



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, October 7, 2025

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

City Council Executive Session
(ORS 192.660(2)(f)(i), Exempt Public Records & Performance Evaluation)
(Following the 7:00 pm Regular City Council 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. Session Wrap Up with Senator Neron Misslin**
(Craig Sheldon, City Manager)
- 2. Housing Bill Follow up Discussion and Next Steps**
(Eric Rutledge, Community Development Director)

7:00 PM CITY COUNCIL REGULAR SESSION

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**
 - A. Approval of September 16, 2025 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. Resolution 2025-065, Reappointing Brian Fairbanks to the Sherwood Budget Committee**
(David Bodway, Finance Director)
 - C. Resolution 2025-066, Reappointing Kady Strode to the Sherwood Budget Committee**
(David Bodway, Finance Director)
 - D. Resolution 2025-068, Authorizing the City Manager to Sign the Broadband Users Group IGA**
(Brad Crawford, IT Director)
 - E. Resolution 2025-069, Authorizing Submittal of a Housing Capacity Analysis Grant Application to the Oregon Department of Land Conservation and Development**
(Sean Conrad, Planning Manager)
 - F. Resolution 2025-070, Authorizing the City Manager to Execute an Intergovernmental Agreement with Washington County for the Elwert Road Feasibility Study Funding Contribution** (Eric Rutledge, Community Development Director)
- 6. CITIZEN COMMENTS**
- 7. PUBLIC HEARING**
 - A. Resolution 2025-067, Adjusting Solid Waste and Recycling Collection Rates**
(Rich Sattler, Public Works Director)
- 8. CITY MANAGER REPORT**

AGENDA

SHERWOOD CITY COUNCIL

October 7, 2025

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Sherwood, OR 97140

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9. COUNCIL ANNOUNCEMENTS

10. ADJOURN TO EXECUTIVE SESSION

- A. **ORS 192.660(2)(f)(i), Exempt Public Records and Performance Evaluation**
(Ryan Adams, City Attorney)

11. ADJOURN

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

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

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
September 16, 2025

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:32 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Keith Mays, Taylor Giles, Doug Scott and Dan Standke.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, Community Development Director Eric Rutledge, Project Manager Joy Chang, Library Manager Adrienne Doman Calkins, City Engineer Jason Waters, IT Director Brad Crawford, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, Deputy Recorder Colleen Resch, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Jason Wuertz with the Sherwood Traffic Safety Board, Assistant County Administrator Marni Kuyl, Consultant Chris Bell with Bell & Associates, Pride Disposal representatives Kristin Leichner and Eric Anderson, Nick Gross with Kittelson & Associates, Chief Operations Officer Brady Strutz with Sherwood School District, Washington County District Attorney Kevin Barton, Commander Danny DiPietro with Washington County Sheriff's Office, and Washington County Commissioner Jason Snider.

4. TOPICS:

1. Elementary School Crossing Assessment Study

Project Manager Joy Chang introduced Nick Gross with Kittelson & Associates and Brady Strutz with the Sherwood School District. She provided a presentation on Sherwood Elementary School crossings, that included Archer Glen, Hawks View, and Ridges (see record, Exhibit A). Mr. Gross provided an overview of the assessment methodology which included existing conditions and crash history, walk audits, input from city staff, school district staff, public feedback, proposed improvements, and implementation phasing and near-term and long-term solutions. He addressed the issues and safety concerns at Archer Glen which included drivers failing to yield to crossing guards and pedestrians, mailbox obstruction, high vehicle volumes and driver impatience, lack of marked pedestrian space in pick-up/drop-off areas and crossing outside of designated crosswalks. He discussed potential conceptual treatments for Archer Glen, including parking lot modifications and Ms. Chang stated that parking lot improvements would be the School Districts responsibility. Mayor Rosener asked if a Safe Routes to School grant could be used for the suggested improvements and Ms. Chang said yes. Mr. Gross provided high level planning cost estimates on page 8 of the presentation (see record, Exhibit A). He addressed the issues and safety concerns at Hawks View which included outdated flashing beacons, high pedestrian volumes at main entrance, high vehicle conflicts at northern driveway, high pedestrian use at southern driveway, turning movements conflicting with crossing

guards, no crosswalks at 3rd and Pine, outdated crossing infrastructure at District Office, new trail access of the Cedar Creek Trail, and crash history. He discussed conceptual treatment for Hawks View and provided high level planning cost estimates on page 15 (see record, Exhibit A). He addressed the issues and safety concerns at the Ridges Elementary School which included Copper Terrace/Edy Road crossing, parents parking in restricted zones, crash history, Nursery Way/Copper Terrace left-turn conflicts, and tree obstruction of traffic control devices. He discussed conceptual treatment for the Ridges and provided high level planning cost estimates on page 20 of the presentation (see record, Exhibit A).

Ms. Chang discussed the differences between rectangular rapid flashing beacon (RRFB) and pedestrian hybrid beacon (PHB) and stated RRFBs are more common in Oregon, commonly used when crossing one travel lane in each direction, and typically cost \$50-100k while the PHBs are less common in Oregon, commonly used when crossing two travel lanes in each direction, and typically cost 4-6 times more than RRFBs. She stated the Sherwood Traffic Safety Board (TSB) was presented with these findings on August 28, 2025, and they were overall in favor of the findings. She introduced the TSB Chair Jason Wuertz and said he was available to answer questions. She addressed next steps which included finalizing the report by incorporating TSB and City Council input, including the conceptual treatments as part of the Transportation System Plan (TSP) Update, and identifying grants or other funding opportunities for the conceptual improvements.

Mayor Rosener asked if the School District was involved in the assessment. Mr. Strutz stated yes, they fully participated in the process.

Council President Young asked if there was a high priority school. Mr. Gross said they did not rank the schools against each other and said the TSP will serve as a valuable holistic look at risk and exposure.

Councilor Giles referred to the island by Hawks View and stated he was confused that there were now new best practices and also commented on the height of the signs at Middleton Elementary which made it difficult to see students. Mr. Gross commented on the signs at Middleton and said they may be improperly installed and should not obstruct the visibility of somebody waiting to cross the street. He commented on the island at Hawks View and said the raised curbs would be extended to provide more protection.

Mayor Rosener thanked the presenters and addressed the next item on the agenda.

2. Washington County Update on Levies

Assistant County Administrator Marni Kuyl came forward as a public employee to share educational information about the proposed library levy, Measure 34-345 and stated she was subject to political restrictions under Oregon law. She provided a presentation (see record, Exhibit B) of public library services in Washington County, current funding, what Measure 34-345 would fund, how much the measure would cost, and what would happen if the measure failed. She said if passed the proposed measure would authorize an increase in property taxes of \$0.37 per \$1000 of assessed property value and would be in effect from July 2026 through June 2031. She provided an additional handout regarding local option levy revenue projections which assume a 4.25% growth in assessed values (see record, Exhibit C).

Mayor Rosener reminded the public that staff cannot advocate for or against any legislation. He stated Washington County Commissioner Jason Snider was available for questions.

Councilor Keith Mays asked if Washington County was committed to a schedule of general fund dollars during the five-year levy. Commissioner Snider commented on the challenges of not knowing what was going to happen, and said the County was committed, assuming the increase in growth was at 4.25%. He stated if that doesn't materialize or things change then they must reevaluate. Discussion followed regarding budget constraints and attempting to maintain the current level of library services with a proposed levy.

Mayor Rosener thanked the presenters and addressed the next topic.

Washington County District Attorney Kevin Barton and Commander Danny DiPietro with the Washington County Sheriff's Office provided a presentation (see record, Exhibit D) and a handout on Measure 34-346 Proposed Public Safety Local Option Levy (see record, Exhibit E). Mr. Barton stated the County has had public safety levies for about 25 years and it had been a vital component of the public safety ecosystem. He stated the proposed levy would fund public services in Washington County, including police, prosecution, mental health, domestic violence, and other services. He stated if passed, the measure would authorize collection of property taxes for a 5 year period beginning in 2026 and cost property owners \$0.66 per \$1000 of assessed property value. He said when compared with the current levy this increase would work out to be \$6 more per month for a home assessed at \$348,600. Discussion followed regarding the services provided by Washington County Sheriff's office and how the County funds those public services.

Mayor Rosener asked if the proposed levy was about maintaining current level of service. Mr. Barton said it certainly maintains the current level of services and it addresses the increased cost of doing business. Discussion followed.

Mayor Rosener suggested recessing the work session due to time and holding the regular session and reconvening the work session. Mayor Rosener recessed the work session at 7:00 pm.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:02 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Keith Mays, Taylor Giles, Doug Scott and Dan Standke.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, Finance Director David Bodway, Community Development Director Eric Rutledge, IT Director Brad Crawford, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

Mayor Rosener addressed approval of the agenda and asked for a motion.

MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item and asked for a motion.

- 5. CONSENT AGENDA:**

- A. Approval of September 2, 2025 City Council Meeting Minutes
- B. Resolution 2025-063, Authorizing the City Manager to Execute a Construction Contract for the SW Sunset Boulevard Pavement Rehabilitation Project
- C. Resolution 2025-064, Appointing Alexander Brown to the Sherwood Parks & Recreation Advisory Board

MOTION: FROM COUNCILOR BROUSE TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENTS:

None.

7. CITY MANAGER REPORT:

City Manager Craig Sheldon offered to schedule another work session on the Elementary Crossing Assessment Study since the time constraints did not allow for ample questions.

8. COUNCIL ANNOUNCEMENTS:

Council President Young reminded the public that the Pedestrian Bridge grand opening was Saturday, September 27th from 10 am to noon and would begin on the Sherwood High School side of the bridge.

Councilor Standke reported that he attended the Sherwood School Board meeting, where they discussed policy changes.

9. ADJOURN TO CONTINUED WORK SESSION:

Mayor Rosener adjourned the meeting at 7:05 pm and reconvened the work session.

WORK SESSION (Continued)

Mayor Rosener called to order the continuation of the work session at 7:11 pm.

3. Solid Waste Report

City Manager Craig Sheldon introduced Chris Bell with Bell & Associates and Pride Disposal representatives Kristin Leichner and Eric Anderson. Mr. Sheldon said this issue was discussed at a work session on July 15, 2025 and two City Councilors were absent. Assistant City Manager Kristen Switzer provided a presentation and stated there was no new information from the July 15, 2025 presentation (see record, Exhibit F). Ms. Switzer noted the presentation was emailed to the Council on September 12 (see record, Exhibit G). Mr. Bell briefly explained the process the city took every year when reviewing collection rates. He reminded the Council that the current rates went into effect on January 1, 2025 and there was a 10% increase for the 35 gallon cart and an 11% increase for commercial collection and the largest component to the increase was the cost of disposal. He provided an overview of the adjusted 2024 results and reported that the return on

revenues for residential carts was 4.24%, 4.80% for commercial containers, 5.90% for drop boxes, and 4.78% for composite. He discussed the increased costs for collection services which included a 5.51% increase for Metro Disposal fee, a 3.0% increase for driver's wages, a 75% increase for fuel (natural gas) expense due to the sunsetting of fuel tax credits on December 31, 2024, a 2.3% increase for organic waste, a glass rebate of \$77 per ton, a 4.2% reduction of commingle recycling processing, a 3% administrative cost, and a 13.5% increase for truck depreciation. He noted two automated cart trucks were delivered in 2025 and one front load truck was delivered in October 2024. Mr. Bell commented on the solid waste disposal increased costs and said the total tip fee had increased nearly 70.8% since 2017 while the CIP over the same period was 35%. He discussed the metro disposal fee which included the contracted operations, Metro transportation costs, and other Metro administrative costs and said those costs comprised the metro disposal fee of \$162.14 per ton which was effective July 1, 2025. He said the impact on 2025 metro disposal fee was the residential rate payer, paying \$9.91 per customer per month and \$45.43 per commercial 4 yard.

Mr. Bell referred to the projected 2025 results and said he predicted a composite 9.10% increase in return on revenues. He addressed the proposed residential cart collection rates for 2026 and said the most popular 35 gallon cart had a proposed increase rate of \$1.51. He presented a proposed commercial collection rate increase for 2026 and said he was proposing a pass through on the disposal increase alone of \$9.53 for 4 yard weekly and said drop box rates for 2026 would be a combination of the labor and fuel costs. He said the medical waste collection rate increase was proposed at 7.5% which covered the increased disposal cost with the autoclave system. He reminded the Council that Trilogy Medical was constructing an autoclave in Clackamas that was expected to open in August 2025 but had experienced a few delays.

Councilor Giles reminded the Council of the previous work session discussion regarding gathering data on how many customers were mixing food in their yard debris and asked for the status. Mr. Bell stated removing this comingling option would reduce the rates by \$1.44. Ms. Leichner said that it would be difficult to figure out without doing a survey and noted it was a relatively small percentage. She said it was a service that customers requested but that did not mean everybody was utilizing the service. She stated in the Metro region there was a requirement for commercial customers to get rid of their food scraps. She said currently there was not a mandatory food waste program for residential users but that was something that could be implemented later. Discussion followed. Mayor Rosener asked the Council if they supported doing a survey and the consensus was that the information could be useful for the 2027 rates.

Councilor Mays commented on the electric truck versus compressed natural gas (CNG) trucks and said he was in favor of CNG because they were half the price and fuel costs were still low. He said that it had a definite impact on the rate payer. Ms. Switzer provided slide 14 from the July 15, 2025 Council meeting that addressed the question of what is the cost and rate impact of the electric trucks on the Sherwood rate payers (see record, Exhibit H). Councilor Standke asked for the makeup of the fleet and Ms. Leichner said they had 47 trucks and 2 were electric. Councilor Standke asked what the ideal fleet was, and Ms. Leichner said this year they purchased 2 electric and 3 CNG vehicles. Ms. Leichner said the price of the electric trucks had dropped by \$178,000. Councilor Scott referred to slide 14 and noted the electric trucks cost \$605,000 more than CNG and asked why, and if it was because of climate. Ms. Leichner said many of the communities they serviced had climate action plans. Discussion followed.

Mayor Rosener asked for directions from Council to staff. He stated the consensus was to prepare a resolution for the proposed rate increases and work toward a plan to gather information from the community on the mixed organic waste and yard debris cans.

5. ADJOURN:

Mayor Rosener adjourned the work session at 8:02 pm and convened an executive session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 8:09 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Taylor Giles, Renee Brouse, Doug Scott and Dan Standke.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Human Resources Director Lydia McEvoy, City Attorney Ryan Adams and outside legal counsel Steven Schuback.
- 4. TOPIC:**

ORS 192.660 (2)(d) Labor Negotiator Consultations, (2)(h) Legal Counsel and, (2)(f) Exempt Public Records. Discussion on topic (2)(f), Exempt Public Records did not occur.

5. ADJOURN

Mayor Rosener adjourned the executive session at 9:04 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: David Bodway, Finance Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2025-065, Reappointing Brian Fairbanks to the Sherwood Budget Committee

Issue:

Shall the City Council reappoint Brian Fairbanks to the Sherwood Budget Committee?

Background:

A vacancy exists in Position 4 on the Sherwood Budget Committee. Brian Fairbank's term expired on June 30, 2025 and he is seeking reappointment. The mayor has recommended this reappointment to the City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

Financial Impacts:

There are no additional financial impacts as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-065, reappointing Brian Fairbanks to the Sherwood Budget Committee.



RESOLUTION 2025-065

REAPPOINTING BRIAN FAIRBANKS TO THE SHERWOOD BUDGET COMMITTEE

WHEREAS, a vacancy exists within Position 4 on the Sherwood Budget Committee; and

WHEREAS, Brian Fairbank's term expired on June 30, 2025 and he is seeking reappointment; and

WHEREAS, the Mayor has recommended to the City Council that Brian Fairbanks be reappointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby reappoints Brian Fairbanks to Position 4 of the Sherwood Budget Committee for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 7th of October, 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: David Bodway, Finance Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2025-066, Reappointing Kady Strode to the Sherwood Budget Committee

Issue:

Shall the City Council reappoint Kady Strode to the Sherwood Budget Committee?

Background:

A vacancy exists in Position 6 on the Sherwood Budget Committee. Kady Strode's term expired on June 30, 2025 and she is seeking reappointment. The mayor has recommended this reappointment to the City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

Financial Impacts:

There are no additional financial impacts as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-066, reappointing Kady Strode to the Sherwood Budget Committee.



RESOLUTION 2025-066

REAPPOINTING KADY STRODE TO THE SHERWOOD BUDGET COMMITTEE

WHEREAS, a vacancy exists within Position 6 on the Sherwood Budget Committee; and

WHEREAS, Kady Strode's term expired on June 30, 2025 and she is seeking reappointment; and

WHEREAS, the Mayor has recommended to the City Council that Kady Strode be reappointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby reappoints Kady Strode to Position 6 of the Sherwood Budget Committee for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 7th of October, 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Brad Crawford, IT Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2025-068, Authorizing the City Manager to Sign the Broadband Users Group IGA

Issue:

Shall the City Council authorize the City Manager to sign the BUG IGA extending the IGA term to January 1, 2031.

Background:

The Broadband Users Group (BUG) is a collective of 18 public agencies set up to collaborate and share network resources. The BUG manages and maintains the telecommunications network that allows cities and other government bodies to connect with each other. This includes connectivity to WCCCCA for 911 services, WCCLS for library services, GIS shared services, and other connectivity needs. The City of Sherwood joined the BUG on June 6, 2017 under Resolution 2017-040.

The current BUG IGA is set to expire on January 1, 2026. BUG members have been working on creating a new IGA that makes minor edits and cleans up some language regarding governance that was appropriate when the initial IGA was created but no longer apply today. Other than these minor edits there are no significant changes to the IGA.

Financial Impacts:

The cost to the City of Sherwood under this new IGA does not change. The current cost for the BUG membership is roughly \$13,000 annually.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-068, authorizing the City Manager to sign the Broadband Users Group IGA.



RESOLUTION 2025-068

AUTHORIZING THE CITY MANAGER TO SIGN THE BROADBAND USERS GROUP IGA

WHEREAS, the Broadband Users Group is a regional consortium of public agencies formed to foster collaboration and sharing of network resources; and

WHEREAS, the Sherwood City Council approved the joining of the Broadband Users Group (BUG) on June 6, 2017 under Resolution 2017-040; and

WHEREAS, the current Broadband Users Group IGA expires on January 1, 2026, its members have created a new IGA to reflect its current operational and member needs; and

WHEREAS, this new IGA will have an expiration date of January 1, 2031.

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

Section 1. The City Manager is hereby authorized to sign the Broadband Users Group IGA, attached hereto as Exhibit A.

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

Duly passed by the City Council this 7th of October 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made by and between the City of Banks, the City of Beaverton, the City of Cornelius, the City of Forest Grove, the City of Hillsboro, the City of King City, the City of Lake Oswego, the City of North Plains, the City of Sherwood, the City of Tigard, the City of Tualatin, Banks Fire District, Clean Water Services, Metropolitan Area Communications Commission, Tualatin Hills Park and Recreation District, Tualatin Valley Fire and Rescue District, Washington County Consolidated Communications Agency, and Washington County, referred to individually as a “Party,” and, collectively, as the “Parties” to this Agreement.

RECITALS

Whereas, the Parties agree that there are mutual benefits to collaboration and cooperation in the areas of information and technology;

Whereas, the Parties have established a history of successful cooperation in these areas; and

Whereas, the Parties desire to continue this cooperation.

Therefore, the Parties agree as follows:

TERMS AND CONDITIONS

1. START AND END DATES.

The **effective date** of this Agreement is January 1, 2026 (“Effective Date”). The term of the Agreement shall begin on the Effective Date and end on January 1, 2031. (“Term”) The Term of the Agreement may be terminated earlier or extended as provided in this Agreement.

2. PURPOSE

2.1. The purpose of the Agreement is to foster collaboration between the Parties related to the use of information and technology. The collaboration may include sharing technology infrastructure, technology services, or expertise related to technology. Nothing in this Agreement is intended to create an intergovernmental entity described in ORS 190.010(5).

3. DEFINITIONS

- 3.1. *Charter*: A document defining the purpose, authority, and membership of a Work Group.
- 3.2. *Full Partner*: A Party that is a voting member of the Governing Body.
- 3.3. *Governing Board (GB)*: The board that fulfills the responsibilities set forth in section 5 of the Agreement.
- 3.4. *Lead Administrative Partner*: The Party that maintains and operates shared assets and manages the administrative and financial functions associated with this Agreement.

- 3.5. *Member Agency*: A Party that is a non-voting member of the Governing Board. Member Agencies are typically smaller agencies who benefit from the collaboration provided by the agreement but lack the financial or operational resources to be a Full Partner.
- 3.6. *Work Group*: A group that oversees the development and operation of specific services provided to the Parties. Work Groups may be formed permanently to provide ongoing services or may be temporary to complete a specific task or purpose.
- 3.7. *Written Notice*: A notice sent via mail or email that is required to be sent under the Agreement.

