



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, August 6, 2013

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

5:30 pm City Council Executive Session
(Pursuant to ORS 192.660 (2)(F), Exempt Public Records)

6:00 pm City Council Work Session

7:00 pm Regular City Council Meeting

City Council Executive Session
(Pursuant to ORS 192.660 (2)(I), Performance Evaluation)
(following the regular City Council Meeting)



Home of the Tualatin River National Wildlife Refuge

5:30 EXECUTIVE SESSION

1. ORS 192.660(2)(F) Exempt Public Records

6:00 PM COUNCIL WORK SESSION

1. YMCA Discussion

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT

- A. Approval of July 16, 2013 Council Meeting Minutes
- B. Resolution 2013-043 Appointing Beth Cooke to the Planning Commission
- C. Resolution 2013-037 Authorizing an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) to receive Transportation Growth Management (TGM) funds to perform an update of the City of Sherwood Transportation System Plan (TSP)
(Bob Galati, City Engineer)
- D. Resolution 2013-044 Authorizing the City Manager to sign 3-year On-Call Planning Contracts with three selected firms (Brad Kilby, Planning Manager)

5. PRESENTATIONS

- A. Recognition of Sherwood High School Students Academic Achievement

6. NEW BUSINESS

- A. Special Committee Report

7. PUBLIC HEARING - Special Committee Proposed Ordinance Language

- A. Regulation of Camping
- B. Regulation of Business Hours
- C. Regulation of Hazardous Substances

Note: The above documents are estimated to be available on Friday August 2, 2013. The meeting packet will be amended upon receipt of said documents.

8. CITIZEN COMMENTS

AGENDA

**SHERWOOD CITY COUNCIL
August 6, 2013**

5:30 pm Executive Session

6:00 pm City Council Work Session

7:00 pm Regular City Council Meeting

**Executive Session, ORS 192.660(2)(i)
Performance Evaluation
(following the regular City Council meeting)**

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

9. COUNCIL ANNOUNCEMENTS

10. CITY MANAGER AND STAFF DEPT REPORTS

11. ADJOURN TO EXECUTIVE SESSION

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, by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the City's bulletin board at Albertson's. Council meeting materials are available to the public at the Library.

To Schedule a Presentation before Council:

If you would like to appear before Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder Sylvia Murphy by calling 503-625-4246 or by e-mail to: murphys@sherwoodoregon.gov



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
July 16, 2013

CITY COUNCIL WORK SESSION

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 6:32 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Councilors Bill Butterfield and Matt Langer. Councilor Robyn Folsom arrived at 6:40 pm. Council President Linda Henderson, Councilors Krisanna Clark and Dave Grant were absent.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Julia Hajduk Community Development Director, Craig Sheldon Public Works Director, Julie Blums Interim Finance Director, Police Chief Jeff Groth, Police Captain Mark Daniel, City Engineer Bob Galati, Ashley Graff Intern, Colleen Resch Administrative Assistant, and Sylvia Murphy City Recorder.
4. **OTHERS PRESENT:**

Mark Fryburg, Rodney Lewis and Breanna Hyder with PGE.
5. **TOPICS DISCUSSED:**
 - A. **PGE Report** – Mark Fryburg Local Government Affairs Representative, Rodney Lewis General Foreman and Brianne Hyder Corporate Communications Representative were in attendance and provided the Council with a report of the power outage that occurred on May 22nd. Mark informed the Council that PGE received 329 claims and paid out on 156 claims and stated most claims were for damaged appliances. Mr. Lewis explained how the outage occurred. Mark provided handouts to the Council (see record, Exhibit A) and presented a power point presentation (see record, Exhibit B). Discussion followed.
 - B. The Council briefly discussed the recent fire that occurred off Oregon Street.

Mayor Middleton adjourned the work session at 6:57 pm and convened to a regular meeting.

REGULAR CITY COUNCIL MEETING

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 7:08 pm.
2. **PLEDGE OF ALLEGIANCE:**

3. ROLL CALL:

- 4. COUNCIL PRESENT:** Mayor Bill Middleton, Councilors Robyn Folsom, Bill Butterfield, and Matt Langer. Council President Linda Henderson, Councilors Krisanna Clark and Dave Grant were absent.
- 6. STAFF AND LEGAL COUNSEL PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Julia Hajduk Community Development Director, Craig Sheldon Public Works Director, Julie Blums Interim Finance Director, Police Chief Jeff Groth, City Engineer Bob Galati, Engineering Associate Craig Christensen, Ashley Graff Intern, Colleen Resch Administrative Assistant, and Sylvia Murphy City Recorder. City Attorney Pam Beery.

Mayor Middleton addressed the Consent Agenda and asked for a motion.

5. CONSENT AGENDA:

- A. Approval of June 3, 2013 Council Meeting Minutes**
- B. Approval of June 4, 2013 Council Meeting Minutes**
- C. Approval of June 12, 2013 Council Meeting Minutes**
- D. Approval of June 18, 2013 Council Meeting Minutes**
- E. Approval of July 2, 2013 Council Meeting Minutes**

- F. Resolution 2013-040 A Resolution To Ratify The Contract Agreement Between The City Of Sherwood And The American Federation Of State, County And Municipal Employees (AFSCME); And To Authorize The City Manager To Sign The Successor Collective Bargaining Agreement And Memorandum Of Agreement Between The City Of Sherwood And The American Federation Of State, County And Municipal Employees (AFSCME)**

- G. Resolution 2013-041 A Resolution To Ratify The Contract Agreement Between The City Of Sherwood And Sherwood Police Officer's Association (SPOA); And To Authorize The City Manager To Sign The Successor Collective Bargaining Agreement Between The City Of Sherwood And Sherwood Police Officer's Association**

MOTION: FROM COUNCILOR ROBYN FOLSOM TO ADOPT THE CONSENT AGENDA, SECONDED BY COUNCILOR MATT LANGER, MOTION PASSED 4:0, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR (COUNCILORS HENDERSON, CLARK AND GRANT WERE ABSENT).

Mayor Middleton addressed the next agenda item.

6. PRESENTATIONS:

A. Proclamation Relay for Life 2013

Mayor Middleton stated the Sherwood Chapter of the American Cancer Society will hold its 9th Annual Relay For Life on August 3rd and 4th at the Sherwood High School Field, and he proclaimed August 3rd-4th, 2013, as Relay for Life days. He read the proclamation which stated the American Cancer Society is the nationwide community-based voluntary health organization dedicated to

eliminating cancer as a major health problem by preventing cancer, saving lives and diminishing suffering from cancer through research, education, advocacy and service and by these efforts the overall, age-adjusted cancer mortality rate is declining for the first time in human history and will continue to do so. He stated the Relay for Life is unique in this community in that it blends fundraising, cancer awareness and prevention activities, fellowship and support for cancer survivors.

Mayor Middleton addressed the next agenda item.

B. Proclamation Recognizing Robin Hood Festival Days 2013

Mayor Middleton stated the City will proclaim July 19th and July 20th as Robin Hood Festival Days 2013. He read the proclamation which stated this as the 60th Anniversary of the Sherwood Robin Hood Festival which has been a long standing tradition in the City of Sherwood. He said the Sherwood Robin Hood Festival Committee is made up entirely of volunteers from the community who have willingly given countless hours to make this a memorable and successful event for the community. He encouraged citizens and the surrounding communities to participate fully in all of the festival ceremonies, activities, and events.

Mayor Middleton recognized Sherwood Citizen of the Year Selma Broadhurst, who is a big promoter of the Relay for Life and thanked the volunteers.

Mayor Middleton addressed the next agenda item.

C. Recognition of Sherwood High School Baseball Team State Championship

Mayor Middleton announced that the Sherwood High School Baseball Team won the 5A State Championship last month and he recognized the athletes in attendance and provided them with Certificates of Achievement. He asked the team to describe their season. Jacob Urbach commented that the season started off rough, but they won 24 of the last 26 games which lead to the state title. He thanked the community for all their support.

Mayor Middleton addressed the next agenda item.

D. Recognition of Sherwood High School Track State Champions

Tom Pessemier stated he spoke with Coach Smith and he requested the presentation be moved to a future date when the athletes could attend. Mayor Middleton agreed.

Mayor Middleton addressed the next agenda item.

E. Eagle Scout Recognition

No scouts were present. Mayor Middleton addressed the next agenda item.

F. Swearing in of Police Officer, George Lopez

Police Chief Jeff Groth introduced Officer George Lopez and gave a brief introduction stating that Officer Lopez was born in California and grew up in Toledo, Oregon. He said Officer Lopez

graduated from Western Oregon University and graduated from the Mid Valley Reserve Police Officer Training Academy and has been a Reserve Police Officer in Independence, Oregon for the past 3 ½ years. He stated that Officer Lopez is married with children and is fluent in Spanish. Chief Groth mentioned that Officer Lopez was slated to be hired last July as one of two replacement positions, but for budget saving, this was put off until January, and then pushed to this July for additional savings. Chief Groth swore in Officer Lopez and welcomed him to the community.

Mayor Middleton addressed the next agenda item and indicated that Resolution 2013-037 has been removed from the agenda and Resolution 2013-042 has been added.

7. NEW BUSINESS:

A. Ordinance 2013-004 Approving vacation of a public storm sewer easement located on private property and establishing a new public storm water easement with adjusted boundary to match encroachment conditions

City Engineer Bob Galati approached the Council and recapped the staff report and stated the legislation before the Council is for a correction that was created during the construction of the new buildings (Residences at Cannery Square) where there was an easement with a storm drain in it. He said the plans showed the easement on the civil portion of the drawings, but the architectural drawings did not pick it up and identify it clearly. He stated when they started to place the building footings and construct the building, they encroached upon the easement, and the encroachment was about 2 feet into the 7½ foot easement. He stated staff checked with Public Works and determined that the amount of the encroachment, if we were to reduce the easement, would still allow us to do work on the sewer line and it would not be an issue with the building. He said as part of the process, staff needs to come before the Council and get approval to vacate the easement and then we will have the owners of the property provide us with another easement that will match the encroachment limits of the building and reestablish the easement again and we will record both simultaneously and that will take care of the issue.

Councilor Butterfield asked if the other property owners are in agreement. Bob responded yes.

With no further Council questions, Mayor Middleton asked for a motion.

MOTION: FROM COUNCILOR BUTTERFIELD TO READ CAPTION AND ADOPT ORDINANCE 2013-004, SECONDED BY COUNCILOR FOLSOM, MOTION PASSED 4:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS HENDERSON, CLARK AND GRANT WERE ABSENT).

Mayor Middleton addressed the next agenda item.

B. Resolution 2013-036 Authorizing an Intergovernmental Agreement (IGA) with the Clean Water Services (CWS) to utilize System Development Charge (SDC) funds in the construction of the Tonquin Employment Area Sanitary Sewer Upgrade Project

City Engineer Bob Galati approached the Council and recapped the staff report and stated it is based on the City's continuing efforts to upgrade systems based on our Sanitary Sewer Master Plan and

this project was identified in the City's Master Plan and Clean Water Services Master Plan as being necessary for future development of the area. He said the system is coming close to being maxed out as far as the ability to add more flow and with the Tonquin Employment Area potentially being developed in the future the City is trying to get ahead of it so that we are ready. He stated we have city funds to take care of the city portion but to get the CWS portion of the funding, the SDCs that are available through the agreements we have with CWS, this resolution to enter into an IGA is necessary to make the funds available and it is approximately 38-42% of the construction cost that would be recouped through reimbursement.

Councilor Folsom asked where the city portion of the funds came from. Bob responded from the sanitary SDCs.

Councilor Folsom asked if the sanitary SDCs come from new construction of businesses and residences or just one or the other. Bob responded the SDCs are levied against businesses and residences when they are constructed, this is just a standard fund that is for capital improvements, not for maintenance, and that includes upgrades to infrastructure based on flow capacity.

With no further Council questions, Mayor Middleton asked for a motion.

MOTION: FROM COUNCILOR FOLSOM TO ADOPT RESOLUTION 2013-036, SECONDED BY COUNCILOR LANGER, MOTION PASSED 4:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILORS HENDERSON, CLARK AND GRANT WERE ABSENT).

Mayor Middleton addressed the next agenda item.

C. Resolution 2013-038 Authorizing the City Manager to execute a construction contract for the Villa Road Wall Repair Project

Engineering Associate Craig Christensen approached the Council and stated this resolution is for the repair of an existing wall that is located between SW Wildlife Haven Court and SW Villa Road. He said the current wall is along the tributary and portions of the wall have fallen into the tributary. He stated due to the failure there are bank erosion and stabilization problems. He said due to these issues the Public Works Department has put forth maintenance funds to repair the wall and restore the water quality swale that is behind it. He said there is also a mitigation plan to restore plantings. He noted the project went out for bid, the City received three bids and the highest bid was \$140,769.45 and the lowest bid was \$91,414.11. He said the Engineer's estimate for the project was \$116,000. He stated the lowest responsive bidder was JJ&L Excavation and said staff is requesting authorization to enter into a contract with JJ&L Excavation for the construction of this project.

Councilor Folsom asked if the funding for this project comes from the maintenance fund. Craig stated that this is the storm maintenance funds from Public Works. Councilor Folsom asked if they are from fees. Craig responded he believes that they are part of the monthly fees from the storm water funds.

With no further Council questions, Mayor Middleton asked for a motion.

MOTION: FROM COUNCILOR LANGER TO ADOPT RESOLUTION 2013-038, SECONDED BY COUNCILOR BUTTERFIELD, MOTION PASSED 4:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILORS HENDERSON, CLARK AND GRANT WERE ABSENT).

