



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, August 21, 2012

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

7:00pm Regular City Council Meeting



Home of the Tualatin River National Wildlife Refuge

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT:

- A. Approval of July 31, 2012 City Council Meeting Minutes**
- B. Approval of August 7, 2012 City Council Meeting Minutes**
- C. Resolution 2012-028 Authorizing the City Manager to sign agreements with Washington County for a Community Development Block Grant for improvements to the Marjorie Stewart Senior Center**
- D. Resolution 2012-042 Authorizing the City Manager to enter into a Cooperative Intergovernmental Agreement with Portland Metropolitan Area Transportation (PMAT) for Equipment and Services**
- E. Resolution 2012-043 Appointing Michael Damann to the Parks and Recreation Board**

5. NEW BUSINESS

- A. Resolution 2012-044 of the Sherwood City Council certifying the Explanatory Statement for Tonquin Employment Area Annexation authorization to be referred to the Electors on the November 2012 Ballot (Julia Hajduk, Planning Manager)**
- B. Resolution 2012-045 of the City of Sherwood declaring the need to acquire interests in certain real property and establish agreements for constructing, installing and thereafter maintaining infrastructure related to the extension of SW Langer Farms Parkway to Highway 99w (Jason Waters, Civil Engineer)**

6. CITY MANAGER REPORT

7. COUNCIL ANNOUNCEMENTS

8. ADJOURN

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

AGENDA

SHERWOOD CITY COUNCIL

August 21, 2012

7:00 pm Regular City Council Meeting

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



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
July 31, 2012

CITY COUNCIL WORK SESSION-Only

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 6:12 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Matt Langer, Linda Henderson and Bill Butterfield. Councilors Robyn Folsom & Krisanna Clark were absent.
3. **STAFF PRESENT:** City Manager Joe Gall, Community Development Director Tom Pessemier, Senior Planner Brad Kilby and City Recorder Sylvia Murphy.
4. **TOPICS DISCUSSED:**
 - A. **Sign Code:** Brad Kilby provided a handout of proposed code amendments (see record, Exhibit A) and informed the Council this information would be part of their meeting materials for August 7th. Brad reviewed the proposed amendments and Council discussion occurred.
5. **ADJOURN:**

Mayor Mays adjourned the work session at 6:51 pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Keith S. Mays, Mayor



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
August 7, 2012

REGULAR CITY COUNCIL SESSION

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:04 pm.
2. **PLEDGE OF ALLEGIANCE:**
3. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilor's Matt Langer, Robyn Folsom and Krisanna Clark. Councilor Bill Butterfield arrived at 7:06 pm and Councilor Linda Henderson arrived at 7:10 pm.
4. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joe Gall, Community Development Director Tom Pessemier, Police Chief Jeff Groth, Public Works Director Craig Sheldon, Finance Director Craig Gibbons, Planning Manager Julia Hajduk, Senior Planner Brad Kilby, City Engineer Bob Galati, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy. City Attorney Paul Elsner.

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

5. **CONSENT:**
 - A. **Approval of July 17, 2012 City Council Meeting Minutes**
 - B. **Resolution 2012-038 Approving repair of concrete sidewalks within the City of Sherwood**
 - C. **Resolution 2012-041 Appointing Councilor Dave Grant as the alternate for the Washington County Coordination Committee (WCCC) and Bob Galati as the WCCC Transportation Advisory Committee (WCCC TAC) member**

MOTION: FROM COUNCILOR ROBYN FOLSOM TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR KRISANNA CLARK, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

6. PRESENTATIONS:

A. Swearing in of Police Officers

Chief Groth administered the Oath of Office to Police Captain Ty Hanlon and Police Sergeant Jon Shields. Chief Groth read a brief bio for each Officer stating Captain Hanlon started his career as a Police Officer for the Beaverton Police Department and during his tenure there, he worked patrol, was an SRO, a Narcotics K-9 Handler and a member of Washington County SWAT Team and was a detective. Officer Hanlon joined the Sherwood Police Department in 2009 as a Sergeant and was promoted to Captain in June 2012. Captain Hanlon and his family reside in Sherwood.

Chief Groth stated Sergeant Jon Shields began his police career in 1999 as a Police Officer with the Beaverton Police Department and spent his tenure there working patrol. Sergeant Shields joined the Sherwood Police Department in 2008 as a Police Officer and was promoted to Police Sergeant in April 2012. Sergeant Shields and his family reside in Sherwood. Chief Groth provided the Council members with a copy of the bio's (see record, Exhibit A).

Mayor Mays addressed the next agenda item.

B. Recognition of Sherwood High School Student Achievements

The City Council recognized Sherwood High School Students for Academic Achievements, students that received a perfect 4.0 GPA for the 2011-12 school year and recognized students for Athletic Achievements, students that placed 1st in State in a sport or art, as a team or individual. Mayor Mays with the assistance of City Manager Joe Gall called forward students and presented them with Certificates of Achievement.

Mayor Mays addressed the next agenda item.

7. CITIZEN COMMENTS:

Jim Claus 22211 SW Pacific Hwy Sherwood came forward asked if the sign code hearing record was still open, Mayor Mays replied it was opened and then closed at the prior Council meeting. Mr. Claus provided the City Recorder with documents (see record, Exhibit B) and provided Councilor Langer with materials.

City Recorder Note: Exhibit B denotes Sign Code testimony for Ordinance 2012-009, as the public hearing and record was closed on July 17, Exhibit B is not included into the Sign Code hearing record. Materials provided directly to Councilor Langer are not considered an exhibit to the City Council meeting record.

Mr. Claus stated recently the Wall Street Journal quoted a colleague of his and stated one of the unique things about Oregon is the Ethics Committee, he stated he put a copy of Matt Langer's so called economic interest and said he believes they speak for themselves. Mr. Claus commented to Mr. Langer regarding process for trying to get the Delaware Corporation. He stated what was interesting in your IRS tax ruling (speaking to Councilor Langer) you commented you ceased farming and you are now a developer. Mr. Claus speaking to Mr. Langer, said he assumes he knows what he means. Mr. Claus stated what has benefited this board....

Mayor Mays gaveled, interjected, and said he was cutting Mr. Claus off at the advice of Counsel and asked if he had anything else to say. Mr. Claus asked why he was being cut off.

City Attorney Paul Elsner stated the reason is, when he signed up for comments, one of the rules is you don't make personal attacks and this was beginning to sound like a personal attack against Councilor Langer. Mr. Elsner said if Mr. Claus has something he would like to submit into the record concerning Mr. Langer, he might want to do that in writing, but will not do it orally.

Mr. Claus replied Mr. Elsner was getting into content regulation. Mayor Mays replied he was not. Mayor Mays stated as he is the presiding officer, it was the manner in which it was said. Mr. Claus

asked if Mr. Elsner was regulating content. Mr. Elsner replied when Mr. Claus signed up for public testimony, he agreed to abide by the rules. Discussion ensued and Mr. Elsner stated the Council can shut off public comment if the speaker doesn't abide by the rules, the presiding officer, being the Mayor, has the authority to say you are disturbing the proceedings of the City Council. Discussion ensued and Mayor Mays repeated that Mr. Claus was finished and he was welcome to submit anything in writing.

Mayor Mays asked to receive other public comments. With none received, he addressed the next agenda item.

8. NEW BUSINESS:

A. Resolution 2012-039 Approving one or more borrowings to refinance outstanding City borrowings and the execution of an Intergovernmental Agreement with the Urban Renewal Agency of the City of Sherwood committing the Agency to provide tax increment revenues to pay debt service on any portion of the borrowings that refines Urban Renewal projects

Finance Director Craig Gibbons came forward and said staff was reviewing our loans and found a few that were good candidates for refinancing in this low rate environment. Craig stated this resolution authorizes the City Manager and himself to proceed and go out to bid and said if the bids come back indicating that it's financially feasible to refinance, the Council through this resolution is authorizing staff to complete the transaction. Craig stated this also includes the authorization to go into an agreement with the Urban Renewal Agency, where the Agency commits to paying the debt service on behalf of the City. Craig stated the City is only involved because we are using our full faith and credit in order to get a better rate.

Mayor Mays replied it's always good to take advantage of the market to save community resources and said as part of this work we will also be potentially looking at our bond rating. Craig confirmed and said we will have a bond rating with our rating agency and explained they will do an interview and said we are in a better position and said he is optimistic that we can get it increased.

Mayor Mays asked for Council questions on the proposed resolution.

Councilor Folsom asked what is the cost to refinance loans of this type and referenced the estimated savings as indicated in the staff report, Craig replied the figure includes the cost and confirmed it's a net figure.

With no other questions or comments the following motion was received.

MOTION: FROM COUNCILOR ROBYN FOLSOM TO ADOPT RESOLUTION 2012-039, SECONDED BY COUNCILOR LINDA HENDERSON, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

B. Resolution 2012-040 Calling for an election and approving a ballot title to authorize the Sherwood City Council to hold a public hearing at a later date to consider annexation of all or part of the Tonquin Employment Area

Julia Hajduk, Planning Manager came forward and stated the resolution would approve a ballot title and said as the Council is aware, the City Charter requires a vote of the registered voters in the City

prior to an annexation taking effect. As this can take time due to the notice requirements, public hearing and the lead time for an election, this adds a lot of uncertainty for potential developers and as they don't know if the annexation will pass, they don't want to invest the time in considering a piece of property. Julia explained this resolution would essentially answer the vote question upfront and someone would still have to go through the public hearing process with the City Council and have all the required findings and the City Council would still have to ultimately decide on the annexation and would have the City vote answered upfront.

Mayor Mays stated he appreciated Julia's initiative to take this approach and said the Tonquin Employment Area is important for our community and increasing for our overall tax base and the balance of residential verses jobs.

Mayor Mays asked for questions or comments from the Council, with none received, the following motion was stated.

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO ADOPT RESOLUTION 2012-040, SECONDED BY COUNCILOR BILL BUTTERFIELD, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item and stated Ordinance 2012-009 was continued from the previous Council meeting where a public hearing was held and closed and said Council gave preliminary direction to staff to select a few options from testimony and feedback received.

9. PUBLIC HEARINGS:

A. Ordinance 2012-009 Amending the Sign Code section of the Sherwood Zoning and Community Development Code (16.102)

Brad Kilby, Senior Planner came forward and stated the City Council held a work session on July 31st regarding the sign code and within that work session and subsequent in this meeting packet there were six (6) changes that were put before the Council, Brad explained the following changes:

Changed the size of portable signs to read from three (3) square feet to 18" by 24", referenced on page 5 of 16 of Exhibit A.2

Changes on page 9 of 16 of Exhibit A.2, to correct a scrivener error from "no banner signed", to "no banner sign".

Changes on page 12 of 16 of Exhibit A.2, Brad stated this was the language proposed by Mr. Jagow of the St. Paul Lutheran Church and staff amended the language to say "from the curb or edge of pavement". Brad said staff believes this gives more latitude and flexibility, and said however they will not be able to put a banner sign in the right-of-way under this code because they would be required to attach it to a building. Brad stated we did not add that a banner sign could be added to a fence or a wall. Brad stated he spoke with Mr. Jagow and he feels they are still in the same situation they have been in for a while and said he would go back to his group of folks and discuss a possible resolution.

Changes on page 14 of 16 of Exhibit A.2, we amended under 14, subsection 3, "property zoned institutional public may place a portable sign, meeting the dimensional standard every 50 feet for the length of the sites frontage along a public street.

Changes on page 15 of 16 of Exhibit A.2, changes were made as proposed by Mr. Jagow to reflect the language that we had opposed earlier.

Brad stated these are the changes staff made and said at the work session we spoke about an outreach to the businesses if the Council decides to move forward with the amendment. Brad stated he drafted a rough draft of a brochure we would provide to businesses in addition to going out and speaking to businesses. Brad provided the draft brochure to the City Recorder (see record, Exhibit C).

Brad informed the Council he spoke with the City attorney in regards to changes they would make to the code to make it clearer and one of the proposals he recommended was that we place the definitions at .015, so it would be renumbering that section of 16.100 to separate out the definitions and make them its own section under .015 as opposed to .010. Brad explained .010 will still be the General Regulations and .015 would be the definitions.

Tom Pessemier Community Development Director asked Brad a clarifying question on comments he made and referenced page 15 and 16, section 16.102.050, section 5 and said he believes it says, if with Mr. Jagow testimony, a “banner of temporary may be displayed on a fence or a wall at 50 feet or more” and this would not be required to be put on a building, Tom said he thought this is what Brad had said earlier, that they would only be allowed to put it on a building in that particular case. Brad replied, Tom was correct and apologized as he missed this and said he spoke with Mr. Jagow, as Council had discussed in work session, that it not be allowed on a fence or a wall, so it would be up to the Council if they wanted to strike that from the language.

Mayor Mays asked for Council questions.

Councilor Folsom thanked staff, planning commission and the Council for all the work done on this and said this is very complex and hard asked if we the Council could come back and amend the code. Staff replied, absolutely, the Council can amend the code anytime.

Tom Pessemier informed the Council that there is a 21 day notice period, as well as the period when an ordinance is effective which is 30 days, unless there’s an emergency clause.

Mayor Mays stated he appreciated the work performed by staff, the planning commission and the community and said this was a long project, about a year, and appreciated the conversations and feedback received.

Mayor Mays stated there’s a request from staff, and asked Tom Pessemier as part of the recommended language in our packets, to adjust the location of the definitions in this chapter. Brad confirmed the recommendation came from the city attorney for clarification purposes.

Mayor Mays confirmed with City attorney Paul Elsner that the Council needed to make a motion to amend. Mr. Elsner stated the following recommended motion;

To amend the proposal in front of the Council to reflect the recommendation from the City Attorney’s office so that the definitions for the sign code are placed at the beginning of the chapter to ensure clarity and ease of use.

Mayor Mays replied, this is my motion as stated by Mr. Elsner:

MOTION TO AMEND: TO AMEND THE PROPOSED ORDINANCE 2012-009, SECONDED BY COUNCILOR LINDA HENDERSON, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays asked for discussion on the amended ordinance or a motion to read caption and adopt.

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO READ CAPTION AND ADOPT ORDINANCE 2012-009 AS AMENDED, SECONDED BY COUNCILOR CLARK.

Prior to calling for a vote, City attorney Elsner stated the recommendation from attorney Chris Crean is to move the definitions and not amend any language, Brad Kilby added, it's not really moving it, it keeps it in the same location and referenced page 1 of 16 on Exhibit A.2, and said there's section 16.100.010 Common Regulations with definitions within this section beginning at Section I, and they would now have their own section of Sign Related Definitions at 16.100.015, followed by section .020 Prohibited Signs. Brad added the Council will be amending Exhibit A.2.

VOTE: ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item and asked the City Recorder to read the public hearing statement.

B. Ordinance 2012-011 Amending sections of the Zoning and Community Development code including Divisions II and IV relating to Commercial, Industrial and Institutional, and Public Uses Classifications

Brad Kilby came forward and referenced page 96 of the Council meeting packet and said this is the planning commission's recommendation and they made the recommendation to the Council on June 12, 2012 after nearly 1 ½ years of deliberations, which involved several work sessions, public open houses on two different occasions, and a Council work session. Brad stated the recommendation is intended to simplify our code. Brad explained it would consolidate three industrial chapters into a single chapter and consolidate four commercial zoning into a single chapter. Brad said there will still be, for example, Industrial, Light Industrial, Employment Industrial and General Industrial and they would all be under one chapter, Industrial, and the same would be for the commercial zones. It would clarify the use classifications within each zone and this also applies to public and institutional zones. Brad explained what it does is try to make the nomenclature across the board for each use type the same throughout the code, so it's not vague or unclear as to whether or not something is permitted. Brad gave an example of language for medical facilities and said a major part of this effort was to go through the code and see what the uses were.

Brad stated the amended language would eliminate Chapter 16.24, the office-retail zone from the code and said currently we don't have any properties within the City that are zoned office-retail. Brad stated the fourth amendment would clarify how residential uses are treated on commercially zoned properties. Brad stated currently they can be permitted to a planned unit development or permitted to a conditional use process and said then it goes into whether or not they are subject to general design standards and whether or not they need to be located above of behind commercial use and the planning commission's recommendation is that they be permitted outright within the commercial zones that they are currently permitted in, provided that they meet a stipulation that's currently in the retail commercial and general commercial zones that reads: the residential portion of the mixed use

can be considered clearly secondary to commercial uses and mixed use development when traffic trips generated, dedicated parking spaces, signage and the road frontage of residential uses are all exceeded by that of the commercial component and the commercial portion of the side is located primarily on the ground floor. Brad stated this ensures that in the commercial zones you are allowing a mixed use residential product, which is a good thing, that it's secondary to the commercial use, so we don't have people going into a commercial zones and developing all residential. Brad stated by making it a permitted use it eliminates the process for some of the developers, which also encourages this type of development, it doesn't require they go through a process provided that they meet that stipulation. Brad stated they would still be subject to the same standards in our code. Brad said the amended language would provide for a use classification system under chapter 16.88 and said we have a similar uses section that gives the director the ability to make a determination as to whether or not a use is similar to another use for the purposes of deciding whether or not it's appropriate for that zone. Brad explained we expanded on that and said these are the characteristics that are associated with commercial type uses and you list general uses under that and you might define some of those uses as to what they mean and it provides staff with guideposts, Brad provided an example to Council.

Brad stated staff tested this language in September of last year on 132 businesses, primarily on Tualatin-Sherwood Road and Pacific Highway and said one of the goals and objectives of this was to make sure we weren't creating any nonconforming uses by this language. Brad informed the Council of the 132 businesses surveyed, 12 of the uses would not be permitted. Brad stated the area used to have a crematorium that is no longer there and said we don't list crematoriums as a specific use in our development code and they would be considered either nonconforming or unlisted uses and they would require a determination. Brad gave another example of a residential use in an industrial zone and said with these 12 issues, our revised code did not make them any less nonconforming.

Brad stated staff sent out 418 Ballot Measure 56 notices to businesses and he has met on several occasions and has fielded several phone calls from business owners on what this language does and what it means. Brad stated he believes the lack of audience members this evening reflects that business owners understand and he did not receive a lot of return calls once the language was explained. Brad offered to answer Council questions.

