



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, December 6, 2011**

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

**5:30pm City Council Work Session**

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

**Executive Session to Follow Council Meeting**

**(Pursuant to ORS 192.660(2)(i), Performance Evaluation)**



**CITY COUNCIL WORK SESSION 5:30PM**

**REGULAR CITY COUNCIL MEETING**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. CONSENT:**

- A. Approval of November 1, 2011 City Council Minutes**
- B. Approval of November 16, 2011 City Council Minutes**
- C. Resolution 2011-091 Canvassing Election results of the November 8, 2011 Washington County Election, proclaiming results and directing the City Recorder to enter the election results into the record**
- D. Resolution 2011-092 Repealing Resolution 2009-022, a Resolution adopting a City Council policy for awarding grants to Non-profit Organizations**
- E. Resolution 2011-093 of the City of Sherwood approving hiring decisions of the Pro Temp City Manager consistent with Section 33 of the Sherwood Charter**
- F. Resolution 2011-094 Authorizing the City Manager Pro Tem to amend the FY11 Audit Arrangement Letter with the Certified Public Accounting firm of TKW for additional services**

**5. PRESENTATIONS**

- A. Eagle Scout Recognitions**
- B. Proclamation Declaring Human Rights Week**
- C. Red Flex Photo Radar System Information and Update (Police Chief Jeff Groth)**

**6. CITIZEN COMMENTS**

**7. NEW BUSINESS**

**AGENDA**

**SHERWOOD CITY COUNCIL  
December 6, 2011**

**5:30pm City Council Work Session**

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

**Executive Session  
(Pursuant to ORS 192.660 (2)(i),  
Performance Evaluation)  
Following the City Council Meeting**

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

- A. Resolution 2011-095 Authorizing the Mayor sign a contract for City Manager search and recruitment services with Waldron & Company (Paul Elsner, City Attorney)**
- B. Resolution 2011-096 Authorizing the City Manager Pro Tem to sign an Operating Agreement between the City of Sherwood and Loaves & Fishes (Kristen Switzer, Community Services Director)**
- C. Resolution 2011-097 Approving the Concrete Sidewalk Repair Assistance Program (Craig Sheldon, Public Works Director)**
- D. Resolution 2011-098 Supporting BOOTS (Businesses of Old Town Sherwood) in its application for “Transforming Main Street” level to the Oregon Main Street Program (Tom Nelson, Economic Development Manager)**

## **8. CITY MANAGER & STAFF DEPARTMENT REPORTS**

## **9. COUNCIL ANNOUNCEMENTS**

## **10. ADJOURN to EXECUTIVE SESSION**

### **How to Find Out What's on the Council Schedule:**

City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](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: [citycouncil@sherwoodoregon.gov](mailto:citycouncil@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**November 1, 2011**

**CITY COUNCIL WORK SESSION**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 6:35 pm.
2. **COUNCIL PRESENT:** Mayor Mays, Councilors Linda Henderson, Bill Butterfield, Matt Langer, and Krisanna Clark. Council President Dave Grant arrived at 6:43pm and Councilor Robyn Folsom was absent.
3. **STAFF PRESENT:** City Manager Pro Tem Tom Pessemier, Public Works Director Craig Sheldon, Economic Development Manager Tom Nelson, Police Chief Jeff Groth, Finance Director Craig Gibons and City Recorder Sylvia Murphy.
4. **OTHERS PRESENT:** Ray Pitz with the Sherwood Gazette.
5. **TOPICS DISCUSSED:**
  - A. **Sidewalk Assistance Program.** Craig Sheldon reminded the Council this topic was previously discussed in a work session and said staff would be presenting additional information for Council consideration. Craig provided information on the number of current sidewalks in need of repair, explained shaving and other methods of repair including replacement. Craig provided information on options for implementation of program, timelines and funding. Craig explained public notification processes, bid packets, contract award timelines and options. He explained staffing needs of the program. Craig explained the options available to the Council to move forward on the program. Council discussion followed.
6. **ADJOURN:** Mayor Mays adjourned the City Council work session at 7:10 pm and convened to the regular Council session.

**REGULAR CITY COUNCIL MEETING**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:15 pm.
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**

4. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Linda Henderson, Bill Butterfield, Matt Langer and Krisanna Clark. Councilor Robyn Folsom was absent.
5. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Pro Tem Tom Pessemier, Finance Director Craig Gibons, Public Works Director Craig Sheldon, Economic Development Manager Tom Nelson, Police Chief Jeff Groth, Building Official Scott McKie, Administrative Assistant Kirsten Allen and City Recorder Sylvia Murphy. City Attorney Chris Crean.

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

## 6. **CONSENT AGENDA**

### A. **Approval of October 18, 2011 City Council Minutes**

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

Mayor Mays addressed the next agenda item.

## 7. **PRESENTATIONS-None**

## 8. **CITIZEN COMMENTS**

Neil Shannon 23997 SW Red Fern Drive, Sherwood came forward and commented on the proposed City Charter changes on the upcoming November election ballot and his opposition of the changes. Mr. Shannon expressed concerns with possible flaws in the proposed Charter changes and said he was unsure of what he would be voting for. Mr. Shannon commented about conflicting language in the explanatory statement and the Charter change would be eliminating the position seat for Council election and in the summary it states, *"including voter approval of all annexations and the requirement that the city councilors are elected by position"*, resulting in contradictory statements in the voters' pamphlet. Mr. Shannon stated he looked at the resolution passed by the Council for the charter change and said they did correctly make revisions to Section 24, deleting the reference of elections by positions, however they did not delete or revise anything in Section 7, which states, *"the six councilors nominated and elected in the city by position"* nor did they change the portions of Section 28 where *"the council must adopt an ordinance prescribing the manner for each person to be nominate to run for mayor or a city councilor position"*.

Mr. Shannon stated he hopes the Charter changes fail to allow us to go back and rewrite some of the Charter changes in a less-hurried and more organized atmosphere. Mr. Shannon stated he agrees that the Council positions should not be by elected position and would support this in the future.

Mayor Mays stated he spoke with City Attorney Chris Crean and said there was a scrivener's error in the ballot title but the resolution and explanatory statement were clear. City Attorney Crean provided the following explanation.

Mr. Crean stated the ballot title states the Charter amendment would remove the provision that Council would be elected by position and the explanatory statement states the revised Charter would retain this provision and said there was a scrivener's error in the ballot title. Mr. Crean referenced the approved Charter, Section 7 which states *"the city council consists of a mayor and six councilors nominated and elected from the city by position"* and said this was retained. Mr. Crean stated, as a matter of law the Charter prevails over any description in the ballot title or explanatory statement. Mr. Crean stated people are presumed to know what the law is and ignorance of the law is no defense. Mr. Crean stated in the County's voter pamphlet the explanatory statement says one thing and the ballot title says another and said this is evidence that one should go to the resolution or call the City and question what had occurred. Mr. Crean stated the Charter prevails over any description in the explanatory statement or the ballot title and said there is a provision in statute to challenge the ballot title, one has 7 days to challenge it after it's been approved by the Council, this challenge period was in August and has now closed. Mr. Crean stated there are other statutes that allow for challenges to elections, the Corrupt Practices Act in ORS Chapter 260, *"prohibits the publishing of knowingly false statement relating to an election..."*, Mr. Crean stated what occurred was a scrivener's error and as the scrivener the error is on him. Mr. Crean stated in a rush to get the documents out we ended up with the second to the last version of the ballot title and not the last version. Mr. Crean stated there is no legal consequence to the City that they can discern, the Charter that was approved by the Council that is on the ballot retains the provision that councilors are elected by position, this is what's in the explanatory statement and what's in the Charter and what was in the staff report, the ballot title simply has a scrivener's error. Mr. Crean stated none of the cases they looked at are remotely close to anything that would cause a court to overturn an election. Mr. Crean provided the Council with a case law example and said this was a scrivener's error and there is no perfect document and no perfect drafters and apologized for the error and said they are not concerned that there is legal error to the city. Assuming it's approved the language of the charter will prevail over anything in the explanatory statement or ballot title and the time to challenge has passed.

Mayor Mays thanked Mr. Crean and addressed the next agenda item.

## **9. NEW BUSINESS**

### **A. Resolution 2011-089 Adopting the Capital Improvement Project Plan for Fiscal Year 2012**

Finance Director Craig Gibbons stated this was a piece of business leftover from last year's budget preparation and explained this resolution formally adopts the five year capital improvement plan.

Mayor Mays confirmed there were no changes from the previous budget discussions, Craig confirmed.

Mayor Mays asked for questions or discussion from the Council, with none heard he asked for a motion.

**MOTION: FROM COUNCILOR LINDA HENDERSON TO ADOPT RESOLUTION 2011-089, SECONDED BY COUNCIL PRESIDENT DAVE GRANT, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. (COUNCILOR FOLSOM WAS ABSENT).**

Mayor Mays addressed the next agenda item.

**B. Resolution 2011-090 Approving an amendment to the Intergovernmental Agreement for provisions of support services between the City of Sherwood and the Sherwood Urban Renewal Agency**

Economic Development Manager Tom Nelson came forward and stated in February the City Council approved Resolution 2011-014 approving an Intergovernmental Agreement between the City and Urban Renewal Agency and with further review of this agreement legal counsel recommended language of “*building and property management services*” be added to the agreement as it wasn’t listed in the services being provided.

Councilor Linda Henderson asked why building and property management was the highlight of this. Tom replied because it’s the one task that the City was actually performing and it wasn’t in the agreement. Tom further explained when Pam Berry was doing some work for us, she asked if the language was included in the IGA. Tom said it has to do with the URA purchasing property and the URA isn’t actually doing the building and property management for that property, the Public Works department is.

Council President Dave Grant asked if the URA will begin compensating the City in a manner that it previously wasn’t. Tom stated that it was being charged and it just wasn’t listed in the agreement.

Mayor Mays asked for other questions or comments, with none received he asked for a motion.

**MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO ADOPT RESOLUTION 2011-090, SECONDED BY COUNCILOR KRISANNA CLARK, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. (COUNCILOR FOLSOM WAS ABSENT).**

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

**10. PUBLIC HEARING**

**A. Ordinance 2011-013 Amending Section 15.04.150 of the Sherwood Municipal Code adopting the 2011 Oregon Residential Specialty Code**

Mayor Mays asked the City Recorder to read the public hearing statement.

City Building Official Scott McKie came forward and stated the state of Oregon adopts Structural Specialty Codes every three years with new additions of code changes and language to the current code. Scott stated this year the single family dwelling code is being updated from 2008 to 2011.

Mayor Mays stated this is generally housekeeping with all cities and counties across the state adopting the same codes. Mayor Mays asked for Council questions.

Council President Grant asked regarding the previous adoption of Mechanical and Electrical and asked if the “specialty code” was an umbrella and we would be adopting “all” codes. Scott replied, no and stated each one is separate and the commercial code is the Oregon Structural Specialty Code and there’s the Oregon Mechanical Specialty Code, which is basically for commercial

mechanical. Scott stated the Single Family Oregon Residential Specialty Code encompasses everything residential and explained the other codes, Structural, Mechanical and Plumbing were adopted last year and it will be two years before these come back to the Council.

Councilor Linda Henderson asked if there were any major changes regarding planning, plan review or inspections with the state code and new revisions. Scott replied there were significant changes on the structural lateral bracing for seismic and wind loading and is geared more towards the engineering aspects of constructing the building. Scott stated the state has decided for certain counties, including Washington County that all new residences have to have radon control methods to remove radon from crawlspaces and must have carbon monoxide detectors.

Councilor Bill Butterfield asked in regards to the disciplines within the City and confirmed the City doesn't do electrical. Scott confirmed the County does electrical and the City does all the others and this code the Council is considering doesn't pertain to electrical.

Mayor Mays opened the public hearing to receive testimony. With no testimony received, he closed the public hearing. With no other Council comments, the following motion was received.

**MOTION: FROM COUNCILOR BILL BUTTERFIELD TO READ CAPTION AND ADOPT ORDINANCE 2011-013, SECONDED BY COUNCIL PRESIDENT DAVE GRANT, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR. (COUNCILOR FOLSOM WAS ABSENT).**

Mayor Mays addressed the next agenda item.

## **11. CITY MANAGER REPORT**

City Manager Pro Tem Tom Pessemier informed the Council the Sherwood Police Department recently held a prescription drug take back event and collected approximately 85 pounds of prescription drugs and said the drugs would be turned over to the Drug Enforcement Agency. Mayor Mays asked about the City having a drop box and Chief Groth confirmed a drug drop receptacle is located in the lobby of the police department and prescription drugs can be dropped off during regular business hours and said the box is labeled with what is acceptable.

Tom Pessemier stated the Sherwood Library would be holding their Annual Food for Fines event December 5<sup>th</sup> through 11<sup>th</sup> with donated non-perishable food items having a value of \$1 which goes towards library fines. Tom stated the donations do not apply to lost or damages items.

Tom informed the Council the City recently received the GFOA Award for the 2011-12 Budget.

Tom informed the Council in the past the City Manager informed the Council of requests of OLCC license application and said the 76 Station was changing to a 7-Eleven and they have applied for an OLCC liquor license. Councilor Henderson inquired if it was a license transfer. Tom stated that it was a new application.

## **12. COUNCIL ANNOUNCEMENTS**

*City Recorder note: Council Announcements were not addressed.*

**13. ADJOURN**

Mayor Mays adjourned the Council meeting at 7:35 pm and convened to a URA Board Meeting.

Submitted by:

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Sylvia Murphy, CMC, City Recorder

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Keith S. Mays, Mayor



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**November 16, 2011**

**CITY COUNCIL WORK SESSION**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 5:10 pm.
2. **COUNCIL PRESENT:** Mayor Mays, Council President Dave Grant, Councilors Linda Henderson, Matt Langer, Krisanna Clark and Robyn Folsom. Councilor Bill Butterfield was absent. Councilor Folsom left the meeting at 6:37pm.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Recorder Sylvia Murphy and City Attorney Paul Elsner.
4. **TOPICS DISCUSSED:**
  - A. **Interviews with City Manager Recruitment Consulting Firms:** The Council conducted an interview with Lara Cunningham with Waldron. Council reviewed the proposal provided by Ms. Cunningham (see record Exhibit A).
  - B. Council interviewed Phil McKenney with Peckham and McKenney. Mr. McKenney provided two proposals (see record, Exhibits B & C). Council discussion followed at the conclusion of the interviews.
5. **ADJOURN:** Mayor Mays adjourned the work session at 7:10 pm.

Submitted by:

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

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



**RESOLUTION 2011-091**

**A RESOLUTION CANVASSING ELECTION RESULTS OF THE NOVEMBER 8, 2011 WASHINGTON COUNTY ELECTION, PROCLAIMING RESULTS AND DIRECTING THE CITY RECORDER TO ENTER THE ELECTION RESULTS INTO THE RECORD**

**WHEREAS**, there has been duly and regularly certified by the City and the Washington County Clerk, the results of the election held in the City of Sherwood on November 8, 2011; and

**WHEREAS**, the City Elections Officer consistent with the duties imposed on that office by ORS 254.565, will canvass the votes and notify the Washington County Elections office within 30 days of receipt of the election results pursuant to ORS 255.295. Election results are attached hereto as Exhibit "A".

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

**Section 1.** The official results of said election are shown as Exhibit A to this Resolution.

**Section 2.** The City Recorder is hereby directed to enter a copy of this Resolution into the record of the proceedings of this Council and to canvass the votes by signing the canvass letter and submitting it to the Washington County Elections office.

**Section 3.** This Resolution is and shall be effective from and after its passage by the City Council.

**Duly passed by the City Council this 6<sup>th</sup> day of December 2011.**

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Keith S. Mays, Mayor

Attest:

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Sylvia Murphy, CMC, City Recorder



# WASHINGTON COUNTY OREGON

November 23, 2011

RECEIVED

City Recorder  
City of Sherwood  
22560 SW Pine St  
Sherwood OR 97140

NOV 28 2011

CITY OF SHERWOOD  
RECORDER'S OFFICE

Enclosed you will find a copy of the Abstract of Votes for City of Sherwood relating to the election held on November 8, 2011. In accordance with ORS 255.295, please canvass the votes and notify the Washington County Elections Division within thirty (30) days of receipt by signing and returning the bottom portion of this letter to:

Washington County Elections Division  
3700 SW Murray Blvd. Suite 101  
Beaverton OR 97005

Thank you very much.

Sincerely,

Mickie Kawai  
Elections Manager

MK/tk



I have canvassed the votes for City of Sherwood, relating to the election on November 8, 2011. By signing this canvass letter, I concur with the final results.

