



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, July 19, 2011

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

5:15pm URA Board of Directors Work Session

6:00pm City Council Work Session

7:00pm Regular City Council Meeting



URA BOARD WORK SESSION 5:15PM

WORK SESSION 6:00PM

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT:

- A. Approval of June 7, 2011 City Council Minutes
- B. Resolution 2011-055 Canvassing May 17, 2011 Election Results
- C. Resolution 2011-056 Reappointing Molly Woodbury to the Library Advisory Board
- D. Resolution 2011-057 Authorizing the City Manager to sign a successor collective bargaining agreement between the City of Sherwood and the Sherwood Police Officer's Association (SPOA)
- E. Resolution 2011-058 Authorizing the City Manager to Enter into a Contract with DKS Associates for On-Call Traffic Engineering Services
- F. Resolution 2011-059 Authorizing the City Manager to Award Contract to Brix Paving Company to Construct the FY 11-12 Pavement Maintenance Project
- G. Resolution 2011-060 Authorizing City Manager to sign IGA between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer
- H. Resolution 2011-062 Initiating an Annexation of Urban Growth Boundary Expansion Area 54 and 55, also referred to as the Brookman Concept Plan Area, Located South of the Existing Sherwood City limits and north of Brookman Road

5. PRESENTATIONS

- A. Proclamation, Geography Awareness Week
- B. Proclamation, Relay for Life
- C. Certificate of Appreciation, Recognition of outgoing City Councilor David Luman

6. SWEARING IN CEREMONY

- A. Councilor Elect Krisanna Clark to City Council Seat 5

AGENDA

**SHERWOOD CITY COUNCIL
July 19, 2011**

5:15pm URA Board Work Session

6:00pm Council Work Session

7:00pm Regular City Council Meeting

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

7. CITIZEN COMMENTS

8. NEW BUSINESS

- A. Resolution 2011-061 Accepting the Dedication of Certain Real Property Necessary to Construct, Install, and Thereafter Maintain Street and Utility Infrastructure Related to the Extension of SW Adams Avenue between SW Tualatin-Sherwood Road and Highway 99W** (Tom Pessemier, Community Development Director)
- B. Resolution 2011-063 A Resolution Referring to the Voters of Sherwood a Proposed Revision of the City Charter** (Chris Crean, City Attorney)

9. PUBLIC HEARING

- A. Ordinance 2011-008 Amending Title 12 (Streets, Sidewalks, and Public Places) of the Sherwood Municipal Code by Adding a New Chapter (12.17) Establishing Limitations on Excavations and Cuts in Newly Improved Public Street Pavement Surfaces**
(Bob Galati, City Engineer)
- B. Ordinance 2011-009 Amending Multiple Sections of the Zoning and Community Development Code to Require Parks and Open spaces in New Subdivisions and Including Divisions I, II, VII, and VIII** (Heather Austin, Senior Planner)

10. CITY MANAGER & STAFF REPORTS

11. COUNCIL ANNOUNCEMENTS

12. ADJOURN

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

City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the City's bulletin board at Albertson's. Council meeting materials are available to the public at the Library. The public may make copies of any Council meeting materials, at no charge.

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@ci.sherwood.or.us.



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
June 7, 2011

WORK SESSION-Joint session with Planning Commission

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 6:05 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Dave Grant, Councilors Robyn Folsom, Bill Butterfield, Matt Langer, Linda Henderson and David Luman.

PLANNING COMMISSIONERS: Chair Patrick Allen, Lisa Walker and Brad Albert. James Copfer arrived at 6:30pm.
3. **STAFF PRESENT:** City Manager Jim Patterson, Community Development Director Tom Pessemier, Planning Manager Julia Hajduk, Finance Director Craig Gibons, Community Services Director Kristen Switzer, Senior Planner Heather Austin, Economic Development Manager Tom Nelson and City Recorder Sylvia Murphy.
4. **TOPIC DISCUSSED:**
 - A. **Comprehensive Plan Update:** Community Development Director Tom Pessemier and Planning Manager Julia Hajduk briefed the Council and presented a power point presentation (see record, Exhibit A). Questions and discussion followed.
 - B. **Code Cleanup:** Community Development Director Tom Pessemier and Planning Manager Julia Hajduk briefed the Council and presented a power point presentation (see record, Exhibit B). Questions and discussion followed.
5. **ADJOURN:** Mayor Mays adjourned the Work Session at 7:02 pm and convened to the regular Council Session.

REGULAR COUNCIL MEETING

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:10 pm.

Mayor Mays called for a moment of silence in memory of Cecilia Buckley an 11 year old Sherwood resident who recently passed away.
2. **PLEDGE OF ALLEGIANCE AND ROLL CALL:**
3. **COUNCIL PRESENT:** Mayor Mays, Council President Dave Grant, Councilors Linda Henderson, Robyn Folsom, Bill Butterfield, Matt Langer and David Luman.

- 4. STAFF AND LEGAL COUNSEL PRESENT:** City Manager Jim Patterson, Police Chief Jeff Groth, Community Development Director Tom Pessemier, Finance Director Craig Gibons, Economic Development Manager Tom Nelson, Accounting Supervisor Julie Blums, Engineer Associate Sandrine Ganry and City Recorder Sylvia Murphy. City Attorney Chris Crean.

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

5. CONSENT AGENDA

- A. Approval of May 17, 2011 City Council Minutes**
- B. Resolution 2011-046 adding a Continuing Disclosure Policy to the existing set of City Financial Policies**
- C. Resolution 2011-047 authorizing the City Manager to sign an Intergovernmental Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)**
- D. Resolution 2011-048 authorizing the City Manager to sign an Intergovernmental Agreement for the Washington County Community Development Block Grant Program for program years 2012-2014**
- E. Resolution 2011-049 certifying the provision of certain municipal services in order to qualify the City to receive State Revenues**

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

Mayor Mays addressed the next agenda item.

6. PRESENTATIONS

A. Recognition of 2011 Robin Hood Festival Maid Marian Court

Mayor Mays introduced Maid Marian Court Chaperone Kristine Mulkey. Ms. Mulkey called forward the 2011 Robin Hood Festival Court members, read a brief bio for each member and the Mayor and City Council members presented the Court members with Certificates.

2011 Maid Marian, Noel Bayles, Sr. Court members Hailey Eby, Samantha Krusemark and Belle Shippy. Junior Court members, Brooke Allison, Paige Block, Rachel Doyel, Sophia Mulkey and Lily Starling.

B. Presentation from Dave Nelson, CIS Public Safety Manager

Dave Nelson, CIS Public Safety Manager came forward and provided the Council with a letter and report of a Best Practices Review for the Sherwood Police Department (see record Exhibit C). Mr. Nelson informed the Council in 2009 the CIS Board decided to conduct Best Practice Reviews in house and he is responsible for conducting reviews. Mr. Nelson stated he has produced a Risk Management Plan for Sherwood and distributed the plan to the Council (see record). Mr. Nelson informed the Council reviews of other Police Departments indicate as many as 50 recommendations and the Sherwood Police Department' review had 4 recommendations. Mr. Nelson stated he met with Chief Groth and his command staff at the Police Department on April 21, 2011. As a result, the four recommendations were addressed. Mr. Nelson stated Chief Groth has already addressed two of the issues. Mr. Nelson stated the program is a three year program

with a physical review of the site and meeting with command staff to see what changes have occurred. Mr. Nelson informed the Council that his review of the Sherwood Police Department was excellent and the best he has done in his tenure with CIS. Mr. Nelson stated part of his review is to look at claims and the number of claims are very low which resulted in a very good claim review. Mr. Nelson informed the Council that in 2012-13 CIS will begin a 7 part bonus program, and part of that program for Police Departments who score 95% or better in their review for Best Practices will receive a \$1000 credit on their premium and said Sherwood has exceeded the 95%.

Mayor Mays thanked Mr. Nelson for the report and CIS for having the Best Practices Program.

Chief Groth and Mr. Nelson also stated this Best Practices review is the first review Sherwood has ever had.

C. Proclamation recognizing Early Day Gas Engine & Tractor Association

Mayor Mays read the proclamation and Frank Webber, Vice President of Sherwood Branch 15 came forward as did Dan Suttle a 15 year member of Sherwood Chapter 15. Mayor Mays thanked Mr. Webber and Mr. Suttle for attending and presented them with the original proclamation.

Mayor Mays addressed the next agenda item.

7. NEW BUSINESS

A. Resolution 2011-050 Authorizing the City Manager to award a contract to Construct the Brookman Area Sanitary Sewer Extension – Phase 1 Project

Sandrine Garry, Engineering Associate came forward and recapped the staff report. Staff provided the Council with contractor and bid information staff received from bid openings which occurred on June 6th. Staff provided the Council with an amended resolution which included this information, (see record, Exhibit D).

Mayor Mays asked for Council questions, with none heard he asked for a motion.

MOTION: FROM COUNCILOR LINDA HENDERSON TO ADOPT RESOLUTION 2011-050, SECONDED BY COUNCILOR BILL BUTTERFIELD. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Prior to addressing the next agenda item, Public Hearings, Mayor Mays asked Council to address Citizen Comments which was listed on the agenda after public hearings. Council conceded.

8. CITIZEN COMMENTS

Lisa Jo French with Raindrops 2 Refuge came forward and gave a brief history of the City's relationship with Raindrops 2 Refuge, indicating that the recent award, received by the City from Clean Water Services was, in part, from trees planted by Raindrops 2 Refuge. Ms. French gave Council a copy of the organization's budget and a memorandum (see record), suggesting that the relationship between the City and Raindrops 2 Refuge be clarified through a resolution. Mayor Mays agreed with the suggestion to move forward with creating a

resolution of understanding. City Manager Jim Patterson shared that he would be willing to work with Ms. French in drafting legislation.

Ron Karchergius, 17042 SW Stellar Drive Sherwood, came forward and informed the Council of his law enforcement and military background and his past experience on City Boards and Commissions as well as his participation on the Sherwood Chamber of Commerce Board. Mr. Karchergius expressed his concerns about the dark curbs at the intersection of Tualatin Sherwood Rd and 99W, in evening hours and when it's raining, and suggested that the City paint the curb white for easy noticeability. Secondly, Mr. Karchergius stated his concern with the walking paths in Woodhaven. He would like to initiate the naming of the paths to enable emergency personnel to find persons who are on the paths and in danger. Chief Groth commented that the naming of trails has been a point of discussion recently and said the Police Department will follow up on both items mentioned by Mr. Karchergius.

Robert Eddy, 16819 SW Stellar Drive Sherwood, came forward and said he has been a resident since September and said he has had questions on his first two utility bills and stated he did not receive acceptable answers from the billing department. He stated he had reviewed past Council minutes and noticed comments regarding installation and conversion of the system. Mr. Eddy stated he sent an email to the Mayor in December outlining questions and discussions he had with the billing department and suggesting that someone independent of the billing department look into the operations of the system and staff. Mr. Eddy stated his email was forwarded to Craig Sheldon and he in turn exchanged emails with Mr. Sheldon. Mr. Eddy informed the Council of his observations, questions and suggestions. He quoted email communications with Mr. Sheldon regarding his goals of not changing much when the City took over the service from TVWD. Mr. Eddy stated one change was the bills displaying meter readings and said Sherwood's bills do not display meter readings. He said the TVWD bill displayed 10 months of usage history and Sherwood's bill show 2 months of history. The TVWD bills shows the meter reading dates, and Sherwood's displays service dates which are not meter reading dates. The TVWD billing period is bimonthly and Sherwood's is monthly. Mr. Eddy commented regarding the cost associated with this change and asked who decided to make the change which varies from Mr. Sheldon's stated goals. Mr. Eddy continued to quote email communications he had with Mr. Sheldon regarding meter reading dates and service dates. Mr. Eddy stated Mr. Sheldon communicated back in December that the City was working on getting meter readings on the bills and expected this to occur in 2-3 months and as of May, 5 months later this has not yet occurred. Mr. Eddy continued and stated in review of prior Council minutes it appears the City's IT staff was not very involved in the process of the installation of the new system and the majority of the tasks were managed and performed by outside contracted individuals and asked who is now responsible for the technical support. Mr. Eddy stated Council minutes from March indicated a request from Councilor Henderson asking for a report from staff on utility billing to come before the Council in a work session to include what went well, what wasn't anticipated and what was learned in this process. Mr. Eddy stated he would like to know if this report was produced and if so asked if a copy was available for residents. Mr. Eddy referenced Council minutes and comments made by Councilor Luman regarding the new audit firm and helping the City become more efficient. Mr. Eddy stated he did not expect answers to his questions this evening but would expect them in the near future.

Mayor Mays thanked Mr. Eddy for his time, as did Councilor Folsom.

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

9. PUBLIC HEARING

A. Resolution 2011-051 declaring the City's election to receive State Revenues

Craig Gibbons Finance Director came forward and explained the resolution.

Mayor Mays opened the public hearing to received testimony. No testimony was received and he asked for Council questions or discussion. With none received he asked for a motion.

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO ADOPT RESOLUTION 2011-051, SECONDED BY COUNCILOR LINDA HENDERSON. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

B. Resolution 2011-052 adopting a Schedule of Fees as authorized by the City Zoning and Community Development Code, establishing fees for miscellaneous City services and establishing an effective date

Craig Gibbons Finance Director and Julie Blums Accounting Supervisor came forward and explained the resolution and specific changes to the Fee Schedule as outlined in the staff report.

Mayor Mays opened the public hearing to receive testimony.

Eugene Stewart, PO Box 534 Sherwood, came forward and asked the Council if the fees to build in the city were holding back the commercial development in the city, citing an incident where a tenant was unable to occupy a space because of fees from System Development Charges. Mr. Stewart suggested a commission to study the numbers and develop a model to avoid the need to raise fees, stating that he would be willing to be on said commission.

With no other testimony received the Mayor closed the public hearing and asked for Council questions.

Councilor Langer asked for an explanation of how the Construction Cost Index increased. Community Development Director Tom Pessemier cited the sources for the Index and indicated that while many costs have gone down the construction costs have increased 3.9%.

Councilor Folsom asked Mr. Pessemier if there has been any construction in the City. Mr. Pessemier answered that there has been some, but that it has been relatively slow.

Councilor Henderson referenced Section 8 of the Fee Schedule and asked who would need a 4" water meter. Mr. Pessemier answered that it would have to be some sort of industrial use, but that the City works with developers to help them chose the appropriate size of meter.

Councilor Folsom expressed that while she understands the need for growth to pay for itself, she is concerned that the System Development Charges (SDC) are prohibitive to development. Ms. Folsom stated she wishes there was time to have the discussion suggested by Mr. Stewart.

Craig Gibons explained there are plans to reanalyze some of the water SDC methodology that would involve the discussion suggested.

Council President Grant asked if approving the budget would preclude the review of methodology and prevent changes to the budget.