D. Resolution 2013-042 Amending Resolution 2013-034 and Resolution 2013-035 revising membership of a special committee to advise the City Council on possible referral to voters of Ordinances establishing new business regulations

Assistant City Manager Tom Pessemier stated there have been two resolutions passed to set up a Special Committee to advise Council on potential ordinances regarding new business regulations. He stated that the resolutions were done quickly to give the committee as much as time as possible to draft ordinances for Council consideration to refer to the voters. He stated Resolution 2013-034 was approved to set up the formation of the committee and the basic rules of operation, specifically identifying the number of members on the committee and Resolution 2013-035 was approved, subsequently naming particular members to the committee. He said there were 9 members; 5 members were residents of the City of Sherwood and 4 members conducted business in Sherwood. He stated the committee has met 3 times in less than a week and plans to continue to meet through July and into August. He noted they are been working collaboratively and making good progress and doing what Council set them out to do, but they lost 2 members before the first meeting. He said given the fact that they have been working well, this resolution changes it from 9 members to 7 members, where 4 members are residents and 3 conduct business in Sherwood. He stated this resolution would amend the previous resolutions, changing the number of members and removing those names from the committee.

Mayor Middleton stated that he attended the meeting last night and the Special Committee was in favor of this.

With no Council questions, Mayor Middleton asked for a motion.

MOTION: FROM COUNCILOR FOLSOM TO ADOPT RESOLUTION 2013-042, SECONDED BY COUNCILOR BUTTERFIELD, MOTION PASSED 4:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILORS HENDERSON, CLARK AND GRANT WERE ABSENT).

Mayor Middleton addressed the next agenda item and the City Recorder read the public hearing statement.

8. PUBLIC HEARING:

A. Resolution 2013-039 Adopting a Supplemental Budget and Making Appropriations

Interim Finance Director Julie Blums approached the Council and recapped the staff report and referred to 3 items on the supplemental budget. She stated the first item is a transfer from Street Capital Fund to the Urban Renewal Capital Fund. She said in 2010 we took out a loan from the Urban Renewal for street projects in the downtown area and other street projects, even though its funded by Urban Renewal, we typically run them out of our Street Fund, so the loan proceeds were put in the Street Fund. She noted when the contracts were bid for the Phase 2 construction of the downtown street, they were bid under Urban Renewal so the loan proceeds need to be moved back to the Urban Renewal so we can make the payments from that fund. She said the second item staff

mentioned to the Council a few weeks ago when staff brought the contract forward, for the pavement management projects and street operations fund and said the contract services did not get appropriated during the budget process, and were inadvertently left in the fund balance. She said this would appropriate them so we can spend them on contract services for the pavement management projects for the year. She stated the third item is requesting \$5,000 for the special election for business regulation ordinances. She said that was not part of the budget process, or contemplated, so staff is trying to be proactive.

Mayor Middleton opened the public hearing.

Susan Claus, 22211 SW Pacific Hwy, came forward and commented that none of the materials were available on the website or in the library until Monday. She said it is Tuesday and the packet is 223 pages and asked if there is a stipulation that the materials need to be available to citizens at least five days in advance.

The City Recorder said the agenda was posted on Tuesday and once the agenda is posted the documents are available to the public, but the packet was not posted to the website because it lacked the consent items, the minutes, as they were not ready. She stated that the documents were available and it is a matter of the public requesting them. Ms. Claus clarified that you don't automatically put them on the website. The City Recorder said once the packet is complete, it is posted to the website. Susan clarified that until then, the citizens can get the documents from you? The City Recorder replied they can be requested. Susan said this is a change from the past when everything used to be posted and said she doesn't know what to do and we are considering changes to the budget that was passed and she doesn't feel there was enough time.

Jim Claus, 22211 SW Pacific Hwy, approached the Council and said he finds it strange that we have an accountant and two business people, and said we are now doing a budget and asking the staff what they collected in development fees, SDCs, TIFs and MSTIF, grant money, bonds, and wants the answer at the push of a button. He said he did not want a freedom of information act to find out what has occurred. He said it is a simple question and said the system development credits on houses are paybacks for infrastructure we supposedly bought. He referred to manipulating those like \$500,000 and vote on the ordinance and somebody is getting our development fees. He said he is not much of an accountant but is a pretty good urban land economist and when he finds someone that is using his money, and it is the landowner's money that you take away from them, and it is a direct drop in the price, unless you give it back to them, on a 8 million MSTIF. He said that money goes in a public trust but we don't know what is held in the public trust and said we haven't known ever since we brought Ross Schultz here, our money was nobody's money. He stated if he asks what a capital project cost, like just how much did you pay, you can't tell me. He said it is a capitalized item and it is an asset that is going to last. He noted we don't know what you are capitalizing but it appears you take off 18% of the development money and give it to staff to run and another 40% disappears. He commented regarding a forensic audit and by his numbers \$50 million is missing, given away. He said why don't you stop this and start going back on the capital expense and find out what you collected and what you collected in grants before you move forward. He said it is a silly question to ask a City what they have done with the money they collected from the landowners, from grants and what did you spend it on and what is your contract price for what you did. He said you can't tell me how much you spent on Cannery Square and if you take what you have expensed over here it could be as high as \$20 million. He asked if it would be too much to get you to go back and do that rather than worry about taking more money from Urban Renewal to pay your over draft. He

stated when you take money out of Urban Renewal, if your tax base doesn't go up, the children of Oregon suffer.

Eugene Stewart, PO Box 534, approached the Council and said it is confusing and referred to speaking with Craig Gibbons when he started and he could not show him how the city came up with the numbers compared to the audit reports. He said Elaine Johnson came in and that is the number that they started with. He said he has never been given anything that shows year by year where the money was spent and how much on each project. He asked if this is on the City side if the Urban Renewal Agency having the same problem, don't you need an adjustment on that side too. He said if you are transferring money from the city to the Urban Renewal Agency did you forget to do the same thing on the Urban Renewal Agency? He said this makes sense to him, because you have to show money coming in and money going out. He asked where the money is, is it in the Urban Renewal or is it already in the budget and how did you reconcile the balance. He said you we need more studies on where we are spending our money and how it is being spent.

With no further public comments, Mayor Middleton closed the public hearing and asked for Council comments.

Councilor Folsom asked Julie Blums to answer Mr. Stewart's question and asked if we need to do it on the Urban Renewal side as well. Julie responded that we do not and supplement budget are for expenditures only and the budget law only requires that we appropriate our expenditures and not our revenues, therefore we do not need to do a supplemental to show the revenue and we have already budgeted for the downtown streets project. Julie said the expenditures are already budgeted, so we do not need to do a supplemental on the URA side to show revenue.

Councilor Folsom asked if they were budgeted on the City side or the URA side. Julie responded the URA side.

Councilor Folsom asked how we came in on that budget. Tom Pessemier said the final numbers are not in but it looks good, project is on schedule and under budget. He stated he doesn't know the exact amount but we are looking at somewhere between \$200,000 to \$300,000 under budget for the project.

Councilor Langer asked about the \$5000 for the special election and asked if that is the whole cost. Julie responded that it is an estimate. She stated that it depends on how many jurisdictions have items on the ballot and the cost for the entire election is split between the jurisdictions. She said she looked at typically what an election would cost and this is close.

Councilor Langer asked about the balance for the rest of the costs for the Special Committee and gave the example of the city attorney attending these meetings and asked where that cost comes from and clarified city attorney costs are not part of the \$5000. Julie confirmed that was correct and said at the moment we will have to be saving elsewhere to pay for it. She said if it turns out to be significant, we may have to come back with another supplemental.

Councilor Folsom said she believes the numbers we saw were significant, the estimates that were provided yesterday. She said this may not be the time, but we need to discuss this. Julie said staff costs are already budgeted so it is anything above and beyond that, that we will need to look at.

City Manager Gall clarified staff costs, except for city attorney costs. Julie said that is correct. Mr. Gall said he believed the number was \$25,000-\$30,000 of city attorney time and said that is an estimate based on the committee's scheduled 9 meeting. He said Tom can provide details, but he put together an estimate of what it could cost to staff this committee and do the full nine meetings. He said the primary cost he is concerned about is for city attorney time. He said the cost for Sylvia Murphy and Tom Pessemier is time away from their other projects as their current work will be diverted as this was not anticipated in terms of their work loads. He said staff wanted to provide an estimate to the Council in terms of what it could cost.

Councilor Folsom clarified that the estimate for the special election was \$5,000. Julie confirmed. Ms. Folsom said if there are several other jurisdictions it may go down. Julie informed the Council if they chose to, they can add additional funds tonight to pay for additional attorney costs or the other option is to wait to the end and see what the total is and do it at that point.

Councilor Folsom replied we need to talk about it and did not want to do it here.

Councilor Butterfield said he is concerned and said not only are we spending time and funds on the Special Committee, there are other things that we are not doing because they are taking up time with this. He said we have to keep moving forward with the city and running the city and said he doesn't know how many hours staff can put into supporting this and we need to be aware of that, have staff getting run down and stressed out is not necessarily a good thing.

Councilor Folsom asked if it was just an oversight in not allocating the funds.

Mayor Middleton asked where the \$540,000 was coming from.

Julie responded that it is coming from fund balance and said the beginning fund balance for the year was \$1.1 million and the ending fund balance projected for the year was \$1.7 million, so it just simply didn't get allocated as an expense so it increased the fund balance for year end.

Mayor Middleton asked if the \$540,000 was coming from fund balance and asked if it doesn't pass then where do we get the \$540,000. Julie responded we don't and we will have a list of projects that don't get done.

Mayor Middleton asked for a list of the projects. Julie listed the following projects: pavement of Wildrose Place, 12th Street between 99W and Sherwood Blvd, Upper Roy to Sunset, and slurry seal projects. Mayor Middleton commented that he wanted the public to know this money isn't going to go into some project or a study and these are projects we have to do for the citizens and not an issue of more waste in our budget and directly goes to the citizens.

Councilor Langer stated that he remembers discussing this during the budget process and it just wasn't allocated accordingly.

Councilor Folsom commented regarding processes and staff teaching the Council over the years of PCI (Pavement Condition Index) and trying to improve the roads in our community and this being the bread and butter of our responsibility and that is why we are allocating the money that we have already chose to spend.

Councilor Langer commented that some of these projects are the original pavements built in the sixties and it is time to improve, appropriate it and move on.

With no further Council questions, Mayor Middleton asked for a motion.

MOTION: FROM COUNCILOR FOLSOM TO ADOPT RESOLUTION 2013-039, SECONDED BY COUNCILOR LANGER, MOTION PASSED 4:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILORS HENDERSON, CLARK AND GRANT WERE ABSENT).

Mayor Middleton addressed the next agenda item.

9. CITIZEN COMMENTS:

Nathan Claus, 22211 SW Pacific Hwy, approached the Council and provided documents (see record) and pleaded for fairness within the City and said he witnessed the unfairness of City staff toward citizens. He referred to attending a meeting on July 11 with his father, Charlie Harp (sp?) and Jeff Bolton (sp?) and city staff Bob Galati and Scott McKee and two other City staffers that did not introduce themselves or give business cards. He said the purpose of the meeting was a preconstruction meeting for the McFall lots. He stated Mr. Galati did not provide them with anything before the meeting so they could prepare for the meeting and came not knowing what to expect. Nathan said they tried having an attorney at the meeting and was told by staff that they would suspend the meeting for an "indefinite amount of time", to go get the city attorney. Nathan said in the meeting they spent an hour going through Exhibit A (see record) line by line and the only time Mr. Galati would go off the meeting document was to tell us that the requirements are required of all people trying to develop and if they deviated from it just a little bit he would bring the entire force of the Police Department down on us to stop the production. Nathan referred to Exhibit B (see record), which is Mr. Galati's Engineering General Construction Practices for plan of operations and it has 14 points and the first one refers to the hours you're able to work, which are only Monday through Friday, and you can only work on Saturday and Sunday with the approval of the City Manager via the City Engineer. He said under the assumption that this applies to everyone equally, he, his father and mother went to all the different construction sites and complained that they were working on the weekends. He said they emailed Office Rodriguez, which is Exhibit D (see record), saying that they should not be allowed to work on weekends. He said Officer Rodriguez emailed them back and provided the official construction practices of the City follows, which stated they were allowed to work on weekends. He said there is a big difference in the information provided by Officer Rodriguez and said you are allowed to work on Saturday and Sunday and Monday through Friday. Nathan said he was flabbergasted by this and said it is one thing to have a difference but to claim that all citizens have to deal with it is unforgiveable in his opinion. He noted that their contractor, Charlie Harp, stated after the meeting that if we have to follow these requirements, it is nearly impossible to build. He commented that he works with the Boy Scouts of America and said he was elected last year as the Chief Officer of the eighth largest scouting organization in America and said if he ever tried doing something like this to people within my group, he is sure he would not have his job for very long. He said they need to treat everyone fairly and it's not fair to put these restrictions on people even if they disagree with some of the policies of the people running the City.

Mayor Middleton asked City staff to look into this.