Mayor Mays thanked staff and the planning commission and asked for Council questions.

Councilor Butterfield asked regarding the 12 nonconforming businesses and if they are grandfathered in and not required to do anything to meet the requirements.

Brad replied, not necessarily as there are different classifications of nonconformities, some of them might be illegal nonconformities, uses that have gone in after the implementation of the code that probably were not some type of enforcement. Brad stated he did not look at and classify those nonconformities, he indicated he looked at them as existing today and either have been permitted or went in and considered nonconforming. Brad informed the Council if they came in today seeking to put in this type of business, they would not be allowed as it's not a use that's permitted in the zone.

Councilor Folsom said she has heard Brad say, unless it requires change or forced confirmation, is it a complaint driven code? Brad replied we have complaint driven enforcement with one enforcement officer on staff. Councilor Folsom stated a business could go in and unless we hear a complaint, Brad replied we could hear a complaint or staff could be out and observe its not a permitted use for the zone, but it's primarily complaint driven. Councilor Folsom asked if there's an appeal process for the person. Brad replied we would have to start enforcement proceedings, open an investigation, figure

out what is wrong and give them options. Brad stated staff often times get people that come into city hall and want to put in a use that is not appropriate for the zone and staff will assist with locations that would be appropriate and we would also do this if we discovered someone was nonconforming.

Councilor Folsom confirmed the 12 nonconforming were nonconforming prior to this code. Brad confirmed.

Mayor Mays asked for other Council questions or comments, with none received he stated Council will reserve the right to ask additional questions after receiving public testimony. Mayor Mays opened the public hearing and called forward R. Claus.

Jim Claus came forward and asked City attorney Paul Elsner if he was banned from public speaking and said he will not agree to content control.

Mr. Elsner informed Mr. Claus the Chair has the right to enforce the rules of the Council and of the hearing and if he or she determines, regardless of your content, that disrupting the proceedings of the Council in their deliberations, he can ask you to stop so that they can conduct. Mr. Elsner stated this is a business meeting and they are allowed to conduct their business, it has nothing to do with the content. Mr. Claus replied, then tell me what they look at if it's not content, it's clearly not time and place, matter, you've already got time, it's four minutes, you've got manner that you have to sit here and speak and you have time.

Mr. Elsner asked if Mr. Claus signed the form. Discussion ensued and Mr. Claus commented regarding character and content and said if the chair has the right then he doesn't agree to it.

Mr. Elsner said he will advise the Council and if the Council wants to allow Mr. Claus to speak then he can speak, it doesn't necessarily mean the Council has to sit and listen to it. The Council can allow Mr. Claus to speak and the only people that have to stay here are the City Recorder as she is keeping the record and myself. Mr. Elsner said to the Council, they can allow Mr. Claus to speak but they don't have to listen, they are not compelled to.

Mayor Mays informed Mr. Claus his time is rolling and he can use it as he wishes.

Mr. Claus asked Mayor Mays if he was going to control content or not and referenced case law prohibiting this. Mr. Claus stated he can't come forward and make comments because if he comments about certain things, the Mayor will say it's on the character rather than the word product.

Further discussion occurred regarding testimony, determinations made by the Mayor on testimony, Mr. Claus needing a listening devise and not requesting one, and claiming a devise was not being made available to him.

Mayor Mays stated citizen comments and comments on an ordinance in his opinion are two different things and he has had his four minutes. Mr. Elsner informed the Council if Mr. Claus wants to speak, for the Council to allow him to speak as it's now a matter of time, place and matter as he is being asked to speak on the matter that is before the Council. Brief discussion occurred and the clock was reset to four minutes and Mr. Claus provided the following testimony.

Mr. Claus referenced Chapter 16.36 and said if the Council looks at this they will see repeatedly there are not definitions of certain things. There are no definitions for recreational vehicles. Mr. Claus stated the state defines it one way and the city at various times, defines it multiple ways. Mr. Claus said the problem with this is you don't know what zoning rights you have. Mr. Claus stated there is

question after question in this ordinance as in all your ordinances where the terms don't mean anything. Mr. Claus gave the example of restrooms and said restrooms have four standard definitions in the industry and the City has a new definition of restrooms, a definition he has never seen and it's not complete. Mr. Claus stated this leads to a problem and said how can you get due process or equal treatment when you don't know how to respond to the language that's in the code. Mr. Claus referenced the definitions and not being able to find definitions and also referenced the sign code and language being different in different areas of the code. Mr. Claus stated the problem is depending on the time of day you get in, is the treatment you will get. Mr. Claus commented regarding former Mayor Walt Hitchcock and definitions of the code and the process not going through a public hearing and now we find similar language. Mr. Claus referenced historic resources and asked how is this defined. He stated the state has one manner and the federal has another and to his knowledge we don't have any way at all, so this will go to a staff person. Mr. Claus stated if the Council is going to try and simplify this, at least give us something so we know what we are dealing with. Mr. Claus referenced fraternal lodges and the language saying it has to be open to everyone, and said fraternal lodges automatically are not open to everyone. Mr. Claus stated there's inclusive language and exclusive language. Mr. Claus stated the most restrictive language in the code holds and gave an example of fraternal lodges. Mr. Claus referenced definitions for finance, insurance and real estate offices and asked what about title companies, and said it's not included in the uses. Mr. Claus said you have to break the code down and change it or you're going to run into repeatedly the same problem. Mr. Claus commented regarding due process and commented regarding mass merchandisers not being defined in the code and gave an example of Walmart and toy stores. Mr. Claus provided documents for the record (see record, Exhibit D).

Eugene Stewart 22595 SW Pine Street Sherwood came forward and said one of the things that bothers him a little bit is when the comprehensive plan was originally brought out and part two you had a lot of goals and policies and this particular revision of the ordinance doesn't reference any goals or policies. Mr. Stewart said the Council is changing their laws and they have not gone back to look at their goals and policies to see if they should be revamped. Mr. Stewart asked if the Council was following their goals and policies. Mr. Stewart stated he has not had time to look at the goals and policies, but feels that goal one was not followed and said he does not believe the Council addresses in this revision how they followed goal one, he said he has noticed in others, but doesn't see it this time and apologized if he missed it in the meeting packet. Mr. Stewart stated it appears we are doing so many changes that we don't know how it's affecting other parts of the code, we have no clear vision of what our comprehensive plan is. Mr. Stewart stated he thinks we have lost sight of some of our goals and admitted that some of the goals and policies need to be changed and asked if those should have been addressed first before we started changing the ordinances. Mr. Stewart stated he believes we have not done the best job and knows that staff and the planning commission is trying and said he believes we need more leadership on getting more public input and involvement in this process and doesn't believe a couple of public get-togethers doesn't give a chance to try and formulate opinion and present it to the planning commission and then the Council. Mr. Stewart said most of this is staff driven and they try and do a good job, but by not reaching out to the people and getting opinions in a more organized way, he believes we are losing some good ideas from the general public. Mr. Stewart referenced the IP and said originally the IP was not allowed in any zone, it required a zone change anytime you needed to use IP and now it's a conditional use in any zone. Mr. Stewart said last month you had a hearing to change an IP zone back to residential and said people had to go through all the expense of getting it back to its original zoning, where if you made any IP a zone map change then no matter where you can decide where to put it, he believes this

would be more effective. Mr. Stewart referenced the building of a church in the IP zone and said Council should consider this.

Mayor Mays thanked Mr. Stewart and stated in the staff report it indicates we are here today after an 18 month process and said the planning commission is our advisory group of the community to hear from folks and staff did reach out to nearly 150 businesses and had multiple notices.

Gary Surgeon 5257 SW Greenwood Place, Tualatin came forward and stated he is a retail commercial broker and is working with the Albertson's and Safeway Centers in Sherwood and has a new retailer coming into Sherwood, Petco an unleashed concept, a smaller concept of Petco. Mr. Surgeon stated he is testifying in support of the proposed changes to the zoning allowing pet grooming and boarding as an outright permitted use in a retail store. Mr. Surgeon stated these are incidental uses and this proposed store at the Safeway Center is 4500 square feet and the grooming area will be approximately 300 square feet and there is no boarding scheduled at this point and it would be inside only, but there is nothing in the concept at this point. Mr. Surgeon stated it's to try and get this deal done and try and fill space, pet boarding, grooming and self-service dog wash will also be a portion, Mr. Surgeon stated this is already a permitted use and said he is testifying in favor of those changes.

Mayor Mays asked in general when Mr. Surgeon reviewed it, was he supportive of the overall effort of staff and the planning commission on the proposed ordinance. Mr. Surgeon replied yes.

Mayor Mays asked to receive additional testimony, with none received he closed the public hearing and called staff forward.

Brad Kilby stated there were three items he wanted to speak of, one being comments made by Mr. Claus and definitions. Brad suggested the Council look at section 16.10.010, specifically the second paragraph, which states; "where terms are not defined they shall have their ordinary accepted meanings within the context with which they are used", and if refers to Webster's International Dictionary for guidance. Brad said he believes the Council needs to give staff some deference to make those interpretations of those uses based on these as guideposts and we are trying to make that more clear by adding the language to 16.88.188, because we are never going to be able to define every term in this code and everyone will have their own idea of what something means.

Brad stated Eugene Stewart spoke of goal one and we did look at the goals and goal one was specifically addressed on page 99 of the packet and we did not do any substantive changes to this language that would, in our mind, warrant going back and revisiting the comprehensive plan policies and objectives. Brad said he only had the two points to reference and offered to answer Council questions.

Councilor Butterfield asked Brad to confirm if over the last 18 months we had several opportunities for the public to comment. Brad replied yes and said he assumes it's not always easy for people to come and testify at the planning commission and also assumes that a lot of people don't get involved in a process until it specifically affects something they are trying to do, Brad stated he understands this and believes we do a really good job of trying to reach out to folks, whether they agree with our methods or not. The planning commission on multiple occasions has asked for other ideas on ways that we can get the public involved. Brad said we've had a dessert and discussion, open houses and we have an open door policy, people are always welcome to come in and talk to us about things and

said he thinks we can establish another committee to do further review, but agrees with the Council that the planning commission is there for a reason, these are folks that want to serve the public and they do their best. Brad stated he believes we've done as good as we can and said there's always room for improvement and with good use of social media and technology we will eventually get to a point where we can....Brad continued and said people will always have something to say about our outreach.

Mayor Mays thanked Brad and asked for Council questions.

Councilor Henderson said this is a lot of information and is spread neatly in chapters and tables and asked when we have a potential business or development that wants to come to town and they may already own a lot and want to build something on that lot or they may have a business they own, Councilor Henderson referenced the Petco business and referenced page 142 of the packet, under light industrial, general industrial, employment industrial it say, "manufactured home sales are not outright permitted", Councilor Henderson asked how does someone go about trying to get a business in a zone that is not permitted in that zone. Brad replied they would talk to staff and explain the nature of their business and if they own the property, it puts them in a more difficult situation and said most businesses coming to relocate, he doesn't believe, own the property, they will do their due diligence and find the best location. Brad said if we don't have a location within the city for that type of use, he regularly calls Tualatin and their planners and likewise they contact us to see if we have acreage for certain types of uses. Brad said we do the best we can to direct them to an appropriate location. If they want to locate in Sherwood and it's not a use that's permitted, then our recommendation to them is to go through a zone change or a code amendment to try and make their case before the decision makers; the planning commission and then the Council, as staff doesn't make the decisions we just administer the code.

Councilor Henderson asked what is the difference between automotive boat trailer and recreational vehicle storage which is not permitted, Ms. Henderson referenced page 133 of the packet and said under industrial we have mini warehousing or self-storage not permitted and said mini storage is a big business and asked for clarification. Brad said if it's personal mini storage that is the primary use and you have an area for recreational vehicle storage, in the same sense as the Petco for example, they are generally a retail use, the majority of the 4500 square foot space will be used for retail and they have 300 square feet where they want to put in self-serve dog washes, and said in his mind those are ancillary uses to that primary use and we would treat them as such, as long as the primary use is a listed use that's what we would try and regulate the use on. Brad said specific to storage, he agrees it's not specifically clear. Ms. Henderson asked if we do allow recreational, boat, automotive trailer, does the land have to be improved. Brad replied yes. Ms. Henderson asked if it has to be identified at the beginning before they get their permits. Brad replied we would not issue a permit without understanding what the use is on the property, Brad gave an example and said if the property's primary use was boat storage, RV storage, or something like this, then we would not permit it, if it was not a permitted use in the zone. Brad continue with an example of storing hazardous materials in mini storages and staff communicating with the business to find out what the use is for.

Mayor Mays asked for other Council questions, with none received he asked City Manager Gall what he thought on the planning commission's recommendation. Mr. Gall replied he is aware a lot of work went into this and know's that Council can make changes in the future to make it better and is supportive.

Mayor Mays asked for comments from City attorney Elsner. Mr. Elsner replied as the acting body if the Council finds a piece of legislation that has been adopted and they want to alter it, they are allowed too.

Mayor Mays stated with the extended outreach, staff and the planning commission did a great job.

Mayor Mays asked for additional comments on the proposed ordinance, with none received he asked for a motion.

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO READ CAPTION AND ADOPT ORDINANCE 2012-011, SECONDED BY COUNCILOR BILL BUTTERFIELD, ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

10. CITY MANAGER REPORT

City Manager Joe Gall reported and commended the Sherwood Police Department for their work on Child Safety Seat Clinics and said we have had these for a number of years and the Police Department has received a designation from ODOT and the Alliance for Community Traffic Safety in Oregon and we have been designated an official child safety seat distribution center. Mr. Gall stated the efforts from Chief Groth and his staff has moved this to a higher level and our success has been acknowledged. Mr. Gall reported another clinic will be held on Saturday, August 18th, 10am to noon at the Sherwood Police Department. Mr. Gall reported that back in April we had 43 attendees and checked 32 seats. Chief Groth added that people should arrive early as they have had to turn people away due to the high volume of vehicles and added that the service can also be provided by appointment and can be done when a technician is working. Mr. Gall added information is also available on the City website.

Mr. Gall reported on the Relay for Life event this past week with the City having its first team, with 20 plus staff signed up and over 30 participants. Mr. Gall thanked Team Captain Karen Brown for her work and coordination and looks forward to next years event. Mr. Gall asked Councilor Clark to report on the event and she stated she read the proclamation at the event and it was a great event with a temperature of 102. Councilor Clark provided a brief overview of the day and challenges with the weather. Mr. Gall reported close to \$70,000 was raised at this event.

Mr. Gall reported on upcoming events and reminded of the Music in the Park concerts and Movies in the Plaza and said this year the location for the movies has changed to the Cannery Square from Stella Olsen Park and said the City has partnered with Sherwood Main Streets. Mr. Gall stated the first movie is this Friday, with a showing of Over the Hedge and he invited the community to come out.

Mr. Gall asked for questions from the Council, with none received, Mayor Mays addressed the next agenda item.

11. COUNCIL ANNOUNCEMENTS

Mayor Mays commended staff for their role in all summer events and congratulated the Robin Hood Festival Association for a great event and said Washington County Visitors Association had a survey crew at the festival gathering information on where people are coming from and he is excited to receive those results.

Mayor Mays reported on the Japanese students that visit Sherwood every year from Edogawa Japan and said 18-20 students come and stay with Sherwood host families for about 2 weeks visiting the local area including the Sherwood YMCA and Assisted Living facilities and do work in the community and do tourist activities and shopping. Mayor Mays shared a gift presented to the City on behalf of the Mayor of Edogawa. Mayor Mays stated if anyone is interested in being a host family to contact the City for information.

Councilor Folsom reported she is the Council Liaison to the Sherwood Cultural Arts Commission and thanked them for being forward thinkers in trying to network nonprofit community groups and as a result they came up with the idea of Pics on the Plaza and partnered with Sherwood Main Street who will be planning booths at the event and preshow entertainment for all ages. Councilor Folsom congratulated the Commission as the Vice Chair wrote a grant for the Royal Academy and was awarded the grant from the Oregon Arts Commission and said the grant is called Arts Build Community. Ms. Folsom reported over 30 volunteers participated and briefed the Council on other aspects of the event. Ms. Folsom stated she appreciated the efforts of the Commission for their forward thinking and networking with community groups and for their work with hosting two Missoula Summer Camps.

Councilor Folsom stated she is also the Liaison to the Senior Center and reported they are forming a new committee to continue to look forward to maintain a strong and active Senior Center and reported they have hired a new director and encouraged the community to volunteer at the center.

Councilor Henderson thanked staff for their partnership and assistance during the performance of Wizard of Oz and briefed Council on some of the challenges they faced. Ms. Henderson informed the Council on feedback they received on their website regarding the charm of Sherwood and how well its managed and the wonderful venue and stage at Stella Olsen park.

Councilor Butterfield thanked public works for their preparation of fields for the upcoming athletics of soccer, football and lacrosse and said we have over 3750 kids playing on sports field and Craig Sheldon's crew has done a great job in preparing the fields for the upcoming season.

Councilor Langer reported the Wizard of the Oz was an incredible event and thanked all those involved and reported pavers are still for sale and can be ordered through Sherwood Main Street whose office is located in the back of the Sherwood Chamber. Mr. Langer stated the Sherwood Gazette printed an article on Jen Ranazan (spelling?) an active community member who's battling cancer and mentioned an upcoming benefit run.

Mayor Mays reported Sherwood has benefited from our regional and County partners and they have dedicated and pledge over \$37 million in road projects in the Sherwood community in the next five years. He reported we had a priority list and the top four projects were funded. He said the County allocated \$43 million in Roy Rogers' district and Sherwood will benefit from \$37 million with the first project being on Tualatin-Sherwood Road that hopefully will begin next year. Mayor Mays reported

Sherwood did not receive the federal grant we were pursuing to get more sidewalks on Hwy 99 and the one federal grant that was awarded went to Lane County.

12. ADJOURN

With no other business to address, Mayor Mays adjourned to a URA Board of Directors meeting at 8:45 pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Keith S. Mays, Mayor

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director

SUBJECT: Resolution 2012-028, Authorizing The City Manager To Sign Agreements With Washington County For A Community Development Block Grant For Improvements To The Marjorie Stewart Senior Center.

ISSUE:

Should the Council authorize the City Manager to sign agreements with Washington County for the Community Development Block Grant Program for the purpose of making improvements to the Marjorie Stewart Senior Center?