\_\_\_\_\_  
AUTHORIZING SIGNATURE

\_\_\_\_\_  
DATE

Run Date: 11/23/11  
Run Time: 9:00 AM

Washington County, Oregon  
Special Primary Election  
November 8, 2011

Official

	VOTES	PERCENT
34-191 SHERWOOD CITY ANNEXATION		
Sherwood City		
Yes . . . . .	1,732	48.41%
No. . . . .	1,846	51.59%
Brookman Electors		
Yes . . . . .	10	21.27%
No. . . . .	37	78.72%
Blank . . . . .	1	
Over Votes. . . . .	0	



**Canvass Report — Total Voters — Official**  
**Clackamas County, Oregon — Special Election — November 08, 2011**  
 Page 25 of 25

11/21/2011 03:52 PM

Total Number of Voters: 83,715 of 212,685 = 39.36%

Precincts Reporting 157 of 157 = 100.00%

**34-191 CITY OF SHERWOOD: Proposal to Annex 258 acres to City**

Precinct	Blank Ballots Cast	Over Votes	Under Votes	Total Ballots Cast	Registered Voters	Percent Turnout	Yes	No	Totals
337	0	0	0	682	1,436	47.49%	0	18	18
<b>Totals:</b>	0	0	0	682	1,436		0	18	18

CERTIFIED COPY OF THE ORIGINAL  
 SHERRY HALL, COUNTY CLERK

BY: Stew H

Summary Report

Washington County, Oregon  
Special Primary Election  
November 8, 2011  
STATISTICS

Official Final

Run Date:11/23/11 08:56 AM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 157)	157	100.00
REGISTERED VOTERS - TOTAL	233,626	
REGISTERED VOTERS - DEMOCRAT	108,418	46.41
REGISTERED VOTERS - REPUBLICAN	85,179	36.46
REGISTERED VOTERS - NONPARTISAN	40,029	17.13
BALLOTS CAST - TOTAL	97,141	
BALLOTS CAST - DEMOCRAT	46,746	48.12
BALLOTS CAST - REPUBLICAN	38,438	39.57
BALLOTS CAST - NONPARTISAN	11,957	12.31
BALLOTS CAST - BLANK	80	.08
VOTER TURNOUT - TOTAL		41.58
VOTER TURNOUT - DEMOCRAT		43.12
VOTER TURNOUT - REPUBLICAN		45.13
VOTER TURNOUT - NONPARTISAN		29.87
VOTER TURNOUT - BLANK		.03

Summary Report

Washington County, Oregon  
Special Primary Election  
November 8, 2011  
Democrat

Official Final

Run Date:11/23/11 08:56 AM

Report EL45 Page 002

VOTES PERCENT

Representative in Congress, 1st District  
US CONGRESSIONAL DISTRICT 1

Vote For 1

Dominic Hammon . . . . .	560	1.24
Suzanne Bonamici . . . . .	29,382	64.84
Brad Witt . . . . .	2,551	5.63
Saba Ahmed . . . . .	178	.39
Brad Avakian . . . . .	11,210	24.74
Dan Strite . . . . .	626	1.38
Robert E Lettin . . . . .	53	.12
Todd Lee Ritter . . . . .	440	.97
WRITE-IN. . . . .	314	.69
Over Votes . . . . .	41	
Under Votes . . . . .	1,391	

Summary Report

Washington County, Oregon  
Special Primary Election  
November 8, 2011  
Republican

Official Final

Run Date:11/23/11 08:56 AM

Report EL45

Page 003

VOTES PERCENT

Representative in Congress, 1st District  
US CONGRESSIONAL DISTRICT 1

Vote For 1

Lisa Michaels . . . . .	3,980	10.71
D R Delgado-Morgan . . . . .	516	1.39
Pavel Goberman. . . . .	1,033	2.78
Jim Greenfield. . . . .	4,241	11.41
Rob Cornilles . . . . .	27,058	72.83
WRITE-IN. . . . .	325	.87
Over Votes . . . . .	18	
Under Votes . . . . .	1,267	

Summary Report

Washington County, Oregon  
Special Primary Election  
November 8, 2011

Official Final

Run Date:11/23/11 08:56 AM

Report EL45 Page 004

VOTES PERCENT

34-190 CITY OF SHERWOOD

Vote For 1		
Yes . . . . .	1,482	41.97
No. . . . .	2,049	58.03
Over Votes . . . . .	0	
Under Votes . . . . .	70	

34-191 SHERWOOD CITY ANNEXATION

Vote For 1		
Yes . . . . .	1,732	48.41
No. . . . .	1,846	51.59
Over Votes . . . . .	0	
Under Votes . . . . .	71	

24-192 CITY OF BEAVERTON

Vote For 1		
Yes . . . . .	10,130	55.21
No. . . . .	8,217	44.79
Over Votes . . . . .	3	
Under Votes . . . . .	357	

34-193 BEAVERTON SCHOOL DISTRICT #48JT

Vote For 1		
Yes . . . . .	27,148	48.96
No. . . . .	28,298	51.04
Over Votes . . . . .	3	
Under Votes . . . . .	736	

34-194 CITY OF BANKS

Vote For 1		
Yes . . . . .	172	53.92
No. . . . .	147	46.08
Over Votes . . . . .	0	
Under Votes . . . . .	3	



CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

Date November 23, 2011

WASHINGTON COUNTY  
ELECTIONS DIVISION

BY M. Lawai

NUMBERED KEY CANVASS

Washington County, Oregon  
 Special Primary Election  
 November 8, 2011  
 STATISTICS

Official Final

RUN DATE:11/23/11 08:59 AM

REPORT-EL52

PAGE 0001

	TOTAL	PERCENT		TOTAL	PERCENT
01 = REGISTERED VOTERS - TOTAL	233,626		08 = BALLOTS CAST - NONPARTISAN	11,957	12.31
02 = REGISTERED VOTERS - DEMOCRAT	108,418	46.41	09 = BALLOTS CAST - BLANK	80	.08
03 = REGISTERED VOTERS - REPUBLICAN	85,179	36.46	10 = VOTER TURNOUT - TOTAL		41.58
04 = REGISTERED VOTERS - NONPARTISAN	40,029	17.13	11 = VOTER TURNOUT - DEMOCRAT		43.12
05 = BALLOTS CAST - TOTAL	97,141		12 = VOTER TURNOUT - REPUBLICAN		45.13
06 = BALLOTS CAST - DEMOCRAT	46,746	48.12	13 = VOTER TURNOUT - NONPARTISAN		29.87
07 = BALLOTS CAST - REPUBLICAN	38,438	39.57			

	01	02	03	04	05	06	07	08	09	10	11	12	13
0301 301	1501	689	812	0	681	309	372	0	2	45.37	44.85	45.81	
0302 302	2005	831	552	622	766	367	258	141	0	38.20	44.16	46.74	22.67
0303 303	269	112	146	11	140	56	79	5	0	52.04	50.00	54.11	45.45
0304 304	1919	1091	828	0	678	362	316	0	1	35.33	33.18	38.16	
0305 305	847	248	345	254	322	103	132	87	0	38.02	41.53	38.26	34.25
0306 306	598	269	160	169	214	116	62	36	0	35.79	43.12	38.75	21.30
0307 307	1348	740	608	0	476	243	233	0	0	35.31	32.84	38.32	
0308 308	399	164	235	0	195	81	114	0	0	48.87	49.39	48.51	
0309 309	2875	1775	1100	0	968	608	360	0	0	33.67	34.25	32.73	
0310 310	981	498	483	0	425	227	198	0	0	43.32	45.58	40.99	
0311 311	426	185	241	0	137	64	73	0	0	32.16	34.59	30.29	
0312 312	533	267	266	0	250	138	112	0	0	46.90	51.69	42.11	
0313 313	58	33	25	0	27	15	12	0	0	46.55	45.45	48.00	
0314 314	552	209	343	0	270	92	178	0	0	48.91	44.02	51.90	
0315 315	526	208	318	0	249	107	142	0	0	47.34	51.44	44.65	
0316 316	743	354	389	0	325	154	171	0	0	43.74	43.50	43.96	
0317 317	327	131	196	0	135	57	78	0	0	41.28	43.51	39.80	
0318 318	2103	1119	984	0	820	437	383	0	3	38.99	39.05	38.92	
0319 319	739	434	305	0	209	120	89	0	1	28.28	27.65	29.18	
0320 320	2475	995	714	766	942	423	327	192	2	38.06	42.51	45.80	25.07
0321 321	185	98	87	0	49	31	18	0	0	26.49	31.63	20.69	
0322 322	195	79	92	24	77	32	42	3	0	39.49	40.51	45.65	12.50
0323 323	2298	1321	977	0	659	347	312	0	1	28.68	26.27	31.93	
0324 324	329	174	155	0	111	63	48	0	1	33.74	36.21	30.97	
0326 326	1040	449	591	0	486	212	274	0	0	46.73	47.22	46.36	
0327 327	2112	1140	972	0	665	358	307	0	0	31.49	31.40	31.58	
0328 328	968	457	511	0	413	194	219	0	0	42.67	42.45	42.86	
0329 329	2452	1261	1191	0	848	411	437	0	2	34.58	32.59	36.69	
0330 330	818	429	389	0	286	157	129	0	1	34.96	36.60	33.16	
0332 332	1681	966	715	0	738	420	318	0	1	43.90	43.48	44.48	
0333 333	2632	1153	640	839	623	305	189	129	1	23.67	26.45	29.53	15.38
0334 334	75	41	34	0	37	18	19	0	0	49.33	43.90	55.88	
0335 335	2908	1341	1567	0	1114	489	625	0	1	38.31	36.47	39.89	
0336 336	1757	943	814	0	641	359	282	0	2	36.48	38.07	34.64	
0337 337	2424	1350	1074	0	856	459	397	0	1	35.31	34.00	36.96	
0338 338	2588	1448	1140	0	791	407	384	0	0	30.56	28.11	33.68	
0339 339	1208	731	477	0	385	245	140	0	1	31.87	33.52	29.35	
0340 340	1821	973	848	0	693	371	322	0	1	38.06	38.13	37.97	
0341 341	242	118	124	0	112	54	58	0	0	46.28	45.76	46.77	
0342 342	85	51	34	0	44	26	18	0	0	51.76	50.98	52.94	
0343 343	2628	1315	1313	0	1034	519	515	0	2	39.35	39.47	39.22	
0344 344	2300	1421	879	0	840	503	337	0	1	36.52	35.40	38.34	
0345 345	27	14	13	0	16	9	7	0	0	59.26	64.29	53.85	
0346 346	202	97	105	0	104	49	55	0	0	51.49	50.52	52.38	
0347 347	30	13	17	0	8	4	4	0	0	26.67	30.77	23.53	
0348 348	92	47	45	0	37	13	24	0	0	40.22	27.66	53.33	
0349 349	2346	1001	581	764	818	381	251	186	0	34.87	38.06	43.20	24.35
0350 350	3978	1765	1105	1108	1841	891	600	350	1	46.28	50.48	54.30	31.59
0351 351	2235	962	557	716	722	321	244	157	0	32.30	33.37	43.81	21.93
0352 352	714	317	107	290	191	107	35	49	0	26.75	33.75	32.71	16.90

NUMBERED KEY CANVASS

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 Special Primary Election  
 November 8, 2011  
 STATISTICS

Official Final

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PAGE 0002

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01 = REGISTERED VOTERS - TOTAL	233,626		08 = BALLOTS CAST - NONPARTISAN	11,957	12.31
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06 = BALLOTS CAST - DEMOCRAT	46,746	48.12	13 = VOTER TURNOUT - NONPARTISAN		29.87
07 = BALLOTS CAST - REPUBLICAN	38,438	39.57			

(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04	05	06	07	08	09	10	11	12	13
0353 353	1579	.719	.382	.478	.592	.313	.165	.114	.1	37.49	43.53	43.19	23.85
0354 354	3666	1585	1109	.972	1833	.867	.606	.360	.0	50.00	54.70	54.64	37.04
0355 355	2924	1328	.726	.870	1161	.619	.327	.215	.0	39.71	46.61	45.04	24.71
0356 356	1525	.754	.512	.259	.488	.234	.189	.65	.0	32.00	31.03	36.91	25.10
0357 357	1482	.609	.430	.443	.566	.261	.210	.95	.0	38.19	42.86	48.84	21.44
0358 358	520	.294	.206	.20	.235	.129	.100	.6	.0	45.19	43.88	48.54	30.00
0359 359	1901	.841	.462	.598	.723	.332	.210	.181	.0	38.03	39.48	45.45	30.27
0360 360	2550	1093	.682	.775	.921	.461	.279	.181	.0	36.12	42.18	40.91	23.35
0361 361	1547	.669	.289	.589	.375	.192	.81	.102	.0	24.24	28.70	28.03	17.32
0362 362	3464	1591	.940	.933	1774	.887	.557	.330	.0	51.21	55.75	59.26	35.37
0363 363	3118	1359	.917	.842	1443	.678	.474	.291	.1	46.28	49.89	51.69	34.56
0364 364	4147	1744	1275	1128	2095	.955	.713	.427	.2	50.52	54.76	55.92	37.85
0365 365	3466	1605	.996	.865	1884	.951	.574	.359	.1	54.36	59.25	57.63	41.50
0366 366	1510	.716	.410	.384	.513	.248	.189	.76	.0	33.97	34.64	46.10	19.79
0367 367	3549	1276	1122	1151	1663	.646	.603	.414	.0	46.86	50.63	53.74	35.97
0368 368	3689	1391	1113	1185	1524	.627	.521	.376	.1	41.31	45.08	46.81	31.73
0369 369	1777	.667	.578	.532	.737	.301	.311	.125	.0	41.47	45.13	53.81	23.50
0370 370	1597	.876	.721	.0	.615	.313	.302	.0	.4	38.51	35.73	41.89	.00
0371 371	2175	.934	.657	.584	1062	.490	.375	.197	.0	48.83	52.46	57.08	33.73
0372 372	1670	.783	.546	.341	.976	.493	.351	.132	.0	58.44	62.96	64.29	38.71
0373 373	289	.137	.152	.0	.119	.59	.60	.0	.0	41.18	43.07	39.47	.00
0374 374	9	.2	.7	.0	.6	.1	.5	.0	.0	66.67	50.00	71.43	.00
0375 375	185	.118	.67	.0	.68	.48	.20	.0	.0	36.76	40.68	29.85	.00
0376 376	1887	.750	.631	.506	.855	.391	.300	.164	.0	45.31	52.13	47.54	32.41
0377 377	2793	1036	.928	.829	1373	.508	.529	.336	.0	49.16	49.03	57.00	40.53
0378 378	1074	.552	.276	.246	.485	.274	.149	.62	.2	45.16	49.64	53.99	25.20
0379 379	3293	1548	.858	.887	1439	.711	.472	.256	.2	43.70	45.93	55.01	28.86
0380 380	2209	.930	.735	.544	1190	.544	.426	.220	.2	53.87	58.49	57.96	40.44
0381 381	1973	.976	.430	.567	.863	.474	.227	.162	.1	43.74	48.57	52.79	28.57
0382 382	2855	1285	.736	.834	1154	.575	.362	.217	.0	40.42	44.75	49.18	26.02
0383 383	1334	.676	.356	.302	.669	.384	.176	.109	.0	50.15	56.80	49.44	36.09
0384 384	2230	1173	.530	.527	1175	.659	.312	.204	.0	52.69	56.18	58.87	38.71
0385 385	2774	1340	.843	.591	1366	.663	.504	.199	.2	49.24	49.48	59.79	33.67
0386 386	3213	1684	.953	.576	1783	.977	.582	.224	.2	55.49	58.02	61.07	38.89
0387 387	1042	.470	.215	.357	.318	.168	.68	.82	.0	30.52	35.74	31.63	22.97
0388 388	238	.125	.36	.77	.86	.59	.12	.15	.0	36.13	47.20	33.33	19.48
0389 389	3629	1463	1128	1038	1586	.684	.530	.372	.0	43.70	46.75	46.99	35.84
0390 390	3544	1438	1205	.901	1745	.746	.690	.309	.1	49.24	51.88	57.26	34.30
0391 391	245	.113	.46	.86	.53	.24	.16	.13	.0	21.63	21.24	34.78	15.12
0392 392	199	.97	.37	.65	.66	.34	.18	.14	.0	33.17	35.05	48.65	21.54
0393 393	593	.317	.160	.116	.313	.180	.93	.40	.0	52.78	56.78	58.13	34.48
0394 394	43	.15	.28	.0	.18	.6	.12	.0	.0	41.86	40.00	42.86	.00
0395 395	2418	.951	.783	.684	.979	.379	.391	.209	.0	40.49	39.85	49.94	30.56
0396 396	524	.286	.238	.0	.253	.127	.126	.0	.0	48.28	44.41	52.94	.00
0397 397	1948	.872	1076	.0	.826	.340	.486	.0	.1	42.40	38.99	45.17	.00
0398 398	765	.250	.339	.176	.420	.124	.229	.67	.0	54.90	49.60	67.55	38.07
0399 399	1493	.965	.510	.18	.601	.400	.192	.9	.0	40.25	41.45	37.65	50.00
0400 400	1808	1126	.668	.14	.732	.465	.262	.5	.0	40.49	41.30	39.22	35.71
0401 401	1650	.903	.359	.388	.850	.510	.206	.134	.0	51.52	56.48	57.38	34.54
0402 402	755	.396	.359	.0	.292	.159	.133	.0	.0	38.68	40.15	37.05	.00
0403 403	2810	1372	1438	.0	1216	.539	.677	.0	.1	43.27	39.29	47.08	.00