Susan Claus, 22211 SW Pacific Hwy, came forward and also spoke about the McFall subdivision. She said she provided a map (see record) and it is an 8 lot property that they have been trying to do for 6 years. She said in the process, it's a bit over one acre for the lots and there are another seven acres we are dedicating to the City as part of that dedication. She commented regarding SDC calculations and referred to the different categories and said when you do a subdivision as small as that one the proportionality wasn't there for one acre set of lots versus seven acres on gifting, there was supposed to be, there are some categories for open space and parks and storm water facility. She said at the staff level when the calculations come it is way down the road and not at the time you have approvals, you only have 21 days if you disagree, you have no idea what the staff is going to do at the time you preset a lot to them, this is when they do individual calculations. She commented that this is not the only crazy thing that has happened directly against us. She stated that they dedicated seven acres of the property and there are no credits. She said they are doing the Cedar Creek Trail project and the City told Metro that they needed this property in order to get the \$5.1 million yet it has no value and there are no credits to us. She said everyone knows the story of them trying to put Cedar Creek Trail through the building envelopes of those lots and we had to go to Metro to get that taken care of to put the on the other side of Cedar Creek. She said the property has been under assault for a variety of reasons from the staff and said if they wanted the whole property they should have come upfront and said they did not want us to put 8 little lots in here and now they are just making it as miserable and terrible as they can. She said every step of the way it has been brutal fighting and confrontation at the staff level and asked what do you do when you have fundamental disagreements when you are having a gifting or dedication and you believe that you will get a portion of credit and will still be doing gifting and you find out after all of the land use approvals are gone you can't do anything about it, where do you go, we don't have anything in the city. She said Mr. Gall has said the Council should butt out of his business and he will run the city, she asked what do we do on something like this. She stated there is no process and said they had to going to Metro to get the pathway changed. She said there is \$5 million, plus that the City is getting from the Cedar Creek Trail project and this in an intrical part of the project. She stated they thought they were doing something nice for the City and it has turned out horrible.

Lori Randel, 22710 SW Orcutt Place, approached the Council and read a document titled "An Inside Job from Day One". She read Walmart is a store that is generally welcomed into towns, or it has impossible odds to overcome to get into certain urban environments like Sherwood. She stated that presented on its merits, Walmart would have run into community resistance to gain access into Sherwood. She said slowly Walmart has gained location development strategies to not overcome the citizen resistances, but to bypass it, and in order to do this, trusted members of the community must be involved, political cover has to be given and highly sophisticated developers with attorneys need to be in place to manipulate the land use codes behind the scenes in order to grant Walmart's entrance without public scrutiny. She said at first glance it would not appear that the Sherwood Langer Gramor operation was candidate for a Walmart entry. She said on careful examination of public documents, including a tax court ruling, however, it becomes clear that Sherwood is a case in point where land use manipulation behind the scenes, encouraged and directed by Mayor Mays, was the perfect environment for Walmart to slip into town without an open and public process. Sophisticated landowners and developers and a City that lawyered up. She said Langers and Barry Cain of Gramor Development are highly sophisticated developers. On controversial projects they use public relations firms to influence communities. The Langers are the largest developers in Sherwood they developed the Albertsons, Target as well as Home Depot. Langer enlisted the help of another

sophisticated developer, Brenecky (sp?) in the Sherwood Home Depot zoning manipulation. That zoning manipulation resulted in the firing of your staff and a lawsuit where the City Council tried unsuccessfully to stop the applicant in circuit court. She thanked Mayor Middleton for trying to get some transparency in Sherwood government.

Terrance Miller, 14904 SW Lowell Lane, came forward and read a document titled “A Spend Thrift City in Need of Development Fees and Urban Renewal Taxes”. He stated because of previous overspending in the past years, Sherwood City Council led by former Mayor Keith Mays, Dave Grant and at least two other Council members, created a desperate need for money. When Keith Mays lost the election to current Mayor Bill Middleton citizens found out for the first time that without the Langer urban renewal ground with its development fees and taxes the City would be in default of its bond obligations. Mayor Middleton can testify to this. The staff under former City Manager Jim Patterson and present City Manager Joe Gall had a significant financial motive to promote the Walmart scheme job security, bonuses and raises, were only possible by forcing Walmart in the urban renewal that is under developed farm ground district. If Walmart were to build on a commercial site within the City boundaries, the City would not have revenue that could be directly funneled to their salaries and PERS accounts. Being in urban renewal zoning gave the city the opportunity to double dip. Had Walmart been zoned in a regular commercial zone, not in an urban renewal, the city would have received revenue but the revenue generated would be shared with schools, the library, Police, and Fire Department, which does not happen in urban renewal zones. The city employees would not get the direct funds into their PERS accounts and salaries as happens with urban renewal monies. SO it pays more to the city employees to have Walmart build within the urban renewal district. This explains why Mayor Mays pushed to have it developed on the Langer PUD, Public Utility District which falls within the urban renewal district and not elsewhere. He stated the development would have been nearly impossible without the political cover up by Mayor Mays and the City Attorneys who told Walmart that they could only locate on the Langer PUD. Mayors Mays restrains competition and grants Walmart a green light in urban renewal area. The development would have been difficult to impossible without this political cover and motivation. Ex-Mayor Mays with Paul Elsner of Beery Elsner & Hammond told Walmart they could only locate on the Langer public utility district. To Mayor Mays, he was covering his need for money. Walmart only needed a political green light. Walmart needed a front, Langer and his business partners were more than willing. Walmarts coming had to be kept secret, you never see the Walmart footprint on any of the plans. The realtors, etc, pretended it was going to be a shopping center, they lied and falsely testified. When asked by several different people at different times, Matt Langer insisted “it’s not going to be a Walmart”. The city failed to notify people living within 1000 feet of the proposed development.

Michael Buffington, 22511 SW Dewey Drive, approached the Council and stated Councilor Matt Langer has made or is in the position to make significant profits, result of changes made to city ordinance, interpretations of zoning definitions and city council resolutions made specifically for land within the Langer Farm PUD, officially known as PUD 95-1. He said the original PUD was 125 acres, to be developed over 8 phases, was zoned as open space, high density residential, retail commercial and light industrial. He stated the land set aside for Phase 7 is zoned light industrial and this is the land Walmart intends to build on. He stated what follows is a timeline of publically available and documented events. In 1995 the original Langer Farm PUD was submitted and approved, November 6, 2007 the Langers applied to make minor modifications to the PUD that allowed changes to be made to the uses of each phase which the city accepted. July 26, 2010 a resolution was made to accept the Langer’s desire to use the Phase 7 land, zoned as light industrial land as general

commercial land and in that same resolution the requirement that buildings must be 60,000 square feet or less was explicitly waived. November 2010 Matt Langer ran unopposed for an open position on City Council and won the seat. May 2, 2011 Matt Langer submitted an annual verified statement of economic interest form for 2010 stating that the Langer Family LLC was a "family farm development" and his title of office was member and the business was held by self and he listed the Langer Family LLC as a source of income on that same form. He also listed the 56 acre Langer Farms PUD land as property he owned. January 2011 Matt Langer was appointed as the liaison to the Sherwood Urban Renewal Planning Advisory Committee. September 30, 2011 land use economic consulting firm, Johnson Reed published a study that identified 90 Portland area industrial properties as prime redevelopment sites. The study has been used by local Portland area governments and agencies as a way of identifying properties with the highest potential of benefiting from urban renewal funding. In the study after removing properties owned by the Port of Portland or by utilities, railroad or local government, the list was narrowed down to 41 sites, of those 41 sites, the lowest with the lowest market value was the 56 acre site that includes the land set aside for phases 6, 7 and 8 of the Langer Farms PUD. Of the 90 candidate sites, the Langer property was the only site that had not been used for actual industrial purposes before. It was also the only site that was a functional farm at the time of the study. While the Johnson Reed study was primarily focused on formerly functional and now decaying industrial sites, it considered the Langer parcel to be vacant industrial land because of the zoning applied to the land in 1995 and because of its lack of actual light industrial activity over the prior 16 years. Considered a vacant industrial lot the real market value for the Langer Farms site in 2011 and according to the study was 3 cents per square foot. Sometime after the study was released the land for phase 7 was designated as urban renewal land, making projects on that land eligible for a portion of the \$45 million dollars available in urban renewal funding. Today it is estimated that once functional farm land owned by Council member Matt Langer and his family, land that was categorized as underdeveloped light industrial land worth 3 cents per square foot, right for urban renewal funding, is actually worth more, anywhere from \$3 to \$10 per square foot when it is categorized as general commercial land.

Amanda Roe, 17938 SW Fitch, came forward and stated Matt Langer ignores the rules of potential or actual conflicts of interests where and when necessary. Not once was there a statement of potential conflict or actual conflict of interest unless Matt Langer's family was directly receiving funds. Any number of times Matt Langer has been involved in marginal votes and not called out a potential conflict of interest, for example the sign code. The Langer's are the landowners at Sherwood Plaza, repeatedly this code benefited Langer's property and specifically with the Sherwood Plaza sign. Singled out for extraordinary generous sign, Langer never once gave vote that he had a potential or actual conflict of interest. Additionally the Langer's acknowledged in their IRS Probate Hearing in 2007 that this type of frontage that the signs afforded on 99 west is worth \$5 a square foot for retail property, even though Matt Langer knows about the value of the property sign, he ignores it when voting. This fact is known by the State Ethics Committee. The problem here is that there are instances where Matt Langer recuses himself. When the City obtained property through eminent domain which was a more overtly beneficial act for the developer, but many instances where it is less obvious he did not recuse himself, as with the code and ordinances changes. There are instances where he acted ethical and recused himself, for example when the development fees were not increased. In a conversation in the hall between two citizens, when they asked why he recused himself, on this he said, "I couldn't vote on this because it benefited my family". But the issue is that any number of times Matt Langer has been involved in marginal votes and has not called out as a potential or actual conflict of interest. If we refer to the Penn Landing in Baltimore the FBI came in

with a major indictment for the city's attempt to gain payment for zoning changes, in comparison Langer saw no issue with manipulating the code that controlled the PUD when it benefited his family to the tune of millions of dollars. If Langer did this which in all probability it looks to purport to Walmart's letter of intent, this is one of the most serious acts our community can imagine. Only through land use manipulation could he have obtained the right zoning and land use regulations to allow Walmart to build on this site. By bringing back the 1995 PUD codes back into existence which is a flat contradiction which was told to the IRS. There are points in conceptual matters here that go far beyond the manipulation of land use regulation to line the Langer's pocket and some of this is a conspiracy to restrain trade. It certainly makes the zoning laws in Oregon impotent.

Naomi Belov, 22741 SW Lincoln Street, came forward and read portions of a few of the letters she had been collecting (see record). She read comments from an individual who said he worked for Walmart in the past and referred to bullying tactics by Walmarts and what they have done to small communities, there are no benefits to Sherwood residents by allowing a Walmart to be built here. A letter from an individual referencing healthcare for employees, more non big box stores in Sherwood. A letter from an individual stating belief that Walmart's business practices do not fit Sherwood. A letter indicating the likes for the small town feel, lives here and cares, loves Sherwood, fair wages and insurance, wants businesses to have high standards, likes locally owned businesses, blight on community, business model is only good for Walmart and destructive to community, an injustice to local businesses, increased traffic, Walmart sells guns, treatment of employees, don't want a 24 hour big box, not in the best interest of our community, wants Whole Foods, Trader Joe's or New Seasons instead, does not represent Sherwood's values, the negative impact on traffic and the overall feel of Sherwood.

Nancy Taylor, 17036 SW Lynnly Way, approached the Council and stated the entire PUD was not possible in one form at the tax court when the Langer's wished to save tax payments, but in another form in existence in 1995. She said they told the IRS in one story that the PUD did not exist and it was just light industrial ground that saved them \$25 million in property taxes. She stated the Langer's told the tax court judge that this was light industrial property and did not have this potential of a PUD and it had a variety of uses including industrial and commercial. She said these poor old farmers just couldn't do anything. After working with Mayor Mays it was conservatively worth \$20 million more than they told anybody. She said they got the ordinances changed, and asked if that was luck or to avoid paying taxes. Ms. Taylor presented the Mayor with a gift.

Lori Stevens, 15630 Farmer Way, came forward and stated she appreciated the moving up of citizen comments and referred to the Y issue as discussed on June 18th and asked if the City sent a letter to the YMCA on June 19, 2013 as the Assistant City Manager promised? Tom Pessemier responded that the letter went out a few days after June 19. She asked if it included a deadline. Tom replied it made a request to have information within 30 days. She asked if it included a request for a list of members? Staff did not respond to the question and Ms. Stevens stated she is just commenting and this was the only forum in which we could do this, it was not referenced on the city website and she wanted to be sure this was taken care of.

Mayor Middleton stated he believed the Council will be holding a meeting on the Y, Ms. Stevens asked if the meeting was open to the public, he said it was a work session and confirmed when asked regarding noticing, that it would be more than 2 days.

Tracie Butterfield, 23614 SW Heron Lakes Drive, came forward and stated she wanted to give some positive comments and said she has lived here over 20 years and has seen this small town grow and lived through the growing pains of not enough field space for our kids to play sports, not good enough facilities to have plays or musicals or provide for the arts. She stated she is proud of our city and feels we have come along way and said we still have a long way to go. She said when her husband became a Council Member she remembers he took it upon himself to visit every staff member and find out what they do and he came home with so many positive comments about the staff and how hard they work and sometimes for free as there are not enough hours in the day and at times they do work on their own. She thanked the city staff and the City Council and said with the Walmart thing, no matter what side of the fence you're on, she feels a City needs to come together as best as they can to make the best out of the situation and positivity is the only way that she knows. She commented that she knows 3 Council Members very well and can vouch for their strong character and moral value and said her husband knows the city staff and she trusts his judgment about the staff. She thanked everyone for their service and referred to the service that her husband gives the City in many different ways fixing things in schools or on fields and believes he has a good heart and that he wants to better the City. She said she believes in the right to let your voice be heard and understands the frustration of not wanting a big box store in town and said, its coming and she is trying to make her peace with it. She stated one thing she doesn't like, she doesn't think it is fair to be personally attacked. She said that her husband has received phones calls that have been unsettling and not right. She stated the only thing she does not like about the City is the Claus reader board on Highway 99. She said people talk about Matt Langer having a responsibility to the city and she believes Mr. Claus has a responsibility to the City as well and said she thinks he is rude. She said she feels there is some responsibility there and the Council has opened themselves to criticism and he has done the same thing. She said she doesn't know if the sign is legal or not and this is something she has heard from fiends and people in the area that it is unbecoming. She stated she feels the City is going in a great direction and appreciates all the hard work and all that is done.