BACKGROUND:

In October 2011 staff submitted a WA County CDBG grant application in the amount of \$179,600 for restroom and lobby improvements to the Marjorie Stewart Senior Center, CDBG Project #4228. The City received notification in February 2012 that we had been awarded the grant.

In addition to an agreement, Washington County now requires both a promissory note and trust deed to be signed. This Resolution was originally brought before the Council at the June 5, 2012 meeting but legal counsel recommended that staff ask for additional time to further review the documents, before seeking authorization to sign the agreements. Staff is now comfortable with the documents and is asking Council to authorize the City Manager to sign the agreements.

In addition to the required trust deed and promissory note for the current project, Washington County has also requested that the City sign a promissory note and trust deed for project #1214, Improvements to Senior Center Parking Lot, that was approved in 2010 and completed in 2011.

FINANCIAL IMPLICATIONS:

The total project cost estimate for the current project is \$221,263. The Community Development Block Grant will provide \$179,600 worth of funding. The Friends of the Senior Center have agreed to contribute \$5,000. The remainder of the project (\$36,663) will be funded by the City of Sherwood and has been included in the 2012-13 budget.

RECOMMENDATION:

STAFF RECOMMENDS APPROVING RESOLUTION 2012-028, A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH WASHINGTON COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR IMPROVEMENTS TO THE MARJORIE STEWART SENIOR CENTER.



RESOLUTION 2012-028

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH WASHINGTON COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR IMPROVEMENTS TO THE MARJORIE STEWART SENIOR CENTER

WHEREAS, in October of 2011 the City of Sherwood submitted a grant proposal to Washington County for consideration in the Community Development Block Grant Program to improve the restrooms and lobby at the Marjorie Stewart Senior Center; and

WHEREAS, in February of 2012 Washington County notified the City of Sherwood that the grant proposal had been approved for funding; and

WHEREAS, in addition to the Agreement, Washington County now requires both a promissory note and trust deed to be executed by the grantee in favor of the grantor; and

WHEREAS, in addition to the required Trust Deed and Promissory Note for the current project, Washington County has also requested that the City of Sherwood sign a promissory note and trust deed for the last project that was approved in 2010, Project #1214; and

WHEREAS, the total project cost for this project is \$221,263, of which the Community Development Block Grant will provide \$179,600 worth of funding; and

WHEREAS, the Friends of the Senior Center have committed \$5,000 towards the project and the remainder of the project will be funded by the City of Sherwood through in-kind services, such as project management.

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

Section 1 The City Council of the City of Sherwood authorizes the City Manager to sign attached agreements for CDBG Project #4228 (Exhibit A), Promissory Note for Project #4228 (Exhibit B), Trust Deed for Project #4228 (Exhibit C), Promissory Note for Project #1214 (Exhibit D), Trust Deed for Project #1214 (Exhibit E) as required by Washington County.

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

Duly passed by the City Council this 21st day of August 2012.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

AGREEMENT
between
WASHINGTON COUNTY
and
City of Sherwood

This Agreement, entered into this ___ day of _____, 2012, between Washington County, a municipality of the State of Oregon (hereinafter referred to as the "County"), and the City of Sherwood, (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for Block Grant funds under the Housing and Community Development Act of 1974 (the Act), 42 USC 301 et seq as amended, and the National Affordable Housing Act of 1990, and will receive Block Grant funds for the purpose of carrying out eligible community development and housing activities under the Acts and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing activities;
- C. The County desires to have certain services performed by the City as described within this Agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this Agreement is to provide for the cooperation between the County and the City, as the parties in this Agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this Agreement by ORS 190.010 et seq., by the Constitution of the State of Oregon; and
- G. Therefore, in consideration of the payments, covenants, and agreements hereinafter mentioned and to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this Agreement.

CITY

WASHINGTON COUNTY

Signature

Chairman, Board of County
Commissioners

Signature

Recording Secretary

Date

Date

DUNS Number *(this field required)*

CCR Number *(this field required)*

Tax Identification Number *(this field required)*

APPROVED AS TO FORM

Attorney for the Washington County Office of Community
Development

INDEX TO AGREEMENT

PART I. GENERAL CONDITIONS

1. Scope of Agreement and Applicability to Terms and Conditions of this Agreement
2. Scope of Work
3. Commencement and Termination of Projects
4. Administration
5. Operating Budget
6. Compensation and Method of Payment
7. Reversion of Assets and Interest in Property
8. Funding Alternatives and Future Support
9. Amendments
10. Assignment and Subcontracting
11. Insurance
12. Hold Harmless and Indemnification
13. Conflict of Interest
14. Default
15. Enforcement
16. Appeal
17. Termination
18. Prohibition on the Use of Debarred Contractors
19. Applicable Law, Venue, Attorney Fees and Costs
20. Extensions

21. Survival

PART II. FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. Uniform Administrative Requirements
2. Procurement Standards
3. Environmental Review
4. Nondiscrimination
5. Property Management
6. Labor Standards
7. Acquisition and Relocation
8. Architectural Barriers
9. Nonparticipation in Political Activities
10. Nonsubstitution for Local Funding
11. Public Information
12. Uniform Administrative Requirements and Cost Principles
13. Certification Regarding Lobbying
14. Certification Regarding Use of Excessive Force
15. Eligibility Restrictions For Certain Resident Aliens

Part III. EVALUATION AND RECORD KEEPING

1. Evaluation
2. Audits and Inspections
3. Records
4. Retention of Records
5. Access To Records

Ccfnr_5-2012

PART IV SPECIAL CONDITIONS

PART V. EXHIBITS

- A. Project Description, Scope of Activities and Anticipated Accomplishments
- B. Authorized Signature Card
- C. Budget Summary

PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT AND APPLICABILITY TO TERMS AND CONDITIONS OF THIS AGREEMENT

- A. This Agreement shall consist of the signature page, the general and special conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibit incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects which are the subject of this Agreement.
- B. Depending upon the specific nature of the project, services or purposes for which Block Grant funds are being provided pursuant to this Agreement, certain terms and conditions contained herein may be made inapplicable by their express citation in Part IV, Special Conditions. Except as so expressly excluded, all terms and conditions contained herein have full application, force and effect.

2. SCOPE OF WORK

- A. The City shall perform and carry out in a satisfactory and proper manner the project or services set forth in Exhibit A attached hereto which specifies work to be performed. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.
- B. Any conflict or dispute that may arise with regard to any aspect of CDBG activities for the project shall be resolved by the County's interpretation of the specifications contained in the original project proposal, the current Program Policies, and the County's Office of Community Development CDBG Procedures Manual. Any such determination made by the County shall be final.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 Subpart H, the County shall furnish the City with written notice to proceed. No work on the project shall occur prior to the receipt of written notice to proceed from the County.
- B. All project funds shall be obligated and expended within the Project Year unless the County and the City agree to an amendment extending project

activities beyond the Project Year. For the purposes of this Agreement, "Project Year" shall mean the period from July 1, 2012 through June 30, 2013.

- C. Any property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used to meet one of the national objectives set forth in 24 CFR 570.208 for a period of twenty (20) years or until June 30, 2033 unless otherwise modified in writing by the parties to this Agreement.

4. ADMINISTRATION

- A. The Agency shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502.
- B. The City shall appoint a liaison person who shall be responsible for overall administration of Block Grant funded project(s) and coordination with the County's Office of Community Development. The name of the liaison person shall be specified in writing and submitted to the County's Office of Community Development. The City shall also designate one or more representatives who shall be authorized by the City to sign the Voucher Request and any other forms which may be required. The names of these representatives shall be specified in Exhibit B.
- C. This Agreement is subject to and supplemental to the Agreement of Intergovernmental Cooperation entered into between the County and participating municipalities.

5. OPERATING BUDGET

- A. The City shall expend the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as Exhibit C. No line item expense in the approved budget shall be changed without a budget revision approved by the County's Office of Community Development. The budget revision shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item. Budget revision(s) must be approved by OCD before any costs are incurred by the City.
- B. The difference between the approved budget amount on a budget line item and a lower or higher bid or quote, in any line item, shall be reported to the County. Excess funds generated by a lower bid or quote shall be considered surplus. The City may submit a budget revision requesting the use of any such surplus, which shall be approved or denied at the discretion of the OCD.

- C. Matching funds identified in Exhibit C shall mean all funds from non-CDBG sources, including in-kind contributions of staff and materials, other grant sources, charitable contributions, volunteer labor, donated materials and services, and similar items of value to the project. Matching funds shall be used for project purposes, and shall be included within the scope of Audits and Inspections conducted under Part III, Section 2 of this Agreement. Increases in matching funds shall be reported to County and the Operating Budget shall be revised accordingly by the OCD.
- D. No later than 90 days from the date the County approves the proposed list of activities, which includes this project, the City shall submit to the County's Office of Community Development written evidence that substantiates the matching funds pledged by the City are available. The availability of pledged funds means all approvals, guarantees, or third party commitments from subrecipients or cosponsors, have been received and will enable the City to officially obligate those matching funds. In the event the City fails to submit such evidence or the evidence is deemed by the County to be unacceptable, the County may exercise its termination options under Part I Section 14 of this Agreement.

6. COMPENSATION AND METHOD OF PAYMENT

A. Subject to the availability of funds from HUD, the County shall reimburse the City for the services specified in Exhibit A. Reimbursement shall be requested by the City by submitting a Community Development Voucher Request (OCD Form 2) and a Program Accomplishments reporting form (OCD Form 3); the forms are to be signed by the City's authorized representatives in a manner prescribed by the County.

B. The County will make payment to the City within two (2) weeks or as soon as practicable after said invoice is received and approved by the Washington County Office of Community Development.

7. REVERSION OF ASSETS AND INTERESTS IN PROPERTY

A. Reversion of Assets - In accordance with HUD Regulation 24 CFR, 570.503(b)(7), upon expiration or termination of this agreement the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

B. Real Property - Real property under the City's control that was acquired or improved in whole or in part in excess of \$25,000 will be used to (1) meet its original national objective for the time period specified in Part I Section 3.C of this agreement; or (2) disposed of in a manner that results in reimbursement to the County in the amount equal to the current fair market value less any portions

attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property.

C. Personal Property - Any personal property on hand at the time of the expiration of the project year of this Agreement shall be disposed of in accordance with 24 CFR 85.32.

D. Program Income

- (1) The City shall record the receipt and expenditure of program income as defined in 24 CFR 570.500(a) of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the specific project(s) funded by this Agreement in accordance with the principles of 24 CFR 570.504 (b)(2)(i) and (ii).
- (2) The City may retain program income for the benefit of the specific projects funded by this Agreement, provided it is used in accordance with regulations in 24 CFR 570.504, the provisions of this Agreement, and pursuant to adopted local CDBG program policies. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement.
- (3) Program income on hand when the Agreement expires and received after the Agreement's expiration must be used by the City to meet its original national objective for the time period specified in Part I Section 3.C. of this Agreement. The County may transfer the program income to the City, upon its termination of urban county participation provided the City has become an entitlement grantee and agrees to use the program income in its own CDBG entitlement program.

E. Appraisals, Promissory Note and Trust Deed

- (1) For any real property acquired, constructed or rehabilitated with CDBG funds, the City shall provide the County with an appraisal of the property. The appraisal shall be conducted by a certified appraiser whose services shall be paid for by the City. The purpose of such an appraisal is to: (a) conform to any federal real property acquisition requirements, and/or (b) to establish a baseline figure for the purpose of entering into a promissory note and trust deed as specified below. The appraisal shall be conducted within 45 days of notification to do so by the County.

- (2) City shall execute a Promissory Note and Trust Deed for any facility constructed, acquired or rehabilitated with Community Development Block Grant funds. The Promissory Note and Trust deed shall be executed at such time as required by the County.
- (3) City agrees to comply with all agreements, covenants and restrictions contained in the Promissory Note and Trust Deed, and all applicable federal, state and local regulations during the terms of the Promissory Note and Trust Deed.
- (4) City agrees to pay all escrow fees including all costs associated with the recording of Trust Deed or other legal instruments necessary for the County to protect its interest in the project.
- (5) For infrastructure improvement projects, the City shall only be required to execute a Promissory Note in favor of the County securing compliance with the terms of this Agreement. Upon completion of the project required herein, the County shall surrender the Promissory Note to the City.

8. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- B. Should anticipated sources of revenue not become available to the County for use in the Community Development Program, the County shall immediately notify the City in writing, and the County will be released from all contracted liability for any portion of the Agreement covered by funds not received by the County.

9. AMENDMENTS

This Agreement shall be modified by the parties only upon written amendment signed by each of the parties.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City shall not enter into any contracts assigning any interest under this Agreement without the written approval of the County. Such consent shall be requested 15 days prior to the date of any proposed assignment.
- B. The County shall assume no liability for acts and omissions of contractors or subcontractors employed or hired by the City.

11. INSURANCE

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss of the claim is attributable to the negligent acts or omissions of that party.
- B. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- C. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

12. HOLD HARMLESS AND INDEMNIFICATION

The City agrees to defend, save, hold harmless and indemnify the County, its officers, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from City's own negligence, performance of or failure to perform the obligations of this Agreement and any agreement resulting from this Agreement.

13. CONFLICT OF INTEREST

- A. General – In the procurement of supplies, equipment, construction and services by City, the conflict of interest provisions in 24 CFR 85.36 and 84.42, respectively shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 shall apply.
- B. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement and the County and City shall take appropriate steps to assure compliance.
- C. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provision:

“The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Agreement. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and Washington County.”

14. DEFAULT

- A. Each of the following events shall constitute a default on the part of the City:
- (1) Material noncompliance with the terms of this Agreement, the Award, Promissory Note, Trust Deed or any and all applicable state or federal laws and regulations;
 - (2) Mismanagement or improper use of Award funds;
 - (3) Failure to obligate required funds or to provide work or services required by this Agreement;

- (4) Failure to submit reports, supplying incomplete or inaccurate reports required by Part III herein.

B. Each of the following events shall constitute a default on the part of the County:

- (1) Material noncompliance with the terms of this Agreement, the Award, any and all applicable state and federal laws and regulations;
- (2) Failure to provide funding for projects or services rendered as required by this Agreement.

15. ENFORCEMENT

A. In the event the City is found in default under the terms of this Agreement the County may:

- (1) Withhold any or all of any pending or future payments until the default is cured;
- (2) Terminate or suspend all or part of this Agreement or Award herein in accordance with 24 CFR 85.43;
- (3) Prohibit the City from incurring additional obligations of funds until the County notifies the City in writing that the default is cured;
- (4) Disallow or deny both the use of funds and matching credit of the activity or action not in compliance;
- (5) Take any and all other legal or equitable remedies available.

B. Any costs attributed to the program which were lawfully incurred prior to any suspension or termination will be considered properly incurred. Any costs attributed to the program during or after any suspension or termination are specifically not allowed without express written consent by the County.

16. APPEAL

In the event the County takes an action to enforce the terms of this Agreement, the Award or to enforce compliance with applicable state and federal law, the City may appeal such action in the manner provided in this section as follows:

- (1) The County shall provide the City with written notice of the default and the right to cure, if any;

- (2) The City may pursue an informal appeal by contacting the Manager of the Office of Community Development.
- (3) The City may appeal the informal decision of the Manager by submitting a written objection of the enforcement action directly to the Community Development Policy Advisory Board (PAB).
 - (a) The PAB may consider oral argument, written testimony and any other such evidence it considers relevant to a determination.
 - (b) The PAB shall consider all information and reach a determination based upon the record submitted and prepare a written finding.
 - (c) The PAB, in its discretion may hold a formal hearing. The City shall have the opportunity to provide oral testimony if a hearing is conducted by the PAB. If a formal hearing is not held, the City shall have the opportunity to submit written objections, arguments and other material relevant to its position to the PAB.
 - (d) The findings of the PAB are final and no further appeal is allowed.

17. TERMINATION

- A. This Agreement shall terminate upon any of the following events:
 - (1) Termination following default as defined previously;
 - (2) The failure by the County to provide funding for services rendered as required by this Agreement;
 - (3) The unavailability of Block Grant funds from either the federal government or through the County.
 - (4) Termination for convenience by either party pursuant to 24 CFR 85.44.
- B. This Agreement will terminate upon thirty (30) days written notice by the County in the event funding is no longer available.
- C. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain with the County. The regulations relating to reimbursement of Block Grant funds shall be applicable to the City for expended funds in accordance with HUD Regulation 24 CFR, 570.503(b)(7) and Part I, Section 7 herein.

- D. The City shall reimburse the County for any and all funds expended in violation of the terms of this Agreement, state or federal law.

18. PROHIBITION ON THE USE OF DEBARRED CONTRACTORS

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5. The City shall not make any award at any tier to any party which is debarred, suspended or excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

19. APPLICABLE LAW, VENUE, ATTORNEY FEES AND COSTS

This Agreement shall be governed by the laws of the State of Oregon and federal law. Any action or suit commenced in connection with this Agreement shall be in the Circuit Court of Washington County. The prevailing party, either in Circuit Court or on appeal, shall be entitled to reasonable attorney fees and costs and disbursements as awarded by the Court.

20. EXTENSIONS

If, in the determination of the Office of Community Development (OCD), a time extension is necessary or appropriate, an extension of the term of this Agreement for an additional period may be granted to the City by the County's Office of Community Development provided the City requests such an extension, in writing, at least four (4) weeks prior to the last expiration date contained in this Agreement. Additional extension(s) may be granted by the OCD Program Manager in case of extenuating circumstances.

21. SURVIVAL

The terms, conditions, representations, obligations and warranties set forth in this Agreement shall survive the termination or expiration of this Agreement.

PART II. FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. The City shall comply with all applicable uniform administrative requirements, as described in 24 CFR 570.502

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City shall comply with the requirements of the 24 CFR Part 85.36 relating to bonding, insurance and procurement standards; and with Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) regarding nondiscrimination bid conditions for projects over \$25,000.
- B. The City agrees to submit copies of all contracts, agreements, plans, specifications and change orders related to the project to the County's Office of Community Development in a timely manner. No plan specification or change order shall be used or implemented if it increases the total project cost without approval from the Office of Community Development.
- C. The City shall make available to each contractor bidding on any activity under this Agreement a listing of minority business enterprises (MBEs).