Mayor Mays stated that a budget is valid on the day it is approved and that changing fees would have some issues.

Mr. Pessemier commented that the review of SDC methodology is a fairly involved and an expensive process that is typically done with Master Plan updates. Mr. Pessemier stated that the Community Development Department discusses SDC fees with developers and potential tenants early in the process. He expounded that when there is a change of use (when a new tenant wants to use an empty space for a new purpose) and the new use is at a higher SDC rate there has been some need for education.

Councilor Folsom commented that she has seen growth in neighboring cities and wants to witness that kind of growth in Sherwood.

Mr. Pessemier said that there has been some activity here in Sherwood that may come through soon.

Mayor Mays said there have been discussions about incentives to encourage industrial growth that need to be continued.

City Manager Patterson commented staff has done a good job of being up front about SDC fees, but that the difficulty comes when the building owner does not communicate to a new tenant that there may be additional SDC fees due because of a change in use.

Councilor Butterfield commented that he would appreciate flexibility that would encourage businesses to come to the City.

Tom Pessemier commented that the rules for the City, as adopted by ordinance in 2007, control the SDCs. To change the SDC's would mean to change them by ordinance.

City Attorney Crean replied and referenced case law that stated a municipality must adopt a fee schedule and that the fees cannot be negotiated on a case by case basis, doing so would open the City up to litigation. Furthermore, all jurisdictions have SDC's, so the question is where does the City stand in that spectrum. Mr. Crean also stated that the development community will go where there is good service and the City does a good job at providing that.

Councilor Langer commented and gave examples of vacant spaces and fees and asked if all communities charge SDC's. Mayor Mays confirmed and Mr. Gibons stated SDC's are for infrastructure improvements and explained how SDC's work.

Mayor Mays commented that a developer can gain SDC credits by building infrastructure to lower the fees.

Tom Pessemier remarked that to the SDC restructure in 2007 did create a way to credit developers and where some jurisdictions only give partial credit in some instances the City will give one hundred percent credit.

Councilor Henderson asked if credits given to a builder would be considered an incentive. The Mayor answered yes. Councilor Henderson then asked how the credits would be applied.

Mr. Pessemier stated that in the case of street credits, they were dollar for dollar and could give a developer enough credit to cover the entire transportation fee.

Councilor Luman asked Mr. Gibons if he thought the Water SDC rates would change substantially. Mr. Gibons said he did not know.

Councilor Folsom asked if the SDC rate change in 2007 was to make up for the lack of fees previous to its passing.

Council President Grant stated that it was not permitted to do so. Mayor Mays clarified that fees were for future use and development.

Councilor Folsom asked if the Seattle Construction Cost Index had to be followed because many recent projects have come in with lower bids. Tom explained that the index includes the Portland area. He concluded that the decision was up to Council, but in the past SDC rates have followed the Seattle Index.

City Manager Patterson asked if 3.9% was not added what the impact would be.

Tom Pessemier replied that it was dependent upon the amount of development the City had. However, it would not only impact this year, but cumulatively in years to come. Failing to keep up with the Index will result in a lack of fees for future infrastructure construction.

Craig Gibons explained that SDC fees are a part of what pays for the infrastructure of the City. The budget is a closed system, reducing one source of revenue means increasing another source.

Councilor Henderson asked how fees are used compared to System Development Charges. Tom Pessemier explained that the fees, like the street fee, are used for ongoing maintenance or repair, whereas SDC fees are designated specifically for future growth.

With no other questions or comments, Mayor Mays made the following motion.

MOTION: FROM MAYOR MAYS TO ADOPT RESOLUTION 2011-052, SECONDED BY COUNCILOR LINDA HENDERSON. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

C. Resolution 2011-053 adopting the 2011-12 Budget of the City of Sherwood, making appropriations, imposing and categorizing taxes, and authorizing the City Manager to take such action necessary to carry out the adopted budget

Craig Gibons Finance Director came forward and stated the Budget document was approved by the Budget Committee.

Mayor Mays opened the public hearing.

Neil Shannon, 23997 SW Redfern Drive Sherwood, came forward and said he attended most of the Budget Committee meetings. Mr. Shannon expressed concerns that the City intends to spend more than it brings in. Mr. Shannon urged Council to maintain a sustainable budget.

Jean Simson, 22466 SW Nottingham Ct. Sherwood, came forward and provided Council with two documents (see record) and stated that she knew that her comments would not change the passing of the budget, but asked Council to consider how they were spending the money, and if citizen involvement could be facilitated by a less intimidating process, such as smaller work groups or informal work sessions.

With no other testimony received, Mayor Mays closed the public hearing and asked for Council discussion.

Council President Grant commended staff for their work on the budget and commented how difficult it was and the challenges with reductions in staff. Mr. Grant commented regarding his vote against the budget at the Budget Committee meeting and accepting the decision of the Budget Committee's and approving the budget tonight.

Mayor Mays commented regarding challenges of the budget process. The Mayor stated that he expected the budget balance at the end of the year to improve because the Census revealed an 8% increase in population which entitles the City to additional funds from shared revenue.

Councilor Folsom thanked the citizen members of the Budget Committee for their commitment and thanked staff.

The following motion was received.

MOTION: FROM COUNCILOR BILL BUTTERFIELD TO ADOPT RESOLUTION 2011-053, SECONDED BY COUNCILOR DAVID LUMAN. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

D. Resolution 2011-054 adding new services to the Pride Disposal Franchise Agreement and modifying the rate structure

Craig Gibons, Finance Director explained the resolution and stated there is no rate increases proposed only changes in services proposed by Pride Disposal.

Mike Leichner and Kristin Leichner with Pride Disposal came forward and explained the proposed changes, which are to offer food waste services to recover organic waste, and a bookkeeping change regarding recycling that does not change the fees.

Mayor Mays opened the public hearing to receive testimony.

Neil Shannon, 23997 SW Redfern Drive Sherwood, came forward and asked regarding the \$4 recycling credit and asked how much recycling is done in Sherwood. Mayor Mays informed Mr.

Shannon that currently 85% of Sherwood recycles. Mr. Shannon questioned if that percentage would drop if the \$4 recycling credit was removed.

Eugene Stewart, PO Box 534 Sherwood, came forward and thanked Pride Disposal for their service and commended the Leichner's for supporting the Sherwood community. He stated an 85% recycling rate is good and said we are fortunate and believes Sherwood takes recycling serious.

No other testimony was received and the public hearing was closed.

Mayor Mays asked how our recycling participation rate compares to other jurisdictions. Mr. Leichner replied that Sherwood is comparable with other areas that Pride Disposal services. Mr. Leichner further explained that they compare the weight of the recycling to the weight of the garbage concluding that roughly 58% of the total weight comes from recycled materials.

Mayor Mays asked Mr. Leichner if he thought the removal of the recycling credit would impact the recycling effort of the citizens. Mr. Leichner stated that in his opinion, habits have been formed and children have been taught to recycle, so he does not foresee a drop in participation. Ms. Leichner mentioned that other cities where Pride collects garbage do not have recycling credit and still maintain a high recycling rate.

Mayor Mays commented on the wisdom of recycling. He commended Pride Disposal for improving efficiency, in being proactive in offering new services, and that the rates have not been increased in three years despite the increase in fuel costs.

Mr. Leichner informed the Council of emissions issues they are dealing with and said they are looking at trucks that run on compressed natural gas.

Councilor Henderson thanked Pride for their community support and the recycling depot at their facility.

With no other Council comments, the following motion was received.

MOTION: FROM COUNCILOR LINDA HENDERSON TO ADOPT RESOLUTION 2011-054, SECONDED BY COUNCILOR ROBYN FOLSOM. ALL COUNCIL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

10. CITY MANAGER REPORT

City Manager Jim Patterson congratulated Coach Strohmaier and the Sherwood High School Baseball Team for the 1st place state victory over Wilsonville. Mr. Patterson stated this year Sherwood has placed first in state in Baseball, Football, and Volleyball and had a member of the Snowboarding team also place first.

11. COUNCIL ANNOUNCEMENTS

Mayor Mays thanked staff and the Sherwood Police Department staff for their professionalism with the recent events that have occurred in Sherwood.

Councilor Folsom congratulated the graduating Sherwood Senior High Class of 2011.

Councilor Butterfield thanked staff for their work with community groups and specifically their communications with the youth baseball league.

Councilor Langer congratulated the Sherwood Baseball Team and reminded of Sherwood Cruis'in to be held Saturday June 11th in Old Town and reminded of the Sherwood Chamber Annual Awards Dinner on June 23rd to be held at Sherwood Regal Cinema.

12. ADJOURN

Mayor Mays adjourned the meeting at 9:27 pm and convened to a URA Board of Directors meeting

Submitted by:

Kirsten Allen, Administrative Assistant II

Keith S. Mays, Mayor



RESOLUTION 2011-055

A RESOLUTION CANVASSING RETURNS OF THE MAY 17, 2011 WASHINGTON COUNTY SPECIAL 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 May 17, 2011; and

WHEREAS, the City Elections Officer consistent with the duties imposed on that office will canvass the votes and notify the Washington County Elections office of receipt of the election results. 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 in 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 adoption by the City Council.

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder



WASHINGTON COUNTY OREGON

June 2, 2011

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

RECEIVED

JUN 9 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 May 17, 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 May 17, 2011. By signing this canvass letter, I concur with the final results.

AUTHORIZING SIGNATURE

DATE

RECEIVED

Official Final

SUMMARY REPORT

Washington County
Special Election
May 17, 2011

JUN 9 2011

Report EL45 Page 001

Run Date:05/31/11 12:39 PM

	VOTES	PERCENT
PRECINCTS COUNTED (OF 157)	157	100.00
REGISTERED VOTERS - TOTAL	265,990	
BALLOTS CAST - TOTAL	59,605	
BALLOTS CAST - BLANK	156	.26
VOTER TURNOUT - TOTAL		22.41
VOTER TURNOUT - BLANK		.06

Clackamas ESD Director - At Large
Vote for 1

John Russell	11	25.00
Curtis (Dick) Smith	32	72.73
WRITE-IN	1	2.27
Over Votes	0	
Under Votes	8	

Multnomah ESD Director - Pos 6, At Large
Vote for 1

Mike Delman	118	41.26
Doug Montgomery	162	56.64
WRITE-IN	6	2.10
Over Votes	0	
Under Votes	659	

PCC Director, Zone 7
Vote for 1

Chuck Riley	6,311	39.79
Jerry Tobin	929	5.86
Deanna Palm	8,544	53.86
WRITE-IN	78	.49
Over Votes	8	
Under Votes	1,650	

City of Sherwood Council Pos 5
Vote for 1

Krisanna Clark	1,448	58.53
David C Luman	1,019	41.19
WRITE-IN	7	.28
Over Votes	1	
Under Votes	50	

Banks School Director - Pos 3
Vote for 1

Laurie Sheridan Schlegel	1,132	74.52
Steven C Greagor	371	24.42
WRITE-IN	16	1.05
Over Votes	1	
Under Votes	439	

CITY OF SHERWOOD
RECORDER'S OFFICE

Banks School Director, - Pos 5
Vote for 1

Kathleen J Edison	1,021	95.24
WRITE-IN	51	4.76
Over Votes	0	
Under Votes	887	

Beaverton School Director, Zone 3
Vote for 1

Cynthia L Bethea	3,065	15.50
Mary VanderWeele	16,580	83.86
WRITE-IN	125	.63
Over Votes	8	
Under Votes	1,885	

Beaverton School Director, Zone 6
Vote for 1

John A Somoza	2,845	14.76
Jeff Hicks	16,316	84.63
WRITE-IN	119	.62
Over Votes	3	
Under Votes	2,380	

Beaverton School Director, Zone 7
Vote for 1

Lisa Shultz	16,741	98.50
WRITE-IN	255	1.50
Over Votes	2	
Under Votes	4,665	

Forest Grove School Director - Pos 4
Vote for 1

Jeff Cooper	222	6.19
Ralph Brown	1,172	32.70
Kristie Lesser	782	21.82
L M Kate Grandusky	1,389	38.76
WRITE-IN	19	.53
Over Votes	10	
Under Votes	105	

Forest Grove School Director - Pos 5
Vote for 1

Fred Marble	2,625	91.02
WRITE-IN	259	8.98
Over Votes	1	
Under Votes	814	

SUMMARY REPORT

Washington County
Special Election
May 17, 2011

Official Final

Run Date:05/31/11 12:39 PM

Report EL45 Page 002

VOTES PERCENT

VOTES PERCENT

Gaston School Director - Pos 1

Vote for 1
Christine Riley 155 95.09
WRITE-IN. 8 4.91
Over Votes 0
Under Votes 26

Lake Oswego School Director - Pos 5

Vote for 1
Bob Barman 11 68.75
Tamara DiVergilio. 1 6.25
Audrey Monroe 4 25.00
WRITE-IN. 0
Over Votes 0
Under Votes 4

Gaston School Director - Pos 4

Vote for 1
Clinton Nelson. 152 96.82
WRITE-IN. 5 3.18
Over Votes 0
Under Votes 32

Newberg School Director, Zone 1

Vote for 1
Deona Twenge 75 98.68
WRITE-IN. 1 1.32
Over Votes 0
Under Votes 95

Gaston School Director - Pos 5

Vote for 1
Michael Morey 154 98.09
WRITE-IN. 3 1.91
Over Votes 0
Under Votes 32

Newberg School Director, Zone 2

Vote for 1
Polly R Peterson 40 47.62
Walter Woodland 42 50.00
WRITE-IN. 2 2.38
Over Votes 0
Under Votes 87

Hillsboro School Director - Pos 4

Vote for 1
Kim Strelchun 6,662 61.44
Monte Akers. 4,109 37.90
WRITE-IN. 72 .66
Over Votes 0
Under Votes 537

Newberg School Director, Zone 3

Vote for 1
Melinda VanBossuyt 77 98.72
WRITE-IN. 1 1.28
Over Votes 0
Under Votes 93

Hillsboro School Director - Pos 5

Vote for 1
Adriana H Canas 8,079 96.79
WRITE-IN. 268 3.21
Over Votes 2
Under Votes 3,031

Newberg School Director, Zone 6

Vote for 1
Jennifer Powell 41 49.40
Michele (Mitsi) Vondrachek. 42 50.60
WRITE-IN. 0
Over Votes 0
Under Votes 88

Hillsboro School Director - Pos 7

Vote for 1
Wayne Clift. 8,354 98.05
WRITE-IN. 166 1.95
Over Votes 3
Under Votes 2,857