Meerta Meyer, 24002 SW Middleton, approached the Council and asked about the budget and asked if on an annual basis if there is a line by line reconciliation for citizen review available and if it's not available is that something that could become available so questions, similar to what has come up tonight, could be answered in advance.

Jennifer Kuiper, 17075 SW Cobblestone Drive, came forward and referred to the conversations and the discussions which have propelled her to say a few things. She stated that she appreciated the Council Members and said she knows many of you personally and has worked with you on many things from extracurricular activities to the Parks and Recreation Board and the YMCA Board. She thanked the City staff and said she has spoken to Joe Gall and Tom Pessemier and they have been very forthcoming with information and very helpful. She said to everyone in the room and referred to one of the letters referred to by Naomi's that said he "loves this town". She stated if you love this town it would behoove most people to understand a little bit of civics. She said in listening to a lot of people talk, it sounds like some people of well-versed in certain pieces of things but understanding how regulations and resolutions are made, what does it mean to have zoning, what is the difference between vacant industrial and undeveloped industrial land, this can be very different. She referred to having an attorney on one side of the discussion and needing one on the other side, and said this is just standard operating procedures to have two attorneys, one from each side, and said there is nothing underhanded about that. She said she personally is not well versed in civics and asked the Council to consider a resolution to come up with a plan to open up lessons on civics to our

community. She said there are a lot of compassionate people in the community and said she has heard a lot of conversations of presupposition and assumption and said it is getting muddled with the facts and feels it would be a great idea. She said she is not one to shy away from controversy and said she actually likes Claus' sign because it leads to discussion, whether you're on one side or another and believes that conflicts lead to resolution. She said she believes the citizens of Sherwood should have a good foundation and have this offered to them, so they can understand civics and everyone can be working from the same page. She thanked the Council for considering including the YMCA Board in their discussions at a Council meeting next week and thanked them in advance for including them.

Mayor Middleton replied the meeting will be on two weeks.

Angela Rizzo, 23914 SW Aspen Lakes Drive, came forward and spoke about the Y, she said she wasn't able to make the last meeting but watched the video several times and read the minutes. She said she is very proud of the Council for stepping up and looking into the Y and how they have treated the kids and the parents and said she is speaking directly to the young swim athletes. She said the YMCA almost destroyed her daughter and she almost quit swimming. She said she was able to pull her out and send her to TTSC. She said they have her back swimming and competing and she recently returned from a swim camp, swimming the 200 and she is 10 years old. She said the YMCA destroyed the swim program and did not keep their promises to keep the program running at the level that it was running at when they took it upon themselves to kick out the SSA. She commented regarding being in the community and part of the program for only a few months and staying with the program because they promised and said they pushed the parents and the community away and said it all had to do with money. She read a letter from a young lady that related to her daughter and the kids, a letter from the year end awards ceremony. She referenced the letter which was from a former YMCA swimmer describing how difficult it was to leave the YMCA program and move to TTSC because her coach was fired. The letter indicated she wasn't happy with the situation and struggled to grow up, and almost quit because she felt no one respected her and she wasn't improving. She struggled as she held herself back and struggled to be part of the team. The letter indicated how she started to participate and be part of the TTSC team and is now forever grateful for the team that welcomed her with open arms. Ms. Rizzo spoke highly of the TTSC who overloaded their program to accept these kids, bringing on new coaches and treating the kids and parents with respect, something that you would expect from the YMCA. She said she is ashamed of the YMCA and agrees this community needs to look at a different avenue in 2018 because the YMCA doesn't fit with us.

John Lee, 28801 SW Ladd Hill Road, approached the Council and referred to Tracie Butterfield's comments and said he has lived here for over 20 years. He said he wanted to infuse some positive in the Council and the city we live in. He thanked Councilor Grant for his service. He commented on serving with Councilor Langer on the YMCA Board of Managers, with conversations being enjoyable and believes he is a good Christian man and thanked him for his service. He thanked Councilor Clark and Henderson for their service. He noted that Councilor Folsom has an amazing daughter who helped his son to come out of his shell through the friendship they shared, he thanked her for her service. He said he respects Councilor Butterfield and thanked him for his service. He commented on Mayor Middleton service to our country and serving in Iraq, Afghanistan and South Korea, and he said if it weren't for the US Military he would have grown up in what is now North Korea and our family would not have had the opportunities they now have in the United States. He wanted to tell Mr. Gall that since he is being held accountable for things that some consider to be

wrong with our City, he should also be held accountable for the things that are great in our city. He referred to the clean street, groomed parks and trees, children playing in neighborhoods, people walking or jogging their dogs. He said in his every day conversations with residents, the overwhelming majority think this city is the greatest place to live and this is because of the care and work of Joe Gall, the staff and the City Council. Mr. Lee invited everyone to participate in the 6th Annual Family Triathlon at the YMCA on August 17, 2013 and said if you can't participate please join us at the barbeque afterward's for free food and drinks.

Renee Brouse, 22794 SW Highland Drive, came forward and shared her appreciation to the City staff and City Council and thanked them for sharing their talents and time. She referred to her positive experiences working with city staff and they being professional and timely. She commented on the last several months of the tension and drama and said the staff has responded in a positive and professional manner. She quoted Martin Luther King Jr. as saying "the ultimate measure of a man is not where he stands in moments of comfort, but where he stands in at times of challenge and controversy". She said she has watched City Manager Gall lead by example with integrity and referred to how he inspires his staff to greatness with his weekly updates and said he has a great staff and she appreciated them. She commented on the Police Department, even with a small force, are doing great things for the community and believes this is due to the leadership and management of Chief Groth and Captains Hanlon and Daniel. She said the police are at community events keeping the peace and building relationships and building community. She said we are blessed to have a great group keeping our city safe. She said there is much conflict and tearing down of people in this community and she ask that we each find ways to build each other up, this community is too good of a community to continue in the current direction. She concluded by saying, never one thing and seldom one person can make for a success, it takes a number of them merging into one perfect whole. Ms. Brouse responded to the question asked by Ms. Steven; that the YMCA did receive the letter and they did respond with the information that is now in the City Manager's office.

Sunny Yopez, 21655 SW Cedar Brook Way, approached the Council and said she has lived and or worked in this community since 1998 and has enjoyed about 99% of it, but has had a huge challenge with the way people have been behaving. She said she worked at the YMCA and said it was a tough separation and said there are a lot of things that don't go your way in life and life is not fair. She referred to attending a Chamber business forum last Tuesday and her table group discussed an article in the Oregonian pertaining to Walmart and noted it was the second most commented article in the Oregonian ever. She asked if anyone is embarrassed by this and stated she is and commented on the amazing community, asked if this is what we want to be known for. She said we have amazing staff, amazing volunteers and parents in our community and give their service and passion. She said she participates in the Cash Mobs as much as she possibly can, and said a lot of the people here that are passionate about shopping local, she doesn't see at cash mob. She stated the Cash Mob is nonprofit that supports local businesses and asked why don't these people that are so fired up spend their cash in local businesses like Mud Puddles, she listed a few local businesses and said they all started small. She said she is proud to be part of the community and referred to experiences she has shared with the Mayor and Councilors and said she supports sports and the arts.

Jennifer Harris, 21484 SW Roellich Avenue, came forward and said that she has been to almost every Cash Mob, but she runs a small business and is not always there at the time, but will go later in the day. She commented on the various groups in town, such as the No-Walmart group and the Recall group and said the City Council is not the only people getting bullied. She referred to threats

she has received to leave, to watch her children, people driving by her house very slowly and stare at her, and said that other people in her circle have also experienced this and said she does not condone bullying. She said this is not personal to her, as far as the recall. She stated the bullying is not one sided and gave examples of the things she has been told that discredit her participation such as the amount of property tax she pays doesn't count as she has not lived here her entire life, her nine years of residency doesn't count even though she has lived within 10 miles of here for the past 40 years, she was told her service in the schools PAC doesn't count because she has been on it for 2 years, that her role as president of her HOA doesn't count and she is not a true citizen because she didn't fight against Target or Home Depot, she said she wasn't here when they came in and didn't have a choice they were here when she arrived. She said even if she was here, she doesn't believe it discounts how she feels and what's going on today. She referred to the \$5,000 or \$10,000 cost for the Special Committee and said in a \$40 million dollar budget, it's not much and said she thinks if the Council is concerned with the money they can take the job back. She said if this is something the Council wants to consider she suggested doing it quickly as some people who are attending three meetings a week and this is killing their families.

Eugene Stewart, PO Box 534, approached the Council and referred to an article from Oregon Representative Richardson that said the State of Oregon is \$13 billion dollars in the hole with PERS and wanted to know how this relates to the City and asked what the amount is for Sherwood. He said if Richardson knows what it is, why is it not being discussed at the City Council level. PERS has to know what your unfunded liability is. He noted that cities are not required to put that on their balance sheet but it is hard for him to understand how staff and Council can make financial decisions without knowing that number. He said if PERS gives that number to staff it would be nice if they passed it on. He said he knows it goes up 5% each year and said we can't afford to keep going on and referred to losing teachers and City staff. He said it is a problem and nobody wants to pay for it. He referred to a town in Georgia that went bankrupt and said this is a dangerous thing to keep ignoring. He commented on the Governors efforts that he has put forward regarding ways to pay down PERS that have not been supported by his own colleagues. He encouraged the City Council to get a handle on this before making these financial decisions. He referred to them not normally getting financial statements to be able to make decisions. He said when you make decision out of the goodness of your heart but you need to know the financial information. He said he has lived here since 1946 and has seen changes and have all gone through these growing pains and we keep repeating the same mistakes all the time, we've become a bedroom community, then we say we need to bring businesses in to pay for our schools and help support our roads, and then the housing boom comes and we are forgetting the lessons. He referred to speaking with Mr. Gall when he first started and they discussed visioning and said as part of this visioning someone at staff or Council needs to take the leadership to get the people together instead of banging heads.

Jim Claus, 22211 SW Pacific Hwy, came forward and stated he has enjoyed the comments, but what he doesn't like and wants this clear as it has now progressed to them getting papers prepared to take it to the next forum. He said what Susan was taking about when we built the Refuge in Sherwood it followed an environmental effort they did in California and said with the help of RJ Wagner and Senator Mark Hatfield, they helped him build the refuge. He said they donated the Robin Hood Theatre, the trail land so we could build Stella Olsen Park, and the 70 acres for the refuge. He said he promised Mark Hatfield that the 9 acres that finishes that walkway went to the public. He said he knows people don't like his sign but that has never bothered him much. He stated he has donated ground at a \$1 million expense to his family, and suggested that none of the Council has come close

to those kinds of donations. He said in order to get the final steps done on that donation they had to go to Governor Roberts since Mark Hatfield had passed away and it took 6 years to make the donation around your staff's attempts to stop us. He said Mark Hatfield and Barbara Roberts and other outstanding people, Dave Wagner stepped forward to give you that system. He commented that the Council did not have a thing to do with it, and some fought it. He said if you're going to complain about my sign, talk about our good works and if you are going to complain that he supports free speech, complain about his good works. He commented on lies and statements that he brought Walmart to town and said Walmart was trespassing when he found out they were here but said that will come out in the proper forum. He said the Council brought this on yourselves and spoke about input, output and feedback and when you break the loop it's only a matter of time people will get angry. He commented on some being lucky and some being brought into the right educational environment and most like his mother struggle all their life. He said he is sick of having to walk over staff and have nowhere to complain. He referred to Mr. Galls psychological profile (see record) he said when he went to Mr. Gall to complain about not being able to complete a million dollar gift he sent Mr. Galati who tried to drive the contractors out of there. He suggested appointing a mediation arbitration board, put a law professor, Lee Weislogel and a citizen on that and you won't have your citizens coming here so angry.

Mayor Middleton addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Folsom thanked the Senior Center for allowing them to rehearse the Little Mermaid and store their costumes while under construction. She referred to offers she received from seniors to help sew costumes and commented on the welcome that Senior Center Director Teresa gives everyone. She said she appreciated the citizen's comments and the joy and love they have for Sherwood. She commented that she has done the YMCA Triathlon in the past and appreciated the invitation. She said she is excited about the 60th Robin Hood Festival, which is brought to you by volunteers and encouraged everyone to attend and spoke of the various activities. She said this year the Royal Academy will host the Little Mermaid encore performances in the Cannery Plaza with crafts. She commented that Sherwood is what it is on the backs of the volunteers and provided examples. She asked the Council if they could discuss after Council announcements the cost of the Special Committee and asked if we had to have attorneys at every meeting and if there's efficiency's here, she said she saw figures in the \$57,000 range. She asked if this is something they can discuss or if the Council would prefer to have all members present. She stated she knows the Mayor ran on a fiscal important policy and knows it is important to him.

Mayor Middleton said he would rather wait. She said can we have that conversation at our next meeting on August 6th and asked if we can encourage staff to be as economical as possible.

Mayor Middleton said he agreed with that, but this a citizen issue and he thinks we can look at cuts in other areas that we are throwing money at. He said to him this is a critically important voice for the community that we may not agree with or may not vote on the resolutions to go, but to him the \$57,000 is worth a lot more than some other money that he feels we are just throwing at another project, and said we should have a discussion at the next meeting.