3. ENVIRONMENTAL REVIEW

- A. The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County shall require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR, Part 58.
- B. The City shall not proceed with the acquisition of real property, any construction activities, or commit any choice limiting action under this Agreement until there is satisfaction of all applicable requirements of the National Environmental Policy Act.
- C. Other Environmental Compliance Requirements:

- (1) Historic Preservation. The City shall meet the historic preservation requirements of the National Historic Preservation Act of 1966 (Public Law 89-665) and the Archeological and Historic Preservation Act of 1974 (Public Law 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.
- (2) National Flood Insurance. The City shall not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202 (a) of the Flood Disaster Protection Act of 1973 (42 USC 400(a) and 4106) and the regulations thereunder (44 CFR Chapter 1, Subchapter B, and 24 CFR, Section 570.605).
- (3) Air and Water Pollution. The City shall comply with the provisions of the Clean Air Act, as amended (42 USC Section [1857] 7401 et seq.) and the regulations issued thereunder (40 CFR Part 15) and the Water Pollution Act, 33 U.S.C. 1251 et. seq.
- (4) Lead-Based Paint Poisoning. Pursuant to 24 CFR, 570.608 the City shall comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35, subparts A,B,J,K, and R) issued pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended, (42 USC Section 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) requiring prohibition of the use of lead-based paint whenever funds under this Agreement are used directly or indirectly for acquisition, construction, rehabilitation, or modernization; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
- (5) Endangered Species Act. The City shall comply with the provisions of the Endangered Species Act of 1973, as amended (16 USC Section 1531 et seq.), particularly Section 7 of the regulations thereunder (50 CFR Part 402).

4. NONDISCRIMINATION

- A. General. The City shall comply with all federal, state and local laws prohibiting discrimination on the basis of race, color, national origin, religion, gender, familial status, age or disability. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 "as amended"; Civil Rights Act of 1964, Title VI (42 USC 2000d et seq.) and implementing regulations at 24 CFR 1; Civil Rights Act of 1968, Title VIII (42 USC 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60); Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u); and Section 504 of the Rehabilitation Act of 1973, (29 USC 794); Americans With Disabilities Act (ADA) (42 USC 12101); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.). Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD regulations at 24 CFR 570.602 and 24 CFR Part 6 and shall take such affirmative and corrective actions as required by the regulations at 24 CFR Part 6. These requirements are summarized in the following paragraphs:
- (1) Program Benefit. The City shall not discriminate against any resident of the project service area by denying benefit from or participation in any Block Grant funded activity on the basis of race, color, national origin, religion, gender, familial status, age or disability. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Section 109, Housing and Community Development Act of 1974; Age Discrimination Act 1975; Americans With Disabilities Act (ADA) (42 USC 12101); Section 504, Rehabilitation Act of 1973.)
 - (2) Fair Housing. The City shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the Federal Government. The City shall comply with the Civil Rights Act of 1964 (42 USC 2000(d) et. seq. and implementing regulations in 24 CFR part 1, and the Fair Housing Act 42 USC 3601 – 3620) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations in 24 CFR part 107.
 - (3) Employment.
 - (a) In all solicitations under this Agreement the City shall state that all qualified applicants will be considered for employment. The words, "Equal Opportunity Employer" in all advertisements shall constitute compliance with this Section.
 - (b) The City shall not discriminate against any employee or applicant for employment in connection with the Agreement because of race, color,

Ccfnr_5-2012

national origin, religion, gender, familial status, age or disability, except when there is a bona fide occupational limitation. The City shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. 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. The City shall comply with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity); Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations) and the implementing regulations at 41 CFR chapter 60; and Section 504 of the Rehabilitation Act of 1973; Americans With Disabilities Act (ADA) (42 USC 12101); and the Age Discrimination Act of 1975.)

- (c) This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the funding approval.
- (4) Persons With Disabilities. As required by 24 CFR, Part 8.51 the City shall conduct a self-evaluation and take corrective action to ensure reasonable accommodation in programs and services to persons with disabilities. The City shall provide County with a completed self- evaluation checklist, in the form set forth in County's CDBG Procedures Manual.
- (5) Contractors and Suppliers
 - (a) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall discriminate in the sale of materials, equipment or labor on the basis of race, color, national origin, religion, gender, familial status, age or disability. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting, transfer, layoff, termination, pay rate, and advertisement for

employment. (Executive Order 11246 as amended; and Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975.)

- (b) To the greatest extent feasible, the City shall purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by the Block Grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

- B. In the event of noncompliance by the City with any nondiscrimination provisions of this Agreement, the County shall have the right in whole or in part to terminate this Agreement in accordance with Part I, Section 15.

5. PROPERTY MANAGEMENT

The City, as a subgrantee, agrees that any property, equipment, or supplies purchased wholly or in part with program funds shall be managed under the same guidelines applicable to the County, pursuant to 24 CFR Part 85.

6. LABOR STANDARDS

- A. The City shall require that project construction and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276(a)-276(a)(5), and that they comply with the Copeland "Anti-Kickback" Act, as amended (40 U.S.C. 276(c) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as further prescribed at 29 CFR Parts 1, 3, 5, 6 and 7; provided that this section shall not apply to rehabilitation of residential property designed for residential use by less than eight units.
- B. A copy of the current Davis-Bacon wages must be included in all construction bid specifications and/or contracts over \$2,000.
- C. If the Project constitutes a public work as defined in ORS 279C.840, unless the Project is otherwise exempt, City shall require and ensure that all of its agreements with and between contractors and subcontractors contain provisions:
 - (a) requiring compliance with ORS 279C.840;
 - (b) stating the existing state prevailing wage rate and, if applicable, the federal prevailing rate of wage required under the Davis bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for public

Ccfnr_5-2012

works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract;

(c) requiring that workers not be paid less than the specified minimum hourly rate of wage in accordance with ORS 279C.838;

(d) stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided under ORS 279C.825 pursuant to the administrative rule of the commissioner; and

(e) requiring the contractor and every subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836(7) or (8).

7. ACQUISITION AND RELOCATION

A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement shall comply with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 amended as Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (hereinafter referred to as the Uniform Relocation Act) (42 USC 4601 et seq.) and the Regulations at 24 CFR Part 42 as amended effective April 2, 1987.

B. Any displacement of persons, business, nonprofit organizations or farms as a result of acquisition of real property assisted under this Agreement shall comply with Title II of the Uniform Act and the regulations at 24 CFR Part 42. The City shall comply with the regulations pertaining to relocation at 24 CFR Section 570.606 and the Washington County CDBG Program Policies.

8. ARCHITECTURAL BARRIERS

Any building or facility designed constructed or altered with CDBG funds, and that meets the definition of a "residential structure" as defined in 24 CFR 40.2 or the definition of a "building" as defined in 41 CFR 101-19.602(a), shall comply with the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101.19.6, for general type buildings, and the provisions of the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).

9. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City shall comply with the provisions of the Hatch Act (5 USC Chapter 15).

10. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant funding made available under this Agreement shall not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

11. PUBLIC INFORMATION

All written materials (reports, brochures, promotional or informational items), news releases, and other public notices produced by or for the City shall acknowledge the source of funding as being derived from the Department of Housing and Urban Development and provided through the Washington County Community Development Block Grant Program.

12. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and Uniform Administrative Requirements of OMB Circulars A-87, a-110 (Implemented at 24 CFR part 84), A-122, A-133 (Implemented at 24 CFR part 45), and A-128 (Implemented at 24 CFR part 44). The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR 570.502.

13. CERTIFICATION REGARDING LOBBYING

The City certifies, by affixing its authorized signature(s) to this agreement that, to the best of the City's knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the entering into this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this cooperative agreement.

- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Available through the Office of Community Development.)
- C. The City shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

14. CERTIFICATION REGARDING USE OF EXCESSIVE FORCE

The City in accordance with Section 519 of Public Law 101-144, 1990 HUD Appropriations Act, certifies by affixing its authorized signature(s) to this agreement that the City will not use excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

15. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

The City shall comply with the provisions in 24 CFR 570.613 pertaining to the eligibility restrictions for certain newly legalized aliens described in 24 CFR part 49.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the County, federal or state officials so authorized by law during the performance of this Agreement and during the period of records retention specified in this Part III at paragraph 4.

B. The City shall be responsible for meeting the audit requirements established in the U.S. Office of Management and Budget Circular A-133. Upon request of the County's Office of Community Development, the City shall be required to provide audit information relative to any project or activity funded under the terms of this Agreement.

3. RECORDS

In the event the City sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD regulations, the City shall compile and maintain records as indicated:

A. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Agreement in accordance with the provisions of 24 CFR Part 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded Block Grant projects.

C. Relocation - City recordkeeping must comply with the Uniform Act implementing regulations at 24 CFR Part 42. Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload must be kept.

D. Real Property Acquisition

1. If the City acquires real property by exercising its power of eminent domain, City acquisition files must contain the following records:
 - (a) Identification of property and property owners.
 - (b) Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable CDBG project number.
 - (c) Notice of Intent to Acquire the Property - A copy of the notice (including owner's rights), citation of the date of transmittal to owner, and evidence of receipt by the owner. If tenants are involved, then a general notice must also be issued to all affected tenants.
 - (d) Preliminary Acquisition Notice - A citation of the date of transmittal to the owner and evidence of receipt by owner.
 - (e) Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - (f) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
 - (g) Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - (h) Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner. This date is the initiation of negotiations and triggers the relocation requirement of making a "Notice of Displacement".
 - (i) Statement of the Basis for the Determination of Just Compensation - A copy of the statement and an indication that it was delivered to the owner with written purchase offer.

- (j) Purchase Agreement, copy of recorded Deed, Declaration of Taking, Title Report, Title exceptions - A copy of each such document and any similar or related document utilized in conveyance.
- (k) Settlement Cost Reporting Statement - A signed copy of the statement.
- (l) Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- (m) Copy of any appeal or complaint and City response.

2. If the City opts not to exercise its power of eminent domain and acquires real property through voluntary acquisition, City acquisition files must contain the following records:

- (a) Identification of property and property owners.
- (b) Letter sent to Seller (prior to City making an offer on the property) which states:
Federal CDBG funds may be used on this project.
The Buyer has the power of eminent domain but will not use its power of eminent domain to purchase the property.
Seller is not eligible for benefits under the URA under this type of voluntary acquisition.
The current appraised value of the property, or other indication of fair market value approved in advance by the County.

The seller must sign, date, and return the letter, thus documenting receipt.
- (c) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
- (d) Purchase Agreement, copy of recorded Deed, Declaration of Taking, Title Report, Title exceptions - A copy of each such document and any similar or related document utilized in conveyance.
- (e) Purchase of Price Receipt - Evidence of owner receipt of purchase price payment.
- (f) Either:
 - 1. Documentation that no tenants were affected by the sale; or
 - 2. Copy of General Information Notices sent to tenants and evidence of delivery of said notices.

(g) Evidence that the property is not part of a designated project area where substantially all the properties in the area will be purchased within a specified timeframe. The documentation must also show that the City does not require a specific site for the program or activity; instead, the documentation must show that the City is willing to consider alternative sites.

- E. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefitted from, the activities carried out under this Agreement. The City shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records shall be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR Part 570.605.
- G. Miscellaneous Records - The City shall maintain such other records as may be required by the County and/or HUD.

4. RETENTION OF RECORDS

As required in 24 CFR 85.42, required records shall be retained for a period of four (4) years following the date of the submission of the final grantee performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings shall be retained for four (4) years or until such audit findings have been resolved, whichever is later.
- B. Records for Real Property and Equipment shall be retained for four (4) years after its final disposition. The retention period starts from the date of disposition, replacement, or transfer at the direction of the County. Equipment is defined in 24 CFR Part 85.32 and real property is defined in 24 CFR Part 570.505.
- C. Records for any displaced person shall be retained for four (4) years after such person has received final payment.

5. ACCESS TO RECORDS

As required in 24 CFR 85.42(e), for so long as records are retained by the Agency, the County, The Comptroller General of the United States, or any of their

Ccfnr_5-2012

authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of Agency which are pertinent to this Agreement in order to make audits, examinations, excerpts and transcripts.

PART IV. SPECIAL CONDITIONS

1. The City shall execute this agreement no later than 30 days following the date of the County's letter of transmittal.
2. The City shall make available to the County's Office of Community Development, a draft copy of the Bid Specifications (including drawings, if applicable). At a minimum, the draft specifications shall include: the date of bid solicitation; date of bid opening or final date of phone solicitations, as applicable; proposed work activities; and anticipated award date. In addition, the City will provide a written construction cost estimate and a projected start of construction.
3. The City shall make available to the Office of Community Development a copy of the following documents: Final Bid Specifications (including drawings, if applicable); all signed contract documents between the City and the Contractor; the City's Notice to Proceed; all required bonds obtained by the contractor; and a projected schedule for each of the activities.
4. In accordance with Part I, Paragraph 1.B., the following covenants are deemed not applicable and are expressly deleted:

PART V. EXHIBITS

- A. Project Description, Scope of Activities and Anticipated Accomplishments
- B. Authorized Signature Card
- C. Budget Summary

PROJECT DESCRIPTION, SCOPE OF ACTIVITIES
AND ANTICIPATED ACCOMPLISHMENTS
2012-2013 CDBG Program Year

- I. Federal Award Information
A. Federal Award Number: B-12-UC-41-0002
B. CFDA #:14.218
C. Amount of Federal Funds: See III.E. below

The Federal Award Information shown above must be passed on to any subaward made under this contract.

- II. Washington County Project Number and Title:

CDBG Project #4228 City of Sherwood, Marjorie Stewart Senior Center Restroom and Lobby Improvements

- III. Description of: Project, Activities, Anticipated Accomplishments, Low and Moderate or Other Target Group Beneficiaries.

- A. Nature and Purpose of the Project:

There are a series of accessibility (ADA) upgrades that need to be done to the building to better serve both people with disabilities, but also the older population that simply needs a little more assistance. The existing restrooms do not meet current ADA requirements and the finishes are dated. The current code requires increased maneuvering clearances in the fully accessible stalls as well as at the restroom entrance doors. In addition, under the 2010 Oregon building code, a new building of this size would require a unisex restroom.

The floors in the lobby area are exposed aggregate and are cold, unwelcoming, and not an appropriate floor finish for this type of facility and the clients who access services here. The proposed project would upgrade the restrooms and lobby area floor finish to make the senior center more accessible and functional.

- B. Proposed Location or Impact Area(s):

21907 SW Sherwood Blvd., Sherwood, OR 97140

- C. Duration/Timing of the Project:

July 1, 2012 – June 30, 2013

- D. Number of Low and Moderate Income or Target Group Beneficiaries:

360 low-income persons

- E. Component Activities (CDBG vs. Others):

CDBG = \$179,600 Agency = \$41,663

F. Quantitative Projections for CDBG Component Activities (in units, linear feet, square feet, etc.) for all acquisitions, construction, reconstruction, rehabilitation, etc.:

CDBG Funds will be used to pay for legal and public notices, architectural and engineering, and construction costs for the project.

APR 23 2012

Project No. 4228
Project Year Funded 12-13

AUTHORIZATION SIGNATURE CARD

Project Name Marjorie Stewart Senior Center - Restrooms & Lobby
Applicant's Name City of Sherwood Renovations
Address 22560 SW Pine St.
City, State, Zip Sherwood OR 97140
Telephone Number 503-625-4210

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document

NAME	SIGNATURE
<u>Kristen Switzer</u>	<u>[Signature]</u>
<u>CRAIG GIBSONS</u>	<u>[Signature]</u>
<u>Julie Blums</u>	<u>Julie Blums</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify that the signatures above are of the individuals authorized to execute financial documents.

4-17-2012
Date

[Signature]
Signature of Authorized Official
Tom Pessemier
City Manager Pro Tem
Title of Authorized Official

Project Number: 4228
 Project Year (funded): 12-13

Budget Summary (2 page form - see Excel tabs)

Project Title: Marjorie Stewart Senior Center- Restroom & Lobby Improvements
 Legal Name of Entity: City of Sherwood
 Address: 22560 SW Pine Street City: Sherwood State: OR Zip: 97140

**I. BUDGET LINE ITEMS:
 A. Personnel Services**

1. No. of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to CDBG
2	Project Management	\$20,831.00	\$0.00
5. Subtotal		\$20,831.00	
6. Extra Help/Overtime			
7. Fringe Benefits		\$20,832.00	
8. TOTAL PERSONNEL COSTS		\$41,663.00	\$0.00
B. Materials and Supplies		Materials and Services	Portion Chargeable to CDBG
9. Office Supplies			
10. Operating Supplies			
11. Communications			
12. Travel and Training			
13. Legal & Public Notices		\$500.00	\$500.00
14. Professional Services		\$22,629.00	\$22,629.00
15. Construction Contracts		\$152,512.00	\$152,512.00
16. Other: Specify- Permits		\$3,959.00	\$3,959.00
17. TOTAL MATERIALS AND SERVICES		\$179,600.00	\$179,600.00

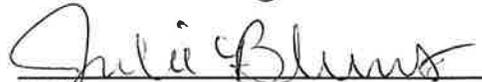
C. CAPITAL OUTLAY	Total Capital Outlay	Portion Chargeable to CDBG
18. Capital Outlay:		
Quantity Item		
19. Real Property Acquisition		
20. TOTAL CAPITAL OUTLAY	\$0.00	\$0.00
	21. Total Project Cost	22. Total CDBG Award
	\$221,263.00	\$179,600.00
II. SOURCES OF PROJECT FUNDING		
1. Federal		
2. State		
3. Local Cash	\$5,000.00	
4. County		
5. In-Kind Service and Supply	\$36,663.00	
6. Other (detail)		
7. Subtotal	\$41,663.00	
8. Community Development Block Grant	\$179,600.00	
9. TOTAL PROJECT COST	\$221,263.00	

III. AUTHORIZATION

4/16/12
 Date

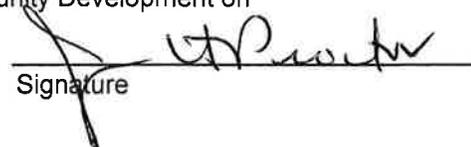

 Authorized Signature for Project

4-16-12
 Date


 Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Washington County Office of Community Development on

May 9, 2012 by Jennie H. Proctor

 Signature

CDBG Project #4228 City of Sherwood Marjorie Stewart Senior Center

PROMISSORY NOTE
for Facilities (>\$25,000 AWARD)

\$179,600.00
Amount

_____, 2012

This Promissory Note ("Note") is by and between City of Sherwood, a municipality of the State of Oregon (the "Maker") and Washington County, a political subdivision of the State of Oregon, acting by and through the Office of Community Development (the "Holder").