Newberg School Director, Zone 7

Vote for 1
Debbie Hawblitzel. 73 100.00
WRITE-IN. 0
Over Votes 0
Under Votes 98

Lake Oswego School Director - Pos 1

Vote for 1
Patti Zebrowski 18 100.00
WRITE-IN. 0
Over Votes 0
Under Votes 2

VOTES PERCENT

VOTES PERCENT

Portland Public School Dir, Zone 1

Vote for 1		
Glen Livingston	28	8.19
Larry C Lawson.	76	22.22
Ruth Adkins.	232	67.84
WRITE-IN.	6	1.75
Over Votes	1	
Under Votes	602	

Portland Public School Dir, Zone 2

Vote for 1		
Maggie Brister-Mashia	96	27.67
John Sweeney	74	21.33
Matt Morton.	172	49.57
WRITE-IN.	5	1.44
Over Votes	0	
Under Votes	598	

Portland Public School Dir, Zone 3

Vote for 1		
Bobbie Regan	253	64.05
Martha Perez	56	14.18
Christine B Nelson	80	20.25
WRITE-IN.	6	1.52
Over Votes	0	
Under Votes	550	

Portland Public School Dir, Zone 7

Vote for 1		
Greg Belisle	331	95.94
WRITE-IN.	14	4.06
Over Votes	0	
Under Votes	600	

Scappoose School Dir, Zone 1

Vote for 1		
Jim Hoag.	11	91.67
WRITE-IN.	1	8.33
Over Votes	0	
Under Votes	3	

Scappoose School Dir, Zone 2

Vote for 1		
Angela Schillereff	9	90.00
WRITE-IN.	1	10.00
Over Votes	0	
Under Votes	5	

Scappoose School Dir, Zone 4

Vote for 1		
Phil Lager	9	100.00
WRITE-IN.	0	
Over Votes	0	
Under Votes	6	

Scappoose School Dir, Zone 6 (At Large)

Vote for 1		
Michelle Graham	9	60.00
Lisa Maloney	6	40.00
WRITE-IN.	0	
Over Votes	0	
Under Votes	0	

Scappoose School Dir, Zone 7 (At Large)

Vote for 1		
Will Kessi	11	100.00
WRITE-IN.	0	
Over Votes	0	
Under Votes	4	

Sherwood School Director - Pos 1

Vote for 1		
Kevin Noreen	2,125	71.17
Scott C Haynes.	853	28.57
WRITE-IN.	8	.27
Over Votes	0	
Under Votes	113	

Sherwood School Director - Pos 5

Vote for 1		
Sue Hekker	2,356	97.72
WRITE-IN.	55	2.28
Over Votes	0	
Under Votes	688	

Tigard-Tualatin School Director - Pos 2

Vote for 1		
Manuel Trujillo	2,433	20.26
Robert (Bob) Smith	9,479	78.94
WRITE-IN.	96	.80
Over Votes	12	
Under Votes	4,409	

VOTES PERCENT

VOTES PERCENT

Tigard-Tualatin School Director - Pos 4

Vote for 1
 Terri Burnette 3,516 27.47
 Jill Zurschmeide 5,322 41.57
 Gordon Fiddes 3,892 30.40
 WRITE-IN 71 .55
 Over Votes 19
 Under Votes 3,609

West Linn-Wilsonville School Dir - Pos 4

Vote for 1
 Betty Reynolds 14 56.00
 Rob Fernandez 11 44.00
 WRITE-IN 0
 Over Votes 0
 Under Votes 7

Vernonia School Director - Pos 2

Vote for 1
 Greg Kintz 3 100.00
 WRITE-IN 0
 Over Votes 0
 Under Votes 1

Banks Fire Dist Director - Pos 2

Vote for 1
 Craig Stewart 405 33.03
 Mitch Vandehey 813 66.31
 WRITE-IN 8 .65
 Over Votes 1
 Under Votes 515

Vernonia School Director - Pos 3

Vote for 1
 Tim Bamburg 4 100.00
 WRITE-IN 0
 Over Votes 0
 Under Votes 0

Banks Fire Dist Director - Pos 4

Vote for 1
 Mark Schmidlin 1,077 98.09
 WRITE-IN 21 1.91
 Over Votes 0
 Under Votes 644

Vernonia School Director - Pos 7

Vote for 1
 Bill Langmaid 3 100.00
 WRITE-IN 0
 Over Votes 0
 Under Votes 1

Banks Fire Dist Director - Pos 5

Vote for 1
 Mike Durham 1,019 98.45
 WRITE-IN 16 1.55
 Over Votes 0
 Under Votes 707

West Linn-Wilsonville School Dir - Pos 1

Vote for 1
 Cheri Zimmerman 15 55.56
 Kasey Saito 7 25.93
 Patricia Muller 5 18.52
 WRITE-IN 0
 Over Votes 0
 Under Votes 5

Cornelius Rural Fire Dist Director - Pos 1

Vote for 1
 Dan Eischen 200 100.00
 WRITE-IN 0
 Over Votes 0
 Under Votes 47

West Linn-Wilsonville School Dir - Pos 2

Vote for 1
 Kristen Keswick 18 64.29
 Mary Furrow 10 35.71
 WRITE-IN 0
 Over Votes 0
 Under Votes 4

Cornelius Rural Fire Dist Director - Pos 4

Vote for 1
 Wesley VanDyke 190 100.00
 WRITE-IN 0
 Over Votes 0
 Under Votes 57

Cornelius Rural Fire Dist Director - Pos 5

Vote for 1
 Annette M Evans 168 99.41
 WRITE-IN 1 .59
 Over Votes 0
 Under Votes 78

SUMMARY REPORT

Washington County
 Special Election
 May 17, 2011

Run Date:05/31/11 12:39 PM

Report EL45 Page 005

VOTES PERCENT			VOTES PERCENT		
Forest Grove Fire Dist Director - Pos 2			Tualatin Valley Fire & Rescue Dist Director - Pos 5		
Vote for 1			Vote for 1		
Kevin Van Dyke	633	97.53	Brian J Clopton	29,453	98.68
WRITE-IN	16	2.47	WRITE-IN	395	1.32
Over Votes	0		Over Votes	4	
Under Votes	318		Under Votes	13,454	
Forest Grove Fire Dist Director - Pos 4			Washington County Fire 2 Dist Director - Pos 1		
Vote for 1			Vote for 1		
Byron J Schmidkofer	656	99.39	Peggy Halley	1,095	51.14
WRITE-IN	4	.61	Bob Horning	1,037	48.44
Over Votes	0		WRITE-IN	9	.42
Under Votes	307		Over Votes	0	
Forest Grove Fire Dist Director - Pos 5			Washington County Fire 2 Dist Director - Pos 3		
Vote for 1			Vote for 1		
Timothy R Dierickx	669	99.55	Robert (Butch) Kindel	1,557	98.61
WRITE-IN	3	.45	WRITE-IN	22	1.39
Over Votes	0		Over Votes	0	
Under Votes	295		Under Votes	713	
Gaston Rural Fire Dist Director - Pos 1			Washington County Fire 2 Dist Director - Pos 4		
Vote for 1			Vote for 1		
Steve Hedin	200	98.52	Marty Oppenlander	1,513	98.63
WRITE-IN	3	1.48	WRITE-IN	21	1.37
Over Votes	0		Over Votes	0	
Under Votes	35		Under Votes	758	
Gaston Rural Fire Dist Director - Pos 2			Washington County Fire 2 Dist Director - Pos 5		
Vote for 1			Vote for 1		
Donald B Allen	194	98.48	Bill Coussens	1,514	99.15
WRITE-IN	3	1.52	WRITE-IN	13	.85
Over Votes	0		Over Votes	0	
Under Votes	41		Under Votes	765	
Gaston Rural Fire Dist Director - Pos 3			Raleigh Water Comm - Pos 1		
Vote for 1			Vote for 1		
Philip Anderson	197	98.99	NO CANDIDATE FILED	0	
WRITE-IN	2	1.01	WRITE-IN	54	100.00
Over Votes	0		Over Votes	0	
Under Votes	39		Under Votes	522	
Tualatin Valley Fire & Rescue Dist Director - Pos 4			Raleigh Water Comm - Pos 4		
Vote for 1			Vote for 1		
Randy Lauer	30,282	98.94	Phil Gladstein	423	98.37
WRITE-IN	324	1.06	WRITE-IN	7	1.63
Over Votes	5		Over Votes	0	
Under Votes	12,695		Under Votes	146	

SUMMARY REPORT

Washington County
 Special Election
 May 17, 2011

Official Final

Run Date:05/31/11 12:39 PM

Report EL45 Page 006

VOTES PERCENT

VOTES PERCENT

Rivergrove Water Comm - Pos 1

Vote for 1
 Sherry Patterson 4 100.00
 WRITE-IN. 0
 Over Votes 0
 Under Votes 1

Rivergrove Water Comm - Pos 2

Vote for 1
 William (Bill) Beckwith. 4 100.00
 WRITE-IN. 0
 Over Votes 0
 Under Votes 1

Rivergrove Water Comm - Pos 4

Vote for 1
 Shon Devries 4 100.00
 WRITE-IN. 0
 Over Votes 0
 Under Votes 1

Tigard Water Comm - Pos 2

Vote for 1
 Mark Highland 1,205 98.93
 WRITE-IN. 13 1.07
 Over Votes 0
 Under Votes 1,030

Tigard Water Comm - Pos 3

Vote for 1
 Ken Henschel 1,216 98.70
 WRITE-IN. 16 1.30
 Over Votes 0
 Under Votes 1,016

Tigard Water Comm - Pos 4

Vote for 1
 Tom Fergusson 1,199 98.85
 WRITE-IN. 14 1.15
 Over Votes 0
 Under Votes 1,035

Tigard Water Comm - Pos 5

Vote for 1
 Charles F Radley 1,161 98.14
 WRITE-IN. 22 1.86
 Over Votes 0
 Under Votes 1,065

Tualatin Valley Water Comm - Pos 4

Vote for 1
 Richard P Burke 11,877 75.11
 Eric D Squires. 3,855 24.38
 WRITE-IN. 80 .51
 Over Votes 3
 Under Votes 1,912

Tualatin Valley Water Comm - Pos 5

Vote for 1
 Jim Doane 12,929 98.72
 WRITE-IN. 167 1.28
 Over Votes 1
 Under Votes 4,630

West Slope Water Comm - Pos 1

Vote for 1
 Bob Rieck 1,059 98.42
 WRITE-IN. 17 1.58
 Over Votes 0
 Under Votes 834

West Slope Water Comm - Pos 2

Vote for 1
 Donna Davis. 1,071 98.44
 WRITE-IN. 17 1.56
 Over Votes 0
 Under Votes 822

West Slope Water Comm - Pos 4

Vote for 1
 Charles Conrad. 1,064 98.61
 WRITE-IN. 15 1.39
 Over Votes 0
 Under Votes 831

West Slope Water Comm - Pos 5

Vote for 1
 Dick Conklin 1,049 98.50
 WRITE-IN. 16 1.50
 Over Votes 0
 Under Votes 845

Wolsborn Farm Water Comm - Pos 2

Vote for 1
 NO CANDIDATE FILED 0
 WRITE-IN. 15 100.00
 Over Votes 0
 Under Votes 5

	VOTES	PERCENT
Wolsborn Farm Water Comm - Pos 4		
Vote for 1		
NO CANDIDATE FILED	0	
WRITE-IN.	14	100.00
Over Votes	0	
Under Votes	6	

	VOTES	PERCENT
Wolsborn Farm Water Comm - Pos 5		
Vote for 1		
NO CANDIDATE FILED	0	
WRITE-IN.	13	100.00
Over Votes	0	
Under Votes	7	

	VOTES	PERCENT
Tigard-Tualatin Aquatic Dist Director - Pos 4		
Vote for 1		
Michael T Daily	4,278	37.31
James Alexander	7,099	61.92
WRITE-IN.	88	.77
Over Votes	8	
Under Votes	4,956	

	VOTES	PERCENT
Tigard-Tualatin Aquatic Dist Director - Pos 5		
Vote for 1		
Thomas Macaulay	8,651	97.87
WRITE-IN.	188	2.13
Over Votes	2	
Under Votes	7,588	

	VOTES	PERCENT
Tualatin Hills Park & Recreation Dist Director - Pos 4		
Vote for 1		
Jeffrey S Smith	5,188	27.87
John Griffiths.	13,326	71.59
WRITE-IN.	101	.54
Over Votes	4	
Under Votes	1,691	

	VOTES	PERCENT
Tualatin Hills Park & Recreation Dist Director - Pos 5		
Vote for 1		
Joe Blowers.	11,121	58.52
Tim Tank.	1,085	5.71
Lisa Michaels	6,734	35.43
WRITE-IN.	65	.34
Over Votes	7	
Under Votes	1,298	

	VOTES	PERCENT
34-187 Banks School Dist GOB		
Vote for 1		
Yes	940	48.53
No.	997	51.47
Over Votes	0	
Under Votes	22	

	VOTES	PERCENT
36-147 Newberg School Dist GOB		
Vote for 1		
Yes	73	43.20
No.	96	56.80
Over Votes	0	
Under Votes	2	

	VOTES	PERCENT
26-121 Portland Public School Dist GOB		
Vote for 1		
Yes	434	46.67
No.	496	53.33
Over Votes	0	
Under Votes	15	

	VOTES	PERCENT
26-122 Portland Public School Dist LOL		
Vote for 1		
Yes	516	56.33
No.	400	43.67
Over Votes	0	
Under Votes	29	

	VOTES	PERCENT
34-188 Tigard-Tualatin School Dist GOB		
Vote for 1		
Yes	9,173	56.48
No.	7,068	43.52
Over Votes	3	
Under Votes	185	

	VOTES	PERCENT
34-189 North Bethany County Service Dist Formation for Roads		
Vote for 1		
Yes	51	71.83
No.	20	28.17
Over Votes	0	
Under Votes	0	



**CERTIFIED TO BE A TRUE AND
 CORRECT COPY OF THE ORIGINAL**
 Date May 31, 2011
 WASHINGTON COUNTY
 ELECTIONS DIVISION
 BY M. Kowal

NUMBERED KEY CANVASS

Washington County
 Special Election
 May 17, 2011

REPORT-EL52 PAGE 0008

RUN DATE:05/31/11 12:43 PM

City of Sherwood Council Pos 5

VOTES PERCENT

VOTES PERCENT

Vote for 1

- 01 = Krisanna Clark
- 02 = David C Luman
- 03 = WRITE-IN

1,448 58.53
 1,019 41.19
 7 .28

04 = OVER VOTES
 05 = UNDER VOTES

RECEIVED

1
 50

	01	02	03	04	05
0424 424	653	458	1	0	20
0435 435	586	394	6	1	17
0457 457	209	167	0	0	13