4. **GOVERNING BOARD**

- 4.1. The GB shall be composed of the chief executive officer or designee of each Full Partner and Member Agency. Only representatives from Full Partner may vote on matters related to the implementation of the Agreement.
- 4.2. The GB is responsible for:
 - 4.2.1. Providing strategic guidance and direction.
 - 4.2.2. Approving the budget including fees and dues to be charged to the Parties.
 - 4.2.2.1. Proposed budgets should be made available to Parties with sufficient time to review before the decision is to be made.
 - 4.2.2.2. Budgets should be sufficient to cover the expenses associated with the services provided to Parties and develop a reserve sufficient to cover replacement costs of BUG owned equipment. The Lead Administrative Partner shall serve as fiscal agent for the reserve fund created
 - 4.2.3. Approving the addition or expulsion of a Party.
 - 4.2.4. Approving the selection of the Lead Administrative Partners.
 - 4.2.5. Forming Work Groups and approving the charters of Work Groups.
 - 4.2.6. Supporting and empowering Work Groups to:
 - 4.2.6.1. Deliver the services provided to the Parties.
 - 4.2.6.2. Complete other duties as assigned by the GB.
- 4.3. The GB will adopt rules governing how it fulfills its responsibilities including if and how those responsibilities may be delegated.
- 4.4. Approval of budget, fees, special assessments, rules, procedures, and responsibility delegation will:
 - 4.4.1. Require a majority vote of Governing Board members representing Full Partners.
 - 4.4.2. Be presented with sufficient notice for Parties.

5. RESPONSIBILITIES OF THE PARTIES.

- 5.1. The responsibilities of the Parties under this Agreement include:
 - 5.1.1. Participating in GB and Work Groups as appropriate.
 - 5.1.2. Paying all fees and dues in a timely manner.
 - 5.1.3. Abiding by any rules, policies, or guidelines developed and approved by the Work Groups tasked with providing services related to this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS.

Each Party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. In addition, each Party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the responsibilities provided under this Agreement.

7. RECITALS.

The recitals above are incorporated herein as if fully set forth.

8. TERMINATION, WITHDRAWAL, EXPULSION, AND OWNERSHIP.

- 8.1. Each Party owns an undivided common interest in assets including equipment and software purchased and installed for common use after January 1st, 2026, and in all unexpended and unencumbered funds held by the Lead Administrative Partner related to this Agreement.
- 8.2. A Party may withdraw from the Agreement by giving at least 180 days written notice of its intent to withdraw to the Lead Administrative Partner ("Withdrawing Party"). The written notice must include a transition plan developed by the Withdrawing Party to allow the orderly and coordinated ending of all related services. The Withdrawing Party is responsible for the transition plan that must include: 1) an inventory listing each related interconnectivity requirement with certification that each is addressed prior to disconnection, 2) a written summary of a meeting with the Lead Administrative Partner to review termination requirements, and 3) a timeline for withdrawing based on that meeting with the Lead Administrative Partner.
- 8.3. The 180-day notice begins upon receipt of the complete written notification by the Lead Administrative Partner. After the notice period, the withdrawal will not be effective until the Withdrawing Party has paid the full fee for the entire fiscal year in which its request becomes final. Upon withdrawal, the Withdrawing Party is not entitled to a refund of any amounts for start-up, maintenance, or continuing costs, whether or not any amount is unencumbered or unexpended. Upon withdrawal, the Withdrawing Party has no financial obligations to the other Parties for future dues but forfeits any claims for goods or services purchased (or held for future purchases) under this Agreement.

- 8.4. A Party may withdraw without written notice or payment of the full fee as provided in sections 9.2-9.3 only with the written consent of all other Parties.
- 8.5. A Party's membership may be terminated for default if any Party fails to (a) pay dues within 90 days of being assessed; or (b) acts in any manner inconsistent with the duties and obligations of a Party, which include violating the rules and procedures outlined by a Work Group or GB and does not act to correct the violation in a timely manner ("Defaulting Party"). The GB may consider and decide that a Defaulting Party will be terminated for default if one or more of the above conditions are met. The GB's decision shall specify the reasons for the termination for default. Upon the GB deciding on termination, the GB, upon not less than 10 days' written notice to the Defaulting Party, which includes a copy of the decision, shall hold a meeting, special or general, to consider whether or not termination will best serve the interests of the other Parties. At such meeting, the Defaulting Party shall be provided an opportunity of not less than 30 minutes to address the GB and respond to the allegations. A vote to terminate for default under this section requires 75% of the Partner GB members. The Defaulting Party will be excluded from the 75% calculation. A termination pursuant to this section shall be effective immediately, and the Defaulting Party that was voted to be terminated shall be treated as a Withdrawing Party as defined in section 9.2 for all other purposes.
- 8.6. This Agreement may be terminated upon mutual agreement of all Parties. At the time of termination, all Parties are entitled to a share of the proceeds of the sale of shared assets including equipment and software and any unexpended and unencumbered funds held for use under this Agreement in the proportion as set by the GB at the time of termination.

9. CHANGES.

Modifications to this Agreement are valid only if made in writing and approved by 75% of the Parties.

10. INDEMNIFICATION.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that Party or its officers, employees or agents.

11. ACTION, SUITS OR CLAIMS.

Each Party shall give the others prompt written notice of any action or suit filed or any claim made against that Party that may result in claims or litigation in any way related to this Agreement.

12. INSURANCE.

Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13. NO THIRD-PARTY BENEFICIARIES.

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries or obligations. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

15. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of law principles. The Parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties may pursue any available legal remedies. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon. The Parties consent to personal jurisdiction of the courts identified in this section.

16. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other Party or Parties.

17. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19. INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20. INTEGRATION.

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject, including the Broadband User's Group Intergovernmental Agreement.

21. OTHER NECESSARY ACTS.

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing. Any notice given by one Party to the other Party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email, read receipt confirmed; or (c) when received, if personally delivered to the Party at the Party's physical address.

For the City of Banks

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the Banks Fire District

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Beaverton

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Cornelius

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For Clean Water Services

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Forest Grove

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Hillsboro

Contract Administrator Name, Title: **Greg Mont, CIO**
Address, City, State and ZIP Code: **150 E Main St, Hillsboro, OR 97123**
Telephone: **503-681-5401**
Email: **greg.mont@hillsboro-oregon.gov**

For the City of King city

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Lake Oswego

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For Metropolitan Area Communications Commission

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of North Plains

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Sherwood

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the Tualatin Hills Park and Recreation District

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Tigard

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For the City of Tualatin

Contract Administrator Name, Title:
Address, City, State and ZIP Code:
Telephone:
Email:

For Tualatin Valley Fire and Rescue

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Washington County

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Washington County Consolidated Communications Agency

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

FOR CITY OF BANKS	FOR BANKS FIRE DISTRICT
<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>	<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>
FOR CITY OF BEAVERTON	FOR CITY OF CORNELIUS
<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>	<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>

FOR CLEAN WATER SERVICES	FOR CITY OF FOREST GROVE
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Name (Printed)</i>	<hr/> <i>Name (Printed)</i>
<hr/> <i>Title</i>	<hr/> <i>Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>
FOR CITY OF HILLSBORO	FOR CITY OF KING CITY
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Name (Printed)</i>	<hr/> <i>Name (Printed)</i>
<hr/> <i>Title</i>	<hr/> <i>Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>

FOR CITY OF LAKE OSWEGO	FOR METROPOLITAN AREA COMMUNICATIONS COMMISSION
<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>	<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>
FOR CITY OF NORTH PLAINS	FOR CITY OF SHERWOOD
<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>	<hr/> <i>Signature</i> <hr/> <i>Name (Printed)</i> <hr/> <i>Title</i> <hr/> <i>Date</i>

<p>FOR TUALATIN HILLS PARK AND RECREATION DISTRICT</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>	<p>FOR CITY OF TIGARD</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>
<p>FOR CITY OF TUALATIN</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>	<p>FOR TUALATIN VALLEY FIRE AND RESCUE</p> <hr/> <p><i>Signature</i></p> <hr/> <p><i>Name (Printed)</i></p> <hr/> <p><i>Title</i></p> <hr/> <p><i>Date</i></p>

FOR WASHINGTON COUNTY	FOR WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Name (Printed)</i>	<hr/> <i>Name (Printed)</i>
<hr/> <i>Title</i>	<hr/> <i>Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>

TO: Sherwood City Council

FROM: Sean Conrad, Planning Manager

Through: Eric Rutledge, Community Development Director; Craig Sheldon, City Manager; and Ryan Adams, City Attorney

SUBJECT: Resolution 2025-069, Authorizing Submittal of a Housing Capacity Analysis Grant Application to the Oregon Department of Land Conservation and Development

Issue:

Shall the Sherwood City Council authorize the submittal of a Housing Capacity Analysis grant to the Oregon Department of Land Conservation and Development (DLCD)?

Background:

In 2019, the Oregon Legislature passed House Bill 2003 which aims to help local communities meet their housing needs. The law requires Oregon's cities over 10,000 population to study the future housing needs of their community members and to develop strategies that encourage the production of the housing they need. Under the law, the City of Sherwood is required to complete a Housing Capacity Analysis (HCA) by the end of 2027 and a Housing Production Strategy (HPS) by the end of 2028.

To meet this requirement, City staff applied for a grant to the Department of Land Conservation and Development (DLCD) in the amount of \$65,000 with a \$10,000 match provided by the City. The grant and match will be used to complete the HCA by the end of June 2027. The application is attached as Exhibit A to the resolution. The HPS will follow the HCA and may require a follow up grant application.

The table below shows the housing allocation and target for Sherwood, based on the December 2024 draft methodology report released by the Oregon Department of Administrative Services. The targets are provided by a percentage of Area Medium Income (AMI), which was \$124,100 in 2025. A unit is considered to meet this target if it's available at less than 30% of the households pre-tax income for that income bracket.

City	Results	Total	0-30% AMI	31-60% AMI	61-80% AMI	81-120% AMI	>120% AMI
Sherwood	1 year	144	33	28	16	24	42
	20 year	2,427	450	437	271	441	828

Financial Impacts:

If the grant is accepted, the city would provide \$10,000 in funds from the Planning Department budget to match DLCD's \$65,000 grant award. Total project cost is estimated at \$75,000.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-069, authorizing the submittal of a Housing Capacity Analysis grant to the Oregon Department of Land Conservation and Development.



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2025-069

AUTHORIZING SUBMITTAL OF A HOUSING CAPACITY ANALYSIS GRANT TO THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

WHEREAS, in 2019, the Oregon Legislature passed House Bill 2003, requiring cities with a population over 10,000 residents to study the future housing needs of their community and to develop strategies that encourage the production they need;

WHEREAS, pursuant to House Bill 2003 the City of Sherwood is required to complete a Housing Capacity Analysis by the end of 2027 and a Housing Production Strategy by the end of 2028; and

WHEREAS, the draft Oregon Housing Needs Allocation report prepared by the Oregon Department of Administrative Services identifies Sherwood's need as 2,427 units at various income levels over the 20-year planning period; and

WHEREAS, the Oregon Department of Land Conservation and Development has provided competitive grant funding for local jurisdictions to complete housing related planning work; and

WHEREAS, the City has applied for a grant in the amount of \$65,000 to conduct a Housing Capacity Analysis; and

WHEREAS, the grant program requires authorization by the local jurisdictions elected body prior to awarding the grant funding; and

WHEREAS, if awarded, the City will provide \$10,000 matching funds from the Planning Department's budget.

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

Section 1. The Sherwood City Council hereby authorizes the submittal of a grant application, attached hereto as Exhibit A, to the Oregon Department of Land Conservation and Development in the amount of \$65,000.

Section 2. If the grant is awarded, the City will provide a match of \$10,000 to complete the work.

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

Duly passed by the Sherwood City Council this 7th day of October 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



Department of Land Conservation and Development 2025-2027 HOUSING PLANNING ASSISTANCE APPLICATION

Please complete each section in the form below. Fill out the requested information in the spaces provided. **For applicants requesting multiple services, submit a separate form for each. Submit completed applications by midnight on August 4, 2025.**

Date of Application:

Applicant (Jurisdictional Entity):

If applying on behalf of a jurisdiction or pursuing a joint project, please also include the recipient jurisdiction name(s)

Contact Name and Title:

Contact e-mail address:

Contact phone number:

Requested Service:

	Direct Grant (& budget estimate)	DLCD-Provided Consultant
Housing Planning Assistance Projects		
Development Code Amendment	<input type="checkbox"/> \$	<input type="checkbox"/>
Housing Capacity Analysis (HCA) ¹	<input type="checkbox"/> \$	<input type="checkbox"/>
Housing Production Strategy (HPS)	<input type="checkbox"/> \$	<input type="checkbox"/>
Housing Implementation Plan (Housing planning activities other than an HCA or HPS)	<input type="checkbox"/> \$	<input type="checkbox"/>
Urbanization Planning Assistance Projects		
Urban Growth Boundary Land Exchange	<input type="checkbox"/> \$	<input type="checkbox"/>
Urban Growth Boundary Amendment ²	<input type="checkbox"/> \$	<input type="checkbox"/>
One-Time Urban Growth Boundary Amendment ³	<input type="checkbox"/> \$	<input type="checkbox"/>
Urban Reserves	<input type="checkbox"/> \$	<input type="checkbox"/>
Public Facilities Area Plan	<input type="checkbox"/> \$	<input type="checkbox"/>
<p>1. Housing Capacity Analyses initiated under this Housing Planning Assistance Program are expected to be conducted under the Oregon Administrative Rules implementing the Oregon Housing Needs Analysis that the Land Conservation and Development will adopt in December 2025.</p> <p>2. A UGB amendment requires a land deficiency identified in a Housing Capacity Analysis.</p> <p>3. As provided in SB 1537 (2024) Section 48-60.</p>		

Project Title:

Project Summary: (Summarize the project and products in 50 words or fewer)

Project Description & Work Program

Please carefully review the attached Sample Work Program applicable to your jurisdiction's proposed project. The work programs included represent typical tasks and work products associated with common project types. If you expect the project to be substantially similar (i.e. there may be minor variations, but major project deliverables align with applicant expectations) to the project included in the Sample Work Program, the applicant does not need to submit a work plan.

However, if the applicant anticipates a proposal for a project that is substantially different from the projects included in the Sample Work Program, please include an attachment detailing the proposed project, addressing each of the following in an attachment. *Applicants applying for distinct or unique projects are expected to submit detailed applications that specify the work tasks, products, and timelines unique to their project. Priority will be given to applications that provide well-defined tasks, products, and timelines.*

Is the jurisdiction planning to utilize the applicable Sample Work Program as the project statement of work? Yes No

If "yes", please skip to the "Tasks, Timelines, and Budget" section below. If "no", please attach a detailed work program including the following.

A. Goals and Objectives. The purpose of housing planning assistance projects is outlined in the attached Sample Work Program for reference. Please state the goals or overall purpose of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

B. Products and Outcomes. Please describe the product(s) and outcome(s) expected from the proposed project in detail, including a brief description of any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with state/federal requirements, equitable socioeconomic benefits, or other relevant factors.

Resolution 2025-069, EXH A; October 7, 2025, Page 3 of 7
C. Work Program, Timeline & Payment. Please include a comprehensive work program describing the specific tasks, timelines, expected budget, and deliverables. Public engagement is a necessary component of any planning process but may be tailored to fit the project context. Some projects, such as code amendment or technical projects, may not require extensive engagement in comparison to major projects with substantial local policy impacts. If other changes are necessary, please consult with your Regional Representative. * Budget estimates are only required for Direct Grant requests. Applicants requesting DLCD-provided consultants can leave this field blank.

Tasks, Timelines, and Budget

List and describe the major tasks, including:

- The title of the task;
- Anticipated timeline for each task, including the tentative start date after the grant agreement or consultant contract is executed, task completion dates, and project completion date. Note that all tasks must be completed before the end of the biennium. We request that project timelines conclude no later than June 15, 2027;
- For direct grant projects, anticipated budget for all tasks; and
- Expected local contribution, including budget, staff time, and resources.

Task	Title	Timeline (Month, Year)	Estimated Budget*	Local Contribution
1	_____	_____ to _____	\$ _____	\$ _____
2	_____	_____ to _____	\$ _____	\$ _____
3	_____	_____ to _____	\$ _____	\$ _____
4	_____	_____ to _____	\$ _____	\$ _____
5	_____	_____ to _____	\$ _____	\$ _____
6	_____	_____ to _____	\$ _____	\$ _____
7	_____	_____ to _____	\$ _____	\$ _____
8	_____	_____ to _____	\$ _____	\$ _____
TOTAL		_____ to _____	\$ _____	\$ _____

If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed. **If the following spaces are not sufficient for your responses, you may attach a separate document with additional information. Please clearly indicate the question number and/or prompt with each response to ensure it aligns with the application form.**

Project Criteria and Additional Information

- 1. Evaluation Criteria.** Include a statement that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).
- 2. Project Partners.** List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (e.g., will perform work under the grant; will advise; will contribute information or services, etc.). If the project includes multiple jurisdictions, briefly describe the capacity and support of those jurisdictions to support and participate in the project.

3. Advisory Committees. List any advisory committee or other committees that will participate in the project.

4. Cost-Sharing and Local Contribution. DLCD funds may comprise a portion of overall project costs; if so, please identify sources and amounts of other funds, staff time, or services that will contribute to the project's success. Cost-sharing (match) is not required, but recommended.

Will a consultant be retained to assist in completing grant products? Yes No

Will you be utilizing this funding to dedicate your own staff resources in completing grant products? Yes No

Local Official Support

The application ***must include a resolution or letter from the governing body*** of the city or county demonstrating support for the project. If the applicant is a regional entity proposing a joint project including multiple local governments, a letter from the local government governing body or administrator with authorization to execute intergovernmental agreements supporting the application may be included in lieu of a resolution. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before planning assistance is awarded.

Submit your application electronically with all required information to:

E-mail: housing.dlcd@dlcd.oregon.gov

Please note that we will not be accepting applications by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible.

If you have questions about the Housing Planning program or projects funded by this round of planning assistance, please contact:

DLCD Housing Team: housing.dlcd@dlcd.oregon.gov

DLCD HAPO Team: dlcd.hapo@dlcd.oregon.gov

For all correspondence, please include the appropriate Regional Representative.

Mid-Willamette Valley	Melissa Ahrens	melissa.ahrens@dlcd.oregon.gov
Central Oregon	Angie Brewer	angie.brewer@dlcd.oregon.gov
North Coast & Lower Columbia	Brett Estes	brett.estes@dlcd.oregon.gov
Eastern Oregon	Dawn Hert	dawn.hert@dlcd.oregon.gov
Portland Metro (West)	Laura Kelly	laura.kelly@dlcd.oregon.gov
Southern Oregon	Josh LeBombard	josh.lebombard@dlcd.oregon.gov
Portland Metro (East)	Kelly Reid	kelly.reid@dlcd.oregon.gov
South Coast	Hui Rodomsky	hui.rodomsky@dlcd.oregon.gov
South Willamette Valley	Patrick Wingard	patrick.wingard@dlcd.oregon.gov

Important Housing Planning Assistance Dates

Date	Housing Planning Assistance Milestone
June 2, 2025 1:30 – 3p	Open Forum for follow-up question & answer Zoom link Meeting ID: 821 4886 4505 Passcode: 598033
June 3, 2025	Application period opens; materials distributed
August 4, 2025	Application period closes; materials submittal deadline
Early September	Anticipated funding decision; award notices sent
October – November 2025	Direct grant agreements anticipated execution
November – December 2025	Consultant contract anticipated execution
June 15, 2027	Project completion deadline

APPLICATION DEADLINE: August 4, 2025

1. Evaluation Criteria Response:

The City of Sherwood is applying for a direct grant to complete a Housing Capacity Analysis (HCA) and fulfill a housing-related statutory obligation (ORS 197A.335 and OAR 660-008-0000 through 0035.) The project is proposed to be completed by the end of June 2027 to meet the city's HCA deadline and conform to the state budget calendar.

Sherwood is a small, growing city of approximately 20,000 residents within the Portland Metro. The City's Housing Needs Analysis (HNA) (2019) identifies affordability as a challenge, particularly for renters, lower-income families, Latino households, and aging residents. To address these issues, Sherwood must diversify its housing stock and provide more attached housing, multifamily housing, and smaller, more affordable units. While development interest is currently high in Sherwood, developers are primarily building single-family detached housing that does not meet the needs of all community members. Sherwood intends to adopt an HCA and subsequent Housing Production Strategy (HPS) that will help to ensure that a variety of housing is planned for and constructed in our community. Under new state rules and guidelines, Sherwood's HCA will incorporate a stronger focus on housing equity. The HCA and subsequent HPS will allow the city to adopt policies and strategies that prioritize production, affordability, and choice in communities most affected by our current housing crisis.

