



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, June 5, 2012**

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

**6:00pm Work Session**

**7:00pm Regular City Council Meeting**

**URA Board of Directors Meeting**  
(Following the regular Council Mtg.)



*Home of the Tualatin River National Wildlife Refuge*

**6:00PM WORK SESSION**

**REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT:
  - A. Approval of May 15, 2012 City Council Meeting Minutes
  - B. Resolution 2012-025 Establishing and appointing committees of the Sherwood Town Center Plan
  - C. Resolution 2012-026 Certifying the provision of certain municipal services in order to qualify the City to receive State Revenues
  - D. Resolution 2012-027 of the City of Sherwood authorizing the City Manager, Pro Tem to enter into a contract with the firm of Hawkins Delafield & Wood for Bond Attorney Services
5. PRESENTATIONS
  - A. Recognition of Sherwood Robin Hood Festival 2012 Maid Marian Court
6. CITIZEN COMMENTS
7. NEW BUSINESS
  - A. Resolution 2012-028 to authorize and direct staff to negotiate an agreement with Washington County for a Community Development Block Grant for improvements to the Marjorie Stewart Senior Center (Kristen Switzer, Community Services Director)
  - B. Resolution 2012-029 Adopting the Capital Improvement Project Plan for Fiscal Year 2013 (Craig Gibbons, Finance Director)
8. PUBLIC HEARINGS
  - A. Resolution 2012-030 Adopting a Supplemental Budget and making appropriations (Craig Gibbons, Finance Director)
  - B. Resolution 2012-031 Declaring the City's election to receive State Revenues (Craig Gibbons, Finance Director)

**AGENDA**

**SHERWOOD CITY COUNCIL  
June 5, 2012**

**6:00pm Work Session**

**7:00pm Regular City Council Meeting**

**URA Board of Directors Mtg.  
(following the Council Mtg.)**

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

- C. **Resolution 2012-032 Adopting a Schedule of Fees as authorized by the City Zoning and Community Development Code, establishing fees for miscellaneous City services and establishing an effective date** (Craig Gibons, Finance Director)
- D. **Resolution 2012-033 Adopting the 2012-13 Budget of the City of Sherwood, making appropriations, imposing and categorizing taxes, and authorizing the City Manager to take such action necessary to carry out the adopted budget** (Craig Gibons, Finance Director)
- E. **Ordinance 2012-008 Amending multiple sections of the Zoning and Community Development Code relating to landscaping, off-street parking and loading requirements** (Michelle Miller, Associate Planner)

## **9. CITY MANAGER & STAFF DEPT. REPORTS**

## **10. COUNCIL ANNOUNCEMENTS**

## **11. ADJOURN TO URA BOARD MEETING**

### **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](http://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](mailto:murphys@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**May 15, 2012**

**CITY COUNCIL WORK SESSION**

1. **CALL TO ORDER:** Council President Dave Grant called the meeting to order at 6:10 pm.
2. **COUNCIL PRESENT:** Council President Dave Grant, Councilors Matt Langer, Linda Henderson, Krisanna Clark and Bill Butterfield. Councilor Robyn Folsom arrived at 6:30 pm and Mayor Mays was absent.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Pro Tem Tom Pessemier, Finance Director Craig Gibons, Police Chief Jeff Groth, Planning Manager Julia Hajduk, Associate Planner Michelle Miller, Police Captain Mark Daniel and City Recorder Sylvia Murphy. City Attorney Paul Elsner arrived at 6:30 pm.
4. **TOPICS DISCUSSED:**
  - A. **Sherwood Police Department Accreditation:** Police Chief Jeff Groth presented a power point presentation (see record, Exhibit A) and explained the accreditation process, how it works and requirements of the department to maintain accreditation. Brief discussion followed.
  - B. **Landscaping and Parking Lot Development and Layout, Code Clean-up:** Michelle Miller presented a power point presentation (see record, Exhibit B) and explained the standards and proposed code amendments. Discussion followed. Michelle provided documents to the Council, (see record, Exhibit C-Proposed Code Amendments-Clean Copy), (Exhibit D-Proposed Code Amendments-Marked Copy) and (Exhibit E-Example Plant & Tree Landscaping Manual). Michelle informed the Council Exhibit E was an example of what a manual could look like.
5. **ADJOURN:**

Council President Grant adjourned the work session at 7:06 pm.

**REGULAR CITY COUNCIL SESSION**

1. **CALL TO ORDER:** Council President Dave Grant called the meeting to order at 7:10 pm.
2. **PLEDGE OF ALLEGIANCE:**
3. **COUNCIL PRESENT:** Council President Dave Grant, Councilors Bill Butterfield, Matt Langer, Robyn Folsom, Linda Henderson and Krisanna Clark. Mayor Mays was absent.

- 4. STAFF AND LEGAL COUNSEL PRESENT:** City Manager Pro Tem Tom Pessemier, Finance Director Craig Gibons, Police Chief Jeff Groth, Police Captain Mark Daniel, Police Captain Jim Reed, Planning Manager Julia Hajduk, Associate Planner Michelle Miller, City Recorder Sylvia Murphy and City Attorney Paul Elsner.

Council President Grant addressed the Consent Agenda and asked for a motion.

**5. CONSENT:**

- A. Approval of May 1, 2012 City Council Meeting Minutes**
- B. Resolution 2012-023 of the City of Sherwood approving employment related decisions of the Pro Temp City Manager consistent with Section 33 of the Sherwood Charter**

**MOTION: FROM COUNCILOR LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR ROBYN FOLSOM, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. (MAYOR MAYS WAS ABSENT).**

Council President Grant addressed the next agenda item.

**6. PRESENTATIONS:**

**A. Accreditation Award to Council by Joe Simon-Oregon Accreditation Alliance**

Chief Groth introduced Joe Simon with the Oregon Accreditation Alliance. Mr. Simon came forward and explained accreditation and informed the Council the program has been in effective since 2001 and has 45 agencies under contract with the alliance and said only 28 are accredited, out of 171 total agencies in the state. Mr. Simon stated nationally only about 10% of law enforcement agencies are accredited. Mr. Simon stated the agency must meet 102 professional standards, based on life, health and safety and based on best practices in the industry. Mr. Simon stated every three years the agency must go through re-accreditation and said there's a constant self-evaluation of the agency to make sure they are maintaining a high level of professional standards. Mr. Simon stated the Sherwood Police Department was very innovative and created an in-house program with the support of Administrative Assistant Angie Hass that allowed the Accreditation Alliance the ability to access files electronically without having to come on site. Mr. Simon stated it has been a pleasure to work with the Sherwood Police Department and his pleasure to re-award the Certificate to the Police Department. Mr. Simon stated the Police Department was originally recognized at the annual Police Chief's Conference in April. Mr. Simon presented the Certificate to Chief Groth.

Council President Grant thanked Mr. Simon and stated the Council is very proud of the police department and said Chief Groth has worked towards advancing programs and this is well known by the Council and our citizens.

Council President Grant addressed the next agenda item.

**7. CITIZEN COMMENTS:**

Jim Claus 22211 SW Pacific Hwy, Sherwood came forward and commented regarding his concern about sovereign immunity and government officials and coupling this with an insurance program, resulting in willful bad acts that the public pays for. Mr. Claus commented regarding ODOT and loss of legal fees and informed the Council he had a conversation with Mark Krause (spelling?) about city services and insuring intentional torts and this being against public policy. Mr. Claus briefed the

Council on the conversation and commented regarding civil rights violations. Mr. Claus commented regarding the health of his spouse and a lawsuit, commented regarding having a run-in on his subdivision and staff not informing him of a path. Mr. Claus referenced case law, commented regarding Metro and the City removing the pathway. Mr. Claus commented regarding different zoning of properties adjacent to him and commented regarding this being a 14<sup>th</sup> amendment problem, along with 1<sup>st</sup> and 5<sup>th</sup> amendments problems. Mr. Claus commented regarding selling of zoning and informed the Council he will be writing a letter to the Council listing various instances of treatments where he has been treated differently in comparison to others. Mr. Claus commented regarding a Title 42 claim and this being a 14<sup>th</sup> amendment claim.

Council President Grant thanked Mr. Claus and asked to receive other citizen comments.

Eugene Stewart 22595 SW Pine Street, Sherwood came forward and informed the Council he attended a meeting regarding the downtown street construction project and was happy to see the City Manager and City Engineer were taking a stronger look at this and how it will affect downtown merchants. Mr. Stewart asked the Council when it's time to approve plans that they look at the effects to the merchants. Mr. Stewart commented regarding the prior downtown street construction negatively affecting Clancy's with a revenue loss of 30%. He stated the faster the streets can be finished and not disrupt the businesses during business hours, they will survive through the construction. Mr. Stewart asked Council to listen to the business owners and follow up.

Council President Grant thanked Mr. Stewart and asked to receive other citizen comments.

With none received, he addressed the next agenda item.

## **6. NEW BUSINESS:**

### **A. Resolution 2012-024 Approving the terms of an Employment Agreement between Joseph Gall and the City of Sherwood**

City Attorney Paul Elsner informed the Council of the draft employment agreement between the City and Mr. Gall and how the agreement was drafted with the assistance of Councilor Henderson and Council President Grant acting as Council Liaisons between his office and Heather Gantz with Waldron. Mr. Elsner stated the agreement has been vetted over the course of the past few weeks and other than a few minor scrivener errors that might be in the agreement, the agreement is completed.

Council President Grant commented regarding productivity of the process and stated he feels the agreement is fair and benefits the City and creates a nice employment package.

Council President Grant asked for Council questions on the proposed resolution. With none received he asked for a motion.

**MOTION: FROM COUNCILOR LINDA HENDERSON TO APPROVE RESOLUTION 2012-024, SECONDED BY COUNCILOR ROBYN FOLSOM. ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. (MAYOR MAYS WAS ABSENT).**

Council President Grant addressed the next agenda item.

## 7. CITY MANAGER AND DEPARTMENT REPORTS

City Manager pro tem Tom Pessemier informed the Council he approved a liquor license for a new restaurant called, Tree's Restaurant and Catering, located in the Hunter's Ridge building.

Tom informed the Council of changes to the City website coming out in the first few weeks of June with a new look and ease in navigation and said the content behind the scenes will remain the same. Tom stated the changes will allow for better tools and management of public notifications and will be easier for staff to update and post information.

Tom stated a Grand Opening celebration for the Plaza is scheduled for Friday, June 1<sup>st</sup> from 4-6pm, invitations will be sent to people within 1000 feet of the Cannery Square and staff will be working on advertising the event. Tom stated the ribbon cutting ceremony will be at 4:30pm and officially turning on the water feature at that time for the remainder of the summer season.

Council President Grant addressed the next agenda item.

## 8. COUNCIL ANNOUNCEMENTS

Council President Grant stated he was excited about the resolution approving the employment agreement of Joe Gall and said the Council started by looking at a large number of applicants, Mr. Grant encouraged people to meet Joe. Mr. Grant stated the City has an excellent staff and Joe adds to that. Mr. Grant stated Joe will be starting in approximately 6 weeks and welcomed him to the City.

Councilor Butterfield welcomed Joe Gall and commended Tom Pessemier for his work as the pro tem City Manager and stated he was looking forward to their teamwork and making Sherwood a better city. Mr. Butterfield congratulated both Joe & Tom.

Councilor Folsom stated the VPA (Voices for the Performing Arts) was holding a benefit concert this Friday and Saturday, 7:30pm at the Sherwood High School.

Councilor Henderson commented regarding an email the Council received from a citizen who received a traffic citation and attended Sherwood Municipal Court sitting thorough an hour of testimony. Ms. Henderson stated he wrote a nice note to the Council commending Judge Jack Morris. Ms. Henderson stated Judge Morris handles every case with dignity, compassion and fairness.

With no other Council announcements, Council President Grant adjourned the Council meeting.

## 9. ADJOURN TO URA BOARD OF DIRECTORS MEETING

Council President Grant adjourned at 7:34 pm and convened to a URA Board of Directors meeting.

Submitted by:

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Sylvia Murphy, CMC, City Recorder

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Keith S. Mays, Mayor



## RESOLUTION 2012-025

### A RESOLUTION ESTABLISHING AND APPOINTING COMMITTEES OF THE SHERWOOD TOWN CENTER PLAN

**WHEREAS**, The City received a Transportation and Growth Management (TGM) Grant to develop a plan for the Sherwood Town Center; and

**WHEREAS**, The Council authorized the signing of an IGA with ODOT to receive funds for the grant in accordance with a negotiated scope of work for the project via Resolution 2012-022; and

**WHEREAS**, the City Council wishes to encourage public input to develop a Town Center plan that is representative of the community as a whole as well as the property owners in the Town Center area and that addresses the needs and interests of affected boards and agencies; and

**WHEREAS**, it has been determined that the most efficient structure to ensure public input is obtained is to establish a:

- Technical Advisory Committee (TAC) comprised of agency representatives with technical expertise in their area of interest,
- Stakeholder Advisory Committee (SAC) comprised of stakeholders including citizens, business owners, boards and local organizations that have a stake in the success of the Town Center, and a
- Steering Committee charged with taking recommendations from the TAC and SAC to provide direction on specific elements of the Plan; and

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

**Section 1.** A Technical Advisory Committee is established. The TAC shall be comprised of agency designated representatives to ensure that the Town Center Plan adequately considers the needs of and coordinates with the following agencies and organizations:

- Oregon Department of Transportation (ODOT)
- Washington County
- Department of Land Conservation and Development (DLCD)
- Tri-Met
- Metro
- City of Tigard
- City of Tualatin
- Clean Water Services
- City of Sherwood Departments

**Section 2.** A Stakeholder Advisory Committee (SAC) is established. The SAC shall be comprised of up to 15 people representing a broad array of stakeholders in the success of the

Town Center Plan and a liaison from each of the Parks Board, Sherwood Urban Renewal Policy Advisory Committee and Planning Commission. The Stakeholders shall include:

- Two Business Owners from the Six Corners area, designated by the Chamber
- Two Business Owners from the Old Town area, designated by Mayor
- At Large Sherwood Chamber member, designated by the Chamber
- At Large Sherwood Main Streets member, designated by Sherwood Main Streets
- Regency Center property owner representative, designated by property owner
- Sherwood Village HOA member, designated by HOA
- Arbor Terrace HOA member, designated by HOA
- School District representative, designated by School District
- Youth Representative, designated by Mayor
- Accessibility Advocate, designated by Mayor

**Section 3.** A Steering Committee is established to review materials and recommendations from the TAC, SAC and project management group to provide direction on specific elements of the plan and develop a final recommendation to the City Council for consideration. The Planning Commission is designated as the Town Center Steering Committee.

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

**Duly passed by the City Council this 5<sup>th</sup> day of June 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Mayor and City Council

**FROM:** Craig Gibons, Finance Director

**SUBJECT: RESOLUTION 2012-026 A Resolution Certifying The Provision Of  
Certain Municipal Services In Order To Qualify The City To Receive  
State Revenues**

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**ISSUE:**

This is a resolution that certifies to the State that Sherwood provides sufficient services to be eligible to receive state revenues.

**ACTION REQUESTED:**

Council adoption of Resolution 2012-026, A Resolution Certifying The Provision Of Certain Municipal Services In Order To Qualify The City To Receive State Revenues.

**BACKGROUND:**

The state of Oregon distributes a portion of Cigarette and Liquor taxes and Highway Apportionment Fees to eligible municipalities. The allocation is based on population. In Sherwood's case this amounts to \$248,000 in FY13 General Fund revenue and \$1,030,000 in FY13 Street Fund revenue.

To be eligible to receive these funds, a city must provide at least four of seven services listed in ORS 221.760. Sherwood provides six of the seven and so is eligible for these revenues.

The attached resolution certifies to the State that Sherwood is eligible.

**ATTACHMENTS:**

Resolution



**RESOLUTION 2012-026**

**A RESOLUTION CERTIFYING THE PROVISION OF CERTAIN MUNICIPAL SERVICES IN ORDER TO QUALIFY THE CITY TO RECEIVE STATE REVENUES**

**WHEREAS**, Oregon Revised Statute 221.760, provides for Oregon municipalities to receive state revenues from cigarette and liquor taxes and highway apportionment fees if they certify that they meet eligibility requirements; and

**WHEREAS**, the City Council recognizes the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

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

**Section 1:** It is hereby certified that the City of Sherwood provides the following municipal services:

- Police Protection
- Street Construction, Maintenance, and Lighting
- Sanitary Sewer
- Storm Sewers
- Planning, Zoning, and Subdivision Control
- Water Utility

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

**Duly passed by the City Council this 5<sup>th</sup> day of June 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Craig Gibons, Budget Officer

**SUBJECT: RESOLUTION 2012-027, A RESOLUTION OF THE CITY OF SHERWOOD AUTHORIZING THE CITY MANAGER, PRO TEM TO ENTER INTO A CONTRACT WITH THE FIRM OF HAWKINS DELAFIELD & WOOD FOR BOND ATTORNEY SERVICES**

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**ISSUE:**

This is a staff recommendation to engage a legal firm to provide bond attorney services to the City and the Urban Renal Agency.

**BACKGROUND:**

The City has been using attorneys Harvey Rogers and Gulgun Mersereau as bond attorneys for many years. Contracts have been in place, but this spring, when the team moved from the Gates law firm to Hawkins Delafield & Wood, we decided it would be a good time to do a Request for Proposals (RFP) for the service.

The RFP was issued in late April and three proposals were received. The proposals were from the three major firms in Oregon that handle public entity financing: Orrick, Herrington & Sutcliffe; Mersereau Shannon; and Hawkins Delafield & Wood.

On the face of the proposals, no firm offered any advantage over the others. Third party information (the State "Bond Calendar") shows that the Hawkins firm does 70% of the business in the state.

This is a stand-by service. Other than for ad-hoc inquires, the service will not be used unless we issue debt. If we issue debt, the firm will be paid for from the debt proceeds, "in-closing" so to speak. There is no line item for the expense in the budget.

Since the relationship with Mr. Rogers and Ms. Mersereau has worked well and they have complete knowledge and files of our past financings and they have a familiarity with our projects and the other members of our financing team, I recommend that we continue to engage them and their new firm for this service.

The City Attorney's office has reviewed and approved the proposed letter of agreement from the Hawkins firm.

**RECOMMENDATION**

Staff recommends Council adoption of Resolution 2012-027, A Resolution of the City Of Sherwood authorizing the City Manager, Pro Tem to enter into a contract with the firm of Hawkins Delafield & Wood for bond attorney services.



**RESOLUTION 2012-027**

**A RESOLUTION OF THE CITY OF SHERWOOD AUTHORIZING THE CITY MANAGER, PRO TEM TO ENTER INTO A CONTRACT WITH THE FIRM OF HAWKINS DELAFIELD & WOOD FOR BOND ATTORNEY SERVICES**

**WHEREAS**, local governments in the State of Oregon engage Attorneys to assist and guide them in the securing of financing for capital projects and other financial needs, and

**WHEREAS**, the City of Sherwood has performed a request for proposals process to secure an bond attorney qualified to provide this service to the City of Sherwood and its component unit, the Sherwood Urban Renewal Agency, and

**WHEREAS**, this solicitation was conducted pursuant to City purchasing policies.

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

**Section 1:** The City Manager Pro Tem is hereby authorized to enter into a contract for Bond Attorney Services with the firm of Hawkins, Delafield & Wood LLP of Portland, Oregon.

**Section 2:** This Resolution shall be in effect upon its approval and adoption.

**Duly passed by the City Council this 5th day of June 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Kristen Switzer, Community Services Director

**SUBJECT:** RESOLUTION 2012-028, A RESOLUTION AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT 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 negotiate an agreement 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. 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 (attached). Due to some legal concerns related to the agreement, promissory note and trust deed, the City Attorney's Office has recommended further negotiation with the County related to these documents.

**FINANCIAL IMPLICATIONS:**

The total project cost estimate is \$221,263. The Community Development Block Grant will provide \$179,600 for 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 STAFF TO NEGOTIATE AN AGREEMENT WITH WASHINGTON COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR IMPROVEMENTS TO THE MARJORIE STEWART SENIOR CENTER.**



**RESOLUTION 2012-028**

**A RESOLUTION TO AUTHORIZE AND DIRECT STAFF TO NEGOTIATE AN AGREEMENT 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**, the total project cost for the grant 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; 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**, The City Attorney's Office has recommended further negotiation with the County related to these documents.

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

**Section 1** The City Council of the City of Sherwood authorizes and directs staff to negotiate a final Agreement (Exhibit A), Promissory Note (Exhibit B), and Trust Deed (Exhibit C) as required by Washington County.

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

**Duly passed by the City Council this 5<sup>th</sup> day of June 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

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Ccfnr\_5-2012

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- 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,

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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

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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 Renovations  
Applicant's Name City of Sherwood  
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 SIBONS</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>B. Materials and Supplies</b>		<b>Materials and Services</b>	<b>Portion Chargeable to CDBG</b>
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

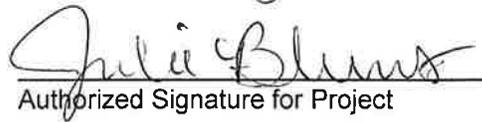
C. CAPITAL OUTLAY	Total Capital Outlay	Portion Chargeable to CDBG
18. Capital Outlay:		
Quantity    Item		
19. Real Property Acquisition		
20. TOTAL CAPITAL OUTLAY	\$0.00	\$0.00
	<b>21. Total Project Cost</b>	<b>22. Total CDBG Award</b>
	<b>\$221,263.00</b>	<b>\$179,600.00</b>
<b>II. SOURCES OF PROJECT FUNDING</b>		
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	
<b>9. TOTAL PROJECT COST</b>	<b>\$221,263.00</b>	

**III. AUTHORIZATION**

4/16/12  
Date

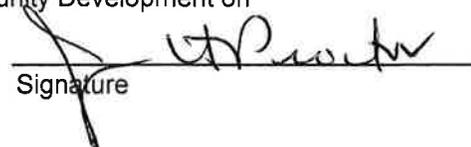
4-16-12  
Date

  
Authorized Signature for Project

  
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

\$179,600.00 \_\_\_\_\_, 2012  
Amount

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 (4-1-04 edition) (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.

CDBG Project #4228 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 81.2%. 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>Agency</u>	<u>CDBG</u>	<u>Total</u>
\$41,663	\$179,600	\$221,263

Ratio of Expenditures:

Agency: 18.8%

County: 81.2%

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.

TRUST DEED

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, 2032 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

TRUST DEED

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: \_\_\_\_\_

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: \_\_\_\_\_

TRUST DEED

## 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 L. Gibons, Finance Director  
**SUBJECT:** **Capital Improvement Project Plan Adoption**

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**ISSUE:**

Staff is seeking Council approval of Resolution 2012-029, A Resolution Adopting the Capital Improvement Projects Plan for Fiscal Year 2013.

**REPORT:**

Many funding sources require a Capital Improvement Projects Plan (CIP Plan) to be adopted before funds can be spent. Having a CIP Plan is precursor to the expenditure of System Development Charges and revenue from sources outside the City. This is why Financial Policy IV-4 requires that the City adopt a five year capital project plan annually. This memo presents the FY13 CIP Plan and the adopting resolution.

This CIP Plan is only that: a plan. It is not a commitment nor does it obligate funds. It is a vision of projects that combines input from Council, advisory committees and staff into one document. Annual revision is required to adjust the plan to changing priorities and circumstances.

Projects in the plan for FY13 are as follows.

Transportation Projects. Last year the focus was on the Oregon Street/Langer Farms Parkway project. With that project completed, the FY13 focus will be on the Downtown Streetscapes design and construction and the beginning of the Cedar Creek Trail project.

Storm Water Projects. The single storm water project for FY13 is planning and design of the Columbia Street Water Quality Facility. Property for this facility was purchased in FY12.

Sanitary Projects. The FY13 Plan defers the Brookman area Sanitary improvements to later years, but continues the upgrading of the Rock Creek drainage (Area 48) in preparation for development in the Tonquin Employment Area

Water Projects. The Meter Vault construction was completed this fiscal year and we will be getting substantial water supply from the Wilsonville plant by the end of the fiscal year. In Fiscal year 2013 the last portion of the 48" water line between Wilsonville and Sherwood (Segment 3) will be constructed. Also in FY13, the seismic upgrading of the old Snyder Park Reservoir will be completed and planning for the new higher elevation reservoir (the "535 foot reservoir") will begin.

Other Projects. The Senior Center restrooms and entry foyer will be upgraded in FY13, the Cedar Creek Trail design will begin, and the Community Center project will be completed.

Five Year Plan. Attachment A to this memo includes all of the projects planned for the next five years and their timing. The status of the projects is indicated by the shading on the chart: light grey indicates planned projects, dark grey indicates projects that are underway, and the medium grey indicates projects that have received some level of commitment to proceed.

## **RECOMMENDATION:**

Staff recommends Council adoption of Resolution 2012-029.