JUN 9 2011

**CITY OF SHERWOOD
 RECORDER'S OFFICE**



NUMBERED KEY CANVASS

Washington County
 Special Election
 May 17, 2011

RUN DATE:05/31/11 12:43 PM

REPORT-EL52 PAGE 0001

01 = REGISTERED VOTERS - TOTAL	TOTAL	PERCENT	04 = VOTER TURNOUT - TOTAL	TOTAL	PERCENT
02 = BALLOTS CAST - TOTAL	265,990		05 = VOTER TURNOUT - BLANK	22.41	
03 = BALLOTS CAST - BLANK	59,605			.06	
	156				

	01	02	03	04	05
0301 301	2033	937	0		.00
0302 302	2021	270	0		.00
0303 303	332	86	0		.00
0304 304	2719	382	3		.11
0305 305	833	401	1		.12
0306 306	574	94	0		.00
0307 307	1854	356	0		.00
0308 308	513	142	0		.00
0309 309	4116	737	3		.07
0310 310	1343	328	1		.07
0311 311	611	69	4		.65
0312 312	706	208	1		.14
0313 313	80	16	0		.00
0314 314	723	201	0		.00
0315 315	671	168	1		.15
0316 316	959	282	1		.10
0317 317	387	150	0		.00
0318 318	3046	629	4		.13
0319 319	1078	141	3		.28
0320 320	2455	341	1		.04
0321 321	290	31	0		.00
0322 322	227	34	0		.00
0323 323	3409	400	2		.06
0324 324	454	70	0		.00
0326 326	1366	737	0		.00
0327 327	2953	461	1		.03
0328 328	1275	302	1		.08
0329 329	3478	577	2		.06
0330 330	1158	222	0		.00
0332 332	2367	560	4		.17
0333 333	2555	292	3		.12
0334 334	94	27	0		.00
0335 335	3963	860	3		.08
0336 336	2484	572	4		.16
0337 337	3463	666	1		.03
0338 338	3961	693	2		.05
0339 339	1683	349	0		.00
0340 340	2562	595	2		.08
0341 341	311	73	0		.00
0342 342	124	41	0		.00
0343 343	3630	792	3		.08
0344 344	3359	703	2		.06
0345 345	39	12	0		.00
0346 346	233	70	0		.00
0347 347	39	7	0		.00
0348 348	122	14	0		.00
0349 349	2306	338	3		.13
0350 350	3927	786	5		.13
0351 351	2199	261	1		.05
0352 352	681	85	0		.00
0353 353	1551	259	2		.13
0354 354	3623	654	3		.08
0355 355	2888	433	3		.10
0356 356	1836	223	0		.00
0357 357	1473	261	0		.00

RECEIVED

JUN 9 2011

CITY OF SHERWOOD
 RECORDER'S OFFICE

NUMBERED KEY CANVASS

Washington County
 Special Election
 May 17, 2011

RUN DATE:05/31/11 12:43 PM

REPORT-EL52 PAGE 0002

01 = REGISTERED VOTERS - TOTAL	TOTAL	PERCENT	04 = VOTER TURNOUT - TOTAL	TOTAL	PERCENT
02 = BALLOTS CAST - TOTAL	265,990		05 = VOTER TURNOUT - BLANK	22.41	
03 = BALLOTS CAST - BLANK	59,605			.06	
	156				

(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04	05
0358 358	682	140	3		.44
0359 359	1878	265	1		.05
0360 360	2548	346	0		.00
0361 361	1500	156	3		.20
0362 362	3422	779	1		.03
0363 363	3049	607	4		.13
0364 364	4107	713	3		.07
0365 365	3404	780	0		.00
0366 366	1510	244	0		.00
0367 367	3521	461	1		.03
0368 368	3634	511	0		.00
0369 369	1744	326	3		.17
0370 370	2110	422	0		.00
0371 371	2137	376	1		.05
0372 372	1650	421	0		.00
0373 373	378	81	0		.00
0374 374	13	2	0		.00
0375 375	256	133	0		.00
0376 376	1877	338	4		.21
0377 377	2726	495	4		.15
0378 378	1062	514	0		.00
0379 379	3281	598	3		.09
0380 380	2194	478	3		.14
0381 381	1936	380	1		.05
0382 382	2799	512	4		.14
0383 383	1306	278	5		.38
0384 384	2212	514	2		.09
0385 385	2720	648	2		.07
0386 386	3290	975	1		.03
0387 387	987	103	2		.20
0388 388	225	38	0		.00
0389 389	3617	542	4		.11
0390 390	3479	680	1		.03
0391 391	237	32	1		.42
0392 392	191	23	0		.00
0393 393	600	143	0		.00
0394 394	62	15	0		.00
0395 395	2370	355	0		.00
0396 396	717	325	0		.00
0397 397	2610	951	1		.04
0398 398	783	153	0		.00
0399 399	2084	727	0		.00
0400 400	2519	837	1		.04
0401 401	1646	349	1		.06
0402 402	983	379	0		.00
0403 403	3719	1570	0		.00
0404 404	2489	928	0		.00
0405 405	4178	1670	2		.05
0406 406	2939	961	0		.00
0407 407	727	174	3		.41
0408 408	4085	1879	1		.02
0409 409	2384	337	3		.13
0410 410	1844	591	1		.05
0411 411	2304	282	0		.00
0412 412	1958	266	1		.05
0413 413	559	164	0		.00

NUMBERED KEY CANVASS

Washington County
 Special Election
 May 17, 2011

RUN DATE:05/31/11 12:43 PM

REPORT-EL52 PAGE 0003

01 = REGISTERED VOTERS - TOTAL	TOTAL	PERCENT	04 = VOTER TURNOUT - TOTAL	TOTAL	PERCENT
02 = BALLOTS CAST - TOTAL	265,990		05 = VOTER TURNOUT - BLANK	22.41	
03 = BALLOTS CAST - BLANK	59,605			.06	
	156				

(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04	05
0414 414	1296	159	0		.00
0415 415	396	267	0		.00
0416 416	1572	232	0		.00
0417 417	1235	402	0		.00
0418 418	413	49	0		.00
0419 419	1593	914	2		.13
0420 420	3029	1126	1		.03
0421 421	25	5	0		.00
0422 422	112	23	0		.00
0423 423	2628	818	0		.00
0424 424	3900	1132	1		.03
0425 425	657	183	0		.00
0426 426	300	58	0		.00
0427 427	1308	319	0		.00
0428 428	1218	316	0		.00
0429 429	1810	252	1		.06
0430 430	424	113	0		.00
0431 431	1540	441	0		.00
0432 432	206	25	0		.00
0433 433	2148	751	1		.05
0434 434	3285	447	1		.03
0435 435	3520	1004	1		.03
0436 436	1858	738	0		.00
0437 437	55	29	0		.00
0438 438	466	95	1		.21
0439 439	357	116	0		.00
0440 440	1014	91	0		.00
0441 441	61	22	0		.00
0442 442	920	106	0		.00
0444 444	2176	262	0		.00
0445 445	639	77	0		.00
0446 446	1105	209	1		.09
0447 447	2409	448	0		.00
0448 448	360	47	0		.00
0449 449	67	7	0		.00
0451 451	677	91	0		.00
0452 452	2734	324	0		.00
0453 453	36	7	0		.00
0454 454	500	135	0		.00
0455 455	13	5	0		.00
0456 456	127	24	0		.00
0457 457	1958	389	2		.10
0458 458	2401	690	1		.04
0459 459	2584	687	1		.04
0460 460	1924	186	0		.00
0461 461	2555	419	1		.04



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 CORRECT COPY OF THE ORIGINAL**

Date May 31, 2011
 WASHINGTON COUNTY
 ELECTIONS DIVISION

BY M. Kautz



RESOLUTION 2011-056

A RESOLUTION REAPPOINTING MOLLY WOODBURY TO THE LIBRARY ADVISORY BOARD

WHEREAS, Molly Woodbury was appointed by Resolution 2009-074 to serve as the High School Student representative to the Board and has served her assigned term which expires in August 2011 and has requested reappointment; and

WHEREAS, the Library Advisory Board, with assistance of staff, is recommending reappointment by the Mayor and City Council; and

WHEREAS, according to Chapter 2.12 of the Sherwood Municipal Code, members of the Library Advisory Board shall be appointed by the Mayor with consent of the City Council.

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

Section 1. The Mayor is authorized to reappoint Molly Woodbury to a one-year term, expiring at the end of August 2012.

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

Duly passed by the City Council this 19th day of July, 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

TO: Sherwood City Council

FROM: Jeff Groth, Chief of Police
Anna Lee, HR Director

SUBJECT: RESOLUTION 2011-057 authorizing the City Manager to sign a successor collective bargaining agreement between the City of Sherwood and the Sherwood Police Officer's Association (SPOA).

ISSUE: The City of Sherwood has completed negotiations with SPOA and has reached a tentative successor agreement that has been ratified by SPOA and is ready for City Council ratification.

BACKGROUND/SUMMARY: City Staff, including Anna Lee and Jeff Groth, along with City Labor Attorney Jackie Damm began negotiations with SPOA in April. After a few negotiation sessions the City has reached a tentative agreement with SPOA that Staff believes is favorable for the City. (With agreement by Legal Counsel)

The successor agreement includes the below changes;

- The agreement is a 2 year agreement, expiring June 2013 (2 years instead of 3 benefits the City by allowing to modify as needed sooner)
- Added language to allow flexible work schedules for Detectives and SROs (Limits potential overtime on long cases)
- COLA as of July 1, 2011 of 1.4%, consistent with AFSCME
- Modification of insurance language that is beneficial to City by adding flexibility, consistent with AFSCME
- Added language to cover current practice of footwear allowance (Consistent with industry standard)
- Added plain clothes allowance for detectives (2) of \$500 annually (At or below industry standard and covered in budget)
- Changed fitness incentive to be based on level of fitness rather than flat amount (Covered in budget with no anticipated budgetary increase)
- Included a \$500 per member "Performance Bonus", in recognition of recent difficult events, challenging staffing shortages and outstanding effort by members (Chief's initiative)
- Several portions of language "clean-ups" with no substantive changes to current practice

FINDINGS: As previously mentioned, staff has completed a short and positive negotiation process with SPOA.

RECOMMENDATION: STAFF RECOMMENDS COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD POLICE OFFICER'S ASSOCIATION.



RESOLUTION 2011-057

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD POLICE OFFICER'S ASSOCIATION (SPOA)

WHEREAS, The duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the successor collective bargaining agreement between the City of Sherwood and the Sherwood Police Officer's Association; and

WHEREAS, The Sherwood City Council hereby resolves that it is in the good interest of the City to ratify the tentative successor collective bargaining agreement between the City of Sherwood and the Sherwood Police Officer's Association and thereby authorizes the City Manager to sign the agreement.

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

Section 1. The City Manager is authorized to sign the successor collective bargaining agreement, attached as Exhibit A, between the City of Sherwood and the Sherwood Police Officer's Association.

Section 2. This Resolution is and shall be effective from and after its adoption by the City Council.

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SHERWOOD POLICE OFFICERS'
ASSOCIATION
AND THE
CITY OF SHERWOOD**

City Proposal, June 8, 2011

Expires: June 30, ~~2011~~2013

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ARTICLE 1 – PREAMBLE

Section 1. This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between the City of Sherwood, Oregon (hereinafter "the City") and the Sherwood Police Officers' Association (hereinafter "the Association") and sets forth the parties' Agreement with regard to wages, hours, and other conditions of employee relations as defined by law. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 2 – RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time, sworn law enforcement officers excluding the chief, sergeants, supervisors and confidential employees of the Police Department, with respect to wages, hours and other conditions of employment.

Section 2. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days. If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Association recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the Police Department; determining standards and levels of service and methods of operation, including subcontracting, where Association members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days advance notice to the Association, modifying how employees are paid or the dates employees are paid.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. Nothing herein shall be considered a waiver of the Association's rights to collectively bargain any changes in the status quo which are mandatorily negotiable or impact a mandatory subject of bargaining.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

ARTICLE 5 – CONTINUITY OF SERVICES

Section 1. During the term of this Agreement the Association's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the Police Department.

Section 2. In the event of violation of this provision by the Association or members of the Association, the City may discipline or discharge any employee involved in such activity.

ARTICLE 6 – CONTINUATION OF THE STATUS QUO

Section 1. Standards of employment related to wages, hours, working conditions, and other employee relations matters as defined by law, that constitute mandatory subjects of bargaining and which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, except as provided for in Section 3 below. The parties acknowledge that this agreement contains the entire economic compensation package for members of the bargaining unit.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or the status quo as provided in Section 1 hereof.

Section 3. In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide an Association Executive Officer with written notice of the proposed change. The Association shall have fourteen (14) calendar days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) calendar days. If after the passage of thirty (30) calendar days the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746, by requesting a list of nine (9) Oregon/Washington arbitrators from the Employment Relations Board. Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of his/her selection, or at such other time as the parties mutually agree. The parties shall submit evidence in support of their last best offer pursuant to law. The arbitrator shall make a binding decision on the parties as to whether the City's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

ARTICLE 7 – ASSOCIATION BUSINESS

Section 1. Subject to supervisory approval, grievances may be investigated on working time of the Association Officer and the employee involved. The Association's President or Vice-President or Secretary/Treasurer, and the employee involved, may process grievances during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or the employee's duties.

Section 2. Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting members of the Association. Such representatives shall not enter any work location without the consent of the Chief or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

Section 3. The City shall allow up to two (2) bargaining unit members to attend contract negotiations during duty hours without loss of pay. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties.

Section 4. The City agrees to allow the Association to maintain the bulletin board already provided by the City for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 5. On duty employees may attend Association meetings within the City limits no more often than quarterly and no longer than one (1) hour in duration, but shall be subject to call. Sherwood Police Department facilities may be used for Association meetings on advance arrangements.

Section 6. The employer shall provide access to a copy machine for an Association member to print and provide sufficient copies of this Agreement for distribution to all Association members and all future Association members employed during the term of this Agreement.

ARTICLE 8 – CHECK-OFF AND PAYMENT IN LIEU OF DUES

Section 1. The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City. Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the fifteenth (15th) day of each month, to be effective on the first (1st) day of the following month.

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, social security number, mailing address, telephone number and position for which they were hired.

Section 3. Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) calendar days of becoming a regular employee, or who has joined within such time and withdrawn from membership after such thirty (30) calendar days, shall have deducted from their pay by the City a monthly service fee in the uniform amount of the payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rate basis solely to defray the cost for its service rendered in negotiating and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the payment in lieu of dues after all other authorized payroll deductions have been made.

Section 4. Any individual employee objecting to payment in lieu of dues based on bona fide tenets or teachings of a church or religious body of which such employee is a member is required to inform the City and the Association of their objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above-mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

Section 5. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any payroll deductions made under this Agreement.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

Section 1. Definition. Disciplinary action or measures for violations of rules or regulations shall include only the following: oral reprimand, written reprimand, suspension, reduction in pay/deprivation of privileges or benefits, demotion or dismissal. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

Section 2. Process. If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative and/or Association attorney during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

Section 3. Association Representation. In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative and/or Association Attorney during such procedures. The parties mutually agree to the "Internal Investigation Procedures" attached hereto as Appendix B and incorporated herein.