Councilor Folsom said that frankly by the next meeting it will be water under the bridge. She said we need to have the discussion with all of the Council. She said she believes everyone is passionate allowing the citizens to have opportunities to work through the processes and said we always encourage staff and referred to the commitment of the citizens having 3 meetings per week is impressive.

City Manager Mr. Gall said there are costs to this and said as mentioned earlier this evening, this is a \$40 million budget and from what he has heard from staff and people that are committed is the committee is working hard and working well together but they need guidance in legal areas and you don't want a citizens committee to create or suggest something that is illegal or unconstitutional. He said having the city attorney there to do their job is going to cost us, he said he shared the cost with the Council just to let them know and said we will find the savings in other places and said we have the resources to do this and said he appreciates the concerns but it is the cost of doing a good job and helping the citizens craft something the Council can consider putting on the ballot.

Councilor Folsom thanked Mr. Gall for his perspective.

Councilor Langer responded to some of the testimonies and said he did not hear anything new from testimony presented by Lori Randel, Terrance Miller, Michael Buffington, or Amanda Roe that has not been presented in the past by others present in the room. He said there have been 3 ethics complaints filed against him over the last 30 months and all have come back clear. He said people in the room have threatened to send the FBI after his family for over a decade and recommended to those that have newly gotten involved to avoid those who only spout outlandish tall tales and to ask if any of that stuff we heard tonight was true the FBI would have already set up camp here in Sherwood and would be here tonight. He said to keep that in mind and run it through that filter and he stated this stuff happened in 1995 and a lot of the zoning that people are upset about was present by the same person that is presenting you with these outlandish tall tales. He said thanks to that individual, that is how a lot of this got there. He referred to the 2007 decision and said that was three years prior to him being on Council, he said all this hoopla about what has occurred, occurred way before he had anything to do with the City Council. He suggested to be careful of the lies and tales you are hearing because you are just newly involved in what is going on in Sherwood. He said he loves this community and his family is not going anywhere and his family has been here for 6 generations now and said he will probably not be the last Langer sitting here. He said they have been here since 1879 and they will take care of this community as best as we can and will defend if from those that are trying to break it down as much as possible and referred to an individual in the audience, that is the biggest problem in the whole town.

Mayor Middleton asked everyone to keep it civil and addressed the next agenda item.

11. CITY MANAGER AND STAFF DEPT REPORTS:

Mr. Gall asked Public Works Director Craig Sheldon to come forward and provide an update on the soccer field.

Craig said they will do GMax testing tomorrow and the field is complete and there are no problems with the base and hopefully will have results by Friday, July 19th. He said it was done in a month and everything was done as planned, under budget and on time.

Councilor Butterfield said he looked at it and they did a great job once again and said he is proud to be associated with the staff of Sherwood and is proud to be on Council and said staff has done a great job up there and should pat themselves on the back.

With no other business to address, Mayor Middleton adjourned the meeting.

12. ADJOURN:

Meeting adjourned at 9:10 pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Bill Middleton, Mayor

TO: Sherwood City Council

FROM: Brad Kilby, Planning Manager
Through: Joseph Gall, City Manager

SUBJECT: Resolution 2013-043, Appointing Beth Cooke to the Planning Commission

Issue:

Should the City Council appoint Beth Cooke to the Planning Commission?

Background:

The Planning Commission consists of seven members. There is a vacant position following the recent resignation of Planning Commission Chair, Patrick Allen. Beth Cooke has been endorsed by Mayor Bill Middleton, Councilor Bill Butterfield, Alternate City Council Liaison to the Planning Commission, Planning Manager Brad Kilby and Planning Commission Chair Patrick Allen prior to his resignation. The term that Ms. Cook is being recommended to fill ends in March 2017.

Financials:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully requests City Council adoption of Resolution 2013-043 appointing Beth Cooke to the Sherwood Planning Commission.



RESOLUTION 2013-043

A RESOLUTION APPOINTING BETH COOKE TO THE PLANNING COMMISSION

WHEREAS, a Planning Commission vacancy exists due to a resignation from a term expiring March 2017; and

WHEREAS, this vacancy needs to be filled to complete the term; and

WHEREAS, the City posted a request for applications on the website and announced the vacancy before both the Planning Commission and the City Council; and

WHEREAS, Beth Cooke completed an application expressing interest in serving on the Planning Commission; and

WHEREAS, after conducting interviews with potential candidates Mayor Bill Middleton, Councilor Bill Butterfield, Alternate City Council Liaison to the Planning Commission, Planning Commission Chair Patrick Allen, and Planning Manager Brad Kilby recommend appointment of Beth Cooke.

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

Section 1. Beth Cooke is hereby appointed to the Planning Commission to fill the remainder of a term expiring March 2017.

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

Duly passed by the City Council this 6th day of August 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

TO: Sherwood City Council

FROM: Bob Galati P.E., City Engineer

Through: Julia Hajduk, Community Development Director and Joseph Gall, City Manager

SUBJECT: Resolution 2013-037 authorizing the City Manager to sign an IGA with ODOT to receive TGM funds for updating the City's Transportation System Plan (TSP).

Issue:

Should the City Council authorize the City Manager to sign an Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT) to receive Transportation Growth Management (TGM) funds to perform an update of the City's Transportation Systems Plan (TSP).

Background:

In January 2012, the State of Oregon adopted amendments to the Oregon Administrative Rules 660-012-005 and 0060, regarding the State Transportation Planning Rules (TPR). In addition, in 2010 Metro adopted Ordinance No.10-1241B amending the 2035 Regional Transportation Plan (RTP), which establishes a comprehensive policy direction for the regional transportation system and recommends a balanced program of transportation investments to that policy direction. As a result of these adopted amendments, jurisdictional agencies which have transportation master/system plans are required to update their plans to conform to the changes of the TPR and RTP within two years of adoption of the amended TPR and RTP.

The City's current Transportation System Plan (TSP) was adopted in March of 2005, and was based on data developed in 2003, which indicates that the City is currently performing transportation planning with data that is between seven and eleven years old. Since the adoption of the 2005 TSP, several TSP amendments have occurred, along with completion of four concept plans (Area 59 – Sherwood School District, Area 54/55 – Brookman Area, Area 48 – Tonquin Employment Area, and Adams Avenue North), and the current work on the Sherwood Town Center Plan.

The City submitted for and received approval for award of a TGM grant from the State of Oregon contingent on the City entering into an IGA with ODOT. The City and ODOT have conducted a competitive selection process administered by ODOT, and selected the transportation engineering firm of DKS & Associates to perform the consultant services for the TSP update. The City, ODOT and DKS have also negotiated a scope of work and budget consistent with the TGM grant award amount of \$151,000.

To receive the TGM grant funds, the City must enter into an IGA with ODOT prior to any issuance of a Notice to Proceed (NTP), or being able to expend any resources or charge against the project funds.

Financials:

By entering into the IGA with ODOT, the City commits itself to completing the TSP update and also providing City staff and resources to meet the local cost match of \$22,274. This amounts to 13% of the total estimated project budget of \$173,724. The staff time and resources necessary to provide this match have been factored into the adopted FY13-14 budget and will be paid for out of transportation funds as opposed to General Fund.

Recommendation:

Staff respectfully requests adoption of Resolution 2013-037 authorizing the City Manager to execute an IGA with ODOT to receive TGM Grant funds and proceed with updating the City's TSP.



RESOLUTION 2013-037

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO RECEIVE TRANSPORTATION GROWTH MANAGEMENT (TGM) FUNDS TO PERFORM AN UPDATE OF THE CITY OF SHERWOOD TRANSPORTATION SYSTEM PLAN (TSP)

WHEREAS, on January 1, 2012, the State of Oregon adopted amendments to the Oregon Administrative Rule 660-012-005 and 0060, regarding the State Transportation Planning Rules (TPR); and

WHEREAS, Metro adopted Ordinance No.10-1241B amending the 2035 Regional Transportation Plan (RTP) which establishes a comprehensive policy direction for the regional transportation system and recommends a balanced program of transportation investments to implement that policy direction; and

WHEREAS, Metro's RTP is updated every four years, as required by federal law, and may be amended as necessary in response to changing local conditions and newly adopted plans, and to be eligible to build a project with federal funds projects must first be amended into the RTP; and

WHEREAS, as required by law jurisdiction agencies are required to bring their existing Transportation System Plans (TSP) into compliance with the requirements of the updated State of Oregon TPR and Metro 2035 RTP, and are given a 2-year time period to conduct said updates; and

WHEREAS, the current City TSP was adopted in March 2005, and was based on data developed in 2003, which indicates that the City is currently performing transportation planning with data that is between seven and eleven years old; and

WHEREAS, TSP's are recommended to be updated every 5 years to reflect changes in policies and assumptions; and

WHEREAS, to perform the TSP update the City submitted for and was awarded a TGM Grant conditioned on execution of an IGA with ODOT; and

WHEREAS, the City and ODOT have selected through a competitive process administered by ODOT, the transportation engineering firm DKS & Associates to perform consultant services for the City's TSP update; and

WHEREAS, the City, ODOT and the consultant have negotiated a Scope of Work (SOW) and budget consistent with the TGM grant award of \$151,000; and

WHEREAS, the City must enter into an IGA with ODOT prior to a Notice to Proceed (NTP) being issued and work being charged to the project; and

WHEREAS, through the signing of the IGA the City is committed to completing the TSP update and is also committed to providing local staff and resources to meet the required local match of \$22,724, which is 13% of the total project cost of \$173,724; and

WHEREAS, it is in the best interests of the City of Sherwood and its residents to have an updated TSP which is in conformance with the TPR.

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

Section 1: The City Manager is authorized to sign the IGA, attached as Exhibit A to this Resolution.

Section 2: This Resolution shall be effective as of the date of its adoption by the City Council.

Duly passed by the City Council this 6th day of August 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

EXHIBIT A

TGM Grant Agreement No. 29551
TGM File Code 1C-12
EA # TG13LA06

INTERGOVERNMENTAL AGREEMENT City of Sherwood, Transportation System Plan Update

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and City of Sherwood (“City” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century (“MAP-21”) funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. “Project” means the project described in Exhibit A.

L. “Termination Date” has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2014 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$133,900.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$133,900.

E. City's Matching Amount. The City's Matching Amount is \$22,724 or 14.51% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. **Reserved**

D. **Reserved**

E. **Reserved**

F. ODOT shall limit reimbursement of, or use as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation

Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land

Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

- (1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City’s Matching Amount;
 - (c) A list of final deliverables; and
 - (d) [Reserved].

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of

Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

TGM Grant Agreement No. 29551
TGM File Code 1C-12
EA # TG13LA06

City

City of Sherwood

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

Robert Galati
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140
Phone: 5039252303
Fax: 503-625-0629
E-Mail: galatib@sherwoodoregon.gov

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8232
Fax: 503-731-3266
E-Mail: ross.p.kevlin@odot.state.or.us

**TGM 1C-12
 City of Sherwood
 Transportation System Plan Update**

Name: Address: Phone: Fax: Email:	<u>Agency Work Order Contract Project Manager (WOCPM)</u> Ross Kevlin ODOT Region 1 123 NW Flanders Portland, OR 97209-4037 503-731-8232 503-731-3266 Ross.p.kevlin@odot.state.or.us	Name: Address: Phone: Fax: Email:	<u>Consultant Project Manager</u> Chris Maciejewski DKS Associates 720 SW Washington, Suite 500 Portland, OR 97205 503-243-3500 503-843-1934 cms@dksassociates.com
Name: Address: Phone: Fax: Email:	<u>City Project Manager</u> Robert Galati City of Sherwood 22560 SW Pine Street Sherwood, OR 97140 503-925-2303 503-625-0629 galatib@sherwoodoregon.gov		

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the “WOC”) with the work order consultant (“Consultant”) shall contain the following provisions in substantially the form set forth below:

“PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

Definitions

Agency/ODOT – Oregon Department of Transportation

CAC –Citizen Advisory Committee

City – City of Sherwood

RTFP – Regional Transportation Functional Plan

RTP – Regional Transportation Plan

SPIS – Safety Priority Index System

TAC – Technical Advisory Committee

TSP – Transportation System Plan

WOCPM – Work Order Contract Project Manager

Project Purpose and Transportation Relationship and Benefit

The City of Sherwood (City) is undertaking this project to update its Transportation System Plan (TSP) to revise plans, policies, project lists and implementing ordinances to incorporate recently developed facility plans and adopted amendments, to identify new improvements for pedestrian, bicycle, transit and roadway facilities, and to address new requirements for local TSPs required in the updated Regional Transportation Plan (RTP) and its associated Regional Transportation Functional Plan (RTFP). The City’s current TSP was adopted in 2005, and to date has had six amendments since adoption.

Project Area

The Project Area consists of the area inside the Sherwood Urban Growth Boundary limits (see attached map).

Background

Metro, Oregon Department of Transportation (ODOT), and local partners are in the process of working on the Southwest Corridor Plan, which addresses local growth aspirations through transit-supportive land uses and development, analyzes transportation needs, gaps and deficiencies, and will identify High Capacity Transit, Active Transportation, and Roadway improvements on state, county and local systems in the corridor traversing the cities of Portland, Tigard, Tualatin, and Sherwood. Sherwood staff is representing the City in that project, and will serve as the liaison between the Corridor Plan and TSP Update. It is intended that all agreed upon solutions identified in the Southwest Corridor Plan be incorporated into the TSP Update project list as the TSP Update timeline allows.