**City of Sherwood Five Year Capital Improvement Plan (FY13 Through FY17)**  
**Project Status and Timing of Expenditures**

<b>Transportation</b>	<b>Project Status</b>	<b>12/13</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>
Adams Avenue North Design	Committed	█				
Downtown Streetscapes Phase 2 (A-Design)	Underway	█	█			
Downtown Streetscapes Phase 2 (B-Construction)	Committed	█	█			
Adams Avenue North Construction	Committed	█				
Krueger Elwert-Hwy 99W Design and Construction	Proposed		█	█		
Century Drive Extension	Committed	█				
Downtown Couplet Study and Implementation	Proposed		█			
Downtown Parking Study	Proposed		█			
Cedar Creek Trail - Design Process	Committed	█	█			
Cedar Creek Trail - Construction Process	Proposed		█	█	█	
Highway 99W Sidewalk Improvement Project	Committed	█	█			
Highway 99W Undercrossing	Proposed		█	█	█	
Pine Street Phase 2	Proposed		█	█	█	
Transportation System Plan (TSP) Update	Proposed		█	█	█	
<b>Storm</b>						
Columbia Street Regional Water Quality Facility Design	Underway	█				
Columbia Street Regional Water Quality Facility Const	Proposed			█	█	█
Storm System Master Plan Update	Proposed			█	█	█
<b>Sanitary</b>						
Area 48 North Sewer System Capacity Upgrade - Ph 1	Committed	█	█			
<b>Water</b>						
Water - Pipeline from Wilsonville Segment 3	Underway	█	█			
Seismic Upgrades	Underway	█	█			
Reservoir 535	Proposed		█	█	█	█
Highpoint Dr.	Proposed			█	█	
Purchase 15 mgd from TVWD	Proposed			█	█	
Water MP & Model	Proposed			█	█	
SW Cipole Rd. Stub-out	Proposed				█	█
Highway 99W Crossing	Proposed		█	█	█	
Treatment Plant Expansion	Proposed				█	█
Langer Subdivision	Proposed				█	█
Automatic Meter Reading (AMR)	Proposed		█	█	█	█
<b>Parks</b>						
Senior Center Facility Improvements	Committed	█				
Cedar Creek Trail Design	Committed	█				
Cedar Creek Trail Construction	Proposed		█	█	█	
<b>URA</b>						
Sherwood Community Center	Underway	█				



**RESOLUTION 2012-029**

**A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PROJECT PLAN FOR FISCAL YEAR 2013**

**WHEREAS**, the City of Sherwood Financial Policy IV-4 states that the City shall adopt a five-year Capital Improvement Project Plan annually, and

**WHEREAS**, the attached summary of the FY13 Capital Improvement Project Plan represents capital improvement planning based on the current circumstances and priorities of the City, and

**WHEREAS**, this Capital Improvement Project Plan was the basis for projects included in the FY13 Approved budget.

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

**Section 1.** That it hereby adopts the FY13 Capital Improvement Projects Plan attached hereto as Exhibit A.

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

**Duly passed by the Sherwood City Council this 5th day of June 2012.**

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Keith S. Mays, Mayor

Attest:

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Sylvia Murphy, CMC, City Recorder

## City of Sherwood Five Year Capital Improvement Plan (FY13 Through FY17)

Transportation	Estimated Cost	11/12	12/13	13/14	14/15	15/16	16/17
Adams Avenue North Design	\$ 1,320,000	\$ 265,367	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Downtown Streetscapes Phase 2 (A-Design)	477,204	84,906	272,392	35,000	-	-	-
Downtown Streetscapes Phase 2 (B-Construction)	2,453,824	-	2,250,000	203,824	-	-	-
Adams Avenue North Construction	100,000	-	100,000	-	-	-	-
Krueger Elwert-Hwy 99W Design and Construction	4,500,000	-	750,000	3,550,000	200,000	-	-
Century Drive Extension	500,000	-	500,000	-	-	-	-
Downtown Couplet Study and Implementation	125,000	-	-	125,000	-	-	-
Downtown Parking Study	125,000	-	-	125,000	-	-	-
Cedar Creek Trail - Design Process	958,431	-	450,000	508,431	-	-	-
Cedar Creek Trail - Construction Process	4,738,660	-	-	3,500,000	1,138,660	100,000	-
Highway 99W Sidewalk Improvement Project	648,000	-	90,000	558,000	-	-	-
Highway 99W Undercrossing	4,000,000	-	50,000	100,000	850,000	3,000,000	-
Pine Street Phase 2	-	-	-	1,850,000	-	-	-
Transportation System Plan (TSP) Update	225,000	-	225,000	-	-	-	-
	\$ 20,171,119	\$ 350,273	\$ 4,812,392	\$ 10,555,255	\$ 2,188,660	\$ 3,100,000	\$ -
<b>Storm</b>							
Columbia Street Regional Water Quality Facility Purch	\$ 450,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ -
Columbia Street Regional Water Quality Facility Const	750,000	-	-	-	100,000	600,000	50,000
Storm System Master Plan Update	150,000	-	-	-	150,000	-	-
	\$ 1,350,000	\$ 330,000	\$ -	\$ -	\$ 250,000	\$ 600,000	\$ 50,000
<b>Sanitary</b>							
Brookman Area (54/55) Sewer Conveyance Sys Ext	\$ 1,482,400	\$ 942,839	\$ -	\$ -	\$ -	\$ -	\$ -
Area 48 North Sewer System Capacity Upgrade - Ph 1	1,385,370	-	260,130	1,125,240	-	-	-
	\$ 2,867,770	\$ 942,839	\$ 260,130	\$ 1,125,240	\$ -	\$ -	\$ -
<b>Water</b>							
	Estimated Cost						
Long Term Water Supply	\$ 8,182,917	\$ 45,124	\$ -	\$ -	\$ -	\$ -	\$ -
Water Improvement Reservoir & Pump Station C-53A	10,779,886	(8,460)	-	-	-	-	-
Water - Pipeline from Wilsonville C-53B	24,384,387	640,007	-	-	-	-	-
Water - Pipeline from Wilsonville Segment 3	5,300,000	300,000	4,000,000	1,000,000	-	-	-
Seismic Upgrades	640,212	545,212	95,000	-	-	-	-
Reservoir 535	70,000	-	70,000	500,000	200,000	1,050,000	1,050,000
Highpoint Dr.	89,830	-	-	-	90,000	-	-
Purchase 15 mgd from TVWD	3,000,000	-	-	-	3,000,000	-	-
Water MP & Model	152,000	-	-	-	170,000	-	-
SW Cipole Rd. Stub-out	41,080	-	-	-	-	41,000	-
Highway 99W Crossing	100,000	-	-	350,000	-	-	-
Treatment Plant Expansion	5,000,000	-	-	-	-	2,000,000	3,000,000
Langer Subdivision	56,784	-	-	-	-	-	57,000
Automatic Meter Reading (AMR)	1,000,000	-	100,000	100,000	200,000	200,000	200,000
	\$ 58,797,096	\$ 1,521,883	\$ 4,265,000	\$ 1,950,000	\$ 3,660,000	\$ 3,291,000	\$ 4,307,000
<b>Parks</b>							
Senior Center Facility Improvements	\$ 225,000	\$ -	\$ 221,263	\$ -	\$ -	\$ -	\$ -
Cedar Creek Trail	-	-	100,000	-	400,000	-	-
	\$ 225,000	\$ -	\$ 321,263	\$ -	\$ 400,000	\$ -	\$ -
<b>URA</b>							
Cannery Site Development	\$ 3,373,222	\$ 355,355	\$ -	\$ -	\$ -	\$ -	\$ -
Plaza Development	2,749,259	1,824,557	-	-	-	-	-
Sherwood Community Center	5,056,612	300,000	4,612,395	-	-	-	-
	\$ 11,179,093	\$ 2,479,912	\$ 4,612,395	\$ -	\$ -	\$ -	\$ -

**TO:** Sherwood City Council

**FROM:** Craig L. Gibons, Finance Director

**SUBJECT:** Second FY12 Supplemental Budget, Resolution 2012-030

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## **ISSUE**

A Supplemental Budget is used to increase appropriations when needed for expenditures that were unplanned. This memo summarizes the information included in the second FY12 Supplemental Budget, Resolution 2012-030.

### **Asset Depreciation Fund**

The FY12 budget included provisions for closing out the Asset Depreciation Fund by transferring the fund balance back to the source funds. The Asset Depreciation Fund had a larger ending fund balance than planned and this supplemental budget includes an increase in the interfund transfers in order to close out the Fund.

### **Street Capital Fund**

Several Capital projects have been initiated since the budget was adopted or more has been expended on them this year than anticipated. The Langer Farms Parkway and Oregon Street Project both had costs over budget for the year. The Pine Street Phase 2 project was deferred and the targeted funds used to purchase the Elwert property. Eddy Road sidewalks project was not budgeted for and the downtown streetscapes project began a year earlier than anticipated. All these changes impacted the FY12 budget. These are all multi-year projects, with multi-year funding plans. This supplemental budget just accesses that funding sooner (or later) than anticipated.

### **Telecommunications Fund**

In October 2011, the Council adopted Resolution 2011-088 which authorized an interfund loan from the General Fund to the Telecom Fund. Council is now being asked to modify the FY12 budget to provide for the inter-fund debt service payment.

1. An interfund transfer is already budgeted in the Telecomm Fund. That transfer will be re-budgeted as an Interfund Debt Service payment.

2. In order to meet the debt service schedule in Resolution 2011-088, the payment will be increased from \$200,000 to \$315,296 by transferring appropriation from other categories to Debt Service.

### Summary of Changes

<b>Asset Depreciation Fund</b>			
<b>Resource</b>	<b>Amount</b>	<b>Expenditure</b>	<b>Amount</b>
Beginning Fund Balance	\$ 2,859	Transfers Out	\$ 3,019
Interest	160		
<b>Revised Total Resources</b>	<b>\$ 221,017</b>	<b>Revised Total Requirements</b>	<b>\$ 221,017</b>
<b>Street Capital Fund</b>			
<b>Resource</b>	<b>Amount</b>	<b>Expenditure</b>	<b>Amount</b>
Beginning Fund Balance	\$ 773,000	Personal Services	\$ 25,000
Intergovernmental - Grants	1,183,200	Materials & Services	45,000
		Capital Outlay	1,886,200
<b>Revised Total Resources</b>	<b>\$ 6,366,647</b>	<b>Revised Total Requirements</b>	<b>\$ 6,366,647</b>
<b>Telecommunications Fund</b>			
<b>Resource</b>	<b>Amount</b>	<b>Expenditure</b>	<b>Amount</b>
Beginning Fund Balance	\$ 52,296	Personal Services	\$ (10,000)
		Transfers Out	(200,000)
		Capital Outlay	(20,000)
		Contingency	(33,000)
		Debt Service	315,296
<b>Revised Total Resources</b>	<b>\$ 486,421</b>	<b>Revised Total Requirements</b>	<b>\$ 486,421</b>

Staff Recommendation: Council is required to hold a public hearing and receive public testimony per ORS 294.473 before adoption of supplemental budget Resoultion 2012-030.



**RESOLUTION 2012-030**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS**

**WHEREAS**, supplemental budgets are required:

- when a government receives revenue it did not plan for in its budget and wishes to spend the extra revenue, or
- occurrences or conditions which were not known at the time the budget was prepared require changes in financial planning; and

**WHEREAS**, the following events have occurred:

- The FY12 budget included provisions for closing out the Asset Depreciation Fund by transferring the fund balance back to the source funds. The Asset Depreciation Fund had a larger ending fund balance than planned requiring an increase in the inter-fund transfers in order to close out the Fund.
- In October 2011, the Council adopted Resolution 2011-088 which authorized an inter-fund loan from the General Fund to the Telecom Fund. Council is now being asked to modify the FY12 budget to provide for the inter-fund debt service payment.
- Several Capital projects have been initiated since the budget was adopted or more has been expended on them this year than anticipated. These are all multi-year projects, with multi-year funding plans.

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

**Section 1.** Appropriations for the 2011-12 fiscal year are increased (decreased) in the following amounts:

<b>Asset Depreciation Fund</b>			
<b>Resource</b>	<b>Amount</b>	<b>Expenditure</b>	<b>Amount</b>
Beginning Fund Balance	\$ 2,859	Transfers Out	\$ 3,019
Interest	160		
<b>Revised Total Resources</b>	<b>\$ 221,017</b>	<b>Revised Total Requirements</b>	<b>\$ 221,017</b>

<b>Street Capital Fund</b>			
<b>Resource</b>	<b>Amount</b>	<b>Expenditure</b>	<b>Amount</b>
Beginning Fund Balance	\$ 773,000	Personal Services	\$ 25,000
Intergovernmental - Grants	1,183,200	Materials & Services	45,000
		Capital Outlay	1,886,200
<b>Revised Total Resources</b>	<b>\$ 6,366,647</b>	<b>Revised Total Requirements</b>	<b>\$ 6,366,647</b>

<b>Telecommunications Fund</b>			
<b>Resource</b>	<b>Amount</b>	<b>Expenditure</b>	<b>Amount</b>
Beginning Fund Balance	\$ 52,296	Personal Services	\$ (10,000)
		Transfers Out	(200,000)
		Capital Outlay	(20,000)
		Contingency	(33,000)
		Debt Service	315,296
<b>Revised Total Resources</b>	<b>\$ 486,421</b>	<b>Revised Total Requirements</b>	<b>\$ 486,421</b>

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

**Duly passed by the City Council this 5th day of June 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Mayor and City Council

**FROM:** Craig Gibons, Finance Director

**SUBJECT: Resolution 2012-031, A Resolution Declaring the City's Election to Receive State Revenues**

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**ISSUE:**

This is a resolution that informs the State that Sherwood is eligible for and elects to receive state revenues.

**ACTION REQUESTED:**

Council adoption of Resolution 2012-031, a Resolution declaring the City's election to receive State Revenues.

**BACKGROUND:**

The state of Oregon shares certain revenue with municipalities that choose to accept it. The only qualification to receive these funds is to hold public hearings on the use of the money. The City held one hearing during the Budget Committee meetings and will hold the other required hearing at this Council meeting.

The FY13 General Fund budget includes a revenue line item of \$160,000 for this revenue source. This estimate is based on information from the League of Oregon Cities. The League tracks this issue closely for cities.

The attached resolution will inform the state that the City has qualified for and elects to receive this funding.

**ATTACHMENTS:**

Resolution



**RESOLUTION 2012-031**

**A RESOLUTION DECLARING THE CITY’S ELECTION TO RECEIVE STATE REVENUES**

**WHEREAS**, Oregon Revised Statute 221.770, provides for Oregon municipalities to receive state revenues should they elect to via resolution or ordinance, and

**WHEREAS**, said statute also requires the electing municipality to hold two public hearings on the municipality’s use of the funds, and

**WHEREAS**, on April 16, 2012 a public hearing on the use of state revenues was held by the City of Sherwood Budget Committee and on June 5, 2012, a public hearing on the use of state revenues was held by the City Council.

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

**Section 1:** Pursuant to ORS 221.770, to elect to receive state revenues for the Fiscal Year 2012-2013.

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

**Duly passed by the City Council this 5<sup>th</sup> day of June 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**Council Meeting Date:** June 5, 2012

**Agenda Item:** Public Hearing

**TO:** Sherwood City Council

**FROM:** Craig Gibons, Budget Officer

**SUBJECT: Adoption of Resolution 2012-032 New Fee Schedule Effective July 1, 2012**

The following chart summarizes the recommended changes in the fee schedule that will be effective on July 1, 2012.

Section	Name of Fee	Current Rate	Proposed Rate	Notes
<b>Section 1: General</b>				
<i>B) Business License</i>	5. Violation of provision	5% of the license fee for each month delinquent not to exceed \$100	Up to \$250 per violation	This is consistent with Municipal Code
<b>Section 2: Library</b>				
<i>A) General Fees</i>	2. Overdue DVD	\$1.00		Add Blu-ray
<b>Section 4: Court</b>				
<i>A) Court Fees</i>	6, Vehicle Compliance Admin Fee	\$20	\$25	
	9. Driving while suspended proof of valid license	\$150	\$200	
	14. Traffic School Diversion Program: Class A	\$290	\$285	
	Class B	\$120	\$155	
	Class C	\$75	\$80	
	Class D	\$50	\$45	
<b>Section 6: Parks &amp; Recreation/Field Hs</b>				
<i>B) Athletic Field User Charges</i>	Snyder Park Tennis Court – Camp or Tournament (first come first served)		\$25 per hour	New Fee
<i>F) Fieldhouse</i>	Pre-school play	\$2 per child	\$3 per child	Delete family of three or more for \$5
	Open Play - 10 play punch card		\$25	New Fee
<i>H) Film Permit</i>	Small productions		\$250 per day	New Fee
	Large productions		\$1,000 per day	New Fee
<b>Section 6: Utility Charges for Service</b>				
<i>O) Sanitary Rates</i>	CWS regional sewer utility user base rate per EDU	\$19.65	\$20.36	Increase in CWS rates
	CWS regional sewer utility usage rate per CCF	\$1.31	\$1.36	Increase in CWS rates

Section	Name of Fee	Current Rate	Proposed Rate	Notes
	Sherwood sewer utility user base rate per EDU	\$4.51	\$4.65	Increase in CWS rates
	Sherwood sewer utility usage rate per CCF	\$0.25	\$0.26	Increase in CWS rates
<i>P) Storm Rates</i>	CWS regional storm water utility user rate per ESU	\$1.31	\$1.44	Increase in CWS rates
	Sherwood storm water utility user rate per ESU	\$11.46	\$11.83	Increase in CWS rates
<i>R) Sidewalk Repair Assistance Program</i>	Shave  Full Panel Replacement		(50% of total cost of the contractor's invoice)  (50% of the total cost of the work to be performed)	Work may include any or all of the following: contractor's cost to remove and replace the panel(s); arborists initial report of findings; tree removal; street tree permit fee.
<b>Section 7: System Development Charges</b>	All City SDC's			Increase 2.44% based on ENR
	CWS Regional Sewer Connection Charge	\$4,500	\$4,665	Increase in CWS rates
<b>Section 8: Engineering</b>				
<i>C) Miscellaneous Fees</i>	9. As-Built Requests electronic media	\$10 per CD	\$25 per CD	
<b>Section 9: Planning</b>				
<i>C) Conditional Use Permit</i>	Without concurrent type III or IV application			Addition to description
	With concurrent type III or IV application		\$2,072	New Fee
<i>E) Miscellaneous Actions</i>	Minor amendments prior to approval	50% of base fee for land use being modified		Delete the fee
<i>F) Other Fees</i>	Home Occupation Review of renewal application (Class A)	\$50	\$25	Reduce the fee on renewals only
<i>G) Trees</i>	Tree mitigation (Fee in Lieu)	\$75 per caliber inch		Delete the fee
	Street tree removal permit	\$20	\$25 for the 1 <sup>st</sup> tree, \$10 each additional tree	
	Removal of more than 6 trees or 10% on private property		\$107	New fee
<b>K) Site Plan Review</b>				
	Minor Modification to approved site plan		\$276	New fee
	Major modification to approved site plan type II		\$1,010	New fee
	Major modification to approved site plan type III or IV		\$2,425	New fee
<b>Section 11: Building</b>				
<i>A) Building Permits</i>	School CET Residential			Change to Commercial



**RESOLUTION 2012-032**

**A RESOLUTION ADOPTING A SCHEDULE OF FEES AS AUTHORIZED BY THE CITY ZONING AND COMMUNITY DEVELOPMENT CODE, ESTABLISHING FEES FOR MISCELLANEOUS CITY SERVICES AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the Sherwood Municipal Code authorizes certain administrative fees and charges to be established by Resolution of the City Council; and

**WHEREAS**, the City performs and offers certain services, the cost of which are most reasonably borne by the recipient, as opposed to paying for said services from general City funds; and

**WHEREAS** the City Manager has developed a set of administrative fees and charges for the Council and City to use when assessing general fees for permits, applications, and services, and recovering general costs of performing actions requiring oversight and administration by City staff; and

**WHEREAS**, the City Council believes it is most appropriate and fiscally responsible that fees and charges for all services be set by the City Council, and at a level whereby reasonable costs are recovered; and

**WHEREAS**, the City has met the requirement for providing an opportunity for public comment prior to the adoption of this fee resolution as required by ORS 294.160.

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

Section 1. Adoption: The City of Sherwood Rates and Fees Schedule, attached hereto as Exhibit A, is hereby approved and adopted, and supersedes all prior development fee and charges schedules and miscellaneous fee schedules.

Section 2. Effective Date: This Resolution shall become effective July 1, 2012.

**Duly passed by the City Council this 5<sup>th</sup> day of June 2012.**

---

Keith S. Mays, Mayor

Attest:

---

Sylvia Murphy, CMC, City Recorder



*Home of the Tualatin River National Wildlife Refuge*

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## **The City of Sherwood, Oregon Master Fees and Charges**

Exhibit A

Resolution: 2012-032

Adopted: 06/05/2012

Effective: 07/01/2012

Also available online at  
[www.sherwoodoregon.gov](http://www.sherwoodoregon.gov)

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## **SECTION 1: GENERAL**

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### **SECTION 1: GENERAL**

#### **A) Staff Rates:**

The following fees shall be charged for the services of City Staff.

1. For individuals listed on the salary schedule.
  - 200% of the hourly rate for the position at step 1.

#### **B) Business License:**

- Persons conducting business with the City of Sherwood and who are subject to being licensed under the provisions of sections 5.04 shall pay a business license fee.

1.	Business - Inside the City of Sherwood	\$75 plus \$6 per employee working more than 20 hours per week.
2.	Business - Outside the City of Sherwood	\$107.50 plus \$6 per employee working more than 20 hours per week.
3.	Temporary license	\$112.50 plus an additional 50% of inside the City of Sherwood fee. For 30 days or less annually.
4.	Late fee for renewals	\$5 per month or portion of a month late.
5.	Violation of provision	Up to \$250 per violation

#### **C) Liquor License:**

- The Oregon Liquor Control Commission (OLCC) solicits the city's recommendation on applications for new, renewed, or changed liquor licenses. (ORS 471.164- 471.168)

1.	Original application	\$100
2.	Change in ownership	\$75
3.	Change in location	\$75
4.	Change in privilege	\$75
5.	Renewal of license	\$35
6.	Temporary license	\$100

## SECTION 1: GENERAL

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### D) Franchise Fees, Privilege Taxes, and Other Associated Fees

#### D.1. Franchise Fees (as set by franchise agreements):

- |   |  |
|---|--|
| 1.) <u>Electricity</u><br>Portland General Electric<br>3.5% of defined gross revenue<br>Ordinance No. 92-951<br>Expires August 1, 2012  | 2.) <u>Cable and Broadband Services</u><br>Frontier<br>5% of gross revenue<br>Ordinance No. 2007-008<br>Expires August 21, 2015  |
| 3.) <u>Natural Gas</u><br>Northwest Natural Gas<br>5% of gross revenue collected<br>Ordinance No. 2006-016<br>Expires November 16, 2016 | 4.) <u>Cable and Broadband Services</u><br>Comcast<br>5% of gross revenue<br>Resolution No. 2000-857<br>Expires January 31, 2015 |
| 5.) <u>Garbage/Solid Waste</u><br>Pride Disposal<br>5% of gross revenue<br>Ordinance No. 98-1049<br>Expires November 1, 2012            |  |

#### D.2) Privilege Taxes and Associated Fees:

Note: Privilege tax payments shall be reduced by any franchise fee payments received by the City, but in no case will be less than \$0.00.

- 1.) Telecommunications Utilities (as defined in ORS 759.005)  
Privilege tax: 7% of gross revenues as defined in ORS 221.515.
- 2.) Utility Operators Privilege Tax(as defined in SMC 12.16.050) Not Listed Above  
Privilege tax: 5% of gross revenues.
- 3) License application fee \$50

## SECTION 1: GENERAL

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### E) Public Record Fees:

1.)	Copies of Finance documents		
	• Budget	\$40	per copy
	• Audit Reports	\$25	per copy
2.)	Copies of planning documents		
	• Community development plan	\$25	per copy
	• Local wetland inventory	\$25	per copy
	• Master plans	\$25	per copy
3.)	Copies of Maps		
	• 8 ½ x 11 black and white	\$3	per copy
	• 8 ½ x 11 color	\$5	per copy
	• 11 x 17 black and white	\$6	per copy
	• Small size color 11 x17	\$10	per copy
	• Quarter section aerial	\$125	per copy
	• Full size color up to 36 x 48	\$25	per copy
4.)	General Service Copies		
	• Copying	\$.15	per single side
	• Copying	\$.25	per double side
	• 24 x 36 large format plotter	\$4	per sheet
5.)	Audio and video tape copies		
	<i>(City Council meeting tapes can be viewed onsite at no charge – contact City Recorder’s office)</i>		
	• Audio	\$25	each
	• Video	\$25	each
	• Data disk	\$25	each
6.)	Document Research		
	• Billed in 15 minute increments (see Section 1A)		
	• Plus the cost of copying		
7.)	• Faxing	\$2	plus \$1 per page
8.)	• Lien search fee	\$10	per lot
9.)	• NSF check charges	\$25	per occurrence
10.)	• Notary fee	\$10	per signature

The following fees shall be charged for the services of the City Attorney’s Office of the City.

A)	Outside consultant fees	Actual cost plus 10%
B)	Legal counsel fees	Actual cost plus 10%
C)	Miscellaneous fees	Actual cost plus 10%

## SECTION 2: LIBRARY

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### SECTION 2: LIBRARY

The following fees shall be charged for the Library Department activities of the City:

#### A) General Fees:

1.	Damaged/lost material		based on extent/\$5 processing fee
2.	Overdue DVD/Blu-ray	\$1.00	per day
3.	All other materials	\$0.15	per day
4.	Lost cultural pass		varies
5.	Non-resident card	\$100	annually
6.	Overdue cultural pass	\$10	daily
7.	Internet printing	\$0.10	per page
8.	Replacement library card	\$1.00	per card
9.	General copies on the public copier	\$0.10	per page

## SECTION 3: POLICE

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### SECTION 3: POLICE

The following fees shall be charged for the Police Department activities of the City:

#### (A) Alarm Permit Fees:

1. Every alarm user shall register their alarm system, as defined in SMC 8.08.020
2. Initial alarm permit (*Permit Waived if over 65 years of age*) \$100
3. Annual renewal (*Renewal waived if over 65 years of age*) \$25
4. Failure to obtain an initial permit or renewal within 90 days of invoicing will result in an inactive alarm permit

#### (B) Alarm System Code Violation Fees:

- Any alarm system, as defined in SMC 8.08.070, that has a false alarm(s) within any calendar year shall be subject to the following fees or actions:

- |    |                                     |        |                 |
|----|-------------------------------------|--------|-----------------|
| 1. | First false alarm per calendar year | No Fee | per false alarm |
| 2. | Second false alarm                  | \$50   | per false alarm |
| 3. | Third false alarm                   | \$100  | per false alarm |
| 4. | Fourth false alarm                  | \$200  | per false alarm |
| 5. | Fifth and subsequent false alarms   | \$500  | per false alarm |
| 6. | False Alarm – No Permit             | \$500  | Per false alarm |

#### (C) Police Reports:

- |    |                  |      |            |
|----|------------------|------|------------|
| 1. | Copies of report | \$20 | per report |
| 2. | Audio tapes      | \$25 | per tape   |
| 3. | Video tapes      | \$30 | per tape   |

#### (D) Vehicle Impound:

- Whereas, state law and Sherwood municipal codes, as defined in SMC 8.04.060, that authorizes police officers to impound an abandoned vehicle or a vehicle that is disabled, discarded, or hazardously located.

- |    |                               |       |             |
|----|-------------------------------|-------|-------------|
| 1. | Police impounded vehicle fees | \$125 | per vehicle |
|----|-------------------------------|-------|-------------|

## SECTION 3: POLICE

---

### (E) Parking Violation Fees:

1.	No parking (anytime) zone	\$20
2.	Obstructing streets or sidewalks	\$20
3.	Double parking	\$20
4.	Blocking driveway	\$20
5.	Parking in bus zone	\$20
6.	Parking in loading zone	\$20
7.	Parking on wrong side of street	\$20
8.	Parking along yellow curb or in crosswalk	\$20
9.	Parking over space line	\$20
10.	Parking over time limit	\$20

### (F) Miscellaneous Police Fees:

1.	Copies of photographs (12 exposure)	\$15	plus processing costs
2.	Copies of digital photographs/photo files	\$20	per disc
3.	Fingerprinting	\$25	per card

## **SECTION 4: MUNICIPAL COURT**

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### **SECTION 4: MUNICIPAL COURT**

The following fees shall be charged for the Municipal Court activities of the City:

#### **A) Court Fees:**

1.)	Failure to appear – arraignments	\$50
2.)	Failure to appear – trials	\$150
3.)	Failure to comply	\$20
4.)	Turned over to collection agency ( <i>Not to exceed \$250</i> )	25% of the amount owed
5.)	Set-up fee for citation time payment plan ( <i>Not to exceed \$250</i> )	25% of the amount owed
6.)	Vehicle compliance program – administrative fee	\$25
7.)	License reinstatement fee	\$50
8.)	No Operators License	
	• Obtain and provide proof of valid license	\$100
9.)	Driving While Suspended	
	• Obtain and provide proof of valid license	\$200
10.)	Expired Registration/Tags (expiration less than or equal to 30 days)	
	• Obtain and provide proof of current registration	Vehicle Compliance
11.)	Expired Registration/Tags (expiration greater than 30 days )	
	• Obtain and provide proof of current registration	\$40
12.)	Failure to Carry Registration	
	• Obtain and provide proof of registration	Vehicle Compliance
13.)	Seatbelt Diversion Program	\$40
14.)	Traffic School Diversion Programs	
	• Class A	\$285
	• Class B	\$155
	• Class C	\$80
	• Class D	\$45
15.)	Driving Uninsured	
	• Administrative Fee if proof of insurance is provided at or before the arraignment	\$100
16.)	Suspension fee	\$70
17.)	Fireworks Diversion Program	
	• Firework Diversion Fee	\$100

#### **B) Dog Fees:**

- Any person violating the provisions of SMC section 6.04 shall pay the following fees.
  1. Animal noise disturbance \$250
  2. Animal waste on public or another's private property \$250

## SECTION 5: PARKS & RECREATION

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### SECTION 5: PARKS & RECREATION

The following fees shall be charged for the Parks & Recreation activities of the City:

<b>A) Player Fees:</b>	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>
• Sherwood youth	\$15	\$20
• Adult leagues	\$15	\$20
a) All fees are per player and per season		
b. Youth fees include SFPA, SJBO, SBO, SYSC, SVB, SLC		
 <b>B) Athletic Field User Charges:</b>		
<b><u>Natural Turf</u></b>	<b><u>Non-Peak (8am -3pm)</u></b>	<b><u>Peak (3pm – dark)</u></b>
• Group reservations-Non profit	\$25/hour	\$45/hour
• Group reservations-For profit	\$35/hour	\$55/hour
• Private reservations-resident	\$15/hour	\$20/hour
• Private reservations-non-resident	\$20/hour	\$25/hour
•		
• Snyder Park Tennis Court – Camp or Tournament (first come first served)	\$25/hour	\$25/hour
<b><u>Artificial Turf</u></b>	<b><u>Non-Peak (8am -3pm)</u></b>	<b><u>Peak (3pm – dark)</u></b>
• Commercial/for profit		
• Resident	\$50/hour	\$89/hour
• Non-resident	\$70/hour	\$100/hour
• Non-profit	\$40/hour	\$65/hour
• Private reservation		
• Resident	\$25/hour (Mon-Fri)	
• Resident	\$30/hour (Sat-Sun)	
• Non-resident	\$45/hour (Mon-Fri)	
• Non-resident	\$65/hour (Sat-Sun)	
• Tournament fee		
• Resident	Covered under per player/per season league fee	
• Non-resident	\$80/Hour	
• Sherwood youth league	Covered under per player/per season league fee	
• Sherwood adult league	Covered under per player/per season league fee	
<b><u>High School Turf</u></b>	<b><u>Resident</u></b>	<b><u>Non Resident</u></b>
• Practice time - youth	\$20/hour	
• Practice time - all others	\$50/hour	
• Games – youth	\$25/game	\$50/game
• Games - all others	\$60/game	
• Light fee	\$25/hour	

## SECTION 5: PARKS & RECREATION

<u>Gym Fees</u>	<u>Resident</u>	<u>Non Resident</u>
• Drop in gym programs	\$2/per person	\$4/per person
• Commercial – for profit	\$60/hour	\$80/hour
• Non-profit groups	\$20/hour	\$50/hour
• Private reservations	\$40/hour	\$60/hour
• Opening/Closing of Facility	\$30/Hour (1 hr Min)	
<b>C) Robin Hood Theater Sign:</b>	\$15/per day (\$60 Minimum)	
<b>D) Picnic Shelter:</b>	<u>Resident</u>	<u>Non Resident</u>
• Rentals	\$45/4 hour or \$90 day	\$65/4hour or \$135/day
<b>E) Amphitheater Rental:</b>	\$75/4hour or \$150/day	\$100/4hour or \$200/day
• When reserving the Amphitheater you must also reserve the picnic shelter		
<b>F) Field House Fees:</b>		
<u>Team Fees</u>		
• Adult team	\$400	\$50 late fee if not paid by deadline
• Youth team	\$400	\$25 late fee if not paid by deadline
<u>Player Cards</u>		
• Adult player cards	\$10	
• Youth player cards	\$7	
<u>Rental Fees</u>		
• Day time fees (7 a.m. – 3 p.m.)	\$35/hour	
• Evening fees (3 p.m. – midnight)	\$75/hour	
<u>Open Play Fees</u>		
• Pre-school play fees	\$3/per child	
• 10 play punch card	\$25	
• Adult open play fees	\$4/per person	
<u>Birthday Parties</u>		
• Birthday party fees	\$110	
<u>Party Room Rental</u>		
• Party room rental fees	\$25/hour	
<u>Concessions and Merchandise</u>		
• Concessions and Merchandise	Varies	
<b>G) Special Event Permit</b>	<u>Resident</u>	<u>Non Resident</u>
• Non-Profit Fee	\$75	\$125
• For-Profit Fee	\$150	\$200
<b>H) Film Permit</b>		
Small productions (no street closures, staging, city services, or park closures)		\$250 per day
Large production (requires street closure, city services, staging, etc.)		\$1,000 per day

## **SECTION 7: SYSTEM DEVELOPMENT CHARGES**

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### **SECTION 6: UTILITY CHARGES FOR SERVICE**

#### **Water Utility Rates**

##### **RESIDENTIAL, MULTI-FAMILY, AND COMMERCIAL WATER SERVICE**

Applicable to all residential, multi-family, and commercial customers receiving water service within the Sherwood city limits.