RECITALS

Whereas, Holder and Maker executed a project agreement dated _____ ("Project Agreement"), wherein Holder awarded Maker a Community Development Block Grant ("CDBG") grant in the amount of One Hundred Seventy-nine Thousand Six Hundred dollars (\$179,600.00) ("CDBG Award") for the purposes set forth in the Project Agreement; and

Whereas, as a condition of the Project Agreement, Maker must execute a Promissory Note and Trust Deed to secure the CDBG funds; and

Whereas, under 24 CFR Ch. V §570.503 (the "Regulation"), any real property acquired with CDBG funds must be used for one of the national objectives set forth in 24 CFR ch. V §570.208 or be disposed of in a manner that results in Holder being reimbursed for the fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the Property, which requirements are set forth below.

Now therefore, Maker agrees as follows:

1. Agreement

Maker promises to pay to Holder an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds (hereinafter referred to as "Proportionate Share") or (\$179,600.00), which ever is greater, upon the happening of any Event of Default herein described, in consideration of its receipt of the CDBG Award.

2. When Due

This Note is without interest and shall be canceled, and the Trust Deed securing it shall be satisfied on June 30, 2033, if no Event of Default, as defined in paragraph 3, has occurred; provided, however, that this Note is immediately due and payable upon any Event of Default. No waiver of this paragraph shall occur unless evidenced in writing.

3. Events of Default

- A. Any and all of the following will be considered to be events of default ("Events of Default"):
- (1) Any default or breach of any term or condition of this Note, the Project Agreement (referenced in the above Recitals), or the Trust Deed securing this Note (after expiration of all applicable cure periods) prior to cancellation of this Note. All terms and conditions of the Project Agreement and the Trust Deed securing this Note are incorporated herein by this reference.
 - (2) Any sale or transfer of, or attempt to sell or transfer, the Property without Holder's consent, which consent shall not be unreasonably withheld so long as the transferee is an eligible nonprofit corporation providing services similar to those provided by Maker; or
 - (3) Discovery that Maker failed to disclose any fact material to the making of the CDBG Award or that Maker made a material misrepresentation in connection with the CDBG Award.

4. Proportionate Share

- A. As set forth in Exhibit A, which is incorporated herein by this reference, Holder's Proportionate Share is 17.2%. Maker agrees that if, for any reason, Holder's entitlement to the Proportionate Share upon the happening of and Event of Default is invalidated, Holder shall be entitled to receive, or may elect to receive, the full amount of the CDBG Award (\$179,600.00) plus interest at the legal rate in effect at the time of invalidation, running from the date of any Event of Default until paid.
- B. Fair Market Value. For purposes of this Note, Fair Market Value shall be calculated, at Holder's option, as follows: In the case of a sale of the Property, the greater of the sale's price of the Property or the appraised value thereof at the time of sale as determined at Maker's expense by an appraiser reasonably satisfactory to Holder; or, in the case of a breach of any other term or condition, the appraised value of the Property as determined at Maker's expense by an appraiser reasonably satisfactory to Holder:
- (1) Less, the outstanding principal and interest of any loans secured by liens against the Property having priority over the Trust Deed securing this Note; and
 - (2) Less, the actual reasonable costs of sale (if sold), such as real estate commission, real property transfer taxes, escrow fees, recording fees and title insurance premiums.

CDBG Project #4228 City of Sherwood Marjorie Stewart Senior Center

- C. Future Capital Improvements. Subject to Sections 4.C.(1), if the Maker makes future capital improvements to the Property, Holder's Proportionate Share will be reduced in accordance with Section 4.D.
- (1) Before making any capital improvements to the Property for which the Maker intends to claim credit under this Section 4.C., the Maker must first obtain Holder's written consent to the proposed improvements, which consent Holder agrees not to unreasonably withhold. If Maker fails to first obtain Holder's consent, Holder shall have the right to waive this requirement, in its sole discretion.
- D. Proportionate Share Recalculation. The reduction in Holder's Proportionate Share will be determined by discounting the cost of the future improvement to its value in 2012 dollars and then adjusting the fraction that determines Holder's Proportionate Share, as more specifically set forth as follows:
- (1) The cost of the future capital improvement will first be determined (the "Future Cost"). The Future Cost may only include sums attributable to capital expenditures and may not include sums spent on ongoing maintenance or other noncapital expenditures such as real property taxes, legal and professional fees and the like. If the Maker pays below market cost for materials or labor used in completing a capital improvement, the fair market value, rather than the actual costs incurred, for the materials or labor, or both, as applicable, will be included in the Future Cost.
 - (2) The Future Cost will then be reduced to its value in 2012 dollars, by discounting the Future Cost by the average annual rate of increase in the Consumer Price Index between the year in which the Future Cost is incurred and 2012 (the "2012 Value Cost"). For the purposes of this Note, "Consumer Price Index" means the index published by the United States Bureau of Labor Statistics of the United States Department of Labor and entitled U.S. City Average--All Items and Major Group Figures for All Urban Consumers (CPI-U) (1982-84 = 100), or the nearest comparable data on changes in the cost of living if such index is no longer published.
 - (3) The 2012 Value Cost will then be added to the denominator of the fraction set forth in Exhibit "A," and rounded to the nearest one thousand dollars. Unless further adjusted in accordance with this Note because of additional future capital improvements, the new value of that fraction will then serve as Holder's Proportionate Share for the purposes of this Note.

CDBG Project #4228 City of Sherwood Marjorie Stewart Senior Center
Example (based on initial projected Proportionate Share): In 2020, the Maker makes a capital improvement to the Property whose Future Cost equals \$50,000.00. Between 2010 and 2020, the average annual increase in the Consumer Price Index was 10%. The 2010 Value Cost of the Future Cost would therefore equal \$19,000. The 2020 Value Cost would be added to the denominator of the fraction set forth in Exhibit "A."

5. POLICY AGAINST TRANSFER

The CDBG Award is subsidized by public funds and is intended solely for the benefit of the Maker and for the purposes set forth in the Project Agreement. The Maker understands that the CDBG Award as evidenced by the Project Agreement is not intended to be of a direct benefit to any transferee as the result of any subsequent transfer. It is, therefore, intended that no sale or transfer of any of the real or personal property securing this Note will be made without the prior written consent of Holder.

6. DUE ON SALE OR TRANSFER

UNLESS HOLDER HAS GIVEN ITS PRIOR WRITTEN CONSENT, THIS NOTE IS DUE AND PAYABLE IMMEDIATELY UPON SALE OR TRANSFER (OR ANY ATTEMPTED SALE OR TRANSFER) OF ALL OR ANY INTEREST OR INTERESTS OF WHATEVER NATURE IN, THE PROPERTY OR OTHER COLLATERAL SECURING THIS NOTE OR ANY PART THEREOF.

7. DEFINITION

As used herein, sale or transfer shall include within its meaning, any transfer by deed or assignment, any contract for the sale of the property over time, any assumption of the CDBG Award by a transferee of the Maker, any assignment for the benefit of creditors, any option to purchase, the appointment of a receiver, a foreclosure of any nature, any gift, any transfer of a general partnership interest where the Maker is a partnership, any sale or transfer of a controlling interest in stock by a corporate signatory, any corporate dissolution, or any dissolution or winding-up of partnership affairs if Maker is a partnership. Included within the above meaning is any attempt to sell or transfer. The terms sale or transfer shall not include any transfer by way of subordinate encumbrance or by way of a lease which does not contain an option to purchase.

Acceleration of the Note and all other indebtedness secured by the Trust Deed and the Project Agreement securing this Note upon any sale or transfer without the Holder's written consent is automatic, except as provided in these documents and is subject to no exceptions except as follows: Holder may, in its sole discretion, permit sale or transfer prior to actual sale or transfer, or may waive acceleration after sale or transfer only in accordance with Holder's requirements pertaining to the particular program pursuant to which the CDBG Award was made available. Such waiver must be effected and evidenced by way of written agreement between Holder and

CDBG Project #4228 City of Sherwood Marjorie Stewart Senior Center
the proposed transferee of the Maker which provides that the transferee's credit is satisfactory to Holder.

8. OPTION TO PAY CHARGES

If the Maker breaches any covenant in the Trust Deed or this Note which breach is for failure to timely and properly pay any tax, lien, assessment, charge, or insurance premium related to the Property when due, Holder shall have the option to pay the same and any payment made shall be added to the principal balance of this Note and shall be secured by the Trust Deed, and such payment shall thereby become a lien upon the Property. No payment pursuant to the preceding sentence shall be a waiver of any default.

9. INTEREST AFTER JUDGMENT

If this Note is reduced to judgment, any judgment or decree will bear interest at the rate which Oregon law permits for interest on judgments.

10. TIME OF THE ESSENCE

Time is of the essence for this Note.

11. NON-WAIVER

Failure to exercise any right Holder may have or be entitled to in the event of any Event of Default hereunder shall not constitute a waiver of such right or any other right in the event of any subsequent Event of Default.

12. GOVERNING LAW

This Note shall be governed by and construed in accordance with the laws of the State of Oregon.

13. ATTORNEY FEES

In case suit or action is instituted to collect this Note or any portion hereof, the prevailing party shall receive from the losing party in such suit or action such additional sum as the court may adjudge as reasonable attorney's fees, expenses, and costs in said suit or action, or on any appeal therefrom, including, but not limited to, those fees and expenses permitted or defined by statutory law, and including without limitation all fees and expenses incurred at trial, on appeal, on petition for review, arbitration, mediation and in bankruptcy proceedings.

CDBG Project #4228 City of Sherwood Marjorie Stewart Senior Center

14. SECURITY; NON-RECOURSE

- A. This Note is secured by the Trust Deed between the undersigned corporation as Grantor, Washington County Counsel as Trustee and Washington County as Beneficiary.
- B. This Note is without recourse and shall be canceled, and the Trust Deed securing it shall be satisfied, if none of the events accelerating immediate payment as above described occur within the applicable time periods set forth in this Note, the Trust Deed and the Project Agreement.

15. MISCELLANEOUS

In construing this Note it is understood that the references to the undersigned include singular and plural, as the case may be, and include any transferee (to the extent permitted). This Note applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The Recitals are a material part of this Agreement. The Maker hereby waives demand, protest, presentment, notice of nonpayment, notice of protest, and notice of dishonor.

Dated this _____ day of _____, 2012.

Maker: City of Sherwood
an Oregon Nonprofit Corporation

By: _____

Title: _____

By: _____

Title: _____

CDBG Project #4228 City of Sherwood Marjorie Stewart Senior Center

EXHIBIT "A"

RATIO OF EXPENDITURES - PROPORTIONATE SHARE

City of Sherwood vs CDBG Funds:

<u>Assessed Value:</u>	<u>Agency</u>	<u>Total</u>	<u>CDBG</u>	<u>Proportionate Share</u> <u>(CDBG / Total =)</u>
\$1,004,802	\$41,663	\$1,046,465	\$179,600	17.2%

Ratio of Expenditures:

Agency: 82.8%

County: 17.2%

After Recording Return To:
Office of Community Development
Mail Stop #7

TRUST DEED with Assignments of Rents

“THIS TRUST DEED is made this _____ day of _____, by and among City of Sherwood ("Grantor"), Washington County Counsel, ("Trustee") and Washington County, a municipal corporation of the State of Oregon currently acting by and through the Office of Community Development ("Beneficiary).”

The Grantor, in consideration of a One Hundred Seventy-nine Thousand Six Hundred dollars (\$179,600.00) Community Development Block Grant (“CDBG”) award ("Award") does convey to the Trustee in trust, and any successor of the Trustee, the following real property ("Property") situated in the County of Washington, State of Oregon, and described as follows:

See attached Exhibit "A."

Together with all rents, issues, profits, and all fixtures now or hereafter attached to or used in connection with the above-described property ("Property") at the time of the execution of this Trust Deed or at any time during the term of this Trust Deed; to have and to hold the Property as so described until such time as all obligations set forth in the Promissory Note from Grantor to Beneficiary, of even date (“Promissory Note”), are extinguished and all conditions of the project agreement, dated _____, between the Grantor and Beneficiary, (“Project Agreement”) as well as the conditions of this Trust Deed, are satisfied.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LWAFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

This conveyance is intended to secure: (a) the obligations set forth in the Promissory Note given by Grantor to Beneficiary on _____, 2012 as well as any and all extensions, renewals, and

modifications of the Promissory Note; and (b) performance by Grantor, its successors, and assigns of the restrictions and obligations set forth in the Project Agreement.

All of Grantor's obligations under the Promissory Note and the Project Agreement will terminate on June 30, 2033 unless on that date an Event of Default has occurred and not been cured.

The Grantor covenants:

(1) Title: That Grantor is the legal owner of the property and now has a valid fee simple title thereto, and that the Grantor will warrant and defend said title against the claims and demands of all other persons.

(2) Performance: That for all times that there remains any obligations under this Trust Deed, the Promissory Note, or the Project Agreement, Grantor shall abide by, and shall timely perform, any and all covenants and conditions.

(3) Pay Liens, Taxes, and Assessments: That Grantor will, so long as this Trust Deed remains in force, keep the Property free from construction liens and will timely pay all taxes, assessments, charges, or liens that may be levied or assessed upon the Property, before any tax, assessment, or lien becomes due or delinquent and before commencement of any foreclosure or collection proceedings which may threaten the security of this Trust Deed.

(4) Maintain Property: That Grantor will keep all the improvements erected on said premises in good order and repair and will not permit or cause any waste of the property.

(5) Insurance: That Grantor will, for all times during the period there remains any indebtedness under the Note, or any other indebtedness secured by this Trust Deed, keep improvements now existing or hereafter erected on the property insured against loss or damage by fire, on an all risk form, including earthquakes, floods or flooding, in a form acceptable to Beneficiary, and with loss payable to the Beneficiary, in an amount acceptable to Beneficiary in a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary with a standard lender's loss payable clause naming County as loss payee, and will deliver all the policies and renewals to the Beneficiary. Grantor agrees that any insurance proceeds payable under a policy or policies shall be paid directly to Beneficiary. If Beneficiary, by reason of such insurance receives any money for loss or damage, such insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition and usability or replacement of the same with equivalent or more suitable improvements. Using such insurance proceeds, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/or improvements with a new building and/or improvements on the premises of a quality and usefulness for the Project described in the application submitted by Grantor for the CDBG funds and plans associated therewith, at least equivalent to, or more suitable than, the building and/or improvements which were damaged. Grantor agrees that it will comply with the requirements of the Beneficiary as to the purchase and maintenance of flood insurance, as those requirements are established by the policies and requirements of the Beneficiary. It is the Grantor's responsibility to maintain the above insurance coverage until the Note secured by this Trust Deed is satisfied. Nothing in this paragraph shall be construed to mean that Grantor's obligations under this Trust Deed shall be altered or discharged due to the existence of insurance coverage. Beneficiary does not need to await payment of, or resolution of litigation as to, insurance proceeds before seeking any other remedy.

(6) Further Encumbrance: Grantor agrees to obtain Beneficiary's written consent prior to placing or allowing any further liens or encumbrances on the Property, which consent shall not be unreasonably withheld provided that such liens or encumbrances are subordinate to this Trust Deed.

(7) Sale or Transfer: Grantor further agrees to obtain Beneficiary's written consent to sell or transfer the Property as further described below.

FAILURE TO ABIDE BY COVENANTS

A failure by the Grantor to perform the covenants and conditions in this Trust Deed, or Grantor's failure to comply with the terms and conditions of any Project Agreement, Promissory Note, or Declaration of Restrictive Covenants shall constitute a default of this Trust Deed.

RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of any default, Trustee or Beneficiary may exercise any one or more of the following rights and remedies:

(1) Beneficiary may declare any and all obligations under the Promissory Note immediately due and payable, and this Trust Deed may be foreclosed at any time thereafter.

(2) The Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

(3) Beneficiary shall have the right to take possession of the Property described above and collect the rents, issues, profits, and revenues and apply the net proceeds, over and above Beneficiary's costs, against the indebtedness secured hereby or due hereunder.

(4) Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the rents, issues, profits and revenues from the Property and apply the proceeds, over and above the costs of the receivership, against the obligations secured hereby or due hereunder. The receiver may serve without bond, if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the obligation secured hereby or due hereunder by a substantial amount. Employment by Beneficiary or an assignee of Beneficiary shall not disqualify a person from serving as a receiver.

(5) In the event Grantor remains in possession of the Property after it is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant-at-will of Beneficiary for the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(6) Trustee and Beneficiary shall have any other right or remedy provided in this Trust Deed, the Promissory Note, the Project Agreement or any other instrument delivered by Grantor in connection with the Award or available at law, in equity or otherwise. Beneficiary's remedies in this Trust Deed are in addition to, and not in lieu of, any other remedies provided by law.

FAILURE TO DISCLOSE

The Beneficiary is authorized by the Grantor to declare, at its option, the obligations under the Promissory Note immediately due and payable upon the Beneficiary's discovery of the Grantor's failure to disclose any fact material to the making of the Award.

POLICY AGAINST TRANSFER

The Award secured by this Trust Deed is subsidized by public funds and is intended solely for the benefit of the Grantor for the specific purpose identified in the Project Agreement. It is therefore intended that no sale or transfer of any of the real or personal property securing this Trust Deed shall occur without the express written consent of the Beneficiary, which consent will not be unreasonably withheld.

DUE ON SALE OR TRANSFER

THE AWARD SECURED BY THIS TRUST DEED, OR ANY OTHER INDEBTEDNESS OR OBLIGATION SECURED BY THIS TRUST DEED, IS DUE AND PAYABLE IMMEDIATELY UPON SALE OR TRANSFER (OR ANY ATTEMPTED SALE OR TRANSFER) OF GRANTOR'S INTEREST IN THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF BENEFICIARY.