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(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04	05	06	07	08	09	10	11	12	13
0404 404	1845	1041	804	0	719	408	311	0	1	38.97	39.19	38.68	
0405 405	3107	1735	1372	0	1379	763	616	0	4	44.38	43.98	44.90	
0406 406	2114	1307	807	0	858	524	334	0	0	40.59	40.09	41.39	
0407 407	745	354	213	178	407	202	141	64	0	54.63	57.06	66.20	35.96
0408 408	3217	1725	1492	0	1599	847	752	0	2	49.70	49.10	50.40	
0409 409	2416	1023	741	652	973	459	337	177	0	40.27	44.87	45.48	27.15
0410 410	1483	638	742	103	644	272	337	35	0	43.43	42.63	45.42	33.98
0411 411	2383	995	689	699	734	334	261	139	0	30.80	33.57	37.88	19.89
0412 412	1974	741	703	530	903	383	353	167	0	45.74	51.69	50.21	31.51
0413 413	407	225	182	0	163	91	72	0	0	40.05	40.44	39.56	
0414 414	1281	453	447	381	439	165	166	108	1	34.27	36.42	37.14	28.35
0415 415	352	153	199	0	249	119	130	0	0	70.74	77.78	65.33	
0416 416	1610	628	544	438	630	263	249	118	2	39.13	41.88	45.77	26.94
0417 417	913	553	360	0	391	228	163	0	0	42.83	41.23	45.28	
0418 418	426	148	167	111	183	68	84	31	0	42.96	45.95	50.30	27.93
0419 419	1367	767	600	0	911	537	374	0	4	66.64	70.01	62.33	
0420 420	2229	1160	1069	0	947	476	471	0	2	42.49	41.03	44.06	
0421 421	17	7	10	0	6	5	1	0	0	35.29	71.43	10.00	
0422 422	82	51	31	0	29	18	11	0	0	35.37	35.29	35.48	
0423 423	1880	1079	801	0	742	401	341	0	0	39.47	37.16	42.57	
0424 424	3949	1261	1583	1105	1525	508	710	307	3	38.62	40.29	44.85	27.78
0425 425	536	219	301	16	261	107	143	11	0	48.69	48.86	47.51	68.75
0426 426	256	102	139	15	115	46	65	4	0	44.92	45.10	46.76	26.67
0427 427	988	416	572	0	463	205	258	0	0	46.86	49.28	45.10	
0428 428	895	449	446	0	329	151	178	0	1	36.76	33.63	39.91	
0429 429	1814	675	535	604	691	265	233	193	0	38.09	39.26	43.55	31.95
0430 430	318	136	182	0	138	70	68	0	0	43.40	51.47	37.36	
0431 431	1204	501	703	0	584	267	317	0	0	48.50	53.29	45.09	
0432 432	167	76	91	0	41	19	22	0	0	24.55	25.00	24.18	
0433 433	1620	877	743	0	653	340	313	0	0	40.31	38.77	42.13	
0434 434	3318	1344	1066	908	1404	635	479	290	3	42.31	47.25	44.93	31.94
0435 435	3533	1218	1461	854	1434	540	652	242	0	40.59	44.33	44.63	28.34
0436 436	1480	578	902	0	622	218	404	0	1	42.03	37.72	44.79	
0437 437	43	21	22	0	24	12	12	0	0	55.81	57.14	54.55	
0438 438	360	127	233	0	128	47	81	0	0	35.56	37.01	34.76	
0439 439	350	124	142	84	167	62	71	34	0	47.71	50.00	50.00	40.48
0440 440	681	402	279	0	126	71	55	0	0	18.50	17.66	19.71	
0441 441	48	35	13	0	13	12	1	0	0	27.08	34.29	7.69	
0442 442	917	309	375	233	360	128	162	70	0	39.26	41.42	43.20	30.04
0444 444	2226	827	691	708	804	321	285	198	0	36.12	38.81	41.24	27.97
0445 445	640	216	226	198	281	98	108	75	0	43.91	45.37	47.79	37.88
0446 446	1114	543	247	324	529	284	137	108	1	47.49	52.30	55.47	33.33
0447 447	2433	896	897	640	1182	448	531	203	0	48.58	50.00	59.20	31.72
0448 448	389	167	54	168	105	46	18	41	0	26.99	27.54	33.33	24.40
0449 449	64	33	14	17	25	14	7	4	0	39.06	42.42	50.00	23.53
0451 451	683	244	231	208	253	98	98	57	0	37.04	40.16	42.42	27.40
0452 452	2493	1107	715	671	721	335	259	127	2	28.92	30.26	36.22	18.93
0453 453	36	14	8	14	13	4	3	6	0	36.11	28.57	37.50	42.86
0454 454	347	169	178	0	100	45	55	0	0	28.82	26.63	30.90	
0455 455	12	6	6	0	2	0	2	0	0	16.67	.00	33.33	
0456 456	98	42	56	0	34	19	15	0	0	34.69	45.24	26.79	

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PAGE 0004

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(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04	05	06	07	08	09	10	11	12	13
0457 457	2003	661	799	543	642	241	274	127	1	32.05	36.46	34.29	23.39
0458 458	1803	924	879	0	828	429	399	0	1	45.92	46.43	45.39	
0459 459	1860	1041	819	0	753	431	322	0	1	40.48	41.40	39.32	
0460 460	1230	819	411	0	278	179	99	0	0	22.60	21.86	24.09	
0461 461	2598	1029	783	786	1060	445	397	218	0	40.80	43.25	50.70	27.74



**CERTIFIED TO BE A TRUE AND  
 CORRECT COPY OF THE ORIGINAL**

Date November 23, 2011

**WASHINGTON COUNTY  
 ELECTIONS DIVISION**

BY UKawai



**RESOLUTION 2011-092**

**A RESOLUTION REPEALING RESOLUTION 2009-022, A RESOLUTION ADOPTING A CITY COUNCIL POLICY FOR AWARDING GRANTS TO NON-PROFIT ORGANIZATIONS**

**WHEREAS**, the City has received requests by non-profit organizations and adopted resolution 2009-022 dealing with awarding grants to these organizations; and

**WHEREAS**, at the November 21, 2011 Budget Committee, the committee discussed and recommended discontinuing awarding of grants to non-profit organizations; and

**WHEREAS**, the Fiscal Year 2012 budget was not able to fund cash grants to non-profit organizations and budgets for the foreseeable future will maintain the same level of funding; and

**WHEREAS**, the City provides extensive in-kind services to these and many non-profit organizations and events in the City of Sherwood.

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

**Section 1:** The City shall endeavor to track in-kind services to non-profit organizations and events in the City of Sherwood each year to report to City Council.

**Section 2:** Resolution 2009-022 is hereby repealed.

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

**Duly passed by the City Council this 6<sup>th</sup> day of December 2011.**

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

Attest:

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

Council Meeting Date: December 6, 2011

Agenda Item: Consent Agenda

**TO:** Sherwood City Council

**FROM:** Tom Pessemier, City Manager pro tem

**SUBJECT: A RESOLUTION OF THE CITY OF SHERWOOD APPROVING HIRING DECISIONS OF THE PRO TEM CITY MANAGER CONSISTENT WITH SECTION 33 OF THE SHERWOOD CHARTER.**

**ISSUE:** Should the Council approve the hires of the City Manager Pro Tem?

**BACKGROUND:**

Prior to leaving City Manager Jim Patterson approved the hiring of a Maintenance Worker and an Engineering Associate II to replace positions that had been recently vacated. The final hiring process for these positions was not finalized until after the City named a City Manager Pro Tem (Tom Pessemier). The Charter requires that all hiring decisions of the City Manager Pro Tem are approved by City Council. To make certain there is no question about the hiring this resolution is proposed.

**FINDINGS:**

There are no budget implications of these hires as they are replacement of existing positions that are necessary for the City to do the work approved in this year's Budget and Goals.

**RECOMMENDATION: APPROVE RESOLUTION 2011-093, A RESOLUTION OF THE CITY OF SHERWOOD APPROVING HIRING DECISIONS OF THE PRO TEM CITY MANAGER CONSISTENT WITH SECTION 33 OF THE SHERWOOD CHARTER.**



**RESOLUTION 2011-093**

**A RESOLUTION OF THE CITY OF SHERWOOD APPROVING HIRING DECISIONS OF THE PRO TEMP CITY MANAGER CONSISTENT WITH SECTION 33 OF THE SHERWOOD CHARTER**

**WHEREAS**, Section 33 of the Charter requires Council appoint a manager pro tem when the position of city manager becomes vacant;

**WHEREAS**, the City has appointed Tom Pessemier as Manager Pro Tem;

**WHEREAS**, Tom Pessemier, as Manager Pro Tem, has the authority and responsibilities of the city manager except relative to the appointment and removal of city employees which can only be done with Council approval;

**WHEREAS**, the Council has been informed that the City has need to appoint and remove individuals to certain positions to ensure the City's continuing municipal operations; and

**WHEREAS**, the Human Resources Manager, by and through the City Manager Pro Tem, has informed the Council that all appointments and removals for which Council approval is sought are done consistent with the City's long-established human resources policies and protocols.

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

**Section 1.** The City Council hereby approves the appointment of persons listed on the attached Exhibit A consistent with the terms thereof.

**Section 2.** This Resolution is effective as of the date of its adoption by the Council.

**Duly passed by the City Council this 6<sup>th</sup> day of December 2011.**

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

Attest:

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

## **Appendix A**

**Michael Mack** - Maintenance Worker I – Parks;

**Craig Christensen** – Engineering Associate II - Engineering

Council Meeting Date: December 6, 2011

Agenda Item: Consent Agenda

**TO:** Sherwood City Council

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

**SUBJECT: Amendment of Auditor Scope of Work**

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**ISSUE:**

Staff is seeking approval of RESOLUTION 2011-094, A Resolution authorizing the City Manager pro tem to amend the FY11 audit arrangement letter with the Certified Public Accounting firm of TKW for additional services in an amount not to exceed \$7,425.

**REPORT:**

At its November 21, 2011 meeting, the Budget Committee heard from the Auditor and Finance Director regarding a need to increase the audit firm's duties and compensation this year. Engaging a new audit firm has resulted in a longer year-end closing process than anticipated. The auditor's tests of internal controls took longer than planned and Finance staff had to produce or revise many more schedules than in the past.

As a result, we are behind schedule preparing the actual financial reports. To expedite the task, the City can engage the audit firm to assist with the drafting of the report. The attached resolution includes a proposal from the firm that broadens its scope of services to include assistance drafting the report. The amendment provides for:

- 70 hours at \$135 for completing the City's financial statements (\$4,725), and
- 40 hours at \$135 for the URA statements (\$2,700).

Optionally, City staff could complete the statements without this assistance. That will delay the audit process which, in turn, will delay the budget preparation process.

The auditor is working directly for the Mayor and City Council. By this resolution the Council is delegating the signature authority for the change to the City Manager pro tem, but it is not delegating or altering its direct relationship with the auditor.

**RECOMMENDATION:**

Staff recommends that Council adopt Resolution 2011-094.



**RESOLUTION 2011-094**

**A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO AMEND THE FY11 AUDIT ARRANGEMENT LETTER WITH THE CERTIFIED PUBLIC ACCOUNTING FIRM OF TKW FOR ADDITIONAL SERVICES**

**WHEREAS**, the City of Sherwood has determined that it needs additional services from the firm engaged to perform the City's annual Financial Audit, and

**WHEREAS**, the firm, TKW, has presented a proposal (attached as Exhibit A) to the City to provide those services in the form of an amendment to the firm's FY11 audit arrangement letter, and

**WHEREAS**, the Auditor and Finance Director discussed the need for this amendment with the Budget Committee at its November 21, 2011 meeting, and

**WHEREAS**, the amendment will increase the contract amount by \$7,425.

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

**Section 1.** The City Manager Pro Tem is authorized to execute this amendment, attached as Exhibit A, to the TKW arrangement letter for the FY11 audit.

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

**Duly passed by the Sherwood City Council this 6th day of December 2011.**

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

Attest:

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



4800 SW Macadam Ave  
Suite 400  
Portland, OR 97239-3973  
P 503.274.2849  
F 503.274.2853  
www.tkw.com

November 18, 2011

City Council  
City of Sherwood  
Sherwood, Oregon

Attention: Keith Mays, Mayor

This letter is an addendum to the arrangement letter of April 14, 2011, regarding the services we are to perform for the City of Sherwood, Oregon, and the City of Sherwood Urban Renewal Agency, a component unit of the City of Sherwood (collectively, the City) for the year ended June 30, 2011. We ask that you confirm this understanding.

### **Audit Services**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.

In addition to the reports noted in our letter of arrangement of April 14, 2011, we will also assist the City in drafting the City's Comprehensive Annual Financial Report and the Sherwood Urban Renewal Agency Annual Financial Report.

### **The City's Responsibilities**

Management is still responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

### **Fees**

Our fees for the audit and accounting services described above are based upon the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter is not expected to exceed \$7,400.

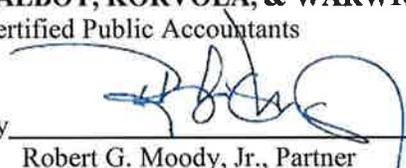
City of Sherwood, Oregon  
November 18, 2011  
Page 2

**Other Terms of our Engagement**

This letter and our letter of arrangement dated April 14, 2011, constitute the complete and exclusive statement of agreement between Talbot, Korvola, & Warwick, LLP, the City of Sherwood, Oregon, and the City of Sherwood Urban Renewal Agency, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as the City understands them, please sign and date the enclosed copy and return it to us.

**TALBOT, KORVOLA, & WARWICK, LLP**  
Certified Public Accountants

By  \_\_\_\_\_  
Robert G. Moody, Jr., Partner

Confirmed on behalf of the addressee:  
**City of Sherwood, Oregon**

 11-18-11

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RGM/rlr

cc: Craig Gibbons, Finance Director

Council Meeting Date: December 6, 2011

Agenda Item: New Business

**TO:** Sherwood City Council

**FROM:** Paul Elsner, City Attorney

**SUBJECT: RESOLUTION 2011-095 AUTHORIZING THE MAYOR SIGN A CONTRACT FOR CITY MANAGER SEARCH AND RECRUITMENT SERVICES WITH WALDRON & COMPANY**

**Issue**

Should the City Council approve contract with Waldron & Company for search and recruitment services to fill the currently vacant City Manager position?

**Background**

The City Council held a work session on October 18, 2011 to review proposals provided by three organizations for search and recruitment services to fill the City Manager position which was vacated in October 2011 when Jim Patterson left the City to become City Manager in Corvallis. After review of the proposals, the City Council then scheduled and held a work session on November 16, 2011 to interview two firms, Waldron & Company and Peckham & McKenney. After the interviews, Council opted to employ the services of Waldron & Company and thereafter the City Attorneys' office, in consultation with Waldron & Company created a contract for services for Council' consideration which is attached to the Resolution.

**Recommendation:** Council approval of the resolution which authorizes the Mayor to execute a contract with Waldron & Company for City Manager search and recruitment services.



**RESOLUTION 2011-095**

**A RESOLUTION AUTHORIZING THE MAYOR SIGN A CONTRACT FOR CITY MANAGER SEARCH AND RECRUITMENT SERVICES WITH WALDRON & COMPANY**

**WHEREAS**, The City Manager position was vacated in October 2011; and

**WHEREAS**, the City Council reviewed three proposals from various human resource and executive search firms and conducted interviews with two firms in a work session held on November 16, 2011 and after consideration and discussion of the proposals, the City Council desires to proceed with a contract with Waldron & Company, a human resources recruitment and search firm to assist in the search for and recruitment of a new City Manager.

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

**Section 1:** The City Council authorizes the Mayor, on behalf of the City, to sign a contract with Waldron & Company for City Manager recruitment services in a form substantially akin to that as shown in Exhibit "A".

**Section 2:** This Resolution is and shall be effective from and after its passage by the Council.

**Duly passed by the City Council this 6<sup>th</sup> day of December 2011.**

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

Attest:

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



## CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement is entered into by and between the City of Sherwood (“Sherwood” or the “Client”) and Waldron (“Waldron” or the “Consultant”). It will serve as an agreement of services to be performed by Waldron for Sherwood, and presents the general terms of engagement related to specific work to be detailed in any number of Scope of Work statements specifying Services while this agreement is in effect.

### TERM, SERVICES, COMPENSATION AND PAYMENT

1. The term of this agreement is for two years, commencing on December 6, 2011 and ending on December 6, 2013, unless both parties agree in writing to renew this agreement for successive terms on or before the second anniversary date of the agreement. Upon renewal, services, terms and pricing of services may be subject to change by mutual agreement and will be documented in a revision of or addendum to this Agreement.
2. The services to be provided by **Consultant** to **Sherwood** under this agreement will be performed in accordance with the specifications described in each Scope of Work (“SOW”) applicable to this Agreement that has been signed by both parties and is in accordance with this Agreement’s terms and conditions (the “Services”). Each Scope of Work document will carry sequential numbering and is incorporated into this document by reference. In consideration for performing the Services, Sherwood will compensate Consultant in the amount and manner as set forth in the applicable Scope of Work document.
3. **Payment Terms:** All fees for services are due upon invoice, which will be issued upon commencement of services or at such times specified in the applicable SOW, except in the case of hourly fee services and Expenses, which will be invoiced monthly.

### PROJECT EXPENSES

Costs incurred by Waldron in the course of conducting any work specified in a Scope of Work document (“pass-through” costs) will be at the expense of the Client. Expenses for each specified category below are pre-approved up to \$1,500 per category. Waldron will obtain pre-approval of expenditures that exceed **\$1,500** within any one category, and maintain accurate records at all times. A two percent (2%) administration charge will be added to all pass-through expenses referenced below or detailed further in any Scope of Work document. Relevant “pass-through” expenses include, but may not be limited to:

- Travel and related costs for the Waldron consultants and staff assigned to the project including auto mileage.





- Any and all travel and related expenses of candidates in the search.
- Photocopying, printing and binding of documents and materials.
- Communications, graphics costs, facsimile, teleconference, video-conference and telephone expenses.
- Delivery, courier or other document transport expenses.

Further Expenses may be delineated and applicable pursuant to any specific Scope of Work documents created under this Agreement.

### **Confidentiality**

All information communicated to Waldron by the Client during the term of this Agreement and the material created by Waldron for the Client under this Agreement will be received and maintained in confidence by Waldron and will be used only to provide Services to the Client under this Agreement. No such information or material may be disclosed by Waldron without the prior written consent of the Client. The provisions of this Section will not apply to information or material which (a) is considered a part of the public record and is not exempt from disclosure under established law, (b) is authorized in writing to be disclosed by the Client; (c) generally is available as part of the public domain prior to disclosure by the Client, or becomes so available through no fault of Waldron; or, (d) is independently developed by Waldron or is received by Waldron from a third party with no breach of any duty owed by the third party to the Client.

Certain information and/or data gathered by Waldron may be provided by identifiable individual employees of the Client or by other identifiable individuals. In the interest of information accuracy and data quality, such individual information and the identities of those persons providing same will be held confidential and will not be provided to any parties outside of Consultant, including to the Client. Such information will be considered exempt for purposes of the Intellectual Property provisions in this agreement.

### **Non-Solicitation of Personnel**

During the term of this Agreement and for a period not less than twelve months following the last work by Consultant on the Client's account, Client will not directly or indirectly solicit for employment or for contract any employee of Consultant that was involved in the performance of the Agreement or any associated work without the prior written consent of the other party.



### **CAPACITY AND DUTIES, INDEPENDENT CONTRACTOR**

In performing the Services for the Client under this Agreement, Waldron is acting as an independent contractor, and not as an agent or employee of the Client. No other relationship is intended or created by and between the parties.