A residential customer is defined as a customer whose meter service serves only one-single family dwelling unit. All dwelling units served by individual meters shall be charged the residential rate for service. For example, the residential rate shall apply where separate water meters provide service to each side of the duplex.

Multi-family customers are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments.

Commercial customers are defined as customers whose meter is for any use other than residential and Multi-family. Some examples of commercial uses include, but are not limited to: schools, hospitals, restaurants, dedicated irrigation service, and service stations.

#### **A) Residential and Multi-Family Rates:**

<b>Customer Class/Meter Size</b>	<b>Base Charge (\$/Month)</b>	<b>Consumption Charge (\$/100 gallons)</b>	<b>Consumption Charge (\$/100 gallons)</b>
5/8 - 3/4"	\$18.74	First 21,000	Over 21,000
1"	\$23.17	First 21,000	Over 21,000
1-1/2"	\$41.18	First 21,000	Over 21,000
2"	\$59.88	First 21,000	Over 21,000
3"	\$120.49	First 21,000	Over 21,000
4"	\$205.87	First 21,000	Over 21,000
6"	\$427.38	First 21,000	Over 21,000
8"	\$791.08	First 21,000	Over 21,000
10"	\$1,142.39	First 21,000	Over 21,000
		<b>Consumption Rate</b>	
		\$0.51	\$0.79

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

### B) Commercial Rates:

Customer Class/Meter Size	Base Charge (\$/Month)	Consumption Charge (\$/100 gallons)	Consumption Charge (\$/100 gallons)
5/8 - 3/4"	\$19.37	First 21,000	Over 21,000
1"	\$23.95	First 21,000	Over 21,000
1-1/2"	\$42.57	First 21,000	Over 21,000
2"	\$61.90	First 21,000	Over 21,000
3"	\$124.55	First 21,000	Over 21,000
4"	\$212.80	First 21,000	Over 21,000
6"	\$441.76	First 21,000	Over 21,000
8"	\$817.70	First 21,000	Over 21,000
10"	\$1,180.83	First 21,000	Over 21,000
		<b>Consumption Rate</b>	
		\$0.57	\$0.57

### C) Fire Protection Service:

The following fees shall be charged for all applicable connections for automatic sprinklers, and fire hydrants service for private fire protection:

Customer Class/Meter Size	Base Charge
• 4" and under	\$31.89
• 6"	\$53.28
• 8"	\$75.66
• 10"	\$104.08
• Water service connection in ROW	Actual time and materials

### D) Hydrant Rentals:

#### Fire hydrant permits - mandatory for fire hydrant use

• Three month permit (plus water usage at current rate)	\$55
• Six month permit (plus water usage at current rate)	\$80
• Twelve month permit (plus water usage at current rate)	\$130
• Penalty for unauthorized hydrant use	\$500
• Penalty for using non-approved (un-inspected tank)	\$950
• Failure to report water usage (per day for period not reported)	\$15
• Hydrant meter - refundable deposit	\$745
• Hydrant meter – daily rental (plus water usage at current rate)	\$20
• Hydrant meter read – monthly reads	\$50
• Hydrant meter setup – Initial setup of meter on hydrant	\$50
• Flow testing of fire hydrants	\$160

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

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### E) Account Activation and De-Activation:

#### Water Service on or off water at customer's request

- Deposit for application of service (Prior Collection Customers) \$100
- New account fee \$15
- First call – during office hours, Monday-Friday, except snowbird turnoffs No Charge
- Activation after office hours and weekends \$60
- Leaks or emergencies beyond customer control during office hours or after hours or weekends No Charge
- Second call \$30
- Non-leak or emergency turn offs after office hours or weekends \$50
- All snowbird/vacant turn offs \$25

#### Water Service off and on for non-payment/Non-Compliance

- Turn on water during office hours, Monday through Friday \$60
- After hours or weekends, an additional \$50
- Meter tampering and/or using water without authority \$60
- Broken promise turn off \$60
- Door hangers \$10.00 per door hanger

### F) Additional Charges, If Necessary, To Enforce:

- Removal of meter \$80
- Reinstallation of meter No Charge
- Installation or removal of locking device-first occurrence \$50
- Installation or removal of locking device-second occurrence \$75
- Installation or removal of locking device-third occurrence \$150 and meter pulled
- Repair of breakage/damage to locking mechanism (curb stops, etc) parts and labor
- Service off water at main or reinstating service parts and labor

### G) Other Additional Charges:

- Decreasing or increasing size of meter parts and labor
- Removal of meter during construction \$150
- Loss of meter (replacement cost) \$190-\$425
- Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice. \$100
- Backflow assembly test/repair (Contract services) parts and labor
- Damage or Repair to Water Utility actual time and material

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

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### H) Testing water meters at customer/owner's request:

- Testing on premises (5/8"x 3/4", 3/4", 1") \$80
- Removal of meter for testing (5/8"x 3/4", 1") \$250
- Testing of meters larger than 1" parts and labor

### I) Backflow Prevention Device Test Fee:

- Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice. \$100
- Service on and off for non-compliance of annual testing and reporting, see Section E.

### J) Water Service/Meter Installation Services:

Meter Size	Drop-In Service	Dig-In Service
5/8" – 3/4"	\$360	\$2,095
1"	\$730	\$2,465
1.5"	\$1,830	\$4,280
2"	\$3,050	\$5,500
3"	\$6,100	n/a
4"	\$7,930	n/a
6"		n/a
8"		n/a

#### Definitions:

Drop-In Service	An existing condition where developers of a residential subdivision or commercial complex has installed water service to each serviceable and buildable lot in accordance with City specifications.
Dig-In Service	Condition where the City or its contractor must physically tap into a mainline to extend water service to the property. Meter installation over 2" will be installed at a time and materials rate by city staff or city authorized contractors.

### K) Un-Authorized Water Hook up:

- Un-authorized water hook up \$150  
(Plus water use charges billed at current rate)

### L) Re-Inspection Fees (Sanitary, Street, Storm and Water):

- First re-inspection \$50/each
  - Re-inspection fee after the first \$100/each
  - All subsequent re-inspection fees \$150/each
- \*Sanitary Sewer Interceptor Program – FOG\*

### M) Usage of Meter Key

- Deposit refundable with key return \$25

### N) Water Use Restriction – Penalties

- First notice of violation \$100
- Second notice of violation \$300
- Third notice of violation \$500

## **SECTION 7: SYSTEM DEVELOPMENT CHARGES**

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### **O) Sanitary Rates:**

The monthly sewer utility user charge for property within the City and served by Clean Water Services (CWS) of Washington County shall be established by CWS and adopted annually.

- CWS regional sewer utility user base rate per EDU \$20.36
- CWS regional sewer utility usage rate per CCF \$1.36
- Sherwood sewer utility user base rate per EDU \$4.65
- Sherwood sewer utility usage rate per CCF \$0.26
- Damage or Repair to Sewer Utility actual time and material
- Illegal Discharge to Sewer Utility actual time and material

### **P) Storm Rates:**

- The monthly sewer utility user charge for property within the City and served by Clean Water Services (CWS) of Washington County shall be established by CWS and adopted annually.

- CWS regional storm water utility user rate per ESU \$1.44
- Sherwood storm water utility user rate per ESU \$11.83
- Damage or Repair to Storm Utility actual time and material

### **Q) Street Fees:**

Street Maintenance Fee

- Single family residential \$2/monthly per account
- Multi Family \$2 monthly per EDU
- Non – residential/Commercial \$2/monthly per ESU

Street Light Fee

- Single family residential \$2.32/monthly per account
- Multi-Family \$2.32/monthly per EDU
- Non – residential/Commercial \$0.67/monthly per ESU

Sidewalk Repairs Fee

- Single family residential \$0.52/monthly per account
- Multi-Family \$0.52/monthly per EDU
- Non – residential/Commercial \$0.16/monthly per ESU

Safe Sidewalks (New Sidewalks) Fee

- Single family residential \$0.69/monthly per account
- Multi-Family \$0.69/monthly per EDU

### **R) Sidewalk Repair Assistance Program:**

The homeowner shall be responsible for:

- 1.) Shaves (50% of total cost of the contractor's invoice)
- 2.) Full Panel Replacements (50% of the total cost of the work to be performed)

Work may include any or all of the following: contractor's cost to remove and replace the panel(s); arborists initial report of findings; tree removal; street tree permit fee.

Payment arrangements will be made available to homeowners. Homeowner's failure to pay their portion of the costs may result in a lien being placed on their property and all costs associated.

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

### SECTION 7: SYSTEM DEVELOPMENT CHARGES

The following fees shall be assessed for the Systems Development Charges (SDC). SDC's are one-time fees charged to new development to help pay a portion of the costs associated with building capital facilities to meet needs created by growth.

#### A) Water SDC:

Meter Size	Reimbursement Charge	Improvement Charge	Administrative Charge Per Meter
3/4"	\$0	\$6,725.68	\$50.02
1"	\$0	\$16,816.77	\$50.02
1-1/2"	\$0	\$33,633.54	\$50.02
2"	\$0	\$53,811.81	\$50.02
3"	\$0	\$117,713.93	\$50.02
4"	\$0	\$201,794.31	\$50.02
6"	\$0	\$420,405.41	\$50.02
8"	\$0	\$605,382.97	\$50.02

Exception: There is no System Development Charge (reimbursement of improvement fee) to upgrade from 5/8" – 3/4" to 1" when the sole purpose is a residential fire sprinkler system.

- Fire flow sprinkler buildings only \$3,200.50

#### B) Sewer SDC:

Sewer Residential	Reimbursement Charge	Improvement Charge	Flow Count
Single family residence	\$0.094	\$0.27	535 gallons
Two family residence (duplex)	\$0.094	\$0.27	535 gallons
Manufactured home/ single lot	\$0.094	\$0.27	535 gallons
Manufactured home parks	\$0.094	\$0.27	based on Engineer estimate
Multi-family residential	\$0.094	\$0.27	based on Engineer estimate
Commercial	\$0.094	\$0.27	based on Engineer estimate
Industrial	\$0.094	\$0.27	based on Engineer estimate
Institutional uses	\$0.094	\$0.27	based on Engineer estimate
• CWS regional connection charge (96% CWS, 4% City of Sherwood)			\$4,665 (Per dwelling unit or dwelling unit equivalent)
• Connections involving line taps, line extensions, etc.			actual labor and materials

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

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### C) Storm SDC:

<u>Storm</u>	<u>Improvement Charge</u>	
A.) Water quantity per ESU	\$275	
B.) Water quality per ESU	\$225	
<ul style="list-style-type: none"> <li>Regional Storm Drainage: - per area of impervious surface. One equivalent service unit (ESU) equals 2,640 square feet.</li> <li>City storm drainage: per area of impervious surface</li> </ul>		\$0.046 per square foot

### D) Parks SDC:

<u>Parks and Recreation</u>	<u>Administration Fee</u>	<u>Improvement Fee</u>	<u>Total Fee</u>
Single family dwelling	\$716.18	\$6,952.60	\$7,668.78 per dwelling unit
Multi-family dwelling	\$537.96	\$5,216.94	\$5,754.90 per dwelling unit
Manufactured home	\$967.10	\$7,446.29	\$8,413.39 per dwelling unit
Non – residential	\$6.64	\$73.06	\$79.70 per employee
<ul style="list-style-type: none"> <li>Filing fee to challenge expenditures of Parks SDC's <i>(Refundable if challenge is successful)</i></li> </ul>			\$50

### E) Street SDC:

The following charges are calculated by multiplying trip generation by the following

#### Washington County Transportation Development Tax (TDT)

- Reference Washington County for fees
- Washington County - <http://www.co.washington.or.us/>

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

### F) City of Sherwood Street SDC:

<b>Residential Transportation SDC</b>	<b>Code</b>	<b>Fee</b>	<b>Type</b>
Single family – detached	210	\$3,011.94	dwelling unit
Apartment	220	\$2,346.68	dwelling unit
Residential condominium/townhouse	230	\$1,910.55	dwelling unit
Manufactured house (In park)	240	\$1,672.56	dwelling unit
Assisted living	254	\$982.95	bed
Continuing care retirement	255	\$793.67	unit
Recreation home	260	\$1,030.55	dwelling unit
<b>Recreational Transportation SDC</b>			<b>Type</b>
City park	411	\$779.28	acre
County park	412	\$1,323.88	acre
Campground/RV park	416	\$3,121.53	camp site
Marina	420	\$2,174.00	berth
Golf course	430	\$27,210.45	hole
Golf driving range	430	\$6,678.08	tee
Multipurpose recreation/arcade	435	\$19,484.11	thousand square ft gross floor area
Bowling alley	437	\$25,376.27	lane
Movie theater w/o matinee	443	\$129.98	screen
Movie Theater with Matinee	444	\$118,624.80	screen
Multiplex movie theater (10+ screens)	445	\$76,644.64	screen
Casino/video poker/lottery	473	\$75,304.15	thousand square ft gross floor area
Amusement/theme park	480	\$40,472.52	acre
Soccer complex	488	\$38,105.92	field
Racquet/tennis club	492	\$20,674.05	court
Health fitness club	492	\$17,592.37	thousand square ft gross floor area
Recreation/community center	495	\$17,419.69	thousand square ft gross floor area
<b>Institutional/Medical Transportation SDC</b>			<b>Type</b>
Military base	501	\$903.25	employee
Elementary school (Public)	520	\$190.39	student
Middle/Junior high School (Public)	522	\$228.03	student
High School (Public)	530	\$595.53	student
Private School (K – 12)	536	\$965.24	Student
Junior/Community College	540	\$356.43	employee
University/College	550	\$774.85	student
Church	560	\$2,831.52	thousand square ft gross floor area
Day care center/preschool	565	\$0.00	student
Library	590	\$8,300.84	thousand square ft gross floor area
Hospital	610	\$6,959.24	bed
Nursing home	620	\$1,189.95	bed
Clinic	630	\$17,652.14	thousand square ft gross floor area

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

Commercial/Services SDC	Code	Fee	Type
Hotel/Motel	310	\$5,846.78	Room
Building materials/lumber	812	\$9,498.53	thousand square ft gross floor area
Free standing discount Superstore w/groceries	813	\$12,781.67	thousand square ft gross floor area
Specialty retail center	814	\$11,665.89	thousand square ft gross floor area
Free standing discount center w/o groceries	815	\$18,196.75	thousand square ft gross floor area
Hardware/paint stores	816	\$15,110.64	thousand square ft gross floor area
Nursery/garden center	817	\$9,303.71	thousand square ft gross floor area
Shopping center	820	\$7,813.79	thousand square ft gross leasable area
Factory outlet	823	\$5,972.97	thousand square ft gross floor area
New car sales	841	\$7,708.63	thousand square ft gross floor area
Automobile parts sales	843	\$14,603.67	thousand square ft gross floor area
Tire superstore	849	\$4,566.07	thousand square ft gross floor area
Supermarket	850	\$25,529.03	thousand square ft gross floor area
Convenience market (24hr)	851	\$63,871.82	thousand square ft gross floor area
Convenience market w/fuel Pump	853	\$38,675.98	vehicle fueling position
Wholesale market	860	\$151.65	thousand square ft gross floor area
Discount club	861	\$14,314.76	thousand square ft gross floor area
Home improvement superstore	862	\$4,973.42	thousand square ft gross floor area
Electronics superstore	863	\$10,582.21	thousand square ft gross floor area
Office supply superstore	867	\$8,351.75	thousand square ft gross floor area
Pharmacy/drugstore w/o drive thru window	880	\$18,028.50	thousand square ft gross floor area
Pharmacy/drugstore with drive thru window	881	\$19,310.32	thousand square ft gross floor area
Furniture store	860	\$882.22	thousand square ft gross floor area
Video rental store	896	\$70,568.72	thousand square ft gross floor area
Bank/savings – walk in	911	\$56,884.91	thousand square ft gross floor area
Bank/savings – drive in	912	\$57,255.73	thousand square ft gross floor area
Quality restaurant (not a chain)	931	\$23,074.97	thousand square ft gross floor area
High turnover-sit down restaurant (chain/standalone)	932	\$14,590.39	thousand square ft gross floor area
Fast food restaurant (no drive- thru)	933	\$96,929.05	thousand square ft gross floor area
Fast food restaurant (with drive-thru)	934	\$65,225.59	thousand square ft gross floor area
Drinking place/bar	936	\$10,040.92	thousand square ft gross floor area
Quick lubrication vehicle Shop	941	\$8,722.57	service stall
Automobile care center	942	\$8,750.25	thousand square ft gross leasable area
Gasoline/service station (no market/car wash)	944	\$17,529.27	vehicle fueling position
Gasoline/service station (with convenience market)	945	\$11,155.60	vehicle fueling position
Gasoline/service station (with market and car wash)	946	\$10,088.52	vehicle fueling position

## SECTION 7: SYSTEM DEVELOPMENT CHARGES

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Office SDC	Code	Fee	Type
General office building	710	\$4,499.65	thousand square ft gross floor area
Corporate headquarters building	714	\$3,266.54	thousand square ft gross floor area
Single tenant office building	715	\$5,460.46	thousand square ft gross floor area
Medical/dental office building	720	\$14,227.32	thousand square ft gross floor area
Government office building	730	\$26,282.84	thousand square ft gross floor area
State Motor Vehicles Department	731	\$97,666.27	thousand square ft gross floor area
US Post Office	732	\$34,934.57	thousand square ft gross floor area
Office park	750	\$4,750.92	thousand square ft gross floor area
Research and development center	760	\$3,556.55	thousand square ft gross floor area
Business park	770	\$4,943.53	thousand square ft gross floor area

Port/Industrial	Code		Type
Truck terminals	30	\$3,638.46	thousand square ft gross floor area
Park and ride lot with bus service	90	\$1,102.50	parking space
Light rail transit station w/parking	93	\$626.52	parking space
General light industrial	110	\$2,576.92	thousand square ft gross floor area
General heavy industrial	120	\$554.57	thousand square ft gross floor area
Industrial park	130	\$2,570.28	thousand square ft gross floor area
Manufacturing	140	\$1,404.69	thousand square ft gross floor area
Warehouse	150	\$1,852.99	thousand square ft gross floor area
Mini-warehouse	151	\$897.72	thousand square ft gross floor area
Utilities	170	\$2,020.14	thousand square ft gross floor area

## SECTION 8: ENGINEERING DIVISION

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### SECTION 8: ENGINEERING DIVISION

The following fees shall be assessed for the Engineering Division activities of the City.

**A) Public Improvement; Subdivision Plan Reviews and Inspections:**

Plan Review – 4% of Construction Costs

- Water
- Sewer
- Street
- Storm
- Grading
- Erosion Control

Inspections – 5% of Construction Costs

- Water
- Sewer
- Street
- Storm
- Grading
- Erosion Control

**B) No Public Improvement; Subdivision Plan Reviews and Inspections:**

Plan Review Fee (Time and Materials)

Inspection Fee (Time and Materials)

Infrastructure

- Television Line Service Hourly Rate

**C) Miscellaneous Fees:**

- |    |  |   |
|----|--|---|
| 1) | Addressing Fee   |   |
|    | • Single - five (5) digit address  | \$65/lot  |
|    | • 0 to 10 - Suite Numbers  | \$25 per suite  |
|    | • 11 to 20 -Suite Numbers  | \$15 per suite  |
|    | • 21 and up Suite Numbers  | \$10 per suite  |
| 2) | Plans and Specifications for capital projects  | varies with project                                   |
| 3) | Compliance Agreements  |   |
|    | • Traffic and street signs (Includes post, sign, hardware, and labor to install)   | \$250/per sign  |
|    | • Street Trees   | \$200/per tree  |
| 4) | In-Lieu of Fee – Fiber Optic Conduit Installation  | \$10 linear foot                                      |
| 5) | Right of Way Permit  |   |
|    | • Performance bond – 125% of estimated costs required on projects greater than   | \$5000  |
|    | • Maintenance bond - \$1000 or 50% of project estimate, whichever is greater.<br><i>(A single bond may be provided for multiple projects of the same person provided the bond exceeds the aggregate project total)</i> |   |
|    | • Administration fee   | \$150 per permit                                      |
|    | • Inspection fee   | \$150 or 4% of project estimate, whichever is greater |
| 6) | Design and construction standards  | \$50 on paper   |
| 7) | Design and construction standards  | \$25 per CD   |
| 8) | As-Built Requests  | \$25 per subdivision                                  |
| 9) | As-Built Requests electronic media   | \$25 per CD   |

**D) Vacations (Public right-of-way and easements):**

- Deposit plus staff time (See Section 1) \$4,000

## SECTION 9: PLANNING DIVISION

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### SECTION 9: PLANNING DIVISION

The following fees shall be assessed for the Planning Division activities of the City.

**A) Annexations:**

- Deposit \$7,500  
*(Applicant pays 100% of actual expenses including staff time)*
- Applicant will sign an agreement with the City that the balance of all costs will be paid to the City within 30 days of the date in the final annexation invoice.

**B) Appeals:**

- Type I or II actions (ORS 227.175) 10 (b) \$250
- Type III or IV actions 50% of original fee(s)

**C) Conditional Use Permit:**

- Conditional use permit without concurrent type III or IV application \$4,145
- Conditional use permit with concurrent type III or IV application \$2,072

**D) Land Divisions/Adjustments:**

- Lot line adjustment \$743
- Minor land partition \$2,488
- Expedited minor partition \$550  
*(Added to the cost of the application)*
- Final plat processing (minor land partition) \$550
- Subdivision \$6,222 plus \$20 per lot
- Expedited subdivision \$2,205  
*(Added to the cost of the application)*
- Final plat processing (Subdivision) \$1,102

**E) Miscellaneous Actions:**

- Consultant as needed actual costs

**F) Other Fees:**

- Community Development Code Plan Check *(payable at time of building permit submittal)*
  - 1) Residential permits \$105
  - 2) ADUs Accessory Dwelling Units \$105
  - 3) Commercial, Industrial, Multi-Family Permits \$661  
*(Final Site Plan Review fee, if a final site plan review is not required this fee is not charged)*
- Design review team consultations/recommendations staff time (see section 1)
- Detailed site analysis letter \$150
- Interpretive decisions by the Director \$330
- Non-conforming use modification \$1,000
- Modification to application in review \$500  
*(If modified after the application is deemed complete and the modification is needed to adequately review the application)*
- Other land use action
  - 1) Administrative \$276
  - 2) Hearing required and/or use of Hearings Officer \$2,425

## SECTION 9: PLANNING DIVISION

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- Planning Re-inspection fee \$60 each after 1<sup>st</sup>
  - Postponement/continuance hearings \$300  
*(If applicant request is after notice has been published and/or staff report prepared)*
  - Pre-application conference \$400
  - Publication/distribution of Notice Type 2 \$165
  - Publication/distribution of Notice Type 3 & 4 \$265
  - Home Occupation Review of initial application (Class A) \$50
  - Home Occupation Review of renewal application (Class A) \$25
- G) Trees:**
- Tree mitigation inspection \$60 each after 1<sup>st</sup>
  - Zone verification letter \$50
  - Street Tree Removal Permit \$25 for 1<sup>st</sup> tree, \$10 for each additional tree
  - Removal of more than 6 trees or 10% on private property \$107
- H) Planned Unit Development (PUD):**
- Planned Unit Development (PUD) Preliminary \$2,205  
*(Plus appropriate application fees (i.e. subdivisions, site plan, town-homes, etc.)*
  - Planned Unit Development (PUD) - Final \*See Site Plan Review Fee  
*(Plus appropriate application fees (i.e. subdivisions, site plan, town-homes, etc.)*
- I) Refunds:**
- 75% refund if application is withdrawn prior to 30 day completeness
  - 50% refund if withdrawn prior to public notice
  - 25% refund if withdrawn prior to staff report
  -
- J) Signage:**
- Event sign renewal permit
    - 1) Consecutive two week period \$50
    - 2) Consecutive two month period \$100  
*(If renewals are applied for within 30 days of the expiration of the original permit)*
  - Permanent signs \$150  
*(First 32 sq. ft. plus \$1 each additional sq. ft. of sign face) (Excludes Home Occupation Signage)*
  - Temporary portable event signs
    - 1) Consecutive two week period \$50 up to 10 signs allowed
    - 2) Consecutive one month period \$100 up to 10 signs allowed
    - 3) Consecutive two month period \$150 up to 10 signs allowed
  - Temporary portable sign violation fines
    - 1) First offense \$50 per sign
    - 2) Second offense \$100 per sign
  - Portable A-frame sign code violation fines
    - 1) Second offense \$50 per sign
    - 2) Third offense \$100 per sign
    - 3) Fourth offense and loss of sign privileges \$100 per sign

## SECTION 9: PLANNING DIVISION

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### **K) Site Plan Review:**

- Type III and IV  
(Additional \$100 for every 10,000 sq. ft. or portion thereof over the first 15,000 sq. ft.) \$6,222  
(Including Town-Homes, excluding projects in Old Town)
- Final site plan review (Type III and IV) \$661  
(Due at the time of Building Permit Submittal)
- Fast track site plan review (Type II) \$2,025
- Minor modification to approved Site Plan \$276
- Major modification to approved Site Plan, Type II \$1,010
- Major modification to approved Site Plan, Type III or IV \$2,425
- Old Town overlay review \$250 added to application

*(All uses excluding Single-Family detached dwellings) (Application fee for Old Town projects is the application fee applicable based on size of the project plus the Old Town Overlay review fee. Fee is applicable for all uses excluding Single-Family detached dwellings.)*

### **L) Temporary Uses:**

- Administrative \$335

### **M) Time Extension to Approval:**

- No hearing required \$150

### **N) Variance:**

- Class A Variance \$4,145
- Adjustment \$50
- Class B Variance \$1,102

*(Per lot and per standard to be varied)*

### **O) Zone Amendments:**

- Text amendment \$5,330
- Map amendment \$5,330

## SECTION 10: BUILDING DIVISION

### SECTION 10: BUILDING DIVISION

The following fees shall be assessed for the Building Division activities of the City.

#### A. Building Permits

Values are determined by the applicants total estimated value of the work which includes labor and materials, and/or are based on the most current Building Valuation Data, without state-specific modifiers, as published by the International Code Council and in compliance with OAR 918-050-0100 to 918-050-0110. Final building permit valuation shall be set by the Building Official.