ARTICLE 10 – DISPUTE RESOLUTION PROCESS

Section 1. For the purpose of this agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
- b. A claim by the Association concerning the application of a specific provision or clause of this agreement as it affects a specific member of the Association.

An individual employee who does not wish the Association's Executive Committee to pursue a disciplinary grievance (under Section 1(b) hereof) may notify the Association in writing at any time. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

Section 2. Informal Grievance Adjustment. The City and the Association desire to adjust grievances informally -- both supervisors and employees are expected to make efforts to resolve problems as they arise. The informal step in the grievance process -- Step 1 - may be waived in writing by mutual agreement of the City and the employee and/or the Association. Unless so waived, a grievance shall be filed at Step 1 as follows:

Step 1: To commence resolution of a grievance, the employee and/or the Association shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification shall be in writing and must occur within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The grievance shall state supporting facts and proposed solution(s). If the action grieved is that of the Chief or City Administration the grievance shall be filed at Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution or when the action grieved involves a decision of the Chief or City Administration:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Association shall submit the grievance in writing to the Chief, within ten (10) calendar days from the date the written summaries provided for in Section 2 above were exchanged or were due, not including the day of the reply. The Chief or his/her designee shall issue a response in writing within ten (10) calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Association shall present the grievance to the City Manager or his/her designee within ten (10) calendar days from the date of response from the Chief, or the date such response was due, not including the day of response. The City Manager or his/her designee shall attempt to resolve the grievance and report in writing the decision within ten (10) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: If the grievance is not settled at Step 3, the Association may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within fifteen (15) calendar days of the date the decision of the City Manager is received, not including the day of receipt. The parties shall request a list of nine (9) Oregon/ Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing.

Section 6. An authorized Association representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

Section 7. All disciplinary action imposed upon an employee, except oral reprimands, may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

ARTICLE 11 – ASSIGNMENT, PROMOTION AND TRANSFER

Section 1. Vacancies that are to be filled on other than a temporary basis shall be posted on departmental bulletin boards for at least ten (10) working days prior to filling. Employees wishing to be considered for such posted positions shall submit the application materials required of all applicants. All applicants will continue to retain current status and seniority as an employee of the City.

Section 2. Employees in the bargaining unit may request reassignment and/or a transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Manager or designee. Such requests for transfer shall not take precedence over those who apply for the position.

Section 3. Employees in the bargaining unit who apply for transfer or promotion to another position shall be considered, if qualified, according to the City's standard criteria developed and administered by the City Manager.

Section 4. When an employee is promoted to a classification with a higher salary range, commencing with the date of promotion that employee will receive a salary increase equal to at least five percent (5%), so long as it does not exceed the top step of the salary range of the higher classification. The anniversary date of an employee who is promoted shall be adjusted so that it falls one (1) year from the effective date of the promotion.

Section 5. When an employee is demoted, the employee's pay step in the new position shall be the pay step of their new class of positions which is the smallest decrease from the pay step from which the employee was demoted. The anniversary date of an employee who is demoted shall be adjusted so that it falls one (1) year from the effective date of the demotion.

Section 6. When an employee transfers from one position to another in the same class of positions, the employee shall continue to be paid at the same pay step and the employee's anniversary date shall not be adjusted.

Section 7. Except in circumstances where it is necessary to distribute employees to meet the reasonable operating needs of the department (i.e. special assignments, unforeseen or emergency situations, training), employees assigned to Patrol Services Division will be assigned to available shifts and days off based upon a rotating bid process. Bidding of shift assignments and days off while assigned to the Patrol Services Division, will take place every six (6) months: by March 1st to be effective within the first two (2) weeks following April 1st; and by September 1st to be effective within the first two (2) weeks following October 1st. Bidding priority will be by seniority. Employees may remain on a shift for up to two (2) years, after which they will rotate to another shift for at least six (6) months. An exception to the requirement to move to a different shift after two (2) years may occur if an officer is able to find another officer who is willing to trade shifts and the trade is approved by the Chief or his/her designee.

ARTICLE 12 – PERFORMANCE EVALUATIONS

Section 1. Regular employees will be evaluated annually and shall receive a copy of their annual evaluation. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation. Probationary employees will receive a formal evaluation after working on the job approximately six (6) months, after twelve (12) months, and prior to completion of the probationary period. As part of the training process, newly hired, sworn employees are evaluated monthly while assigned to a training officer. Formal notification of completion of the initial eighteen (18) month probationary period will be sent to Personnel.

Unless otherwise prohibited by law, if an employee's anniversary date or yearly performance evaluation falls during a leave without pay period of thirty (30) calendar days or longer, the anniversary date and performance evaluation shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

Section 2. Any employee who is dissatisfied with an evaluation may appeal that evaluation to the Chief of Police within fourteen (14) days after receipt of the evaluation.

Section 3. All periodic salary increases within the salary matrix established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. Officers hired at the entry level will be placed at the Step 1 Police Officer rate and will be eligible to advance to the Step 2 Police Officer rate after six (6) months of employment with the City, and for advancement to higher steps in the matrix upon each anniversary following placement at Step 2 thereafter. Officers that have satisfactorily completed three years in the Department will receive two step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation. A grievance concerning the denial of a step increase as a result of an evaluation of less than satisfactory performance may be pursued through Step 3 of Article 10.

ARTICLE 13 – PROBATIONARY PERIODS

Section 1. All original appointments shall be tentative and subject to a probationary period of eighteen (18) consecutive months service. Promotional appointments shall be subject to a probationary period for twelve (12) months. During the first six (6) months of the initial probationary period of a new hire, the employee shall not be eligible for Paid Time Off benefits, but they shall earn Paid Time Off credits to be taken at a later date. Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of thirty (30) calendar days or longer, the employee's probationary period shall be extended by the length of the absence from the position.

Section 2. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

Section 3. During the initial probationary period of a new hire, an employee may be terminated at any time without appeal under the grievance procedure.

Section 4. Available promotional positions shall be posted internally for at least ten (10) days prior to any open or external posting. Promotions within the bargaining unit shall be made first from the current employees if, in the opinion of the City, there are qualified employees internally to fill the promotional position. Promotions shall be in the sole discretion of the City. Individuals promoted within the bargaining unit will remain eligible for premiums which are applicable to duties of the promotion.

Section 5. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification without appeal rights, or, during the first six (6) months of such probationary period, the employee may elect to return to the previous classification and shall be returned to the classification when the first vacancy occurs. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

ARTICLE 14 – SENIORITY, LAYOFF AND RECALL

Section 1. Seniority shall be achieved following completion of the employee's probationary period of eighteen (18) months. Seniority shall be determinative with respect to leave scheduling, requests for other leave time off, and selection of shifts and days off pursuant to Article 11, Section 7. For these purposes, seniority shall be defined as time served within the bargaining unit.

Section 2. Seniority shall be terminated if an employee quits, is discharged for just cause, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

Section 3. The City shall post a seniority list as of January 1 and July 1 each year and provide a copy of the list to the Association on those dates.

Section 4. If the City should reduce its work force, layoff shall be made within each job classification in a Department on the following basis: Employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where seniority is equal, ties will be broken by lot.

Section 5. An employee notified of layoff may either accept the layoff, or at the employee's option, elect to displace the least senior employee in a lower classification with a lower pay range as long as the bumping employee has greater seniority as defined in Section 1 and is fully qualified to perform all aspects of the job. An employee who displaces an employee in a classification with a lower salary range for the purpose of avoiding layoff shall be paid at the rate for the job. If the employee's salary is above the top of the lower range, the employee will move to the top of the lower range.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled to their prior classification or a lower classification for which they are qualified on a seniority basis. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a lower classification by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have five (5) days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within fifteen (15) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of reinstatement to one's former classification shall constitute voluntary termination and such employee shall lose their layoff status privileges and their seniority.

ARTICLE 15 – HOURS OF WORK

Section 1. Workweek and Workday. The regular City workweek is a period of one hundred sixty eight (168) consecutive hours that begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The regular City workday consists of a work shift of eight (8) or ten (10) consecutive work hours including a paid thirty (30) minute meal period within any consecutive twenty-four (24) hour period.

Section 2. Work Schedules. Work schedules shall be established by the Police Chief or his/her designee and shall be posted in advance. The City reserves the right to modify any posted work schedule whenever such modifications are in the best business interest of the City.

- (A) A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.
- (B) A “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- (C) The parties agree that Detectives and SROs shall normally work a flexible schedule. Employees working flexible schedules, with their supervisor’s approval, shall schedule their hours and days of work in order to meet community and operational (criminal activity) needs, based on a forty (40) hour workweek. If the City elects to discontinue the flexible schedule, it shall provide the employee with at least seven (7) days’ advance notice.
- (D) The City and the Association may agree to an alternative work schedule. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operating requirements of the Department. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5. Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days advance notice of any change in their regular hours of work or work schedule. Employees whose schedules are changed involuntarily by the City on less than seven (7) days notice will be paid overtime for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

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City Proposal, June 8, 2011

ARTICLE 16 – OVERTIME/COMPENSATORY TIME

Section 1. In cases where the City needs persons to work overtime, it shall attempt to evenly distribute the overtime first among those willing to work the overtime on a voluntary basis. When known in advance, the City will post an overtime sign-up sheet which will identify the opportunity and whether the assignment requires special skills, knowledge or abilities. In the event no one is willing to work the overtime on a voluntary basis, the overtime will be assigned in inverse order of seniority to those possessing the necessary skill, knowledge and abilities to perform the overtime assignment. The City will provide the Association with a list by January 1 and July 1 of each year illustrating the overtime distribution to members of the bargaining unit.

Section 2. Time and one-half the employee's regular rate shall be paid for authorized work in excess of:

- (A) Eight (8) hours per workday if a 5-8 schedule, ten (10) hours per workday if a 4-10 schedule;
- (B) Forty (40) hours in a workweek; or
- (C) Work incident to a schedule change on less than seven (7) days notice pursuant to Article 15, Section 5;

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Overtime shall be calculated to the nearest quarter hour.

Detectives and SROs shall receive overtime only for authorized work in excess of forty (40) hours in a workweek if they are working a flexible schedule.

Section 3. Commanding officers, or supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees. No premium pay will be paid for unauthorized overtime work and employees may be subject to discipline, up to and including discharge.

Section 4. An employee may elect to be compensated for overtime worked in cash, or by accruing compensatory time off. Compensatory time shall be earned at one and one-half (1 1/2) times the overtime hours worked but shall not exceed a maximum of seventy (70) hours. Accrued compensatory time in excess of seventy (70) hours shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.

Section 5. (1) Scheduling of comp time shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the City will not be obligated to schedule compensatory time off, and that such request is unduly burdensome if the request requires the City to drop below minimum manning levels or if the City does not receive at least seven (7) days advance notice of the requested time off. An exception to seven (7) days advance notice will be made in instances where the employee is given the next shift off pursuant to Article 17, Section 9.

(2) Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's

annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6. For the purposes of this Agreement, all paid leave shall count as hours worked.

ARTICLE 17 – CALLBACK

Section 1. Employees who report for their regular shifts shall be compensated for a minimum of four (4) hours of work or pay unless given advance notice not to report. Employees who are required to report for work outside their regular shift or on their day off will be paid a minimum of three (3) hours at one and one-half (1 1/2) times their regular rate unless the callback is within two (2) hours of their regular shift, in which event the employee will be compensated for the actual hours worked at one and one-half (1 1/2) times their regular rate.

Section 2. (1) Any employee required to report for court appearance more than two (2) hours before the beginning or more than two (2) hours after the end of the employee's regular shift, shall be compensated for a minimum of three (3) hours of work at the rate of time and one-half.

(2) An employee who has received notice of a court appearance, shall confirm the court appearance at least sometime after the close of business on the day prior to the court appearance.

(3) When an employee has complied with Article 17 §2(2), unless an employee is given two (2) hours advance notice of cancellation, the employee shall receive compensation pursuant to Article 17 §2(1).

Section 3. Any employee required to appear for a court appearance less than two (2) hours after the end of his regular shift shall be compensated at the rate of time and one-half of the time elapsed between:

- A. The reporting time and the beginning of the regular shift, or
- B. The end of the regular shift and the time the employee is released from court, whichever is applicable.

Section 4. For purposes of this policy, court appearance by an employee means a court appearance required as a result of the employee's official capacity with the City of Sherwood.

Section 5. For purposes of this policy, reporting time for such appearances is deemed to be one-half (1/2) hour before the time indicated on the official notice to appear, unless an earlier appearance time is approved by the Chief or his designee.

Section 6. More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 7. Employees who are on off-duty status, shall not be required to do work beyond the completion of a specific callback or court appearance.

Section 8. Employees working sixteen (16) or more hours in a twenty four (24) hour period as defined above, may be given their next scheduled shift off. An employee may elect to receive compensation for the shift by utilizing accrued compensatory time off, or in the event the employee has no compensatory time off, accrued Paid Time Off. If Employees are directed to work their next scheduled shift, they shall be paid at the rate of time and one-half (1 1/2) for such shift and an employee shall have a minimum of eight (8) hours off before returning to active duty status.

Safety Release: Employees working sixteen or more hours in a twenty-four hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. The employee shall advise an on-duty Supervisor or Officer-in-Charge as soon as he or she reasonably believes their shift will extend beyond sixteen hours and no later than one hour before reaching the sixteen hour threshold, unless to do so is not feasible.

If the safety release time will extend into the employee's next regularly scheduled shift, the employee may use accrued leave to cover the period of absence from that shift. If the employee does not have sufficient accrued leave, the employee may use unpaid leave. If the safety release time will extend more than half-way through the employee's next shift, the employee may opt to use such accrued leave for the entire shift.

Detectives and SRO Exemption. Because Detectives and SROs normally work a flexible schedule, they shall not be subject to this provision. However, unit supervisors will continuously monitor Detectives and SROs for fatigue related safety issues in the spirit of this provision.

Section 9. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Sherwood Finance Department.

ARTICLE 18 – SALARIES

Section 1. Effective the first payroll period in July 201~~108~~, the salary scale will be as set forth in Appendix A reflecting a ~~3.214~~3.214% cost of living adjustment.

Section 2. Effective the first payroll period in July 201~~209~~, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 201~~08~~, maximum 5%.

Section 3. Effective the first payroll period in July 2010, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2009, maximum 5%.

Section 4. Shift differential pay will be paid at the rate of fifty cents (\$.50) per hour, in addition to the employee's regular rate of pay, for employees working the graveyard shift. The graveyard shift is defined as any shift in which the majority of hours worked are between midnight and 6 am. It is understood that this shift differential shall only be paid when an employee is actually working the graveyard shift. Any work performed by a graveyard shift employee on day shift or swing shift shall not include the shift differential.