### **INTELLECTUAL PROPERTY**

The parties understand and acknowledge that: any material, including any and all intellectual property created by Waldron as a result of the Services performed for the Client under this Agreement, will be and remain the property of the Client. Waldron will cooperate with the Client by, among other things, signing any documentation reasonably required by the Client to vest title in the material and intellectual property of the Client, and to prepare and file any applications with any governmental authority to protect the material and intellectual property. At the expiration or earlier termination of this Agreement, at the request of the Client or Waldron, Waldron will return to the Client any information disclosed to Waldron by the Client and any material specifically created by Waldron for the Client under this Agreement that is not exempted under the provisions of the Confidentiality clause of this Agreement. Waldron will retain its rights in Intellectual Property previously developed and applied to this engagement as well as its rights to broadly applicable methodologies or materials that may be applied, refined or developed in the course of this engagement.

### **WARRANTY OF TITLE TO THIRD PARTY TOOLS**

Waldron warrants that to the best of its knowledge the intellectual property and/or Services provided by Consultant do not infringe any patent, trademark, or copyright whether domestic or foreign. Waldron further warrants that it has full power and authority to enter this Agreement and, that it has the right to provide Services to the Client in accordance with this Agreement.

### **HOLD HARMLESS**

The Consultant and the Client will protect, defend, indemnify, and hold harmless each other, their officers, employees, trustees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of each party, its officers, employees, sub-consultants of any tier and/or agents. Each party will be responsible for its own share of concurrent negligence. The Consultant and the Client agree that their obligations under this paragraph extend to any claim, demand, and/or cause of

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action brought by or on behalf of any of their employees, sub-consultants of any tier or agents. The Consultant and the Client further agree that the foregoing mutual defense, indemnification and hold harmless obligations apply to attorney fees and costs incurred to successfully enforce the provisions of this section.

The Consultant will have no liability for Consultant's use of any information or materials provided to the Consultant by the Client or any of the Client's employees, agents, subcontractors, or consultants.

#### **INDEMNIFICATIONS**

Waldron will indemnify, defend, and hold the Client harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of the death or bodily injury to an employee, agent, trustee, customer, business invitee, or visitor of the Client, or the damage, loss, or destruction of any property of any of them caused by negligent acts of Waldron.

The Client will, to the extent permitted by law, indemnify, defend, and hold Waldron harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of bodily injury to an employee, agent, customer, business invitee, or visitor of Waldron, or the damage, loss, or destruction of any property of Waldron caused by negligent acts of the Client.

The indemnification, defense and hold harmless obligations contained herein will survive the expiration, termination or abandonment of this Agreement.

#### **INSURANCE**

Waldron will carry, maintain and present evidence of insurance coverage, if requested, in compliance with the standard requirements of the Client for similar Professional Services providers.

#### **NOTICES**

All notices required or permitted under this Agreement will be in writing or confirmed in writing and will be delivered in person, mailed by certified mail, return receipt requested, sent by facsimile, or e-mailed with returned confirmation to the respective party. Notices will be effective upon the earlier of receipt or on the second day after mailing.



**CANCELLATION/TERMINATION:**

Client may cancel the Services at any time, with 15-days notice to allow for an orderly disengagement. Client's only obligation to Waldron would be the fees incurred pro-rata and expenses actually incurred through the search termination date. The fee is pro rated over a 90-day schedule for these purposes. Cancellation must be in writing, via email is acceptable.

**LEGAL JURISDICTION**

This Agreement will be governed and construed in accordance with the laws of the State of Oregon.

**ACCEPTED BY:**

**Waldron**

**City of Sherwood**

Date:

Date:

Lara Cunningham

Keith Mays

Managing Director of Oregon & SW Washington

Mayor of the City of Sherwood

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## SCOPE OF WORK ATTACHMENT 1:

### PLAN, SCHEDULE & BUDGET (WEEK 1)

Working in partnership with the City Council, Waldron will develop a plan, schedule and budget for the recruitment process. We will take into account deadlines, reporting requirements, and other determining factors necessary to launch a successful search.

During this stage of the project, Waldron staff will submit a draft timetable for the Council's approval. The timetable will include key milestones for the project, as well as the City Manager and Council's target for selection and appointment of the new position. The goal at this stage of the process is to establish clear roles and responsibilities, identify stakeholders and their expected levels of participation, and implement a mutually agreeable schedule.

### DEVELOP CANDIDATE PROFILE (WEEKS 2-3)

Subject to the approval of the City Council, Waldron will develop a candidate profile, position description, and applicant qualifications for use as the basis for the solicitation of potential candidates. Techniques used to obtain a comprehensive candidate profile will include:

- Conducting private interviews with key stakeholders as directed to determine desired candidate skills, cultural and community fit, experiences, and attributes. These interviews are done on-site when practical and via telephone when necessary.
- If the City chooses, Waldron will facilitate employee and community involvement. This can be done by creating an online survey to gather information and/or talking to specific individuals to gain input, conducting town halls or community meetings, and meeting with key stakeholders, for example, business leaders, schools, neighborhood associations, faith-based organizations, surrounding communities and other partners.
- Reviewing the current position description (if any), and other archival information related to the position and the City.
- Preparing and refining the comprehensive Position Specification for the position which includes: A general description of the City; the basic function, authority and responsibilities of the City Manager; the City's immediate and long term goals, as well as the City's vision, mission, values and philosophy; all candidate qualification requirements including education, experience and personal characteristics; and, the position's salary range, benefits and relocation provision (if any). If needed, Waldron will conduct a salary survey for this position.



### CANDIDATE SOLICITATIONS (WEEKS 3-7)

Waldron has developed an exhaustive list of print and web outlets that post available positions. In concert with the City Council, Waldron will develop a comprehensive list that includes websites, association journals, and social networking sites likely to reach the most diverse and highly qualified audience. We recognize the necessity of going beyond the obvious media outlets. We dedicate specialized researchers to locate and use informal groups and associations to provide our public sector clients with the best opportunity to reach talent. We are a budget conscious organization and will work with the City on the most appropriate and cost effective methods for advertising.

### OUTREACH RECRUITMENT (WEEKS 3-7)

Waldron has developed a unique connection to many executives working in the public sector over the last 25 years. While we gain significant visibility through the strategic use of appropriate media, our success in bringing the best candidate pool forward relies on our ability to target and recruit proven candidates. This will be our approach to recruitment on behalf of the City.

Typical activities involved in recruiting for City Manager candidates will include:

- Utilizing Waldron's database and contacts from around the country to develop a comprehensive list of thousands of prospects to be reached through a direct email campaign.
- Waldron's deployment of key staff members dedicated to research and candidate identification.
- Waldron Consultants making direct recruitment calls to hundreds of contacts and prospective candidates.
- Direct correspondence with target prospects.
- Distributing position materials and announcements, as well as requests for supplemental information.

Our goal in this part of the project is to turn highly qualified prospects into an applicant pool that provides the City with a superior list of candidates for further consideration.



## CANDIDATE SCREENING (WEEKS 7-9)

Throughout the solicitation and recruitment period, Waldron conducts phone and in-person interviews with ‘high-potential’ candidates that meet the City’s requirements. As qualified candidate materials are submitted, we conduct an extensive Google search to ensure the candidate is highly qualified, ethical and accomplished. Following the interviews, we will review the most promising candidates with the City Council and recommend a pool for further consideration.

Our process will include having candidates provide a brief application and responses to supplemental questions developed in concert with the City Council. We have found that the completed supplemental materials can provide:

- A good sample of a candidate’s writing ability.
- An early indicator of the sincerity of his/her interest.
- An opportunity to view a candidate’s analytical, management, and communication styles.
- An indicator of his/her philosophy and values.

Using the results of our interviews, Google background search, the application, supplemental responses, resume, and any other materials submitted by candidates, we will partner with the City Council to identify candidates. Our goal at this stage of the project is to ensure that the City Council is reviewing a group of candidates that not only meet minimum qualifications, but also allow the Council to measure “fit” and see who is highly motivated to compete for the position.

## REFERENCES AND FINAL INTERVIEW SCREENING (WEEKS 9-12)

As soon as the City Council and Waldron have selected the candidates for the final interviews, Waldron will engage in an intensive process of collecting references from peers, subordinates, and superiors. In preparation for final interviews we will work with the City Manager and Council to design the final interview process.

- position to evaluate candidates’ performance and behaviors in past professional roles.
- Waldron will also arrange for and facilitate any desired follow up such as on-site visits or special additional meetings to close the process.
- Facilitation of the offer and negotiation process with selected candidates.
- Should you elect to not hire any candidates from the initial pool of finalists, Waldron will re-open recruiting until an acceptable candidate is identified and engaged.



## REFERENCES AND FINAL INTERVIEW SCREENING CONTINUED (WEEKS 9-12)

Prior to final interviews, we will deliver a written report that includes the application, candidate answers to supplemental questions, resume, reference reports, and education verifications for each candidate. In addition, we provide our clients with:

- A list of suggested interview questions designed to augment questions that participants may wish to ask.
- A quantitative/qualitative scoring system to evaluate and compare the merits of each candidate (if desired).
- Assistance in making the needed travel arrangements (if any) for the final interviews, facility tours, or any testing needed by the department.
- Access to the Waldron project team to act as facilitators during the finalists' interviews.
- Extensive background reports, Waldron takes pride in its ability to run extremely thorough investigative reports on each finalist through our well-established local vendor.

Our background report includes:

- County Criminal Searches
- Civil Searches
- Nationwide Criminal Index/Sex Offender Registry
- Credit Report
- Education Verification
- Social Trace and Verification

This level of detail is more extensive than a typical Executive Search Firm's report.

The final interviews provide an opportunity to bring stakeholders together to evaluate candidates and provide feedback to the City Council. An open and fair process allows the City to gain buy-in from a multitude of stakeholders, and we will partner with you to design this process.

If desired, Waldron can facilitate the negotiation process with the finalists, in conjunction with the City Council. The Waldron Project Manager can begin the negotiation on behalf of the City with the selected candidate, and ensure a smooth transition.

Once a candidate has been selected, contingent upon an offer, we suggest that our client conduct on-site, in-person background checks. We have helped our clients design a process to spend a few days in the community of the candidate's most recent employer/community to interview community members, neighbors, co-workers, subordinates, supervisors, and elected officials. The information obtained through the on-site along with background reports, references and formal interviews allows our clients to make sound, informed decisions to hire the right person.



## Project Cost

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**Professional Services Fee:** Waldron's fee for providing professional services is \$25,000.

**Expenses:** Expenses incurred are the responsibility of the client. Waldron will, when possible, pre-approve expenditures with you and maintain accurate records at all times. Expense items include, but are not limited to:

- Advertising the position in trade journals and other media. (Estimated \$1500 or less)
- Telephone and facsimile expenses. (Estimated \$50 or less)
- Delivery expenses. (Estimated \$200 or less)
- Printing of documents and materials. (Estimated \$150 or less)
- Travel and related costs for the consultants assigned to the project. (Estimated \$500 or less)
- Travel and related expenses for candidates during the interview process. (Varies greatly depending on the number of out of state candidates and can range from \$500 to \$3,000)

A two percent (2%) charge will be added to all pass-through expenses referenced above for administrative costs. No additional cost add-ons are included.

**Invoicing:** Professional fees are invoiced in three equal installments during the course of the search. The initial installment is invoiced at the time Waldron is engaged. The second installment is invoiced following the semi-final work session. The final installment is invoiced at the conclusion of the search. Expenses are billed monthly. All invoices are due upon receipt by the client.

**Guarantee:** Waldron guarantees placement of a qualified candidate. Waldron will provide a **two-year** search guarantee of the selected individual. If the selected individual leaves the position for any reason other than death, physical or mental incapacity or termination initiated by the client without cause, we will conduct a replacement search with no additional service fee. The only cost to the client would be pass-through expenses related to the additional search. Within the guarantee period, Waldron must be notified in writing of a termination within 30-days of its occurrence.

**Early Termination:** You have the right to cancel the search at any time. Your only obligation to Waldron would be the fees and expenses incurred prior to cancellation.

Council Meeting Date: December 6, 2011

Agenda Item: New Business

**TO:** Sherwood City Council

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

**SUBJECT:** RESOLUTION 2011-096, A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN OPERATING AGREEMENT BETWEEN THE CITY OF SHERWOOD and LOAVES & FISHES

**ISSUE:** Should the City Manager Pro Tem sign an operating agreement with Loaves & Fishes for the Sherwood Senior Center?

**BACKGROUND:**

In October 2006 Loaves & Fishes was awarded a four year nutrition services contract from Washington County. Shortly after Loaves took over the nutrition program it was determined that it would be in the best interest of all parties involved if Loaves also took over the day to day operations of the Senior Center.

In May of 2007 Loaves and the City entered into an operating agreement and since that time Loaves has been the operator of the Sherwood Senior Center. In October 2009 the City renewed the operating agreement for an additional two years.

**FINDINGS:**

At this time we would like to renew the agreement for another two year term. Changes to the operating agreement include the City paying for janitorial services and utilities and the City agreeing to split the cost of major kitchen equipment replacement and repair, should the cost exceed \$2,000.

**RECOMMENDATION: APPROVE RESOLUTION 2011-096, A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN OPERATING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND LOAVES & FISHES.**



**RESOLUTION 2011-096**

**A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN OPERATING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND LOAVES & FISHES**

**WHEREAS**, In October 2006 Loaves & Fishes was awarded the nutrition contract from Washington County to provide meals in Sherwood; and

**WHEREAS**, In 2007 and 2009 the City signed operating agreements with Loaves & Fishes to operate the Sherwood Senior Center; and

**WHEREAS**, Loaves & Fishes and the City would like to renew the operating agreement for an additional two year term.

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

**Section 1.** The City Manager Pro Tem is hereby authorized to sign and extend the operating agreement, attached as Exhibit A, between the City of Sherwood and Loaves & Fishes.

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

**Duly passed by the City Council this 6<sup>th</sup> day of December 2011.**

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

Attest:

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

## AGREEMENT FOR OPERATION OF THE SHERWOOD SENIOR/COMMUNITY CENTER

THIS AGREEMENT FOR OPERATION hereinafter called "Agreement", entered into this \_\_\_ day of \_\_\_\_\_, 2011 between the CITY OF SHERWOOD, Oregon, a municipal corporation, hereinafter referred to as "City", and LOAVES AND FISHES CENTERS, INC., an Oregon nonprofit corporation, hereinafter referred to as "Loaves."

### Section 1. GENERALLY

Based upon the terms and conditions in this Agreement, City grants Loaves a license to provide services, activities and programs for the benefit of seniors and other community members within and on the grounds of the Sherwood Senior/Community Center, 21907 SW Sherwood Boulevard, hereinafter referred to as "Center."

Loaves acknowledges it has no property interest (nor will it make any claim of ownership in the improved real property constituting the Center. Ownership of personal property used at the Center shall be as per Exhibit "A" and this Agreement.

Loaves will continue the current programs and activities it offers at the Center. A Center program budget will be established reflecting the cost(s) for all on-going programs and activities. In addition to food and nutrition services, Loaves will offer recreational, educational, wellness, health and social gatherings to enhance the lives of seniors in Sherwood. Loaves will work with a steering committee to plan and develop programs and activities to encourage ownership, involvement and growth in the Center. City shall appoint one (1) nonvoting member to serve on the steering committee for the usual length of term served by other board members.

### Section 2. TERM:

This Agreement will be for a period of two (2) years from the date set out above. The Agreement shall automatically renew for like periods thereafter for four (4) successive terms (for a total of ten (10) years unless either party wishes to terminate it in which case they shall give the other party not less than 180 days written notice of their intent to do so prior to the end of the then-existing two year term.

### Section 3. REPORTS AND INFORMATION:

A. Loaves maintains reports and records of operations available for review by the City upon request. Records available include:

1. Loaves operating budget for the Center for the preceding fiscal year and the adopted budget for the current fiscal year.
2. List of the Loaves employees, position titles and descriptions.
3. Personnel rules and policies.
4. Names, addresses and telephone numbers of the Loaves officers and Board of Directors.

5. Loaves bylaws and Articles of Incorporation.
6. Current outside contracts and arrangements for services or funding at the Center and reports and audits for above.
7. Copies of all Loaves active insurance policies.
8. Report of activities and services provided by Loaves and other groups including records of attendance as available.
9. Maintenance Log containing all routine and preventive maintenance performed on all fixtures and appliances.

#### B. Financial Statement.

Loaves shall annually make available to City on or before August 1st a copy of its financial statement.

### Section 4. OBLIGATIONS OF LOAVES:

#### A. Performance Obligations.

Loaves shall (except as specifically provided otherwise in Section 5) do the following:

1. Routine interior cleaning, repair, operation, maintenance of the kitchen, including range hood.<sup>1</sup>
2. Routine repair, operation and maintenance of any fixtures, appliances, or other property owned by City but regularly used by Loaves.<sup>2</sup> Loaves will be responsible for the first \$2,000 of maintenance, repair and replacement of any City owned kitchen fixture(s) or appliance(s) used by Loaves. If repairs or replacement costs exceed \$2,000, the City will be responsible for the 2<sup>nd</sup> \$2,000. If replacement or repairs exceed \$4,000, the City and Loaves will share the cost 50/50.
3. Interior redecoration or remodeling of Center unless required by City, in which case the City would be responsible for.
4. Cleaning, repair, maintenance and replacement to Center, grounds, appurtenant structures, fixtures and utilities, necessitated by the fault of Loaves, its agents, employees, invitees, or other third-parties.

#### B. Payment Obligations.

Loaves shall (except as specifically otherwise provided by Section 5) be obligated to pay or obtain the following:

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<sup>1</sup> As used in this Section, "routine cleaning" is defined as sweeping, mopping, cleaning and disinfecting the kitchen and kitchen equipment. Repair, operation and maintenance refer to all minor repairs and preventative maintenance to all fixtures and appliances in the kitchen, and the replacement of "disposable" items such as toilet paper and paper towels. etc., and any other activity not specifically made an obligation of the City under Section 6. <sup>2</sup>

1. Charges for telephone and internet service used by Loaves at Center, except as otherwise set out in Section 5.B.1.
2. Casualty and Liability Insurance as per Section 9 of this Agreement.