##### 1. Single Family and Two-Family Dwelling

###### Total Valuation

\$1 to \$500	\$60 minimum fee
\$501 to \$2,000	\$60 for the first \$500 (Plus \$1.00 for each additional \$100 or fraction thereof, up to and including \$2,000)
\$2,001 to \$25,000	\$75 for the first \$2,000 (Plus \$8 for each additional \$1,000 or fraction thereof, up to and including \$25,000)
\$25,001 to \$50,000	\$259 for the first \$25,000 (Plus \$6.25 for each additional \$1,000 or fraction thereof, up to and including \$50,000)
\$50,001 to \$100,000	415.25 for the first \$25,000 (Plus \$4 for each additional \$1,000 or fraction thereof, up to and including \$100,000)
\$100,001 and up	\$615.25 for the first \$100,000 (Plus \$3.50 for each additional \$1,000 or fraction thereof over \$100,000 \$100,001 and up)
For valuations of \$100,001 and up	0.12% of value on construction permits (Metro Excise Tax per Metro Code Chapter 7.04)

- **School CET Commercial** \$1.00 per square foot of dwelling
- **State Surcharge** 12% of Building Permit fee or Current State Rate

##### 2. Commercial, Industrial and Multi-Family

###### Total Valuation

\$1 to \$500	\$60 minimum fee
\$501 to \$2,000	\$60 for the first \$500 (\$1.50 for each additional \$100 or fraction thereof up to and including \$2,000)
\$2,001 to \$25,000	\$82.50 for the first \$2,000 (\$8 for each additional \$1,000 or fraction thereof, up to and including \$25,000)
\$25,001 to \$50,000	\$266.50 for the first \$25,000 (Plus \$6.75 for each additional \$1,000 or fraction thereof, up to and including \$50,000)
\$50,001 to \$100,000	\$435.25 for the first \$50,000 (plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$100,00)
\$100,001 and up	\$685.25 for the first \$100,000 (plus \$3.50 for each additional \$1,000 or fraction thereof over \$100,00)
For valuations of \$100,001 and up	0.12% of value on construction permits (Metro Excise Tax per Metro Code Chapter 7.04)

- **School CET Residential** Non- Residential \$.50 per square foot of dwelling
- **State Surcharge** 12% of Building Permit fee or Current State Rate

## SECTION 10: BUILDING DIVISION

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### 3. Manufactured Dwelling Installation Permits

*Includes prescriptive foundation system, plumbing and crossover connections, 30 lineal feet of sanitary sewer, storm and water lines, 12% state surcharge and the \$30 Cabana fee (unless state rates are modified) In Compliance with OAR.918.050.0130*

- Manufactured home set up and installation fee \$322.66
- Plan Review \$90/hour (Minimum Charge = 1/2/hour
- Site Plan Review Residential Rate per Section 10.(F)

### B. Demolition Permits

- Residential  
*(Based on 2 hours of admin time @ \$38.56 an hour, plus 1 hour of inspection time @ \$90 and \$25 for supply costs)* \$192.12
- Commercial  
*(Based on 2 hours of admin time @ \$38.56an hour, plus 2 hours of inspection time @ \$90 and \$25 for supply costs)* \$282.12

### C. Prescriptive Solar Photovoltaic System Installation

Fees for installation of Solar Photovoltaic (PV) system installation that comply with the prescriptive path described in the Oregon Solar Installation Specialty Code shall be a flat rate of \$122.79 (Based on ¼ hour of admin time @ \$38.56, one hour of inspection time @ \$90.00 per hour, \$10.00 supply costs and 12% state surcharge of \$13.15.) \$122.79

For Plans that do not meet the prescriptive path, typical structural fee calculations and processes will apply. Typical Structural Fees will apply

### D. Plan Review Fees – Building Permit

- Plan review Fee 85% of building permit fee
- Fire and life safety plan review fee 40% of building permit fee

### E. Phased Permit (Plan Review)

*The Plan review fee for a phased project is based on a minimum phasing fee, plus 10% of the total project building permit fee, not to exceed \$1,500 for each phase pursuant to the authority of OAR 918-050-0160*

- Commercial, Industrial, Multi-Family \$100 Minimum Fee
- Residential and Manufactured Dwellings \$50 Minimum Fee

### F. Deferred Submittals

*The fee for processing deferred submittals and reviewing deferred plan submittals shall be an amount equal to 65% of the permit fee calculated according to OAR 918-050-0110(2) and (3) using the value of the particular deferred portion or portions of the project, with a set minimum fee. This fee is in addition to the project plan review fee based on the total project value.*

- Commercial, Industrial, Multi-Family \$150 Minimum Fee
- Residential and Manufactured Dwellings \$75 Minimum Fees

## SECTION 10: BUILDING DIVISION

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### G. Residential Fire Sprinkler System Fees

#### Total Square Footage (including Garage)

0 to 2000	\$100 includes plan review
2,001 to 3,600	\$150 includes plan review
3,601 to 7,200	\$250 includes plan review
7,201 and greater	\$300 includes plan review

### H. Electrical Permits – Issued and Inspected by Washington County

*Based on categories, procedures and requirements established in OAR 918-309-0020 to 918-309-0070. Contact Washington County Building Division (503) 846-3470*

### I. Mechanical Permits - Residential

*Mechanical permits for Single Family Dwelling, Two-Family dwellings and Manufactured Dwellings for new construction, additions, alterations and repairs. Fees are based on the number of appliances and related equipment with a set minimum fee.*

- Minimum Fee \$60
  - State Surcharge 12% of Mechanical permit fee \*\* (or current state rate)
1. **Air Handling**
    - Air Handling Unit  $\leq$  10,000 CFMs \$14.63 includes ductwork
    - Air Handling Unit  $>$  10,000 CFMs \$24.68 includes ductwork
    - Air Conditioning Unit \$19.50 Site Plan Required
  2. **Boilers/Compressors**
    - $\leq$ 100,000 BTUs or 3 HP \$19.50 includes ductwork
    - $>$ 100,000 (3HP) to  $\leq$  500,000 BTUs (15HP) \$35.75 includes ductwork
    - $>$ 500,000 (15HP) to  $\leq$  1,000,000 BTUs (30HP) \$48.75 includes ductwork
    - $>$ 1,000,000 BTUs (30HP)  $\leq$  1,750,000 BTUs (50HP) \$73.15 includes ductwork
    - $>$ 1,750,000 BTUs or 50HP \$121.80 includes ductwork
  3. **Fire/Smoke Dampers/Duct Smoke Detectors**
    - Fire/Smoke Damper/Duct Smoke Detectors \$14.65
  4. **Heat Pump**
    - Heat Pump \$19.50 Site plan required
  5. **Install/Replace Furnace/Burner**
    - Furnace  $\leq$  100,000 BTUs \$19.50 includes ductwork and vents
    - Furnace  $\geq$  100,000 BTUs \$35.75 includes ductwork and vents
    - Install/Replace/Relocate Heaters \$19.50 includes ductwork and vents  
(Suspended, wall or floor mounted)
    - Vent for appliance other than furnace \$9.75 includes ductwork
  6. **Refrigeration Units** (includes installation of controls)
    - $\leq$  100,000 BTUs or 3 HP \$19.50
    - $>$  100,000 (3HP) to  $\leq$  500,000 BTUs (15HP) \$35.75
    - $>$  500,000 (15HP) to  $\leq$  1,000,000 BTUs (30HP) \$48.75
    - $>$  1,000,000 BTUs (30HP)  $\leq$  1,750,000 BTUs (50HP) \$73.15

## SECTION 10: BUILDING DIVISION

- > 1,750,000 BTUs or 50HP \$121.80
- Appliance vent \$9.75 includes ductwork
- Dryer exhaust \$9.75 includes ductwork
- Exhaust fan with single duct \$9.75 includes ductwork
- Hoods \$14.65 includes ductwork
- Exhaust system apart from heating or air conditioning \$14.65 includes ductwork
- Fuel piping and distribution (up to four outlets) \$6.50
- Fuel piping and distribution (over four outlets) \$1.65 per outlet
- Insert, decorative fireplace or wood/pellet stoves \$19.50 includes vent
- Gas fired water heater \$19.50 includes ductwork and vent
- Install/relocate domestic type incinerator \$24.35
- Install/relocate commercial type incinerator \$97.50
- Other (see most current Oregon One and Two Family Dwelling Specialty Code)

### J. Mechanical Permits - Commercial

Based on the total value of mechanical materials, equipment, installation, overhead and profit as applied to the following fee matrix

- Plan review fee – Commercial 30% of Mechanical permit fee
- State Surcharge 12% of Mechanical permit fee  
\*\* (or Current state Rate)

#### Total Valuation

\$0 to \$500	\$60 minimum fee
\$500.01 to \$5,000	\$60 for the first \$500 (plus \$2.50 for each additional \$100 or fraction thereof, up to and including \$5,000)
\$5,000.01 to \$10,000	\$172.50 for the first \$5,000 (plus \$3 for each additional \$100 or fraction thereof, up to and including \$10,000)
\$10,000.01 to \$100,000	\$322.50 for the first \$10,000 (Plus \$8 for each additional \$1,000 or fraction thereof, up to and including \$100,000)
\$100,000.01 and up	\$1,042.50 for the first \$100,000 (plus \$4 for each additional \$1,000 or fraction thereof over \$100,000)

### K. Plumbing Permits – New one and Two Family Dwellings

Includes one kitchen, 100 feet of sanitary sewer, storm and water lines, standard plumbing fixtures and appurtenances, and are based on the number of bathrooms, from one to three on a graduated scale.

- One Bathroom \$255
- Two Bathrooms \$315
- Three Bathrooms \$375
- Additional Kitchen or Bathroom \$155 each
- Additional Fixture or Item \$15 each
- Additional 100 feet of each utility line \$27.50 each

### L. Plumbing Permits – One and Two Family and Manufactured Dwelling for Additions, Alterations and Repairs

Based on the number of fixtures, appurtenances and piping with a set minimum fee.

- Minimum Fee \$60
- New and/or Additional fixture, item or appurtenance \$15 each

## SECTION 10: BUILDING DIVISION

- Alteration of fixture, item or appurtenance \$15 each
  - Manufactured Dwelling Utility Connection \$30 each
- (Charged only when connections are not concurrent with new set-up and installation)*

### 1. Water Lines

- For the first 100 feet or fraction thereof \$50
- For each additional 100 feet or fraction thereof \$27.50 each

### 2. Sanitary Sewer Lines

- For the first 100 feet or fraction thereof \$50
- For each additional 100 feet or fraction thereof \$27.50 each

### 3. Storm Sewer/Footing Lines

- For the first 100 feet or fraction thereof \$50
- For each additional 100 feet or fraction thereof \$27.50 each

## M. Plumbing Permits – Commercial

*Based on the number of fixtures, appurtenances and piping with a set minimum fee.*

- Plan Review Fee – Commercial 30% of plumbing permit fee
- State surcharge 12% of plumbing permit fee \*\*(Or current State rate)
- Minimum fee \$60
- New and/or additional fixture, item \$15 each
- Alteration of fixture, item or appurtenance \$15 each

### 1. Water Lines

- For the first 100 feet or fraction thereof \$50
- For each additional 100 feet or fraction thereof \$27.50 each

### 2. Sanitary Sewer Lines

- For the first 100 feet or fraction thereof \$50
- For each additional 100 feet or fraction thereof \$27.50 each

### 3. Storm Sewer/Footing Lines

- For the first 100 feet or fraction thereof \$50
- For each additional 100 feet or fraction thereof \$27.50 each

## N. Medical Gas Permits – Commercial

*Based on the total value of installation costs and system equipment as applied to the following fee matrix.*

- Plan Review Fee – Commercial 30% of Plumbing Permit Fee
- State surcharge 12% of Plumbing Permit Fee  
\*\* (or Current state Rate)

### Total Valuation

\$0 to \$500	\$100 minimum fee
\$500.01 to \$5,000	\$100 for the first \$500 (plus \$2 for each additional \$100 or fraction thereof, up to and including \$5,000)

## SECTION 10: BUILDING DIVISION

\$5,000.01 to \$10,000	\$190 for the first \$5,000 (plus \$3 for each additional \$100 or fraction thereof, up to and including \$10,000)
\$10,000.01 to \$50,000	\$340 for the first \$10,000 (plus \$9.50 for each additional \$1,000 or fraction thereof, up to and including \$100,000)
\$50,000.01 to \$100,000	\$720 for the first \$50,000 (Plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$100,000)
\$100,000.01 and up	\$1,270 for the first 100,000 (plus \$7 for each additional \$1,000 or fraction thereof over \$100,000)

### O. Grading and Erosion Control Fees (Private Property Only)

Permits issued by the City of Sherwood. Grading is inspected by the Building Department and erosion control is inspected by Clean Water Services or the City of Sherwood.

- Clean Water Services 1200-C administration fee \$150 per application
- Clean Water Services 1200-C plan review fee \$350 per application

#### Grading Permit Fees

- Grading permit fee \$60 minimum fee
- Grading plan review fee 85% of the grading permit fee

#### Volume Fees

0 to 100 Cubic yards	\$60 minimum fee
101 to 1,000 Cubic yards	\$60 for the first 100 yards (plus \$11 for each additional 100 yards or fraction thereof)
1,001 to 10,000 Cubic yards	\$159 for the first 1,000 yard (plus \$15 for each additional 1,000 yards or fraction thereof)
10,001 to 100,000 Cubic yards	\$294 for the first 10,000 yards (plus \$75 for each additional 10,000 yards or fraction thereof)
100,001 Cubic yards and greater	\$969 for the first 100,000 (plus \$36.50 for each additional 10,000 yards or fraction thereof)

#### Erosion Control Inspection Fees

Activities which require a grading and/or erosion control permit and are not included in a building permit. Permit is based upon the total acreage of the site.

- Erosion Control Plan Review Fee 65% of the erosion control inspection fee

#### 1.) Total Area

0 to 1 Acre	\$200
1 Acre and up	\$200 (plus \$50 per acre or fraction thereof over 1 acre)

#### 2.) Total Valuation

\$0 to \$50,000	\$60
\$50,000.01 to \$100,000	\$80
\$100,000.01 and up	\$80 (plus \$25 per every \$100,000 or fraction thereof of over \$100,000)

## SECTION 10: BUILDING DIVISION

### P. Other Inspections and Fees (Building Permit, Mechanical, Plumbing, Grading and Erosion)

Re-inspection fee (Minimum charge = 1 hour)	\$90 per hour plus 12% State surcharge or Current State Rate
Inspections outside normal business hours	\$90 per hour plus 12% State surcharge or Current State Rate (Minimum charge = 2 hours)
Inspection for which no fee is specifically indicated	\$70 per hour plus 12% State surcharge or Current State Rate (Minimum charge = ½ hour)
Investigation fee	100% of required permit fee for working without a permit
Additional plan review required	\$90 per hour or actual time (For changes, additions or revisions) (Minimum charge = ½ hour)
Re-stamp of lost, stolen or damaged plans	\$55 per plan set

- Application/Permit extensions \$50

*(Renewal of an application or permit where an extension has been requested in writing, and approval granted by the Building Official, prior to the original expiration date, provided no changes have been made in the original plans and specifications for such work)*

- Permit reinstatement fee 50% of Amount required for a new permit or a percentage as determined by the Building Official based on the remaining inspections required.

*(This fee is for reinstatement of a permit, where a reinstatement request has been made in writing, and approval granted by the Building Official, provided no changes have been made in the original plans and specifications for such work.)*

### Q. Refunds (Building Permit, Mechanical, Plumbing, Grading/Erosion)

- Permit refunds 75% of original permit Fee; Provided the permit is still valid
- Plan review refunds 75% of original plan review fee provided no plan review was started

### R. Certificate of Occupancy

- Temporary residential \$50 per request
- Temporary commercial \$300 maximum per request

*(All as determined by the Building Official)*

### S. Change of Use/Occupancy Certificate Application Fee

- Similar use (Minor code review) \$60
- Dissimilar Use, or Change in Occupancy (Extensive Code Review) \$125 minimum fee (Includes 1 hour code review time, review time greater than 1 hour will be charged at the hourly rate of \$90)

### T. Appeal Process

- Amended Senate Bill 915 \$250

**TO:** Sherwood City Council

**FROM:** Craig Gibons, Budget Officer

**SUBJECT: RESOLUTION 2012-033, ADOPTING THE 2012-13 CITY OF  
SHERWOOD BUDGET**

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**ISSUE:**

Adoption of the 2012-13 Budget

**BACKGROUND:**

On April 16, 2012, the Budget Committee received the budget message and heard public comment. The following Monday, April 23, 2012, the Budget Committee approved the proposed budget with specific changes, resulting in the Approved Budget for 2012-13. Notice of the approved budget has been published in accordance with Oregon Local Budget Law. The final steps of the budget process are for Council to hold a public hearing per ORS 294.453 and then adopt the 2012-13 budget. The budget is available for review at the City Hall reception desk and in the library. A copy of the budget can also be found on the City's website under the Finance Department section.

**MODIFICATIONS OF THE BUDGET**

The Water Fund as a whole was correctly presented, but in breaking the fund into its Operations and Capital components, the Operations side revenue was overstated by \$350,000. This correction has been made to the approved Budget.

In the interim between the Budget Committee's approval of the budget and this Council meeting, I have found two issues that I recommend the Council add to the Approved Budget.

1. A vacant position was erroneously deleted from the Public Works budget. The position is a Maintenance Worker II and the Department plans to fill the position in FY13. The additional budget for the position is \$65,000, allocated in the Water, Storm, and Street Operations funds.
2. A State road project (resurfacing Hwy 99W between the Tualatin River Bridge and Sunset Boulevard) developed a City component when the State determined it had to replace the traffic loops that control the Red Flex camera systems. The State will bill

the City for this task, and Red Flex will reimburse the City. This \$22,000 “in and out” transaction will be done in the Public Safety program in the General Fund.

The changes are as follows:

<b>Water Operations</b>	<b>Approved</b>	<b>Changes</b>	<b>Adopted</b>
Charges for Services	\$3,862,250	(\$350,000)	\$3,512,250
Personal Services	\$654,436	\$29,479	\$683,915
<b>Storm Operations</b>			
Personal Services	\$326,835	\$19,813	\$346,648
<b>Street Operations</b>			
Personal Services	\$241,542	\$16,380	\$257,922
<b>General Fund</b>			
Public Safety - Revenue	\$103,758	\$22,000	\$125,758
Public Safety - Expense	\$3,273,085	\$22,000	\$3,295,085

**RECOMMENDATION:**

**Staff recommends Council approve Resolution 2012-033, adopting the 2012-13 City of Sherwood budget, including the Budget Officer’s recommended changes.**



**RESOLUTION 2012-033**

**A RESOLUTION ADOPTING THE 2012-13 BUDGET OF THE CITY OF SHERWOOD, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTION NECESSARY TO CARRY OUT THE ADOPTED BUDGET**

**WHEREAS**, the Budget Committee has reviewed and acted on the proposed City budget; and

**WHEREAS**, the Budget Committee approved and recommended a balanced budget to the City Council on April 23, 2012; and

**WHEREAS**, in accordance with State law, the City Council has held a public hearing on the budget as approved and recommended by the Budget Committee; and

**WHEREAS**, the Budget Committee requested that certain changes be made to the Proposed Budget and incorporated into the Approved Budget presented to the City Council for adoption; and

**WHEREAS**, the Budget Officer has recommended certain increases to the Approved Budget as shown below, and

<b>Budget Officer Recommended Additions</b>	
Water Operations Expenses	\$29,479
Storm Operations Expenses	\$19,813
Street Fund Personal Services	\$16,380
Public Safety Revenue	\$22,000
Public Safety Expenses	\$22,000

**WHEREAS**, the City Council desires to adopt the approved budget and carry out the programs identified in the budget;

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

**Section 1: Adoption of the 2012-13 Budget.** The City Council of the City of Sherwood, Oregon hereby adopts the budget for fiscal year 2012-13 in the sum of \$44,159,692, now on file at City Hall, with the Budget Officer's recommended additions.

**Section 2: Making Appropriations.** The amounts for the fiscal year beginning July 1, 2012 and for the purposes shown below are hereby appropriated as follows:

	<u>General</u>	<u>General Construction</u>	<u>Debt Service</u>	<u>Street Operations</u>	<u>Street Capital</u>	<u>Water</u>	<u>Sanitary</u>	<u>Storm</u>	<u>Telecom</u>
Administration	2,222,089								
Comm. Development	1,001,460								
Public Safety	3,295,085								
Community Services	1,196,428								
PW Operations	1,505,845								
Enterprise Operations						4,702,244	472,095	1,212,179	
Enterprise Capital						4,329,727	1,229,917	0	
Personal Services		6,491		257,922	194,402				31,754
Materials and Services		3,949		556,590	119,075				141,372
Capital Outlay		310,823		706,000	3,126,523				45,000
Debt Service		48,833	892,626						150,000
Transfers Out									
Ending Fund Balance									
Contingency	<u>2,305,599</u>	<u>555,183</u>	<u>4,858</u>	<u>573,864</u>	<u>5,278,554</u>	<u>3,414,017</u>	<u>2,686,511</u>	<u>1,562,416</u>	<u>20,259</u>
<b>Total</b>	<b>11,526,506</b>	<b>925,279</b>	<b>897,484</b>	<b>2,094,376</b>	<b>8,718,554</b>	<b>12,445,988</b>	<b>4,388,523</b>	<b>2,774,595</b>	<b>388,385</b>

**Total Budget for FY13    \$44,159,692**

**Section 3: Imposing and Categorizing Taxes.** The City Council of the City of Sherwood hereby imposes the taxes provided for in the adopted budget at the City's permanent rate of \$3.2975 per thousand of assessed value for operations and in the amount of \$850,000 for bonded debt; and that these taxes are hereby imposed for tax year 2012-13 upon the assessed value of all taxable property within the district.

The City of Sherwood hereby categorizes the taxes as follows:

	<u>General Government</u>	<u>Excluded from Limitation</u>
General Fund	\$3.2975 per \$1,000	
Debt Service Fund		\$ 850,000

**Section 4: Filing.** The Budget Officer shall certify to the County Clerk and County Assessor of Washington County and the Oregon State Department of Revenue the tax levy made by this resolution and shall file with them a copy of the budget as finally adopted.

Duly passed by the City Council this 5<sup>th</sup> day of June 2012.

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council  
**FROM:** Michelle Miller AICP, Associate Planner  
**Through:** Julia Hajduk, Planning Manager  
**Subject:** Code Clean-Up Landscaping, Off-Street Parking and On Site Circulation

### **EXECUTIVE SUMMARY**

**Summary:** As part of a multi-phase code clean-up project with the goal of providing a more clear and usable code for citizens and developers, the proposed amendments include updates to: 1) site landscaping (Chapter 16.92) 2) off-street parking (Chapter 16.94) and 3) on site circulation (Chapter 16.96).

The Planning Commission held a public hearing on January 21, and February 28, 2012 and forwarded a recommendation of approval to the Council. The Planning Commission recommendation is attached as Exhibit 1 and the proposed Chapter 16 amendments are attached as Exhibit 1-A (clean copy) and 1-B (track changes). The materials include agency and public comment. Staff also included a memo (Exhibit G) and aerial of the parking lot layout of the landscaping at the Albertson's parking area to evaluate how the landscaping amendments would compare with the existing landscaping of that site.

**Previous Council Action:** None

#### **Background/Problem Discussion:**

The City began the comprehensive code clean-up project in 2010 as a way to update all sections of the code to provide clarity to citizens and developers and to address any local, county, regional or state standards that have gone into effect and that require changes to the code. This phase of the project evaluated the site layouts concerning parking lot area landscaping, design and circulation.

Over the course of multiple works sessions, staff discussed and compared landscaping and parking requirements at several locations around Sherwood and the metropolitan region. It was determined that, while the existing standards provide some parking lot landscaping, there are many examples within the City where only minimally required landscaping is installed in compliance with existing Code standards. This results in less shading of impervious area (impacts water quality), unsafe and unappealing parking lots for pedestrians and a less pleasing aesthetic in the community.

The Commission proposed the following amendments to address these issues:

#### **Parking Lot Landscaping**

- The amount of landscaping would be based on the number of parking spaces on site rather than a set percentage
- Reduce the number of parking spaces between landscape islands from 1 for every 15 spaces to 1 for every 8 to 12 spaces (depending on land use)
- Increase the size of landscape islands from 65 square feet to 90 square feet
- Create greater specificity of landscaping materials such as trees and shrubs per number of parking spaces
- Requiring trees in the landscape islands and all islands must be covered with landscaping

#### **Parking Lot Layout and Circulation**

- Adding provisions for warehouse use
- Reducing the parking spaces at places of worship per Metro standards
- Add new provisions for visitor parking in multifamily developments
- Updating the table of the dimensional standards for angled parking stalls
- Updating shared and joint parking requirements for mixed use or large site developments
- Bicycle parking requirements modified to allow uncovered bike parking where appropriate
- Require pedestrian walkways between buildings and large parking areas (over an acre) to improve safety and ease of use

**Alternatives:** Approve, approve with modifications or deny the Planning Commission recommendation.

**Financial Implications:** There are no foreseen financial impacts.

**Recommendation:** Staff recommends that the City Council adopt the attached Ordinance which reflects the Planning Commission's recommendation.

**Attachments:**

Ordinance

Exhibit 1– PC Recommendation

- 1- A - Proposed development code changes (clean copy)
- 1- B - Proposed development code changes (track changes)
- 1- C- Letter from Matt Grady, Gramor Development dated January 24, 2012
- 1- D- Agency Comments from Sherry Oeser, Metro dated January 24, 2012
- 1- E- Letter from Bonneville Power Administration dated January 24, 2012
- 1- F- Letter from Matt Grady, Gramor Development dated February 28, 2012
- 1- G- Memo from staff evaluating the landscaping at the Albertson's grocery store parking lot



## ORDINANCE 2012-008

### AN ORDINANCE AMENDING MULTIPLE SECTIONS OF THE ZONING AND COMMUNITY DEVELOPMENT CODE RELATING TO LANDSCAPING, OFF-STREET PARKING AND LOADING REQUIREMENTS

**WHEREAS**, the City has undertaken a multi-phase, multi-year program to comprehensively update the development code to ensure that it is clear, consistent, and current; and

**WHEREAS**, the Planning Commission helped guide the development of proposed amendments after extensive public outreach and opportunity for public input; and

**WHEREAS**, this phase includes amendments to Divisions V., specifically related to landscaping, off-street parking and loading requirements and on site circulation; and

**WHEREAS**, the proposed amendments were reviewed for compliance and consistency with the Comprehensive Plan, regional and state regulations and found to be fully compliant; and

**WHEREAS**, the proposed amendments were subject to full and proper notice and review and a public hearing was held before the Planning Commission on February 28, 2012

**WHEREAS**, the Planning Commission voted to forward a recommendation of approval to the City Council for the proposed Development Code modifications; and

**WHEREAS**, the analysis and findings to support the Planning Commission recommendation are identified in the attached Exhibit 1; and

**WHEREAS**, the City Council held a public hearing on June 5, 2012 and determined that the proposed changes to the Development Code met the applicable Comprehensive Plan criteria and continued to be consistent with regional and state standards.

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

**Section 1. Findings.** After full and due consideration of the application, the Planning Commission recommendation, the record, findings, and evidence presented at the public hearing, the Council adopts the findings of fact contained in the Planning Commission recommendation attached as Exhibit 1 finding that the text of the SZCDC shall be amended as documented in Exhibit 1-A.

**Section 2. Approval.** The proposed amendments for Plan Text Amendment (PA) 11-05 identified in Exhibit 1-A is hereby **APPROVED**.

**Section 3 - Manager Authorized.** The Planning Department is hereby directed to take such action as may be necessary to document this amendment, including notice of adoption to DLCD and necessary updates to Chapter 16 of the municipal code in accordance with City ordinances and regulations.

**Section 4 - Applicability.** The amendments to the City of Sherwood Zoning and Community Development Code by Sections 1 to 3 of this Ordinance apply to all land use applications submitted after the effective date of this Ordinance.

**Section 5 - Effective Date.** This ordinance shall become effective the 30<sup>th</sup> day after its enactment by the City Council and approval by the Mayor.

**Duly passed by the City Council 5<sup>th</sup> day of June 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Clark	_____	_____
Langer	_____	_____
Butterfield	_____	_____
Folsom	_____	_____
Henderson	_____	_____
Grant	_____	_____
Mays	_____	_____

**City of Sherwood  
Planning Commission  
Recommendation to the City Council**

**May 25, 2012**

**File No: PA 11-05 Parking Lot Landscaping and Configuration**

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**Proposal:** Amendments to the Development Code updating the parking lot landscaping and configuration provisions. The proposed changes are attached as Exhibit A (clean copy) and B (track changes copy).

**I. BACKGROUND**

- A. Applicant: This is a City-initiated text amendment; therefore, the applicant is the City of Sherwood.
- B. Location: The proposed amendment is to the text of the development code and, therefore applies citywide.
- C. Review Type: The proposed text amendment requires a Type V review, which involves public hearings before the Planning Commission and City Council. The Planning Commission will make a recommendation to the City Council who will make the final decision. Any appeal of the City Council decision would go directly to the Land Use Board of Appeals.
- D. Public Notice and Hearing: Notice of the January 24, 2012 Planning Commission hearing on the proposed amendment was published in *The Gazette* on January 1, 2012 and *The Times* on January 12, 2012. Staff posted notice in five public locations around town and on the web site on January 3, 2012. Regular updates were provided in the City newsletter.