ARTICLE 19 – PREMIUM PAY

Section 1. Officers shall receive additional compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training or for education received through a two (2) or four (4) year accredited college or university as follows:

Intermediate certificate	2.5%
Advanced certificate	5.0%
AA degree	2.5%
BA degree	5.0%

Employees are eligible for only one certification premium and one education premium with the maximum not to exceed 10%.

Section 2. Officers are eligible for additional premium compensation as outlined below:

Assignment to Detectives	5.0%
Assignment to Field Training Officer ¹	5.0%
Assignment to Motorcycle Officer ²	5.0%
Assignment to Officer-in-Charge ³	5.0%
Residency within Sherwood City Limits	2.5%
Fluency in speaking Spanish language ⁴	5.0%

¹ The premium for Field Training Officer will be available to all officers assigned to a recruit for the duration of the recruit's field training program.

²The premium for Motorcycle Officer will be available to officers for the duration of the assignment. The parties agree that commuting to work on the motorcycle does not constitute "hours of work" and if allowed, is purely for the benefit of the Motorcycle Officer.

³ The premium for Officer-in-Charge will be available to officers for the duration of the assignment, but not in increments of less than a full hour.

⁴ An employee shall be eligible to receive the Spanish language premium if he/she provides the Department with mutually satisfactory proof, subject to retest at City discretion, that they are fluent in speaking the Spanish language.

School Resource/Juvenile Officer	5.0%
Canine (under FLSA standards)	5.0%

Certification pay shall be computed based upon the employee's base salary. All such premiums outlined above are intended to compensate the employee for FLSA purposes for any additional time that may be necessary in performing the assignment. All work performed for the assignment beyond the regular shift must be approved by the Chief or his/her designee and properly recorded by the officer performing the assignment.

Section 3. In no instance will an officer be entitled to receive combined premiums in excess of 12.5% for those premiums set forth in Section 2 above, excluding the Officer-in-Charge premium. For purposes of Section 2, only 5% may be based on assignment, excluding the Officer-in-Charge premium. The premiums set forth in this Article shall be the only premiums for which officers will be eligible during the term of this agreement.

ARTICLE 20 – INSURANCE

Section 1. Effective, July 1, 2011~~08~~, or upon execution of this agreement, the City will provide ~~Blue Cross Plan 1A, PPP~~ group medical, dental, vision, and life insurance programs for all regular full-time employees according to each program's eligibility requirements. ~~The City will also make available an HMO option through Kaiser.~~ The City will pay 87% of the ~~PPO Plan~~ Blue Cross Plan 1A, PPP group medical, dental, vision premium cost for regular full time employees and their dependents. Employees electing alternative plan options made available by the City may apply these contribution amounts toward such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council or the insuring agency.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full time employee at one and one-half (1 ½) times the employee's annual salary, \$75,000 maximum. The City will also provide \$2,000 life insurance coverage for dependents.~~a twenty five thousand dollar (\$25,000) term life insurance policy for all bargaining unit members.~~

Section 3. The City shall provide a program of long term disability insurance for all bargaining unit members at 50% of monthly salary up to a maximum monthly benefit of \$3,000~~1,500~~. Premium for the plan are paid 50% by the City and 50% by the employee.

Section 4. An optional accidental death and dismemberment plan for all regular, full time employees shall be offered by the City which is equivalent to the current Transamerica AD&D plan. Premiums for this plan will be paid for by the employee.

~~Section 4. During the term of this Agreement, benefits provided, taken as a whole, will not be reduced below benefits in effect as of execution of this agreement, or the substantial equivalent thereof.~~

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits.~~If employees are required to pay towards the monthly premium contribution as set out above in Section 2, the City agrees to make such payment part of an Internal Revenue Code Section 125 Plan.~~

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

ARTICLE 21 – TORT CLAIMS LIABILITY

Section 1. The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ARTICLE 22 – RETIREMENT

Section 1. The City shall provide for participation in the Public Employees Retirement System (PERS) for all eligible employees as provided for under the rules and regulations of that system. The City shall pay the cost of the employee's contribution to PERS (PERS pickup).

For employees not eligible to participate in PERS, the City shall participate in the Oregon Public Service Retirement Plan (OPSRP) and pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account when the employee becomes a member of the Individual Account Program.

ARTICLE 23 – PAID TIME OFF

Section 1. The City shall provide a program of earned time off for regular full- and part-time employees, which can be used to meet the employees’ needs or desires for paid time off from work. The Paid Time Off (PTO) Program is a consolidation of, and in lieu of, sick leave, paid holidays and vacation leave.

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employee’s length of continuous service with the City. Full-time employees shall accrue PTO each pay period at the following rate:

Years of Continuous Service	Accrual Rate per Pay Period (two weeks)	Yearly Accrual Rate
<3 years	7.38 hours	192 hours
=>3 years	8.00 hours	208 hours
=>6 years	8.62 hours	224 hours
=>9 years	9.23 hours	240 hours
=>12 years	9.85 hours	256 hours
=>15 years	10.46 hours	272 hours

Part-time employees shall accrue PTO at a prorated rate of full-time employees.

Section 3. Disability PTO Accrual. In addition, full-time employees shall accrue an additional twelve (12) days of Disability PTO per year which may only be used for absences resulting from injury or illness in excess of one (1) day or emergency leave as outlined in Article 28, Section 1, **unless the employee provides notice from a health care provider justifying the need for the leave, in which case an employee may access Disability PTO accrual immediately.** Part-time employees shall accrue Disability PTO at a prorated rate of full-time employees.

Section 4. Probationary Employees. PTO accrued during the first six (6) months of continuous service shall not be credited as earned PTO until the employee completes the first six (6) months of continuous service.

Section 5. Maximum Accrual. PTO benefits which are earned may be accrued to a maximum of one times the employees annual accrual rate. Employees will not accrue or be paid for any PTO in excess of one times the employees’ annual accrual rate. However, the City may approve temporary accruals and carry-overs of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and work load requirements, or other legitimate reasons that make use of accrued paid time off benefits unfeasible. Disability PTO will be accrued in a separate bank and employees will not accrue or be paid any Disability PTO in excess of seven hundred twenty (720) hours.

Section 6. Procedure For Use Of PTO.

- (A) Requests for time off submitted at the time of shift bid shall be granted on a seniority basis. Such requests may not exceed three

weeks per shift bid per employee. Of those three weeks, up to one week may be taken in daily increments, with the remainder being taken only on a full workweek basis.

- (B) To schedule vacations or days off other than for illness or injury, and other than requests submitted at shift bid an employee must submit a written request to the immediate supervisor at least one (1) week in advance as far in advance as possible. Requests received prior to March 1 will be granted on a seniority basis. All other such requests will be granted on a "first come, first served" basis, after all shift bid requests have been scheduled. If two or more time off requests are received at the same time, then resolution of the conflicting time off requests shall be based on seniority. PTO leave request, except in emergency situations, should be made at least one ~~two (2)~~ weeks in advance. The immediate supervisor shall respond with approval or denial within one (1) week of receipt of the request. ~~All requests must be made in writing to be considered.~~ Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- (B) For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.
- (C) Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO's cannot exceed the normal working time in any given pay period, except for authorized overtime.

Section 7. Cash-Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation, or dismissal, unless the employee fails to provide the required notice, if any. In addition, at the end of each calendar year, a regular City employee as of December 31 may request in writing a "cash-out" of up to eighty (80) hours. The City must approve any such end-of-year "cash-outs" in writing, and may disallow or reduce the end-of-year "cash-out" based on the ability of City finances to absorb the costs of such. Employees will not be entitled to cash out Disability PTO at any time. Approval of such requests shall not be unreasonably withheld.

Section 8. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Section 9. An employee who is required to work during any of the holidays listed below shall be paid at one and one-half times the employee's regular rate of pay for work performed on such holiday and two and one quarter (2.25) their regular rate of pay if the employee works holiday overtime (defined as hours in excess of the employee's regularly-scheduled shift that occurs during the 24-hour period from 12:00 a.m. to 11:59 p.m. on the following holidays):

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Section 10. When an employee is absent from work because of an on-the-job injury, time off will not be charged to Disability PTO except as provided below. The employee may select one of the following options:

- (A) The employee may elect to receive only his/her workers' compensation payments.
- (B) The employee may voluntarily turn in his/her first and all subsequent workers' compensation payments and will, in turn, receive his/her regular gross wages and benefits, and the following will occur:
 - (1) Employees shall use available Disability PTO for integration with their workers' compensation payments in order to receive their regular gross wages. In this situation a check for full gross wages will only be received if the employee has available Disability PTO. Deduction to sick leave shall be proportional to the difference between the workers' compensation payments and regular gross wages.
 - (2) In the event an employee withholds any of his/her workers' compensation payments, compensation will fall into the integration of Disability PTO formula described above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next pay check, or any subsequent checks if there is not a sufficient amount in the next pay check.

ARTICLE 24 – OTHER LEAVES

Section 1. Emergency Leave. When a death or serious illness occurs in an employee's immediate family, the employee may request up to ~~five~~^{three} (3) workdays paid emergency leave, which will be deducted from the employee's Disability PTO. Emergency leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. All emergency leave shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave.

Emergency leave may not exceed three (3) workdays in any calendar year unless approved by the City Manager. Emergency leave in excess of three (3) workdays not approved by the City Manager shall be treated as PTO pursuant to Article 23, or leave without pay pursuant to Section 6 below should all PTO be exhausted.

"Immediate family" for purposes of this section is defined as spouse, registered same-sex domestic partner, children, grandchildren, parents, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law or brother-in-law, or any relative residing in the employee's immediate household.

Section 2. Military Leave. Military leave shall be granted in accordance with state and federal law.

Section 3. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter which is not personal to the employee, the employee shall be granted leave with pay. Compensation received (excluding travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 4. Family Medical Leave.

An employee may be eligible for Family Medical Leave to care for a spouse, parent, parent-in-law or child with a serious health condition, or sick child requiring home care, for the employee's own serious health condition, or for parental leave for the birth of a child or for placement of a child under 18 years of age for adoption or foster care. As a general rule, such leave shall not exceed twelve (12) weeks within any twelve (12) month period, except as otherwise required by law. An employee may qualify for more than twelve (12) weeks of leave under OFLA and FMLA.

Where practicable, and subject to the approval of the treating health care provider, the employee shall make a reasonable effort to schedule health care treatment or supervision to minimize disruption of the employer's operations.

A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

- 1) in-patient care in a hospital, hospice or a residential medical facility, including a period of incapacity connected with in-patient care; or
- 2) continuing treatment by a health care provider for a serious health condition for:
 - (a) incapacity of more than three (3) days;
 - (b) any period of incapacity for pregnancy or prenatal care;
 - (c) any period of incapacity or treatment for a chronic serious health condition (i.e., asthma, diabetes, epilepsy, etc.);
 - (d) permanent or long-term incapacity for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, terminal stages of a disease, etc.);
 - (e) multiple treatments for restorative surgery or a condition that, if not treated, would likely result in an incapacity of more than three (3) calendar days (i.e., chemotherapy for cancer, physical therapy for arthritis, dialysis for kidney disease, etc.).

Section 5. Leave Without Pay.

- A. **Generally.** Leave without pay may be granted to any regular employee by the City Manager or his designee for any period of time up to one hundred eighty (180) days for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager or his designee shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City. Temporary employees shall not be granted leave without pay.
- B. **Authorization.** All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the Police Chief, and referred to the City Manager with the Police Chief's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

- C. Return to Work. Unless otherwise approved by the Police Chief or his/her designee after giving due consideration to extenuating circumstances, failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment with the City. Employees on leave without pay may return to work early, provided notice is given to the Police Chief at least five (5) regular City workdays in advance.
- D. Benefits. PTO and Disability PTO are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, though the employee may elect to personally continue such coverage as provided under the terms of such policies. At the City Manager's discretion, an employee may be required to use any earned but unused vacation and holiday benefits before a leave without pay is granted.
- E. Re-employment. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however, if the employee's anniversary date of employment fell during a leave without pay period, the employee's anniversary date shall be extended until the employee has returned to work and completed as many days of continuous employment as the length of leave without pay period.
- F. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued PTO and Disability PTO prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the determination of a health care provider, the certificate shall, if possible, be from the health care provider who previously examined the employee.

Section 6. Administration of Leave Requests.

The following provisions will apply to the administration of all leave requests under this article unless otherwise indicated.

- A. Eligibility for Leave. Regular full or part-time employees will become eligible for leave under this article when they have been employed for at least one hundred eighty (180) calendar days before the first day of leave.
- B. Notice of Leave.

Unless otherwise required by law, employees must provide thirty (30) days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable, notice of such leave must be provided as soon as the employee learns of the need for leave. At a

minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work. Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits. In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave and the availability of other family members to provide care.

- C. Certification. The City may require an employee to provide certification from the employee's health care provider to support a leave of absence request under this article, to the extent allowed by law. Where the need for leave is anticipated, the employee must provide the certification in advance of the leave, when possible (although certification is not required for parental leave, the employee may be required to provide documents evidencing birth, adoption or foster placement). Where the need for the leave is not anticipated, an employee must provide certification within fifteen (15) days of the City's request for such certification. In some cases, the City may require a second or third opinion (not for leave to care for sick child), at the City's expense. If an employee requests a family medical leave for the employee's own serious health condition, the employee will also be required to furnish a certification (fitness-for-duty certification) from the employee's health care provider at least three (3) working days before returning to work.

- D. Benefit Status During Leave.

Unless otherwise indicated, leaves under this article are unpaid. However, employees on an unpaid family medical leave shall be entitled to use accrued vacation, sick leave, and compensatory leave, but shall not be required to do so. Leave shall not continue to accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.

For employees on a family medical leave who are otherwise qualified for employee benefits, the City will continue employee benefits, including group medical insurance, for the period of leave required by law, provided the employee pays his/her portion of the premiums. Employees will be asked to authorize payroll deductions for any employee contributions for benefits while they are on leave. In certain situations, the City reserves the right to recover any premiums paid on behalf of an employee for group medical insurance during the leave. For example, if an employee decides not to return to work after a leave for reasons other than a serious

medical condition or circumstances beyond the employee's control, the City reserves the right to recover those premiums paid for such benefits on the employee's behalf during the unpaid leave.

- E. Twelve (12) Month Period. Generally, the twelve (12) month period during which family medical leave is available will start with the first day of the first leave taken by the employee. A second twelve (12) month period will commence with the first day of the first leave taken by the employee following the initial twelve (12) month period and so forth.
- F. Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, he or she will be entitled to be reinstated to an available equivalent position. Employees must promptly return to work when the circumstances which necessitate their leave ends. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement. With the exceptions of employees who are off work as the result of industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.
- G. Leave requests will be administered in accordance with any applicable federal or state laws. Leaves under this Article will run concurrently where permitted by law.