C. Other Obligations.

In connection with the use of Center, Loaves shall:

1. Comply with all applicable local, state and federal laws and regulations affecting the use of the Center and correcting (at Loaves' sole expense and cost) any violation created through Loaves' use. However, it is understood that Loaves shall not be required to make any structural change(s) to Center to effect compliance with such laws or regulations.
2. Refrain from any activity which would make it impossible to obtain casualty/liability insurance for the Center or would unreasonably, in the City's determination, increase insurance rates.
3. Refrain from any use or activity which would be unreasonably offensive to the City, third party users, owners of adjoining premises and which would tend to create a common law nuisance or damage the reputation of the Center.
4. Provide for regular and full representation before and liaison with the Washington County Department of Aging, its standing and ad-hoc committees and any other agencies having an impact on Center policies, programs, and funding.

D. Center Alterations.

Loaves shall not make alteration to the Center except those Performance Obligations set out in Section 4.A above without the prior written approval of the City Manager. Any alteration to the Center by either City or Loaves shall be deemed to become property of the City when installed, except for fixtures, appliances, and personal property listed on Exhibit A.

E. Property Inventory.

Loaves shall maintain an ongoing inventory of all personal property acquired or deleted by Loaves. The City will not be responsible or liable for loss or damage to any personal property of a third party or of Loaves.

Section 5. OBLIGATIONS OF CITY:

A. Performance Obligations.

The City shall do the following:

Maintenance, repair, and replacement<sup>3</sup> of the Center, its grounds, appurtenant structures, fixtures and utilities necessitated by structural disrepair, defect or obsolescence, fire, war, earthquake or other natural disaster, vandalism or malicious mischief or to achieve compliance with local, state or federal laws including:

1. exterior painting and roofing;

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<sup>3</sup> As used in this Section, the phrase "Maintenance, repair, and replacement" is defined as any activity not covered by the definition of "routine" contained in section 4.A of this Agreement.

2. the Center's water, storm water, sanitary, heating and ventilating systems, natural gas, electrical, cable television and other utilities to the point of entry into the Center;
3. exterior lighting including landscaping;
4. interior walls, ceilings, doors, windows, floors and floor coverings;
5. sound and public address systems
6. fire exit lights & extinguishers
7. Requests for repairs or Repair Obligation.

The City's obligations under this section shall not arise until the City has received written notice from Loaves concerning the particular issue. Except when repair or replacement of the Center, its component parts or its appliances and fixtures is deemed by the City to be (1) an emergency (2) minor in scope or nature or (3) necessary to protect the Centers' structural integrity or routine operations, Loaves is expected to submit its requests for repairs in writing to City no later than January 1<sup>st</sup> so that the matter may be considered by the City Council during its budget considerations.

#### B. Payment of Obligations.

City shall be obligated to pay or obtain the following during term of this Agreement:

1. Water, gas, electricity, sanitary sewer and storm water utility charges.
2. Casualty and liability insurance as per Section 9 of this Agreement.
3. 3 x per week janitorial service to include regular cleaning of interior floors (except kitchen), restrooms, classrooms, library, activity room, gift shop, offices and entry way. Floor cleaning shall include stripping and waxing the floors twice per year.
4. Regular maintenance and repair of exterior and interior lighting fixtures, including florescent tubes, soffits and fittings for installed lighting in interior and exterior of the Center.
5. Regular maintenance and repair of interior and exterior walls, ceilings, doors, windows, floors and floor coverings (except as listed in Section 4.5).

#### C. Inspections.

Provided said activity does not interfere with the use of Center by Loaves, City shall have the right to enter upon, inspect and use the Center for City purposes. The City may also come upon the property, at all times it deems appropriate to inspect the operation to assure itself that the use of the Center by Loaves is consistent with the terms of this Agreement.

#### D. Rule Modification Requests.

The City may require Loaves to modify or eliminate portions of its budget for the Center personnel rules and policies; outside contracts or arrangements for services and funding; insurance coverage; and related documents if City finds that:

1. Violations of local, State, Federal, and other laws or regulations exist.

2. The terms of this Agreement are not being met; or
3. The public interest would be served.

#### Section 6. CENTER USAGE.

City and Loaves understand and agree the three primary purposes of the Center are (in order of priority):

1. **Senior Citizens.** To provide facilities and services benefiting senior citizens and the disabled in the Sherwood area, including, but not limited to, daily in-Center and home delivered meal programs; social and recreational activities; educational and counseling activities; and medical, legal, transportation, and other assistance programs.
2. **General Public.** To provide facilities for public recreational, cultural, educational, and other assistance activities, events, and programs benefiting other residents of the Sherwood area.
3. **City Business.** To provide meeting space for official City business, including, but not limited to, meetings of the City Council, Planning Commission, Budget Committee, and other standing and ad hoc City sponsored groups.

Non-public usage, such as service group meetings, private parties and receptions, church services, and the like shall only be permitted after the foregoing priority uses have been fully accommodated.

#### Section 7. CLAIMS:

##### A. Liens.

Except with respect to activities for which City is responsible, Loaves shall pay as due all claims for work done on and for services rendered or material furnished to the Center and shall keep the Center free from any liens. If Loaves fails to pay any claim or promptly discharge any lien, City shall do so and Loaves shall thereupon be obligated to repay the City on its written demand along with interest on the amount at the rate of one percent (1%) per month. Such action by City shall not constitute a waiver of any other right or remedy which City may have on account of Loaves' default.

##### B. Claim Payments.

Loaves may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as City's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Loaves shall, within thirty (30) days after knowledge of filing, secure the discharge of the lien or deposit with City cash, a corporate surety bond, or other security satisfactory to City in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

##### C. Hold Harmless.

Loaves shall indemnify, hold harmless, and defend City, its elected officials, officers, employees, agents and insurers from any claim, loss or liability arising out of or related to any activity of Loaves at the Center.

## Section 8. INSURANCE:

### A. City Obligations.

During the term of this Agreement, City shall procure and continue to carry the following insurance at City's cost:

1. Standard fire insurance with an endorsement for extended coverage insuring Center at its full insurable value against fire and other risks.
2. Liability and property damage insurance with limits of not less than \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

### B. Loaves Obligations.

During the term of this agreement, Loaves shall procure and continue to carry the following insurance at Loaves' cost:

1. Separate casualty insurance for any Loaves owned personal property at the Center, as per Exhibit A.
2. Liability and property damage insurance with limits of not less than \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

### C. Third Party Insurance.

Loaves or City may require any third party utilizing the Center to provide casualty and/or liability insurance. The insurance required by this section shall name the City and Loaves as additional insured's and must be in a form separate from any personal or homeowners policy. The third party must also indemnify and hold harmless the City, Loaves and Seniors through a written agreement acceptable to the City's attorney.

## Section 9. ASSIGNMENT AND SUBLEASE:

### A. Third-Party Usage.

City and Loaves may jointly establish policies governing the use of the Center by third parties, including but not limited to, a schedule of fees and charges, attached as Exhibit B. Loaves shall have the right to accept reservations, collect fees and schedule and make the Center available to third parties consistent with this Agreement and with policies established jointly by City and Loaves governing the Center's use by third parties. Fees collected by Loaves shall be retained by Loaves and shall be used to offset the costs of operation and maintenance of the Center.

### B. Outside Contracts.

City recognizes that Loaves may from time to time execute contracts with third parties to provide funding and services at Center, and that Washington County's Department of Aging Services also provides public funding and services at Center, either through Loaves or third parties. In general, Loaves shall be obligated to cooperate with these service providers and to provide access to Center facilities without charge. Loaves is responsible for notifying

City of any such County or third-party contracts, even when Loaves is not a direct party to such agreements, and providing city with copies of same. If Loaves is a party to such contracts or is otherwise required to provide consent to County or another third party for such public funding or services, Loaves shall obtain written permission from City before doing so.

#### Section 10. TERMINATION:

##### A. Termination With Cause.

1. This Agreement may be terminated by City if Loaves breaches any of the terms of this Agreement. Such breach shall be specified by City to Loaves in writing. Loaves shall have forty-five days to cure said breach or such additional time as agreed to by City in writing. If the breach has not been cured within the time specified, then written notice of termination may be given by City at any time after the date upon which such breach was to be remedied. The notice of termination shall specify a date by which Loaves shall surrender the Center, which date shall not be sooner than ten (10) days from the date of notice of termination.
2. Loaves shall have the same right to terminate this Agreement upon a breach by City in the same manner and subject to the same conditions as are set forth in preceding subsection.

#### Section 11. SURRENDER AT EXPIRATION OR TERMINATION:

##### A. Condition of Center.

Upon expiration or termination of this Agreement, Loaves' shall deliver to City all Center keys, property titles, equipment manuals and warranties, and the like, and surrender the Center to City in first-class condition and broom clean. Alterations constructed by Loaves with permission from City shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Center is used shall be excepted but repairs for which Loaves is responsible shall be completed to the latest practical date prior to such surrender.

##### B. Fixtures.

1. Unless otherwise specified by Exhibit A or by this section, all fixtures, appliances and furnishings placed in the Center during the term of this Agreement shall, at City's option, become the property of City upon termination of this Agreement.
2. Loaves shall remove all fixtures, appliances, and furnishings from Center, which remain the property of Loaves. If Loaves fail to do so, this shall be deemed as abandonment of Loaves' property, and City may retain said property. All rights of Loaves with respect to such abandoned property shall cease within twenty (20) days after removal was required by written notice provided by the City, or the City may elect to hold Loaves to its obligation of removal.
3. The timing for removal of any fixtures, appliances and furnishings from Center shall be as on or before the date this Agreement expires, or terminates as per Section 11 of this Agreement.

4. Notwithstanding any provision herein above for removal of Loaves' fixtures, appliances, or furnishings on termination, City shall have first option to purchase said property from Loaves at its then fair cash market value, which option shall be exercised by City giving Loaves written notice of City's intent to purchase the fixtures and furniture. If the parties are unable to agree upon the market value, the City shall select an appraiser and Loaves shall select an appraiser. The two appraisers so selected shall select a third appraiser. The three appraisers selected shall determine fair market value of the furniture and fixtures and their determination shall be binding on the parties.

C. Holdover.

If Loaves do not vacate the Center at the time required by termination notice, City shall have the option to treat Loaves as a tenant from month to month, subject to all of the provisions of this Agreement.

Section 12. CENTER MANAGEMENT:

A. Generally.

Loaves and Fishes will select a Steering Committee made up of seniors and members of the community to act as an advisory board for the Center. The City will select 1 staff member to serve on the committee and to act as the liaison to the City.

B. Center Staff.

During the term of the Agreement, Loaves shall employ sufficient staffing to properly maintain and operate the center. City shall appoint one (1) member to any ad hoc interview board charged with selecting a Center Director, The Center Director shall be exclusively employed by Loaves.

Section 13. AGREEMENT BETWEEN CITY AND WASHINGTON COUNTY:

The parties hereto agree that this Agreement is subject to each provision of that certain Agreement entered into between City and Washington County on July 1, 1980, a copy of which is on file in the Washington County Office of Community Development and which is by this reference expressly incorporated herein. City is not, in any manner, released from its obligations and responsibilities there under by virtue of the execution of this Agreement with Seniors and Loaves.

Section 14. MISCELLANEOUS:

- A. Nonwaiver. Waiver by either party of strict performance of any provisions of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- B. Succession. Subject to the above-stated limitations on transfer of Loaves' interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- C. Force Majeure. Neither party shall be liable for any loss or damage sustained by the other party because of any delay in performance or noncompliance with any provision of this Agreement that results from an act, event, omission, or cause beyond its reasonable

control and without its fault or negligence, including but not limited to, strikes, lock outs, civil commotion, riots, wars, fires, explosions, floods, earthquakes, embargoes, or acts of civil or military authority.

- D. Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or sent by facsimile, e-mail or one day after being sent by a reputable overnight courier, to the applicable party at the following address or facsimile number (or at such other address or facsimile number as that party may specify by notice to the other):

For LOAVES:

Joan Smith, Executive Director  
Loaves & Fishes Centers  
7710 SW 31st Avenue  
Portland, OR 97219

For City:

City Manager  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140

- E. Entire Agreement/Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.
- F. Waiver. The failure of either party to enforce at any time any provision hereof shall not be construed to be a waiver of such provision or of the right thereafter to enforce each and every provision. No waiver by either party to this Agreement, either express or implied, of any breach of any term, condition, or obligation of this Agreement, shall be construed as a waiver of any subsequent breach of that term, condition, or obligation or of any other term, condition, or obligation of this Agreement.
- G. Headings. Headings used herein are for convenience only and shall not be construed a part of, or affect the construction or interpretation of, any provision of this Agreement.
- H. Governing Law. This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with the laws of the State of Oregon, U.S.A., including federal law, but excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of Oregon.
- I. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and nothing in this Agreement shall be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

- J. Assignment. Neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- K. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court having jurisdiction, the court shall have the discretion to modify the provision to the extent necessary to make it valid or enforceable and the provision (as so modified), and the balance of this Agreement, shall remain in effect and shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year of herein above written.

CITY OF SHERWOOD, Oregon a Municipal Corporation

By \_\_\_\_\_  
Tom Pessemier, City Manager Pro Tem

LOAVES AND FISHES, INC. an Oregon Corporation

By \_\_\_\_\_  
Joan Smith, Executive Director

## EXHIBIT A.

### SHERWOOD SENIOR/COMMUNITY CENTER PROPERTY INVENTORY

The following inventory list is current as of the effective date of this Agreement and shall be subject to amendment from time to time. The City and Loaves assume no responsibility or liability for loss or damage for any reason to any third-party property regularly or temporarily stored or kept at the Center. This Exhibit may be modified by mutual written consent of Loaves and City Manager without full negotiation and approval of this entire Agreement.

#### A. CITY OWNERSHIP

1. The following fixtures, appliances and personal property are owned by the City, but regularly used by Loaves. Loaves is responsible for routine cleaning, repair, operation and maintenance of these items.

- A) One (1) Sharp Microwave Oven Model R9330 (Serial No.149474).
- B) All furnishings such as tables and chairs; folding tables and chairs; sofas; movable bookcases and storage cabinets; movable filing cabinets, desks, and other office furniture; and carts and garbage receptacles.
- C) All kitchen wares such as cooking and eating utensils; pots and pans; coffeemakers; and plates, glasses and cups.
- D) All office, grounds maintenance and janitorial supplies such as paper and file folders; pens and pencils; brooms, vacuums, mops and towels; cleansers; and garden tools.

2. The following fixtures, appliances and personal property are owned by City:

- a. One (1) Zenith Color TV Model Z2512K (Serial #491-46100690) with wood storage stand.
- b. One (1) Magnavox VCR (VR9522ATOI Serial# 41297574).
- c. One (1) Sharp Copy Machine Model SF9800.
- d. One (1) Globe Commercial Meat Cutter Model A 3420.
- e. One (1) Techics Piano
- f. One (1) computer Pentium with creative compact disc & IBM Speakers.
- g. One (1) Monitor NEC JC1531VMA Serial # 25775532.
- h. One Hewlett Packard Printer DeskJet 682C.
- i. One (1) Panasonic Fax Machine FX-FPIOL.
- j. One (1) Sony Boombox.
- k. One (1) Kimball The Pro Entertainer Electric Organ.
- l. One (1) Culbransen Theatrum Organ.
- m. One (1) FARRAND Upright Piano.
- n. One (1) pool table and accessories.
- o. One (1) Prime-West Electronic Reader Board.
- p. All artwork, clocks, certificates, plaques, wall hangings, throw rugs and the like, except as listed under Section B of this Exhibit.
- q. Two (2) Carrier Heat Pumps (Serial Nos. HP150PQ00851QC and HP 250PQ008510QC).
- r. One (1) Mitsubishi Loosnay Heat Recovery System.

- s. One (1) Carrier Gas/Electric Heat Pump (Serial No. 4588C20117).
- t. One (1) Carrier Weather Maker Heat Pump (Serial No. 3089G67918).
- u. One (1) Raetone Commercial Freezer (Serial No. 08410R2).
- v. One (1) Fourmost Commercial Water Heater (Model No. DSID ASME 270-100G).
- w. One (1) Raetone Commercial Refrigerator (Serial No. 8317R13).
- x. One (1) Vulcan Autosan Dishwasher (Serial No. 7311500C).
- y. One (1) u.s. Range Commercial Oven and Grill.
- z. One (1) Type BC-IO steamtable (Serial No. 19F87).
- aa. One (1) internal sound system with 900 series in wall modular amplifiers and mini loudspeaker system.
- bb. Marantz 5 Disc CD Player Model #PMD370 and (1) Denon zone mixing amplifier.
- cc. Two (2) Quilts, one entitled "Quilt of Many Soldiers" and commemorating the Sherwood Centennial.
- dd. One (1) Imperial walk-in Cooler/Freezer.

3. In addition, City owns all property kept at Center that falls into the following generic classifications, unless otherwise indicated by this Exhibit:

- A) All fixed, stainless steel counters, sinks and like appurtenances in Center kitchen.
- B) All toilets, sinks and like appurtenances in Center bathrooms.
- C) All fixed floor coverings, fans, cabinets and shelving, lighting, water faucets, room partitions, drapes and window coverings, and like appurtenances throughout the Center.

#### B. THIRD- PARTY OWNERSHIP

The following fixtures, appliances and personal property are owned by third-parties, but kept on a regular basis at the Center. Other third-party property maybe kept temporarily at Center as part of activities scheduled as per Exhibit B.