Beneficiary may permit a sale or transfer prior to actual sale or transfer, or may waive acceleration after sale or transfer only in accordance with Beneficiary's requirements pertaining to the particular program pursuant to which the Award was made available. Such waiver must be effected and evidenced by way of written agreement between Beneficiary and the proposed transferee of the Grantor.

DEFINITION OF "SALE OR TRANSFER"

As used herein, "sale or transfer" means any transfer of the Property or an interest in the Property. This includes within its meaning, any transfer by deed or assignment, any contract for the sale of the property over time, any assumption of the Award by a transferee of the Grantor, any assignment for the benefit of creditors, any option to purchase, the appointment of a receiver, a foreclosure of any nature, any gift, any corporate dissolution or any attempt to sell or transfer. The terms sale or transfer shall not include any transfer by way of an authorized subordinate encumbrance.

REVERSION OF ASSETS

As the Award secured by this Trust Deed is subsidized by public funds and in accordance with 24 CFR Ch. V §570.503, Beneficiary shall be entitled to its Proportionate Share of the Fair Market Value of the Property, as those terms are defined in the Promissory Note, upon any default under the terms of this Trust Deed, the Promissory Note, or the Project Agreement (incorporated herein by reference).

TIME OF ESSENCE

Time is of the essence of this Trust Deed.

INVALID PROVISIONS DO NOT AFFECT OTHERS

If any of the provisions contained in the Promissory Note or this Trust Deed are held invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in the Promissory Note and this Trust Deed shall not be affected.

INTEREST AFTER JUDGMENT

If this Trust Deed is foreclosed, any judgment or decree will bear interest on the unpaid balance at the rate which the law permits for interest on judgments.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's and Trustee's interests in the Property are not jeopardized.

NOTICE

Any notice under this Trust Deed shall be given when actually delivered or two (2) days after being deposited in the United States mail as certified mail, addressed as follows:

To Beneficiary: Washington County
 Office of Community Development
 328 West Main St., Suite 100, MS #7
 Hillsboro OR 97123-3967

To Grantor: City of Sherwood
 22560 SW Pine St.
 Sherwood, OR97140

or to such other address as may be specified from time-to-time by either of the parties in writing.

ATTORNEY FEES

In the event of any suit or action to foreclose this Trust Deed, the losing party agrees to pay all costs plus whatever sum the trial court may find to be reasonable as attorney fees to be allowed to the prevailing party, and in the event of any appeal, the losing party agrees to pay all costs plus whatever sum the appellate court may find to be reasonable as the prevailing party's attorney fees on the appeal.

This Trust Deed may be foreclosed by advertisement and sale in accordance with statute. In the event of such foreclosure, the Beneficiary shall be entitled to recover its reasonable expenses, Trustee's fees and attorney fees.

CONDEMNATION

Grantor further agrees that in the event any portion or all of the property is taken under right of eminent domain or condemnation, Beneficiary shall have the right to require that the compensation be paid to Beneficiary and applied to the obligation secured by this Trust Deed.

MISCELLANEOUS

In construing this Trust Deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall mean and include the feminine and the neuter; and that references to Grantor or Beneficiary include any transferee (to whatever extent permitted). This Trust Deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Trust Deed on _____, 2012.

By: _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
2012, by _____ of _____, on behalf
of the Board of Directors.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

A tract of land located in the Southwest One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon being more particularly described as follows:

Beginning at the Southwest corner of Section 29 being a 3-1/4 inch aluminum cap; thence along the South line of said Section 29 South 89°25'43" East 340.49 feet to a bent 5/8 inch iron rod at the Southeast corner of Lot 14 of the plat "Gleneagle" and the True Point of Beginning; thence along the Northeasterly line of said Lot 14 and Lot 5 North 43°10'06" West 399.90 feet to a 5/8 inch iron rod; thence along the East line of Lot 5 North 01°24'28" West 89.23 feet to a point; thence along the Southwesterly lines of the tract of land described in Document Number 93073545 South 42°52'52" East 56.23 feet to a point; thence North 47°07'08" East 13.88 feet to a point; thence South 42°52'52" East 6.11 feet to a point; thence North 47°07'08" East 24.19 feet to a point from which a 5/8 inch iron rod bears North 44°13'00" West 10.92 feet; thence leaving said Southwesterly lines and along the Southwesterly line of the tract of land described in Document Number 2000044496 South 44°13'00" East 136.05 feet to a 3/4 inch iron pipe; thence South 45°47'00" West 69.69 feet to a point; thence South 43°10'06" East 125.11 feet to a point; thence North 45°47'00" East 184.62 feet to a point; thence South 44°14'23" East 111.88 feet to a point; thence North 45°45'37" East 50.00 feet to a point on the Northeasterly line of Document Number 80004057; thence along the Northeasterly line of Document Number 80004057 South 44°14'23" East 46.60 feet to a 1/2 inch iron pipe; thence continuing along Document Number 80004057 South 44°23'29" East 150.84 feet to a 1/2 inch iron pipe on the Westerly line of Document Number 2003-071273; thence along the Westerly line of Document Number 2003-071273 South 00°02'14" West 69.13 feet to a 1/2 inch iron pipe on the South line of said Section 29; thence along the South line of said Section 29 North 89°25'43" West 309.26 feet the True Point of Beginning.

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the beneficiary of all obligations secured by the foregoing Trust Deed. All obligations secured by said Trust Deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said Trust Deed or pursuant to statutes, to cancel all documents evidencing obligations secured by said Trust Deed (which are delivered to you herewith together with said Trust Deed) and to reconvey without warranty, to the parties designated by the terms of said Trust Deed, the estate now held by you under the same. Mail reconveyance and documents to:

DATED this _____ day of _____, _____.

Beneficiary

(This Trust Deed and the Promissory Note that it secures must be delivered to the Trustee for cancellation before reconveyance will be made.)

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

PROMISSORY NOTE
for Facilities (>\$25,000 AWARD)

\$120,704.49
Amount

_____, 2012

This Promissory Note ("Note") is by and between City of Sherwood, a municipality of the State of Oregon (the "Maker") and Washington County, a political subdivision of the State of Oregon, acting by and through the Office of Community Development (the "Holder").

RECITALS

Whereas, Holder and Maker executed a project agreement dated _____ ("Project Agreement"), wherein Holder awarded Maker a Community Development Block Grant ("CDBG") grant in the amount of One Hundred Twenty Thousand Seven Hundred Four Dollars and Forty-nine cents (120,704.49) ("CDBG Award") for the purposes set forth in the Project Agreement; and

Whereas, as a condition of the Project Agreement, Maker must execute a Promissory Note and Trust Deed to secure the CDBG funds; and

Whereas, under 24 CFR Ch. V §570.503 (the "Regulation"), any real property acquired with CDBG funds must be used for one of the national objectives set forth in 24 CFR ch. V §570.208 or be disposed of in a manner that results in Holder being reimbursed for the fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the Property, which requirements are set forth below.

Now therefore, Maker agrees as follows:

1. Agreement

Maker promises to pay to Holder an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds (hereinafter referred to as "Proportionate Share") or (\$120,704.49), which ever is greater, upon the happening of any Event of Default herein described, in consideration of its receipt of the CDBG Award.

2. When Due

This Note is without interest and shall be canceled, and the Trust Deed securing it shall be satisfied on June 30, 2031, if no Event of Default, as defined in paragraph 3, has occurred; provided, however, that this Note is immediately due and payable upon any Event of Default. No waiver of this paragraph shall occur unless evidenced in writing.

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

3. Events of Default

- A. Any and all of the following will be considered to be events of default ("Events of Default"):
- (1) Any default or breach of any term or condition of this Note, the Project Agreement (referenced in the above Recitals), or the Trust Deed securing this Note (after expiration of all applicable cure periods) prior to cancellation of this Note. All terms and conditions of the Project Agreement and the Trust Deed securing this Note are incorporated herein by this reference.
 - (2) Any sale or transfer of, or attempt to sell or transfer, the Property without Holder's consent, which consent shall not be unreasonably withheld so long as the transferee is an eligible nonprofit corporation providing services similar to those provided by Maker; or
 - (3) Discovery that Maker failed to disclose any fact material to the making of the CDBG Award or that Maker made a material misrepresentation in connection with the CDBG Award.

4. Proportionate Share

- A. As set forth in Exhibit A, which is incorporated herein by this reference, Holder's Proportionate Share is 11.8%. Maker agrees that if, for any reason, Holder's entitlement to the Proportionate Share upon the happening of and Event of Default is invalidated, Holder shall be entitled to receive, or may elect to receive, the full amount of the CDBG Award (\$120,704.49) plus interest at the legal rate in effect at the time of invalidation, running from the date of any Event of Default until paid.
- B. Fair Market Value. For purposes of this Note, Fair Market Value shall be calculated, at Holder's option, as follows: In the case of a sale of the Property, the greater of the sale's price of the Property or the appraised value thereof at the time of sale as determined at Maker's expense by an appraiser reasonably satisfactory to Holder; or, in the case of a breach of any other term or condition, the appraised value of the Property as determined at Maker's expense by an appraiser reasonably satisfactory to Holder:
- (1) Less, the outstanding principal and interest of any loans secured by liens against the Property having priority over the Trust Deed securing this Note; and
 - (2) Less, the actual reasonable costs of sale (if sold), such as real estate commission, real property transfer taxes, escrow fees, recording fees and title insurance premiums.

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

- C. Future Capital Improvements. Subject to Sections 4.C.(1), if the Maker makes future capital improvements to the Property, Holder's Proportionate Share will be reduced in accordance with Section 4.D.
- (1) Before making any capital improvements to the Property for which the Maker intends to claim credit under this Section 4.C., the Maker must first obtain Holder's written consent to the proposed improvements, which consent Holder agrees not to unreasonably withhold. If Maker fails to first obtain Holder's consent, Holder shall have the right to waive this requirement, in its sole discretion.
- D. Proportionate Share Recalculation. The reduction in Holder's Proportionate Share will be determined by discounting the cost of the future improvement to its value in 2012 dollars and then adjusting the fraction that determines Holder's Proportionate Share, as more specifically set forth as follows:
- (1) The cost of the future capital improvement will first be determined (the "Future Cost"). The Future Cost may only include sums attributable to capital expenditures and may not include sums spent on ongoing maintenance or other noncapital expenditures such as real property taxes, legal and professional fees and the like. If the Maker pays below market cost for materials or labor used in completing a capital improvement, the fair market value, rather than the actual costs incurred, for the materials or labor, or both, as applicable, will be included in the Future Cost.
- (2) The Future Cost will then be reduced to its value in 2012 dollars, by discounting the Future Cost by the average annual rate of increase in the Consumer Price Index between the year in which the Future Cost is incurred and 2012 (the "2012 Value Cost"). For the purposes of this Note, "Consumer Price Index" means the index published by the United States Bureau of Labor Statistics of the United States Department of Labor and entitled U.S. City Average--All Items and Major Group Figures for All Urban Consumers (CPI-U) (1982-84 = 100), or the nearest comparable data on changes in the cost of living if such index is no longer published.
- (3) The 2012 Value Cost will then be added to the denominator of the fraction set forth in Exhibit "A," and rounded to the nearest one thousand dollars. Unless further adjusted in accordance with this Note because of additional future capital improvements, the new value of that fraction will then serve as Holder's Proportionate Share for the purposes of this Note.

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

Example (based on initial projected Proportionate Share): In 2020, the Maker makes a capital improvement to the Property whose Future Cost equals \$50,000.00. Between 2010 and 2020, the average annual increase in the Consumer Price Index was 10%. The 2010 Value Cost of the Future Cost would therefore equal \$19,000. The 2020 Value Cost would be added to the denominator of the fraction set forth in Exhibit "A."

5. POLICY AGAINST TRANSFER

The CDBG Award is subsidized by public funds and is intended solely for the benefit of the Maker and for the purposes set forth in the Project Agreement. The Maker understands that the CDBG Award as evidenced by the Project Agreement is not intended to be of a direct benefit to any transferee as the result of any subsequent transfer. It is, therefore, intended that no sale or transfer of any of the real or personal property securing this Note will be made without the prior written consent of Holder.

6. DUE ON SALE OR TRANSFER

UNLESS HOLDER HAS GIVEN ITS PRIOR WRITTEN CONSENT, THIS NOTE IS DUE AND PAYABLE IMMEDIATELY UPON SALE OR TRANSFER (OR ANY ATTEMPTED SALE OR TRANSFER) OF ALL OR ANY INTEREST OR INTERESTS OF WHATEVER NATURE IN, THE PROPERTY OR OTHER COLLATERAL SECURING THIS NOTE OR ANY PART THEREOF.

7. DEFINITION

As used herein, sale or transfer shall include within its meaning, any transfer by deed or assignment, any contract for the sale of the property over time, any assumption of the CDBG Award by a transferee of the Maker, any assignment for the benefit of creditors, any option to purchase, the appointment of a receiver, a foreclosure of any nature, any gift, any transfer of a general partnership interest where the Maker is a partnership, any sale or transfer of a controlling interest in stock by a corporate signatory, any corporate dissolution, or any dissolution or winding-up of partnership affairs if Maker is a partnership. Included within the above meaning is any attempt to sell or transfer. The terms sale or transfer shall not include any transfer by way of subordinate encumbrance or by way of a lease which does not contain an option to purchase.

Acceleration of the Note and all other indebtedness secured by the Trust Deed and the Project Agreement securing this Note upon any sale or transfer without the Holder's written consent is automatic, except as provided in these documents and is subject to no exceptions except as follows: Holder may, in its sole discretion, permit sale or transfer prior to actual sale or transfer, or may waive acceleration after sale or transfer only in accordance with Holder's requirements pertaining to the particular program pursuant to which the CDBG Award was made available. Such waiver must be effected and evidenced by way of written agreement between Holder and

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

the proposed transferee of the Maker which provides that the transferee's credit is satisfactory to Holder.

8. OPTION TO PAY CHARGES

If the Maker breaches any covenant in the Trust Deed or this Note which breach is for failure to timely and properly pay any tax, lien, assessment, charge, or insurance premium related to the Property when due, Holder shall have the option to pay the same and any payment made shall be added to the principal balance of this Note and shall be secured by the Trust Deed, and such payment shall thereby become a lien upon the Property. No payment pursuant to the preceding sentence shall be a waiver of any default.

9. INTEREST AFTER JUDGMENT

If this Note is reduced to judgment, any judgment or decree will bear interest at the rate which Oregon law permits for interest on judgments.

10. TIME OF THE ESSENCE

Time is of the essence for this Note.

11. NON-WAIVER

Failure to exercise any right Holder may have or be entitled to in the event of any Event of Default hereunder shall not constitute a waiver of such right or any other right in the event of any subsequent Event of Default.

12. GOVERNING LAW

This Note shall be governed by and construed in accordance with the laws of the State of Oregon.

13. ATTORNEY FEES

In case suit or action is instituted to collect this Note or any portion hereof, the prevailing party shall receive from the losing party in such suit or action such additional sum as the court may adjudge as reasonable attorney's fees, expenses, and costs in said suit or action, or on any appeal therefrom, including, but not limited to, those fees and expenses permitted or defined by statutory law, and including without limitation all fees and expenses incurred at trial, on appeal, on petition for review, arbitration, mediation and in bankruptcy proceedings.

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

14. SECURITY; NON-RECOURSE

- A. This Note is secured by the Trust Deed between the undersigned corporation as Grantor, Washington County Counsel as Trustee and Washington County as Beneficiary.
- B. This Note is without recourse and shall be canceled, and the Trust Deed securing it shall be satisfied, if none of the events accelerating immediate payment as above described occur within the applicable time periods set forth in this Note, the Trust Deed and the Project Agreement.

15. MISCELLANEOUS

In construing this Note it is understood that the references to the undersigned include singular and plural, as the case may be, and include any transferee (to the extent permitted). This Note applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The Recitals are a material part of this Agreement. The Maker hereby waives demand, protest, presentment, notice of nonpayment, notice of protest, and notice of dishonor.

Dated this _____ day of _____, 2012.

Maker: City of Sherwood
an Oregon Nonprofit Corporation

By: _____

Title: _____

By: _____

Title: _____

CDBG Project #1214 City of Sherwood Marjorie Stewart Senior Center

EXHIBIT "A"

RATIO OF EXPENDITURES - PROPORTIONATE SHARE

City of Sherwood vs CDBG Funds:

<u>Assessed Value:</u>	<u>Agency</u>	<u>Total</u>	<u>CDBG</u>	<u>Proportionate Share</u> <u>(CDBG / Total =)</u>
\$1,003,500	\$16,500	\$1,020,000	\$120,704.49	11.8%

Ratio of Expenditures:

Agency: 88.2%

County: 11.8%

After Recording Return To:
Office of Community Development
Mail Stop #7

TRUST DEED with Assignments of Rents

“THIS TRUST DEED is made this _____ day of _____, by and among City of Sherwood ("Grantor"), Washington County Counsel, ("Trustee") and Washington County, a municipal corporation of the State of Oregon currently acting by and through the Office of Community Development ("Beneficiary").”

The Grantor, in consideration of a One Hundred Twenty Thousand Seven Hundred Four Dollars and Forty-nine cents (120,704.49) Community Development Block Grant (“CDBG”) award ("Award") does convey to the Trustee in trust, and any successor of the Trustee, the following real property ("Property") situated in the County of Washington, State of Oregon, and described as follows:

See attached Exhibit "A."

Together with all rents, issues, profits, and all fixtures now or hereafter attached to or used in connection with the above-described property ("Property") at the time of the execution of this Trust Deed or at any time during the term of this Trust Deed; to have and to hold the Property as so described until such time as all obligations set forth in the Promissory Note from Grantor to Beneficiary, of even date (“Promissory Note”), are extinguished and all conditions of the project agreement, dated _____, between the Grantor and Beneficiary, (“Project Agreement”) as well as the conditions of this Trust Deed, are satisfied.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LWAFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

This conveyance is intended to secure: (a) the obligations set forth in the Promissory Note given by Grantor to Beneficiary on _____, 2012 as well as any and all extensions, renewals, and

modifications of the Promissory Note; and (b) performance by Grantor, its successors, and assigns of the restrictions and obligations set forth in the Project Agreement.