In addition, the City is also in the process of developing a Town Center Plan which will identify Town Center boundaries and opportunities and constraints for the successful development of Sherwood's Town Center, and create a strategy for implementation of the Town Center Plan. The Town Center Plan will establish modifications to land uses and a multimodal transportation network that will be supportive of Metro's 2040 Growth Concept and Urban Growth Management Functional Plan. Town Center Plan recommendations regarding transportation improvements will be incorporated into the TSP Update.

The City intends that the TSP Update Project produces neither a brand-new, "from scratch" TSP, nor a simple fill-in-the-blank update of the 2005 TSP. Instead, the City desires the Project to refine the 2005 TSP into a more concise, user-friendly document that separates key elements of the plan from supporting materials and information, and eliminates extraneous background information. This is expected to entail some degree of editing and reorganizing the document for clarity and readability. Also, the TSP Update will clarify in the City's plan, code and standards documents, as necessary, that TSP decisions identify the mode, function, typical cross-sections, and general location of transportation improvements, whereas project development and development review decisions implement the TSP subject to engineering judgment and site-specific considerations.

Project Objectives

- Adopt a TSP Update that meets the requirements of state and regional requirements, including the *Oregon Transportation Plan*, *Oregon Highway Plan*, the Transportation Planning Rule, and the Metro RTP, Metro Transportation and Growth Management Functional Plans, Metro State of Safety Report, and Title VI of the Civil Rights Act of 1964 (Title VI).

- Incorporate recommendations of the Southwest Corridor Plan, and maintain the mobility of State Highway 99W.
- Update the 2005 TSP to address the 2035 horizon year, confirm the goals and policies of the City's adopted Comprehensive Plan, and identify amendments to the Comprehensive Plan, the development code, and the Engineering Design and Standard Detail Manual necessary to implement the TSP Update.
- Review relevant plans, inventory transportation network and facility projects completed subsequent to the 2005 TSP, conduct additional inventories as needed, identify transportation needs, gaps, and deficiencies for all modes, and identify necessary projects to meet identified needs.
- Obtain public input on needs and solutions for transportation for each mode of travel consistent with Statewide Planning Goal 1 for Public Participation. Conduct an outreach program that reaches all segments of the community, and ensures the Project complies with Title VI of the Federal Civil Rights Act.
- Identify needs and determine options for meeting identified needs for all modes of travel and all transportation user groups.
- Plan improvements to the local street and bicycle/pedestrian network to reduce local trips on arterial streets. Identify gaps and barriers in the street network (including local streets) that require excessive out-of-direction travel that discourages biking and walking, and generally discuss opportunities and constraints to bridging the gaps and barriers.
- Evaluate pedestrian facility needs, particularly for safe routes to school and access to key community activity centers including shopping areas and parks. Consider pedestrian crossing needs and design options for arterial and collector roadways.
- Identify City comprehensive plan and development code changes necessary to implement the TSP Update. Ensure that transportation impacts and availability of facilities is linked to land development processes.
- Ensure the TSP Update is a concise, user-friendly document, and includes caveats to the plan, code and street standards manual discussing the need to consider site-specific issues and apply engineering judgment during project development and development review.
- Ensure the TSP Update is financially realistic.
- Generate a transportation financing program as required by the Transportation Planning Rule, Oregon Administrative Rule 660-012-0040, including a list of Capital Improvement Projects to implement the TSP Update. The updated TSP must include prioritized project lists, with general planning level cost estimates, for all planned improvements.

Expectations

Expectations about Written and Graphic Deliverables

All Consultant text products must be produced in Word and maps must be produced in ArcGIS (or compatible software) and PDF format. All Consultant deliverables must be provided simultaneously in electronic version to City and ODOT's Work Order Contract Project Manager (WOCPM) one week in advance of the scheduled Technical Advisory Committee (TAC) or Citizen Advisory Committee (CAC) meeting. **The City shall distribute the electronic deliverables to the TAC and CAC members in advance of the committee meetings.**

Consultant shall prepare plans and amendments to plans as draft final policy statements of the local government and shall not include language such as "it is recommended..." or "the City should ...". Consultant shall prepare new and amended code language as draft final regulatory statements of City. Draft final plan, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing City plans or code to avoid conflicts and enable full integration of proposed plan with existing City documents.

City shall collect, prepare, and provide to Consultant one adjudicated set of written City comments on the Draft deliverables. Consultant shall revise draft deliverables based on comments received.

Expectations about Meetings

All TAC and CAC meetings will be held at the City of Sherwood in the City Council Chamber. City shall provide logistics such as reserving and preparing the room on the scheduled committee meeting dates for TAC, CAC, City Planning Commission, and City Council meetings.

Consultant shall have primary responsibility for facilitation of meetings and public events and taking meeting minutes, unless otherwise stated.

Work Approach

Task 1: Public Involvement and Interagency Coordination

Objectives

- Ensure an open planning process that solicits and considers input from direct stakeholders and community members.
- Ensure the project is coordinated with agency stakeholders, including the City, Tualatin Valley Fire and Rescue, City of Tigard, City of Tualatin, Washington County, Tri-Met, ODOT, and Metro.
- Ensure good project management through internal team coordination.

Methodology

- 1.1 TAC and CAC Rosters - City shall identify representatives to comprise a TAC and CAC. The TAC must consist of representatives from affected jurisdictions, as well as departments of the City, to provide a technical and policy review of draft materials. The TAC should include representatives from the City of Sherwood, the City of Tigard, the City of Tualatin, Tualatin Valley Fire and Rescue, Washington County, Tri-Met, ODOT, and Metro. The CAC's purpose is to provide community review and input on interim and final products, to help ensure products are consistent with community desires. City shall develop and confirm TAC and CAC rosters.
- 1.2 Project Management Team Meetings Roster – City shall identify members of the Project Management Team. City, Consultant and ODOT shall participate in up to four Project Management Team Meetings throughout Project to discuss and coordinate work program and deliverables. Project Management Team Meetings are not deliverables themselves, but are necessary for project management; the cost of Consultant attendance is reflected in the cost of other Consultant deliverables. City Project Manager shall determine, subject to WOCPM approval, how many and when Project Management Team Meetings are held.
- 1.3 Publicity Materials - Consultant shall write and City shall review Publicity Materials to publicize the TSP Update efforts to the community. Materials must include a letter to stakeholders, and an article for publication in City newsletter. The letter and article must describe the TSP Update's objectives and public involvement opportunities, and encourage participation. City shall mail the letter to stakeholders and address outreach to Title VI populations. City shall create a project page on the City's website (including opportunities for submitting comments via the website). The Consultant shall log comments, provide a summary of comments to the PMT, and respond to frequently asked questions or comments on a monthly basis.
- 1.4 Organizational Meeting – City, WOCPM, and Consultant shall attend an Organizational Meeting at the City of Sherwood to coordinate schedules for meetings, workshops, and project publicity. As part of Organizational Meeting, Consultant shall prepare tentative working schedule for review and a revision of same after the Organizational Meeting. The working schedule must outline the target dates for project meetings and completing project tasks.
- 1.5 Progress and Close-Out Reports – City shall provide Progress and Close-Out Reports throughout Project as stated in the Intergovernmental Agreement.
- 1.6 Background Information – City shall compile and provide available Background Information to Consultant relevant to updating the 2005 TSP. Background information at a minimum, must include the following (unless it is available electronically via the City website):
 - Sherwood 2005 TSP

- Sherwood Comprehensive Plan
- Area 59 Concept Plan
- Brookman Area Concept Plan
- Adams Avenue North Concept Plan
- Tonquin Employment Area Concept Plan
- Transportation System Plan Amendments: Cannery Square PUD and Cedar Brook Way TSP amendment
- Sherwood Zoning and Development Code and City Engineering Design and Standard Details Manual.
- Sherwood Capital Improvement Plan
- Baseline GIS data for creation of base maps.
- Baseline data on transportation system revenues (from federal, state and local sources) and expenses (for maintenance and capital projects).
- Sherwood Town Center Plan
- Sherwood Budget and Revenue Summaries
- Sherwood Parks Master Plan
- Sherwood Urban Renewal Plan

City Deliverables

- 1.1 TAC and CAC Rosters
- 1.2 Project Management Team Roster
- 1.3 Review and comment on Publicity Materials
- 1.4 Organizational Meeting attendance
- 1.5 Progress and Close-Out Reports
- 1.6 Background Information
- 1.7 Review and comment on Task 1 deliverables

Consultant Deliverables

- 1.1 Publicity Materials
- 1.2 Organizational Meeting, including tentative and revised working schedule

Task 2: Existing Conditions, Plans and Policies

Objectives

- Document existing transportation facilities and land use designations that should be considered in updating 2005 TSP.
- Identify local, regional and state plans and policies affecting TSP Update development and implementation.
- Identify criteria for evaluating and identifying TSP Update solutions.

Methodology

- 2.1 Base Maps -- Consultant shall prepare Base Maps of Project Area depicting property lines, streets, existing plan and zone designations, and right-of-way lines. For major facilities (e.g., arterials and collectors), Base Maps must include locations where pedestrian or bicycle facilities do not meet standard widths, general curb-to-curb dimensions, travel lane area configuration including travel lanes, bike lanes and marked crosswalks, bike and pedestrian accessways, signal locations, transit stops, medians, railroads, obstacles such as steep slopes and known wetlands, and major land use attractors such as commercial zones, parks and schools. To-scale aerial photography may be used to show travel lane configurations, curb-to-curb dimensions, and median locations. Base Maps must be in a GIS-compatible data format. Base Map must be developed so that map layers may be used in subsequent tasks, for example to produce modal maps for the TSP Update.
- 2.2 Plan and Policy Summary Report – Consultant shall review plans and policies affecting the TSP Update, and produce a draft and revised assessment highlighting conflicts, changed conditions, data gaps, and revision needs.

Plans and policies that must be considered include the 2005 TSP, Transportation Planning Rule, Oregon Transportation Plan, Oregon Statewide Planning Goals, Oregon Access Management Rule (OAR 734-051), the Oregon Highway Plan, ODOT Highway Design Manual, the RTP, RTFP, Metro State of Safety Report, Metro 2040 Growth Concept, Metro transportation and urban growth management functional plans, Washington County Transportation System Plan, TriMet Transit Investment Plan, plans for facilities within the City (e.g. Southwest Corridor Plan, I-5-99W Connector Study, Tualatin-Sherwood Road Improvements, Ice Age Tonquin Trail Master Plan), and City plans as listed in Task 1.6. The assessment must generally describe actions that must be taken to address plan and policy requirements (e.g. whether policies require mandatory actions or consideration of actions, whether actions are to be implemented through the TSP or development ordinances).

Consultant shall revise Plan and Policy Summary Report after Task 2 meetings to reflect TAC and CAC comments.

- 2.3 Planning Commission Briefing #1 - City shall arrange and introduce the project and project team at a Planning Commission Work Session. Consultant shall prepare and present an Introduction to Transportation System Plans presentation, answer questions, and take notes of meeting.
- 2.4 Existing Conditions Report – Consultant shall review base maps and crash data, to produce a draft and revised report summarizing existing conditions of the transportation system.
- i. Existing Conditions Report must include a review of the most recent five years of crash data for the City, including identification of locations where crashes occurred involving pedestrians, bicycles, or resulted in a fatality. Safety needs identified by ODOT for ODOT Top 10% and Top 5% Safety Priority Index System (SPIS) locations will be summarized. Safety needs at Washington County SPIS locations will be summarized, including identification of key crash patterns and which locations may be affected by further traffic growth.
 - ii. Consultant shall identify existing bicycle and pedestrian facilities and gaps and deficiencies in the bicycle/pedestrian system (i.e. locations where barriers or a lack of connections require excessive out-of-direction travel, or where existing facilities are substandard), including local streets and off-street facilities, and including safe pedestrian crossings and controlled crossings on major arterials.
 - iii. Consultant shall assess the spacing of existing arterial and collector streets against the spacing targets specified in section 3.08.110 of the RTFP, and identify locations where targets are not met.
 - iv. Consultant shall provide a summary description and maps of public transportation, freight routes (as designated by ODOT and Washington County), air transportation, and pipeline transportation facilities running through or serving Sherwood. The transit system element and map must include all elements required in the RTFP, section 3.08.120.A and B.1.
 - v. Using baseline revenue and expense data from the City and data from Metro, Consultant shall quantitatively document and generally describe historic local, regional, and state transportation system funding sources available to the City, and shall apply trend and growth estimation to forecast total transportation system funding and maintenance expenses to 2035. Additionally, report must discuss potential new transportation system funding sources, including debt financing, and discuss the pros, cons, applicability and trade-offs of each.
 - vi. Existing Conditions Report must include narratives and maps (scalable so as to be overlaid) depicting existing sidewalks (distinguishing if on one side or both sides of street), existing bike facilities, existing off-street access ways, the existing arterial/collector network, transit routes, freight system and major trip attractors and

essential destinations such as transit stops, shopping centers, schools, hospitals, medical centers, grocery stores, and social service centers.

- vii. Consultant shall collect weekday PM peak period intersection turn-movement counts at up to 10 intersections to update historic traffic count data and to aid in future forecasting tasks. PMT shall review and approve the locations where counts will be collected.

Draft Existing Conditions Report must be revised after Task 2 meetings to reflect TAC and CAC comments.

- 2.5 TAC Meeting #1 - City shall arrange TAC Meeting #1 to present Base Map, Existing Conditions, and Plan and Policy Summary Reports. Consultant shall facilitate the meeting and present Consultant Task 2 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.
- 2.6 CAC Meeting #1 - City shall arrange CAC Meeting #1 to present drafts of Base Map, Existing Conditions Report, and Plan and Policy Summary Report. Consultant shall facilitate the meeting and present Consultant Task 2 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.