The Sherwood Planning Department consists of a Planning Manager and two Associates Planners. If awarded, the Planning Manager would be the HCA Project Manager with support from the other planners. Given the technical nature of this work, the project could not be completed in-house and requires a consultant. The grant would allow the City to hire one of many qualified consulting firms to complete this work. Any procurement of a consultant would comply with local and state procurement laws, as well as any terms of the grant agreement.

2. Project Partners

The following public and private entities would be invited to serve on the Project Advisory Committee. If a commitment isn't possible from one or more of the groups, the city would offer the opportunity for 1 on 1 interviews and meetings, written feedback and comments, etc. to ensure the opportunity for participation.

DLCD / HAPO - staff invited to serve on the Project Advisory Committee to ensure consistency with state regulations

Metro - serve on Project Advisory Committee to ensure consistency with the Regional Housing Coordination Strategy, advise generally and advise on compliance with Metro code

Washington County - serve on the Project Advisory Committee, advise generally, identify potential opportunities and policies for partnership with the City of Sherwood

Development and Building Industry - serve on the Project Advisory Committee, advise generally and from perspective of building community

Sherwood Senior Center - staff or committee member to serve on the Project Advisory Committee, advise generally and from perspective of senior community

Community Based Group - staff or representative of a culturally specific community based group that is active in Sherwood (i.e. Centro Cultural de Washington County, others). Advise generally and from perspective of community group.

TO: Sherwood City Council

FROM: Eric Rutledge, Community Development Director

Through: Craig Sheldon, City Manager; Josh Soper, Contract City Attorney; Ryan Adams, City Attorney

SUBJECT: Resolution 2025-070, Authorizing the City Manager to Execute an Intergovernmental Agreement with Washington County for the Elwert Road Feasibility Study Funding Contribution

Issue:

Shall the City Council adopt Resolution 2025-070, authorizing the City Manager to execute an Intergovernmental Agreement (IGA) with Washington County for the Elwert Road Feasibility Study Funding Contribution?

Background

The City of Sherwood and Washington County are undertaking the Elwert Road Feasibility Study to evaluate potential realignment options for the SW Elwert Road and SW Edy Road intersection within the Sherwood West Concept Plan area. Following Metro's adoption of Sherwood West into the Urban Growth Boundary, the City and County identified the need to study the feasibility of roadway and intersection realignments and identify a preferred alternative. Evaluation of alternatives will include traffic, topography, environmental conditions, utilities, livability and permitting requirements. The preferred alternative will provide a foundation for future transportation and land use planning in the vicinity of the study area in Sherwood West. The Edy Road Complete Street MSTIP Project is expected to follow the Elwert Road Feasibility Study and will require a separate IGA.

Intergovernmental Agreement

The proposed IGA between the City of Sherwood and Washington County outlines the shared responsibilities and funding commitments for the feasibility study. The IGA is included as Exhibit A to the resolution. Key provisions include:

- Washington County will manage and administer the consultant contract in coordination with the City, lead public outreach, and ensure delivery of all study tasks and reports. The total estimated consultant cost for the feasibility study is \$638,768 and the Washington County financial contribution is \$438,768.
- The City will designate a project representative and participate in all phases of the project. The City's financial contribution is \$200,000.
- The agreement will remain in effect until completion of the feasibility study, anticipated no later than the end of 2026.

While the proposed IGA is focused on project funding, the City and County have executed a Project Charter that outlines high level procedures and responsibilities for the study. The Charter is included as Attachment 1 to this staff report.

Scope of Work

Based on a competitive procurement process led by the County in coordination with the City, the selected project consultant is Otak, Inc. The full scope of work is included as Attachment 2 to this staff report and is summarized below:

- Public and stakeholder involvement – stakeholder interviews, public events, and an online open house to gather input on alignment options.
- Data collection – traffic analysis, environmental review, geotechnical study, hydraulic modeling, and utility coordination.
- Alternatives analysis – development and evaluation of three alternatives (existing alignment improvements, Sherwood West realignment, and a hybrid option).
- Feasibility report and recommendation – preparation of a final report including 10% concept plans, cost estimates, and a recommended preferred alignment.

This work will inform future design phases, including complete street improvements on Edy Road between Copper Terrace and Borchers Drive.

Financial Impacts:

The City's financial obligation for the study is capped at \$200,000, unless otherwise amended by mutual agreement. The City's funding will come from the Street Enterprise Fund and is budgeted in the city's 2025-27 budget .

Staff Recommendation

Staff respectfully recommends City Council adoption of Resolution 2025-070, authorize the City Manager to execute the Intergovernmental Agreement with Washington County and approve the City's \$200,000 contribution toward the Elwert Road Feasibility Study.

Attachment

1. Project Charter
2. Project Scope of Work

Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f

Project Charter – Elwert Road/Edy Road Realignment Feasibility Study

Project Name	Edy Road/Elwert Road Realignment Feasibility Study	
MSTIP 3f Funding Allocation	\$400,000 estimated (MSTIP 3f) \$200,000 not to exceed (City of Sherwood) \$600,000 estimated	
Project Contacts	Washington County: Julie Sosnovske, Sr. Transport. Planner, PM Julie_sosnovske@washingtoncountyor.gov	City of Sherwood: Eric Rutledge, Comm. Dev. Director RutledgeE@SherwoodOregon.gov
	Ben Lively, Senior Project Manager Ben_Lively@washingtoncountyor.gov	Jason Waters, City Engineer WatersJ@SherwoodOregon.gov
Project Objective	Select a mutually agreed upon alignment alternative for Elwert Road. The project will evaluate the feasibility of realigning Elwert and Edy Roads to the west of the existing Elwert Road alignment, as envisioned in the Sherwood West Concept Plan (SWCP), compared to improving Elwert and Edy Roads along their current alignments. These segments of Elwert and Edy Roads are entirely within the SWCP area, which Metro has recently added to the Urban Growth Boundary (UGB).	
Project Scope	Evaluation criteria will be developed by the project team, including both Washington County and City of Sherwood staff, including community review and input. Data collection will include traffic analysis, environmental analysis, utility coordination, roadway design and bridge concept design.	
	Concept plans will be developed for the existing alignment of SW Elwert and SW Edy Roads, the Sherwood West Concept Plan proposed alignment, as shown in the SWCP as well as a third hybrid alternative (the existing alignment with a roundabout at the intersection of SW Elwert and SW Edy Roads). Alignments will be developed to minimize environmental impacts, permitting requirements and project construction cost as much as possible. Environmental constraints and impacts will be determined, and a concept (concept plan level – 10-15%) cost estimate will be developed to help determine feasibility of each alternative.	
	Evaluation criteria will be used to evaluate the feasibility of each alternative. A preferred alternative will be recommended, based on the evaluation criteria, for further project development, to be conducted at a later date.	
Out of Scope	<ul style="list-style-type: none"> Additional funding will need to be secure for out-of-scope items. Cost overruns or changes in scope are subject to the adopted MSTIP Administrative Procedures. Edy Road Complete Street Design and Construction Project – MSTIP 3f 	

Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f

	<ul style="list-style-type: none"> • Design of Elwert and Edy Road alignments beyond concept plan (approx. 10-15% level) • Adoption/action on preferred alternative
Agreements	<ul style="list-style-type: none"> • An Intergovernmental Agreement (IGA) will be required prior to the start of the feasibility study. This IGA should address out of scope and extra work expected for this project. • The City is expected to remain in good standing with all existing IGA's between the City and County. Failure to do so may limit options for future MSTIP funding for City identified projects

Project Phases and Schedule

Table of milestones or deliverables, due dates, MSTIP and City fund disbursements

Project Task	Key Tasks	Anticipated Schedule
Task 1	Project Management and Coordination Consultant selection. Project management and coordination activities necessary to deliver the project.	April 2025 – June 2026
Task 2	Public and Stakeholder Engagement	June 2025 – June 2026
Task 3	Data Collection and Existing Conditions Analysis Includes traffic analysis, environmental analysis, utility coordination, roadway design, bridge concept design	May 2025 – Nov. 2025
Task 4	Alignment Alternatives	Nov. 2025 – June 2025
Task 5	Feasibility Analysis, Report & Recommendations	April 2025 – June 2026

Roles & Responsibilities

Washington County Project Management staff and tasks include:

- Project Manager will be assigned by the County to be responsible for overall project development, management, and coordination, including scope, budget, and schedule.
- Organizing project meetings, including Project Management Team (PMT) or other project team meetings, Agency Stakeholder meetings, Governing Body Meetings and project open house(s).
- Assign staff to participate in Agency Stakeholder Meetings, a decision-making body to advise project team. Agency Stakeholder Meetings will include staff leadership from City and County and possibly Clean Water Services (CWS). Stakeholder group is not intended to include broader public.
- Project public involvement and outreach program.

Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f

City of Sherwood staff and tasks include:

- Assign staff to participate in biweekly Project Management Team (PMT) meetings. Staff will participate as needed in Project public involvement and outreach program, providing coordination with other Sherwood community engagement efforts.
- Assign staff to participate in Agency Stakeholder meetings, a decision-making body to advise project team. Stakeholder meetings will include staff leadership from City and County and possibly CWS, not intended to include broader public.
- May cover cost of extra or out-of-scope work if agreed to with County.

Consultant PM and other key team members & tasks – not addressed by this Charter

When/where/frequency of project management team meetings

- Project Management Team – project coordination meetings, approximately biweekly
- Agency Stakeholder meetings – attend meetings, approximately 3-4 over course of project

Community Engagement

Open Houses:

- One open house, virtual and/or in-person components to be determined, to get input on alternatives.

Targeted Outreach:

- Targeted outreach to specific stakeholders, such as community members, property owners, developers, City Council, Board of County Commissioners
- Coordination with stakeholder agencies such as Clean Water Services
- Briefings to community groups upon request

City outreach plans

- Participate in ongoing tabling efforts for other City projects (e.g. EPA project, TSP, etc.)

Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f

IN WITNESS WHEREOF, the Parties commitment is confirmed on dates below written.

WASHINGTON COUNTY

By: _____

Date: _____

Print Name:

Title:

CITY OF SHERWOOD

By: C. Sheldon _____

Date: 6/25/2025 _____

Print Name: Craig Sheldon

Title: City Manager



ATTACHMENT A

Contract Statement of Work

ELWERT ROAD – EDY ROAD FEASIBILITY STUDY

County Project #1007XX

May 14, 2025

Washington County

Senior Transportation Planner: Julie Sosnovske
Contract Project Manager: Ben Lively
Land Use and Transportation
1400 SW Walnut Street, MS 18
Hillsboro, Oregon 97123-5625

503-846-3847

Julie.sosnovske@washingtoncountyor.gov
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ben.lively@washingtoncountyor.gov

OTAK, Inc.

Otak Project No. 22084
Scott Dreher, Otak Principal
Amanda Owings, Otak Project Manager
808 SW Third Ave
Portland, Oregon 97204

503-415-2445

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Amanda.owings@otak.com

Description of Project

The City of Sherwood has developed the **Sherwood West Concept Plan**, which includes a proposed realignment of **SW Elwert and SW Edy Roads**. To evaluate the feasibility of these realignments, Washington County and the City of Sherwood have agreed to explore potential design options and assess their impacts and identify a preferred alternative.

Following Metro's recent Urban Growth Boundary (UGB) adoption of the Sherwood West Plan, this project delivers a feasibility study for the realignment of SW Elwert and SW Edy Roads. This study will evaluate topography and existing conditions, environmental impacts (relating to permits), traffic patterns, roadway and bridge structures, and utilities. The feasibility study will determine approximate costs for construction of Elwert and Edy Roads, including 10% concept plans. This feasibility study will provide the necessary foundation for informed decision-making regarding the future alignment of **SW Elwert and SW Edy Roads**. The project is anticipated to take place over a **12-month period (approximately June 2025 to June 2026)**.

A future consultant contract will focus on complete street improvements for SW Edy Road, from Copper Terrace to Borchers Drive, based on the preferred location of the Elwert Rd/Edy Rd intersection determined in this feasibility study. The future Edy Road design will consist of bike lanes, sidewalks, lighting, stormwater, ADA, landscaping, and construction related services; a comprehensive scope will be determined upon completion of the feasibility study.

TASKS, DELIVERABLES, AND SCHEDULE

1. Project Management and Coordination

This task includes project management and coordination with the design team which includes the subconsultant team, coordination meetings with Washington County (County) and City of Sherwood (City), preparing monthly project invoices, developing and maintaining the project schedule, and quality management reviews.

1.1. Project Management and Administration

For the purposes of defining the scope of this task, the duration of the project design effort is assumed to be 12 months, from March 2025 through March 2026. The following items are included:

- Provide management and coordination of the consultant team.
- Track Consultant's contract costs and budgets on a monthly basis.
- Prepare monthly invoices, including processing subconsultant invoices. Assumes up to 13 invoices, including Fiscal Year End statement.
- Prepare monthly summary reports. Thirteen (13) summary reports are included and will be sent to both County and City.
- Prepare and administer up to five (5) subconsultant contracts.
- Maintain the document files.

TASK 1.1 DELIVERABLES:

- Monthly project invoices and summary reporting (assume 13 months), including general project schedule updates as described in Task 1.3.
- (Internal deliverable) Five (5) subconsultant contracts.
- Include QA/QC plan.

1.2. Coordination and Meetings

Washington County will serve as the primary point of contact and provide direction to the consultant team. Project coordination will occur through project meetings and e-mail and telephone communication with key project team members and representatives from Washington County and the City of Sherwood. Meetings with external agencies will be scheduled and attended by the County and City's Project Manager. Otak assumes that all meetings, including Project Team Meetings (PMT) itemized within this task, will be held virtually on MS Teams, unless otherwise noted or requested by Washington County. Any in-person meetings will include travel time. Consultant team meetings will be held virtually or at Otak offices. The following items are included within this task:

- Schedule and attend a one-hour **Project Kickoff Meeting** with the County, task leaders, and subconsultants. Prepare and distribute the project scope of work, team member list, deliverable expectations list, draft project schedule, electronic file structure information, and invoice submittal requirements. Prepare meeting agenda and summary notes. Meeting will be held virtually on MS Teams unless otherwise requested by Washington County. Consultant, County, and City will determine the date and time of bi-weekly PMT (standing) meetings.
- Schedule and lead **Project Management Team (PMT) meetings**. Up to 24 one-hour bi-weekly meetings are assumed. Attendance by the County's PM, City PM, Otak PM, Otak Senior Planner or Design Engineer, and Project Coordinator at all the meetings are included. Prepare the meeting agendas and summaries. Meetings will be held virtually on MS Teams, unless otherwise requested by Washington County.

- Consultant will host a file sharing site (SharePoint) where key deliverables, meeting summaries, graphics, and other key documents will be saved throughout the project and accessible to project team members.
- Provide general coordination among Otak and subconsultant team members. Key decision points will be discussed at bi-weekly PMT meetings. Design decisions will be documented in a Basis of Design document maintained by Consultant, see Task 2.6. Coordination effort assumes two (2) hours per week.

TASK 1.2 DELIVERABLES:

- Kickoff Meeting agenda and minutes.
- PMT Meeting Agendas and Minutes within one week after the meeting.
- Distribute link for SharePoint site.

1.3. Project Schedule

- Prepare, maintain, and update a detailed project activity schedule in Microsoft Project for presentation to the County Project Management staff. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- Document the completion of tasks listed in a general project schedule updated on a monthly basis as part of the summary report included with invoicing.
- Revise the detailed project activity schedule to reflect major changes. Two revisions to the detailed project activity schedule are included.

TASK 1.3 DELIVERABLES:

- Draft schedule to be presented at Kickoff Meeting.
- General project schedule updates to be submitted with monthly summary report.

1.4. Quality Control Management and Review

Otak will manage and perform quality assurance/quality control (QA/QC) reviews of the submittals to the County. Otak will use our established Quality Control Plan (PMAQ) on the project. Sub-consultants will use their own established QA/QC procedures or use Otak's established practice. A period of two weeks for agency review is assumed.

TASK 1.4 DELIVERABLES:

- QA/QC Tracking Document Log.

2. Public and Stakeholder Involvement

Otak will lead and facilitate the public involvement process on the project. Otak will gather input and guidance from agency stakeholders and utilize outreach events to inform the public of project progress. This task includes preparation of open house materials; County and City will provide support to advertise events, distribute materials, and host meetings throughout the project.

2.1. Public Involvement Plan

This task outlines the strategies and methods for engaging stakeholders, community members, and agencies throughout the project.

2.1.1. Research & Stakeholder Identification

Otak will facilitate a one-hour meeting with County and City staff to identify key project stakeholders and target groups. This collaboration will support effective project communication and engagement with

individuals and organizations capable of providing valuable input during the evaluation process to assess alignment feasibility.

Task includes the following:

- Identify key stakeholders, community groups, agency partners, and historically underserved populations.
- Develop a stakeholder contact list with contact information, levels of interest, influence, and engagement needs.

Agency and Organization Stakeholders:

- Washington County LUT.
- Sherwood: planning, public works.
- Metro (for Information only).
- DLCD (for information only).
- CWS.
- PGE.
- NW Natural / Energy Facility Siting Council.
- Kinder Morgan, Inc.
- TVFR.
- Tribal groups.

Decision-Makers:

- County = Washington County Board of County Commissioners.
 - Liaison District 3 representative Commissioner Jason Snider.
- City = Sherwood City Council.

2.1.2. Public Involvement Plan Development

Otak will develop a **Public Involvement Plan (PIP)** in collaboration with the County and City. The PIP will outline opportunities for stakeholder and community engagement specifically focusing on input into the evaluation measures for feasibility. Otak will coordinate the PIP with the technical components of the Project to ensure compliance with regulatory requirements and address identified project issues. Additionally, the PIP will establish strategies for maintaining consistent public communication regarding project progress and alignment with Washington County's best practices.

Otak shall review, refine, and confirm the following elements with the County and City:

- Schedule for meetings and deliverables related to public involvement.
- Public engagement approach for this initial phase of the Project.
- Identification of target audiences.
- Desired outcomes for public involvement efforts.
- Key project messaging.
- Selection of public events to effectively communicate project progress.
- Outreach letter for the County to send to Tribes, requesting information and gauging interest in the project area.

TASK 2.1 ASSUMPTIONS:

- The PIP will focus on high-level strategies and will describe the direct facilitation of agency stakeholder meetings and open house.
- Handouts and schedule graphics can be used by City of Sherwood to provide updates on the project through their established channels

TASK 2.1 DELIVERABLES:

- Stakeholder Contact List – Key individuals and groups for outreach.
- Draft & Final Public Involvement Plan (PIP) – Comprehensive strategy document.

2.2. Outreach & Engagement

The purpose of this task is to prepare and conduct engagement efforts throughout the feasibility study project. This includes communicating with stakeholders, preparing materials, facilitating meetings, and attending events.

2.2.1. Tabling Events & Open House

Otak will prepare for and attend up to two (2) tabling events hosted at concurrent City of Sherwood events open to the public, such as for the EPA project and TSP update project. The purpose of tabling events is to engage the public and stakeholders, provide project information, and promote transparency throughout the feasibility study process.

Otak will prepare for one online open house that will be hosted by Washington County and occur prior to Stakeholder Meeting No. 3. The purpose of the open house is to engage the public and stakeholders, provide project information, and promote transparency throughout the feasibility study process. This event will offer opportunities for community members to learn about the project, review alternatives, and provide comments that will support decision-making.

The County or City will be responsible for the following:

- Select and confirm venues (City responsible for tabling events, County responsible for Open House).
- Coordinate date and time of events.
- Advertise the events and open house to public and any other audiences identified in the PIP.
- Provide meeting materials, including sign-in sheet, comment forms, refreshments, etc.
- County's public involvement team will collect public comments at events and open house.

Consultant will be responsible for the following:

- Project information sheet no larger than 8.5" x 11".
- Graphic of project timeline.
- Graphics of up to three (3) proposed roadway alternatives, including strip maps printed in color with aerial photo and associated typical sections, and intersection details.

Consultant will provide support to summarize and respond to public comments no more than two weeks after the open house. All materials will be available in .pdf, .jpg, and .png format.

2.2.2. Agency Stakeholder Meetings

Otak will organize, conduct, prepare for, and attend meetings with the selected agency stakeholders, as identified in Task 2.1.1. Otak, in coordination with County and City, will prepare the agenda, present project information or findings, and solicit feedback at each meeting. The stakeholders will review the information in a timely manner, as notified through communications.

Below is a summary of objectives for each meeting:

Meeting No. 1

- Introduce the project, including phases.
- Listen and develop Goals and Objectives (this is information needed to create the evaluation criteria).