For the City Council hearing, staff published notice in the *The Times* on May 24, and May 31, 2012. Staff posted notice in five locations around town on May 15, 2012.

While this does apply citywide, it does not affect the permissible uses of any property; therefore Measure 56 notice was not required or provided. DLCD notice was provided November 24, 2011.

- E. Review Criteria:  
The required findings for the Plan Amendment are identified in Section 16.80.030 of the Sherwood Zoning and Community Development Code (SZCDC). Title 4 or Chapter 3.08.410 of the Metro Transportation Functional Plan (RTFP) and Goal 1 and 3 of the Statewide Planning Goals are reviewed.

- F. Background:  
The city began the comprehensive code clean-up project in 2010 as a way to update all sections of the code to provide clarity to citizens and developers and to address any local, county, regional or state standards that have gone into effect and that require changes to the code. The Planning Commission has reviewed and the City Council has adopted multiple sections of the Code recently including the topics: residential uses, variances, street trees, temporary uses, and open space requirements for subdivisions.

In reference to parking lot landscaping and layout, the Planning Commission held multiple work sessions on June 28, 2011, September 6, 2011, and November 8, 2011 to discuss issues regarding parking lot layout and configuration. Over the course of these sessions, staff discussed and compared landscaping and parking requirements at several locations around Sherwood and the metropolitan region. Commissioners

provided guidance as to the general aesthetic and desired outcomes for the parking lot landscaping to incorporate into the new code provisions. Specifically, it was determined that, while the existing standards provide some parking lot landscaping, there are many examples within the City where only minimally required landscaping is installed in compliance with existing Code standards. This results in less shading of impervious area (impacts water quality), unsafe and unappealing parking lots for pedestrians and a less pleasing aesthetic in the community. The City has determined changes are needed because the current standards do not adequately address the Comprehensive Plan provisions by not ensuring that parking lots are aesthetically pleasing and compliment adjoining uses. The proposed amendments are intended to reflect the direction provided at the work sessions.

## II. AFFECTED AGENCY, PUBLIC NOTICE, AND PUBLIC COMMENTS

### Agencies:

The City sent request for comments to the standard agency notification list on January 5, 2012. The City received the following comments:

**Sherry Oeser**, Metro Regional Government commented that for streets that are less than 28 feet wide, they will consider that two required off-street parking spaces per single-family residential unit substantially complies as long as a garage, carport, or driveway can be counted toward the parking space requirement. (Exhibit D)

**Staff Response:** The updated language includes a provision to calculate a garage as an off-street parking space, but require an additional space should no on-street parking be available. (Exhibit E)

**Shelley N. Fenton**, Bonneville Power Administration (BPA) commented that the agency would require a minimum of 20-foot clearance for landscaping under any BPA right of way.

**Staff Response:** In these limited circumstances within the City, shrubs or trees not reaching that height limit could be selected, adjustments or variance could be considered or exceptions could be evaluated.

### Public:

Staff held an open house at the YMCA in November. Approximately ten citizens attended and heard information on the proposed amendments. Although no specific comments were received regarding the parking lot landscaping and configuration, those in attendance appeared supportive of the amendments and improved landscaping requirements. Additionally, staff posted boards in the foyer of City Hall to inform the public about the upcoming changes.

**Matt Grady**, Gramor Development provided comments at each hearing with concerns surrounding the perimeter landscaping calculation, buffer reduction, evergreen tree requirement and including street trees in the calculation for number of required trees. (Exhibit C and F)

**Staff Response:** Based on the comments of Mr. Grady, staff clarified some of the provisions concerning perimeter landscaping and the landscape calculation, reduced the evergreen tree requirement. The Planning Commission discussed the street tree inclusion but declined to forward that recommendation to the City Council.

## III. REQUIRED FINDINGS FOR A PLAN TEXT AMENDMENT

The applicable Plan Text Amendment review criteria are 16.80.030.1 and 3.

### 16.80.030.1 - Text Amendment Review

**An amendment to the text of the Comprehensive Plan shall be based upon the need for such an amendment as identified by the Council or the Commission. Such an amendment shall be consistent with the intent of the Comprehensive Plan, and with all other provisions of the Plan and Code, and with any applicable State or City statutes and regulations.**

### Need Identified

As discussed briefly above, the following proposed Code amendments clarify and provide greater specificity to the landscaping and configuration requirements in parking lots for new developments. These clarifications will provide easier standards to follow and encourage a better aesthetic for the project overall. The Planning Commission held a series of work sessions to discuss the desired outcome of the parking lot layout and configuration amendments. The following describes the topics proposed to be amended include:

#### **Parking Lot Landscaping**

- Increasing the total landscaping requirements-proportion of shrubs, ground cover or trees
- Interior landscaping requirements-reduce the number of spaces between islands
- Increase the size of landscape islands
- Create greater specificity of landscaping materials per number of parking spaces
- Requiring trees in the landscape islands

#### **Parking Lot Layout and Circulation**

- Modifications to parking minimums table to ensure compliance with updates to the Metro functional plan parking requirements including adding provisions for warehouse and places of worship. Add new provision for visitor parking in multifamily developments
- Inserting a table of the dimensional standards for angled parking stalls making it easier to find and administer
- Shared and joint parking requirements for mixed use or large site developments
- Bicycle parking requirements modified to allow uncovered bike parking where appropriate
- Further describe larger parking lot layouts and internal circulation

The new provisions would categorize trees within the parking lot landscaping as small, medium and large using a tree's "canopy factor." The canopy factor is determined by multiplying the proposed tree's anticipated mature height, canopy cover and growth rate. The new language would require a specific number of trees, shrubs, and ground cover based upon the number of parking spaces in each parking area. The number of trees required would depend on the size of the trees, based on the "canopy factor," the applicant chooses to plant. An applicant can use any combination of sized tree to vary the landscaping of the site and existing vegetation counts toward the amount of required landscaping.

Upon review of the Comprehensive Plan, the following policies or strategies relate to all or some of the proposed amendments:

### Comprehensive Plan

#### *Chapter 4 Land Use Economic Development*

*Policy 2 Commercial uses will be developed so as to complement rather than detract from Adjoining uses.*

The amendments provide for more landscaped areas within the parking areas within a new development site. The standards include requiring certain number of trees, shrubs and ground cover. This will complement the adjoining uses by creating more visually appealing development sites thereby improving the overall aesthetic of the City.

### Applicable Regional (Metro) standards

Title 4 or Chapter 3.08.410 of the Metro Transportation Functional Plan (RTFP) guides the regional parking management requirements. Cities must not allow higher minimum parking ratios than those allowed nor maximum ratios higher than those outlined in the RTFP. The proposed amendments include adding a description of warehouse parking, places of worship and differentiating visitor parking from the residential

portion in multifamily developments. The proposed new provisions are in compliance with the Metro standards.

#### Consistency with Statewide Planning Goals

##### Goal 1- "Citizen Involvement"

The purpose statement of Goal 1 is "to develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process."

The proposed code changes do not include changes to the City's citizen involvement program, which complies with Goal 1, however the process to develop the proposed changes was fully compliant with this Goal. Public outreach included web updates, work sessions with public comment and an open house held on November 16, 2011.

##### Goal 2- "Land Use Planning"

The purpose statement of Goal 2 is "to establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to ensure an adequate factual base for such decisions and actions".

The proposed code changes affect the land use process by making it easier to follow and use but do not change the way the land use application Code requirements are applied or the policy framework for which they are established. The City's land use planning process and policy framework, which are in compliance with Goal 2, will not change.

**FINDING:** As discussed above in the analysis, there is a need for the proposed amendments and the amendments are consistent with the Comprehensive Plan and applicable City, regional and State regulations and policies.

#### **16.80.030.2 – Transportation Planning Rule Consistency**

**A. Review of plan and text amendment applications for effect on transportation facilities. Proposals shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-12-0060 (the TPR). Review is required when a development application includes a proposed amendment to the Comprehensive Plan or changes to land use regulations.**

**FINDING:** The amendments will not result in a change of uses otherwise permitted and will have no impact on the amount of traffic on the transportation system; therefore this policy is not applicable to the proposed amendment.

#### **IV. RECOMMENDATION**

Based on the above findings of fact, and the conclusion of law based on the applicable criteria, the Planning Commission forwarded a recommendation of approval of PA 11-05 to the City Council.

#### **V. EXHIBITS**

- A. Proposed development code changes (clean copy)
- B. Proposed development code changes (track changes)
- C. Letter from Matt Grady, Gramor Development dated January 24, 2012
- D. Agency Comments from Sherry Oeser, Metro dated January 24, 2012
- E. Letter from Bonneville Power Administration dated January 24, 2012
- F. Letter from Matt Grady, Gramor Development dated February 28, 2012
- G. Evaluation of the Landscaping at the Albertson's grocery store parking lot

## Chapter 16.92 LANDSCAPING\*

Sections:

### **16.92.010 Landscaping Plan Required**

### **16.92.020 Landscaping Materials**

### **16.92.030 Site Area Landscaping and Perimeter Screening Standards**

### **16.92.040 Installation and Maintenance**

\* Editor's Note: Some sections may not contain a history.

#### **16.92.010 Landscaping Plan Required**

All proposed developments for which a site plan is required pursuant to Section 16.90.020 shall submit a landscaping plan that meets the standards of this Chapter. All areas not occupied by structures, paved roadways, walkways, or patios shall be landscaped or maintained according to an approved site plan. (Ord. 2006-021; Ord. 86-851, § 3)

#### **16.92.020 Landscaping Materials**

##### **A. Type of Landscaping**

Required landscaped areas shall include an appropriate combination of native evergreen or deciduous trees and shrubs, evergreen ground cover, and perennial plantings. Trees to be planted in or adjacent to public rights-of-way shall meet the requirements of this Chapter. Plants may be selected from the City's "Suggested Plant Lists for Required Landscaping Manual" or suitable for the Pacific Northwest climate and verified by a landscape architect or certified landscape professional.

##### **1. Ground Cover Plants**

- a. All of the landscape that is not planted with trees and shrubs must be planted in ground cover plants, which may include grasses. Mulch is not a substitute for ground cover, but is allowed in addition to the ground cover plants.
- b. Ground cover plants other than grasses must be at least the four-inch pot size and spaced at distances appropriate for the plant species. Ground cover plants must be planted at a density that will cover the entire area within three years from the time of planting.

##### **2. Shrubs**

- a. All shrubs must be of sufficient size and number to be at full growth within three years of planting.
- b. Shrubs must be at least the one-gallon container size at the time of planting.

##### **3. Trees**

- a. Trees at the time of planting must be fully branched and must be a minimum of two (2) caliper inches and at least six (6) feet in height.
- b. Existing trees may be used to meet the standards of this chapter, as described in C. 2. below.

##### **B. Plant Material Selection and Preparation**

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1. Required landscaping materials shall be established and maintained in a healthy condition and of a size sufficient to meet the intent of the approved landscaping plan. Specifications shall be submitted showing that adequate preparation of the topsoil and subsoil will be undertaken.
2. Landscape materials should be selected and sited to produce a hardy and drought-resistant landscape area. Selection of the plants should include consideration of soil type, and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, and compatibility with existing native vegetation preserved on the site.

### **C. Existing Vegetation**

1. All developments subject to site plan review per Section 16.90.020 and required to submit landscaping plans per this section shall preserve existing trees, woodlands and vegetation on the site to the maximum extent possible, as determined by the Review Authority, in addition to complying with the provisions of Section 16.142.(Parks, Trees and Open Space) and Chapter 16.144 (Wetland, Habitat, and Natural Resources).
2. Existing vegetation, except those plants on the Nuisance Plants list as identified in the “Suggested Plant Lists for Required Landscaping Manual” may be used to meet the landscape standards, if protected and maintained during the construction phase of the development.
  - a. If existing trees are used, each tree six (6) inches or less in diameter counts as one (1) medium tree.
  - b. Each tree that is more than six (6) inches and up to nine (9) inches in diameter counts as two (2) medium trees.
  - c. Each additional three (3) inch diameter increment above nine (9) inches counts as an additional medium tree.

### **D. Non-Vegetative Features**

1. Landscaped areas as required by this Chapter may include architectural features interspersed with planted areas, such as sculptures, benches, masonry or stone walls, fences, rock groupings, bark dust, semi-pervious decorative paving, and graveled areas.
2. Impervious paving shall not be counted toward the minimum landscaping requirements unless adjacent to at least one landscape strip and serves as a pedestrian pathway.
3. Artificial plants are prohibited in any required landscaped area.  
(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 86-851 § 3)

## **16.92.030 Site Area Landscaping and Perimeter Screening Standards**

### **A. Perimeter Screening and Buffering**

1. Perimeter Screening Separating Residential Zones:  
A minimum six (6) foot high sight-obscuring wooden fence, decorative masonry wall, or evergreen screen, shall be required along property lines separating single and two-family uses from multi-family uses, and along property lines separating residential zones from commercial, institutional/public or industrial zones subject to the provisions of Chapter 16.48.020 (Fences, Walls and Hedges).

- a. For new uses adjacent to inventoried environmentally sensitive areas, screening requirements shall be limited to vegetation only to preserve wildlife mobility. In addition, the Review Authority may require plants and other landscaping features in locations and sizes necessary to protect the privacy of residences and buffer any adverse effects of adjoining uses.
- b. The required screening shall have breaks, where necessary, to allow pedestrian access to the site. The design of the wall or screening shall also provide breaks or openings for visual surveillance of the site and security.
- c. Evergreen hedges used to comply with this standard shall be a minimum of 36 inches in height at maturity, and shall be of such species, number and spacing to provide the required screening within one year after planting.

2. Perimeter Landscaping Buffer

- a. A minimum ten (10) foot wide landscaped strip comprised of trees, shrubs and ground cover shall be provided between off-street parking, loading, or vehicular use areas on separate, abutting, or adjacent properties.
- b. The access drives to a rear lots in the residential zone (i.e. flag lot) shall be separated from abutting property (ies) by a minimum of forty-two-inch sight-obscuring fence or a forty-two-inch to an eight feet high landscape hedge within a four-foot wide landscape buffer. Alternatively, where existing mature trees and vegetation are suitable, Review Authority may waive the fence/buffer in order to preserve the mature vegetation.

3. Perimeter Landscape Buffer Reduction

If the separate, abutting property to the proposed development contains an existing perimeter landscape buffer of at least five (5) feet in width, the applicant may reduce the proposed site's required perimeter landscaping up to five (5) feet maximum, if the development is not adjacent to a residential zone. For example, if the separate abutting perimeter landscaping is five (5) feet, the applicant may reduce the perimeter landscaping to five (5) feet in width on their site so there is at least five (5) feet of landscaping on each lot.

**B. Parking Area Landscaping**

1. Purpose

The standard is a landscape treatment that uses a combination of trees, shrubs, and ground cover to provide shade, storm water management, aesthetic benefits, and screening to soften the impacts of large expanses of pavement and vehicle movement. It is applied to landscaped areas within and around the parking lot and loading areas.

2. Definitions

- a. Parking Area Landscaping: Any landscaped area on the site that is not required as perimeter landscaping § 16.92.030 (Site Landscaping and Screening) or as street trees per Chapter 16.142 (Parks, Trees and Open Space).

b. Canopy Factor

(1) Landscape trees are assigned a canopy factor to determine the specific number of required trees to be planted. The canopy factor is calculated based on the following formula:

$$\text{Canopy Factor} = \text{Mature Height (in feet)} \times \text{Canopy Spread (in feet)} \times \text{Growth Rate Factor} \times .01$$

(2) Growth Rate Factor: The growth rate factor is three (3) for fast-growing trees, two (2) for medium growing trees, and one (1) for slow growing trees. The growth rate of a tree is identified in the "Suggested Plant Lists for Required Landscaping Manual."

3. Required Landscaping

There shall be at least forty- five (45) square feet parking area landscaping for each parking space located on the site. The amount of required plant materials are based on the number of spaces as identified below.

4. Amount and Type of Required Parking Area Landscaping

a. Number of Trees required based on Canopy Factor

Small trees have a canopy factor of less than 40, medium trees have a canopy factor from 40 to 90, and large trees have a canopy factor greater than 90;

(1) Any combination of the following is required:

- (i) One large tree is required per four (4) parking spaces;
- (ii) One medium tree is required per three (3) parking spaces; or
- (iii) One small tree is required per two (2) parking spaces.
- (iv) At least 5 % of the required trees must be evergreen.

b. Shrubs:

(1) Two shrubs are required per each space.

(2) For spaces where the front two (2) feet of parking spaces have been landscaped instead of paved, the standard requires one (1) shrub per space. Shrubs may be evergreen or deciduous.

c. Ground cover plants:

(1) Any remainder in the parking area must be planted with ground cover plants.

(2) The plants selected must be spaced to cover the area within three (3) years. Mulch does not count as ground cover.

4. Individual Landscape Islands Requirements

- a. Individual landscaped areas (islands) shall be at least ninety (90) square feet in area and a minimum width of five (5) feet and shall be curbed to protect the landscaping.
- b. Each landscape island shall be planted with at least one (1) tree.
- c. Landscape islands shall be evenly spaced throughout the parking area.
- d. Landscape islands shall be distributed according to the following:
  - (1) Residential uses in a residential zone: one island for every eight (8) contiguous parking spaces.
  - (2) Multi or mixed-uses, institutional and commercial uses: one island for every ten (10) contiguous parking spaces.
  - (3) Industrial uses: one island for every twelve (12) contiguous parking spaces.
- e. Storm water bio-swales may be used in lieu of the parking landscape areas and may be included in the calculation of the required landscaping amount.
- f. Exception to Landscape Requirement  
Linear raised or marked sidewalks and walkways within the parking areas connecting the parking spaces to the on-site buildings may be included in the calculation of required site landscaping provide that it:
  - (1) Trees are spaced a maximum of thirty (30) feet on at least one side of the sidewalk.
  - (2) The minimum unobstructed sidewalk width is at least six (6) feet wide.
  - (3) The sidewalk is separated from the parking areas by curbs, bollards, or other means on both sides.

#### 5. Landscaping at Points of Access

When a private access-way intersects a public right-of-way or when a property abuts the intersection of two (2) or more public rights-of-way, landscaping shall be planted and maintained so that minimum sight distances shall be preserved pursuant to Section 16.58.010.

#### 6. Exceptions

- a. For properties with an environmentally sensitive area and/or trees or woodlands that merit protection per Chapters 16.142(Parks, Trees and Open Space) and 16.144 (Wetland, Habitat and Natural Areas) the landscaping standards may be reduced, modified or "shifted" on-site where necessary in order to retain existing vegetation that would otherwise be removed to meet the above referenced landscaping requirements.
- b. The maximum reduction in required landscaping buffer permitted through this exception process shall be no more than 50%. The resulting landscaping buffer after reduction may not be less than five (5) feet in width unless otherwise permitted by the underlying zone. Exceptions to the required landscaping may only be permitted when reviewed as part of a land use action application and do not require a separate variance permit.

**C. Screening of Mechanical Equipment, Outdoor Storage, Service and Delivery Areas**

All mechanical equipment, outdoor storage and manufacturing, and service and delivery areas, shall be screened from view from all public streets and any adjacent residential zones. If unfeasible to fully screen due to policies and standards, the applicant shall make efforts to minimize the visual impact of the mechanical equipment.

**D. Visual Corridors**

Except as allowed by subsection 6. above, new developments shall be required to establish landscaped visual corridors along Highway 99W and other arterial and collector streets, consistent with the Natural Resources and Recreation Plan Map, Appendix C of the Community Development Plan, Part II, and the provisions of Chapter 16.142( Parks, Trees, and Open Space). Properties within the Old Town Overlay are exempt from this standard.

(Ord. No. 2011-003, § 2, 4-5-2011; Ord. No. 2011-001, §§ 1, 2, 2-15-2011; Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 91-922, § 3; Ord. 86-851 § 3)

**16.92.040 Installation and Maintenance Standards**

**A. Installation**

All required landscaping must be in-ground, except when in raised planters that are used to meet minimum Clean Water Services storm water management requirements. Plant materials must be installed to current nursery industry standards. Plant materials must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with vehicular or pedestrian movement.

**B. Maintenance and Mitigation of Landscaped Areas**

1. Maintenance of existing non-invasive native vegetation is encouraged within a development and required for portions of the property not being developed.
2. All landscaping shall be maintained in a manner consistent with the intent of the approved landscaping plan.
3. Any required landscaping trees removed must be replanted consistent with the approved landscaping plan and comply with § 16.142, (Parks, Trees and Open Space).

**C. Irrigation**

The intent of this standard is to ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering. All landscaped areas must provide an irrigation system, as stated in Option 1, 2, or 3.

1. Option 1: A permanent built-in irrigation system with an automatic controller installed.
2. Option 2: An irrigation system designed and certified by a licensed landscape architect or other qualified professional as part of the landscape plan, which provides sufficient water to ensure that the plants become established. The system does not have to be permanent if the plants chosen can survive independently once established.

3. Option 3: Irrigation by hand. If the applicant chooses this option, an inspection will be required one year after final inspection to ensure that the landscaping has become established.

#### **D. Deferral of Improvements**

Landscaping shall be installed prior to issuance of occupancy permits, unless security equal to 125% of the cost of the landscaping is filed with the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the landscaping is not completed within one (1) year, the security may be used by the City to complete the installation.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 86-851 § 3)

### **Chapter 16.94 Off-Street Parking and Loading\***

#### **Sections 16.94.010 General Requirements**

#### **16.94.020 Off-Street Parking Standards**

#### **16.94.030 Off-Street Loading Standards**

\* Editor's Note: Some sections may not contain a history.

#### **16.94.010 General Requirements**

##### **A. Off-Street Parking Required**

No site shall be used for the parking of vehicles until plans are approved providing for off-street parking and loading space as required by this Code. Any change in uses or structures that reduces the current off-street parking and loading spaces provided on site, or that increases the need for off-street parking or loading requirements shall be unlawful and a violation of this Code, unless additional off-street parking or loading areas are provided in accordance with Section 16.94.020, or unless a variance from the minimum or maximum parking standards is approved in accordance with Chapter 16.84 Variances.

##### **B. Deferral of Improvements**

Off-street parking and loading spaces shall be completed prior to the issuance of occupancy permits, unless the City determines that weather conditions, lack of available surfacing materials, or other circumstances beyond the control of the applicant make completion impossible. In such circumstances, security equal to one hundred and twenty five percent (125%) of the cost of the parking and loading area is provided the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the parking or loading area is not completed within one (1) year, the security may be used by the City to complete the installation.

##### **C. Options for Reducing the Required Parking Spaces**

1. Two (2) or more uses or, structures on multiple parcels of land may utilize jointly the same parking and loading spaces when the peak hours of operation do not substantially overlap, provided that satisfactory evidence is presented to the City, in the form of deeds, leases, or contracts, clearly establishing the joint use.
  - a. Within commercial, institutional and public, or industrial zones, shared parking may be provided on lots that are within 500 feet of the property line of the use to be served.

- b. Shared parking is allowed if the application can show that the combined peak use is available by a parking study that demonstrates:
  - (1) There is a sufficient number of parking spaces to accommodate the requirements of the individual businesses; or
  - (2) That the peak hours of operation of such establishments do not overlap, and
  - (3) That an exclusive permanent easement over a delineated area has been granted for parking space use.
2. Mixed use projects are developments where a variety of uses occupies a development project or complex. For example, an eating establishment, professional office building and movie theater are all components of a mixed use site. It does not include a secondary use within a primary use such as an administrative office associated with a retail establishment. In mixed-use projects, the required minimum vehicle parking shall be determined using the following formula:
  - a. Primary use: i.e. that with the largest proportion of total floor area within the development at 100% of the minimum vehicle parking required for that use.
  - b. Secondary Use: i.e. that with the second largest percentage of total floor area within the development, at 90% of the vehicle parking required for that use.
  - c. Subsequent use or uses, at 80% of the vehicle parking required for that use.

#### **D. Prohibited Uses**

Required parking, loading and maneuvering areas shall not be used for long-term storage or sale of vehicles or other materials, and shall not be rented, leased or assigned to any person or organization not using or occupying the building or use served.

#### **E. Location**

1. Residential off-street parking spaces shall be located on the same lot or development as the residential use.
2. For other uses, required off-street parking spaces may include adjacent on-street parking spaces, nearby public parking and shared parking located within 500 feet of the use. The distance from the parking, area to the use shall be measured from the nearest parking space to a building entrance, following a sidewalk or other pedestrian route. The right to use private off-site parking must be evidenced by a recorded deed, lease, easement, or similar written notarized letter or instrument.
3. Vehicle parking is allowed only on improved parking shoulders that meet City standards for public streets, within garages, carports and other structures, or on driveways or parking lots that have been developed in conformance with this code. Specific locations and types of spaces (car pool, compact, etc.) for parking shall be indicated on submitted plans and located to the side or rear of buildings where feasible.
  - a. All new development with 20 employees or more shall include at least 2% of the required parking spaces for preferential spaces for either car pool and vanpool designation.

- b. Existing development may redevelop portions of designated parking areas for multi-modal facilities (transit shelters, park and ride, and bicycle parking), subject to meeting all other applicable standards, including minimum space standards.

#### **F. Marking**

All parking, loading or maneuvering areas shall be clearly marked and painted. All interior drives and access aisles shall be clearly marked and signed to show the direction of flow and maintain vehicular and pedestrian safety.

#### **G. Surface and Drainage**

1. All parking and loading areas shall be improved with a permanent hard surface such as asphalt, concrete or a durable pervious surface. Use of pervious paving material is encouraged and preferred where appropriate considering soils, location, anticipated vehicle usage and other pertinent factors.
2. Parking and loading areas shall include storm water drainage facilities approved by the City Engineer or Building Official.

#### **H. Repairs**

Parking and loading areas shall be kept clean and in good repair. Breaks in paved surfaces shall be repaired. Broken or splintered wheel stops shall be replaced. Painted parking space boundaries and directional symbols shall be maintained in a readable condition.

#### **I. Parking and Loading Plan**

An off-street parking and loading plan, drawn to scale, shall accompany requests for building permits or site plan approvals, except for single and two-family dwellings, and manufactured homes on residential lots. The plan shall show but not be limited to:

1. Delineation of individual parking and loading spaces and dimensions.
2. Circulation areas necessary to serve parking and loading spaces.
3. Location of accesses to streets, alleys and properties to be served, and any curb cuts.
4. Landscaping as required by Chapter 16.92.
5. Grading and drainage facilities.
6. Signing and bumper guard specifications.
7. Bicycle parking facilities as specified in Section 16.94.020.C.
8. Parking lots more than one (1) acre in size shall provide street-like features including curbs, sidewalks, and street trees or planting strips.

#### **J. Parking Districts**

The City may establish a parking district (i.e., permits or signage) in residential areas in order to protect residential areas from spillover parking generated by adjacent commercial, employment or mixed-use areas, or other uses that generate a high demand for parking. The district request shall be made to the City Manager, who will forward a recommendation to the City Council for a decision.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; 2000-2001, § 3; Ord. 2000-2001, § 3; Ord. 86-851, § 3)

**16.94.020 Off-Street Parking Standards**

**A. Generally**

Where square feet are specified, the area measured shall be the gross building floor area primary to the functioning of the proposed use. Where employees are specified, persons counted shall be those working on the premises, including proprietors, during the largest shift at peak season. Fractional space requirements shall be counted as a whole space. The Review Authority may determine alternate off-street parking and loading requirements for a use not specifically listed in this Section based upon the requirements of comparable uses.

**Minimum and Maximum Parking Standards  
 (Metro spaces are based on 1 per 1,000 sq ft of gross leasable area)**

TABLE INSET:

	Minimum Parking Standard	Maximum Permitted Parking Zone A <sup>1</sup>	Maximum Permitted Parking Zone B <sup>2</sup>
Single, two-family & Manufactured Home on lot <sup>3</sup>	1 per dwelling unit	None	None
Multi-Family <sup>4</sup>	1 per unit under 500 sf 1.25 per 1 bdr 1.5 per 2 bdr 1.75 per 3 bdr	None	None
Hotel or Motel	1 per room	None	None

<sup>1</sup> Parking Zone A reflects the maximum number of permitted vehicle parking spaces allowed for each listed land use. Parking Zone A areas include those parcels that are located within one-quarter mile walking distance of bus transit stops that have 20 minute peak hour transit service or one-half mile walking distance of light rail station platforms that have 20 minute peak hour transit service.

<sup>2</sup> Parking Zone B. Parking Zone B reflects the maximum number of permitted vehicle parking spaces allowed for each listed land use. Parking Zone B areas include those parcels that are located within one-quarter mile walking distance of bus transit stops, one-half mile walking distance of light rail station platforms, or both, or that have a greater than 20 minute peak hour transit service. Parking Zone B areas also include those parcels that are located at a distance greater than one-quarter mile walking distance of bus transit stops, one-half mile walking distance of light rail station platforms, or both.