##### **Rotary Inventory**

- U.S. Flag and Stand
- Banners
- Books, Pamphlets
- Shelves
- File Cabinet
- Rotary Wheel
- Misc. Decorations
- Bell
- Mallet

##### **Lioness Inventory**

- U.S Flag and Stand
- Banners
- Misc. Decorations
- Large Liberty Bell, Mallet
- Box of Fabric
- Misc. craft items

- Christmas and other decorations

**Presbyterian Church**

- Music stands (6)
- 16 channel mixing board with amplifier
- 2 main speakers and stands
- 2 monitors
- sound track with CD recorder, tape recorder
- 2 wireless microphones, 6 wired microphones
- Children's Toys
- Folding chairs (18)
- Refreshment Supplies (pitchers, cups, napkins, etc.)
- Video screen
- A-Board sign

**C. OTHER PROPERTY**

Any personal property housed at the Center and not listed in Section A or B of this Exhibit shall be deemed property of the City.

**TO:** Sherwood City Council

**FROM:** Craig Sheldon, Public Works Director

**SUBJECT: RESOLUTION 2011-097, A RESOLUTION APPROVING THE CONCRETE SIDEWALK REPAIR ASSISTANCE PROGRAM**

**ISSUE:** Should the City implement a concrete sidewalk repair assistance program.

**BACKGROUND:** In 2009, the City completed an inspection of all city sidewalks and identified 226 sidewalk deficiencies.

Chapter 12.08 of the Sherwood Municipal Code states that property owners abutting sidewalks are the responsible party for all sidewalk maintenance and repair in the City of Sherwood. In order to assist with sidewalk repairs, City Council asked staff to create a sidewalk repair assistance program to help property owners with the cost of sidewalk repair or replacement. Under the policy, the City will provide written notice to property owner of necessary sidewalk repairs or replacement, the property owner will have 60 days to comply. The property owner may choose to use the City's contractor and the assistance program or use a contractor of their own choice, at their own cost. If the owner chooses to use their own contractor, or make repairs themselves, the assistance program will not apply.

City Council approved the implementation of a sidewalk maintenance fee in the 2011/12 budget year. The fee was established to repair sidewalk deficiencies.

The assistance program, if approved, would allow for two types of repairs, shaving and or replacement (criteria is outlined in the policy). The City will obtain competitive pricing for each type of repair. If Council chooses to implement an additional charge for these repairs, the owner would pay the charges through their utility bill for a period up to twelve months.

If the owner does not correct the defect, or eliminate the hazard, or make the repairs, the City will construct or repair the sidewalk deficiency(s) and the owner will be responsible for all costs associated with the repair including the cost of notice, engineering, advertising and attorney's fees, in the form of an assessment lien.

**FINDINGS:** The City has deficiencies in our sidewalk system and implementation of the fee is necessary to make the repairs. The Concrete Sidewalk Repair Assistance Program is needed to assist property owners in making the repairs and deferring costs over a period of time. Council needs to determine what cost the property owner is responsible for (staff recommendation is \$25-\$50).

**RECOMMENDATION: RESOLUTION 2011-097, A RESOLUTION APPROVING THE CONCRETE SIDEWALK REPAIR ASSISTANCE PROGRAM**



**RESOLUTION 2011-097**

**APPROVING THE CONCRETE SIDEWALK REPAIR ASSISTANCE PROGRAM**

**WHEREAS**, the City Council approved implementation of a sidewalk maintenance repair fee in the 2011-12 budget year to identify and fund sidewalk repairs; and

**WHEREAS**, pursuant to the Sherwood Municipal Code Section 12.08, the City of Sherwood (City) assigns sidewalk responsibility to abutting property owners; and

**WHEREAS**, the city desires to provide an assistance program to assist property owners with the cost of repairing these deficiencies.

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

**Section 1.** The City Council authorizes the concrete sidewalk repair assistance program, as currently described in attached Exhibit A and as may be amended at a later date.

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

**Duly passed by the City Council this 6th day of December 2011.**

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

Attest:

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

# Concrete Sidewalk Repair Assistance Program CITY OF SHERWOOD OREGON

Public Works Department  
Website: [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov)

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## Overview

The goal of the Concrete Sidewalk Repair Assistance Program is to prevent and repair sidewalk trip hazards in a timely manner in the interest of public safety and welfare and to assist property owner with repair costs.

## Industry Practices for Responsibility of Sidewalk

According to the U.S. Department of Transportation, Federal Highway Administration (FHWA), city charters commonly specify that the city is not liable for any accidents or injuries incurred due to sidewalk conditions. Some charters assign complete responsibility of sidewalk maintenance to the owner of the adjacent property (i.e. City of Seattle, City of Portland, City of Ann Arbor).

Pursuant to the Sherwood Municipal Code Section 12.08, the City of Sherwood (City) assigns sidewalk responsibility to abutting property owners. This assistance program is in

no way intended to relieve property owners of their responsibilities, but rather it is intended to assist property owners with the cost of repairing or replacing sidewalks..

## Policy

### 1 Sidewalk Maintenance Criteria

Sidewalk trip hazards for the City of Sherwood are defined by the following criteria:

- Vertical separation greater than a 1/4"
- Horizontal separation greater than a 1/4"
- Obstructions located within the sidewalk area
- Other defects deemed necessary for repair

These criteria are based on current industry standards used by municipalities across the United States.

### 2 Responsible Party

Chapter 12.08 of the Sherwood Municipal Code states that property owners abutting sidewalks are the responsible party for all sidewalk maintenance and repair in the City of Sherwood. In order to assist with sidewalk repairs, the City has created this sidewalk repair assistance program.

### 3 Sidewalk Repair Assistance Program

The City of Sherwood Sidewalk repair assistance program utilizes limited funds collected from households and businesses in Sherwood. The City offers two options for repair: shaving or full replacement. The program can provide assistance to repair concrete sidewalks that meet the following criteria:

#### SHAVING:

- Vertical separation 1/4" to 2"
- Horizontal separation 1/4" to 2"
- Less than 25% of the total number of sidewalk panels on any given side of the property needs to be repaired.

#### FULL REPLACEMENT:

- Vertical separation greater than 2"
- Horizontal separation greater than 2"
- Less than 25% of the total number of sidewalk panels on any given side of the property needs to be repaired.

All other sidewalk repairs (i.e. spauling and/or holes) not meeting the criteria above are the responsibility of the abutting property owner and shall be repaired.

For repairs with less than two inches of vertical separation (based on standard sidewalk of 4”), shaving of the sidewalk may be an acceptable repair. When the City provides notice to the property owner it will include in the notice whether shaving the sidewalk is an acceptable repair. Shaving sidewalks is a much less expensive than full replacement of sidewalks. The Public Works Department, at their option, may decide to provide further assistance for these repairs by maintaining a list of Contractors that perform this type of work for abutting property owners to hire.

In areas where numerous sidewalk shavings are necessary, the Public Works Department may also assist by allowing an option for the responsible property owners to group the repairs together to obtain a more competitive price from a Contractor. The City would then complete the sidewalk shaving and bill the responsible property owner through their utility bill, divided into equal amounts over twelve months. The cost per shave is \$\_\_\_\_ and the cost for full replacement is \$\_\_\_\_. Non payment of these charges may be assessed, at the City’s discretion, upon the property in the form of an assessment lien.

#### **4 Sidewalk Repair Assistance Program Timing**

The City of Sherwood will be divided into four areas with each area programmed for sidewalk assistance repair once every five years. To begin the program the City will complete sidewalk repair in one area each year until all areas have received repairs. The City of Sherwood will utilize the sidewalk repair inventory to determine which areas should be treated first. After that the Public Works Department will determine which areas need repair based on the inspection program and may choose to do repairs in all areas during one year.

The City of Sherwood will evaluate all city sidewalks in December/January 2012 to identify all sidewalk areas that need to be repaired. Once this evaluation is complete, a schedule will be compiled, identifying and rating sidewalk repairs for each area. Customers will receive notification of any deficiencies abutting their property and the timeline for repair will be initiated. If the owner does not correct the defect, or eliminate the hazard in, or make the repairs to said sidewalk, or construct the sidewalk as required by said ordinance within sixty (60) days of the giving of the notice, or such longer time as the council by ordinance may specify, the city may construct or repair said sidewalk or sidewalks and assess upon each lot, parcel or part thereof its proportionate part or share of the whole cost of the same, including expense to defray cost of notice, engineering, advertising and attorney's fees, in the form of an assessment lien.

#### **5 Inspection**

The City’s Concrete Sidewalk Maintenance Program has two inspection components:

- 1) **proactive inspection** for sidewalk trip hazards and completed by city staff every three years
- 2) **reactive inspection** of sidewalk trip hazards from public complaints.

Proactive inspection involves City Public Works staff regularly surveying City sidewalks for damage. Reactive inspection involves investigation by the Public Works Staff in response to public complaints.

### **5.1 Proactive Inspection**

Public Works staff conducts field reconnaissance of potential sidewalk trip hazards on a daily basis when completing their other tasks. In addition, specific sidewalk inspections are completed to identify sidewalks with tripping hazards. Public Works compiles the information collected into a master list identifying the tripping hazards. Comprehensive sidewalk inspections will be completed once every three years.

Upon identification of a sidewalk trip hazard, Public Works staff executes one of the following actions:

- Alert sidewalk users of the hazard by spray painting in white and notify the responsible party via certified mail that permanent or temporary patch work must be completed within required time frame of 60 days.

### **5.2 Reactive Inspection**

In response to complaints from the public, the Public Works Department will inspect the area and inform the property owner of any identified deficiency.

## **6 Levels of Priority**

Sidewalk repairs are limited by funding and manpower, prompting the need for a prioritization of repairs. The following priority levels are used for scheduling of repairs:

1. Locations where a pedestrian has tripped are top priority for action.
2. Sidewalk defects that are considered sidewalk trip hazards and are located within a high-volume pedestrian area are second priority.
3. Sidewalk defects that are considered sidewalk trip hazards and are not located within a high-volume pedestrian area are third priority.
4. Public complaints on sidewalk defects that are not considered sidewalk trip hazards and do not involve actual sidewalk trip incidents are fourth priority.

## **7 City Standards**

City standards are updated periodically based on new information and technology. The data collected from the City's Concrete Sidewalk Repair Assistance Program provides valuable information regarding maintenance requirements.

## **8 Sources of Funding**

City Council approved implementation of a sidewalk maintenance repair fee in the 2011/12 budget year. The fee is currently in place for five years and provides a specified amount for each year to be allocated for repairs.

**TO:** Sherwood City Council

**FROM:** Tom Nelson, Economic Development Manager

**SUBJECT: “Transforming Main Street” Level Approval, Resolution 2011-098**

**Issue**

Should the Sherwood City Council support the BOOTS (Businesses of Old Town Sherwood) application to the Oregon Main Street office for the “Transforming Main Street” level?

**Background**

Sherwood was designated in 2008 as an Oregon Main Street “Exploring Main Street” Community. The next level of designation is the “Transforming Main Street” level. The City has supported BOOTS (Businesses of Old Town Sherwood) in its efforts to incorporate the National and Oregon Main Street model in its preservation and support of Old Town. This next level of designation provides additional benefit and assistance to the community. The application for this designation requires a resolution of support from the City Council. A copy of the guidelines which detail the Oregon Main Street program is attached.

**Other Factors:**

- BOOTS needs the City’s continued support in its effort to implement the Main Street Program in Old Town Sherwood.
- BOOTS has progressed to the point that it needs to be at this next level
- The Oregon Main Street program application requires City Council support

**Financial Analysis**

There is no cost at this time. As with most Main Street Programs, BOOTS may seek additional funding assistance from the City at some point in the future.

**Recommendation**

Staff recommends that the City Council adopt Resolution 2011-098 to approve the BOOTS application for the “Transforming Main Street” level in the Oregon Main Street Program.



**RESOLUTION 2011-098**

**A RESOLUTION SUPPORTING BOOTS (BUSINESSES OF OLD TOWN SHERWOOD) IN ITS APPLICATION FOR “TRANSFORMING MAIN STREET” LEVEL TO THE OREGON MAIN STREET PROGRAM**

**WHEREAS**, Oregon Main Street has been established to assist cities and towns in developing a public/private effort to revitalize urban neighborhood and traditional central business district areas; and

**WHEREAS**, Oregon Main Street will accept new cities or towns to participate at the Transforming Downtown level and receive technical assistance from Oregon Main Street; and

**WHEREAS**, the preservation and promotion of Old Town Sherwood is a priority for the City of Sherwood; and

**WHEREAS**, the City of Sherwood has supported BOOTS as the organization responsible for the preservation and promotion of Old Town and its activity at the “Exploring Main Street” level; and

**WHEREAS**, the City of Sherwood desires to participate at the “Transforming Main Street level.

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

**Section 1.** That the City endorses the submission of this application, attached as Exhibit A, and agrees to participate in the development and support of the local Transforming Downtown Program for the duration of its existence.

**Section 2:** The City of Sherwood endorses the goal of economic development of the designated downtown district within the context of the preservation and rehabilitation of its historic commercial buildings, recognizing that the Main Street Approach is one of many economic and community development tools utilized by a locale and that it is location specific.

**Section 3:** That the City of Sherwood supports the establishment of a downtown program representative.

**Section 4:** The City of Sherwood recognizes that a commitment to commercial district revitalization is an ongoing process requiring long-term attention, community

support and involvement, and a full public/private partnership that is expected to last indefinitely.

**Section 5:** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 6<sup>th</sup> day of December 2011.**

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Keith S. Mays, Mayor

Attest:

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Sylvia Murphy, CMC, City Recorder

# OREGON MAIN STREET: Transforming Downtown Level 2011 Application Guidelines

**IMPORTANT DATE for 2011 APPLICATION PROCESS:**  
Application and 3 Copies Due: December 5<sup>th</sup>, 2011, 4:00pm



Sheri Stuart, Coordinator  
Oregon Main Street  
725 Summer St. NE, Suite C  
Salem, OR 97301  
[sheri.stuart@state.or.us](mailto:sheri.stuart@state.or.us)

[www.oregonheritage.org](http://www.oregonheritage.org)

*Oregon Main Street is administered by the State Historic Preservation Office,  
Oregon Parks and Recreation Department*

## PREFACE

This manual contains information for communities submitting applications to enter the **Transforming Downtown Level** of Oregon Main Street. Before filling out the application, please read these guidelines and review the application carefully.

The questions you and others will seek to answer and the goals you articulate may help to provide direction to your downtown revitalization efforts and make your community a better candidate for the Oregon Performing Main Street Program in coming years.

Further information concerning the Oregon Main Street Program may be obtained from:

Sheri Stuart, Coordinator  
Oregon Main Street Program  
725 Summer St. NE, Suite C  
Salem, OR 97301  
sheri.stuart@state.or.us

## Requirements

**Original plus 3 copies** of the application are to be provided. All photos become the property of Oregon Main Street.

## **OREGON MAIN STREET OVERVIEW**

### **I. INTRODUCTION**

Oregon Main Street provides assistance, training, and technical services to communities who want to strengthen, preserve, and revitalize their historic downtown commercial districts. It is a locally driven process following the proven Main Street Approach® which is a practical and comprehensive model capitalizing on downtown's unique assets. The goal is to build high quality, livable, and sustainable communities that will grow Oregon's economy while preserving historic resources and maintaining a sense of place. Oregon Main Street is administered by the State Historic Preservation Office (Oregon Parks and Recreation Department).

There are 73 communities currently participating in one of the three levels of the Oregon Main Street Network: Performing Main Street, Transforming Downtown, and Exploring Downtown. Over 2,000 communities in over 40 states have initiated this program nationwide.

#### **Historic Preservation = Economic Development**

In 2010, Oregon Main Street's "Performing Main Street" level communities (Albany, Baker City, Corvallis, McMinnville, Oregon City, Salem and Roseburg) saw:

- \$15.21 million total public and private investment in physical improvements
- 100 building improvement projects
- 65 net new businesses
- 218 net new jobs
- 12,110 total volunteer hours
- \$222,458 monetary value of volunteer hours

#### **THE MAIN STREET APPROACH TO DOWNTOWN REVITALIZATION**

While commercial district revitalization can be addressed in many ways, the underlying premise of the Main Street approach is summed up in the program goals – to encourage economic development within the context of historic preservation. This approach advocates a return to community self-reliance, empowerment, and the rebuilding of commercial districts based on traditional assets, unique architecture, personal service, local ownership, and a sense of community.

The Main Street Approach is incremental and will not produce wholesale, immediate change. Expensive improvements, such as pedestrian malls constructed with once plentiful public funds, often fail to address the underlying causes of commercial district decline and do not always produce the desired economic results. If a long-term revitalization effort is to succeed, it will require careful attention to every aspect of downtown – a process that takes time and requires leadership and local capacity building. The Main Street Approach should be seen as one of many tools that a community utilizes to generate economic and entrepreneurial growth. Also, while they may be an important component of an overall plan for downtown revitalization, communities should not confuse substantial public improvement projects for the Main Street Approach.

A local Main Street program is *not* designed to tackle the bigger issues of an entire community. The focus is limited to revitalization of the central business district. This certainly takes into account that a healthy, economically viable, and attractive downtown is important to the whole community's overall health and vitality. Both the public and private sectors of the community must be involved and committed for a local Main Street program to succeed. Each sector has an important role to play and each must understand the other's needs, strengths, and limitations so that an effective partnership can be created.

## **II. MAIN STREET'S FOUR POINT, EIGHT-PRINCIPLE APPROACH**

The Main Street methodology addresses the following four areas of concern and combines activities in these areas to develop a community's individual strategy for redeveloping downtown. The four focus areas are:

### **A. Organization**

The Main Street approach to downtown revitalization requires the effort of the entire community. The merchants, property owners, local government officials, residents, and civic leaders must agree to support common goals for revitalization and join together in a partnership for funding and supporting the local Main Street program for the long term. The downtown organization and the local Main Street Executive Director or Program Manager are key players. A local Executive Director or Program Manager is necessary to act as an advocate for the downtown and to coordinate the various efforts of individuals and groups to ensure that all are working together to develop the downtown. Volunteer involvement from throughout the community is essential for the program to succeed.

### **B. Promotion**

The promotion of the downtown as a single, unified commercial area – in the same way that a major shopping mall is promoted – will help attract customers and strengthen Main Street's role as a viable business center. The downtown organization can coordinate an aggressive promotion and marketing campaign that includes a program of special events and business promotions. If it is to thrive, the downtown must improve both its self-image and the image it projects to potential customers and investors.