ARTICLE 25 – UNIFORMS AND PRACTICE AMMUNITION

Section 1. If an employee is required to wear a uniform or carry equipment, such uniform and/or equipment shall be furnished by the City. The employee shall make restitution to the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and equipment is the responsibility of the employee. The City will provide cleaning service for up to two City-issued uniforms per week and cleaning service for detectives' court attire as needed.

The City shall provide newly hired officers with a footwear allowance in the amount of two-hundred dollars (\$200). Furthermore, the City shall provide an allowance in an amount of up to two-hundred dollars (\$200) for the receipted purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police's discretion, but at least every other year. Proper maintenance of the appearance of footwear is the responsibility of the officer.

Section 2. Subject to approval by the Police Chief, an employee may be authorized to substitute personal equipment for the equipment furnished by the City. However, the City shall not be responsible for an employee's personal property if loss or damage occurs in the line of duty when City furnished equipment is available.

Section 3. Employees assigned as a regular detective shall receive an annual clothing allowance of up to five-hundred dollars (\$500) for the receipted purchase of clothing for work. Detectives shall be expected to maintain an appearance appropriate to their assignment, as determined by the Chief of Police.

ARTICLE 26 – TRAINING

Section 1. Mandatory Training. When an employee is assigned to attend a training activity, the following shall apply:

1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
2. All mileage and per diem shall be reimbursed in accordance with this agreement.
3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

Section 2. Voluntary Training. Training to which an employee is not specifically assigned pursuant to Section 1 above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

Section 3. The City shall provide an opportunity for each employee to receive all training hours required by DPSST for the maintenance of the employee's certificate. Such training shall be considered mandatory training.

ARTICLE 27 – BUSINESS TRAVEL

Section 1. Mileage Reimbursement. Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the standard IRS-allowed rate.

Section 2. Expenses. An employee traveling on authorized City business shall receive reimbursement for meals and lodging in accordance with City policy.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain the approval of the City Manager. Such approval shall not be unreasonably withheld.

ARTICLE 29 – MISCELLANEOUS

Section 1. General and Special Orders.

The City shall furnish the Association with copies of all policies and orders in effect as of the signing of this agreement and shall provide the Association with all additional policies and orders promulgated during the term of this agreement.

Section 2. Use of Force Situations.

The parties agree that the Washington County Use of Deadly Physical Force by a Police Officer Plan has been approved by the City Council and that it will control situations to which it applies. The parties further agree that the Plan provides for an administrative protocol to be followed in the event of use of deadly physical force by a police officer and that any alleged violations of the Plan by the City will be handled in accordance with the Plan and/or SB 111, and will not be subject to the grievance procedure.

Employees involved in the use of deadly force, as defined by the Sherwood Police Department policy manual, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

All employees involved in the use of deadly force or a traumatic incident, as determined by the Chief of Policy or the Association, shall be required to meet with a psychologist/counselor, at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the psychologist/counselor he/she wants to visit from a list of licensed psychologists/counselors mutually agreed upon between the City and the Association. The employee shall notify the City of his/her choice. Debriefing by a chaplain is not considered counseling by a licensed psychologist/counselor. These meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

Section 3. Written Record of Complaint.

It is agreed that no member of the bargaining unit will be required to write a report to the Employer on any complaint against them (by persons in or outside of the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required of any employee, they will be furnished a copy of said signed complaint.

Section 4. Fitness Incentive Bonus. Beginning in fiscal year 2008-2009, the City will implement a bonus of \$500 annually to any officer who passes ORPAT. The parties have agreed to the parameters of the program to implement this annual bonus, which are provided in Appendix C.

ARTICLE 30 – PERSONNEL FILES

Section 1. Content. Personnel records maintained on Police Department employees may include, but are not necessarily limited to, a list of the positions held and compensation received, performance evaluations, and special commendations or awards relating to job performance, notes regarding any disciplinary action(s) or other counseling sessions, and records regarding the payment or administration of benefits. Personnel records will be maintained by the City Manager or his/her designee. All employees, including those on leave without pay status, are required to keep the City informed of their current home address at all times.

Section 2. Confidentiality. An employee's personnel records are confidential, except as provided by law. Only the employee, a representative of the employee with written permission of the employee, the employee's immediate supervisor, the Police Chief, and the City Manager, or other personnel authorized by the City Manager, may examine an employee's confidential personnel records. Confidential personnel records shall not be released to any unauthorized individuals except with the written consent of the employee. No documents shall be removed from an employee's personnel file without the City Manager's approval, provided, however, employees have the right to inspect and to copy documents from their own personnel file at any time, subject to notification of the City Manager. Authorized inspections shall take place in the presence of the City Manager or the Director of Finance.

Section 3. Response to Disciplinary Material. A copy of any written disciplinary document placed in an employee's personnel file which the employee has not already received shall be furnished to the employee within seven (7) calendar days after it is placed in the personnel file. The employee may respond in writing, within (30) calendar days, to any information in such document with which the employee disagrees, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 4. Removal From File. Upon written request by an employee, all letters of warning and reprimands will be removed from Association member's personnel files at the time prescribed by OAR 166-200-0090(4) and (7), unless other similar discipline has been received by the employee within the applicable period.

ARTICLE 31 – FUNDING CLAUSE

Section 1. The City agrees to include moneys necessary to fund this Agreement in its General Fund budget. However, the City makes no guarantee or representations as to passage, voter approval, or level of employment within the department.

ARTICLE 32 – SAVINGS CLAUSE

Section 1. Should any portion of this Agreement or supplement thereto be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court, and to bring it into conformance. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

ARTICLE 33 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and the Sherwood Police Officers' Association resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Sherwood Police Officers' Association where mutually agreeable.

ARTICLE 34 – TERM OF AGREEMENT

Section 1. This agreement shall be effective upon execution, and shall remain in full force and effect until June 30, ~~2013~~2014, and shall continue in effect during the period of negotiations until a successor agreement is reached.

Section 2. This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st, ~~2012~~2010, that it wishes to modify the Agreement.

**FOR THE SHERWOOD POLICE
OFFICERS' ASSOCIATION**

**FOR THE CITY OF
SHERWOOD**

~~Jeff Fitzpatrick~~
Association President

~~Ross Schultz~~Jim Patterson
City Manager

~~Corey Jentzsch~~
Association Vice-President

Date

Date

APPENDIX A

EFFECTIVE the first payroll period in July 2011~~08~~*:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$3,923	\$4,021	\$4,122	\$4,225	\$4,331	\$4,439	\$4,550	\$4,664	\$4,780	\$4,900	\$5,022

***For employees who were employed with the City upon execution of this Agreement.**

APPENDIX B
INTERNAL INVESTIGATION PROCEDURES
INVOLVING DISCIPLINE OF AN ECONOMIC NATURE

A. Definition.

For purposes of these procedures, "Discipline of an Economic Nature" is defined as a suspension, reduction in pay or benefits, demotion or dismissal.

B. Advance Notice.

Prior to any internal investigation which could result in discipline of an economic nature, the employee concerned shall be notified not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association.

C. The Interview

1. The interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.

2. Any interview of an employee normally shall be when he/she is on duty, unless the serious nature of the investigation dictates otherwise.

3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to him/her, and may have an Association or other representative present to witness the interview and assist him/her.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding two (2) hours shall be continued only by mutual consent.

5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview himself/herself at

his/her own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

6. The employee may be required to answer any questions involving criminal or non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

D. Investigation Findings:

If the City determines that discipline of an economic nature will be imposed, the employee will be furnished with a copy of all the reports of the investigation. The employee shall have ten (10) days from receipt of the investigative summary to respond to the proposed discipline, either in writing or in person, as to why the proposed discipline would be inappropriate.”

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APPENDIX C

Relating to Article 29 section 4 of the Collective Bargaining Agreement

Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive will be established beginning July 1, 2011~~08~~. Employees will be provided the opportunity to participate in the DPSST certified ORPAT course once per fiscal year. Scheduling of this testing shall be determined by the Chief of Police or his/her designee, and will allow for make-up tests ~~and re-tests~~ as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off duty and without compensation. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

~~Those Employees who successfully complete the ORPAT course in a time that is considered passing will receive an incentive bonus of five hundred dollars (\$500.00).~~

Those Employees who successfully complete the ORPAT as prescribed below will receive the associated incentive bonus (All times listed are in minutes):

<u>Completion Time</u>	<u>Fitness Incentive</u>
<u>4:00 or less</u>	<u>\$850.00</u>
<u>4:01 through 4:45</u>	<u>\$700.00</u>
<u>4:46 through 5:30</u>	<u>\$500.00</u>
<u>5:31 through 6:15</u>	<u>\$350.00</u>
<u>6:16 through 7:00</u>	<u>\$200.00</u>

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The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. ~~For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer.~~

If an Employee fails to pass the ORPAT, he/she must wait for the next annual opportunity.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within (1) month after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within (2) months after the Employee's request.

~~If an Employee passes the ORPAT on their second attempt they will receive an incentive bonus of two hundred and fifty dollars (\$250) for the fiscal year the re-test was taken for. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.~~

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, bona-fide illness or injury or other reasonable conflict, the Employee may request a make-up test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police, or his/her designee.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who participate but do not satisfactorily complete the ORPAT~~seek this incentive, but do not meet the minimum ORPAT passing standard~~ as defined in this agreement, will not be negatively impacted.

MEMORANDUM OF AGREEMENT

Regarding One-Time Performance Bonus

Based on a recognition of recent events, ongoing hard work and challenging staffing issues, the City will pay a one-time lump sum performance bonus of \$500 to all bargaining unit employees. The performance bonus will be paid on [date].

TO: Sherwood City Council

FROM: Bob Galati, P.E., City Engineer, Engineering Department

SUBJECT: RESOLUTION 2011-058 AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DKS ASSOCIATES FOR ON-CALL TRAFFIC ENGINEERING SERVICES.

ISSUE: Shall the City Council adopt Resolution 2011-058 which authorizes the City Manager to enter into a contract with DKS Engineering for On-Call Traffic Engineering Services?

BACKGROUND: Traffic engineering is a specialized branch of civil engineering in which the City's Engineering Department staff does not have extensive experience or skillsets to provide this service in-house. The best way for the City to acquire this capability is to contract with a consulting engineering firm for these services.

The Community Development Division utilizes on-call traffic engineering services in the planning review and approval process for private development submittals, and for development and amending the City's Transportation System Plan (TSP) on an as-needed basis. The Engineering Department may also utilize the traffic engineering consultant on the development of minor street capital improvement projects (CIP's).

FINDINGS: On April 26th, 2011, staff solicited proposals from qualified consulting firms for on-call traffic engineering services. Proposal submittals were to be submitted on May 9th, 2011. Three traffic engineering consulting firms responded with submittals of their qualifications and proposals.

A review committee comprised of staff from the engineering and planning departments reviewed and ranked the proposals based on a simple point system. The highest ranking consulting firm, DKS Associates, was selected to provide the on-call traffic engineering services.

Negotiations with DKS Associates took place and a scope of work letter was defined and agreed to. DKS Associates provided an Escalated Salary Rate Schedule which will be used to determine payments. Both documents are attachments to the professional services contract.

The On-Call Traffic Engineering Services contract will run for a period of three years with a lump sum contract amount not to exceed \$125,000.00. The contract period may be extended twice in one year increments if the remaining budget will cover the expected consultant time during the extension.

RECOMMENDATION: MOTION TO APPROVE RESOLUTION 2011-058 A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DKS ENGINEERING FOR ON-CALL TRAFFIC ENGINEERING SERVICES.



RESOLUTION 2011-058

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DKS ASSOCIATES FOR ON-CALL TRAFFIC ENGINEERING SERVICES

WHEREAS, the City solicited proposals for on-call transportation engineering services supporting City staff in private development reviews and very small capital improvement transportation projects where issuance of a professional services RFP is not warranted or cost effective; and

WHEREAS, the request for proposal (RFP) was publicly advertised and submittals were evaluated utilizing prescribed criteria; and

WHEREAS, three submittals were received and evaluated, and the highest ranked and most responsive responsible consultant was selected.

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

Section 1: The City Council authorizes the City Manager to enter into a contract with DKS Associates for on-call transportation engineering services. The *Scope of Work* is attached as Exhibit A and *Escalated Salary Rate Schedule* as Exhibit B.

Section 2: The term of this On-Call Traffic Engineering Services contract will be for a 3-year period. This contract may be extended twice in 1-year increments if the remaining budget will cover the expected consultant time during the extension.

Section 3: The budget for this On-Call Traffic Engineering Services contract is for a maximum not to exceed amount of \$125,000.

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

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder



EXHIBIT A

June 27, 2011

Bob Galati
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

Subject: City of Sherwood On-Call Traffic Services

A11x06-079

Dear Bob:

Thank you for selecting DKS Associates for your On-Call Traffic Services. We look forward to continuing our successful working relationship over the next three years. Per your request, we have prepared this letter scope of services to outline the types of tasks that will be covered on a task-by-task basis. In addition, we have attached our current fee schedule.

SCOPE OF SERVICES

DKS Associates will complete Traffic Service tasks as requested by the City of Sherwood. In general, the types of tasks include:

- A. Review of traffic impact analysis documents
 - Review of traffic impact analysis provide by others and evaluate the trip generation, safety, compliance to the CAP Ordinance, and mitigation for new development
- B. Traffic Operations
 - Review, study and evaluate traffic safety issues and provide technical advice
- C. Traffic Design
 - Design traffic signals, street lighting, signing, striping, and traffic control plans.
 - Peer review of traffic design elements for City of Sherwood Capital Improvement projects.

On-Call Traffic Services
June 27, 2011
Page 2 of 3

- D. Develop Traffic Impact Analysis Reports
 - Develop traffic impact analysis reports and provide technical report to document findings

- E. Incidental Services
 - Coordinate with City staff for design tasks as needed by the City.
 - Perform site visits to verify existing site conditions
 - Provide technical reports, plans and specifications as required.
 - Attend project meetings as requested by the City.
 - Attend public hearings as requested by the City.

TASK AUTHORIZATION

DKS Associates will perform On-Call Traffic Services as requested by the City. For each task, the City will authorize a task scope, budget and schedule. For significant tasks, a separate scoping letter with detailed scoping information may be required.

BUDGET

In consideration of the performance of these services, DKS Associates will be compensated on a time and materials basis in accordance with the hourly billing rates set forth in the attached fee schedule, subject to annual revision, for a maximum fee not to exceed \$125,000. This fee is based upon the scope of services and level of effort presented above.