Boarding House	None	None	None
General Retail or Personal Service	4.1 (244 sf)	5.1	6.2
Vehicle Sales, Nursery	4.1	5.1	6.2
Furniture/Appliance Store	4.1	5.1	6.2
Tennis Racquetball Court	1.0	1.3	1.5
Golf Course	None	None	None
Sports Club/Recreation Facility	4.3 (233 sf)	5.4	6.5
General Office	2.7 (370 sf)	3.4	4.1
Bank with Drive-thru	4.3 (233 sf)	5.4	6.5
Medical or Dental Office	3.9 (256 sf)	4.9	5.9
Eating or Drinking Establishment	15.3 (65 sf)	19.1	23.0
Fast Food Drive-thru	9.9 (101 sf)	12.4	14.9
Movie Theater	0.3 per seat	0.4	0.5
Day Care	None	None	None
Elementary & Jr High	None	None	None
High School & College	0.2 per student + teacher	0.3	0.3
Places of Worship	0.5 per seat	0.6	0.8
Nursing Home	None	None	None
Library	None	None	None
Industrial	1.6	None	None
Warehouse (gross square feet; parking ratios apply to warehouses 150, 000 gsf. or greater)	0.3	0.4	0.5
<p>3. If the street on which the house has direct access is less than 28 feet wide, two off-street parking spaces are required per single-family residential unit. (includes single-family detached or attached, two-family dwelling or a manufactured home on an individual lot) If the abutting street is 28-feet or wider, one standard (9 ft. x 20 ft.) parking space is required.</p>			

4. Visitor parking in residential developments: Multi-family dwelling units with more than ten (10) required parking spaces shall provide an additional 15 % of the required number of parking spaces for the use of guests of the residents of the development. The spaces shall be centrally located or distributed throughout the development. Required bicycle parking facilities shall also be centrally located within or evenly distributed throughout the development.

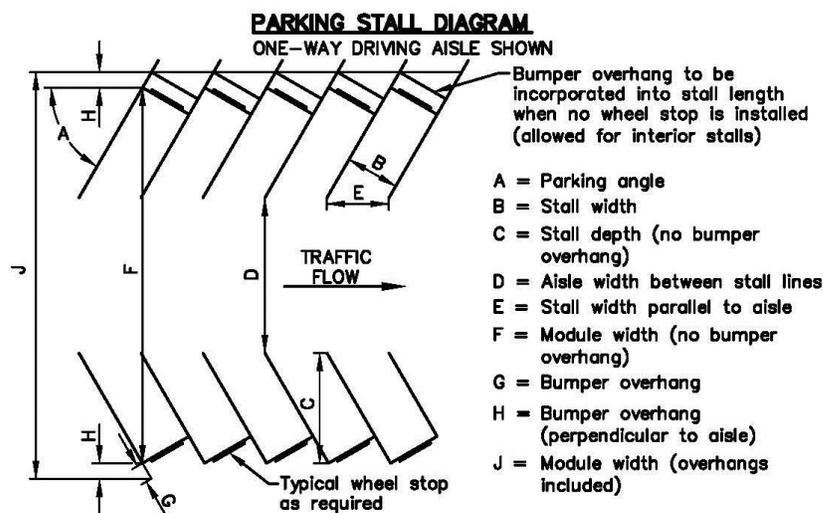
**B. Dimensional and General Configuration Standards**

1. Dimensions

For the purpose of this Chapter, a "parking space" means a stall nine (9) feet in width and twenty (20) feet in length. Up to twenty five percent (25%) of required parking spaces may have a minimum dimension of eight (8) feet in width and eighteen (18) feet in length so long as they are signed as compact car stalls.

2. Layout

Parking space configuration, stall and access aisle size shall be of sufficient width for all vehicle turning and maneuvering. Groups of more than four (4) parking spaces shall be served by a driveway so as to minimize backing movements or other maneuvering within a street, other than an alley. All parking areas shall meet the minimum standards shown in in the following table and diagram.



**MINIMUM PARKING DIMENSION REQUIREMENTS**  
 ONE-WAY DRIVING AISLE (Dimensions in Feet)

A	B	C	D	E	F	G	H	J
45°	8.0	16.5	13.0	11.3	46.0	3.0	2.5	51.0
	9.0	18.5	12.0	12.7	49.0	3.0	2.5	54.0
60°	8.0	17.0	18.0	9.2	52.0	3.0	2.5	57.0
	9.0	19.5	16.0	10.4	55.0	3.0	2.5	60.0
75°	8.0	16.5	26.0	8.3	59.0	3.0	3.0	65.0
	9.0	19.0	23.0	9.3	61.0	3.0	3.0	67.0
90°	8.0	15.0	26.0	8.0	56.0	3.0	3.0	62.0
	9.0	17.0	24.0	9.0	58.0	3.0	3.0	64.0

**TWO-WAY DRIVING AISLE (Dimensions in Feet)**

A	B	C	D	E	F	G	H	J
45°	8.0	16.5	24.0	11.3	57.0	3.0	2.5	62.0
	9.0	18.5	24.0	12.7	61.0	3.0	2.5	66.0
60°	8.0	17.0	24.0	9.2	58.0	3.0	2.5	63.0
	9.0	19.5	24.0	10.4	63.0	3.0	2.5	68.0
75°	8.0	16.5	26.0	8.3	59.0	3.0	3.0	65.0
	9.0	19.0	24.0	9.3	62.0	3.0	3.0	68.0
90°	8.0	15.0	26.0	8.0	56.0	3.0	3.0	62.0
	9.0	17.0	24.0	9.0	58.0	3.0	3.0	64.0

3. Wheel Stops

- a. Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four (4) inches high, located three (3) feet back from the front of the parking stall as shown in the above diagram.
- b. Wheel stops adjacent to landscaping, bio-swales or water quality facilities shall be designed to allow storm water runoff.

- c. The paved portion of the parking stall length may be reduced by three feet if replaced with three feet of low lying landscape or hardscape in lieu of a wheel stop; however, a curb is still required. In other words, the traditional three-foot vehicle overhang from a wheel stop may be low-lying landscaping rather than an impervious surface.

#### 4. Service Drives

Service drives shall be clearly and permanently marked and defined through use of rails, fences, walls, or other barriers or markers, and shall have minimum vision clearance area formed by the intersection of the driveway center line, the street right-of-way line, and a straight line joining said lines through points fifteen (15) feet from their intersection.

#### 5. Credit for On-Street Parking

- a. On-Street Parking Credit. The amount of off-street parking required shall be reduced by one off-street parking space for every on-street parking space adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, except that angled parking may be allowed for some streets, where permitted by City standards.
- b. The following constitutes an on-street parking space:
  - (1) Parallel parking, each 24 feet of uninterrupted curb;
  - (2) 45/60 degree diagonal, each with 10 feet of curb;
  - (3) 90 degree (perpendicular) parking, each with 8 feet of curb;
  - (4) Curb space must be connected to the lot which contains the use;
  - (5) Parking spaces that would not obstruct a required clear vision area, nor any other parking that violates any law or street standard; and;
  - (6) On-street parking spaces credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

#### 6. Reduction in Required Parking Spaces

Developments utilizing engineered storm water bio-swales or those adjacent to environmentally constrained or sensitive areas may reduce the amount of required parking spaces by 10% when 25-49 parking spaces are required, 15% when 50-74 parking spaces are required and 20% when more than 75 parking spaces are required, provided the area that would have been used for parking is maintained as a habitat area or is generally adjacent to an environmentally sensitive or constrained area.

#### 7. Parking Location and Shared Parking

Owners of off-street parking facilities may post a sign indicating that all parking on the site is available only for residents, customers and/or employees, as applicable.

### C. Bicycle Parking Facilities

#### 1. Location and Design

- a. Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one building entrance (e.g., no farther away than the closest parking space). Bike parking may be located inside the main building or near the main entrance.

b. Bicycle parking in the Old Town Overlay District can be located on the sidewalk within the right-of-way. A standard inverted "U shaped" design is appropriate. Alternative, creative designs are strongly encouraged.

2. **Visibility and Security.** Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage.

3. **Options for Storage.** Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building.

4. **Lighting.** Bicycle parking shall be at least as well lit as vehicle parking for security.

5. **Reserved Areas.** Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.

6. **Hazards.** Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located so as to not conflict with vision clearance standards.

**MINIMUM REQUIRED BICYCLE PARKING SPACES**

TABLE INSET:

USE CATEGORIES	MINIMUM REQUIRED SPACES
<b>Residential Categories</b>	
Household Living	Multi-dwelling -- 2 or 1 per 10 auto spaces All other residential structure types -- None.
Group Living	1 per 20 auto spaces
<b>Commercial Categories</b>	
Retail Sales/Service Office	2 or 1 per 20 auto spaces, whichever is greater.
Drive-Up Vehicle Servicing	None
Vehicle Repair	None
Commercial Parking Facilities, Commercial, Outdoor Recreation, Major Event Entertainment	4 or 1 per 20 auto spaces, whichever is greater.
Self-Service Storage	None
<b>Industrial Categories/Service Categories</b>	
Basic Utilities	2 or 1 per 40 spaces, whichever is

	greater.
Park and Ride Facilities	2 or 1 per 20 auto spaces
Community Service Essential Service Providers Parks and Open Areas	2 or 1 per 20 auto spaces, whichever is greater.
Schools	High Schools -- 4 per classroom
	Middle Schools -- 2 per classroom
	Grade Schools -- 2 per 4th & 5th grade classroom
Colleges Medical Centers, Religious Institutions Daycare Uses	2 or 1 per 20 auto spaces whichever is greater.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; 2005-009 § 8; Ord. 2000-2001 § 3; Ord. 86-851 § 3)

### **16.94.030 Off-Street Loading Standards**

#### **A. Minimum Standards**

1. A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school, or other public meeting place, which is designed to accommodate more than twenty five (25) persons at one time.
2. The minimum loading area for non-residential uses shall not be less than ten (10) feet in width by twenty-five (25) feet in length and shall have an unobstructed height of fourteen (14) feet.
3. Multiple uses on the same parcel or adjacent parcels may utilize the same loading area if it is shown in the development application that the uses will not have substantially overlapping delivery times.
4. The following additional minimum loading space is required for buildings in excess of twenty thousand (20,000) square feet of gross floor area:
  - a. 20,000 to 50,000 sq. ft. - 500 sq. ft.
  - b. 50,000 sq. ft. or more - 750 sq. ft.

#### **B. Separation of Areas**

Any area to be used for the maneuvering of delivery vehicles and the unloading or loading of materials shall be separated from designated off-street parking areas and designed to prevent the encroachment of delivery vehicles onto off-street parking areas or public streets. Off-street parking areas used to fulfill the requirements of this Chapter shall not be used for loading and unloading operations.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. No. 2009-005, § 2, 6-2-2009; Ord. 86-851, § 3)

## **Chapter 16.96 ON-SITE CIRCULATION\***

### **Sections:**

**16.96.010 On-Site Pedestrian and Bicycle Circulation**

**16.96.020 Minimum Residential Standards**

**16.96.030 Minimum Non-Residential Standards**

### **16.96.040 On-Site Vehicle Circulation**

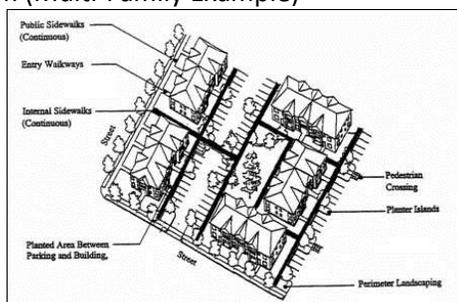
\* Editor's Note: Some sections may not contain a history.

### **16.96.010 On-Site Pedestrian and Bicycle Circulation**

#### **A. Purpose**

On-site facilities shall be provided that accommodate safe and convenient pedestrian access within new subdivisions, multi-family developments, planned unit developments, shopping centers and commercial districts, and connecting to adjacent residential areas and neighborhood activity centers within one half mile of the development. Neighborhood activity centers include but are not limited to existing or planned schools, parks, shopping areas, transit stops or employment centers. All new development, (except single-family detached housing), shall provide a continuous system of private pathways/sidewalks.

#### **On-Site Circulation System (Multi-Family Example)**



GRAPHIC LINK: [Click here](#)

#### **B. Maintenance**

No building permit or other City permit shall be issued until plans for ingress, egress and circulation have been approved by the City. Any change increasing any ingress, egress or circulation requirements, shall be a violation of this Code unless additional facilities are provided in accordance with this Chapter.

#### **C. Joint Access**

Two (2) or more uses, structures, or parcels of land may utilize the same ingress and egress when the combined ingress and egress of all uses, structures, or parcels of land satisfied the other requirements of this Code, provided that satisfactory legal evidence is presented to the City in the form of deeds, easements, leases, or contracts to clearly establish the joint use.

#### **D. Connection to Streets**

1. Except for joint access per this Section, all ingress and egress to a use or parcel shall connect directly to a public street, excepting alleyways with paved sidewalk.
2. Required private sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators to the public sidewalk or curb of the public street which provides required ingress and egress.

#### **E. Maintenance of Required Improvements**

Required ingress, egress and circulation improvements shall be kept clean and in good repair.

#### **F. Access to Major Roadways**

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Points of ingress or egress to and from Highway 99W and arterials designated on the Transportation Plan Map, attached as Appendix C of the Community Development Plan, Part II, shall be limited as follows:

1. Single and two-family uses and manufactured homes on individual residential lots developed after the effective date of this Code shall not be granted permanent driveway ingress or egress from Highway 99W and arterial roadways. If alternative public access is not available at the time of development, provisions shall be made for temporary access which shall be discontinued upon the availability of alternative access.
2. Other private ingress or egress from Highway 99W and arterial roadways shall be minimized. Where alternatives to Highway 99W or arterials exist or are proposed, any new or altered uses developed after the effective date of this Code shall be required to use the alternative ingress and egress.
3. All site plans for new development submitted to the City for approval after the effective date of this Code shall show ingress and egress from existing or planned local or collector streets, consistent with the Transportation Plan Map and Section VI of the Community Development Plan.

#### **G. Service Drives**

Service drives shall be provided pursuant to Section 16.94.030.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 2005-009, § 6; Ord. 86-851)

#### **16.96.020 Minimum Residential Standards**

Minimum standards for private, on-site circulation improvements in residential developments:

##### **A. Driveways**

1. Single-Family: One (1) driveway improved with hard surface pavement with a minimum width of ten (10) feet, not to exceed a grade of 14%. Permeable surfaces and planting strips between driveway ramps are encouraged in order to reduce stormwater runoff.
2. Two-Family: One (1) shared driveway improved with hard surface pavement with a minimum width of twenty (20) feet; or two (2) driveways improved with hard surface pavement with a minimum width of ten (10) feet each. Permeable surfaces and planting strips between driveway ramps are encouraged in order to reduce stormwater runoff.
3. Multi-Family: Improved hard surface driveways are required as follows:

TABLE INSET:

Number of Units	Number of Driveways	One Way Drive Width (Pair)	Two Way Drive Width
3-49	1	15 feet	24 feet
50 or more	2	15 feet	24 feet

##### **B. Sidewalks, Pathways and Curbs**

1. Single, Two-Family, and Manufactured Home on Individual Residential Lot: No on-site sidewalks and curbs are required when not part of a proposed partition or subdivision.
2. Multi-family:
  - a. A system of private pedestrian sidewalks/pathways extending throughout the development site shall connect each dwelling unit to vehicular parking areas, common open space, storage areas, recreation facilities, adjacent developments, transit facilities within five hundred (500) feet of the site, and future phases of development. Main building entrances shall also be connected to one another.
  - b. Required private pathways/sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators, on one side of approved driveways connecting to the public sidewalk or curb of the public street that provides required ingress and egress. Curbs shall also be required at a standard approved by the Review Authority.
  - c. Private Pathway/Sidewalk Design. Private pathway surfaces shall be concrete, brick/masonry pavers, or other durable surface, at least 5 feet wide and conform to ADA standards. Where the system crosses a parking area, driveway or street, it shall be clearly marked with contrasting paving materials or raised crosswalk (hump).
  - d. Exceptions Private pathways/sidewalks shall not be required where physical or topographic conditions make a connection impracticable, where buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment; or pathways would violate provisions of leases, restrictions or other agreements.

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## End of Proposed Code Amendments

## Chapter 16.92 LANDSCAPING\*

Sections:

### 16.92.010 Landscaping Plan Required

### 16.92.020 Landscaping Materials

### 16.92.030 Site Area Landscaping and Perimeter Screening Standards

### ~~16.92.030 Landscaping Standards~~

### 16.92.040 Installation and Maintenance

\* Editor's Note: Some sections may not contain a history.

### 16.92.010 Landscaping Plan Required

All proposed developments for which a site plan is required pursuant to Section 16.90.020 shall submit a landscaping ~~plan which~~ plan that meets the standards of this Chapter. All areas not occupied by structures, paved roadways, walkways, or patios shall be landscaped or maintained according to an approved site plan. ~~Maintenance of existing non-invasive native vegetation is encouraged within a development and required for portions of the property not being developed.~~  
(Ord. 2006-021; Ord. 86-851, § 3)

### 16.92.020 Landscaping Materials

#### **A. ~~Varieties~~ Type of Landscaping**

Required landscaped areas shall include an appropriate combination of native evergreen or deciduous trees and shrubs, evergreen ground cover, and perennial plantings. Trees to be planted in or adjacent to public rights-of-way shall meet the requirements of this Chapter. Plants may be selected from the City's "Suggested Plant Lists for Required Landscaping Manual" or suitable for the Pacific Northwest climate and verified by a landscape architect or certified landscape professional.

#### 1. Ground Cover Plants

a. All of the landscape that is not planted with trees and shrubs must be planted in ground cover plants, which may include grasses. Mulch is not a substitute for ground cover, but is allowed in addition to the ground cover plants.

b. Ground cover plants other than grasses must be at least the four-inch pot size and spaced at distances appropriate for the plant species. Ground cover plants must be planted at a density that will cover the entire area within three years from the time of planting.

#### 2. Shrubs

a. All shrubs must be of sufficient size and number to be at full growth within three years of planting.

b. Shrubs must be at least the one-gallon container size at the time of planting.

#### 3. Trees

a. Trees at the time of planting must be fully branched and must be a minimum of two (2) caliper inches and at least six (6) feet in height.

b. Existing trees may be used to meet the standards of this chapter, as described in C. 2. below.

## B. Plant Material Selection and Preparation

### ~~B. Establishment of Healthy Growth and Size~~

1. Required landscaping materials shall be established and maintained in a healthy condition and of a size sufficient to meet the intent of the approved landscaping plan. Specifications shall be submitted showing that adequate preparation of the topsoil and subsoil will be undertaken.
2. Landscape materials should be selected and sited to produce a hardy and drought-resistant landscape area. Selection of the plants should include consideration of soil type, and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, and compatibility with existing native vegetation preserved on the site.

### ~~C. Non-Vegetative Features~~

~~Landscaped areas as required by this Chapter may include architectural features interspersed with planted areas, such as sculptures, benches, masonry or stone walls, fences, rock groupings, bark dust, semi-pervious decorative paving, and graveled areas. Impervious paving shall not be counted as landscaping. Artificial plants are prohibited in any required landscaped area.~~

## DC. Existing Vegetation

1. All developments subject to site plan review per Section 16.90.020 and required to submit landscaping plans per ~~Section 16.92.020~~ this section shall preserve existing trees, woodlands and vegetation on the site to the maximum extent possible, as determined by the Review Authority, in addition to complying with the provisions of Section 16.142.060, (Parks, Trees and Open Space) and Chapter 16.144 (Wetland, Habitat, and Natural Resources).
2. Existing vegetation, except those plants on the Nuisance Plants list as identified in the "Suggested Plant Lists for Required Landscaping Manual" may be used to meet the landscape standards, if protected and maintained during the construction phase of the development.
  - a. If existing trees are used, each tree six (6) inches or less in diameter counts as one (1) medium tree.
  - b. Each tree that is more than six (6) inches and up to nine (9) inches in diameter counts as two (2) medium trees.
  - c. Each additional three (3) inch diameter increment above nine (9) inches counts as an additional medium tree.

### D. Non-Vegetative Features

1. Landscaped areas as required by this Chapter may include architectural features interspersed with planted areas, such as sculptures, benches, masonry or stone walls, fences, rock groupings, bark dust, semi-pervious decorative paving, and graveled areas.
2. Impervious paving shall not be counted as toward the minimum landscaping landscaping requirements unless adjacent to at least one landscape strip and serves as a pedestrian pathway.

3. Artificial plants are prohibited in any required landscaped area.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 86-851 § 3)

**16.92.030–Site Area Landscaping and Perimeter Screening Standards**

**A. Perimeter Screening and Buffering**

1. Perimeter Screening Separating Residential Zones:

A minimum six (6) foot high sight-obscuring wooden fence, decorative masonry wall, or evergreen screen, shall be required along property lines separating single and two-family uses from multi-family uses, and along property lines separating residential zones from commercial, institutional/public or industrial uses zones subject to the provisions of Chapter 16.48.020 (Fences, Walls and Hedges).

a. For new uses adjacent to inventoried environmentally sensitive areas, screening requirements shall be limited to vegetation only so as to preserve wildlife mobility. In addition, the Review Authority may require plants and other landscaping features may be required by the Review Authority in locations and sizes necessary to protect the privacy of residences and buffer any adverse effects of adjoining uses.

b. The required screening shall have breaks, where necessary, to allow pedestrian access to the site. The design of the wall or screening shall also provide breaks or openings for visual surveillance of the site and security. or required to comply with other standards in the Code

c. Evergreen hedges used to comply with this standard shall be a minimum of 36 inches in height at maturity, and shall be of such species, number and spacing to provide the required screening within one year after planting.

32. Perimeter Landscaping Buffer :

a. A minimum ten (10) foot wide landscaped strip comprised of trees, shrubs and ground cover shall be provided between off-street parking, loading, or vehicular use areas on separate, abutting or adjacent properties.

A minimum six (6) foot high sight-obscuring fence or plantings shall also be provided, except where equivalent screening is provided by intervening buildings or structures.

b. The access drives to a rear lots in the residential zone (i.e. flag lot) shall be separated from abutting property (ies) by a minimum of forty-two-inch sight-obscuring fence or a forty-two-inch to an eight feet high landscape hedge within a four-foot wide landscape buffer. Alternatively, where existing mature trees and vegetation are suitable, Review Authority may waive the fence/buffer in order to preserve the mature vegetation.

3. Perimeter Landscape Buffer Reduction

If the separate, abutting property to the proposed development contains an existing perimeter landscape buffer of at least five (5) feet in width, the applicant may reduce the proposed site's required perimeter landscaping up to five (5) feet maximum, if the development is not adjacent to a residential zone. For example, if the separate abutting perimeter landscaping is five (5) feet, the

applicant may reduce the perimeter landscaping to five (5) feet in width on their site so there is at least five (5) feet of landscaping on each lot.

## **B. Parking Area Landscaping**

### **1. Purpose**

The standard is a landscape treatment that uses a combination of trees, shrubs, and ground cover to provide shade, storm water management, aesthetic benefits, and screening to soften the impacts of large expanses of pavement and vehicle movement. It is applied to landscaped areas within and around the parking lot and loading areas.

### **2. Definitions**

a. **Parking Area Landscaping:** Any landscaped area on the site that is not required as perimeter landscaping § 16.92.030 (Site Landscaping and Screening) or as street trees per Chapter 16.142 (Parks, Trees and Open Space).

#### b. **Canopy Factor**

(1) Landscape trees are assigned a canopy factor to determine the specific number of required trees to be planted. The canopy factor is calculated based on the following formula:

$$\text{Canopy Factor} = \frac{\text{Mature Height (in feet)} \times \text{Canopy Spread (in feet)} \times \text{Growth Rate Factor}}{.01}$$

(2) Growth Rate Factor: The growth rate factor is three (3) for fast-growing trees, two (2) for medium growing trees, and one (1) for slow growing trees. The growth rate of a tree is identified in the "Suggested Plant Lists for Required Landscaping Manual."

### **3. Required Landscaping**

There shall be at least forty- five (45) square feet parking area landscaping for each parking space located on the site. The amount of required plant materials are based on the number of spaces as identified below.

### **4. Amount and Type of Required Parking Area Landscaping**

#### a. **Number of Trees required based on Canopy Factor**

Small trees have a canopy factor of less than 40, medium trees have a canopy factor from 40 to 90, and large trees have a canopy factor greater than 90;

(1) Any combination of the following is required:

(i) One large tree is required per four (4) parking spaces;

(ii) One medium tree is required per three (3) parking spaces; or

(iii) One small tree is required per two (2) parking spaces.

(iv) At least 5 % of the required trees must be evergreen.

b. Shrubs:

(1) Two shrubs are required per each space.

(2) For spaces where the front two (2) feet of parking spaces have been landscaped instead of paved, the standard requires one (1) shrub per space. Shrubs may be evergreen or deciduous.

c. Ground cover plants:

(1) Any remainder in the parking area must be planted with ground cover plants.

(2) The plants selected must be spaced to cover the area within three (3) years. Mulch does not count as ground cover.

~~1. Total Landscaped Area. A minimum of ten percent (10%) of the lot area used for the display or parking of vehicles shall be landscaped in accordance with this Chapter. In addition, all areas not covered by buildings, required parking, and/or circulation drives shall be landscaped with plants native to the Pacific Northwest in accordance with this Chapter.~~

~~2. Adjacent to Public Rights-of-Way or Abutting Other Private Property.~~

~~a. A landscaped strip at least ten (10) feet in width shall be provided between rights-of-way and any abutting off-street parking, loading, or vehicle use areas. Landscaping shall include any combination of evergreen hedges, dense vegetation, earth berm, grade, change in grade, wall, bio swales or fence, forming a permanent year-round screen, except in clear vision areas as per Section 16.58.020.~~

~~b. The access drives to a rear lot (i.e. flag lot) shall be separated from abutting property(ies) by a minimum of forty-two inch sight-obscuring fence or a forty-two-inch to seventy-two-inch high landscape hedge within a four foot wide landscape buffer. Alternatively, where existing mature trees and vegetation are suitable, the City Manager or Manager's designee may waive the fence/buffer in order to preserve the mature vegetation.~~

~~4. Interior Landscaping. A minimum of fifty percent (50%) of required parking area landscaping shall be placed in the interior of the parking area. Landscaped areas shall be distributed so as to divide large expanses of pavement, improve site appearance, improve safety, and delineate pedestrian walkways and traffic lanes. Individual~~

4. — Individual Landscape Islands Requirements

a. Individual landscaped areas (islands) shall be ~~no less than~~ at least ~~sixty-four (64)~~ ~~seventynine~~ (90) square feet in area and a minimum width of five (5) feet and shall be curbed to protect the landscaping.

b. Each landscape island shall be planted with at least one (1) tree.

c. Landscape islands shall be evenly spaced throughout the parking area.

d. Landscape islands shall be distributed according to the following:

(1) Residential uses in a residential zone: one island for every eight (8) contiguous parking spaces.

(2) Multi or mixed-uses, institutional and commercial uses: one island for every ten (10) contiguous parking spaces.

(3) Industrial uses: one island for every twelve (12) contiguous parking spaces. ~~shall be provided after every fifteen (15) parking stalls in a row.~~

e. Storm water bio-swales may be used in lieu of the ~~interior landscaping~~ parking landscape areas and may be included in the calculation of the required landscaping amount.

f. Exception to Landscape Requirement

Linear raised or marked sidewalks and walkways within the parking areas connecting the parking spaces to the on-site buildings may be included in the calculation of required site landscaping provide that it:

(1) Trees are spaced a maximum of thirty (30) feet on at least one side of the sidewalk.

(2) The minimum unobstructed sidewalk width is at least six (6) feet wide.

(3) The sidewalk is separated from the parking areas by curbs, bollards, or other means on both sides.

55. -Landscaping at Points of Access-

When a private access-way intersects a public right-of-way or when a property abuts the intersection of two (2) or more public rights-of-way, landscaping shall be planted and maintained so that minimum sight distances shall be preserved pursuant to Section 16.58.010.

66. Exceptions-

a. For properties with an environmentally sensitive area and/or trees or woodlands that merit protection per Chapters 16.142-142(Parks, Trees and Open Space) and 16.144 (Wetland, Habitat and Natural Areas) the landscaping standards may be reduced, modified or "shifted" on-site where necessary in order to retain existing vegetation that would otherwise be removed to meet the above referenced landscaping requirements.

b. The maximum reduction in required landscaping ~~-permitted~~buffer permitted through this exception process shall be no more than 50%. The resulting landscaping buffer after reduction may not be less than five (5) feet in width unless otherwise permitted by the underlying zone. Exceptions to the required landscaping may only be permitted when reviewed as part of a land use action application and do not require a separate variance permit.