City Deliverables

- 2.1 Planning Commission Briefing #1
- 2.2 TAC Meeting #1
- 2.3 CAC Meeting #1
- 2.4 Review and comment on Task 2 deliverables

Consultant Deliverables

- 2.1 Base Maps
- 2.2 Plan and Policy Summary Report
- 2.3 Planning Commission Briefing #1
- 2.4 Existing Conditions Report
- 2.5 TAC Meeting #1 and written summary.
- 2.6 CAC Meeting #1 and written summary.

Task 3: Needs, Opportunities, Constraints and Tools

Objectives

- Identify transportation system needs that must be addressed in the TSP Update including gaps in the bike and pedestrian system, poor connectivity, and facility plans developed since the 2005 TSP document was adopted.

- Identify needs the TSP update must address to comply with requirements of the Metro RTP and associated RTFP, section 3.08.210.
- Identify issues the TSP Update must address to account for incorporation of previous TSP amendments, Town Center Plan development, and Urban Growth Boundary concept plan findings.
- Develop criteria for identifying and evaluating projects, implementation measures, and other elements of the TSP Update.
- Identify general opportunities, constraints, and tools to establish new street or accessway connections in gap locations identified in the prior task to enhance system connectivity, both for bicyclists and pedestrians, and to address local street, arterial and collector spacing targets per the RTFP.

Methodology

- 3.1 Needs, Opportunities, Constraints and Tools Report -- Consultant shall produce a draft and revised Needs, Opportunities, Constraints and Tools Report to evaluate the existing transportation system and 2005 TSP and development code and identify needs the TSP Update must address, as well as potential solutions. Needs, Opportunities, Constraints and Tools Report must include:
- An evaluation of the 2005 TSP and development code considering plan, policy and regulatory requirements identified in the Plan and Policy Summary Report.
 - An evaluation of the existing multi-modal transportation system. Consultant shall develop a peak hour mesoscopic focus area model for Sherwood utilizing Metro's latest Regional Travel Demand Model (Gamma). The mesoscopic focus area will include traffic assignment utilizing Highway Capacity Manual node delay methodologies and be used to identify constraints in the operation of the roadway system (i.e., intersection bottleneck locations). Multi-modal needs that must be addressed in developing the TSP Update (i.e., for the street, bike, pedestrian, freight and transit systems), including needs to comply with policy and regulatory requirements identified above, will be described. Performance measures required to meet RTFP requirements will be evaluated, including Vehicle Miles Travelled per capita, Vehicle Hours of Delay on freight corridors, overall system Vehicle Hours of Delay, and non-single occupant vehicle percentages by transportation analysis zones. Transportation system needs must be expressed in text and graphics sufficient to describe the location and extent of needs (e.g., segments on arterials or collectors missing crossings, bike lanes or sidewalks).
 - A discussion of tools and methods that may potentially address identified needs, including their general applicability, pros, cons and trade-offs. For example, where constraints could preclude construction of a planned bike or pedestrian facility, a

method to address the underlying need would be the consideration of alternative, unconstrained routes.

- Identification of opportunities and constraints to address and resolve identified needs. This must include a discussion of opportunities and constraints for each of the bike/pedestrian and arterial/collector gap locations identified in the Existing Conditions Report. Consultant shall complete a GIS analysis to evaluate walking and bicycling priority areas (based on proximity to key generators as identified by the PMT).
- Criteria for evaluating potential solutions consistent with the hierarchy of solutions described in RTFP 3.08.220 to determine which are most appropriate for prioritization and inclusion in the TSP Update.

Draft Needs, Opportunities, Constraints and Tools Report must be revised after Task 3 meetings to reflect comments from TAC and CAC.

- 3.2 TAC Meeting #2 - City shall arrange TAC Meeting #2 to present draft Needs, Opportunities, Constraints and Tools Report. Consultant shall attend and facilitate meeting to present Consultant Task 3 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.
- 3.3 CAC Meeting #2 - City shall arrange CAC Meeting #2 to present draft Needs, Opportunities, Constraints and Tools Report. Consultant shall attend and facilitate meeting to present Consultant Task 3 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.
- 3.4 Open House #1 - City shall arrange Open House #1 to share information from the draft Needs, Opportunities, Constraints and Tools Report and collect public input. Consultant shall prepare informational materials (e.g., posters) and facilitate the Open House event. Consultant shall prepare a summary of public input.

City Deliverables

- 3.1 TAC Meeting #2
- 3.2 CAC Meeting #2
- 3.3 Open House #1
- 3.4 Review and comment on Task 3 deliverables

Consultant Deliverables

- 3.1 Needs, Opportunities, Constraints and Tools Report
- 3.2 TAC Meeting #2 and written summary notes.
- 3.3 CAC Meeting #2 and written summary notes.
- 3.4 Open House #1

Task 4: Project Selection and Prioritization

Objectives

- Select the best solutions to address needs
- Prioritize projects considering available funding

Methodology

4.1 Project Options Memo – Consultant shall prepare a draft and revised Project Options Memo including a list of potential projects addressing the needs identified in the Needs, Opportunities, Constraints and Tools Report, and considering results from the modeling of alternatives packages for the Southwest Corridor Plan. Project Options Memo must describe how each identified project responds to an identified need, and for locations or needs where there is more than one feasible project, Project Options Memo must describe the advantages and disadvantages for each option.

Consultant shall seek comment from the TAC and PMT, which may be by phone or e-mail, on the list of potential projects prior to modeling selected motor vehicle projects. Consultant shall run the focus area mesoscopic model including selected motor vehicle projects to evaluate mobility. Project Options Memo must document model run results.

Project Options Memo must include planning level cost estimates for all potential projects, and must recommend a prioritized projects list or lists reflecting the criteria developed in Task 3, consistent with the “hierarchy” of solutions described in RTFP section 3.08.220, and reflecting likely available funding as described in the transportation system funding and expense forecasts in the Existing Conditions Report. Draft Project Options Memo must be revised after Task 4 meetings to reflect comments from TAC and CAC.

4.2 TAC Meeting #3 -- City shall arrange and Consultant shall facilitate TAC Meeting #3 to present Project Options Memo and make project selection recommendations and recommended prioritization of projects. Consultant shall present Consultant Task 4 deliverables. Consultant shall document participant comments.

4.3 CAC Meeting #3 -- City shall arrange and Consultant shall facilitate CAC Meeting #3 to present Project Options Memo and review TAC recommendations on project selection and prioritization. Consultant shall document participant comments.

4.4 Open House #2 - City shall arrange Open House #2 to share information from the Project Options Memo and collect public input. Consultant shall prepare informational materials (e.g., posters) and facilitate the event. Consultant shall prepare a summary of public input.

- 4.5 Joint City Council/Planning Commission Briefing - City shall arrange and conduct a joint City Council/Planning Commission Work Session to share information from the Project Options Memo and public input. Consultant shall prepare and present a summary of the Project Options Memo and project recommendations and priorities.

City Deliverables

- 4.1 TAC Meeting #3
- 4.2 CAC Meeting #3
- 4.3 Open House #2
- 4.4 Joint City Council/Planning Commission Briefing
- 4.5 Review and comment on Task 4 deliverables

Consultant Deliverables

- 4.1 Project Options Memo
- 4.2 TAC Meeting #3 and written summary notes
- 4.3 CAC Meeting #3 and written summary notes
- 4.4 Open House #2
- 4.5 Joint City Council/Planning Commission Briefing

Task 5: TSP Recommendations and Adoption

Objectives

- Develop recommendations for updating the 2005 TSP.
- Ensure technical soundness and public acceptance of TSP Update recommendations
- Develop adoption-ready materials for plan and code and TSP Update amendments and implementation tools.
- Conduct hearings to adopt recommended TSP Update and ordinance amendments and implementation tools.

Methodology

- 5.1 Draft TSP Update - Consultant shall prepare a draft TSP Update, containing prioritized plans, projects and facility design standards which address roadway, bicycle, pedestrian and transit needs. The project lists must identify the need or needs each project is intended to address. Projects, plans and facility design standards must be described in text and graphics, in a manner that may be adopted through a TSP amendment, and include a planning-level cost estimate and construction prioritization. Consultant shall prepare an annotated outline of the draft TSP Update for PMT review prior to preparing the draft TSP Update.

The TSP Update must include a summary of the considerations leading to the selection of the prioritized project lists, as well as findings to support any motor vehicle capacity improvements. The TSP Update must include functional classifications and planned and

financially constrained networks for all modes, and must include performance targets consistent with RTFP section 3.08.230. TSP policies must be updated as necessary to support and reflect changes elsewhere in the TSP Update. The TSP Update must refine the 2005 TSP into a more concise, user-friendly document that separates key elements of the plan from supporting materials and information, and eliminates extraneous background information. Also, the TSP Update will clarify in the City's plan, code and standards documents, as necessary, that TSP decisions identify the mode, function, typical cross-sections, and general location of transportation improvements, whereas project development and development review decisions implement the TSP Update subject to engineering judgment and site-specific considerations.

Consultant shall prepare a revised draft TSP Update based on comments from TAC and CAC. Consultant shall provide three hard copies and two CDs (each containing written documents in MSWord and PDF format) of the final TSP Update to both WOCPM and City.

- 5.2 Draft Policy and Implementation Language - Consultant shall prepare draft recommended text amendments to Comprehensive Plan Chapter 6 (Transportation) and City development code ordinances to comply with the Metro RTP and functional plans, with text changes to existing policy and code language shown in underline/overstrike. Consultant shall revise the recommended implementation language based on comments from TAC and CAC.
- 5.3 TAC Meeting #4 - City shall arrange TAC Meeting #4 to present TSP Update and Implementation Language. Consultant shall facilitate meeting and present Consultant Task 5 deliverables. Consultant shall document participant comments.
- 5.4 CAC Meeting #4 - City shall arrange CAC Meeting #4 to present TSP Update and Implementation Language. Consultant shall facilitate meeting and present Consultant Task 5 deliverables. Consultant shall document participant comments.
- 5.5 Joint Planning Commission/City Council Work Session. City shall arrange and conduct a joint planning commission/city council work session. Consultant shall attend meeting and shall:
 - a. Review project background and outreach efforts.
 - b. Review major issues and proposed changes.
 - c. Respond to questions.
- 5.6 Notice and Staff Report. City shall provide public notice and prepare staff report(s) necessary to adopt TSP Update and Implementation Language. Consultant shall provide draft language for the required DLCD and Metro notice for City review, modification, and mailing. Consultant shall provide a summary of the project background, process, and necessary actions for inclusion into the staff report. Consultant shall also produce draft findings of fact to support the adoption of the TSP and related code language for City

incorporation into the staff report. Consultant shall provide support in modifying the City Council staff report to reflect PC recommendations and input.

- 5.7 Adoption Hearings – City shall schedule and document all necessary Planning Commission and City Council hearings to adopt TSP Update and Implementation Language. Consultant shall attend up to four hearings as determined by City Project Manager (and approved by WOCPM) to provide a summary presentation of the recommendations and answer questions.

Note: The scope and budget for this task does not include significant plan revisions or development of significant new information between adoption hearings.

- 5.8 Final TSP Update and Implementation Language - Consultant shall prepare a Final TSP Update and Final Implementation Language based on the outcome of the Adoption Hearings.

City Deliverables

- 5.1 TAC Meeting #4
- 5.2 CAC Meeting #4
- 5.3 Joint Planning Commission/City Council Work Session
- 5.4 Notice and Staff Report (lead)
- 5.5 Adoption Hearings
- 5.6 Review and comment on Task 5 deliverables

Consultant Deliverables

- 5.1 Draft TSP Update
- 5.2 Draft Policy and Implementation Language
- 5.3 TAC Meeting #4
- 5.4 CAC Meeting #4
- 5.5 Joint Planning Commission/City Council work session
- 5.6 Draft Notice and Staff Report
- 5.7 Adoption Hearings (up to 4)
- 5.8 Final TSP Update and Implementation Language

City Staff Labor Estimate:

<i>City Personnel</i>	<i>Rate/Hour</i>	<i>Hours</i>	<i>Total</i>
City Engineer	\$74.18	124	\$9,198.00
City Planning Manager	\$59.44	36	\$2,140.00
Associate Engineer II	\$59.44	86	\$5,112.00
Administrative Assistant	\$40.32	106	<u>\$4,274.00</u>
Sub-Total City Personnel Costs			<u>\$20,724.00</u>
Notifications and Mailings	\$2,000.00	1	<u>\$2,000.00</u>
Total City Costs			\$22,724.00