### **C. Design**

Good design is essential to all aspects of downtown revitalization. The Main Street design philosophy seeks to utilize and enhance those elements of quality design that remain in each building and encourage appropriate renovation strategies. Good design must be extended to include promotional literature, store windows, merchandise displays, public improvements, and street amenities.

### **D. Economic Restructuring**

Economic Restructuring seeks to change the ways in which downtown "works" by restoring many of the elements that Main Street has lost over the past few decades. While many small downtowns may not regain their dominance as primary retail centers, careful economic and market analysis usually confirms that they can maintain economic strength by diversifying the present mix of retail uses and by attracting new retail and non-retail functions, including office,

recreation, services, and residential uses. Business retention and recruitment, development of effective merchandising techniques, encouraging entrepreneurial reuse of upper floors for downtown housing and office space, and better utilization of existing and potential recreational assets are all aspects of Economic Restructuring.

Successful Main Street Programs are usually structured as non-profit corporations guided by an active working board. Four standing committees that correspond to the four points develop projects and work plans for implementation. Local programs hire a paid director to help coordinate the efforts of volunteers and implement the program.

### **Eight Guiding Principles**

Countless experiences in helping communities bring renewed life to downtown have shown time and again that Main Street Four-Point Approach succeeds only when combined with the following eight foundation principles:

#### **1. Comprehensive**

A single project cannot revitalize a downtown or commercial neighborhood. An ongoing series of initiatives of the four points is vital to build community support and create lasting progress.

#### **2. Incremental**

Small projects make a big difference. They demonstrate that “things are happening” on Main Street and hone the skills and confidence the program will need to tackle more complex problems. Over time, small changes make a dramatic difference in the commercial district.

#### **3. Self-help**

Oregon Main Street can provide valuable direction and hands-on technical assistance, but only local leadership will bring long-term success by fostering and demonstrating grassroots community involvement and building local capacity, entrepreneurship and commitment to the revitalization effort.

#### **4. Public/Private partnership**

Every local Main Street Program needs the support and expertise of both the public and private sectors. Both local government and the private sector bear responsibility for funding and the local Main Street Program.

#### **5. Identifying and capitalizing on existing assets**

To avoid mistakes or create false expectations, one of Oregon Main Street’s key goals is to empower communities to recognize and make the best use of their unique offerings. Local assets provide the solid foundation of a successful Main Street initiative.

#### **6. Quality**

From storefront design to promotional campaigns to graphics to special events, quality must be the goal. The local Main Street Program and the commercial district must be synonymous with quality.

#### **7. Change**

Changing community attitudes and habits is essential to bring about a commercial district renaissance. A carefully planned Main Street Program will help create paradigm shifts that change public perceptions and practices to support and sustain the revitalization process.

## **8. Action-oriented**

Frequent, visible changes in the look and activities of the commercial district will reinforce the perception of positive change. Small, but dramatic improvements early in the process will remind merchants and the community that the revitalization effort is under way. This requires the hands-on involvement of program leaders, staff, and volunteers.

## **III. SERVICES PROVIDED TO TRANSFORMING DOWNTOWN LEVEL COMMUNITIES**

The primary emphasis of the **Transforming Downtown** level is to provide technical assistance to communities selected during their program's formative years. Selected cities can expect to receive the following types of assistance.

- A. Reconnaissance Visit
- B. Assistance in hiring a downtown Director/Program Manager
- C. Developing Mission and Vision Statements
- D. Board and Committee Roles and Responsibilities Training
- E. Development of a First Year Work Plan
- F. Regional Training & Annual State Conference
- G. Quarterly Network Meetings
- H. Scholarships and discounts to national conferences
- I. Public Relations Assistance
- J. Telephone Consultation
- K. First Year Membership in the National Main Street Network
- L. Technical Assistance Visits
- M. Access to the Oregon Main Street Program's Resource Library and Four-Point Files
- N. Access to the Oregon Main Street listserve

### **A. Reconnaissance Visit**

An initial visit by the State Coordinator will be scheduled shortly after a community has been selected for the Transforming Downtown program, to determine the technical assistance needed for the local downtown program.

### **B. Assistance in Hiring a downtown Manager/Executive Director**

If during the participation in the Transforming Downtown Program the local organization decides to hire a manager/director, Oregon Main can assist the community by providing an outline of the hiring process; developing a job description; providing information to free job listing services, such as the National Trust's Main Street; and participating in interviews.

### **C. Developing Mission and Vision Statements**

A basic premise for any organization is to understand and state a clear mission, or purpose for the organization. A vision statement is developed to build community consensus as to how downtown should be improved. Oregon Main Street assists with mission statement development and can facilitate a visioning work session.

### **D. Board and Committee Roles and Responsibilities Training**

Oregon Main Street staff works with downtown organization boards to clearly review the role of the non-profit board and the role of staff and committees.

**E. Development of a First Year Work Plan for Downtown**

Oregon Main Street Program will facilitate a board retreat to establish specific goals and objectives for the local Main Street Program and then work with committees to identify projects, tasks, budgets and timelines to meet the goals and objectives.

**F. Regional Training and Annual State Conference**

The local program representative and a minimum of two local volunteers, board, or committee members are required to attend any statewide training sessions held in various locations throughout the state. These training sessions will cover a wide variety of topics including design education, market analysis, fundraising, marketing, and promotion.

**G. Quarterly Network Meetings**

Quarterly Main Street Network meetings will be held to provide an opportunity for you to expand your skills base and to build a stronger OMS network. These meetings will rotate among our Performing Main Street and Transforming Downtown towns to give you a chance to see firsthand what is happening throughout the state. The proposed schedule is to meet for lunch on the first day of the meeting and then have an opportunity to hear brief updates from each program on current projects and activities. The first day will be open only to Performing Main Street and Transforming Downtown communities. The second day will be a focused training on a topic mutually agreed upon by the group in advance and will be open to all Oregon Main Street Network communities.

**H. Discounts and Scholarships**

A limited number of scholarships will be made available to cover the registration cost for community representatives to attend the National Main Streets Conference. In 2012, the conference will be held in Baltimore, Maryland.

**I. Public Relations Assistance**

Oregon Main Street staff will work with local programs to help generate community interest. Information about each community's program and progress will be included in Oregon Main Street's media releases and marketing materials.

**J. Telephone Consultation**

Oregon Main Street staff is available to the local program representative for telephone consultation and advice on any downtown issue.

**K. First Year National Trust Main Street Network Membership**

It is recommended that Transforming Downtown Communities become members of the National Main Street Center. Communities receive access to "Members Only" area of the NMSC website, discounts to attend the National Main Street Conference, and monthly newsletters. Dues are \$250 per year. If your program is not currently a member, the Oregon Main Street Program will pay this membership fee for the first year that a community participates in the Oregon Transforming Downtown Program. In the second year, the local program is expected to pay these membership dues.

**L. Customized Technical Assistance**

The Oregon Main Street Coordinator will determine in conjunction with the local contact person the specific technical assistance for the local downtown program based on the community's needs. Experts may be contracted to work in the community for 1 to 2

days. The local program representative and partners will work with the Oregon Main Street Program to help define the focus for the visit. Oregon Main Street establishes attendance requirements to ensure broad information exchange at the local level.

**M. Access to the Oregon Main Street Program Resource Library and Four-Point files**

Oregon Main Street has a downtown revitalization library and Four-Point file with sample projects and ideas. Information from the Resource Library or Four-Point file system is provided at no fee to communities. Communities are responsible for replacement costs of any lost material.

**N. Access to the Oregon Main Street Listserve**

#### **IV. TIME REQUIREMENTS**

Communities at the Transforming Downtown level are required to have a local program representative dedicated to a minimum of twenty per cent (20%) of their time (an average of one day per week) to downtown revitalization through the Main Street Approach. This includes time working with the State Coordinator or contractors that will work with the communities during the agreement period. The local program representative can be a volunteer or paid employee from the local government, local non-profit organization, membership organization, or other organization with a commitment to downtown revitalization. The local community must understand that a long-term commitment to the downtown revitalization will require the formation of an organization and paid staff.

Typical responsibilities for this local program representative will be to make arrangements for meeting space, notify partners of upcoming meetings, coordinate community announcements, lead activities for local organization efforts, and attend required trainings and workshops. To be effective with these responsibilities, a Transforming Downtown program must provide office space for the local representative to coordinate these activities, have access to printing and mailing, have email/internet access, and access to computer.

#### **V. ELIGIBILITY REQUIREMENTS**

Any city, town, or downtown organization that meets the following requirements is eligible to apply for participation in the 2011 round at the Transforming Downtown level:

1. All cities in the State of Oregon are eligible to apply at the Oregon Transforming Downtown level, that are under 50,000 in population. In larger metropolitan areas, applications may be for distinct neighborhood commercial districts rather than for the traditional central business district. Communities larger than 50,000 population must contact the Oregon Main Street Coordinator for eligibility.
2. The boundaries/primary focus area of the organization must be that of a traditional downtown or neighborhood commercial district – basically a “Main Street district.” This area must be:
  - a. A traditional central business district and center for socio-economic interaction.
  - b. Characterized by a cohesive core of historic or older commercial and mixed-use buildings that represent the community’s architectural heritage. It may also include compatible in-fill development.
  - c. Have a sufficient mass of businesses, buildings, and density to be effective.
  - d. Typically arranged with most of the buildings side-by-side and fronting the sidewalk along a main street with intersecting side streets.

- e. Compact, easily walkable, and pedestrian-oriented.

In general, districts containing newer low-density automobile-oriented commercial development (e.g., sprawl), strip malls, and enclosed shopping/entertainment centers will not qualify for designation unless they are fully integrated into the fabric of a traditional “Main Street district.”

## **VI. LOCAL COMMITMENT TO APPLY AT THE TRANSFORMING DOWNTOWN LEVEL**

Communities selected to participate at the Oregon Transforming Downtown level must agree to:

### **A. *Guarantee a dedicated local program representative***

### **B. *Guarantee adequate support for the local program representative***

Each community is encouraged to generate in-kind or paid assistance from the local municipality, private business, or through a volunteer organization. This is considered very important for the long-term viability of a program.

### **C. *Organize a downtown revitalization organization***

A lasting downtown revitalization effort will only succeed in communities having a well structured, ongoing, and active downtown development organization. Such groups assume responsibility for certain tasks such as downtown promotions, facilitation of private sector building improvements and other cooperative projects. The downtown organization is responsible for establishing the overall direction of local revitalization efforts, program budget, and staffing. This organization should ultimately become a major resource for local government on all matters affecting the downtown. This entails building a certain amount of trust and understanding of each entity’s interrelated role.

### **D. *Commit to learning and using the Four-Point Main Street Approach and Eight Guiding Principles***

Successful downtown organizations work systematically through a workplan stating goals and objectives based on the Four-Point, eight-principle Main Street approach to downtown revitalization – concentrating attention on issues related to Design, Organization, Promotion, and Economic Restructuring. While the approach is tailored to each community, all technical assistance is geared to this successful model.

### **E. *Participate in training sessions* scheduled by OMS throughout the year. Program representative’s attendance at managers’ meetings is mandatory unless excused by the OMS Coordinator.**

### **F. *Complete the Application Process.***

### **G. *Participate in training sessions* scheduled by OMS throughout the year.**

Program representative’s attendance at manager’s meetings is mandatory unless excused by the OMS Coordinator.

#### **H. Enter into a Memorandum of Agreement with Oregon Main Street.**

Oregon Main Street's ability to assist a community in the revitalization of its downtown is dependent upon the level of local commitment and involvement. For this reason, Oregon Main Street asks the local government to pass a resolution that endorses the local application effort. And, if selected, have the sponsoring entity sign a Memorandum of Agreement with Oregon Main Street that clearly specifies the responsibilities of the local program and those at the Transforming Downtown level.

### **VII. THE SELECTION PROCESS**

A formal written application must be submitted to the Oregon Main Street office by December 5, 2011. After the application deadline, the Oregon Main Street coordinator will convene a Review Committee to assess and score applications and make recommendations to the coordinator. The coordinator and the Review Committee may ask for additional information to clarify an application before selecting communities. It is the intent of Oregon Main Street to announce the selection of Transforming Downtown communities in January 2012.

Completed applications – original plus three (3) copies – must be received at the following address by **4:00 PM, December 5, 2011.:**

Sheri Stuart, Coordinator  
Oregon Main Street  
725 Summer St. NE, Suite C  
Salem, OR 97301

To deliver in person, call for directions.

An application will be considered complete if all questions are answered in the allotted space, all attachments requested in the application are included, and the original application plus three (3) copies are submitted. **Applications may be rejected if not complete.**

### **VIII. GENERAL SECTION CRITERIA**

The following general criteria will be used to evaluate all Transforming Downtown applications.

1. Fulfillment of eligibility requirements.
2. Strong commitment from the municipal government and various private sector organizations to support the local revitalization efforts and a clear understanding that the Main Street Approach is a process that will require commitment.
3. Designate a local program representative for a minimum of 20% time commitment and provide support for the local program.
4. The community's need for commercial district revitalization/preservation.
5. The likelihood that demonstrable change will occur in the commercial district as a result of the community's participation in the Transforming Downtown Program.
6. Past record of community development efforts.

7. The community's readiness to begin a downtown revitalization effort.
8. Broad-based community support.

## **IX. APPLICATION OVERVIEW**

### **Section I – Community Characteristics**

To give a better picture of the community, this section covers questions about community demographics, competing commercial areas, and residential attributes. Asks for a brief description of the proposed downtown area. Community is defined as the city or area as a whole, including commercial and residential areas.

### **Section II – Downtown Characteristics**

This section gives applicants the chance to describe the target area for revitalization efforts. It examines various characteristics of the district including predominant uses, assets, liabilities, and the condition of the built environment.

### **Section III – Historical Identity**

This section relates to a community's historic preservation efforts. The applicant is requested to provide information for any completed or planned historic preservation projects.

### **Section IV - Program Goals - Need**

It is important for the Oregon Main Street team to understand the needs, goals, and expectations for your downtown program.

### **Section V – Readiness to Participate**

Designed to assess a community's ability to begin a downtown program, this section includes questions about the groups and partners involved in downtown revitalization, interest in learning about downtown revitalization, and your efforts to inform the community about these efforts.

### **Section VI - Support**

This section examines how your community has supported downtown revitalization through past and planned projects, programs, and activities. This section also provides more information about the local program representative proposed in your application. Finally, we want to understand how your local program will be supported. A general budget is required showing the value of services that will be provided by your local program.

To demonstrate the partnerships and support for your application and downtown revitalization, up to 20 letters of support may be attached.

## **X. APPLICATION GUIDELINES**

Applications must be submitted following the 2011 Transforming Downtown application format. Alternative formats will not be accepted. Unless otherwise noted, answers must be limited to the space provided. Do not use a font smaller than 11 points.

A well-organized application facilitates review. Each application should be securely bound or attached with staples or binder clips. Attachments should be confined to an 8½" x 11" format. Items can be folded or reduced to fit this size but must be bound in the application.

### **Completing the Application**

The application is not intended to be completed by any single individual. Your partners and local government are expected to contribute to the application. It is also not intended to burden your organization with research, surveys, and extensive writing. As a suggestion, the following is an approach to completing the application;

- 1) Conduct at least 2, not longer than 3-hour, meetings with representatives from all partners with a stake in the downtown to: a) define your downtown area, b) define priorities for downtown, c) list previous and planned downtown improvement projects/programs, d) list greatest assets and liabilities, e) expand list of partners, f) compile commitments to the program (budget), g) divide up writing and data sections of the application, and h) set due dates: **6 hours meeting, 2 hours to type up notes**
- 2) Ask the city to draft map of the downtown area defined in the meetings
- 3) Schedule a work session and consideration of resolution with the City Council: **4 hours**
- 4) Request maps from the City Planning Department, divide up survey areas, and conduct half-day survey of Business/Service Types and take photos (Question 28-38), compile results
- 5) Send information about the program and request for support letters to community partners and organizations (with date needed): **2 hours**
- 6) Conduct at least one community open house to inform community members about the program or meet with local service organizations to tell them about your proposal (**8 hours**)
- 7) Write, compile, fill-in application (**Should not take more than 20 hours**)
- 8) Edit, proofread, review your checklist, make copies and send in application (**6 hours**)

Various other individuals or constituent groups can be involved with completing the application as well. City or town government will need to be a close partner in completing the application.

Applications and all attached materials become the property of Oregon Main Street. If photographs are copyrighted or need attribution, this must be clearly stated.

Do not include materials in the application that have not been requested, such as oversized maps, brochures, etc. **One copy of any downtown plan, survey, or study completed in the past five years may be included with the original application only.**

## **XI. HELPFUL HINTS**

For assistance, please contact **Oregon Main Street**:

Sheri Stuart, Coordinator  
Oregon Main Street  
(503) 986-0679  
[sheri.stuart@state.or.us](mailto:sheri.stuart@state.or.us)

### **HINTS:**

- Research the Main Street approach and downtown revitalization.
- Conduct a public presentation, inviting the Oregon Main Street Coordinator to present the Main Street Approach to others in your community.
- Complete the entire application, including all supplemental information and attachments. Answer every question.
- The downtown target area should be the well-defined historic commercial core of your community. Select an area that has the strongest concentration of commercial buildings. Avoid the temptations to include many peripheral areas with mixed uses, scattered buildings, and vacant land. Part of the assistance that will be provided by the Transforming Downtown Program will be to review this area and help your community refine this area.
- Broad-based community participation is essential to a successful downtown program. Letters and resolutions of support from a wide range of organizations offer a strong indication of community commitment. We encourage you to think of the application process as a tool to seek community opinions and to build partnerships. Groups that you may wish to solicit for support are: businesses, residents, shoppers, hospitals, schools, local organizations, government (municipal), individual merchants, chambers of commerce, tourism/convention and visitor bureaus, historical societies, financial institutions, arts associations, civic organizations, realtors, property owners, and other constituents. Letters of support should explain the writer's commitment to the Downtown Program including: financial support, in-kind contributions, volunteer time or interest in the program. You may include up to 20 letters of support in the same application binder. Additional support letters will not be considered. Form letters are strongly discouraged.
- Understand that revitalization is a long-term process of improvement that must involve the entire community. Main Street is an incremental and continuous process for downtown revitalization.
- The application is designed to be completed by staff and volunteers. It represents an opportunity for you to learn more about your community and gain public input for the revitalization process.
- Proofread the application! Use the application checklist to assure a complete submission.