C. Screening of Mechanical Equipment, Outdoor Storage, Service and Delivery Areas

All mechanical equipment, outdoor storage and manufacturing, and service and delivery areas, shall be screened from view from all public streets and any adjacent residential zones. If unfeasible to fully screen due to policies and standards, the applicant shall make efforts to minimize the visual impact of the mechanical equipment.

**CD. Visual Corridors-**

Except as allowed by subsection 6. above, new developments shall be required to establish landscaped visual corridors along Highway 99W and other arterial and collector streets, consistent with the Natural Resources and Recreation Plan Map, Appendix C of the Community Development Plan, Part II, and the provisions of Chapter 16.142 ([Parks, Trees, and Open Space](#)). Properties within the Old Town Overlay are exempt from this standard.

(Ord. No. 2011-003, § 2, 4-5-2011; Ord. No. 2011-001, §§ 1, 2, 2-15-2011; Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 91-922, § 3; Ord. 86-851 § 3)

**16.92.040 Installation and Maintenance [Standards](#)**

**~~A. Deferral of Improvements~~**

~~Landscaping shall be installed prior to issuance of occupancy permits, unless security equal to 125% of the cost of the landscaping is filed with the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the landscaping is not completed within six (6) months, the security may be used by the City to complete the installation.~~

**A. Installation**

All required landscaping must be in-ground, except when in raised planters that are used to meet minimum Clean Water Services storm water management requirements. Plant materials must be installed to current nursery industry standards. Plant materials must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with vehicular or pedestrian movement.

**B. Maintenance and Mitigation of Landscaped Areas**

1. Maintenance of existing non-invasive native vegetation is encouraged within a development and required for portions of the property not being developed.

2. All landscaping shall be maintained in a manner consistent with the intent of the approved \_\_\_\_\_ landscaping plan. ~~Failure to maintain landscaped areas shall result in the revocation of applicable occupancy permits and business licenses.~~

3. Any required landscaping trees removed must be replanted consistent with the approved \_\_\_\_\_ landscaping plan and comply with § 16.142, (Parks, Trees and Open Space).

**C. Irrigation**

The intent of this standard is to ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering. All landscaped areas must provide an irrigation system, as stated in Option 1, 2, or 3.

1. Option 1: A permanent built-in irrigation system with an automatic controller installed.

2. Option 2: An irrigation system designed and certified by a licensed landscape architect or other \_\_\_\_\_ qualified professional as part of the landscape plan, which provides sufficient water to ensure that

the plants become established. The system does not have to be permanent if the plants chosen can survive independently once established.

3. Option 3: Irrigation by hand. If the applicant chooses this option, an inspection will be required one year after final inspection to ensure that the landscaping has become established.

#### **AD. - Deferral of Improvements**

Landscaping shall be installed prior to issuance of occupancy permits, unless security equal to 125% of the cost of the landscaping is filed with the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the landscaping is not completed within one (1) year ~~six (6) months~~, the security may be used by the City to complete the installation.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 86-851 § 3)

### **Chapter 16.94 Off-Street Parking and Loading\***

#### **Sections:**

**16.94.010** ~~General~~ **General Requirements**

**16.94.020** ~~Off~~ **Off-Street Parking Standards**

**16.94.030** ~~Off~~ **Off-Street Loading Standards**

\* Editor's Note: Some sections may not contain a history.

#### **16.94.010** ~~Generally~~ **General Requirements**

##### **A. Off-Street Parking Required**

No site shall be used for the parking of vehicles until plans are approved providing for off-street parking and loading space as required by this Code. Any change in uses or structures that reduces the current off-street parking and loading spaces provided on site, or that increases the need for off-street parking or loading requirements shall be unlawful and a violation of this Code, unless additional off-street parking or loading areas are provided in accordance with Section 16.94.020, or unless a variance from the minimum or maximum parking standards is approved in accordance with Chapter 16.84 Variances.

##### **B. Deferral of Improvements**

Off-street parking and loading spaces shall be completed prior to the issuance of occupancy permits, unless the City determines that weather conditions, lack of available surfacing materials, or other circumstances beyond the control of the applicant make completion impossible. In such circumstances, security equal to one hundred and twenty five percent (125%) of the cost of the parking and loading area is provided the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the parking or loading area is not completed within ~~six (6) months~~ one (1) year, the security may be used by the City to complete the installation.

##### **C. Options for Reducing the Required Parking Spaces**

1. Two (2) or more uses or, structures on multiple parcels of land may utilize jointly the same parking and loading spaces when the peak hours of operation do not substantially overlap, provided that

satisfactory evidence is presented to the City, in the form of deeds, leases, or contracts, clearly  
       establishing the joint use.

- a. Within commercial, institutional and public, or industrial zones, shared parking may be  
       —provided on lots that are within 500 feet of the property line of the use to be served.
  
- b. Shared parking is allowed if the application can show that the combined peak use is  
       available by a parking study that demonstrates:
  - (1) There is a sufficient number of parking spaces to accommodate the requirements of  
       the individual businesses; or
  - (2) That the peak hours of operation of such establishments do not overlap, and
  - (3) That an exclusive permanent easement over a delineated area has been granted for  
       parking space use.

~~D. Multiple/Mixed Uses~~

~~When several uses occupy a single structure or parcel of land, the total requirements for off-street parking and loading shall be the sum of the requirements of the several uses computed separately, with a reduction of up to 25% to account for cross-patronage of adjacent businesses or services. If the applicant can demonstrate that the peak parking demands for the combined uses are less than 25% (i.e., the uses operate on different days or at different times of the day), the total requirements may be reduced accordingly.~~

2. Mixed use projects are developments where a variety of uses occupies a development project  
       or complex. For example, an eating establishment, professional office building and movie theater  
       are all components of a mixed use site. It does not include a secondary use within a primary use  
       such as an administrative office associated with a retail establishment. In mixed-use projects, the  
       required minimum vehicle parking shall be determined using the following formula:

- a. Primary use: i.e. that with the largest proportion of total floor area within the development at  
       100% of the minimum vehicle parking required for that use.
  
- b. Secondary Use: i.e. that with the second largest percentage of total floor area within the  
       development, at 90% of the vehicle parking required for that use.
  
- c. Subsequent use or uses, at 80% of the vehicle parking required for that use.

**ED. Prohibited Uses**

Required parking, loading and maneuvering areas shall not be used for long-term storage or sale of vehicles or other materials, and shall not be rented, leased or assigned to any person or organization not using or occupying the building or use served.

**FE. Location**

1. Residential off-street parking spaces shall be located on the same lot or development as the  
       residential use.

2.     For other uses, required off-street parking spaces may include adjacent on-street parking spaces,      nearby public parking and shared parking located within 500 feet of the use. The distance from the parking, area to the use shall be measured from the nearest parking space to a building      entrance, following a sidewalk or other pedestrian route. The right to use private off-site parking      must be evidenced by a recorded deed, lease, easement, or similar written notarized letter or      instrument.
3. Vehicle parking is allowed only on improved parking shoulders that meet City standards for public streets, within garages, carports and other structures, or on driveways or parking lots that have been developed in conformance with this code. Specific locations and types of spaces (car pool, compact, etc.) for parking shall be indicated on submitted plans and located to the side or rear of buildings where feasible.
  - a. All new development with 20 employees or more shall ~~include~~ include at least 2% of the required parking spaces for preferential spaces for either car pool and vanpools designation, ~~if business employs 20 employees or more.~~
  - b. Existing development may redevelop portions of designated parking areas for multi-modal      facilities (transit shelters, park and ride, and bicycle parking), subject to meeting all other      applicable standards, including minimum space standards.

#### **GF. Marking**

All parking, loading or maneuvering areas shall be clearly marked and painted. All interior drives and access aisles shall be clearly marked and signed to show the direction of flow and maintain vehicular and pedestrian safety.

#### **HG. Surface and Drainage**

1. All parking and loading areas shall be improved with a permanent hard surface such as asphalt,      concrete or a durable pervious surface. Use of pervious paving material is encouraged and preferred      where appropriate considering soils, location, anticipated vehicle usage and other pertinent factors.
2. Parking and loading areas shall include storm water drainage facilities approved by the City Engineer      or Building Official.

#### **I.H. Repairs**

Parking and loading areas shall be kept clean and in good repair. Breaks in paved surfaces shall be repaired. Broken or splintered wheel stops shall be replaced. Painted parking space boundaries and directional symbols shall be maintained in a readable condition.

#### **J.L. Parking and Loading Plan**

An off-street parking and loading plan, drawn to scale, shall accompany requests for building permits or site plan approvals, except for single and two-family dwellings, and manufactured homes on residential lots. The plan shall show but not be limited to:

1. Delineation of individual parking and loading spaces and dimensions.
2. Circulation areas necessary to serve parking and loading spaces.
3. Location of accesses to streets, alleys and properties to be served, and any curb cuts.
4. Landscaping as required by Chapter 16.92.
5. Grading and drainage facilities.
6. Signing and bumper guard specifications.
7. Bicycle parking facilities as specified in Section 16.94.020.C.
8. Parking lots more than ~~three-one (13)~~ acres in size shall provide street-like features ~~along major driveways~~ including curbs, sidewalks, and street trees or planting strips.

**KJ. Parking Districts**

The City may establish a parking district (i.e., permits or signage) in residential areas in order to protect residential areas from spillover parking generated by adjacent commercial, employment or mixed-use areas, or other uses that generate a high demand for parking. The district request shall be made to the City Manager, who will forward a recommendation to the City Council for a decision.  
 (Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; 2000-2001, § 3; Ord. 2000-2001, § 3; Ord. 86-851, § 3)

**16.94.020 Off-Street Parking Standards**

**A. Generally**

Where square feet are specified, the area measured shall be the gross building floor area primary to the functioning of the proposed use. Where employees are specified, persons counted shall be those working on the premises, including proprietors, during the largest shift at peak season. Fractional space requirements shall be counted as a whole space. The Review Authority may determine alternate off ~~Off-~~ street parking and loading requirements for a use not specifically listed in this Section ~~shall be determined by the review authority~~ based upon the requirements of comparable uses.

**Minimum and Maximum Parking Standards  
 (Metro spaces are based on 1 per 1,000 sq ft of gross leasable area)**

TABLE INSET:

	Minimum <u>Parking Standard</u>	Maximum <u>Permitted Parking Zone A<sup>1</sup></u>	Maximum <u>Permitted Parking Zone B<sup>2</sup></u>
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<sup>1</sup> Parking Zone A reflects the maximum number of permitted vehicle parking spaces allowed for each listed land use. Parking Zone A areas include those parcels that are located within one-quarter mile walking distance of bus

Single, two-family & Manufactured Home on lot* <sup>3</sup>	1 per <del>du</del> <u>dwelling unit</u>	None	None
Multi-Family <sup>4</sup>	1 <u>per unit</u> under 500 sf 1.25 per 1 bdr 1.5 per 2 bdr 1.75 per 3 bdr	None	None
Hotel or Motel	1 per room	None	None
Boarding House	None	None	None
General Retail or Personal Service	4.1 (244 sf)	5.1	6.2
Vehicle Sales, Nursery	4.1	5.1	6.2
Furniture/Appliance Store	4.1	5.1	6.2
Tennis Racquetball Court	1.0	1.3	1.5
Golf Course	None	None	None
Sports Club/Recreation Facility	4.3 (233 sf)	5.4	6.5
General Office	2.7 (370 sf)	3.4	4.1
Bank with Drive-thru	4.3 (233 sf)	5.4	6.5
Medical or Dental Office	3.9 (256 sf)	4.9	5.9
Eating or Drinking Establishment	15.3 (65 sf)	19.1	23.0
Fast Food Drive-thru	9.9 (101 sf)	12.4	14.9
Movie Theater	0.3 per seat	0.4	0.5
Day Care	None	None	None

[transit stops that have 20 minute peak hour transit service or one-half mile walking distance of light rail station platforms that have 20 minute peak hour transit service.](#)

<sup>2</sup> [Parking Zone B. Parking Zone B reflects the maximum number of permitted vehicle parking spaces allowed for each listed land use. Parking Zone B areas include those parcels that are located within one-quarter mile walking distance of bus transit stops, one-half mile walking distance of light rail station platforms, or both, or that have a greater than 20 minute peak hour transit service. Parking Zone B areas also include those parcels that are located at a distance greater than one-quarter mile walking distance of bus transit stops, one-half mile walking distance of light rail station platforms, or both.](#)

Elementary & Jr High	None	None	None
High School & College	0.2 per student + teacher	0.3	0.3
<del>Church</del> <u>Places of Worship</u>	<del>0.4 per seat</del> <u>0.5 per seat</u>	0.6	0.8
Nursing Home	None	None	None
Library	None	None	None
Industrial	1.6	None	None
<u>Warehouse (gross square feet; parking ratios apply to warehouses 150, 000 gsf. or greater)</u>	<u>0.3</u>	<u>0.4</u>	<u>0.5</u>
<p><del>* An enclosed building or garage associated with any residential dwelling type cannot be counted towards the parking space requirement for that unit. Further, if the street on which the house has access is less than 28 feet wide, 2 off street parking spaces are required per single family residential unit (includes single family detached or attached, two-family dwelling or a manufactured home on an individual lot). If the abutting street is 28 feet or wider, one standard (9 ft x 18 ft) parking space is required.—</del></p>			
<p><u>3. If the street on which the house has direct access is less than 28 feet wide, two off-street parking spaces are required per single-family residential unit. (includes single-family detached or attached, two-family dwelling or a manufactured home on an individual lot) If the abutting street is 28-feet or wider, one standard (9 ft. x 20 ft.) parking space is required.</u></p>			
<p><u>4. Visitor parking in residential developments: Multi-family dwelling units with more than ten (10) required parking spaces shall provide an additional 15 % of the required number of parking spaces for the use of guests of the residents of the development. The spaces shall be centrally located or distributed throughout the development. Required bicycle parking facilities shall also be centrally located within or evenly distributed throughout the development.</u></p>			

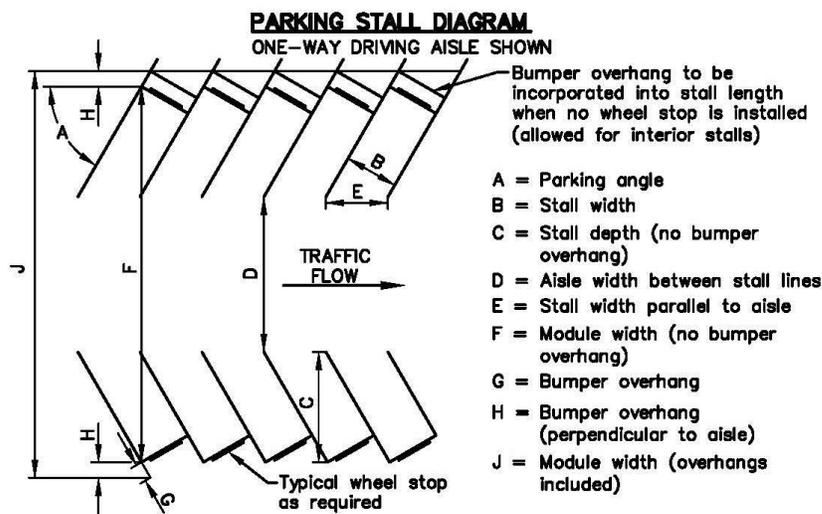
**B. ~~Miscellaneous~~ Dimensional and General Configuration Standards**

1. Dimensions

For the purpose of this Chapter, a "parking space" means a stall nine (9) feet in width and twenty (20) feet in length. Up to twenty five percent (25%) of required parking spaces may have a minimum dimension of eight (8) feet in width and eighteen (18) feet in length so long as they are signed as compact car stalls.

2. Layout

Parking space configuration, stall and access aisle size shall be of sufficient width for all vehicle turning and maneuvering. Groups of more than four (4) parking spaces shall be served by a driveway so as to minimize backing movements or other maneuvering within a street, other than an alley. All parking areas shall meet the minimum standards shown in [Appendix G](#) in the following table and diagram.



**MINIMUM PARKING DIMENSION REQUIREMENTS**  
 ONE-WAY DRIVING AISLE (Dimensions in Feet)

A	B	C	D	E	F	G	H	J
45°	8.0	16.5	13.0	11.3	46.0	3.0	2.5	51.0
	9.0	18.5	12.0	12.7	49.0	3.0	2.5	54.0
60°	8.0	17.0	18.0	9.2	52.0	3.0	2.5	57.0
	9.0	19.5	16.0	10.4	55.0	3.0	2.5	60.0
75°	8.0	16.5	26.0	8.3	59.0	3.0	3.0	65.0
	9.0	19.0	23.0	9.3	61.0	3.0	3.0	67.0
90°	8.0	15.0	26.0	8.0	56.0	3.0	3.0	62.0
	9.0	17.0	24.0	9.0	58.0	3.0	3.0	64.0

**TWO-WAY DRIVING AISLE (Dimensions in Feet)**

A	B	C	D	E	F	G	H	J
45°	8.0	16.5	24.0	11.3	57.0	3.0	2.5	62.0
	9.0	18.5	24.0	12.7	61.0	3.0	2.5	66.0
60°	8.0	17.0	24.0	9.2	58.0	3.0	2.5	63.0
	9.0	19.5	24.0	10.4	63.0	3.0	2.5	68.0
75°	8.0	16.5	26.0	8.3	59.0	3.0	3.0	65.0
	9.0	19.0	24.0	9.3	62.0	3.0	3.0	68.0
90°	8.0	15.0	26.0	8.0	56.0	3.0	3.0	62.0
	9.0	17.0	24.0	9.0	58.0	3.0	3.0	64.0

### 3. Wheel Stops

- a. Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four (4) inches high, located three (3) feet back from the front of the parking stall as shown in ~~Appendix G~~ the above diagram.
- b. Wheel stops adjacent to landscaping, bio-swales or water quality facilities shall be designed to allow storm water runoff.
- c. The paved portion of the parking stall length may be reduced by three feet if replaced with three feet of low lying landscape or hardscape in lieu of a wheel stop; however, a curb is still required. In other words, the traditional three-foot vehicle overhang from a wheel stop may be low-lying landscaping rather than an impervious surface.

#### 4. Service Drives

Service drives shall be clearly and permanently marked and defined through use of rails, fences, walls, or other barriers or markers, and shall have minimum vision clearance area formed by the intersection of the driveway center line, the street right-of-way line, and a straight line joining said lines through points fifteen (15) feet from their intersection.

#### 5. Credit for On-Street Parking

- a. On-Street Parking Credit. The amount of off-street parking required shall be reduced by one off-street parking space for every on-street parking space adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, except that angled parking may be allowed for some streets, where permitted by City standards.

- b. The following constitutes an on-street parking space:

- (1) Parallel parking, each 24 feet of uninterrupted curb;
- (2) 45/60 degree diagonal, each with 10 feet of curb;
- (3) 90 degree (perpendicular) parking, each with 8 feet of curb;
- (4) Curb space must be connected to the lot which contains the use;
- (5) Parking spaces that would not obstruct a required clear vision area, nor any other parking that violates any law or street standard; and;
- (6) On-street parking spaces credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

#### 6. Reduction in Required Parking Spaces

Developments utilizing engineered storm water bio-swales or those adjacent to environmentally constrained or environmentally sensitive areas may reduce the amount of required parking spaces by 10% when 25-49 parking spaces are required, 15% when 50-74 parking spaces are required and 20% when more than 75 parking spaces are required, provided the area that would have been used for parking is maintained as a habitat area or is generally adjacent to an environmentally sensitive or constrained area.

#### 7a. Parking Location and Shared Parking

~~Availability of facilities.~~ Owners of off-street parking facilities may post a sign indicating that all parking on the site is available only for residents, customers and/or employees, as applicable.

**C. Bicycle Parking Facilities**

1. Location and Design-

a. Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one building entrance (e.g., no farther away than the closest parking space). Bike parking may be located inside the main building or ~~protected or otherwise covered~~ near the main entrance. ~~If the first two options are unavailable, a separate shelter provided on-site is appropriate as long as it is coordinated with other street furniture such as benches, street lights, planters and other pedestrian amenities.~~

a.b. Bicycle parking in the Old Town Overlay District can be located on the sidewalk within the right-of-way. A standard inverted "U shaped" design is appropriate. Alternative, creative designs are strongly encouraged.

2. Visibility and Security. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage.

3. Options for Storage. Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building.

4. Lighting. Bicycle parking shall be at least as well lit as vehicle parking for security.

5. Reserved Areas. Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.

6. Hazards. Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located so as to not conflict with vision clearance standards.

**MINIMUM REQUIRED BICYCLE PARKING SPACES**

TABLE INSET:

USE CATEGORIES	MINIMUM REQUIRED SPACES
<b>Residential Categories</b>	
Household Living	Multi-dwelling -- 2 or 1 per 10 auto spaces- All other residential structure types -- None.
Group Living	1 per 20 auto spaces
<b>Commercial Categories</b>	

Retail Sales/Service Office	2 or 1 per 20 auto spaces, whichever is greater.
Drive-Up Vehicle Servicing	None
Vehicle Repair	None
Commercial Parking Facilities, Commercial, Outdoor Recreation, Major Event Entertainment	4 or 1 per 20 auto spaces, whichever is greater.
Self-Service Storage	None
<b>Industrial Categories/Service Categories</b>	
Basic Utilities	2 or 1 per 40 spaces, whichever is greater.
Park and Ride Facilities	2 or 1 per 20 auto spaces
Community Service Essential Service Providers Parks and Open Areas	2 or 1 per 20 auto spaces, whichever is greater.
Schools	High Schools -- 4 per classroom
	Middle Schools -- 2 per classroom
	Grade Schools -- 2 per 4th & 5th grade classroom
Colleges Medical Centers, Religious Institutions Daycare Uses	2 or 1 per 20 auto spaces whichever is greater.
<del>Other Categories—</del>	
<del>Agriculture—</del>	<del>None—</del>
<del>Aviation Facilities Detention Facilities—</del>	<del>Per CU review—</del>
<del>Mining, Radio and TV Towers—</del>	<del>None—</del>
<del>Utility Corridors—</del>	<del>None—</del>

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; 2005-009 § 8; Ord. 2000-2001 § 3; Ord. 86-851 § 3)

**16.94.030 Off-Street Loading Standards**

**A. Minimum Standards**

1. A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school, or other public meeting place, which is designed to accommodate more than twenty five (25) persons at one time.
2. The minimum loading area for non-residential uses shall not be less than ten (10) feet in width by twenty-five (25) feet in length and shall have an unobstructed height of fourteen (14) feet.

3. Multiple uses on the same parcel or adjacent parcels may utilize the same loading area if it is shown in the development application that the uses will not have substantially overlapping delivery times.

4. The following additional minimum loading space is required for buildings in excess of twenty thousand (20,000) square feet of gross floor area:

- a. 20,000 to 50,000 sq. ft. - 500 sq. ft.
- b. 50,000 sq. ft. or more - 750 sq. ft.

#### **B. Separation of Areas**

Any area to be used for the maneuvering of delivery vehicles and the unloading or loading of materials shall be separated from designated off-street parking areas and designed to prevent the encroachment of delivery vehicles onto off-street parking areas or public streets. Off-street parking areas used to fulfill the requirements of this Chapter shall not be used for loading and unloading operations. (Ord. No. 2010-015, § 2, 10-5-2010; Ord. No. 2009-005, § 2, 6-2-2009; Ord. 86-851, § 3)

### **Chapter 16.96 ON-SITE CIRCULATION\***

#### **Sections:**

**16.96.010 On-Site Pedestrian and Bicycle Circulation**

**16.96.020 Minimum Residential Standards**

**16.96.030 Minimum Non-Residential Standards**

**16.96.040 On-Site Vehicle Circulation**

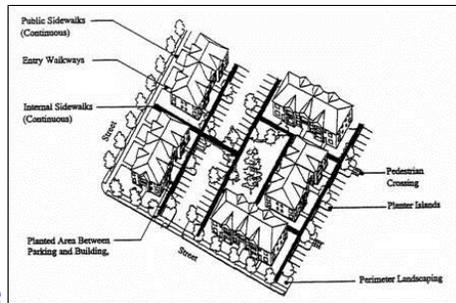
\* Editor's Note: Some sections may not contain a history.

#### **16.96.010 On-Site Pedestrian and Bicycle Circulation**

##### **A. Purpose**

On-site facilities shall be provided that accommodate safe and convenient pedestrian access within new subdivisions, multi-family developments, planned unit developments, shopping centers and commercial districts, and connecting to adjacent residential areas and neighborhood activity centers within one half mile of the development. Neighborhood activity centers include but are not limited to existing or planned schools, parks, shopping areas, transit stops or employment centers. All new development, (except single-family detached housing), shall provide a continuous system of private pathways/sidewalks.

On-Site Circulation System (Multi-Family Example)



GRAPHIC LINK: [Click here](#)

#### **AB. Maintenance**

No building permit or other City permit shall be issued until plans for ingress, egress and circulation have been approved by the City. Any change increasing any ingress, egress or circulation requirements, shall be a violation of this Code unless additional facilities are provided in accordance with this Chapter.

#### **B-C. Joint Access**

Two (2) or more uses, structures, or parcels of land may utilize ~~jointly~~ the same ingress and egress when the combined ingress and egress of all uses, structures, or parcels of land satisfied the other requirements of this Code, provided that satisfactory ~~legal~~ legal evidence is presented to the City in the form of deeds, easements, leases, or contracts to clearly establish the joint use.

#### **CD. Connection to Streets**

1. Except for joint access per this Section, all ingress and egress to a use or parcel shall connect directly to a public street, excepting alleyways with paved sidewalk.
2. Required private sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators to the public sidewalk or curb of the public street which provides required ingress and egress.

#### **DE. Maintenance of Required Improvements**

Required ingress, egress and circulation improvements shall be kept clean and in good repair.

#### **FE. Access to Major Roadways**

Points of ingress or egress to and from Highway 99W and arterials designated on the Transportation Plan Map, attached as Appendix C of the Community Development Plan, Part II, shall be limited as follows:

1. Single and two-family uses and manufactured homes on individual residential lots developed after the effective date of this Code shall not be granted permanent driveway ingress or egress from Highway 99W and arterial roadways. If alternative public access is not available at the time of development, provisions shall be made for temporary access which shall be discontinued upon the availability of alternative access.
2. Other private ingress or egress from Highway 99W and arterial roadways shall be minimized. Where alternatives to Highway 99W or arterials exist or are proposed, any new or altered uses developed after the effective date of this Code shall be required to use the alternative ingress and egress.

3. All site plans for new development submitted to the City for approval after the effective date of this Code shall show ingress and egress from existing or planned local or collector streets, consistent with the Transportation Plan Map and Section VI of the Community Development Plan.

**FG. Service Drives**

Service drives shall be provided pursuant to Section 16.94.030.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; Ord. 2005-009, § 6; Ord. 86-851)

**16.96.020 Minimum Residential Standards**

Minimum standards for private, on-site circulation improvements in residential developments:

**A. Driveways**

1. Single-Family: One (1) driveway improved with hard surface pavement with a minimum width of ten (10) feet, not to exceed a grade of 14%. Permeable surfaces and planting strips between driveway ramps are encouraged in order to reduce stormwater runoff.
2. Two-Family: One (1) shared driveway improved with hard surface pavement with a minimum width of twenty (20) feet; or two (2) driveways improved with hard surface pavement with a minimum width of ten (10) feet each. Permeable surfaces and planting strips between driveway ramps are encouraged in order to reduce stormwater runoff.
3. Multi-Family: Improved hard surface driveways are required as follows:

TABLE INSET:

Number of Units	Number of Driveways	One Way Drive Width (Pair)	Two Way Drive Width
3-49	1	15 feet	24 feet
50 or more	2	15 feet	24 feet

**B. Sidewalks, Pathways and Curbs**

1. Single, Two-Family, and Manufactured Home on Individual Residential Lot: No on-site sidewalks and curbs are required when not part of a proposed partition or subdivision.
2. Multi-family:
  - a. A system of private pedestrian sidewalks/pathways extending throughout the development site, shall connect each dwelling unit to vehicular parking areas, common open space, storage areas, recreation facilities, adjacent developments, transit facilities within five hundred (500) feet of the site, and future phases of development. Main building entrances shall also be connected to one another.
  - b. Required private pathways/sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators, on one side of approved driveways connecting

to the public sidewalk or curb of the public ~~street which~~street that provides required ingress and egress. Curbs shall also be required at a standard approved by the ~~Commission~~Review Authority.

- c. Private Pathway/Sidewalk Design. Private pathway surfaces shall be concrete, brick/masonry pavers, or other ~~pervious~~ durable surface, at least 5 feet wide and conform to ADA standards. Where the system crosses a parking area, driveway or street, it shall be clearly marked with contrasting paving materials or raised crosswalk (hump).
- d. Exceptions Private pathways/sidewalks shall not be required where physical or topographic conditions make a connection impracticable, where buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment; or pathways would violate provisions of leases, restrictions or other agreements.