Meeting No. 1 Follow-up Email

- Define project scope.
- Stakeholder Input Summary documenting key themes and priorities, including key decisions and action items.
- Present project goals and objectives, shaped by Meeting No. 1 discussion.

Meeting No. 2

- Present and confirm Basis of Design (the starting point for design).
- Present and confirm evaluation criteria.
- Present ranking process that will be used by project team.
- Review existing conditions and data collection.

Meeting No. 2 Follow-up Email

- Publish basis of design.
- Publish evaluation criteria and ranking process.
- Provide Existing Conditions memorandum.

Meeting No. 3

- Review consultant team's feasibility analysis of the following alternatives:
 - Proposed Elwert/Edy Road alignments from Sherwood West Plan.
 - Existing Elwert/Edy Road alignments.
 - Hybrid alignment as prepared by consultant team.
- Workshop with agency stakeholders to review proposed alignments, feasibility, and evaluation outcomes. Feedback will be used to confirm or refine the draft preferred alignment before finalizing recommendations.

Meeting No. 3 Follow-up Email

- Present Feasibility Study report (final version).

2.2.3. Governing Body Meetings

County Commissioners/City Council Meeting – The Consultant will prepare and present in partnership with the County and City for up to two (2) County Commissioners and/or City Council meetings / work sessions. Below identifies what times we will meet within the schedule.

- Commissioners/Council Meeting No. 1 will occur after agency stakeholder meeting No. 2.
- Commissioners/Council Meeting No. 2 will present the recommendation for the preferred alignment as determined by agency stakeholders and feasibility study.

TASK 2.2 ASSUMPTIONS:

- Additional outreach materials or engagement activities beyond the initial scope may require modifications.
- Decision-Makers:
 - County = Washington County District 3 representative Commissioner Jason Snider.
 - City = Sherwood City Council.
- Additional City Council meetings will be lead by city staff.
- City of Sherwood will host tabling events in approximately Fall 2025.
- Virtual open house is not included with this scope of work.
- Handouts and schedule graphics can be used by City of Sherwood to provide updates on the project through their established channels.

TASK 2.2 DELIVERABLES:

- Outreach & Communication Materials – Fact sheets, project description, website content, graphics.

- Agenda and Minutes from Meeting No. 1, 2, and 3.
- Follow-up Email for Meeting No. 1, 2, and 3.
- Public Engagement Summary Report – Documentation of outreach activities and key themes.

2.3. Review of Existing Plans and Studies

The purpose of this task is to review a County produced memo that summarizes any existing adopted plans in relation to the Elwert Road – Edy Road Feasibility Study. The review will assess the feasibility, design consistency, regulatory compliance, and alignment with transportation, land use, and environmental considerations. This memo will support the creation of project goals and objectives, evaluation criteria, identifying potential constraints and opportunities, and definition of alignments.

- Analyze the Sherwood West Concept Plan and supporting transportation planning documents.
- Review Washington County Transportation System Plan (TSP) and City of Sherwood TSP.
- Review Metro Regional Transportation Functional Plan or other relevant regional/local plans.
- Identify key roadway design assumptions, intersection control types, and multimodal considerations.
- Assess planned land use changes and growth projections that impact road feasibility.

2.4. Goals and Objectives Development

The purpose of this task is to define clear, measurable **goals and objectives** that will guide project development, define evaluation criteria, and foster stakeholder alignment. The consultant team will:

- Establish high-level goal(s) that define the purpose and outcome of the project.
- Develop objectives that guide the definition of feasibility.
- Present and confirm goals and objectives with the agency stakeholders at Meeting No. 1.

TASK 2.4 ASSUMPTIONS:

- Goals and objectives will be developed based on available data and stakeholder input presented at meetings.

TASK 2.4 DELIVERABLES:

- Goals & Objectives Memo summarizing findings and recommendations.

2.5. Evaluation Criteria

Based on the project objectives collected at Meeting No.1, the consultant team will develop and draft evaluation criteria to rate identified alignments. Otak will develop a method to rank alignments in anticipation of determining a preferred alignment.

Evaluation criteria may include, but is not limited to, cost, user experience, environmental considerations (wetlands, permitting, habitat impact), land use compatibility, neighborhood livability, and right-of-way impacts, technical feasibility (engineering, constructability), traffic, safety, and multimodal considerations, and public acceptance and stakeholder input. (These are to guide the stakeholders' deliberations.)

Otak will confirm ranking system with agency stakeholders at Meeting No. 2, ensuring the correct amount of variation and specificity of each criterion. The evaluation criteria and ranking process will be finalized following Meeting No. 2.

TASK 2.5 DELIVERABLES:

- Draft and Final Evaluation Criteria and ranking.

2.6. Basis of Design

Consultant team to prepare basis of design and confirm design criteria, including but not limited to:

- Washington County Roadway Standards (including draft Complete Street design standards).
- Washington County Community Development Code, Section 501.
- Washington County's Access Management Strategy.
- Washington County Transportation System Plan.
- City of Sherwood's Engineering Design Manual.
- Sherwood West Concept Plan (including roadway alignments, land use assumptions).
- Sherwood Transportation System Plan.
- Metro Regional Functional Transportation Plan.
- Applicable governing planning policy.
- Traffic Assumptions per Washington County Regional Travel Model (based on 2023 Regional Transportation Plan).
- Level of public information to share.

Consultant team will host a workshop with County and City staff to discuss road standards to determine and finalize Basis of Design criteria.

TASK 2.6 ASSUMPTIONS:

- The scope does not include detailed project design or technical analysis.
- Meeting will be held virtually on MS Teams, unless otherwise requested by Washington County.

TASK 2.6 DELIVERABLES:

- Draft and Final Basis of Design document.
- Basis of Design Workshop minutes within one week after the meeting.

3. Data Collection and Existing Conditions Analysis

This task will include analyzing the data available from previous technical studies. Available data will be supplemented by field investigations that identify and investigate existing manmade and natural features, such as surface drainage patterns and flood plain boundaries.

3.1. Surveying and Mapping

Consultant shall collect minimal data to support the hydraulic modeling and the potential realignment of the roadways. Consultant shall collect and utilize public data within the study area. This task includes:

- Gather existing data available via NearMap aerial photos, LiDAR, GIS sources, OneCall, and agency record drawing files.
- Consultant shall contact Oregon Utility Notification Center to request as-built maps.
- Collect a sufficient amount of confidence points at the roadway crossings of SW Edy Road, SW Elwert Road and at the intersection of SW Edy Road and SW Elwert Road to verify the LiDAR data.
- Tie the low points of the overhead utility line elevations at up to eight (8) locations.
- Tie invert elevation or top of culvert at the creek locations and at the west side of the intersection of SW Edy Road and SW Elwert Road.
- Gather cross section data of the creek channel at eight (8) locations with seven points in each cross section.
- Tie wetland and ordinary high water (OHW) flags.
- Compile collected survey data, supplemental LiDAR and GIS data into a basemap using AutoCAD 2022 Civil 3D format.

Consultant will perform survey efforts in support of this task not to exceed the contracted fee for this task.

TASK 3.1 ASSUMPTIONS:

- County will coordinate permits of entry.
- This task does not include field check of as-built drawings or existing utility structures. Invert elevations of inlets and manholes will not be obtained.
- A complete, detailed basemap and DTM will not be included (to be included in the future, final design phase).

3.2. Traffic & Safety Analysis

This task includes review and analysis of traffic volumes in the study area to guide development of alternatives and determine feasibility of the future Elwert Road alignment.

The County will collect traffic data, including:

- 7-day tube counts with speed and vehicle class.
 - Elwert Rd (north of Edy Rd).
 - Edy Rd (east of Elwert Rd).
- Weekday 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. peak hour intersection turn movements.
 - Edy Rd/Elwert Rd.
 - Elwert Rd/Hwy 99.
 - Elwert Rd/Handley St.
 - Elwert Rd/Kruger Rd.
 - Edy Rd@ Copper Terrace.
 - Elwert Rd/Conzelmann Rd.
 - Elwert Rd @ Lebeau Rd / Scholls-Sherwood Rd.

Consultant will perform the following items:

- Analyze traffic data provided by County.
- Collect ODOT statewide data for most recent three (3) years of crash records on Elwert Road (Scholls-Sherwood to OR 99W) and on Edy Road (Ramblin Reck Rd to Copper Terrace).

Consultant will review and confirm the existing traffic conditions:

- Review existing transportation plans, traffic studies in adjacent area to identify any in-process growth from approved development.
- Analyze 2025 AM/PM weekday traffic conditions using Highway Capacity Manual (HCM) methods (Synchro model) at the following intersections to report V/C and LOS:
 - Elwert Rd /Lebeau Rd /Scholls-Sherwood Rd.
 - Elwert Rd /Conzelmann Rd.
 - Elwert Rd /Edy Rd.
 - Elwert Rd /Handley Rd.
- Use Replica data to summarize information about trips approaching the Elwert/Edy intersection and summarize general trip patterns, including origin-destination and trip length.

Consultant will prepare future volumes for one horizon year (2045 p.m. peak hour) and land use assumption for Sherwood West:

- Coordinate with Washington County to apply the Washington County regional travel model to project future volumes (assume year 2045) including future growth in the Sherwood West area. It is assumed that up to two model runs may be needed to consider different network connectivity.
- Land use assumptions (households and employees by type) based on Sherwood West with City of Sherwood and Washington County staff. Land use assumptions will assume full build out of the Sherwood West area within the 20-year planning horizon.
- Develop 2045 "No Build" traffic volumes (existing roadway network with planned land use growth), analyze intersection operations for the study area, Elwert Road intersections during the 2045 p.m. peak hour, and identify key traffic elements (e.g., heavy turn movements or other circulation

strategies) that should be accommodated by the proposed alternatives, including any potential additional lanes required at roundabouts.

Consultant will develop proposed cross section (number of travel lanes) for Elwert Road alignments:

- Consider Washington County's Access Management Strategy.
- Evaluate size (number of lanes) and general location of roundabouts proposed in Sherwood West plan.
- Provide summary of traffic conditions for up to three (3) transportation alternatives based on location and intersection control type at Elwert Rd /Edy Rd.

Consultant will prepare a traffic analysis memorandum to identify lane configuration needs for up to three (3) future year (2045) alignment alternatives. Lane configuration needs will be based on typical cross section not including turn lanes at intersections for Elwert Rd (existing alignment and potential shifted alignment):

- Traffic analysis memorandum summarizing key assumptions, performance metrics, and findings.
- Performance metrics to be reported:
 - Approach V/C and LOS.
 - Estimated change in travel time and volume on Elwert Rd from:
- SW Lebeau Rd to SW Handley St.
- SW Lebeau Rd to SW Copper Terrace.

TASK 3.2 ASSUMPTIONS:

- Sherwood West land use will be based on assumptions documented in the Sherwood West concept plan and confirmed with City staff.
- Washington County to coordinate with Metro to run regional model with Sherwood West Concept Plan land use and will develop base year model and up to three future year network alternatives. A sensitivity analysis will also be conducted, including buildup of nearby urban reserve areas, including Sherwood North and South, Kingston Terrace, River Terrace 2.0, River Terrace South, Cooper Mountain, and South Hillsboro.
- Additional traffic count data will need to be collected for future Edy Road analysis and is not part of this scope.
- Traffic analysis will focus on V/C Model files (Synchro, Sidra) included with deliverable and level of service (LOS).
- LOS will not include vehicle queuing analysis.
- Traffic analysis will include a summary of analysis results but not direct recommendations for the location or sizing of transportation facilities since those recommendations may be based on other evaluation criteria (e.g., environmental impacts, structure needs, etc.) beyond traffic conditions.
- Roadway sizing needs will generally be provided for cross section (number of lanes) based on the traffic growth assumptions for Sherwood West. General observations about intersection sizing needs will be limited to feasibility. It is recognized that specific intersection approach lane channelization and geometries will be refined and determined through future study of the Sherwood West area.
- City provides land use data (e.g. Sherwood West Concept Plan).
- Consultant will provide updates regarding traffic analyses at PMT meetings.
- Consultant will alert County if analysis shows more than three lanes are recommended for any of the alternatives, including urban reserves sensitivity test alternatives.

TASK 3.2 DELIVERABLES:

- Draft and final traffic analysis memorandum.
- Model files (Synchro, Sidra) included with deliverable.

3.3. Geotechnical Services

This task involves geotechnical review and limited analysis to provide preliminary understanding of anticipated subsurface conditions, slope stability hazards, and provide information for concept-level design of culvert or bridge foundations, retaining walls, and general earthwork recommendations. Consultant will not conduct subsurface investigations, lab testing, or provide detailed analyses.

Consultant shall review available **existing information** relating to geologic conditions in the vicinity of the existing and proposed project alignment(s), such as geologic units, historic land use, known fill materials, and geologic hazards.

Consultant shall review available information from the following sources (as applicable):

- Topography information from available GIS and/or aerial survey (provided by Otak).
- Existing published and unpublished literature (such as non-governmental, private studies) from agency partners, ODOT, federal, County or City records, and hazard maps.
- Previous geological and geotechnical reports from agency partners, ODOT, federal, County, City, consultants, groups or individuals pertinent to the Project.
- As-built roadway plans (available from Washington County).
- Structure plans and Foundation or Geotechnical Data Sheets (available from Washington County).

Consultant shall conduct one geotechnical reconnaissance of the site:

- Conduct a site walk / site reconnaissance within the right-of-way for the existing alignment and outside the right-of-way once Permits of Entry have been obtained for the proposed alignment.
- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify geologic conditions in the project area.
- Identify any geologic hazards observed.

Consultant shall prepare and deliver a memorandum summarizing relevant geologic information for incorporation into the feasibility analysis. This memorandum may include, but is not limited to, a general description of geologic characteristics of the vicinity, identification of known site conditions, and references to available mapping indicating potential geotechnical challenges. Consultant will perform research and coordination efforts in support of this task, not to exceed the contracted fee for this task.

3.4. Hazardous Materials Corridor Study

This work is intended to identify potential sources of environmental contamination (hazardous waste, hazardous substances, toxic substances and other hazardous materials regulated under federal and State statutes and regulations/administrative rules) that could impact the Project.

Consultant will conduct a Hazardous Materials Corridor Study (“HMCS”) to identify potential sources of contamination that could impact property acquisition or construction. The HMCS will be prepared according to the following standards and guides:

- “Hazardous Waste Guide for Project Development”, by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation.
- “ODOT Hazmat Program Procedures Guidebook,” Oregon Department of Transportation.
- “Level 1 Corridor Study” report template, Oregon Department of Transportation.
- And the requirements listed below.

Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in County acquiring contaminated property.

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the minimum search radii listed below.

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking (L)UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining
State Fire Marshal's Spill Response List	Site and Adjoining
Oregon Motor Carrier Spill List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler web site at <http://deq12.deq.state.or.us/fp20/>, to determine whether contamination from adjacent facilities is likely to impact project construction. Alternatively, this review may be conducted using commercially available database reports such as provided by EDR.

Consultant shall review the Oregon Water Resources Department on-line database at http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx to determine if water wells or monitoring wells are located on or adjacent to the project corridor.

Consultant shall review project files at the appropriate DEQ Region office, based on the project location, for all facilities considered to be high risk for impacting project construction. Consultant shall use DEQ file information to delineate contaminated areas within the project corridor and identify if that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the project corridor and adjacent properties, using one or more of the following resources:

- Sanborn Fire Insurance Maps.
- Aerial Photographs.
- Reverse Agency Directories.
- Historic property ownership/occupancy records or building permits.

The resource(s) selected must, if possible, provide historic information regarding land use back to 1935 at 10-year intervals, or the Consultant must demonstrate that such information is not readily available.

Consultant shall review pertinent records that may be made available by the agency partners as they relate to the environmental condition of the project corridor.

Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available under "Guidance Materials" at

<https://www.oregon.gov/odot/GeoEnvironmental/Pages/Haz-Mat.aspx>. The report shall include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

TASK 3.4 DELIVERABLES:

- Draft HMCS report to County PM within 8 weeks following Notice to Proceed (“NTP”).
- Final HMCS report to County PM within 1 week following receipt of draft review comments.

3.5. Historic, Cultural, and Archeological Analysis

The purpose of this task is to conduct a **desktop-level review and analysis** of historical, cultural, and archaeological resources within the project area. This preliminary assessment will help identify potential constraints related to historic properties, culturally significant sites, and archaeological sensitivity, informing project planning and regulatory compliance.

TASK 3.5 DELIVERABLES:

- Memorandum presenting findings of Historic Resource Review and Archaeological Review, potential impacts, and recommendations for preparing preliminary design.

3.6. Hydraulic Analysis

This task is for the hydraulic analysis to support the feasibility for new or replaced crossings at Chicken Creek no more than 1000 feet upstream of existing Edy Road and 1000 feet downstream of the existing Elwert Road crossing. The priorities of this task are to provide hydraulic data to support crossing configuration and impacts of roadway modifications on the Chicken Creek corridor.

The hydraulic design will follow the requirements of the following design standards:

- Applicable sections of the Washington County Code and Clean Water Services standards.
- ODOT Hydraulics Manual.
- HEC-18, Evaluating Scour at Bridges (Fifth Edition).
- ODFW Stream Crossing Guidelines.
- NMFS Fish Passage Guidelines.

3.6.1. Data Collection and Review

Collect and review available information on Chicken Creek and tributaries within the study area including previous study reports, available survey data, historic air photos, as-builts of existing crossings, effective hydraulic models, FEMA FIS Reports, and available geotechnical information.

3.6.2. Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs. Use this information to verify the effective model and inform any models created for analysis.
- Record observations of the following:
 - General characteristics of Chicken Creek and adjacent floodplain in the study reach that includes the proposed crossings.
 - Field indicators of lateral and vertical stability of the channel.
 - Floodplain and channel roughness parameters.
- Prepare survey request to capture cross section markers upstream of the existing Edy Road crossing to support the hydraulic modeling.
- Review available historic air photos to evaluate past channel migration.

3.6.3. Hydrologic Analysis and Hydraulic Analysis

The Consultant shall use existing Chicken Creek analysis provided under the existing Federal Emergency Management Agency (“FEMA”) floodplain information to determine the feasibility of the Elwert Road alignment sited near or within the floodplain to meet the County’s/City’s no rise requirements. The level of assessment must be general in nature to support concept level siting of roadway segments near mapped floodplain. Terrain assessment must be limited to capturing general topography at the site and should not be detailed. Any modeling will not take the place of the FEMA effective model and will not be valid for no-rise documentation for the County and FEMA during later phases of the Project. Note that dramatic changes in roadway alignments and structures in the system may require a CLOMR/LOMR with FEMA regardless of no-rise conditions.

- Review FEMA effective model of Chicken Creek and contributing tributaries.
- Review design flows established in the existing FEMA model and compare to regression equation-based estimates (ORWD Streamstats).
- Generation of peak discharges for the 2-year through 500-year floods as well as any flows necessary for meeting fish passage requirements.
- Perform a hydraulic analysis of Chicken Creek in the vicinity of the culvert crossing using the U.S. Army Corps of Engineers HEC-RAS (version dependent on effective model) computer software to evaluate existing conditions and up to two (2) project conditions for a range of flows up through the 500-year event.
 - Utilize and update (if required) the FEMA effective model to represent pre-project conditions at the site.
 - Build a proposed conditions model for two (2) crossing alternatives.
 - Keep existing alignment but adjust road configuration.
 - Use this model version to test two structure configurations for cost comparison: one that meets minimum permitting guidelines, and one that optimizes stream function. Otak will prepare structure design recommendation based on the results and client feedback to determine a preferred structure configuration.
 - Model system with new roadway alignments and use preferred structure configuration at crossings.
- Coordinate with the roadway and structural engineers, as well as environmental specialists on the design of the crossings and associated bank protection.
- Provide documentation of all analysis, decision-making, and engineering recommendation in a technical memo.

3.6.4. Scour Analysis

Conduct a preliminary scour analysis at the crossings following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition), to support the design of the bridge foundations and necessary scour countermeasures for a typical bridge in this system of crossings.

Coordinate with the structural engineers on the design of the bridge foundations and scour countermeasures with enough detail to generate a cost estimate.

3.6.5. Hydraulic Feasibility Study Technical Memo

Report will document field observations, hydraulic study completed for the alternatives analysis, and provide recommendations for structure configuration design in order to support fish passage, structure stability, and permitting requirements for the future project. Otak will generate a draft report, receive client comments, document responses to client comments, and incorporate those comments into a final report.