All of Grantor's obligations under the Promissory Note and the Project Agreement will terminate on June 30, 2031 unless on that date an Event of Default has occurred and not been cured.

The Grantor covenants:

(1) Title: That Grantor is the legal owner of the property and now has a valid fee simple title thereto, and that the Grantor will warrant and defend said title against the claims and demands of all other persons.

(2) Performance: That for all times that there remains any obligations under this Trust Deed, the Promissory Note, or the Project Agreement, Grantor shall abide by, and shall timely perform, any and all covenants and conditions.

(3) Pay Liens, Taxes, and Assessments: That Grantor will, so long as this Trust Deed remains in force, keep the Property free from construction liens and will timely pay all taxes, assessments, charges, or liens that may be levied or assessed upon the Property, before any tax, assessment, or lien becomes due or delinquent and before commencement of any foreclosure or collection proceedings which may threaten the security of this Trust Deed.

(4) Maintain Property: That Grantor will keep all the improvements erected on said premises in good order and repair and will not permit or cause any waste of the property.

(5) Insurance: That Grantor will, for all times during the period there remains any indebtedness under the Note, or any other indebtedness secured by this Trust Deed, keep improvements now existing or hereafter erected on the property insured against loss or damage by fire, on an all risk form, including earthquakes, floods or flooding, in a form acceptable to Beneficiary, and with loss payable to the Beneficiary, in an amount acceptable to Beneficiary in a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary with a standard lender's loss payable clause naming County as loss payee, and will deliver all the policies and renewals to the Beneficiary. Grantor agrees that any insurance proceeds payable under a policy or policies shall be paid directly to Beneficiary. If Beneficiary, by reason of such insurance receives any money for loss or damage, such insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition and usability or replacement of the same with equivalent or more suitable improvements. Using such insurance proceeds, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/or improvements with a new building and/or improvements on the premises of a quality and usefulness for the Project described in the application submitted by Grantor for the CDBG funds and plans associated therewith, at least equivalent to, or more suitable than, the building and/or improvements which were damaged. Grantor agrees that it will comply with the requirements of the Beneficiary as to the purchase and maintenance of flood insurance, as those requirements are established by the policies and requirements of the Beneficiary. It is the Grantor's responsibility to maintain the above insurance coverage until the Note secured by this Trust Deed is satisfied. Nothing in this paragraph shall be construed to mean that Grantor's obligations under this Trust Deed shall be altered or discharged due to the existence of insurance coverage. Beneficiary does not need to await payment of, or resolution of litigation as to, insurance proceeds before seeking any other remedy.

(6) Further Encumbrance: Grantor agrees to obtain Beneficiary's written consent prior to placing or allowing any further liens or encumbrances on the Property, which consent shall not be unreasonably withheld provided that such liens or encumbrances are subordinate to this Trust Deed.

(7) Sale or Transfer: Grantor further agrees to obtain Beneficiary's written consent to sell or transfer the Property as further described below.

FAILURE TO ABIDE BY COVENANTS

A failure by the Grantor to perform the covenants and conditions in this Trust Deed, or Grantor's failure to comply with the terms and conditions of any Project Agreement, Promissory Note, or Declaration of Restrictive Covenants shall constitute a default of this Trust Deed.

RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of any default, Trustee or Beneficiary may exercise any one or more of the following rights and remedies:

(1) Beneficiary may declare any and all obligations under the Promissory Note immediately due and payable, and this Trust Deed may be foreclosed at any time thereafter.

(2) The Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

(3) Beneficiary shall have the right to take possession of the Property described above and collect the rents, issues, profits, and revenues and apply the net proceeds, over and above Beneficiary's costs, against the indebtedness secured hereby or due hereunder.

(4) Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the rents, issues, profits and revenues from the Property and apply the proceeds, over and above the costs of the receivership, against the obligations secured hereby or due hereunder. The receiver may serve without bond, if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the obligation secured hereby or due hereunder by a substantial amount. Employment by Beneficiary or an assignee of Beneficiary shall not disqualify a person from serving as a receiver.

(5) In the event Grantor remains in possession of the Property after it is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant-at-will of Beneficiary for the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(6) Trustee and Beneficiary shall have any other right or remedy provided in this Trust Deed, the Promissory Note, the Project Agreement or any other instrument delivered by Grantor in connection with the Award or available at law, in equity or otherwise. Beneficiary's remedies in this Trust Deed are in addition to, and not in lieu of, any other remedies provided by law.

FAILURE TO DISCLOSE

The Beneficiary is authorized by the Grantor to declare, at its option, the obligations under the Promissory Note immediately due and payable upon the Beneficiary's discovery of the Grantor's failure to disclose any fact material to the making of the Award.

POLICY AGAINST TRANSFER

The Award secured by this Trust Deed is subsidized by public funds and is intended solely for the benefit of the Grantor for the specific purpose identified in the Project Agreement. It is therefore intended that no sale or transfer of any of the real or personal property securing this Trust Deed shall occur without the express written consent of the Beneficiary, which consent will not be unreasonably withheld.

DUE ON SALE OR TRANSFER

THE AWARD SECURED BY THIS TRUST DEED, OR ANY OTHER INDEBTEDNESS OR OBLIGATION SECURED BY THIS TRUST DEED, IS DUE AND PAYABLE IMMEDIATELY UPON SALE OR TRANSFER (OR ANY ATTEMPTED SALE OR TRANSFER) OF GRANTOR'S INTEREST IN THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF BENEFICIARY.

Beneficiary may permit a sale or transfer prior to actual sale or transfer, or may waive acceleration after sale or transfer only in accordance with Beneficiary's requirements pertaining to the particular program pursuant to which the Award was made available. Such waiver must be effected and evidenced by way of written agreement between Beneficiary and the proposed transferee of the Grantor.

DEFINITION OF "SALE OR TRANSFER"

As used herein, "sale or transfer" means any transfer of the Property or an interest in the Property. This includes within its meaning, any transfer by deed or assignment, any contract for the sale of the property over time, any assumption of the Award by a transferee of the Grantor, any assignment for the benefit of creditors, any option to purchase, the appointment of a receiver, a foreclosure of any nature, any gift, any corporate dissolution or any attempt to sell or transfer. The terms sale or transfer shall not include any transfer by way of an authorized subordinate encumbrance.

REVERSION OF ASSETS

As the Award secured by this Trust Deed is subsidized by public funds and in accordance with 24 CFR Ch. V §570.503, Beneficiary shall be entitled to its Proportionate Share of the Fair Market Value of the Property, as those terms are defined in the Promissory Note, upon any default under the terms of this Trust Deed, the Promissory Note, or the Project Agreement (incorporated herein by reference).

TIME OF ESSENCE

Time is of the essence of this Trust Deed.

INVALID PROVISIONS DO NOT AFFECT OTHERS

If any of the provisions contained in the Promissory Note or this Trust Deed are held invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in the Promissory Note and this Trust Deed shall not be affected.

INTEREST AFTER JUDGMENT

If this Trust Deed is foreclosed, any judgment or decree will bear interest on the unpaid balance at the rate which the law permits for interest on judgments.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's and Trustee's interests in the Property are not jeopardized.

NOTICE

Any notice under this Trust Deed shall be given when actually delivered or two (2) days after being deposited in the United States mail as certified mail, addressed as follows:

To Beneficiary: Washington County
 Office of Community Development
 328 West Main St., Suite 100, MS #7
 Hillsboro OR 97123-3967

To Grantor: City of Sherwood
 22560 SW Pine St.
 Sherwood, OR97140

or to such other address as may be specified from time-to-time by either of the parties in writing.

ATTORNEY FEES

In the event of any suit or action to foreclose this Trust Deed, the losing party agrees to pay all costs plus whatever sum the trial court may find to be reasonable as attorney fees to be allowed to the prevailing party, and in the event of any appeal, the losing party agrees to pay all costs plus whatever sum the appellate court may find to be reasonable as the prevailing party's attorney fees on the appeal.

This Trust Deed may be foreclosed by advertisement and sale in accordance with statute. In the event of such foreclosure, the Beneficiary shall be entitled to recover its reasonable expenses, Trustee's fees and attorney fees.

CONDEMNATION

Grantor further agrees that in the event any portion or all of the property is taken under right of eminent domain or condemnation, Beneficiary shall have the right to require that the compensation be paid to Beneficiary and applied to the obligation secured by this Trust Deed.

MISCELLANEOUS

In construing this Trust Deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall mean and include the feminine and the neuter; and that references to Grantor or Beneficiary include any transferee (to whatever extent permitted). This Trust Deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Trust Deed on _____, 2012.

By: _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
2012, by _____ of _____, on behalf
of the Board of Directors.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

A tract of land located in the Southwest One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon being more particularly described as follows:

Beginning at the Southwest corner of Section 29 being a 3-1/4 inch aluminum cap; thence along the South line of said Section 29 South 89°25'43" East 340.49 feet to a bent 5/8 inch iron rod at the Southeast corner of Lot 14 of the plat "Gleneagle" and the True Point of Beginning; thence along the Northeasterly line of said Lot 14 and Lot 5 North 43°10'06" West 399.90 feet to a 5/8 inch iron rod; thence along the East line of Lot 5 North 01°24'28" West 89.23 feet to a point; thence along the Southwesterly lines of the tract of land described in Document Number 93073545 South 42°52'52" East 56.23 feet to a point; thence North 47°07'08" East 13.88 feet to a point; thence South 42°52'52" East 6.11 feet to a point; thence North 47°07'08" East 24.19 feet to a point from which a 5/8 inch iron rod bears North 44°13'00" West 10.92 feet; thence leaving said Southwesterly lines and along the Southwesterly line of the tract of land described in Document Number 2000044496 South 44°13'00" East 136.05 feet to a 3/4 inch iron pipe; thence South 45°47'00" West 69.69 feet to a point; thence South 43°10'06" East 125.11 feet to a point; thence North 45°47'00" East 184.62 feet to a point; thence South 44°14'23" East 111.88 feet to a point; thence North 45°45'37" East 50.00 feet to a point on the Northeasterly line of Document Number 80004057; thence along the Northeasterly line of Document Number 80004057 South 44°14'23" East 46.60 feet to a 1/2 inch iron pipe; thence continuing along Document Number 80004057 South 44°23'29" East 150.84 feet to a 1/2 inch iron pipe on the Westerly line of Document Number 2003-071273; thence along the Westerly line of Document Number 2003-071273 South 00°02'14" West 69.13 feet to a 1/2 inch iron pipe on the South line of said Section 29; thence along the South line of said Section 29 North 89°25'43" West 309.26 feet the True Point of Beginning.

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the beneficiary of all obligations secured by the foregoing Trust Deed. All obligations secured by said Trust Deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said Trust Deed or pursuant to statutes, to cancel all documents evidencing obligations secured by said Trust Deed (which are delivered to you herewith together with said Trust Deed) and to reconvey without warranty, to the parties designated by the terms of said Trust Deed, the estate now held by you under the same. Mail reconveyance and documents to:

DATED this _____ day of _____, _____.

Beneficiary

(This Trust Deed and the Promissory Note that it secures must be delivered to the Trustee for cancellation before reconveyance will be made.)

TO: Sherwood City Council

FROM: Craig Sheldon, Public Works Director

SUBJECT: RESOLUTION 2012-042, Authorizing the City Manager to enter into a Cooperative Intergovernmental Agreement with Portland Metropolitan Area Transportation (PMAT) for Equipment and Services.

ISSUE: Should the City enter into an agreement with Portland Metropolitan Area Transportation (PMAT) for equipment and services?

BACKGROUND: In the past, the City has partnered with Washington County for striping of City streets.

Over the last two years, the County's workload has increased to the point that we have struggled to be able to get our striping completed timely.

The City is a member of the Cooperative Public Agencies of Washington County (CPAWC), which has allowed us to use the County to have these services performed.

PMAT is an organization similar to the CPAWC. Entering into an IGA with PMAT provides the City with additional resources for a variety of public works functions and could be used in emergency situations.

FINDINGS: Having this agreement in place will give Sherwood additional resources that will allow us to continue to provide cost efficient services in a timely manner to our citizens.

RECOMMENDATION: RESOLUTION 2012-042, AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE INTERGOVERNMENTAL AGREEMENT WITH PORTLAND METROPOLITAN AREA TRANSPORTATION (PMAT) FOR EQUIPMENT AND SERVICES.



RESOLUTION 2012-042

AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE INTERGOVERNMENTAL AGREEMENT WITH PORTLAND METROPOLITAN AREA TRANSPORTATION (PMAT) FOR EQUIPMENT AND SERVICES

WHEREAS, ORS 190.003 – 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, each party owns certain equipment and materials, and provides services that may be useful to another party for public works, construction, operations, maintenance and related activities; and

WHEREAS, the parties agree that sharing equipment, materials and services promotes the cost effective and efficient use of public resources; and

WHEREAS, the parties desire to enter into an agreement to establish procedures for sharing equipment, materials and services and defining legal relationships and responsibilities.

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

Section 1. The City Council authorizes the City Manager to enter into a Cooperative Intergovernmental Agreement with Portland Metropolitan Area Transportation (PMAT) for Equipment and Services.

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

Duly passed by the City Council this 21st day of August 2012.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Exhibit A

PORTLAND METROPOLITAN AREA TRANSPORTATION (PMAT) CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES

This AGREEMENT is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **PMAT-IGA** (Portland Metropolitan Area Transportation Co-operative Intergovernmental Agreement)

WHEREAS:

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, construction, operations, maintenance and related activities; and
2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The PARTIES desire to enter into an AGREEMENT to establish procedures for sharing equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items and/or services in the manner and on the terms and conditions provided herein. The vehicles, equipment and machinery covered by this AGREEMENT shall only be such items appropriate for public works, construction, and shall not include regular automobiles. The PARTY supplying the services or the vehicles, machinery and equipment shall be designated as the "**PROVIDER**" herein. The PARTY receiving the services or assuming the use of vehicles, machinery or equipment shall be designated as the "**USER**" herein.
2. An **EQUIPMENT SHARING CATALOG** will be provided by each PARTY to the others to describe current rental rates. Supplies will be charged at PROVIDER'S invoice cost plus an established administrative fee, or may be replaced by the USER.
3. An estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.
4. Services, equipment or materials shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the equipment or materials are needed for other purposes, if providing the equipment or materials would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. Equipment shall be returned immediately at PROVIDER'S request.
5. The USER receiving the equipment shall take proper precaution in its operation, storage and maintenance. Equipment shall be used only for its intended purpose. The USER shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for equipment repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (P.M.) unless equipment hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and

document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in USER'S possession.

6. PROVIDER shall endeavor to provide equipment in good working order and to inform USER of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the PARTIES are acting only for their mutual convenience and efficiency.
7. The PARTIES shall provide equipment or materials storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the equipment or materials shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
8. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate equipment. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the equipment.
9. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
10. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using equipment or services under this AGREEMENT. PROVIDERS requiring that their personnel operate equipment shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate equipment. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the equipment shall adequately insure the equipment or provide self-insurance coverage.
11. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
12. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate AGREEMENTS governing the terms and conditions for providing equipment or services on terms different than specified herein.
13. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to Marion County (*eventually filled at Multnomah County by the PMAT Administrator*) County which is overseeing the administration of the PMAT-IGA.
14. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

PMAT AGREEMENT SIGNATURE PAGE

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY)
has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures
below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title

Name and title of
the Contact
Representative: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

1. Send the **original PMAT AGREEMENT Signature Page** (this page),
2. and the **EQUIPMENT SHARING CATALOG** (page 1, paragraph 2) to:
Don Newell, PMAT-IGA Administrator, for distribution.

Marion County, 5155 Siverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129

e-mail: dnewell@co.marion.or.us

Retain a 2nd original **PMAT AGREEMENT Signature Page** for your records (2-sets are required).

INSTRUCTIONS FOR THE PMAT-IGA FOR EQUIPMENT AND SERVICES

The following is directed to officials of local governments that may want to participated the accompanying public works **INTERGOVERNMENTAL AGREEMENT (IGA) FOR EQUIPMENT AND SERVICES [AGREEMENT]**:

There are four pages to the PMAT-IGA:

- Exhibit A: The PMAT-IGA narrative – pages 1-2
- PMAT AGREEMENT Signature Page – page 3
- PMAT Instructions (this page) – page 4

The purpose of the PMAT-IGA is for to exchange Public Works equipment and services between OREGON PUBLIC ENTRIES.

All PARTIES, who sign the **AGREEMENT**, must honor the AGREEMENT entirely.

Marion County has agreed to oversee administration of the PMAT-IGA. The PMAT-IGA Administrator will notify all the Contract Representatives for all PARTIES. The PMAT-IGA Administrator will not be involved between any disputes of the PMAT-IGA PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.

Each new PARTY shall execute the **PMAT AGREEMENT SIGNATURE PAGE** in two original sets: One shall be filed with the PMAT-IGA administrator for approval and distribution, and the second for the PARTY entity's records. The PMAT-IGA administrator's originals are filed with Multnomah County Transportation.

Each PARTY will obtain a mailing list of the current AGREEMENT holders from the PMAT-IGA Administrator.

Each PARTY will send each its **EQUIPMENT SHARING CATALOG** (page 1, paragraph 2) to the PMAT-IGA Administrator for distribution to all the PARTIES. It is the responsibility of each PARTY to send updates of the catalog to the PMAT-IGA Administrator.

After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of services. There is no need to coordinate requests amongst PARTIES.

It is important to note paragraph 4 (page 1): "the PROVIDER retrains the right to refuse a request".

History: An original IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of 1999 ADDENDUM, other parties agreed to sign the agreement. This PMAT-IGA was revised in July 2002 from the originally IGA.

A 10-minute PMAT film is available.