Project Schedule

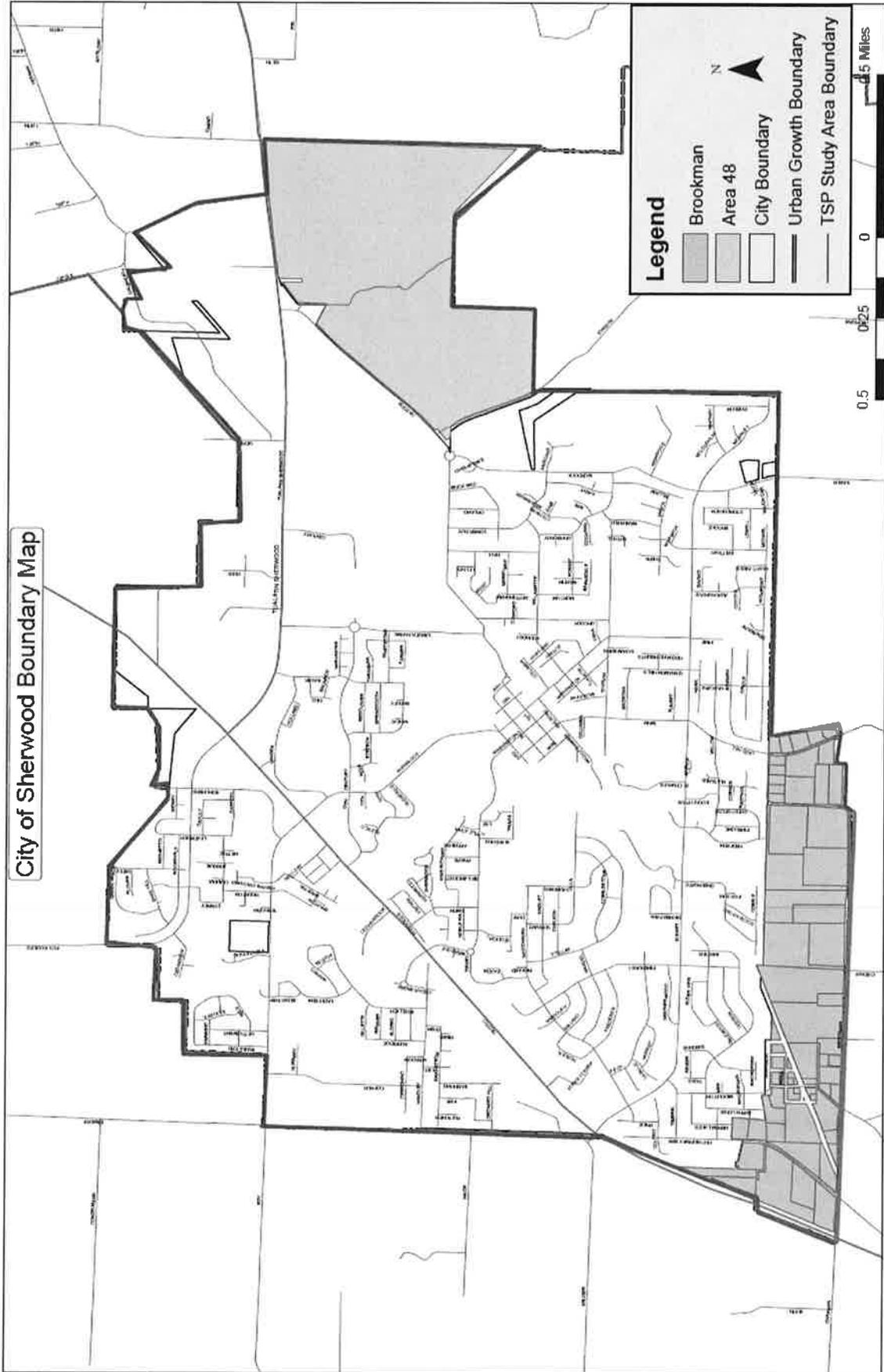
<i>Task #</i>	<i>Description</i>	<i>Months (after NTP)</i>
1	Public Involvement and Interagency Coordination	July 2013, ongoing
2	Existing Conditions, Plans and Policies	September 2013
3	Needs, Opportunities, Constraints and Tools	November 2013
4	Project Selection and Prioritization	February 2014
5	TSP Recommendations and Adoption	May 2014

Consultant Amounts per Deliverable

<i>Task</i>	<i>Deliverable</i>	<i>Lump Sum Per Deliverable</i>
1	Public Involvement and Interagency Coordination	
1.1	Publicity Materials	\$4,050
1.2	Organizational Meeting, including tentative and revised working schedule	\$1,050
	Task Total	\$5,100
2	Existing Conditions, Plans and Policies	
2.1	Base Map	\$5,050
2.2	Plan and Policy Summary Report	\$6,050
2.3	Planning Commission Briefing #1	\$1,250
2.4	Existing Conditions Report	\$11,800
2.5	TAC Meeting #1 and written summary	\$1,850
2.6	CAC Meeting #1 and written summary	\$1,850
	Task Total	\$27,850
3	Needs, Opportunities, Constraints and Tools	
3.1	Needs, Opportunities, Constraints and Tools Report	\$24,800
3.2	TAC Meeting #2 and written summary	\$1,850
3.3	CAC Meeting #2 and written summary	\$1,850
3.4	Open House #1	\$2,550
	Task Total	\$31,050
4	Project Selection and Prioritization	
4.1	Project Options Memo	\$16,350
4.2	TAC Meeting #3 and written summary notes	\$1,850
4.3	CAC Meeting #3 and written summary notes	\$1,850
4.4	Open House #2	\$2,550
4.5	Joint Council/Commission Meeting	\$1,950
	Task Total	\$24,550
5	TSP Recommendations and Adoption	
5.1	Draft TSP Update	\$15,950
5.2	Draft Implementation Language	\$5,650
5.3	TAC Meeting #4 and written summary	\$2,400
5.4	CAC Meeting #4 and written summary	\$2,400
5.5	Joint Planning Commission/City Council Work	\$2,000

<i>Task</i>	<i>Deliverable</i>	<i>Lump Sum Per Deliverable</i>
	Session	
5.6	Draft Notice and Staff Report	\$3,050
5.7	Adoption Hearings (up to 4 at \$1,950 per hearing)	\$7,800
5.8	Final TSP Update & Implementation Language	\$6,100
	Task Total	\$45,350
	Project Total	\$133,900

TGM Grant Agreement No. 29551
TGM File Code IC-12
EA # TG13LA06



Map prepared by MLM on 1.6.13 with PLUS data

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE

TO: Sherwood City Council

FROM: Brad Kilby, Planning Manager

Through: Julia Hajduk, Community Development Director and Joseph Gall, City Manager

SUBJECT: Resolution 2013-044, establishing a 3-year on-call planning consultant list to assist in providing planning services

Issue:

Should the Council authorize the City Manager to sign contracts with 3J Consulting, Winterbrook Planning, and Cardno for providing as-needed planning services for a period of three years?

Background:

The Planning Department has eliminated an Associate Planner position for the current budget year. This leaves the department with two planning positions to handle all current and long range planning activities. From time to time, the workload may require that the department hire consultants to provide assistance in managing the workload. As of the date of this report, the Planning Department is facilitating the creation of the Town Center Plan, will be responsible for managing the Cedar Creek Trail process, and will working with the Planning Commission to revise the Development Code including the Old Town Design Standards. In addition, the department is responsible for reviewing and processing several complex planning applications including the Brookman Road annexation, the Major Modification to the Community Center, a commercial parking expansion, a Minor Land Partition, two future amendments to the TSP, and the Comprehensive Plan. In addition, the department is responsible for providing daily customer service at the Counter and on the phone.

Financials:

Within the adopted budget, the department has allocated \$30,000 for professional services for this fiscal year.

Recommendation:

Staff respectfully requests City Council adoption of Resolution 2013-044 to allow the department to utilize these consultants to assist staff in managing the workload for a period of three years.



RESOLUTION 2013-044

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN 3-YEAR ON-CALL PLANNING CONTRACTS WITH THREE SELECTED FIRMS

WHEREAS, the Sherwood Planning Department eliminated a position within this fiscal year's adopted budget; and

WHEREAS, from time to time, it is necessary to supplement the staff with additional assistance in order to provide timely planning services;

WHEREAS, the City determined that soliciting consultants each time the assistance was needed would be costly and time consuming, and not the best use of staff time and resources to recruit;

WHEREAS, the City advertised in both the Daily Journal of Commerce and on the City's website a Request for Qualifications to develop a pool of qualified consultants to assist staff in the event that the workload compromises the timely service of planning services;

WHEREAS, after reviewing the qualifications and fees, the Planning Manager and Community Development Director have recommended that 3J-Consulting, Winterbrook Planning, and Cardno be placed onto a 3-year on-call list to be utilized as needed.

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

Section 1. The City Council accepts the Community Development Director and Planning Manager's recommendation to place 3-J Consulting, Winterbrook Planning and Cardno onto a 3-year on-call consultant list.

Section 2. The City Manager is hereby authorized to execute a professional services agreement with the three firms to for a period of three years expiring August 2016.

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

Duly passed by the City Council this 6th day of August 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Sherwood Field House Monthly Report April 2013

<u>April-13</u>	<u>Apr-13</u>		<u>YTD</u>		<u>Apr-12</u>
Usage		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	3	294	26	4948	585
Rentals	51	1224	752	17206	1825
Other (Classes)					
[1] Day Use	8	21	79	449	110
Total Usage		1539		22603	2520
Income	<u>Apr-13</u>	<u>YTD</u>			
Rentals	\$3,215	\$45,612			
League fees (indoor)	\$7,665	\$59,243			
Card fees (indoor)	\$150	\$3,438			
Day Use	\$99	\$1,581			
Advertising					
Snacks	\$512	\$4,821			
Classes					
Total	\$11,641	\$114,695			
FY 11 12					
Income	<u>Apr-12</u>	<u>YTD</u>			
Rentals	\$4,145	\$41,378			
League fees (indoor)	\$5,275	\$72,529			
Card fees (indoor)	\$540	\$4,360			
Day Use	\$213	\$1,483			
Merchandise					
Snacks	\$604	\$4,828			
Classes		\$175			
Total	\$10,777	\$124,753			

*Estimated number of people served based on all rentals have a different # of people. Along with each team will carry a different # of people on their roster.

Sherwood Field House Monthly Report May 2013

<u>May-13</u>	<u>May-13</u>		<u>YTD</u>		<u>May-12</u>
Usage		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	4	312	27	5260	585
Rentals	79	1580	831	18786	2424
Other (Classes)					
[1] Day Use	7	53	86	502	68
Total Usage		1945		24548	3077
Income	<u>May-13</u>	<u>YTD</u>			
Rentals	\$4,970	\$50,582			
League fees (indoor)	\$2,085	\$61,328			
Card fees (indoor)	\$40	\$3,470			
Day Use	\$129	\$1,710			
Advertising					
Snacks	\$286	\$5,107			
Classes					
Total	\$7,510	\$122,197			
FY 11 12					
Income	<u>May-12</u>	<u>YTD</u>			
Rentals	\$4,649	\$46,027			
League fees (indoor)	\$9,555	\$82,084			
Card fees (indoor)	\$190	\$4,550			
Day Use	\$134	\$1,617			
Advertising	\$1,500	\$1,500			
Snacks	\$388	\$5,216			
Classes		\$175			
Total	\$16,416	\$141,169			

*Estimated number of people served based on all rentals have a different # of people. Along with each team will carry a different # of people on their roster.

Sherwood Field House Monthly Report June 2013

<u>June-13</u>	<u>Jun-13</u>		<u>YTD</u>		<u>Jun-12</u>
Usage		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	4	338	27	5598	351
Rentals	76	1064	907	19850	325
Other (Classes)					
[1] Day Use	2	5	88	507	32
Total Usage		1407		25955	708
Income	<u>Jun-13</u>	<u>YTD</u>			
Rentals	\$4,770	\$55,352			
League fees (indoor)	\$5,800	\$67,128			
Card fees (indoor)	\$150	\$3,620			
Day Use	\$25	\$1,735			
Advertising	\$1,500	\$1,500			
Snacks	\$179	\$5,286			
Classes					
Total	\$12,424	\$134,621			
FY 11 12					
Income	<u>Jun-12</u>	<u>YTD</u>			
Rentals	\$900	\$46,927			
League fees (indoor)	\$3,254	\$85,338			
Card fees (indoor)	\$120	\$4,670			
Day Use	\$64	\$1,681			
Advertising		\$1,500			
Snacks	\$258	\$5,474			
Classes		\$175			
Total	\$4,596	\$145,765			

*Estimated number of people served based on all rentals have a different # of people. Along with each team will carry a different # of people on their roster.

Note this ends the fiscal year 2012 2013



Things are starting to ramp up for the spring /summer.

Youth Baseball held approximately 20 games in the month of April most of those being practice games and just a few league games. Most league schedules will start in May.

The youth soccer club finished up their winter / spring season with three state cup games at Snyder Park.

The youth softball club played twenty six recreational games at the high school complex during the month.

Greater Portland Soccer District played nine games at Snyder Park on Sundays in April.

The youth Lacrosse club played forty games at Snyder Park and the High School during the month.

Sherwood youth track held their Ice Breaker Invite on April 20th with good weather on that day they had over six hundred kids show up at the High School for their track meet.

Respectfully Submitted

Lance Gilgan

May 1, 2013



May had a lot going on we had one softball tournament two baseball tournaments and youth Lacrosse held the Sherwood shoot out Lacrosse tournament.

The Lacrosse tournament brought 12 teams into town two as far away as Issaquah Washington.

Softball had 16 teams here from all around the Portland metro area and as far away as Redmond.

Youth baseball had 42 teams in town with teams as far away as The Dalles and Washougal Washington.

Youth softball also played 47 league games during the month.

Youth baseball played approximately 86 league games during the month.

Greater Portland Soccer District Played 3 adult games at Snyder Park during the month.

Youth Soccer held their Classic Tryouts at Snyder Park on May 8th and 9th.

Youth lacrosse had approximately 36 league games at different fields during the month.

Youth Track continues to practice at SMS but will moving to the high school now that graduation is over.

Respectfully Submitted

Lance Gilgan

June 10, 2013



June was a busy month.

Youth baseball played approximately 87 league games in Sherwood during the month. Youth baseball also held four tournaments in town bringing in over 80 teams from all over the Portland metro area.

Youth Softball held 11 league games in June and held 2 tournaments at the high school they had 24 teams from all over the Portland metro area and around the state.

Youth lacrosse finished up the first week of the month.

Youth soccer still has their classic teams practicing.

Respectfully Submitted

Lance Gilgan

July 2, 2013