TASK 3.6 ASSUMPTIONS:

- Data collection will be required for up to 12 cross sections in the study area.
- Modeled alternatives will not include detailed stream design but will include changes in road embankment locations and structure size, type, and location as dictated by each alternative.
- Modeling will include analysis to ensure alternatives provide adequate fish passage for permitting considerations.
- Feasibility criteria to include hydraulic performance, permitting effort, mitigation costs.
- While hydraulic modeling may be able to indicate preliminary no-rise conditions, a CLOMR/LOMR effort will likely be needed for alternatives that fully relocate crossings or add new crossings for Washington County to maintain good standing with the FEMA Flood Insurance Program (FIP). This scope of work will not address a CLOMR/LOMR for this early feasibility study stage of the project but will include associated costs in any cost estimates.

TASK 3.6 DELIVERABLES:

- Electronic copy of hydraulic modeling files (HEC-RAS).
- Draft and Final Hydraulic Feasibility Study Technical Memo, including documentation of work completed for Task 4.6 scope and resulting design recommendations.

3.7. Stormwater Analysis

This task includes work to evaluate stormwater needs for Elwert Road in the three alternative roadway alignments under consideration. Consultant will obtain and review existing information regarding flow patterns, facilities, and water resource deficiencies within the project limits and for the tributary basin.

3.7.1. Data Collection and Alternatives Analysis

- Utilize GIS and site survey information to establish existing drainage basins and flow patterns.
- Review the Natural Resources Conservation Service soil characterization mapping to establish existing soil types.
- For each of three alternative roadway alignments, calculate the amount of new and replaced impervious surfaces for the project to determine which stormwater requirements apply to the project.
- Develop the stormwater collection and management for each of the three alternative roadway alignments to a conventional facility.
- Size treatment and flow control facility and determine the approximate facility footprint.
 - The auto size function in Tualatin River Urban Stormwater Tool (TRUST) is Hydrological Simulation Program—FORTRAN (HSPF) based model developed for the Tualatin River watershed will be used to determine the footprint of conventional facilities.

3.7.2. Stormwater Needs Memorandum

- Quantify cost for stormwater treatment option.
- Document stormwater alternatives analysis and cost estimates in a report.

TASK 3.7 ASSUMPTIONS:

- At a minimum, stormwater facilities will meet the requirements of SLOPES V.
- Native infiltration assumptions will be based on soil types within the Clean Water Services Design and Construction Standards Table 4-5.

TASK 3.7 DELIVERABLES:

- Summary Stormwater Needs Memorandum, including stormwater calculations and costs.

3.8. Environmental & Regulatory Considerations

This task involves review and recommendation of the environmental permitting and compliance needs required for each alternative to determine the feasibility of future Elwert Road alignment. Consultant shall

complete the necessary field and literature investigations to provide the County, City, and Permitting Agency environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project. Consultant will review federal, state, and local regulatory compliance requirements.

3.8.1. Data Collection

- Perform a Wetland and Waterways Determination of the study area to establish the presence of wetlands and the requirements for regulatory compliance. In the areas of proposed crossing structures, the Consultant shall conduct a wetland determination which consists of Global Positioning System ("GPS") data collected sparsely along the boundaries to increase the accuracy of the work. The wetland determination boundaries, with the appropriate width of Clean Water Services (CWS) vegetated corridors, must be transferred to the Project base map that is used to plan the Elwert Road alignment options (Included below).
- Determine the ordinary high water (OHW) elevation during wetland determination to meet the requirements of Washington County's Code, the US Army Corps of Engineers (USACE), National Marine Fisheries Service (NMFS), and Oregon Department of Fish and Wildlife (ODFW).
- Perform wetland and stream boundary flagging (for bank full width to assist bridge design) at the proposed crossings for the proposed Elwert Road alignment (per the Sherwood West plan). Flags will be mapped by consultant survey field crew and added to the project basemap as part of Task 3.1.
- Perform analysis to address Washington County Significant Natural Resources code (CDC Section 422).
- Perform a vegetated corridor assessment.
- Use LiDAR data to determine topographic slopes within the project area to determine whether any exceed 25% (resulting in an increased width of buffer, if so).

3.8.2. Determine Wetland and Vegetated Corridor Impacts

- Create vegetated corridor boundaries using wetland determination and slope data.
- Basemap will include wetlands/creeks/vegetated corridor boundaries.
- Calculate impact area for each alignment.

3.8.3. Determine Mitigation Options

This task will provide an analysis of two mitigation options that addresses no net loss of functions and areas to wetlands, stream and vegetated corridor as required by the County, CWS, and the USACE. Consultant will consider a local mitigation bank option and a regional facility option. The recommendations will include feasibility and costs required to meet performance standards and monitoring methods per DSL standards.

3.8.4. Preliminary Biological Assessment

This task includes research into the Endangered Species Act (ESA) to provide process compliance needed at preliminary and final design phases. Consultant team will research existing policies and potential for newly-listed species to determine whether formal consultation is required.

3.8.5. Assess Permitting Requirements

- Curate a list of permits needed for roadway construction of each alignment.
- Quantify the level of effort required for each permit based on estimated environmental impacts.
- Create a permitting document that will address the following:
 - Natural Resource Assessment including a Vegetated Corridor Assessment needed for CWS Service Provider Letter.
 - Site Assessment for Section 422.

- Floodplain impacts and whether mitigation will be required per the pre-implementation compliance measures.
- Schedule for state and federal permitting.
- Grading and Erosion Control Permit.
- DEQ 1200C permit, per DEQ requirements.
- Approximate cost for permits.
- Approximate timelines for individual permits and their linkages.

TASK 3.8 ASSUMPTIONS:

- No permits and approvals from state, federal, or local agencies will be obtained for this phase of the work.
- No ESA documentation will be prepared for the project (Biological Assessment) since there is no federal nexus identified.
- When project is ready to apply for permits (approximately at the 60% design milestone), a formal consultation with NMFS is expected to be required for this project due to the road widening.
- Any wetland or creek impacts will pay into a local mitigation bank, which is the preferred mitigation method for USACE.
- Because the project will consult with NMFS, it will be exempt from FEMA requirements.
- If modifications to the existing bridge or structure, project will meet SLOPES criteria.
- For a new crossing, project will not meet SLOPES criteria and will need formal consultation at final engineering phase and through permitting.
- Consultant will consider local wetland inventory data, if available.

TASK 3.8 DELIVERABLES:

- Environmental Permitting Needs Memorandum, including any original source mapping (e.g. CAD/GIS/etc.).
- GIS layer of delineated features (e.g. wetlands, OHW, vegetated corridors, etc.)

3.9. Utility Coordination

This task includes work to communicate with utilities to anticipate project impacts. Consultant will coordinate with Washington County Utility Coordinator to perform utility coordination and liaison activities with utility owners/operators for the Project. Utility Coordination will be in compliance with the current version of the utility coordination policy requirements as described in the Oregon Utility Relocation Manual. (available at: <https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under Policies and Guidance). This work includes reviewing utilities that may be in conflict with the alternative alignments and coordination with the utility owners to identify those potential conflicts. Additionally, Washington County Utility Coordinator and Consultant shall obtain system mapping from utilities located within the Project limits.

Washington County Utility Coordinator will be responsible for the following:

- Contact utilities directly, request data and information for existing utilities such as as-built drawings.
- Set up and document all utility coordination meetings.
- Develop Utility Matrix.
- Engage utilities regarding relocation effort, including cost, schedule, possible locations, and coordination needs.
- Provide redline revisions to basemaps, as needed.

Otak will be responsible for the following:

- Gather existing data available via GIS sources, One-Call, and agency files.

- Prepare basemap showing conceptual roadway alignments and existing utility infrastructure.
- Prepare a draft and final Utility Report/Memo for those utilities located within the Project limits. The "Utility Report" must include as many of the following items that are known and applicable:
 - Description of utilities located within the Project limits.
 - Utility facility structure dimension.
 - Probable buried depth of cover or aerial lowest height of wire.
 - General description of utility facility structure material.
 - Reliance upon other utilities in the vicinity (joint use facility).
 - Potential utility conflicts.
 - Potential undergrounding requirements.
 - Potential impact to the project regarding potential utility relocations.
- Update basemaps and concept roadway alignment maps as needed.

TASK 3.9 ASSUMPTIONS:

- Utility providers will provide information regarding potential utility relocations, such as coordination efforts, timelines, and/or costs.
- Probable buried depth will be assumed if not provided by utility owner.
- No potholing will be done at this stage.
- No analysis or determination of existing utility capacity.
- Available GIS mapping, as-built records, or other publicly available sources will be used to determine utility information:
 - Horizontal and vertical location of lines and structures.
 - Structure dimensions.
 - Material description of utilities.
 - Presence of joint use facilities.

TASK 3.9 DELIVERABLES:

- Utility Matrix (by County).
- Draft and Final Utility Report.

3.10. Existing Conditions Memorandum

(Compilation of all memos listed above)

The Existing Conditions memo will outline key information that will be needed during this process, particularly information that will be needed during the evaluation and alternatives analysis. Following review of adopted plans and documents, Otak will meet with County staff to discuss any updated assumptions and needs. Consultant will prepare a memo that summarizes land use, transportation, environmental assessment, geotechnical, historic/cultural, hydraulics, utility information, and ROW conditions. Consultant will use figures, maps, and tables whenever possible to summarize and convey information. Consultant will compile existing condition data gathered in Task 3 into the AutoCAD basemap file, as applicable. County to provide one set of consolidated review comments.

TASK 3.11 DELIVERABLES:

- Draft and Final Existing Conditions Memorandum.

4. Alignment Alternatives

The purpose of this Alternatives Analysis (AA) is to evaluate three options for project development, assessing feasibility, costs, environmental impacts, and overall effectiveness. This process will guide decision-making and identify a preferred alternative that best meets project goals, regulatory requirements, and stakeholder needs.

4.1. Roadway Design

Otak will layout alignment alternatives for Elwert Road based on selected cross sections in Task 2.6 for the identified functional classification. Alignments will consider recommendations relating to number of travel lanes, configuration of travel lanes, stormwater treatment facilities, bicycle and pedestrian treatments, crossing structure size and location, environmental permitting effort, and existing utility locations. Proposed intersections will also be incorporated into the layout, including proposed roundabouts.

Alternative 1 will evaluate improving Elwert and Edy while maintaining the existing road alignments and intersection type and location. This alternative will include:

- Replacement of Elwert and Edy roads to provide a complete street design based on the recommended cross section developed as part of Task 3 (Otak).
- Location of structures will be identified based on information developed in Task 4.2 (Otak).
- Location of stormwater facilities based on information developed in Task 3.7 (Otak).
- Location of environmentally sensitive areas as determined in Task 3.8 (Otak).

Alternative 2 will be to evaluate the re-alignment of Elwert and Edy as depicted in the Sherwood West Concept Plan, Figure 21. This alternative will evaluate:

- Construction of new Elwert and Edy Roads at the approximate location shown on the Sherwood Concept Plan.
- Implementation of the recommended cross section developed as part of Task 3 (Otak).
- Intersection control will be roundabouts (DKS).
- Location of structures will be identified based on information developed in Task 4.2 (Otak).
- Location of stormwater facilities based on information developed in Task 3.7 (Otak).
- Location of environmentally sensitive areas as determined in Task 3.8 (Otak).

Alternative 3 will evaluate a roundabout for the existing intersection of Elwert and Edy Road. This alternative will evaluate:

- Construction of a new roundabout at a location near the existing Elwert/Edy intersection.
- Implementation of the related recommendations from Alternative 1.

Additionally, for each alternative, the consultant will:

- Develop a 10%-level conceptual design, considering multimodal options, right-of-way constraints, and future growth projections.
- Develop a proposed road centerline alignment and profile.
- Provide a plan view layout of proposed road improvements based on proposed alignments and cross section determined as part of Tasks 2 and 3.
- Develop a roadway corridor model in AutoCAD Civil3D to determine the limits of cut and fill and to assist in identifying locations where retaining walls may be required.
- Incorporate findings or mapped areas provided by consultant team members (i.e. environmentally sensitive areas).
- Coordinate design with other disciplines to locate structure and storm drainage elements.
- Identify conflicts with existing utilities.
- Develop concept level construction cost estimates for each alternative.
- Consultant will review and incorporate right-of-way acquisition estimates provided by County.

TASK 4.1 ASSUMPTIONS:

- DKS will assist with the following:
 - Layout of all roundabouts; work with Otak to incorporate designs into AutoCAD maps.
 - Assist Otak with concept level cost estimates and feasibility assessments for each alternative.
- Consultant will provide updates regarding analysis of alternatives at PMT meetings.
- Consultant will alert County if analysis shows an alternative may not meet a project objective or evaluation criterion.

TASK 4.1 DELIVERABLES:

- Conceptual Roadway Alignment strip maps.
- Concept level construction cost estimate of each alternative.

4.2. Bridges & Structures Design

This task involves the work associated with a new bridge or culvert structure that will replace the existing culverts based on the Alternatives 1 and 2 discussed in Task 4.1. It is assumed that Alternative 3 discussed in Task 4.1 will not impact the crossings on the existing alignment and will not be considered separately from Alternative 1. Consultant will study the restraints and constrictions for each alternative, including analysis of the existing culvert on Elwert Road north of Edy Road and fish passage requirements, floodplain and floodway requirements, environmental impacts, geotechnical recommendations, utility accommodations, cost, and construction schedule requirements. Based on this, alternatives ranging from various culvert sizes to different bridge types and spans will be considered and compared.

For Alternatives 1 and 2 described in Task 4.1, perform the following:

- Use existing ground surface, wetland mapping, preliminary geotechnical information, proposed roadway widths, width of crossing openings, and ordinary high-water elevation for the stream corridor to layout structures for each crossing.
- Develop a preliminary alternatives analysis, including cost estimate, up to two (2) alternatives for each crossing location. Cost estimate to include approximate long-term maintenance and construction costs.
- Type of structure depends on several factors including width of crossing opening (active channel width), hydraulic and fish passage requirements, subsurface soil conditions, and site-specific constraints. Consultant will consider open-bottom culvert and bridge options.
- The structural lead will meet with the consultant representative design and environmental disciplines to discuss the alternatives and ensure bridge width is appropriate for recommended roadway geometry and lane configuration.

TASK 4.2 DELIVERABLES:

- Conceptual structure layouts.
- Preliminary alternatives analysis, including cost estimate.

5. Feasibility Analysis, Report & Recommendations

The purpose of the feasibility analysis is to utilize the existing conditions information, public engagement, and the evaluation criteria to assess the feasibility, costs, benefits, and constraints of the proposed project. The report will include a decision matrix to summarize the findings of the feasibility study. The consultant team will prepare a report documenting the findings and outcome of evaluation.

The consultant team will present and discuss the draft report with PMT, as outlined in Task 2. The consultant will gather comments and provide a final report to serve as the basis for presentations at Governing Body meetings. The report will provide decision-makers with the necessary data supporting the preferred alternative as determined by the agency stakeholders and establish next steps for project implementation.

TASK 5 ASSUMPTIONS:

- Meetings and workshops are outlined in Task 2.

TASK 5 DELIVERABLES:

- Draft and Final Feasibility Study Report – Comprehensive study with recommended alternative, concept roadway alignment maps, and cost estimates.
- Project files including AutoCAD files of existing conditions basemap and each alternative, strip maps, report documents, and cost estimate spreadsheet.

6. Contingency General – Additional Services

The consultant team will perform additional services as requested in writing from Washington County.

COUNTY'S RESPONSIBILITIES

The County Shall:

- A. Provide design information for the project and available as-built records.
- B. Manage the relationship with other jurisdictions involved in the project, with adjacent property owners, and with the general public.
- C. Obtain Permits of Entry or provide access to property belonging to others.
- D. Provide a copy of chain of title from assessment and taxation, last deed recorded and assign right-of-way file numbers, as needed.
- E. Assist in utilities coordination and facilitate the timely receipt of utility data from the utility companies and other public agencies.
- F. Pay for all permit application fees unless otherwise noted.
- G. Provide advertisement for public announcements. Finalize, print, and distribute announcements, including uploading information to County website.
- H. Host open house activity.

6.1. Survey and Mapping

A two-person survey crew will collect terrestrial topographic surface data across the study area for approximately four days and will be scheduled with other field work activities.

TASK 6.1 ASSUMPTIONS:

- Supplemental terrestrial topo will gather surface shots across a broad area, without particular attention to breaklines or isolated surface features.

6.2. Stormwater Analysis

6.2.1. Data Collection and Alternatives Analysis

- Develop LIDA option for stormwater collection and management for each of the three alternative roadway alignments, including curb and gutter, stormwater planters/infiltration, and outfall to Chicken Creek.
- Size each treatment and flow control facility and determine the approximate facility footprint.

- A 12% sizing factor will be used to size planters for treatment and hydromodification.

6.3. Right-of-Way and Property Acquisition Estimates

This task includes work to identify and estimate costs for right-of-way (ROW) and property acquisition needs for feasible roadway alignments.

6.3.1. Right-of-Way Alternatives Feasibility

Using the identified alternative roadway alignments, consultant will determine area of acquisition. Consultant will analyze ROW needs using available information such as tax lot/property number, site address, mailing address, existing zoning, and future land use assumptions as confirmed in Task 2.

6.3.2. Right-of-Way services administration, meetings and progress reports

County to provide Consultant any information regarding previous contacts with landowners that may be affected by the proposed project. County to provide any preliminary relocation interviews and notes from discussions with county engineers regarding potential ROW impacts. This information will be provided for planning purposes only.

Consultant shall attend meetings to coordinate the ROW tasks with the PMT, internal project team members, and other discipline activities as needed. Meetings may be scheduled for, but are not limited to site visit meetings, project development meetings, and general project coordination meetings.

6.3.3. Cost Estimating

In anticipation of future ROW acquisitions, Consultant shall prepare a ROW cost estimate for use by the County to help identify future program funds for property acquisition.

Consultant shall perform ROW cost estimating to support project development and alternatives analysis. Consultant shall provide preliminary ROW cost estimates for up to eight (8) parcels that may be impacted by the project. Consultant shall develop preliminary estimates for up to three (3) alternatives.

TASK 6.3 ASSUMPTIONS:

- Up to four (4) meetings, assumed to average one (1) hour in duration.
- Assumes acquisition costs only – no transaction costs, appraisals, or appraisal reviews.
- Assumes cost estimates for up to three (3) alternatives.

TASK 6.3 DELIVERABLES:

- Prepare preliminary ROW cost estimates for each alternative.
- Prepare a right-of-way cost analysis that outlines the methodology for determining acquisition costs for each design alternative.

6.4. Alignment Refinement

Consultant team to incorporate agency stakeholder and community feedback regarding feasibility and refine one alignment to advance as the preferred alignment.

TASK 6.3 ASSUMPTIONS:

- No value engineering efforts included.

TASK 6.3 DELIVERABLES:

- Conceptual Roadway Alignment strip map.
- Concept level construction cost estimate.

PAYMENT

Compensation for professional services performed will be invoiced on a time and materials basis in accordance with the estimate of hours (see attachment).

Schedule of Deliverables

Task	Deliverable
Task 1 Project Management and Coordination	
1.1	Invoice and Progress Reports
1.1	Subconsultant Contracts
1.1	Kickoff Agenda/Minutes
1.2	PMT Agenda/Minutes
1.3	Project Schedule
1.4	QA/QC Tracking Document Log
Task 2 Public and Stakeholder Involvement	
2.1	Stakeholder Identification
2.1	Public Involvement Plan
2.1	Tribal Outreach coordination
2.2	Outreach & Communication Materials – Fact sheets, project description, website content, graphics
2.2	Minutes from Meeting No. 1, 2, and 3
2.2	Follow-up Email for Meeting No. 1, 2, and 3.
2.2	Public Engagement Summary Report
2.3	Draft and Final memo summarizing Existing Plans and Studies.
2.4	Goals and Objectives Memo
2.5	Draft and Final Evaluation Criteria and Rankings
2.6	Draft and Final Basis of Design document
Task 3 Data Collection and Existing Conditions Analysis	
3.2	Draft and final traffic analysis memorandum.
3.2	Model files (Synchro, Sidra) included with deliverable.
3.4	Draft and Final HMCS report to REC
3.5	Memorandum presenting findings of Historic Resource and Archaeological Reviews
3.6	Electronic copy of hydraulic modeling files (HEC-RAS)
3.6	Draft and Final Hydraulic Feasibility Study Technical Memo
3.7	Summary Stormwater Needs Memorandum
3.8	Environmental Permitting Needs Memorandum
3.9	Utility Matrix
3.9	Draft and Final Utility Report
3.10	Draft and Final Existing Conditions Memorandum
Task 4 Alignment Alternatives	
4.1	Conceptual Roadway Alignment Strip Maps
4.1	Concept Level Construction Cost Estimate of each Alternative
4.2	Conceptual Structure Layouts
4.2	Preliminary Alternatives Analysis, including Cost Estimate
Task 5 Feasibility Analysis, Report, and Recommendations	
5.1	Draft and Final Feasibility Study Report
5.1	Project files (AutoCAD, documents, spreadsheets)
Task 6 Contingency General – Additional Services	
6.3	Preliminary ROW cost estimates
6.3	ROW Cost Analysis
6.4	Alignment refinement: Conceptual Roadway Alignment strip map.
6.4	Alignment refinement: Concept level construction cost estimate



RESOLUTION 2025-070

AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE ELWERT ROAD FEASIBILITY STUDY FUNDING CONTRIBUTION

WHEREAS, ORS 190.010 authorizes agencies to enter into an intergovernmental agreement for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, Following Metro's adoption of Sherwood West into the Urban Growth Boundary, the City and County identified the need to study the feasibility of roadway and intersection realignment and identify a preferred alternative for SW Elwert Road and SW Edy Road; and

WHEREAS, The preferred alternative will provide a foundation for future transportation and land use planning in Sherwood West in the vicinity of the study area; and

WHEREAS, on June 4, 2024 by R&O 24-42 the County Board of Commissioners authorized \$250 million for the Department of Land Use & Transportation's Major Streets Transportation Improvement (MSTIP) 3f Program; and

WHEREAS, the MSTIP 3f program has allocated up to \$14.2 million in funding for the Edy Road Complete Street Project and the Elwert Road Feasibility Study project; and

WHEREAS, the total consultant fee for the Elwert Road Feasibility Study is estimated to be \$638,768 including the City's contribution of \$200,000; and

WHEREAS, any increase to the City's contribution requires agreement between the City and County; and

WHEREAS, an additional IGA will be required for any financial contribution from the City for the Edy Road Complete Street Project.