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## End of Proposed Code Amendments



January 24, 2012

**City of Sherwood**  
Planning Commission  
22560 SW Pine Street  
Sherwood, OR 97140  
Attention: Michelle Miller

**RE: Chapter 16.92 Landscaping/ Chapter 16.142  
Comments on the Proposed Parking Lot Layout and Landscaping Code/ Tree Code**

Dear Commission Chairman Patrick Allen and Members of the Commission:

My name is Matt Grady, representing the Langer Gramor LLC, assisting with implementation of the Langer Planned Unit Development (PUD) Phases 6, 7, and 8 of PUD 95-1. We have participated in previous code updates regarding the signage and site plan review.

This letter provides our comments regarding the recent release of Chapters 16.92 Landscaping Code amendments 16.94 Off Street Parking Requirements; and Chapter 16.142 Parks and Trees. Our comments fall within two general categories, that being general and specific. Overall the intent of the proposed changes are to require more landscaping and larger plant specimens on all proposed developments for which a site plan is required. The proposed parking lot and loading standards are not clearly written and the proposed tree canopy for new development is onerous. We are not certain that, as written, that you will achieve your purposes and you will certainly negatively impact new development.

**General Comments:**

Our comments relate to the aspects of implementing the code language for “non-residential” or commercial uses. It appears that we all need to review the “Suggested Plant Lists for Required Landscaping Manual,” as this document identifies mature tree heights and canopy spreads, which have a direct relationship to the “canopy factor” that is required. In addition, there seems to be a relationship to the code changes in the “Tree Code Language” in Chapter 16.142.070, subsection D.3 (under Retention requirements) that calls for required tree canopy and that each net development site shall provide a minimum tree canopy of 30 percent.

**Exhibit C**

## **Specific Comments:**

### 16.92 Landscape Code Amendments

16.92.020.3. b and c. We question where the “Canopy Factor” numbers come from and validity of this system in terms of implementation from the city staff in addition to how or where this is working in other jurisdictions?

#### 16.92.020 D Non-Vegetative Features

As proposed “impervious paving shall not be counted as landscaping.” We suggest you reconsider and permit this if the paving serves for pedestrian uses. Through our experience, pedestrian areas are positioned around and between commercial shop areas, and as expansions to walkway systems. The use of semi-pervious decorative paving does not stand up to heavy useage, is twice as expensive as conventional pavers or even colored and scored concrete, nor can it be used in many circumstances without proper drainage. The drainage is based upon soils having sufficient percolation rates – not all soils have percolation abilities, that will allow semi pervious materials to function.

#### 16.92.030 A.2 – Perimeter Landscaping Buffer

This talks about a minimum 10 foot buffer between off-street parking, loading or vehicular use areas on separate abutting properties, but does not spell out what the buffer is comprised of, density or height. The concern here is that it will be required to plant an opaque hedge plus trees, this then becomes another layer of overstory vegetation on top of the required street trees and parking lot trees. Perhaps subsection b. is meant to be applied to the 10-foot buffer, yet as written, it applies to “access drives to a rear lot”.

#### 16.92.030 A.3

This section does not read clearly on the last sentence. I addition, is one is to rely on “adjoining property” landscaping that could be applied to the 10-foot requirement? What happens if the adjoining property alters this landscaping, does that mean that more landscaping is now required on the opposite side?

A 5-foot buffer with low lying evergreen screen is plenty of width to buffer and screen parking. This is particularly problematic in Old Town where space is limited. Narrow hardscape screening such as low decorative walls should be allowed in the constrained Old Town area.

#### 16.92.030 B.2 – Parking Area Landscaping

How is interior landscape area calculated exactly? We suggest calculating interior area as anything extending more than 4 feet into the parking field and the first 10 feet between the curb and building and corner (90 degree) landscape areas.

B.3 a, b & c. - 45 s.f. per stall, 1 large tree per 4 stalls and 2 shrubs per stall are an overly stringent requirement. According to the City code Section 16.94.020 off street parking, subsection B.1 dimensions a parking space is 9’ x 20’ equaling 180 square feet and the proposed 45 square feet represents 25 percent of each parking space. We feel this requirement is too high and should be reduced as this is a huge change from the existing 10 percent requirement in today’s code. Large trees are just that, “large trees”, 35-foot plus spread. If one large tree is

required for each four (parking spaces) and more smaller trees are required for less parking, there simply won't be enough room in the planters within the parking area to accommodate all the required trees. The 20% area required to be evergreen does not make sense unless such trees can be placed in perimeter corners and not be in islands in the middle of the parking areas. Even if in corners, it may be problematic in that law enforcement needs to have ample visual access to and around buildings and walkways. This figure should be eliminated or reduced to 5 percent. The reason being is that security in parking areas is a big issue with insurance companies and also in crime protection.

B.4.f 2 A linear sidewalk connecting parking to building counting toward required landscape islands is unclear as to how it is counted. Is this a 1 to 1 ratio of sidewalk against the 45 s.f. per stall landscape area required?

C. The proposed code reads; "Screening of all mechanical equipment, outdoor and manufacturing, and service and delivery areas, shall be screened from view from all public streets and adjacent residential district." We recommend that a definition be added for "mechanical equipment" as PGE and Communication companies install vaults and above ground cabinets that are not permitted to have landscaping within certain distances. Also the screening of service and delivery areas for single tenant users that rely on day to day deliveries via large trucks makes some sense. We suggest expanding the language to include provisions for tenants within multi-tenant buildings that only use small trucks to not have a screening requirement, as these types of tenants don't require a dedicated loading space nor need screening. Typically the small trucks park in a parking space, off load with a pallet jack or hand truck and are finished delivery in a matter of minutes.

#### 16.92.040 Installation and Maintenance

We are not sure of the intent here. There is a difference in "in-ground planting" versus "in-ground when in raised planters. Do both of these need to meet the Clean Water Services storm water management requirements? Or when does an applicant need to meet CWS storm water requirements?

### Chapter 16.94 Off Street Parking and Loading

#### 16.94.010 C. 1 Options for Reducing the Required Parking Spaces.

As written there are two subsections a and b. It appears that in a. that shared parking could be on the applicant's lot or up to 500 feet away and then subsection b. is mechanism to carry out a reduction. But as written subsection 1 does not specify that both a and b are to be applied to carry this out.

In subsection 2 below for mixed use developments, determining the primary and secondary uses by via floor areas and the applying 90 percent or 80 percent of minimum may seem simple yet could get very confusing at a land use application stage, if the details are not known. We suggest referencing the ITE land use standards from the traffic engineering manual for uses and consulting with the City's traffic engineer to determine parking reductions based on cross patronage from one use to another.

#### 19.94.010 E. 3 a. Location

The requirement for 10% carpool spaces seems very high in a suburban community. Parking is plentiful and marking a parking space for carpool does not seem like an incentive. In fact some carpooling may just park in an unmarked spot. We would let employers work out their own commute trip reduction plans and mark spaces as part of this plan as necessary.

This approach may work well at the high school or a major single source employer, but we can't think of another situation where it would work well in Sherwood.

#### 16.94.020 A. Table.

It would be very helpful to add a foot note describing the parking maximums "A" and "B". As shown there is no reference and a reader, unless versed with Metro's requirements, would have no clue which maximum applies to the specific site.

#### 19.94.020 B.

We question why the standard parking lot dimension is so long at 20 feet. Most jurisdictions use 18.5 feet long as the standard and allow a compact space to reduce this to 16 feet. The parking diagram as shown not readable. We suggest enlarging it so it can be related to the parking stall diagram table. The table itself should be revised to only include width, length and drive aisle width. As viewed, this is very confusing. Related to this we question why required drive aisle widths for parking have increased by 2 feet? We recommend that the standard 24-foot minimum drive aisle is proven, works, and does not increase impervious areas.

We are highly supportive of the proposed change for wheel stops, in that the paved portion of a parking stall length may be reduced by three feet if replaced with three feet of low lying landscape or hardscape in lieu of a wheel stop. We have numerous examples to show where this has been implemented to eliminate the use of wheel stops. We find that they actually trip more people than stop cars. We also find that they are a maintenance nightmare, in that wheel stops don't hold up over time and make parking lot maintenance much more difficult for sweeping.

#### 16.94.030 A. Off-Street Loading Standards

We question what the requirement is for subsection 2 for non-residential uses. Is this applicable for any non-residential use no matter what the size of the proposed structure? Subsection 4 talks about "additional loading" needed in excess of 20,000 square feet of gross floor area. It seems a bit odd that the requirements are base on providing "x" square feet of loading instead of converting this to a loading berth, like most code language. We suggest you add in a provision for an applicant to make a case that a loading berth is not even required through a "loading determination process". This is an administrative process where the applicant provides evidence on needed parking and loading. In particular, requiring too much loading for a development that does not need it is wasteful and leads to additional paving and poor aesthetics.

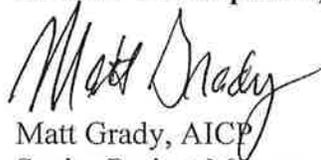
Chapter 16.142 Parks, Trees and Open Spaces

16.142.070 D.3 Required Tree Canopy

Net development site shall provide a minimum 30 percent tree canopy. What is the definition of net development site? Can required street trees off site that partially overhang site be counted towards 30% tree canopy?

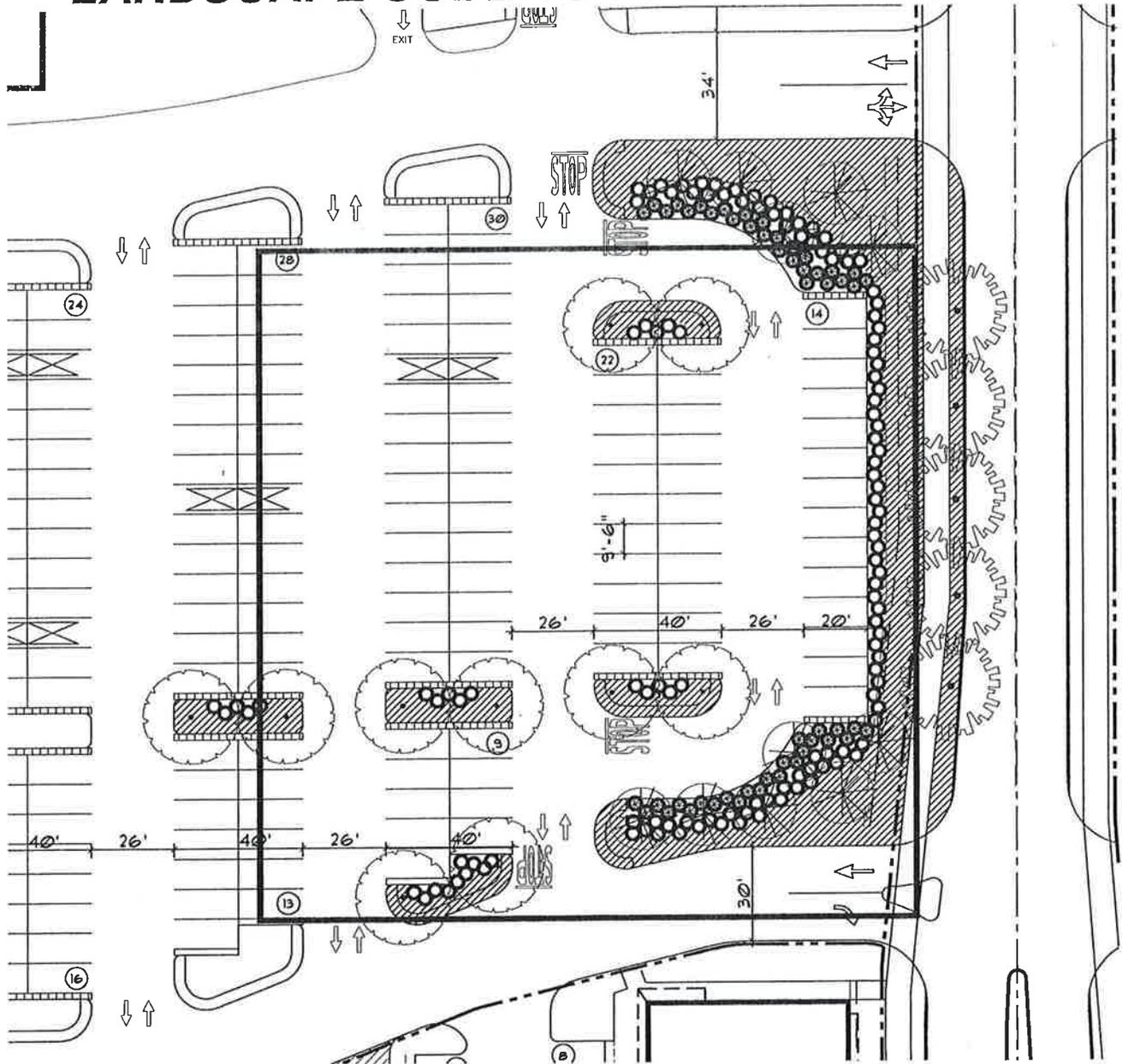
This concludes our comments at this time. Thank you for the opportunity to participate and we look forward to working with you and staff to address these concerns. I can be reached at 503-245-1976 if you have any questions.

Sincerely,  
**Gramor Development, Inc.**

  
Matt Grady, AICP  
Senior Project Manager

cc: Frank Schmidt / Tiland Schmidt Architects

# CITY OF SHERWOOD - COMPARISON OF EXISTING LANDSCAPE CODE TO PROPOSED CODE



**EXISTING LANDSCAPE CODE - EXHIBIT A-1**

## SITE PLAN

1" = 50'-0"



1" = 50'

24 JAN. 2012

**TILAND / SCHMIDT ARCHITECTS, P.C.**  
3611 SW HOOD AVE.  
SUITE 200  
PORTLAND, OR 97259  
(503) 220-8517  
FAX (503) 220-8518

# SHERWOOD TOWN CENTER

SW TUALATIN-SHERWOOD ROAD AND  
LANGER FARMS PARKWAY, SHERWOOD, OR

PROJECT NO.  
11364  
EXHIBIT  
A-1



# CITY OF SHERWOOD - COMPARISON OF EXISTING LANDSCAPE CODE TO PROPOSED CODE

## SUMMARY

88 STALL

88 X 45 = 3,960 S.F. LAND. REQUIRED

88 / 4 = 22 LARGE TREES REQUIRED

22 X .20% = 4 EVERGREEN TREES REQUIRED

88 X 2 = 176 SHRUBS REQUIRED

SAMPLE SITE AREA = 43,863 S.F.

43,863 X 30% CANOPY = 13,158 S.F. REQUIRED

## PROPOSED LANDSCAPE CODE - EXHIBIT A-2

### SITE PLAN

1" = 50'-0"



1" = 50'

24 JAN. 2012

**TILAND /  
SCHMIDT  
ARCHITECT & P.C.**

3611 SW HOOD AVE. SUITE 200  
PORTLAND, OR 97239  
(503) 220-0511  
FAX (503) 220-0516

## SHERWOOD TOWN CENTER

SW TUALATIN-SHERWOOD ROAD AND  
LANGER FARMS PARKWAY, SHERWOOD, OR

PROJECT NO:  
11364

EXHIBIT

A-2

171



# NOTICE OF APPLICATION AND REQUEST FOR COMMENTS

Notice Date: January 5, 2012

**Please submit comments by: January 20, 2011**

Notice is hereby given that the Planning Commission will hold a public hearing on January 24, 2012 to discuss the proposed plan text amendment **Parking Lot Landscaping and Configuration** and the City Council is tentatively scheduled to hear the matter on February 21, 2012.

Case File No.: PA 11-5

Location: City Wide

Staff Contact: Michelle Miller, Associate Planner 503-625-4242  
[millerm@sherwoodoregon.gov](mailto:millerm@sherwoodoregon.gov)

**Proposal:** The Planning Commission will consider revisions to the Sherwood Zoning and Community Development Code. The proposed changes will update the following code sections: 16.92 Landscaping and § 16.94 Off-Street Parking and Loading. The changes will require developments to have a certain number of trees, shrubs, and ground cover within the landscaping of the parking lot, decrease the number of parking spaces between landscape islands, and create a table for angled parking per engineering standards. The number of parking spaces required is adjusted to comply with Metro standards and clarifies joint and shared parking requirements. Additionally the applicant may now have the choice whether to cover the bike parking areas.

-----  
**COMMENTS – Parking Lot Landscaping and Configuration (PA 11-05)**

- No comment.
- We encourage approval of this request.
- Please address the following concerns should this application be approved:  
On page 15 of the draft, new language states that two off-street parking spaces are required per single-family residential unit. That requirement exceeds the one space per dwelling unit contained in Table 3.08-3 Regional Parking Ratios of the Regional Transportation Functional Plan. To be in compliance, that requirement should be changed to one off-street parking space.


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- We encourage denial of this request for the following reasons:  


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Please feel free to attach additional sheets as needed to complete your comments.

Comments by: Sherry Oeser Date: Jan. 20, 2012  
 Address: Metro Tel.: \_\_\_\_\_ (optional)  
600 NE Grand Ave Email: \_\_\_\_\_ (optional)  
Portland, OR 97232



**Department of Energy**  
Bonneville Power Administration  
PO Box 3621  
Portland, OR 97208-3621

January 19, 2012

In reply refer to: TERR-3

Your reference: Notice of proposed plan text amendment Parking Lot Landscaping and Configuration.

City of Sherwood  
Attn: Michelle Miller, Associate Planner  
millerm@sherwoodoregon.gov

Dear Ms. Miller:

Thank you sending Bonneville Power Administration (BPA) a copy of your notice for hearing to discuss the proposed plan text amendment Parking Lot Landscaping and Configuration.

While reviewing the proposal I noticed some of the changes may require a certain amount of vegetation to be landscaped within the parking lot, which includes tress. This will become a conflict of with what BPA allows in our right-of-ways.

I would like to make note that BPA needs to review the proposed mature height of **any** proposed vegetation planted in a BPA right-of-way. This is in order to maintain a minimumn of 20' clearance between the conductors (lines) and the vegetation. This clearance is a significant safety issue for BPA. It would be greatly appreciated if this could be taken into consideration when revising the Parking Lot Landscaping and Configuration.

Again, the opportunity to comment on your Notice is greatly appreciated. You may direct any communication to this office, Bonneville Power Administration, or by telephoning (503) 230-4797 for information on this application process. Thank you for the opportunity to comment on this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelley N. Fenton".

Shelley N. Fenton  
Realty Supervisor  
Bonneville Power Administration



February 28, 2012

City of Sherwood  
**Planning Commission**  
22560 SW Pine Street  
Sherwood, OR 97140  
Attention: Michelle Miller

**RE: Chapter 16.92 Landscaping/ Chapter 16.94  
Comments on the Proposed Parking Lot Layout and Landscaping Code**

Dear Commission Chairman Patrick Allen and Members of the Commission;

This is a follow-up letter, largely in support of the proposed code language. Our stance is more supportive after examining the proposed code in further detail, testing it out on our proposed site and also meeting with staff on February 14, 2012 for a work session with our consulting team.

**16.92.030 A.2 – Perimeter Landscaping Buffer**

This section talks about a minimum 10-foot buffer between off-street parking, loading or vehicular use areas on separate abutting properties. We question if the inclusion of a retaining wall would be an allowed option within this buffer, as often there are grade changes between properties and the only logical solution is the use of a retaining wall. In reviewing code section 16.92.020 D. Non-Vegetative Features, masonry or stone walls, fences and rock groupings can be included in “landscaped areas.” If a retaining wall appears visually intrusive, vines can be planted to cascade over the top or grow up from the bottom. We would urge you to allow this type of feature in the landscape buffer zones.

The proposed subsection (3) with the landscape buffer reduction provision is very helpful in sites that are further constrained for space and we support its adoption as written.

Section B. Parking Area Landscaping, under the definitions section for canopy factor and growth rate factors remains disconnected with the rest of the proposed code, as the only areas they show up are under subsection (3) (a) that call for canopy factors by tree size. The applicant is to follow the numerical combinations of trees per parking spaces, thus achieving the established canopy covers. From an applicant’s standpoint this section would make more sense to include the proposed “Tree and Landscape Manual” as part of the code adoption, as this document lists all the details of height, spread, growth rate and canopy factor number.

C. The proposed code reads; “Screening of all mechanical equipment, outdoor and manufacturing, and service and delivery areas, shall be screened from view from all public streets and adjacent residential district.” We recommend that a definition be added for “mechanical equipment” that includes screening exclusions for electric transformers, switch boxes, telephone pedestals, cable and television boxes, traffic control boxes and similar ground

**Exhibit F**

City of Sherwood  
Planning Commission  
February 28, 2012  
Page 2 of 2

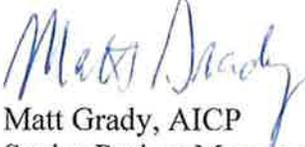
mounted devices. The reason for this is because these regulatory service providers have stringent limitations on placement and surrounding vegetation beyond the control of any developer. Furthermore, these features are only identified after the land use process and conditions are adopted. As such, if “all mechanical equipment” includes these features, an applicant will not be able to comply with this new code provision.

**16.94.020 Off-Street Parking Standards**

It would be informational to readers of the code to insert the definitions of zone A and zone B in the minimum and maximum table. Not everyone has the Metro Parking zone definitions at their fingertips and it would make it clear to readers what maximums applied to their site based upon the distances from transit stops.

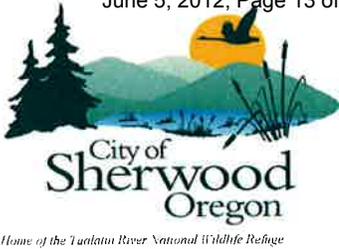
This concludes our comments at this time. Thank you for the opportunity to participate and we look forward to working with you and staff to address these concerns. I can be reached at (503) 245-1976 if you have any questions.

Sincerely,  
**Gramor Development, Inc.**

  
Matt Grady, AICP  
Senior Project Manager

MG:kw

Cc: Frank Schmidt/ Tiland Schmidt Architects PC



City of Sherwood  
 22560 SW Pine St.  
 Sherwood, OR 97140  
 Tel 503-625-5522  
 Fax 503-625-5524  
 www.ci.sherwood.or.us

March 9, 2012

To: City Council

Mayor  
 Keith Mays

From: Michelle Miller, AICP Associate Planner

Councillors  
 Dave Grant  
 Linda Henderson  
 Robyn Folsom  
 Matt Langer  
 Bill Bulterfield  
 Krissana Clark

Re: Aerial of Albertson's Parking Lot with Landscaping Overlay

City Manager Pro Tem  
 Tom Pessamier



2009 Top Ten Selection



2007 18<sup>th</sup> Best Place to Live



Through the evaluation process for developing the landscape standards, the Planning Commission regarded the Albertson's site in Sherwood as an example of a well-landscaped site, especially with the amount of trees and general landscaping within its parking area. At the Planning Commission's request, staff evaluated the Albertson's site for amount, type and location of the landscaping to determine how the new landscaping standards would compare to the existing parking area landscaping that was planted. Upon review, we found that the Albertson's site exceeds the amount of landscape area that would be required under the proposed code criteria, but did not meet the new criteria for number of trees that would be required on the site under the new standards as proposed.

The attached aerial shows the Albertson's parking area with the landscaping identified to clearly differentiate the parking area landscaping (green overlay) from the surrounding perimeter landscaping (yellow overlay). The perimeter landscaping is the 10-foot wide buffer surrounding the site and the remaining green overlay includes the area calculated for the parking area landscaping.

The following table provides details on the existing site characteristics compared to the landscaping requirements reviewed under the proposed Code language.

	Albertson's Parking Area	
	Existing Status and Criteria	Proposed Criteria
<b>Required Amount of Landscaped Area</b>	<b>11,315 square feet</b> <ul style="list-style-type: none"> <li>10% of parking area landscaping</li> </ul> <p>Note: The site has 14% overall landscaping which exceeds the required 10 %.</p>	<b>10,125 square feet</b> <ul style="list-style-type: none"> <li>(45 square feet per parking space multiplied by 225 parking spaces)</li> </ul> <p>Note: 9% of the parking area</p>
<b>Number of Trees on Site</b>	<ul style="list-style-type: none"> <li>32 trees on-site (Combination of medium and large trees planted)</li> <li>Additional 15 street trees (medium size)</li> </ul>	<p>Any <u>combination</u> of:</p> <ul style="list-style-type: none"> <li>56 large trees (1 tree per 4 spaces) or</li> <li>75 medium trees (1 tree per 3 spaces) or</li> <li>113 small trees ( 1 tree per 2 spaces)</li> </ul>

The proposed amendments would actually permit a reduction in the existing landscape area from the 17,005 square feet currently on site, to the 10,125 square feet that would be required based on the number of parking spaces.

The primary distinction between the existing and the proposed language is found in the number of trees required under the new standards compared to the existing trees on the site. The current language requires a variety of trees, shrubs and ground cover but does not specify a certain amount per type of landscaping. The propose language provides for a certain number of trees and shrubs based on parking spaces and based on the size of the trees to be planted on site. As can be seen from the above table, the site would need at least 24 more large trees to meet the proposed criteria for the required amount of trees in the parking area.



INTERIOR LANDSCAPING



PERIMETER LANDSCAPING



TREE



SHRUB



**Council Report**  
**FY 2011-12**  
 Budget to Actual for July 2011 through April 2012  
 July 2011 through April 2012  
 83% of Year Elapsed

<b>General Fund</b>	<b>Budget</b>	<b>Actual</b>	<b>% of Budget</b>	<b>Pending Action</b>
Admin	\$ 2,860,380	\$ 2,353,032	82%	
Community Development	922,088	635,816	69%	
Public Safety	3,530,990	2,853,484	81%	
Community Services	1,225,463	1,002,129	82%	
Public Works	1,793,165	1,056,802	59%	
<b>Fund Total</b>	<b>\$ 10,332,087</b>	<b>\$ 7,901,263</b>	<b>76%</b>	
<b>Asset Depreciation Fund</b>				
Transfers Out	\$ 217,998	\$ 221,017	101%	Supplemental Budget
<b>General Construction</b>				
Debt Service	\$ 48,141	\$ 42,582	88%	
<b>Debt Service Fund</b>				
Debt Service	\$ 887,897	\$ 294,828	33%	
<b>Street Operations Fund</b>				
Personal Services	\$ 295,365	\$ 212,689	72%	
Materials & Services	699,080	317,249	45%	
Capital Outlay	588,000	275,209	47%	
Debt Service	59,381	58,178	98%	
<b>Fund Total</b>	<b>\$ 1,641,826</b>	<b>\$ 863,326</b>	<b>53%</b>	
<b>Street Capital Fund</b>				
Personal Services	180,050	175,710	98%	Supplemental Budget
Materials & Services	139,810	161,311	115%	Supplemental Budget
Capital Outlay	3,439,800	4,250,343	124%	Supplemental Budget
<b>Fund Total</b>	<b>\$ 3,759,660</b>	<b>\$ 4,587,363</b>	<b>122%</b>	
<b>Water</b>				
Operations	3,972,514	2,944,297	74%	
Capital	7,279,375	957,206	13%	
<b>Fund Total</b>	<b>\$ 11,251,889</b>	<b>\$ 3,901,503</b>	<b>35%</b>	
<b>Sanitary</b>				
Operations	498,221	290,293	58%	
Capital	1,962,420	1,192,872	61%	
<b>Fund Total</b>	<b>\$ 2,460,641</b>	<b>\$ 1,483,165</b>	<b>60%</b>	
<b>Storm</b>				
Operations	1,161,808	653,757	56%	
Capital	692,885	477,866	69%	
<b>Fund Total</b>	<b>\$ 1,854,694</b>	<b>\$ 1,131,623</b>	<b>61%</b>	
<b>Telecom</b>				
Personal Services	\$ 26,449	\$ 7,923	30%	
Materials & Services	117,080	73,895	63%	
Capital Outlay	40,000	13,347	33%	
Debt Service	-	315,296	100%	Supplemental Budget
Transfers Out	200,000	-	0%	
<b>Fund Total</b>	<b>\$ 183,529</b>	<b>\$ 410,461</b>	<b>224%</b>	
<b>URA Operations Fund</b>				
Personal Services	\$ 100,982	\$ 113,368	112%	Supplemental Budget
Materials & Services	154,569	125,486	81%	
Capital Outlay	42,000	-	0%	
Debt Service	2,957,257	2,499,035	85%	
Transfers Out	-	246,557	100%	Supplemental Budget
<b>Fund Total</b>	<b>\$ 3,254,808</b>	<b>\$ 2,737,888</b>	<b>84%</b>	
<b>URA Capital Fund</b>				
Personal Services	\$ 65,185	\$ 32,982	51%	
Materials & Services	50,973	26,254	52%	
Capital Outlay	3,893,783	2,256,399	58%	
<b>Fund Total</b>	<b>\$ 4,009,941</b>	<b>\$ 2,315,635</b>	<b>58%</b>	

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