Questions or concerns may be addressed to:

Don Newell

PMAT-IGA Administrator

Marion County, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129 e-mail: DNewell@co.Marion.or.us

A second ODOT IGA (OMAT), which allows working with ODOT, can be obtained by contacting:

Penelope (Penny) A. Lee Agreement Specialist Region 1-Contracts and Agreements Unit

123 NW Flanders St., Portland, OR 97209

Phone: 503-731-8278/ office; 503-731-8215/ fax;

e-mail: Penelope.A.LEE@odot.state.or.us



RESOLUTION 2012-043

APPOINTING MICHAEL DAMANN TO THE PARKS AND RECREATION BOARD

WHEREAS, the Parks and Recreation Board currently has a vacancy; and

WHEREAS, Council Liaison, Bill Butterfield and David Scheirman, Chair of the Parks and Recreation Board, with assistance of staff, are recommending Michael Damann for appointment; and

WHEREAS, according to Chapter 2.16 of the Sherwood Municipal Code, members of the Parks and Recreation Board shall be appointed by the Mayor with consent of the City Council for a two year term.

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

Section 1. The Mayor is authorized to appoint Michael Damann to a two year term, expiring August 2014.

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

Duly passed by the City Council this 21st day of August 2012.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

TO: Sherwood City Council

FROM: Julia Hajduk, Planning Manager

Through: Tom Pessemier, Community Development Director

Subject: Resolution 2012-044 approving Explanatory Statement for ballot title to authorize the Sherwood City Council to annex Tonquin Employment Area (TEA) – staff report

EXECUTIVE SUMMARY

Summary: The attached resolution will approve the explanatory statement for the TEA annexation ballot title.

Previous Council Actions: Council approved Resolution 2012-040 authorizing placing the issue on the November 6, 2012 ballot and the ballot title.

Background/Problem Discussion: At its August 7, 2012 meeting, Council approved Resolution 2012-040 placing the issue of voter approval/authorization for future annexations of the Tonquin Employment Area on the ballot. The Sherwood Municipal Code (SMC 2.04.040) also provides that Council approve the explanatory statement for the measure. The statement is limited to 500 words and must be impartial. The City Attorney's office has reviewed it and finds it meets the relevant criteria.

Alternatives: The Council could choose not to approve the resolution.

Financial Implications: None.

Recommendation: Staff recommends City Council approve the resolution approving the Explanatory Statement for the ballot title authorizing the Sherwood City Council to annex the TEA.

Attachments:
Draft Resolution and explanatory statement



RESOLUTION 2012-044

A RESOLUTION OF THE SHERWOOD CITY COUNCIL CERTIFYING THE EXPLANATORY STATEMENT FOR TONQUIN EMPLOYMENT AREA ANNEXATION AUTHORIZATION TO BE REFERRED TO THE ELECTORS ON THE NOVEMBER 2012 BALLOT

WHEREAS, under the Sherwood Charter, all proposed annexations of territory to the city must be referred to the voters for approval; and

WHEREAS, Council approved Resolution 2012-040 placing the annexation of the Tonquin Employment Area on the November 2012 ballot for voter approval and which also approved the ballot title for that proposed annexation; and

WHEREAS, under Sherwood Municipal Code (SMC) 2.04.044 and state law, the City Council must certify the explanatory statement of city-referred measures; and

WHEREAS, the explanatory statement was drafted by the City Attorney to ensure compliance with state law; and

WHEREAS, the City Council has reviewed the Explanatory Statement for the Measure.

NOW THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council hereby certifies the explanatory statement attached hereto as Exhibit A relative to the proposed annexation authorization of the Tonquin Employment Area is deemed to have filed the explanatory statement with the City Recorder on August 22, 2012.

Section 2. The City Recorder is directed to publish a notice in a newspaper of general circulation in the city upon receipt of the explanatory statement consistent with the terms of SMC 2.04.044(C) and that explanatory statement shall be used with the City's ballot measure for approval by voters at the November 6, 2012 election.

Section 3. This resolution is effective upon its adoption by the City Council.

PASSED AND APPROVED this 21st day of August, 2012.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Explanatory Statement – Authorization to annex Tonquin Employment Area

The Tonquin Employment Area is adjacent to the City of Sherwood and was brought into the Metro Urban Growth Boundary in 2004. The City developed an overall land use plan for the Tonquin Employment Area, which was completed and adopted by the Sherwood City Council in October 2010. When the properties in the area are brought into the City limits and developed, they will be developed under the “Employment Industrial” zoning classification.

Under the Sherwood City Charter, all annexations of property into the City must be approved by a majority of City voters. Under state law, each annexation also must be reviewed and approved by the City Council. If each annexation is placed on the ballot separately, following review by the City Council, the estimated time to determine if the annexation is approved is 4-6 months and there is a cost for each election. To avoid the time and cost of multiple elections, the City Council is asking city voters to approve or reject annexing the entire area into the City. If this measure is approved by the voters, individual annexation requests then can be considered by the City Council at a public hearing at the time the property owner applies to annex the property into the City.

No property will be annexed into the city as a result of this measure. If approved, this measure simply authorizes the City Council to review individual annexation applications that are submitted by the property owners to determine if the annexation complies with applicable state and local law. If so, the Council may approve the annexation, which would become effective at that time.

The Tonquin Employment Area is located east and south of the City boundary, south of Tualatin Sherwood Road, southeast of Oregon Street, and generally east of Tonquin Road. The Tonquin Employment Area consists of approximately 300 acres and 24 tax lots and is planned for employment land uses.

TO: Sherwood City Council

FROM: Jason Waters, Civil Engineer

THROUGH: Tom Pessemier, Community Development Director
Bob Galati, City Engineer

SUBJECT: RESOLUTION 2012-045, A Resolution of the City of Sherwood declaring the need to acquire interests in certain real property and establish agreements for constructing, installing and thereafter maintaining infrastructure related to the extension of SW Langer Farms Parkway to Highway 99w

ISSUE: Should the City adopt Resolution 2012-045 declaring the need to acquire interest in real property and establish agreements necessary to extend SW Langer Farms Parkway north to Highway 99W?

BACKGROUND: The City Transportation System Plan identifies the extension of SW Langer Farms Parkway (formerly SW Adams Avenue) from SW Tualatin-Sherwood Road to Highway 99W. In 2009, the City annexed the land necessary to extend the road and in 2011 acquired most of the right-of-way and public utility easements necessary for the road extension from Portland General Electric.

During the completion of final plans this past spring, the design team identified some additional right-of-way, permanent utility easements and temporary construction easements that need to be acquired in order to construct and maintain the road. Furthermore, the City must enter into agreements with Bonneville Power Administration (BPA) in order for the road to cross under BPA's power transmission lines, and ODOT & Washington County for public road approaches onto Highway 99W and SW Tualatin-Sherwood Rd. In addition, as it relates to a particular property affected by the public road project, the City wishes to create a mechanism that clarifies and confirms section C.j.1 of the Langer Development Agreement, which provides, in relevant part, as follows:

The City will reimburse Langer for the cost of relocating and rebuilding access to and from the existing commercial uses on Phase 4 resulting from the closure of any access due to the construction of the [Parkway], including any relocation of administrative facilities associated with the commercial use.

City Council approval and authorization is required for the City Manager and his designees, including City staff and the City's attorneys, to negotiate interests in real property and execute all agreements necessary to build and maintain the road.

It is standard practice for legislation authorizing right-of-way acquisition in the public's interest to identify all parcels expected to be impacted by the project. Although the City previously acquired most of the right-of-way and easements necessary to extend the road, smaller pieces of right-of-way and easements must be acquired from 15555 SW Tualatin-Sherwood Road and 20260 SW Pacific Highway. It is reasonable to assume that additional land and

temporary easement will be needed from other adjacent parcels prior to and during construction; therefore, all reasonably affected taxlots are referenced in the resolution.

City staff has worked to reduce project impacts upon real property. At this time the roadway and infrastructure design is complete, with the project design team preparing final legal descriptions and exhibits for appraisals of land dedications, permanent easement, and temporary construction easements. The project will impact a total of 8 different parcels and require agreements with Bonneville Power Administration (BPA), the Oregon Department of Transportation (ODOT), and Washington County.

FINDINGS: By passing this resolution the City can complete the property acquisition and execute all of the agreements necessary to extend SW Langer Farms Parkway north to Highway 99W.

RECOMMENDATION: MOTION TO ADOPT RESOLUTION 2012-045, A RESOLUTION OF THE CITY OF SHERWOOD DECLARING THE NEED TO ACQUIRE INTERESTS IN CERTAIN REAL PROPERTY AND ESTABLISH AGREEMENTS FOR CONSTRUCTING, INSTALLING AND THEREAFTER MAINTAINING INFRASTRUCTURE RELATED TO THE EXTENSION OF SW LANGER FARMS PARKWAY TO HIGHWAY 99W

ATTACHMENTS: Draft Resolution (2 pages) including Exhibit A (1 page, list of affected parcels), and Exhibit B (2 pages, taxlot maps)



RESOLUTION 2012-045

A RESOLUTION OF THE CITY OF SHERWOOD DECLARING THE NEED TO ACQUIRE INTERESTS IN CERTAIN REAL PROPERTY AND ESTABLISH AGREEMENTS FOR CONSTRUCTING, INSTALLING AND THEREAFTER MAINTAINING INFRASTRUCTURE RELATED TO THE EXTENSION OF SW LANGER FARMS PARKWAY TO HIGHWAY 99W

WHEREAS, the Sherwood City Charter confers upon the City the authority to acquire real property (and interests therein) for all public purposes; and

WHEREAS, the City of Sherwood is additionally authorized by ORS 223.005 & 223.105 to acquire (by condemnation if necessary) interests in real property within or without its corporate limits for the construction, operation and maintenance of public or municipal uses (including public roads, streets, highways and utilities as well as other similar or complementary public uses) for the benefit and use of its inhabitants; and

WHEREAS, section C.1.j of the Langer Development Agreement (approved via Resolution 2010-033) requires the City to reimburse the owner of 15555 SW Tualatin-Sherwood Rd for the cost of relocating and rebuilding access to and from the existing commercial uses located on the property due to the construction of SW Langer Farms Parkway, including any relocation of administrative facilities associated with the use; and

WHEREAS, the City wishes to satisfy and confirm section C.1.j of the aforementioned agreement by establishing and executing a Reconfiguration Agreement with the owner 15555 SW Tualatin-Sherwood Rd (taxlot id 2S129B000900); and

WHEREAS, the City must execute an agreement with Bonneville Power Administration (BPA) to construct and maintain SW Langer Farms Parkway within BPA's power transmission easement; and

WHEREAS, the City must establish agreements with and obtain permits from the Oregon Department of Transportation (ODOT) and Washington County to allow public road approaches onto Highway 99W and SW Tualatin-Sherwood Road; and

WHEREAS, the City Council deems it necessary and in the public interest to acquire certain property interests, establish agreements and obtain permits needed for constructing, owning, operating and maintaining SW Langer Farms Parkway between SW Tualatin-Sherwood Road and Highway 99W.

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

Section 1: The City of Sherwood Council hereby finds and declares there to be a need for the acquisition of interests in certain real property generally identified on Exhibits A and B, attached hereto for permanent dedicated rights-of-way, permanent easements and related temporary construction easements required to install and maintain street and utility infrastructure associated with the north extension of SW Langer Farms Parkway; and

Section 2: The City of Sherwood Council hereby finds and declares a need to execute a Reconfiguration Agreement with the owner of 15555 SW Tualatin-Sherwood Road (taxlot id 2S129B000900) to satisfy and confirm section C.1.j of the Langer Development Agreement; and

Section 3: The City of Sherwood Council hereby finds and declares a need to execute an agreement with Bonneville Power Administration (BPA) in order to construct and maintain the north extension of SW Langer Farms Parkway; and

Section 4: The City of Sherwood Council hereby finds and declares a need to establish agreements with and obtain permits from ODOT and Washington County to allow public approaches onto Highway 99W and SW Tualatin-Sherwood Road; and

Section 5: The real property and interests described herein are required and are being taken as necessary in the public interest. The improvements and use to said property have been planned, designed, located and will be constructed in a manner that will be most compatible with the greatest public benefit and the least private injury or damage; and

Section 6: The Sherwood City Manager, his designees and the City's attorneys are authorized to attempt to reach agreement with the owners and other persons with interest in the real property described herein as to the compensation to be paid for the property interest and, in the event that agreement cannot be reached, the attorneys for the City be and the same hereby are directed and authorized to commence and prosecute to final determination such proceedings as may be necessary to acquire the real property and interest therein and that upon the filing of such proceeding, possession of the real property and interest therein may be taken immediately to the extent provided by law.

Section 7: The Sherwood City Manager is authorized to execute agreements and obtain permits necessary to construct and maintain the north extension of SW Langer Farms Parkway on forms approved by the City's attorneys.

Section 8: This resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st day of August 2012.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Exhibit A – List of Taxlots/Addresses (8 Total)

Right-of-Way/Summary of Affected Parcels (North Extension of SW Langer Farms Parkway)						
OWNER1	OWNERADDR	CITY	STATE	OWNERZIP	SITEADDR	TLID
DYNAMIC FINANCE CORP	853 E VALLEY BLVD #200	SAN GABRIEL	CA	91776-3600		2S129A001400
HOME DEPOT USA INC	PO BOX 105842	ATLANTA	GA	30348-5842	20260 SW PACIFIC HWY	2S129A001300
HOME DEPOT USA INC	PO BOX 105842	ATLANTA	GA	30348-5842	n/a (access easement)	2S129A001500
PORTLAND GENERAL	121 SW SALMON ST	PORTLAND	OR	97204-2908		2S129A001100
PORTLAND GENERAL	121 SW SALMON ST	PORTLAND	OR	97204-2908		2S129B001900
PORTLAND GENERAL	121 SW SALMON ST	PORTLAND	OR	97204-2908		2S129B001800
PORTLAND GENERAL	121 SW SALMON ST	PORTLAND	OR	97204-2908		2S129A001600
SENTINEL SELF STORAGE LLC	15585 SW TUALATIN SHERWOOD RD	SHERWOOD	OR	97140-8255	15555 SW TUALATIN SHERWOOD RD	2S129B000900

Sherwood Field House
Monthly Report July 2012

<u>July-12</u>	<u>Jul-12</u>		<u>YTD</u>		<u>Jul-11</u>
					Est.
Usage		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served</u>
Leagues	3	315	3	315	350
Rentals	55	770	55	770	200
Other (Classes)					
[1] Day Use	3	17		17	11
Total Usage		1102		1102	561
Income	<u>Jul-12</u>	<u>YTD</u>			
Rentals	\$3,420	\$3,420			
League fees (indoor)	\$3,976	\$3,976			
Card fees (indoor)	\$110	\$110			
Day Use	\$76	\$76			
Advertising					
Snacks	\$94	\$94			
Classes					
Total	\$7,676	\$7,676			
FY 11-12					
Income	<u>Jul-11</u>	<u>YTD</u>			
Rentals	\$605	\$605			
League fees (indoor)	\$580	\$580			
Card fees (indoor)	\$60	\$60			
Day Use	\$21	\$21			
Merchandise					
Snacks	\$120	\$120			
Classes					
Total Income	\$1,386	\$1,386			

*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.

Active Rec Happenings during the month of July 2012

Youth Softball finished up their season in late July having a number of teams play in state and regional tournaments.

Youth baseball also finished up their season and hosted the Junior Federal State Championships at the Hopkins facility for four days in July.

Youth soccer continued to practice with their Classic and PDP teams during the month and the recreation program will be in full swing by mid-August.

Youth football will be practicing as you read this and will start playing games at the high school September 8th.

Sherwood helped out the Nike Cup Soccer Tournament by hosting 26 games at the high school and Snyder Park July 27th 28th and 29th.

The Youth/ High school will be holding their Red/ White game and soccer jamboree on August 25th

On August 24th Friday nights get started with the high school football scrimmage's freshmen start at 5:30 and the varsity starts at 7:30pm.

Respectfully submitted

August 6, 2012

Lance Gilgan



Sherwood Public Library – June 2012

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
<u>Check out</u>	<u>35,729</u>	<u>36,330</u>	<u>-1.65% (23% Self-check)</u>
<u>Check in</u>	<u>25,900</u>	<u>26,581</u>	<u>0%</u>

- New Library cards 145
- Volunteer hours 226 hours (29 volunteers)

Monthly Activities

- Thirty-five Baby, Preschool and Toddler Storytimes (604 children / 437 adults = 1041 total)
- Two Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- 06/01 Summer Reading Program sign-ups began
- 06/01 Cannery Square Plaza grand opening celebration
- 06/09 Cruisin' Sherwood – Friends of the Library offered free used books to spectators and participants
- 06/14 Sue Decker attended the Scholastic Book Fair to purchase Summer Reading Program reward books
- 06/16 Jennifer Ortiz represented the Library at the Community Services Fair
- 06/19 Summer Reading Program – Brad Clark (~175 attending)
- 06/20 Library Advisory Board Meeting
- 06/26 Summer Reading Program, sponsored by the Stanley Family in memory of Teresa Stanley – Portland Taiko Drummers (~275 attending)
- Library staff attended various regional, City and WCCLS meetings: Circulation, Acquisitions, WUG, Latino Services and Policy Group.



Sherwood Public Library – July 2012

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
Check out	36,396	35,956	+1% (23% Self-check)

Check in	26,784	26,221	0%
-----------------	---------------	---------------	-----------

- New Library cards 109
- Volunteer hours 211.25 hours/1.22 FTE (27 volunteers)

Monthly Activities

- Twenty-six Baby, Preschool and Toddler Storytimes (598 children /413 adults = 1011 total)
*Teresa on vacation one week
- One Read-to-the-Dogs program
- Magazine Monday (free magazine giveaway)
- Summer Reading Program continues (1217 registrations as of 07/31)
- Adult Summer Reading Program continues (269 registrations as of 07/31)
- 07/03 Summer Reading Program Event – Presto the Magician (325 attendees)
- 07/04 Library closed for 4th of July Holiday
- 07/09 WCCLS RFID Statistics Training for staff
- 07/10 Summer Reading Program Event – Angel Ocasio (200 attendees)
- 07/12 Friends of the Sherwood Library Meeting
- 07/17 Summer Reading Program Event – Reptile Man (~400 attendees)
- 07/20 Maid Marian Drop-In Storytime at the Library
- 07/20-21 Sherwood Robin Hood Festival
- 07/24 Summer Reading Program Event – Mad Science (175 attendees)
- 07/31 Summer Reading Program Event – Yo Yo University (175 attendees)
- Library staff attended various regional, City and WCCLS meetings: Circulation, Cataloging, Policy Group & OLA/Public Library Division Board