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

Section 1. The IGA is included as Exhibit A to this resolution.

Section 2. The City Manager is hereby authorized to sign the IGA with Washington County for the Elwert Road Feasibility Study funding contribution in a form substantially similar to that included as Exhibit A.

Section 3. An increase in the City's contribution above \$200,000 shall require approval by the City Council via resolution.

Section 4. This Resolution shall be effective upon its approval and adoption.

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

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND THE CITY OF SHERWOOD FOR ELWERT
ROAD FEASIBILITY STUDY FUNDING CONTRIBUTION**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Sherwood, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

1. WHEREAS, ORS 190.010 authorizes agencies to enter into an intergovernmental agreement for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on June 4, 2024 by R&O 24-42 the COUNTY Board of Commissioners (Board) authorized \$250 million for the Department of Land Use & Transportation's Major Streets Transportation Improvement (MSTIP) 3f Program, hereinafter referred to as "MSTIP 3f"; and
3. WHEREAS, the MSTIP 3f program has allocated up to \$14.2 million in funding for the Edy Road (Borchers Dr to Cooper Terrace); Edy Road/Elwert Road study projects; and
4. WHEREAS, CITY and COUNTY desire to cooperate, as provided in the Elwert Road/Edy Road Realignment Feasibility Study Charter, along with other local partners, in the ELWERT ROAD FEASIBILITY STUDY, as described in Attachment A attached and fully incorporated herein; and
5. WHEREAS, it is the mutual desire of the COUNTY and CITY to enter into this Intergovernmental Agreement to cooperate in the ELWERT ROAD FEASIBILITY STUDY and to allocate responsibilities as detailed below.

AGREEMENT

NOW THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants as set forth below, the parties hereto agree as follows:

1. **COUNTY OBLIGATIONS**

- 1.1 COUNTY shall perform, or cause to be performed, all actions necessary for the ELWERT ROAD FEASIBILITY STUDY for a proposed realignment of the existing Elwert Road and Edy Road segments within the Sherwood West Concept Plan area, as described in Attachments A and B.

- 1.2 COUNTY shall partner with CITY in the ELWERT FEASIBILITY PROJECT as outlined in the Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f and in the Elwert Road – Edy Road Feasibility Study scope of work included as Attachments C and D.
- 1.3 COUNTY shall partner with CITY on any change to the scope of work for the ELWERT ROAD FEASIBILITY STUDY. CITY shall have 10 business days to review and inform the COUNTY in writing of its concurrence of suggested revision. COUNTY and CITY shall mutually agree to changes to the scope of work.
- 1.4 COUNTY shall invoice CITY for the \$200,000 contribution within thirty (30) calendar days of the execution of this AGREEMENT.
- 1.5 COUNTY shall perform all actions regarding compensation as set forth in Article 3 – Compensation.

2. CITY OBLIGATIONS

- 2.1 CITY shall, upon execution of this Agreement, designate a staff person(s) to be its authorized project representative to coordinate on all work contained in this Agreement with the COUNTY.
- 2.2 CITY shall partner with COUNTY in the ELWERT FEASIBILITY PROJECT as outlined in the Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f and in the Elwert Road – Edy Road Feasibility Study scope of work included as Attachments C and D.
- 2.3 CITY shall perform all actions regarding compensation as set forth in Article 3 – Compensation.

3. COMPENSATION

- 3.1 The ELWERT ROAD FEASIBILITY STUDY estimated consultant cost is \$638,768. Funding contributions are as follows:

Agency	Funding Contributions
Washington County	\$438,768
City of Sherwood	\$200,000
Total Project Cost	\$638,768

- 3.2 COUNTY and CITY understand that the estimated costs are used to determine Project budget used in this Agreement.

3.3 CITY shall, under no circumstances, be obligated to contribute more than \$200,000.00 to the COUNTY for the ELWERT ROAD FEASIBILITY STUDY unless otherwise agreed to in a written amendment to this Agreement. Costs that exceed the estimated costs provided in Term 3.1 shall be agreed on by parties in a written amendment to this Agreement. If no agreement can be reached, then this agreement will be terminated by mutual consent pursuant to paragraph 4.12.

4. GENERAL TERMS AND CONDITIONS

4.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All applicable provisions required by ORS Chapter 279A and 279B to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

4.2 COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

4.3 DEFAULT

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

4.4 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent

applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

4.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties. Notwithstanding the forgoing, the parties may mutually agree to amend the scope of work in Attachment D without a written amendment, the consent of the parties governing bodies or contract approval authority.

4.6 DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

4.7 REMEDIES

Subject to the provisions in paragraph 4.6, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

4.8 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

4.9 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

4.10 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

4.11 TERMS OF AGREEMENT

The term of this Agreement shall be from the date of execution until the completion of the ELWERT ROAD FEASIBILITY STUDY, but no later than December 31, 2026.

4.12 TERMINATION

Except for breach, this Agreement may be canceled or terminated only upon mutual consent. If the cancelation or termination is initiated by the CITY and COUNTY consents to the cancelation or termination, CITY will not be entitled to return of any of its contribution as set forth in paragraph 3.1 or as adjusted as allowed in paragraph 3.3. Should the ELWERT ROAD FEASIBILITY STUDY be canceled or terminated by initiation of the COUNTY and the CITY consents, or for any reason beyond the control of the parties, the parties shall in good faith agree to such reasonable provisions for winding up the ELWERT ROAD FEASIBILITY STUDY and paying for costs incurred or reimbursing costs as are necessary.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

WASHINGTON COUNTY, OREGON

CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE: _____

RECORDING SECRETARY

APPROVED AS TO FORM:

COUNTY COUNSEL

CITY OF SHERWOOD, OREGON

CITY MANAGER

DATE: _____

TO: Sherwood City Council

FROM: Rich Sattler, Public Works Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2025-067, 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 January 1, 2025. 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 2024 financial information from Pride Disposal, the City had Bell and Associates conduct a Rate Review and issue a report, which was completed in July 2025. The City has determined through the analysis of financial information from Pride Disposal that their adjusted rate of return for 2024 ranged from 4.24% to 5.9% depending upon the type of collection services, with a composite rate return of 4.78%

Bell & Associates did a presentation for City Council in work session on July 15th and again on August 5, 2025, with 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 2025 ranges from 5% to 10.86% depending upon the type of collection service with a composite of 9.1%.

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 2025-067, Adjusting solid waste and recycling collection rates.

City of Sherwood Solid Waste & Recycling Collection Rate Presentation

July 2025

EXHIBIT A
Page 1

Sherwood Ch. 8 Solid Waste Management

- **8.20.080 Rates**
- D. Rates to be charged by the franchisee under this chapter shall be set by the city council by resolution at such times as deemed necessary by the council, provided, however, that rates may not be amended more than once every twelve (12) months, except for instances where landfill disposal rates have been increased by the metro regional government.
- F.4.a. If the rate of return for the franchisee is less than eight percent or more than twelve (12) percent, then the city will undertake a rate study to recommend new rates. The study will be designed to recommend new rates that will be effective on the immediately following January 1 and intended to produce a rate of return of **ten percent for the calendar year beginning on that date**.

Adjusted 2024 Results

Service	Cart (Residential)	Container (Commercial)	Drop Box (Industrial)	Composite
Revenues	\$ 2,833,272	\$ 1,310,231	\$ 1,345,747	\$ 5,489,250
Direct Costs of Operations	\$ 2,360,188	\$ 1,017,993	\$ 1,200,419	\$ 4,578,600
Indirect Costs of Operations	\$ 352,863	\$ 229,391	\$ 65,921	\$ 648,175
Allowable Costs	\$ 2,713,051	\$ 1,247,384	\$ 1,266,340	\$ 5,226,775
Franchise Income	\$ 120,221	\$ 62,847	\$ 79,407	\$ 262,475
Return on revenues	4.24%	4.80%	5.90%	4.78%

Collection and Disposal Rates

- Current rates became effective January 1, 2025
- The residential rate increased 10.3% for 35 gallon customers
 - The current rate is \$36.40 from \$32.99 – Weekly Garbage/Organics and EOW Recycling
- The commercial rate increased 11.07% for 4 yd. weekly customers
 - The current rate is \$396.32 from 356.83 – Includes Garbage & Recycling

Increased Costs for Collection Services

Costs from 2024 were projected for 2025 costs

- Metro Disposal Fee increased by 5.51%, from \$153.67 to \$162.14
- Driver's wages increased by 3.0%
- Fuel (natural gas) expense increased by 75% from the sunsetting of fuel tax credits on December 31, 2024
- Organic waste increased by 2.3%
- Glass rebate of \$77 per ton starting in July 2025 – reduction of the commingled recycling processing cost of 4.2%
- Administrative Costs increased by 3%
- Truck depreciation increased by 13.5%
 - Two automated cart trucks were delivered in 2025 (cost \$1.1M each)
 - One front load truck was delivered in 2024 in Oct 2024 (cost \$397K)

Solid Waste Disposal Costs

Metro	2017	2018	2019	2020	2021	2022	2023	2024	2025
Transfer & Disposal	\$ 63.20	\$ 64.41	\$ 64.41	\$ 64.41	\$ 72.81	\$ 78.23	\$ 89.72	\$ 104.37	\$ 112.19
Metro Fees/Taxes	\$ 31.75	\$ 33.04	\$ 33.04	\$ 33.94	\$ 42.34	\$ 45.06	\$ 47.58	\$ 49.30	\$ 49.95
Total Tip Fee	\$ 94.95	\$ 97.45	\$ 97.45	\$ 98.35	\$ 115.15	\$ 123.29	\$ 137.30	\$ 153.67	\$ 162.14
Transaction Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 4.25	\$ 6.75	\$ 7.25	\$ 7.85
Pride Recycling	2017	2018	2019	2020	2021	2022	2023	2024	2025
Transfer & Disposal	\$ 67.75	\$ 68.96	\$ 70.96	\$ 71.61	\$ 73.54	\$ 78.75	\$ 90.28	\$ 104.37	\$ 111.19
Metro Fees/Taxes	\$ 31.75	\$ 33.04	\$ 33.04	\$ 33.94	\$ 42.34	\$ 45.06	\$ 47.58	\$ 49.30	\$ 49.95
Total Tip Fee	\$ 99.50	\$ 102.00	\$ 104.00	\$ 105.55	\$ 115.88	\$ 123.81	\$ 137.86	\$ 153.67	\$ 161.14

The Disposal Fee has increased by 70.8% since 2017
CPI over the same period is 35%

Metro Disposal Fee

Metro	July 2025
Tonnage	\$ 112.19
Regional System Fee	\$ 32.60
GF Excise Tax	\$ 14.46
DEQ	\$ 1.89
City Tax	\$ 1.00
Total Tip Fee	\$ 162.14
Trans Fee	\$ 7.85
Effective Fee @ 7 tons	\$ 163.26

Contracts	\$ per Ton
WM Disposal Fees - Landfill	\$ 22.26
Fuels - Waste Transport	\$ 7.02
Walsh Waste Transport	\$ 25.57
Recology T/S Operations	\$ 31.07
Total Contracts	\$ 85.91
Metro T/S Costs	
Transport & Disposal	\$ 9.12
Equipment Replacement Funding	\$ 4.67
Scalehouse	\$ 0.37
Total	\$ 14.16
Other Metro Costs	
Operations Support & Planning	\$ 0.97
Engineering & Tech Support	\$ 0.09
Environmental Compliance	\$ 0.87
Asset Services	\$ 1.99
Banking Services	\$ 0.15
WPES Finance	\$ 0.56
Analytics	\$ 1.18
WPES Equity, Culture & Engagement	\$ 0.76
WPES Office of the Director	\$ 2.23
WPES Communications	\$ 0.88
WPES Communications	\$ 0.13
Total	\$ 9.82
Total Cost	\$ 109.90
Metro Rate	\$ 112.19

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	\$ 162.14	\$ 9.91	\$ 45.43
2026 (est. 5%)	\$ 170.25	\$ 10.41	\$ 47.70

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

Projected 2025 Results

Service	Cart (Residential)	Container (Commercial)	Drop Box (Industrial)	Composite
Revenues	\$ 3,121,757	\$ 1,474,038	\$ 1,395,161	\$ 5,990,956
Direct Costs of Operations	\$ 2,443,243	\$ 1,077,680	\$ 1,257,470	\$ 4,778,393
Indirect Costs of Operations	\$ 363,332	\$ 236,204	\$ 67,864	\$ 667,400
Allowable Costs	\$ 2,806,575	\$ 1,313,884	\$ 1,325,334	\$ 5,445,793
Franchise Income	\$ 315,182	\$ 160,154	\$ 69,827	\$ 545,163
Return on revenues	10.10%	10.86%	5.00%	9.10%

Projections incorporate the January 1, 2025, Rate Increase (Slide #4) and the escalated collection expenses (Slide #5)

Proposed Cart Collection Rates for 2026

Service	Current Rate	Labor Increase	Truck Increase *	Disposal Increase	Total Increase	New Rate	% ▲
20 gal	\$32.85	\$0.26	\$0.78	\$0.28	\$1.32	\$34.17	4.0%
35 gal	\$36.40	\$0.26	\$0.78	\$0.47	\$1.51	\$37.91	4.1%
65 gal	\$47.68	\$0.26	\$0.78	\$0.86	\$1.90	\$49.58	4.0%
95 gal	\$59.40	\$0.26	\$0.78	\$1.25	\$2.29	\$61.69	3.9%
C 35 gal	\$36.40	\$0.26	\$0.78	\$0.47	\$1.51	\$37.91	4.1%
C 65 gal	\$47.68	\$0.26	\$0.78	\$0.86	\$1.90	\$49.58	4.0%
C 95 gal	\$59.40	\$0.26	\$0.78	\$1.25	\$2.29	\$61.69	3.9%

* Truck Cost: $\$2,200,000 / 7 \text{ years} = \$314,286 / 12 \text{ months} / 15\% \text{ Allocation} / 5,924 \text{ customers} / 85\% \text{ margin and franchise fees}$

Proposed Commercial Collection Rates for 2026

Level of Service	Customers	Current Rate	Disposal Increase	New Rate	% Rate ▲
2 yard weekly	26	\$231.26	\$4.76	\$236.02	2.1%
3 yard weekly	32	\$313.77	\$7.14	\$320.91	2.3%
4 yard weekly	38	\$396.32	\$9.53	\$405.85	2.4%
6 yard weekly	31	\$561.07	\$14.29	\$575.36	2.5%

Proposed Drop Box Rates for 2026

Level of Service	Current Rate	Labor Increase	Fuel Increase	New Rate	% Rate ▲
Drop Box Haul Fee	\$155.00	\$3.00	\$4.00	\$162.00	4.5%
Compactor Haul Fee	\$190.00	\$4.00	\$6.00	\$200.00	5.3%
Delivery Fee	\$77.00	\$2.00	\$2.00	\$81.00	5.2%
Mileage Charge	\$3.89	\$0.08	\$0.12	\$4.09	5.1%

Medical Waste Collection Rates

Container Size / Service Type	Service Rate	Service Note
17 gallon or less	\$19.40	
23 gallon Single Use Box	\$26.20	
31 gallon Reusable Tote	\$35.35	First 10 units
31 gallon Reusable Tote	\$23.55	11 or more units
43 gallon Reusable Tote	\$49.00	First 10 units
43-gallon Reusable Tote	\$32.65	11 or more units
5 gallon Pharmaceutical Pail	\$51.80	Single Use Pail
23 gallon Pathological Box	\$111.00	First 10 units / Must be incinerated
23 gallon Pathological Box	\$106.00	11 or more units / Must be incinerated
Cardboard Bio Box	\$9.00	Per 23 or 30 gallon box
On-site Pickup Charge	\$49.00	Per Occurrence

Trilogy Medical is constructing an autoclave in Clackamas that is expected to be operational in August 2025. This disposal method became necessary with the closure of the Covanta incinerator in Brooks, Oregon, in January. The proposed 7.5% increase for medical waste collection rates covers the increased disposal cost with the autoclave system.

Council Member Questions

What is the cost and rate impact of the electric trucks on the Sherwood rate payers?

Cost	Electric	CNG	\$ ▲
Truck Cost	\$ 1,100,000	\$ 495,000	\$605,000
Annual Cost - 7 yr.	\$ 157,143	\$ 70,714	\$86,429
Sherwood Allocation %	15.0%	15.0%	
Sherwood Cost	\$ 23,571	\$ 10,607	\$12,964
Monthly Cost	\$ 1,964	\$ 884	\$ 1,080
Cost per Cust (5,924)	\$ 0.33	\$ 0.15	\$ 0.18
Plus Margin & Ffee	\$ 0.06	\$ 0.03	\$ 0.03
Total Rate Impact	\$ 0.39	\$ 0.18	\$ 0.21
Two Trucks	\$ 0.78	\$ 0.36	\$ 0.42

Council Member Questions Regarding the Residential Organic Program

- **1. Reduction in collection frequency**
 - The annual cost reduction is estimated at \$25K annually or \$0.36 per customer per month
- **2. Elimination of food in the mix – back to yard debris only**
 - The annual cost reduction is estimated at \$99K in savings or about **\$1.44**/month per customer.

Council Member Questions Regarding the RMA Reimbursement

When will MRF reimbursement become effective?

- Estimates are for the 3rd quarter of 2024
- 2024 Residential Commingled Cost: \$89,085
 - **\$30,877** commingled processing
 - **\$43,740** in handling/transport
 - \$10,614 glass
 - \$3,621 battery collection
 - \$233 motor oil
- **\$0.58** RMA Rate Impact $(\$30,877 + \$10,614) / 12 / 5,924$ customers
- 2024 Commercial Commingled Cost: \$72,571
 - \$32,926 commingled processing
 - \$39,645 in handling/transport

Cart Collection Rate Discussion

	35 gal cart	65 gal cart
Current	\$ 36.40	\$ 47.68
Less RMA	\$ (0.58)	\$ (0.58)
Less Organic Waste	\$ (1.44)	\$ (1.44)
Net Reduction	\$ (2.02)	\$ (2.02)
Proposed Increase	\$ 1.51	\$ 1.90

**RESOLUTION 2025-067****ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES**

WHEREAS, the current solid waste and recycling rates have been in effect since January 1, 2025; 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 2024 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 2024 ranged from 4.24% to 5.9% depending upon type of collection service, with a composite rate of return of 4.78%; and

WHEREAS, the City has determined through analysis of financial information from Pride Disposal that their projected rate of return for 2025 ranges from 5% to 10.86% 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 9.1%; and

WHEREAS, the City has determined that the new solid waste and recycling collection rates should take effect on January 1, 2026.

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, 2026.