## **XII. SPECIFIC APPLICATION INSTRUCTIONS**

### **Cover Page**

### **Applicant Information (Page 2)**

Answer as directed. Note that the Contact Person should be the person the Oregon Main Street Program may contact for more information. For question 11, if there currently is no downtown organization enter “none”, but if your team is acting as a committee or task force under an existing organization, enter the name of that organization and answer the additional questions. Population totals should be those recorded by the 2010 U.S. Census.

### **Local Assurances and Authorization (Page 3)**

The preparer and the Organization or the City Official (whichever is the lead applicant for the Transforming Downtown Program should complete and sign the appropriate section.

### **Section I – Community Characteristics – Resources and Asset Identification**

- 1 Briefly summarize your community’s history of development and significant factors and events that have occurred downtown. For most communities the “community” is the city area. Local organizations, city staff, the library, and local historical society should assist you with this description.
- 2-4 Questions 2 to 4 refers to the entire community, not just the downtown area. Get this information from your local government, internet sites, or U.S. Census.
- 5-6 Community assets broadly include those things that the community values, both physical and social. They can include geographic features, infrastructure, historical features, park system, quality of life attributes, etc.
- Liabilities are those physical features, social qualities, or perceptions that features that you feel may limit the success of the community.
- 7-11 Questions provide background information on your community. Your City planning staff or City Manager will know the answers to many of the questions, including what awards the City has received.

### **Section II – Downtown Characteristics**

The “Downtown” area is the compact commercial area that you and your partners have agreed to focus on for downtown revitalization. See the notes in “Helpful Hints” Section XII about selecting the area.

- 12-13 Downtown assets are more specific things that the community values, both physical and social. This could include such things as the

buildings, roads, views, parks, gathering places, and trees to name a few. Consider the things that make your downtown unique.

Liabilities are those physical features, social qualities, or perceptions that you feel do not support the character of the downtown that the community wants to preserve and develop. This could include vacant lots, abandoned buildings, lack of sidewalks, inappropriate signage, etc.

- 14-25 If you do not have this information, a quick walking survey of your downtown area using a tally sheet can provide the information needed. See suggested approach in Section XI – Completing the Application. The County Assessors Office can provide you the assessed property value (Question 30) within the area if you provide them with a map of the Downtown Area. The Assessor can also provide you with a list of property owners within the same area, that will provide you with the answer for Question 34. Realtors or interviews of several downtown businesses can provide an approximate average rental rate for Question 31.
- 26-27 Check with your Planning Board, city manager, or city planner if you do not know the answers.
- 28-30 Self-explanatory
- 31 This question may require some research and investigation. Your team, the chamber of commerce, and your local business owners can usually tell you what commercial areas compete with your downtown businesses. Asking your friends and downtown shoppers is also a good way to gather this information and provides an opportunity to tell them about this program.
- Include a map of your downtown area.

### Section III – Historical Identity

- 32 Answer as directed. If you do not have a historic inventory, this can be “**approximate**” based on a quick downtown survey. Invite an architect or local historian to help you with the survey.
- 33-35 Your local building official and local historian are the best resources for this information.

### Section IV – Program Goals – Need

- 36 Answer as directed. Ideally, responses will reflect community consensus rather than opinion of a few people.
- 37 Answer as directed. Goals described should reflect planning and zoning efforts by your municipality in regards to downtown housing, green space, and commercial development. Your downtown plan

should be consistent objectives of the Comprehensive Plan, Urban renewal plans, or other downtown plans adopted by the City Council.

- 38 If your community has set specific goals for the commercial area, such as developing second story affordable housing, establishing a retail incubator, expanding City Hall, attracting a downtown grocery store, etc.; include these goals for this question.

#### **Section V – Readiness to Participate, Willingness to Share**

- 39 Answer as directed. What are your strengths that will ensure a successful program for many years to come?
- 40 Briefly describe the local organizations and partnerships that have worked on previous and current revitalization efforts. If there were previous groups, describe their accomplishments and why their efforts were discontinued.
- 41 Please note all individuals who worked on the application and note which sections they were responsible for.
- 42 We are interested in your efforts to involve others in your community in the application process. The demonstration of local support for the Transforming Downtown Program is important. Attach up to 20 letters of support or other evidence of support for your local program from citizens, businesses, property owners, industries, corporations, civic groups, clubs, churches, financial institutions, media, etc.
- Letters of Support should be included in the application.
- 43 List the names and dates of people who have attended the application workshop and previous presentations or conferences on downtown revitalization.

#### **SECTION VI – Support and Funding – Public/Private Sector Commitment**

- 44 Answer as directed. Will they provide financial and/or in-kind support? Have they committed to investing in downtown public improvements?
- 45 A resolution by the local government supporting the downtown revitalization effort and supporting the application. Label as “Municipal Support ”.
- 46-47 Answer as directed. Question 46 asks about the previous activities in the downtown area, such as streetscape improvements, banners, crosswalks, benches, flower baskets, public art, building plaques, façade improvements, awnings, etc. Question 47 asks what similar projects are planned for the next two years.

48 Tell us more about the qualifications of designated local program representative and other support staff committed to your program. If the individual is part of another organization, explain the commitment from that organization and how the time of this individual will be managed. How much flexibility will there be in the schedule of the local representative?

**Budgets** While each community selected to participate at the Transforming Downtown level is expected to demonstrate commitment to their downtown program for the initial two years, revitalization is an ongoing effort. At the Transforming Downtown level, we understand that communities are learning how to establish the organization, funding, and programs that will sustain these efforts.

The applicant must include estimated budgets for the first two years of the local downtown program. For the salaries and payroll added costs (PAC); if the local program representative is a salaried person allocated to the program, show the amount in the "Cash" category. If this person is a volunteer, show the estimated value of that time in the in-kind budget line. If there is some compensation being paid to the program representative, show this amount in the cash budget line, and the donated (or salary balance) in the in-kind budget line. The same guidance applies to the support staff budget. Be prepared to document all income and funding sources if requested.

For all other budget categories, show only those expenses paid by the local organization (through cash donations, fundraising, sponsors, etc.) in the "Cash" budget line. All other volunteer and committed support from the partners, should be shown as "in-kind".

For all donated (in-kind) goods and services (e.g. staff support, office supplies, etc.) provide a letter from the individual or duly authorized representative of the organization that is providing the donation. Include in the letter what is being donated, for how long it is being given, and current fair market value of the donation. Include these commitment letters in your application.

### **Sample Letter and Resolutions**

Samples of required resolutions and letters of support are included in the following pages. These samples are intended only as a guide. Adapt them to meet your own community's needs.

### **XIII. SAMPLE CITY RESOLUTION**

A resolution authorizing participation at the Transforming Downtown level.

WHEREAS, Oregon Main Street has been established to assist cities and towns in developing a public/private effort to revitalize urban neighborhood and traditional central business district areas, and

WHEREAS, Oregon Main Street will accept new cities or towns to participate at the Transforming Downtown level and receive technical assistance from Oregon Main Street,

WHEREAS, the City/Village/Hamlet of \_\_\_\_\_ desires to participate at the Transforming Downtown level,

NOW THEREFORE LET IT BE RESOLVED BY THE CITY COUNCIL/BOARD OF SELECTMEN: OF THE CITY/TOWN OF \_\_\_\_\_.

SECTION 1. That the City/Village/Hamlet of \_\_\_\_\_ endorses the submission of this application, and agrees to participate in the development and support of the local Transforming Downtown Program for the duration of its existence.

SECTION 2. Endorses the goal of economic development of the designated downtown district within the context of the preservation and rehabilitation of its historic commercial buildings, recognizing that the Main Street Approach is one of many economic and community development tools utilized by a locale and that it is location specific.

SECTION 3. That the City/Village/Hamlet of \_\_\_\_\_ supports the establishment of a downtown program representative.

SECTION 4. Recognizes that a commitment to commercial district revitalization is an ongoing process requiring long-term attention, community support and involvement, and a full public/private partnership that is expected to last indefinitely.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor/Chair, Board of Selectmen/Municipal Administrative Officer

\_\_\_\_\_  
Attest

**XIV. SAMPLE RESOLUTION (\*NOTE, only needed if there is a new or existing organization responsible for the local downtown program.)**

A resolution authorizing participation at the Transforming Downtown level and designating a representative(s) of the \_\_\_\_\_ to assist in coordinating all program application activities.

WHEREAS, Oregon Main Street has been established to assist cities and towns, in developing a public/private effort to revitalize historic urban neighborhood commercial areas and traditional central business districts and,

WHEREAS, Oregon Main Street will accept new cities or towns to participate at the Transforming Downtown level and receive technical assistance from Oregon Main Street,

WHEREAS, the City/Village/Hamlet of \_\_\_\_\_ desires to participate at the Transforming Downtown level,

NOW THEREFORE LET IT BE RESOLVED BY THE BOARD OF DIRECTORS OF

---

(new or existing organization)

SECTION 1. That the \_\_\_\_\_ applies for selection to participate  
(new or existing organization)  
at the Transforming Downtown level with the specific goal of economically revitalizing or enhancing, the designated downtown district within the context of the preservation and rehabilitation of its historic commercial buildings, and agrees to participate in the development and financial support of the local Transforming Downtown Program.

SECTION 2. That the \_\_\_\_\_ guarantees that a downtown  
(new or existing organization)  
Program Manager or Representative will be designated for the duration of the local downtown program.

SECTION 3. That the \_\_\_\_\_ recognizes that a commitment to  
(new or existing organization)  
commercial district revitalization is an ongoing process requiring continuous attention, community support and involvement, and a full public/private partnership.

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2011.

---

President of Board/Steering Committee

## **XV. SAMPLE Partner Commitment Letter**

*This is to be mailed to your local downtown program and not to Oregon Main Street.  
NOTE: this letter is only required if there is a funding commitment made to the local program. In-kind and donated services or equipment can be included in letters of support .*

PLEASE RETURN THIS FORM TO:

Attention Treasurer  
Your Town Main Street  
P. O. Box 0000  
Your Town, OR 00000

(date)

Sheri Stuart, Coordinator  
Oregon Main Street – Transforming Downtown Program  
725 Summer St. NE, Suite C  
Salem, OR 97301

RE: Pledge Agreement

Dear Committee Members:

We enthusiastically endorse the application for the City/Community of \_\_\_\_\_ at the Transforming Downtown level of Oregon Main Street.

To this end, you will find our initial pledge to assist in the implementation of this effort for \$\_\_\_\_\_ payable in equal annual payments of \$\_\_\_\_\_ for the program's first two years. We understand that this is not a two-year project and that we will be asked for continued support of the program in future years.

We are pleased to make this contribution and to support the revitalization and promotion efforts of our downtown. We understand that these efforts may lead to local Main Street Program focusing on the comprehensive Main Street Approach, and that we will be asked to continue with our financial support beyond our original commitment. This pledge is contingent upon \_\_\_\_\_ being accepted at the Transforming Downtown level.

Sincerely,

\_\_\_\_\_  
Signature

Please Print Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **XVI. APPLICATION CHECKLIST**

Does your original application form and each photocopy contain:

- A copy of the resolution passed by the city/town council/board of selectmen supporting the local Main Street Program.
- Letters of support from local businesses, organizations, institutions, industry, and private citizens to the application.
- Verification of funding for the local downtown program's first two years.
- A city street map that outlines the proposed downtown district.
- Enclose up to 20 digital images on CD that depict the visual character of the proposed downtown area. Label the images with a brief identifying title and description. **(Please Note: All digital images submitted with your application become the property of Oregon Main Street and may be used in future presentations and publications.)**
- One** copy of any downtown plan, survey, or study completed in the past five years, should be attached to the original application only.

Each application should be organized and bound, following these guidelines:

- Completed application
- Attachments:
  - Map of the trade area
  - Local Program Resolution (if local organization exists)
  - Municipal Resolution
  - Pledges of financial support
  - Letters of Support

<b>Field House</b>					
<b>Monthly Report October 2011</b>					
<b>October-11</b>	<b>Oct-11</b>		<b>YTD</b>		<b>Oct-10</b>
<b>Usage</b>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	4	378	7	700	430
Rentals	87	2175	285	5025	2240
Other (Classes)					12
[1] Day Use	12	75	27	101	16
<b>Total Usage</b>		<b>2628</b>		<b>5826</b>	<b>2698</b>
<b>Income</b>	<b>Oct-11</b>	<b>YTD</b>			
Rentals	\$5,225	\$11,770			
League fees (indoor)	\$7,890	\$16,190			
Card fees (indoor)	\$280	\$550			
Day Use	\$145	\$194			
Merchandise					
Snacks	\$259	\$779			
Classes					
<b>Total</b>	<b>\$13,799</b>	<b>\$29,483</b>			
<b>FY 10 11</b>					
<b>Income</b>	<b>Oct-10</b>	<b>YTD</b>			
Rentals	\$4,449	\$12,894			
League fees (indoor)	\$2,280	\$19,216			
Card fees (indoor)	\$90	\$750			
Day Use	\$32	\$91			
Merchandise					
Snacks	\$329	\$1,006			
Classes		\$840			
<b>Total</b>	<b>\$7,179</b>	<b>\$34,796</b>			

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

### **Active Rec happenings during the month of October 2011**

Youth football played 26 games at the High School during the month.

Youth football had six teams make the playoffs 3 5/6 teams 1 J.V. team and 2 Varsity teams. Those teams will continue to practice the first couple weeks of November.

Youth Soccer played approximately 100 games at the various schools during the month they also played 18 classic games at Snyder Park. They have 4 teams playing in the OPL Directors cup and those teams will play until November 13<sup>th</sup>.

Youth Volleyball played matches at SMS LRMS and Archer Glen during the month and will finish up on November 3<sup>rd</sup> with a makeup game.

Youth cheer finished up with their practices during the last week of October and are done.

Greater Portland Soccer District played 8 games at Snyder Park during the month.

Youth basketball will have all of their tryouts and evaluations done by the time you read this.

Respectfully

Lance Gilgan

November 3, 2011

## Sherwood Public Library – September 2011

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
<b>Check out</b>	<b>33,188</b>	<b>31,531</b>	<b>+5% (14% self-check)</b>
<b>Check in</b>	<b>23,724</b>	<b>24,712</b>	<b>0%</b>

- New Library cards 114
- Volunteer hours 200.75 hours (27 volunteers)

### Monthly Activities

- Thirty Baby, Preschool and Toddler Storytimes (670 children/533 adults = 1203 total)
- Three Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- Oregon Humanities approved our application to host the Conversation Project program, “The Ties that Bind: Interweaving Domestic and Civic Life” with Wendy Willis leading the conversation on January 12, 2012 at 6:30pm
- 09/02 Summer Reading Program officially closes
- 09/05 Library closed for Labor Day holiday
- 09/10 Author Wally Johnston spoke at the Library about his experiences and book, “Sent to Serve... The Chaplains of 9/11”
- A new phone system and new phones were installed Citywide during the third week of September
- 09/21 & 09/28 Teresa Klepinger hosted a four-week workshop series, “And then... Creative Writing Experiences” on Wednesday afternoons based her new book, Cliffhanger Writing Prompts

- Library Assistant I On-Call interviews were held in late September. Offers were made to four individuals to increase our pool of on-call staff
- 09/23 Library Staff Meeting
- 09/29 City of Sherwood Supervisor Training
- 09/29 A Graphic Novel Workshop for Teens & Adults as presented by Darren Davis, President and Editor-In-Chief of Bluewater Productions
- Volunteer recruitment and training continues & new volunteers begin shifts
- Library staff attended various regional, City and WCCLS meetings: WUG, Circulation, Youth Services, Latino Services, OLA Public Library Division Board, Safety Committee, Executive Board & Policy Group

## Sherwood Public Library – October 2011

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
<u>Check out</u>	<b>35,006</b>	<b>32,106</b>	<b>+9% (10% self-check)</b>
<u>Check in</u>	<b>26,298</b>	<b>24,374</b>	<b>+8%</b>

- New Library cards 96
- Volunteer hours 159.75 hours (21 volunteers)

### Monthly Activities

- Twenty-eight Baby, Preschool and Toddler Storytimes (599 children/482 adults = 1081 total)
- Three Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- 10/03 Library staff attended Farewell Potluck Luncheon for City Manager, Jim Patterson
- 10/04 City Council Meeting – Library Manager Pam North presented a brief summary of the patron survey to the Council
- 10/5 & 10/12 Storylady Teresa Klepinger hosted a four-week workshop series, “And then... Creative Writing Experiences” on Wednesday afternoons based her new book, Cliffhanger Writing Prompts
- 10/13-14 North attended the Pacific Northwest Booksellers Tradeshow
- 10/19 Library Advisory Board Meeting
- 10/21 Library Supervisor Mary Madland attended the WCCLS “Meeting of Chairs”

- 10/22 Family Sign-A-Long with Dawn Prochovnic (18 attendees)
- 10/27 Attorney Richard B. Schneider presented “Estate Planning: Preparing for Your Family’s Future” (20 attendees)
- 10/28 BOOTS (Businesses of Old Town Sherwood) sponsored Trick or Treat in Old Town and the Friends of the Library handed out candy to children and used books to adults
- Extended offers to four On-Call Library Assistant I applicants
- New phone system continues to be refined
- Volunteer recruitment and training continues & new volunteers begin shifts
- Library staff attended various regional, City and WCCLS meetings: WUG, Circulation, Youth Services, Cataloging, Safety Committee & Policy Group