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

Duly passed by the City Council this 7th of October, 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

City of Sherwood

Rates Effective January 1, 2026

Roll Cart Collection Rates	1/1/2026	Service Fees	1/1/26 Rate
One 20 gallon cart	34.17	Walk-in Fee	5.65
One 35 gallon cart	37.91	SNP	25.00
One 60 gallon cart	49.58	NSF	25.00
One 90 gallon cart	61.69	Go Back Fee	18.65
On-Cal Service	22.21	Special Services (per hr.)	109.00
Extra Can / 32 gal bag	8.40	Recycling Contamination Fee	30.00
Extra Bag (small)	4.56		
Yard Debris Only	8.85	-	
Second Yard Debris Cart	8.85	Extras - per collected yard	17.00
Yard Debris Extra	2.85	Extra with Clean Up *	30.00
Recycling Only	8.43	* Requires driver to pick up waste /recycling	

Commercial Food Waste

One 60 gallon cart	46.85
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Drop Box Rates

Service / Box Volume	1/1/26 Rate
10 Cubic Yards per Haul	162.00 Haul charge listed + actual disposal fee
20 Cubic Yards per Haul	162.00 Haul charge listed + actual disposal fee
30 Cubic Yards per Haul	162.00 Haul charge listed + actual disposal fee
40 Cubic Yards per Haul	162.00 Haul charge listed + actual disposal fee
Compactor per Haul	200.00 Haul charge listed + actual disposal fee
Delivery / Relocation (per box)	81.00 Per movement
Box Not Ready Trip Fee	27.00 Per occurrence

Open Top Box Rental	1/1/26 Rate
10 and 20 Cubic Yards	12.00
30 Cubic Yards	14.00
40 Cubic Yards	14.00

Box with a lid

10 and 20 Cubic Yards	17.00
30 Cubic Yards	19.00

Mileage Charge ¹	4.09
-----------------------------	------

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

Medical Waste Collection Rates

Service Component	1/1/26 Rate Note:
On-site Pick-up Charge	49.00
<u>Disposal</u>	
Disposal Cost per 17 or < Gal. Unit	19.40
Disposal Cost per 23 Gal. Unit	26.20
Disposal Cost per 23 Gal. Unit Pathological	111.00 New Rate for 2026
Disposal Cost per 23 Gal. Unit Pathological (10 or more)	106.00 New Rate for 2026
Disposal Cost per 31 Gal. Unit	35.35
Disposal Cost per 31 Gal. Unit (10 or more per stop)	23.55 Unit rate when 10 or more units are collected
Disposal Cost per 43 Gal. Unit	49.00
Disposal Cost per 43 Gal. Unit (10 or more per stop)	32.65 Unit rate when 10 or more units are collected
Pharmaceutical Waste per 5 gal	51.80
Chemotherapy Waste Disposal	75.00
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.

City of Sherwood
Proposed Commercial Collection Rates
 Effective January 1, 2026

Container(s):	One	Two	Three	Four	Five	EOW
1 yard	147.01	277.68	404.13	530.64	657.35	
each additional	103.88	201.94	299.84	397.76	495.78	
1.5 yard	193.48	362.08	530.64	699.16	867.79	
each additional	146.40	286.38	426.32	566.24	706.24	
2 yard	236.02	446.59	657.14	867.70	1,078.28	137.65
each additional	188.95	370.88	552.85	734.82	916.74	97.75
3 yard	320.91	615.54	910.08	1,204.60	1,499.30	181.46
each additional	273.83	539.80	805.75	1,071.74	1,337.74	137.86
4 yard	405.85	784.57	1,163.08	1,541.59	1,920.34	221.60
each additional	359.43	708.83	1,058.75	1,408.69	1,758.80	178.04
5 yard	490.76	953.37	1,415.99	1,878.61	2,341.21	
each additional	443.70	877.66	1,311.65	1,745.69	2,179.67	
6 yard	575.36	1,122.04	1,668.63	2,215.21	2,761.91	301.77
each additional	528.28	1,046.30	1,564.28	2,082.32	2,600.36	258.13
8 yard	746.32	1,460.95	2,175.63	2,890.24	3,604.88	381.95
each additional	699.26	1,385.22	2,071.30	2,757.34	3,443.31	338.98
Compacted Rates						
1 yard compacted	325.71	614.67	894.11	1,173.49	1,453.15	
2 yard compacted	520.88	984.48	1,448.02	1,911.56	2,374.32	
3 yard compacted	706.75	1,354.41	2,001.73	2,649.15	3,295.70	
4 yard compacted	892.67	1,724.41	2,555.59	3,386.77	4,217.11	

Proposed Commercial Collection Rates

Heavy Container	One	Two	Three	Four	Five
1 yard	178.41	342.36	502.74		
each additional	n/a	n/a	n/a	n/a	n/a
1.5 yard	251.38	470.51	724.28	943.75	1,161.89
each additional	240.99	464.63	689.27	896.68	1,102.84
2 yard	333.21	649.39	951.25	1,239.22	1,524.32
each additional	317.62	610.54	886.97	1,153.28	1,417.44
3 yard	465.44	904.51	1,321.96	1,719.25	2,130.01
each additional	447.95	875.26	1,286.90	1,695.86	2,100.73
4 yard	597.32	1,160.74	1,721.18	2,254.46	2,772.72
each additional	581.68	1,145.15	1,697.80	2,238.69	2,751.40
5 yard	723.66	1,425.10	2,114.40	2,788.93	3,431.20
each additional	713.55	1,395.86	2,070.52	2,734.66	3,382.57
6 yard	839.89	1,653.82	2,456.32	3,239.01	4,014.48
each additional	827.99	1,630.51	2,421.18	3,181.30	3,940.58
8 yard	1,078.52	2,122.70	3,146.97	4,156.09	5,143.01
each additional	1,062.44	2,091.53	3,100.72	4,094.05	5,065.12

Other	Monthly Fee	On-Call Pick Up Charge:
Recycle+	\$2.25 Flat Fee	\$9.45 Each Pick Up

Sherwood City Council Meeting

Date: October 1, 2025

List of Meeting Attendees: ✓

Request to Speak Forms: N/A

Documents submitted at meeting:

- Senator Neron Misslin Legislative Session Review - Exh. A
- Staff presentation - Housing Bills 2025 Session - Exh. B

Sherwood City Council Meeting Date:

October 1, 2025

ATTENDANCE SHEET

NAME

ADDRESS

PHONE



**Senator
Neron Misslin**

District 13

83rd Legislative Session Review
for the
Sherwood City Council

October 7, 2025

1

10-7-25
Date

CC - WS
Gov. Body

WS-1
Agenda Item

A
Exhibit #



Rep. Neron → Sen. Neron Misslin



- 2019 - 2025
- House of Representatives: District 26
 - ◆ King City, Tigard, Sherwood, Wilsonville
 - ◆ Parrett Mtn and Charbonneau added 2020
 - ◆ Previously: Scholls, Aloha, S.Hillsboro until 2020
- Committee Chair: Education
- Committee Membership
 - ◆ Climate, Energy, & Environment
 - ◆ Early Childhood & Human Services
 - ◆ Education
 - ◆ Veterans and Emergency Preparedness
 - ◆ Housing
 - ◆ Natural Resources Ways & Means
- Task Force Leadership:
 - ◆ Statewide Educator Salaries
- Oregon Commission on Autism

- 2025 Appointed to Senate, added birth name
- Senate District 13: HD25 **Bowman** and HD26 **Rieke Smith**
 - ◆ King City, Metzger, Tigard (all), Sherwood, S. Beaverton (WashCo)
 - ◆ Wilsonville (Clackamas Co)
 - ◆ Parrett Mountain (Yamhill Co)
- Committees:
 - ◆ Early Childhood
 - ◆ Transportation and Economic Development Ways & Means
 - ◆ (Awaiting Interim Assignments)
- Caucuses:
 - ◆ Democratic Caucus
 - ◆ Childcare Caucus
 - ◆ Rail Caucus
 - ◆ Environmental Caucus
 - ◆ Arts and Culture Caucus



Interim Legislative Work

- Ongoing Constituent Services
- Ongoing Policy Work: Meetings, Work Groups, Task Forces
- More time in District: Tours, Events, Festivals, Outreach
- Professional Development: Conferences, Research
- **Legislative Days in Salem:**

Sept 29 - Oct 1 || Nov 17-19 || Jan 13-15

- Agency Reports and Informational Hearings
- Additional legislative oversight and discussion of emerging policy

- **Special Session: Transportation**

- Preserved essential services like transit, removed obsolete tolling language, increased ODOT oversight, funded hundreds of Oregon jobs that deliver basic operations and maintenance



My 2025 Legislative Focus

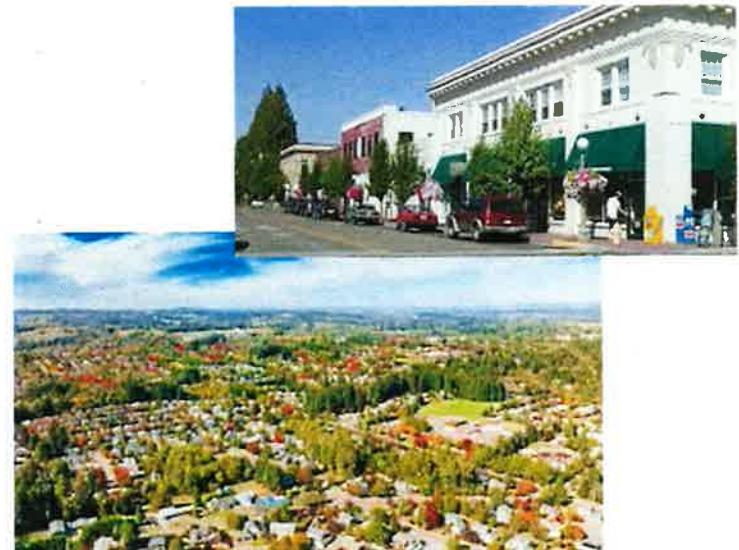
- Addressing Cost of Living:
 - ◆ Housing
 - ◆ Healthcare
 - ◆ Protecting Oregon Consumers and Workers
- Transportation
- Protecting Our Natural Resources and Climate Future
- P-20 Education Funding Stability and Equity
- Behavioral Health and Safety





Delivering on Sherwood's Priorities

- Transportation
- Housing and Homelessness
- Infrastructure





Senate District 13 Transportation Priorities

- Sherwood Pedestrian Bridge
- HWY 99 Safety
- Protecting 50/30/20 distribution of funding
- Safe Routes to School
- Boone Bridge Seismic and Capacity (\$1M)
- Transit
- Fair distribution of STIF





Childcare / Early Childhood

- **Expanded Allowable Preschool Locations ([SB 1099](#))**
 - ◆ Requires cities to allow preschool on lands where worship is allowed
- **Expanded allowable locations for Child Care Facility ([HB 3560](#))**
 - ◆ cities will need to update local plans and land use regulations with the new zoning requirements by January 2027
- **Finding Background Check Efficiencies ([HB 3224](#))**
 - ◆ to consolidate and streamline the number of background checks for similar purposes or programs
- **Perinatal Services ([SB 692](#))**
 - ◆ OHA will support community-based perinatal services and requires insurers cover for medicaid
- **Department of Early Learning and Care** continues to find efficiencies in governance and services

In 2023, I introduced and passed [HB2717](#) to create pathways to licensure for outdoor preschool programs in Oregon.



We must continue to find creative solutions to expand preschool capacity in Oregon and provide strong early learning opportunities.

Housing and Homelessness

→ **Pre-development Loans ([HB 2964](#)):**

- ◆ OHCS loans/grants for new affordable housing infrastructure



→ **Housing Infrastructure Funding ([HB 3031](#)):**

- ◆ Financial Assistance (Low-interest loans/grants) for affordable housing infrastructure



→ **Stable Housing through Preservation Programs ([SB 51](#)):**

- ◆ Preserve manufactured home communities and publicly supported housing (PuSH).

→ **Senior & Disability Housing ([HB 3589](#)):**

- ◆ \$24M to develop, rehabilitate, and preserve housing for universally accessible housing

→ **120-Day “Shot Clock” bill passed ([SB 974](#)):** I was the ONLY senator to vote **no**

Lieber	Aye
Manning, J.	Aye
Meek	Aye
Nelson, Misaki	Nay
Priola	Aye
Reynolds	Aye

→ **Pre-Approved Building Plans bill passed ([HB 2258](#)):** one of 2 **no** votes



Blocked Runaway Cost Increases: Utilities

→ Fair Energy Act ([HB 3179](#)):

- ◆ Public Utility Commission to analyze **cumulative impacts** of proposed rate increases
- ◆ Requires that utilities provide an economic impact assessment on residential ratepayers before seeking any rate increase
- ◆ Prevents utility rate hikes in the winter

→ Performance-Based Regulation of Public Utility Commission ([SB 688](#)):

- ◆ PUC and companies will center public interest, not just profits, in rate increase process
- ◆ Performance targets, incentives, and penalties for utility companies to encourage positive changes
- ◆ Modernizes regulation and adds specific efficiency and reliability goals, and GHG metrics

→ Protecting Oregonians With Energy Responsibility - The POWER Act ([HB3546](#)):

- ◆ Focus on large energy users paying their fair share to support usage and transmission
- ◆ Prevents residential customers from subsidizing the cost of running a data center



Blocked Runaway Cost Increases

- Manufactured home communities ([HB 3054](#))
 - ◆ Reined in predatory rate hikes on rental of land. 6% Cap, with exceptions for small parks and if a majority of tenants approve a larger increase
 - ◆ Prohibits unfair management practices such as interior inspections or cosmetic improvements as a condition of sale

- Banned online hidden junk fees ([SB 430](#))
 - ◆ Internet sellers must display and disclose all fees before a customer agrees to a purchase





Behavioral Health and Safety

- **Redefine Civil Commitment Standards ([HB 2005](#))**
- **Behavioral Health Workforce Grants ([HB 2024](#))** \$6 million for provider recruitment and retention
- **Domestic Violence Survivor Rights**
 - ◆ Removed reporting timelines for childhood abuse and sexual assault. ([HB 3582](#))
 - ◆ Closed a loophole that denied justice to domestic violence survivors ([HB 2975](#))
- **Addiction and Recovery**
 - ◆ Non-opioid directive ([HB 3211](#)) a nonopioid directive form will be available to the public
 - ◆ Community Based Treatment ([HB 3069](#)) Funding and reforms for essential grants
 - ◆ Youth Substance Use Prevention Program ([HB 3321](#))
 - ◆ Addressing Fentanyl Crisis ([SB 236](#)) Stronger penalties for dealing fentanyl, expanded funding to Washington County
 - ◆ Opioid Alternative Options ([SB 598](#)) non-opioid prescription drug coverage by insurance as an appropriate alternative for any opioid prescription drug
 - ◆ Secured critically needed investments in expanded behavioral health facilities, including [Clackamas Recovery Campus \(HB 2059\)](#)

Health Care



- **International Licensure Pathways for Physicians ([SB 476](#)):**
 - ◆ Expands culturally responsive training requirements for licensing boards
 - ◆ Permits Oregon Medical Board to provide for provisional licensure for internationally trained physicians
- **Workplace Violence Prevention ([SB 537](#)):**
 - ◆ Dept of Consumer and Business Services will track health care violence data
 - ◆ Requires certain health care settings to take action to protect workers from risks
- **Doctor-owned decisions in health care ([SB 951](#)):**
 - ◆ Curbs private equity and corporate ownership in healthcare
 - ◆ Prevents non-medical executives from overriding the judgement of trained physicians
 - ◆ Promotes optimal health over optimal profits
- **Comprehensive Post-Reproductive Healthcare Insurance ([HB 3064](#)):**
 - ◆ Perimenopause, Menopause, Post-Menopause care must be covered by OEBB and PEBB beginning 2026
 - ◆ Examples of covered services include (but not limited to) hormone therapy, antidepressant medications, and osteoporosis prevention and treatment medications



Protecting Consumers Credit, Privacy, and Rights



- **Stopped Medical Debt from Hurting Credit Scores ([SB 605](#))**
 - ◆ Prohibits reporting medical services debt to consumer reporting agencies
 - ◆ Declares that the debt may be voided if a consumer reporting agency tries to collect it
 - ◆ *Sidenote:* One of the rare bills that I didn't get to vote on due to the timing of my transition to the Senate
- **Child Data Privacy ([HB 2008](#)):**
 - ◆ Starting in 2026, data for Oregonians younger than 16 cannot be sold. A child cannot be targeted for advertising, or consumer profiling and precise location of child cannot be identified
- **Car Data Protected ([HB 3875](#)):**
 - ◆ Specifies that the Oregon Consumer Privacy Act applies to vehicle manufacturers
 - ◆ *Sidenote:* One of the bills that I voted on twice, once in each chamber, due my transition timing
- **Right to Repair Extended to Wheelchairs ([HB 550](#))**
 - ◆ Manufacturer must make any tools and parts available to wheelchair owner or repair shops if that is also provided to authorized service providers



Natural Resources

→ Wildfire Funding and Policy

- ◆ Studying effective community-based wildfire risk mitigation to increase insurance affordability ([SB 85](#))
- ◆ Repealed Wildfire maps & partially funded wildfire response



→ Addressing PFAS

- ◆ Banned PFAS in AFFF firefighting foam ([SB 91](#))
- ◆ PFAS Biosolids Study will give information about the prevalence of forever chemicals on agricultural lands([HB 2947](#))

→ Water Use

- ◆ Allows certain small commercial gardens to access groundwater ([HB 3372](#))

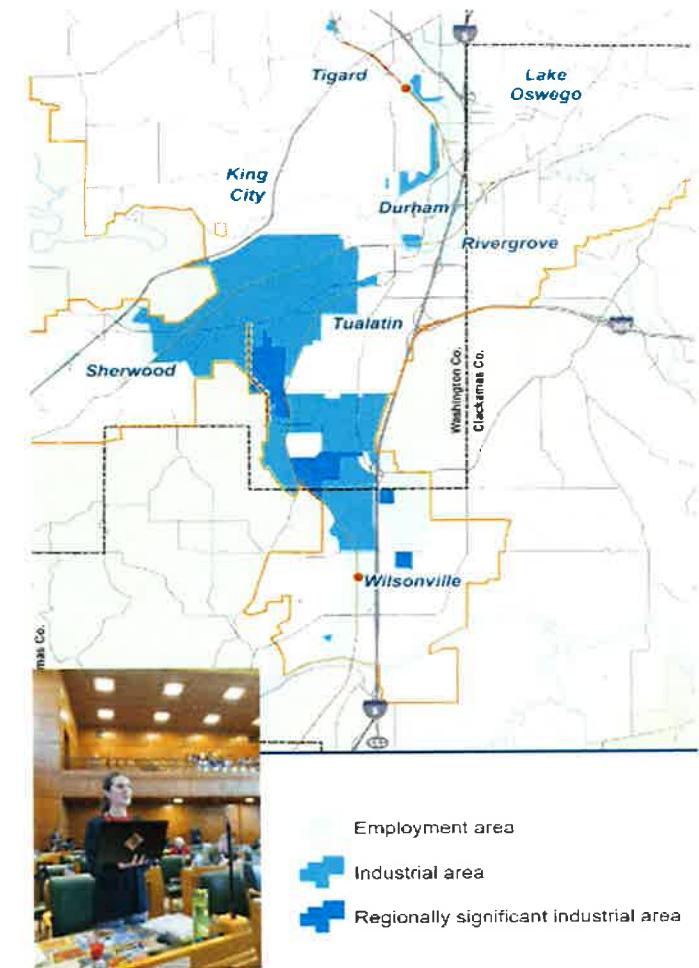
Stable Funding, Stronger Schools



- **State School Fund Current Service Level Calculation ([HB 2140](#)):**
 - ◆ refines school funding calculations to reflect real costs, codifying a 49/51 split and aligning state budgeting more closely with actual district expenses
- **Statewide Student Data Standards ([HB 2508](#)):**
 - ◆ Supports Education Accountability bill (SB141), and Chronic Absenteeism bill (HB 3199)
 - ◆ Increases efficiency, streamlines student data collection, protects privacy,
 - ◆ supports IEPs, Medicaid claims, highly mobile students, and budget processes
- **EI/ECSE Current Service Level Calculation ([HB 2682](#)):**
 - ◆ Modernizes funding model for early special education based on current data and needs
- **Support for Student Healing From a Brain Injury ([HB 3007](#)):**
 - ◆ ensures students recovering from brain injuries receive timely accommodations through an evidence-based return-to-learn process
- **Preserve District Enrollment for Hospitalized Students ([HB 3063](#)):**
 - ◆ ensures students in hospital education programs stay enrolled in their home school districts, preserving access to curriculum and technology during extended medical care

Local Economy

- Baseball, Festivals, Markets, The Arts
- Restored Recreational Immunity ([SB 179](#))
- Industrial Site Readiness Loan Fund ([HB 2411](#)):
 - ◆ \$10 million helps unlock land for industrial development
 - ◆ Stimulates strategic, long term growth
 - ◆ Supports family-wage jobs
 - ◆ Complementary to the Regionally Significant Industrial Sites Program (RSIS) and CHIPS Act from past sessions



Advancing Community Projects



Brookman Pipeline in the City of Sherwood - Housing Infrastructure Dollars

- **\$3.2 million secured** for In-ground infrastructure enabling construction of new neighborhoods in Sherwood West where critically needed missing middle (47%), cottage cluster, and high-density housing will be built in future phases of development

I-5 Boone Bridge (regional) - Seismic Resilience and Capacity Improvement

- **\$1 million secured** for geotechnical investigation and/or studies on archeological and historic resources, ESA/biological, wetlands/waters. State investment will get this project shovel-ready to ask for federal funding

Washington County Courthouse Replacement Project

- **\$1.25 million secured** for planning and design of the future Courthouse
- Current courthouse is not ADA compliant and too small, limiting timely justice





Previously Funded Projects Implemented

- Sherwood's Pedestrian Bridge - safe crossing of 99W
- \$1M Broadband improvements in King City, Sherwood, and Wilsonville - including the economic development zone between cities and our new Wilsonville public works building
- Wilsonville's Vuela affordable housing nearly complete - ground floor services
- Tigard's Just Compassion Shelter and Resource Center - 60 new beds
- The Clackamas County Courthouse celebrated its grand opening - trauma informed justice





2025 Session Summary in Numbers

→ **Convened** January 21 and adjourned June 27

→ **Measures**

- ◆ 1,267 Senate Bills

- ◆ 2,037 House Bills

- ◆ 76 Concurrent Resolutions

- ◆ 56 Joint Resolutions

- ◆ 24 Joint Memorials

- ◆ 6 Resolutions

- ◆ 1,915 Proposed Amendments

- ◆ **640 bills sent to Governor for signature**

→ **Committees**

- ◆ Each measure is sent to one or more committees

- ◆ 1,483 Committee Meetings

- ◆ 2,377 Public Hearings

- ◆ 2,295 Work Sessions (votes)

→ **Public Engagement**

- ◆ 101,899 Pieces of written testimony submitted

- ◆ 17,678 Sign-Ups to testify in public hearings



Looking Forward - The Work Continues

- Tensy's Law - Paid parent caregivers for medically fragile children
- Equitable Special Education Funding - Lifting the 11% cap on SPED \$
- Achieve School Meals for All - only 65 schools left across Oregon!
- Improve School Facilities by restructuring funding pathways
- Expand education opportunities and tattoo removal program for adults in custody at Coffee Creek Correctional Facility
- Workforce support for early childhood professionals
- Expand access to affordable childcare
- Electric school bus infrastructure
- Animal Rescue Entities / Breeder Licensure





Questions?

Contact information:

503-986-1713

Sen.CourtneyNeronMisslin@OregonLegislature.gov



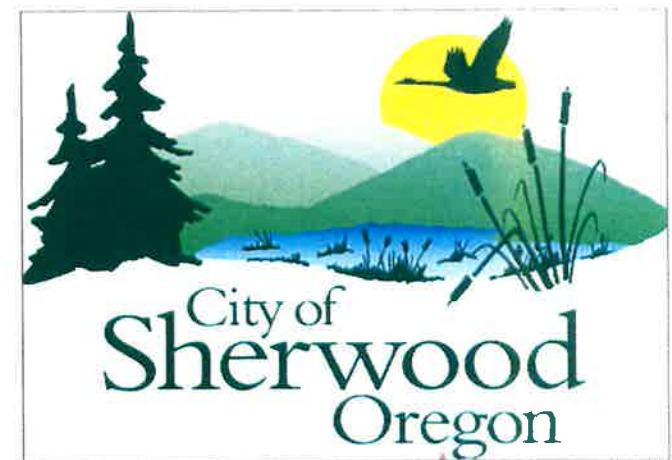
OREGON LEGISLATURE HOUSING BILLS 2025 SESSION

October 7, 2025

Eric Rutledge, Community Development Director

Ryan Adams, City Attorney

Carrie Richter, Land Use Attorney



10.7.25
Date

CC WS
Gov. Body

WS-2
Agenda Item

B
Exhibit #

BACKGROUND

Purpose of Work Session

- Inform Sherwood City Council and residents of housing legislation passed during the 2025 session
- Discuss impacts to existing city limits and Sherwood West
- Determine any next steps including regulation updates

Housing Bills

- SB 1537 (2024) HAPO, Mandatory Adjustments and Limited Land Use Decisions
- SB 974 Design Exceptions, Limited Review Process and Engineering Review Shotclock
- HB 2138 Middle Housing Revisions
- HB 2258 Pre-Approved Site and Building Plans
- HB 3031 Housing Related Infrastructure Funding
- ~~SB 6 Building Permit Shotclock~~

2024 HOUSING BILL

Senate Bill 1537

- Created the Housing Accountability and Production Office (HAPO)
- Requires local jurisdictions to approve certain adjustments for housing, also called variances
- Required additional land use applications to be processed as limited land use decisions



2025 HOUSING BILLS

Senate Bill 974 Design Exceptions, Limited Review Process and Engineering Review Shotclock

- Requires cities to waive standards related to building design including façade materials and colors, roof form, window design, porches and balconies, etc.
 - Does not apply to multi-family structures over 3 units or to applications for less than 20 units
 - Does not apply to setbacks, heights, or accessibility standards
 - Effective 91-days after sine die, September 26
- Limits public notice and hearing procedures for the following types of residential land use applications:
 - Zone change to allow for a denser residential use designation
 - Planned Unit Development
 - Variance from a residential approval standards
 - Initial decision must be made without a public hearing
 - Cities to comply by July 1, 2026
- Specific timelines for cities to process final engineering plans for housing developments
 - 14 day completeness, 120-day permit issuance, writ of mandamus if deadlines not met
 - Cities to comply by July 1, 2026

2025 HOUSING BILLS

House Bill 2138 Middle Housing Revisions

- Cities cannot require a Transportation Impact Analysis or require off-site improvements for certain middle housing developments.
- Allows additional middle housing units on a site when affordability or accessible ownership requirements are met, and requires development standard exceptions to make additional units possible
- Changes definition of cottage cluster to include attached units in subgrouping of up to four
- Expedited review for middle housing land divisions (63 days – no public notice or opportunity for public comment)
- Rulemaking on discretionary path for housing development
- Furthers applicability of clear and objective standards, need to define unreasonable cost or delay

2025 HOUSING BILLS

House Bill 2138 Middle Housing Revisions

- Allow Single Occupancy Room (SRO) developments as an outright permitted use where multifamily buildings are allowed. Density for SROs allowed at 3x the density of the zone.
- Directs LCDC to undertake additional rule making that prohibit or restrict siting and design standards that prevent or discourage middle housing
- June 30, 2026 is deadline for most provisions

2025 HOUSING BILLS

House Bill 2258 Pre-Approved Site and Building Plans

- Allows LCDC to adopt rules requiring local governments to approve land use decisions, notwithstanding any contrary comprehensive plan or land use regulation, for the development of specific residential development types on certain lots of parcels.
- Only applies to lots or parcels between 1,500 and 20,000 SF.
- LCDC may set conditions related to process, design standards and scope of design review, minimum and maximum densities, parking requirements, and tree removal standards
- State to adopt initial rules by January 1, 2027

2025 HOUSING BILLS

House Bill 3031 Housing Related Infrastructure Funding

- \$10 million in funding for housing related transportation, water, wastewater, and stormwater infrastructure for local jurisdictions.
- Required to serve developments of 17 units or more per net acre and meet affordability requirements.
- Affordability covenant required for grants and forgivable loans



DISCUSSION

Discussion

- Impacts on existing city limits and Sherwood West
- Impacts on budget, staffing, and achieving local priorities

Next Steps – Local Planning and Regulation Updates

- Code audit for past legislation (i.e. clear and objective standards)
- Planning studies for past legislation (i.e. Housing Capacity Analysis)
- Code update for 2025 legislation (SB 974 by 2026 and HB 2138 by 2029)
- Consider charter amendment

DISCUSSION

Potential Charter Amendment

- Background
 - Home Rule in Oregon
 - Charter Mechanics
 - Amendment Timeline and Cost
- Potential Amendment Topics
 - Annexations
 - Public Participation in Land Use Reviews
 - Zoning Regulations
 - Other



DISCUSSION

Public Participation

Draft Charter Amendment Language:

As set forth in Statewide Land Use Goal 1, Citizen Participation is a fundamental element of land use evaluation and decision-making in Sherwood. Providing opportunities for public involvement in all phases of the land use process is fundamental to Sherwood's political identity. As a city that is of the people and for the people, Sherwood is committed to hearing from the people. As such, the City Council shall, by ordinance, establish the procedures governing citizen involvement in land use matters including, but not limited to, the provision of notice, conduct of hearings, and opportunities for appeal. These procedures shall be designed to maximize transparency and meaningful public participation and as a home rule city, these procedures shall not be pre-empted by state laws that cut short or eliminate this engagement...

No decision on a Type III or higher land use application shall be made without at least one duly noticed public hearing before the City Council or a Council-delegated decision-making body. In addition, a public hearing shall be held prior to any appeal proceeding and shall provide the public an opportunity to testify and submit new evidence.

For all neighborhood meetings and public hearings required under this Charter, mailed notice shall be provided to all property owners and occupants within a minimum of one thousand (1,000) feet of the subject property. Additional forms of notice, including published or electronic notice, may be required by ordinance.

DISCUSSION

Annexation

Draft Charter Amendment Language:

The city includes all territory within its boundaries as they now exist or are legally modified. The city recorder will maintain as a public record an accurate and current description of the boundaries.

Determining the city's jurisdictional boundaries is declared to be a matter inherent to its political form. The City shall have the exclusive authority to initiate, approve, or deny annexation requests subject to the procedures and standards adopted by ordinance of the City Council. These procedures shall not be pre-empted by state laws that modify or eliminate this authority.

Approved Minutes



Home of the Tualatin River National Wildlife Refuge

SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

October 7, 2025

WORK SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:34 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Keith Mays, Taylor Giles, Doug Scott and Dan Standke.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, Community Development Director Eric Rutledge, Finance Director David Bodway, Economic Development Manager Erik Adair, IT Director Brad Crawford, Deputy Recorder Colleen Resch, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Oregon State Senator Courtney Neron Misslin and Land Use Attorney Carrie Richter with Bateman Seidel

4. TOPICS:

1. Session Wrap Up with Senator Neron Misslin

Mayor Rosener introduced Senator Neron Misslin, and she provided a presentation that reviewed the 83rd legislative session (see record, Exhibit A). She discussed her efforts in the last legislative session representing District 13, which includes Sherwood. She stated in 2025 she focused on addressing the cost of living, transportation, protecting natural resources and climate future, P-20 education funding stability and equity, and behavioral health and safety.

Mayor Rosener thanked Senator Neron Misslin and addressed the next item on the agenda.

2. Housing Bill Follow Up Discussion and Next Steps

Mayor Rosener said this is a follow up discussion from the July 15 work session. Community Development Director Eric Rutledge and Land Use Attorney Carrie Richter provided a presentation (see record, Exhibit B). He said the purpose of the work session was to inform the Council and residents of the housing legislation that passed during the 2025 session, to discuss the impacts to the existing city limits and Sherwood West, and to determine the next steps. Mr. Rutledge provided an update on Sherwood West and stated Metro's approval of the expansion was appealed to the Land Conservation and Development Commission (LCDC) and they upheld Metro's decision. He said he expects there to be an appeal to the Court of Appeals.

Mr. Rutledge provided an update on SB 1537 which created the Housing Accountability and Production Office (HAPO), required local jurisdictions to approve certain adjustments for housing, and required additional land use applications to be processed as limited land use applications. Discussion followed regarding variances and an exception process that the City has applied for. He said the Planning Department will update the Council regularly with the work they do to comply with these state laws. Mayor Rosener said his largest grievance is requiring additional land use applications to be processed as limited land use decisions. Mr. Rutledge explained that our Code currently has procedures for how Type II to Type IV land use cases are processed, and SB 1537 limits those procedures, no longer requires a public hearing, and limits the notice requirement to 100 feet. He mentioned that the Department of Justice (DOJ) ruled an interpretation that said when SB 1537 was drafted there was a provision from the 1990s that said was not struck from the bill which stated that cities can still use their comprehensive plan procedures and DOJ interpreted that cities can still use their own procedures. He stated Sherwood continues to process limited land use applications under our own interpretation of the state law supported by the DOJ.

Mr. Rutledge provided an update on SB 974 Design, Exceptions, Limited Review Process and Engineering Review Shotclock which does not allow cities to apply their design standards for subdivisions that are over 20 units. He said it does not apply to multi-family structures over 3 units. He stated this bill limits public notice and hearing procedures for zone changes to allow denser residential use designation, planned unit developments, and variances from a residential approval standard. He said SB 974 also put timelines for review on final engineering plans. Ms. Richter noted that cities have until July 1, 2026, to comply. Discussion followed.

Mr. Rutledge explained HB 2138 Middle Housing Revisions, which provided updates and revisions to HB 2001. Senator Neron Misslin added that Mayor Rosener was influential in working with the Governor's office and partners and helping them understand the concerns and translating that into policy.

Mr. Rutledge provided an update on SB 2258 Pre-Approved Site and Building Plans Middle Housing Revisions that allowed LCDC to adopt rules requiring local government to approve land use decisions, notwithstanding any contrary comprehensive plan or land use regulation, for the development of specific residential development types on certain lots or parcels.

Mr. Rutledge discussed HB 3031 Housing Related Infrastructure Funding, which provided \$10 million in funding for housing related transportation, water, wastewater, and stormwater infrastructure for local jurisdictions.

Mr. Rutledge briefly discussed the impacts on budgets and staffing to comply with the state laws. He said the next steps include a code audit, planning studies, code update, and the consideration of a charter amendment. Ms. Richter discussed a potential charter amendment and explained Home Rule in Oregon, charter mechanics, and charter amendment timeline and cost. She said potential amendment topics include annexations, public participation in land use review, zoning regulations, and other. She provided draft charter language for public participation (page 11) and annexation (page 12) (see record, Exhibit B). City Attorney Ryan Adams discussed charter mechanics and the timeline and cost of putting a charter amendment on the ballot. Mr. Adams discussed the draft language of potential charter amendments and how they may preserve Home Rule. He said a charter amendment was not a guarantee and there are pros and cons. He asked for directions from the Council and said they would need to work quickly and bring forward a resolution by the next meeting. Councilor Giles asked if a charter amendment would be perceived as gearing up for a fight. Mr. Adams said it could be perceived as that. Councilor Mays said it is more of a value statement. Ms. Richter

reviewed the draft charter amendment language and said they stayed away from substance and focused on the procedures and said the language with the highest likely of success is focused on public participation. Councilor Mays said the 2nd paragraph (page 11) needs some work. Mr. Adams discussed the cost of putting a charter amendment on the January ballot and said Washington County estimates \$1.50 per voter and Sherwood has approximately 14,000 registered voters. Councilor Giles asked if the charter amendment passes are we setting the City of for more legal costs to defend it. Mayor Rosener said yes, potentially.

Mr. Adams asked for directions, and said the if the Council supports putting a charter amendment before the voters, he suggested doing both the public participation and annexation amendments. The Council agreed to have staff move forward with drafting charter language and a resolution and presenting it at the October 21 meeting.

Mayor Rosener adjourned the work session at 7:10 pm.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:20 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Keith Mays, Taylor Giles, Doug Scott and Dan Standke.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, Finance Director David Bodway, Community Development Director Eric Rutledge, Economic Development Manager Erik Adair, IT Director Brad Crawford, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, Police Chief Ty Hanlon, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

Mayor Rosener addressed approval of the agenda and asked for a motion.

MOTION: FROM COUNCILOR BROUSE TO ADOPT THE AGENDA. SECONDED BY COUNCILOR MAYS. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item and asked for a motion.

- 5. CONSENT AGENDA:**
 - A. Approval of September 16, 2025 City Council Meeting Minutes**
 - B. Resolution 2025-065, Reappointing Brian Fairbanks to the Sherwood Budget Committee**
 - C. Resolution 2025-066, Reappointing Kady Strode to the Sherwood Budget Committee**
 - D. Resolution 2025-068, Authorizing the City Manager to Sign the Broadband Users Group IGA**
 - E. Resolution 2025-069, Authorizing Submittal of a Housing Capacity Analysis Grant Application to the Oregon Department of Land Conservation and Development**
 - F. Resolution 2025-070, Authorizing the City Manager to Execute an Intergovernmental Agreement with Washington County for the Elwert Road Feasibility Study Funding Contribution**

MOTION: FROM COUNCILOR BROUSE TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILOR MAYS. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENTS:

No comments were received. Mayor Rosener addressed the next agenda item, and the City Recorder read the public hearing statement.

7. PUBLIC HEARING:

A. Resolution 2025-067, Adjusting Solid Waste and Recycling Collection Rates

Public Works Director Rich Sattler came forward and presented a resolution adjusting solid waste and recycling collection rates. He stated under the Sherwood Municipal Code the City Council sets the rates Pride Disposal charges for solid waste and recycling services. In July 2025 the city's rate review consultant Bell and Associates completed a rate analysis of Pride Disposal's 2024 financial information. The rate analysis found Pride's rates of returns for 2024 to be a composite return of 4.78%. He stated Bell and Associate presented information at a July 15 and September 16 City Council work session with recommendation to adjust the rates. The projected rate for 2025 is 9.1% and the rates for 2026 would have an average of 4% rate increase for the residents. He noted a rate schedule was provided in the staff report. He stated staff respectfully recommend the City Council approve the resolution to adjust rates.

Mayor Rosener said the City Council had two extensive work sessions to discuss the rate adjustments and asked if the Council had any questions of staff. Councilor Mays thanked staff and the consultants for their efforts. Councilor Giles said there will be a survey regarding how well the food waste in yard debris service is being used and stated he is looking forward to the results.

Mayor Rosener opened the public hearing. With no public testimony received Mayor Rosener closed the public hearing. Mayor Rosener asked for Council discussion.

Councilor Young thanked Pride Disposal for their assistance in helping them understand the rates. Mayor Rosener agreed.

MOTION: FROM COUNCILOR MAYS TO ADOPT RESOLUTION 2025-067 ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

8. CITY MANAGER REPORT:

City Manager Craig Sheldon said the Sunset paving project is scheduled for October 28 and 29. The intersection of Sunset and Main Street during that time will be temporarily closed for about 30 minutes twice a day to accommodate the paving work. He stated they are hoping to work outside the school drop off schedule, but people should plan accordingly. He announced that Washington County will be holding a ribbon cutting ceremony at Pioneer Park in Sherwood celebrating the completion of the three major road

improvement projects. He said the Citizen's University started last Thursday. He stated Chick Fil A will open this week.

Police Chief Ty Hanlon commented on the new 4-way stop by Chick Fil A and said the department stopped several drives yesterday in the educational process. Mayor Rosener said the Chick Fil A ribbon cutting is tomorrow and they officially open on October 9.

9. COUNCIL ANNOUNCEMENTS:

Councilor Giles announced the Planning Commission will meet on Tuesday, October 14 and the packet is on the City website.

Councilor Brouse said the Senior Advisory Committee will meet tomorrow and the Youth Advisory Meeting will meet on Friday. She commented on Chamber activities and said there are several upcoming ribbon cutting ceremonies.

Councilor Mays commented on the success of the pedestrian bridge ribbon cutting ceremony. He attended the League of Oregon Cities (LOC) conference last week. He announced that Mayor Rosener was elected as Vice President of the LOC and congratulated him.

Councilor Scott attended the Parks Board Meeting yesterday and the discussion included tree removals.

Councilor Standke commented on the traffic issues at Sunset and Main during morning drop offs. He attended the Library Advisory Board meeting and discussed the upcoming levy. He commented on the service offered by Pride Disposal to dispose of mixed organic waste in the yard debris containers and suggested looking at Pride Disposal's website for more information.

Councilor Young attended the Region One Area Commission on Transportation and said ODOT provided an update on the legislative funding package and information on micro transit pilot projects. She attended the LOC conference and she congratulated Mayor Rosener on his Vice President position.

Mayor Rosener said the LOC awarded Councilor Mays with the Mark Hatfield award which is very prestigious. Councilor Mays said he was humbled by the award and commented that it takes a team. Mayor Rosener said it was well deserved.

Mayor Rosener said he attended the LOC conference last week. He thanked staff and everyone involved in the pedestrian bridge project. He announced that the Pirates of Pinehurst is now open Thursday, Friday, Saturday, and Sunday nights in October at 7:30 pm.

10. ADJOURN TO EXECUTIVE SESSION

Mayor Rosener adjourned the meeting at 7:48 pm and convened an Executive Session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:52 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Taylor Giles, Renee Brouse, Doug Scott and Dan Standke.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Human Resources Director Lydia McEvoy, City Attorney Ryan Adams and Consultant Ross Schultz.

4. TOPIC:

A. ORS 192.660(2)(f)(i), Exempt Public Records and Performance Evaluation

5. ADJOURN

Mayor Rosener adjourned the executive session at 9:08 pm.

Attest:



Sylvia Murphy, MMC, City Recorder



Tim Rosener, Mayor