DKS will invoice monthly based upon the time and materials expended. Payments are due on a net 30 day basis. A service charge of 1-1/4 percent per month compounded will be assessed on billings not paid when due. If payment of our invoices is not made within 45 days of the due date, DKS reserves the right to cease work on this project until such time as payment is received. In the event of any litigation between the parties to this agreement arising from this agreement, the prevailing party shall be reimbursed for its reasonable attorneys fees and costs.

Should the services not be authorized in thirty (30) days; or should changes occur in the scope or level of effort; or should the completion date extend beyond July 31, 2014 due to circumstances beyond DKS's control; we reserve the right to revise the scope, our billing rates, budget and schedule to reflect then current conditions. Such revisions will be effected through amendments to this agreement.

Two originals of this letter have been provided. If this agreement is acceptable, please have a duly authorized official of your company sign below and return one original for our files. That signature will constitute formal authorization to proceed with the services according to the terms outlined.

On-Call Traffic Services
June 27, 2011
Page 3 of 3

If you have any questions about this scope of services, please call me or Chris Maciejewski.

Sincerely,

DKS Associates
A Corporation



Carl D. Springer, PE
Principal

Approved by:

City of Sherwood

By: _____

Title

Date

EXHIBIT B

Escalated Salary Rate Schedule

Firm Name: **DKS**
 Data as of date: **1/1/11**

WOC Multipliers

Overhead	175.74%
Profit	10.50%
FCCM	0.679%

Classification*	Escalation Rate	1.045		Loaded Rates	
		2010 Rate	2011 Rate	2010 Rate	2011 Rate
Tech Level A	Average	\$ 9.33	\$ 9.75	\$ 28.50	\$ 29.78
Tech Level A	Max	\$ 10.16	\$ 10.61	\$ 31.02	\$ 32.41
Tech Level B	Average	\$ 10.49	\$ 10.97	\$ 32.05	\$ 33.49
Tech Level B	Max	\$ 12.18	\$ 12.72	\$ 37.18	\$ 38.86
Tech Level C	Average	\$ 13.42	\$ 14.02	\$ 40.98	\$ 42.83
Tech Level C	Max	\$ 14.21	\$ 14.85	\$ 43.38	\$ 45.34
Tech Level D/Grade 1	Average	\$ 14.59	\$ 15.25	\$ 44.55	\$ 46.56
Tech Level D/Grade 1	Max	\$ 16.25	\$ 16.98	\$ 49.62	\$ 51.85
Tech Level E/Grade 2	Average	\$ 17.51	\$ 18.29	\$ 53.46	\$ 55.86
Tech Level E/Grade 2	Max	\$ 18.28	\$ 19.10	\$ 55.82	\$ 58.34
Tech Level F/Grade 3	Average	\$ 19.25	\$ 20.12	\$ 58.79	\$ 61.44
Tech Level F/Grade 3	Max	\$ 20.31	\$ 21.23	\$ 62.03	\$ 64.82
Tech Level G/Grade 4	Average	\$ 21.01	\$ 21.96	\$ 64.16	\$ 67.05
Tech Level G/Grade 4	Max	\$ 22.34	\$ 23.35	\$ 68.23	\$ 71.30
Tech Level H/Grade 5	Average	\$ 22.94	\$ 23.98	\$ 70.06	\$ 73.22
Tech Level H/Grade 5	Max	\$ 24.37	\$ 25.47	\$ 74.43	\$ 77.78
Tech Level I/Grade 6	Average	\$ 26.26	\$ 27.45	\$ 80.20	\$ 83.81
Tech Level I/Grade 6	Max	\$ 26.41	\$ 27.59	\$ 80.63	\$ 84.26
Tech Level J/Grade 7	Average	\$ 27.85	\$ 29.10	\$ 85.04	\$ 88.86
Tech Level J/Grade 7	Max	\$ 28.44	\$ 29.72	\$ 86.84	\$ 90.74
Tech Level K/Grade 8	Average	\$ 29.53	\$ 30.86	\$ 90.17	\$ 94.23
Tech Level K/Grade 8	Max	\$ 30.47	\$ 31.84	\$ 93.04	\$ 97.23
Tech Level L/Grade 9	Average	\$ 31.19	\$ 32.59	\$ 95.24	\$ 99.53
Tech Level L/Grade 9	Max	\$ 32.50	\$ 33.96	\$ 99.24	\$ 103.71
Tech Level M/Grade 10	Average	\$ 34.14	\$ 35.67	\$ 104.24	\$ 108.93
Tech Level M/Grade 10	Max	\$ 34.53	\$ 36.08	\$ 105.44	\$ 110.19
Grade 11	Average	\$ 36.46	\$ 38.10	\$ 111.35	\$ 116.36
Grade 11	Max	\$ 36.55	\$ 38.19	\$ 111.61	\$ 116.64
Grade 12	Average	\$ 37.93	\$ 39.63	\$ 115.82	\$ 121.03
Grade 12	Max	\$ 38.58	\$ 40.32	\$ 117.82	\$ 123.12
Grade 13	Average	\$ 39.74	\$ 41.53	\$ 121.35	\$ 126.81
Grade 13	Max	\$ 40.61	\$ 42.44	\$ 124.02	\$ 129.60
Grade 14	Average	\$ 41.02	\$ 42.86	\$ 125.25	\$ 130.89
Grade 14	Max	\$ 42.64	\$ 44.56	\$ 130.22	\$ 136.08
Grade 15	Average	\$ 44.19	\$ 46.18	\$ 134.96	\$ 141.03
Grade 15	Max	\$ 44.67	\$ 46.69	\$ 136.42	\$ 142.56
Grade 16	Average	\$ 45.50	\$ 47.55	\$ 138.96	\$ 145.21
Grade 16	Max	\$ 46.71	\$ 48.81	\$ 142.63	\$ 149.04
Grade 17	Average	\$ 48.72	\$ 50.91	\$ 148.76	\$ 155.46
Grade 17	Max	\$ 48.75	\$ 50.94	\$ 148.86	\$ 155.56
Grade 18	Average	\$ 50.76	\$ 53.04	\$ 155.00	\$ 161.97
Grade 18	Max	\$ 50.78	\$ 53.06	\$ 155.07	\$ 162.04
Grade 19	Average	\$ 51.34	\$ 53.65	\$ 156.77	\$ 163.82
Grade 19	Max	\$ 52.81	\$ 55.19	\$ 161.27	\$ 168.52

Grade 20	Average	\$ 52.85	\$ 55.23	\$ 161.40	\$ 168.66
Grade 20	Max	\$ 54.84	\$ 57.31	\$ 167.47	\$ 175.01
Grade 21	Average	\$ 56.59	\$ 59.14	\$ 172.81	\$ 180.58
Grade 21	Max	\$ 56.87	\$ 59.43	\$ 173.67	\$ 181.49
Grade 22	Average	\$ 57.76	\$ 60.36	\$ 176.37	\$ 184.31
Grade 22	Max	\$ 58.90	\$ 61.55	\$ 179.88	\$ 187.97
Grade 23	Average	\$ 59.52	\$ 62.19	\$ 181.74	\$ 189.92
Grade 23	Max	\$ 60.92	\$ 63.67	\$ 186.04	\$ 194.42
Grade 24	Average	\$ 61.84	\$ 64.62	\$ 188.85	\$ 197.34
Grade 24	Max	\$ 62.96	\$ 65.79	\$ 192.25	\$ 200.90
Grade 25	Average	\$ 63.60	\$ 66.46	\$ 194.21	\$ 202.95
Grade 25	Max	\$ 64.99	\$ 67.91	\$ 198.45	\$ 207.38
Grade 26	Average	\$ 65.35	\$ 68.29	\$ 199.55	\$ 208.53
Grade 26	Max	\$ 67.02	\$ 70.03	\$ 204.65	\$ 213.86
Grade 27	Average	\$ 67.68	\$ 70.73	\$ 206.69	\$ 215.99
Grade 27	Max	\$ 69.05	\$ 72.16	\$ 210.86	\$ 220.34
Grade 28	Average	\$ 69.43	\$ 72.56	\$ 212.02	\$ 221.56
Grade 28	Max	\$ 71.08	\$ 74.28	\$ 217.06	\$ 226.83
Grade 29	Average	\$ 71.76	\$ 74.99	\$ 219.13	\$ 228.99
Grade 29	Max	\$ 73.11	\$ 76.40	\$ 223.26	\$ 233.31
Grade 30	Average	\$ 73.52	\$ 76.82	\$ 224.49	\$ 234.60
Grade 30	Max	\$ 75.14	\$ 78.52	\$ 229.46	\$ 239.79
Grade 31	Average	\$ 75.84	\$ 79.25	\$ 231.60	\$ 242.02
Grade 31	Max	\$ 77.17	\$ 80.65	\$ 235.67	\$ 246.27
Grade 32	Average	\$ 77.60	\$ 81.09	\$ 236.97	\$ 247.63
Grade 32	Max	\$ 79.22	\$ 82.78	\$ 241.90	\$ 252.79
Grade 33	Average	\$ 79.35	\$ 82.92	\$ 242.30	\$ 253.21
Grade 33	Max	\$ 81.25	\$ 84.90	\$ 248.10	\$ 259.27
Grade 34	Average	\$ 81.68	\$ 85.36	\$ 249.44	\$ 260.66
Grade 34	Max	\$ 83.28	\$ 87.03	\$ 254.31	\$ 265.75
Grade 35	Average	\$ 85.18	\$ 89.01	\$ 260.11	\$ 271.81
Grade 35	Max	\$ 85.30	\$ 89.14	\$ 260.48	\$ 272.20

DIRECT NON LABOR COSTS

Approved mileage, airfare, meals, and lodging shall be billed in accordance with Exhibit B of the PA/ATA/Contract.

Other costs will be billed at cost. (For example, equipment rental, trade services (flagging, drill rig), special equipment charges, outside lab tests, etc.)

Outside services and other direct non-labor expenses approved by Agency shall be billed at cost.

The allowability of costs is dependent upon the standards in the Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

TO: Sherwood City Council
FROM: Bob Galati, P.E., City Engineer

SUBJECT: RESOLUTION 2011-059 a Resolution of the City of Sherwood awarding a contract to Brix Paving Company construct the FY11-12 Pavement Maintenance Project.

ISSUE: Should the City adopt Resolution 2011-059 awarding a construction contract to Brix Paving Company the lowest responsive bidder to complete this project?

BACKGROUND: City Public Works Department selected the following three (3) streets to receive maintenance work this year based on the deterioration of the asphalt and funds available:

1. SW Lincoln Street from SW Oregon Street to SW Willamette Street; Full depth restoration meaning a complete removal of the asphalt pavement, followed by a cement treatment of the base rock section, then installation of new asphalt pavement on half the street with portions to be widened up to three feet and the other half will have a grind and overlay with full section removal in weak areas
2. SW Clifford Street; Pavement grind and overlay.
3. SW Smith Street from SW Alexander Lane to SW Fernwood Street; Triangular grind and overlay.

Repaving these streets will extend their service life for an additional 8 to 12 years.

On July 7, 2011, the City received and publicly opened six (6) bids for the project. City staff reviewed all six bids and found the lowest responsive bidder was Brix Paving Company of Tualatin, Oregon. City staff recommends the contract be awarded to Brix Paving Company, in an amount of \$100,381.83. City staff also recommends a 15% construction contingency in the amount of \$15,144.77, to cover unforeseen construction issues and differing site conditions.

Funding for the project will come from Street Maintenance funds.

Staff requests the approval of a Resolution (attached to this staff report) authorizing the City Manager to sign appropriate construction contracts to proceed with the construction of the FY11-12 Pavement Maintenance Project.

FINDINGS: By passing this resolution the City can award necessary contracts to complete the FY11-12 Pavement Maintenance Project.

RECOMMENDATION: MOTION TO ADOPT RESOLUTION 2011-059, A RESOLUTION AWARDED A CONTRACT TO BRIX PAVING COMPANY TO CONSTRUCT THE FY11-12 PAVEMENT MAINTENANCE PROJECT.



RESOLUTION 2011-059

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT TO BRIX PAVING COMPANY TO CONSTRUCT THE FY11-12 PAVEMENT MAINTENANCE PROJECT

WHEREAS, the City solicited Bids based upon competitive quotes meeting the requirements of the City and State Contracting Rules; and

WHEREAS, the City received six (6) Bids that were opened on July 7, 2011; and

WHEREAS, the City reviewed the Bids and selected the lowest Responsive Bid submitted by Brix Paving Company in an amount of \$100,381.83; and

WHEREAS, staff recommends establishing a contingency amount of 15% to cover unforeseen construction issues and differing site conditions.

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

Section 1: The contract for construction of the FY11 - 12 Pavement Maintenance Project is awarded to Brix Paving Company. The City Manager is hereby authorized to execute a contract with Brix Paving Company for a maximum of \$100,381.83 to complete this project.

Section 2: Subject to the limitations of the City and State Contracting Rules and other applicable laws, the City Manager is authorized to enter into change orders with Brix Paving Company for an amount not to exceed the contingency amount equal to \$15,144.77 (15% of bid).

Section 3: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Council Meeting Date: July 19, 2011

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Jeff Groth, Chief of Police

SUBJECT: RESOLUTION 2011-060 authorizing the City Manager to sign a Inter-Governmental Agreement between the City of Sherwood and the Sherwood School District for the purposes of the School Resource Officer.

ISSUE: The City of Sherwood has met with school district leadership and come to an agreement regarding a mutually funded SRO position. The IGA has been approved by legal counsel and is ready to be signed.

BACKGROUND/SUMMARY: City Staff, including Jeff Groth, Craig Gibons and Jim Patterson met with school district officials to discuss the mutual benefits of an SRO and the fiscal benefits of costs sharing.

The SRO position was contained in and approved as a part of the 2011-2012 City of Sherwood budget.

FINDINGS: The SRO position mutually benefits both parties and will enhance public safety.

RECOMMENDATION: STAFF RECOMMENDS COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN THE INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD SCHOOL DISTRICT.



RESOLUTION 2011-060

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD SCHOOL DISTRICT FOR THE PURPOSES OF THE SCHOOL RESOURCE OFFICER

WHEREAS, The duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the public safety benefits of the School Resource Officer and the fiscal benefits of sharing the position costs with the Sherwood School District; and

WHEREAS, The Sherwood City Council hereby resolves that it is in the good interest of the City to enter into an Inter-Governmental Agreement with the Sherwood School District for the purposes of the School Resource Officer and thereby authorizes the City Manager to sign the agreement.

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

Section 1. The City Manager is authorized to enter into an Inter-Governmental Agreement with the Sherwood School District and to sign the agreement between the City of Sherwood and the Sherwood School District, attached as Exhibit A.

Section 2. This Resolution is and shall be effective from and after its adoption by the City Council.

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

**CITY OF SHERWOOD
SHERWOOD SCHOOL DISTRICT NO. 88J**

Intergovernmental Agreement for Provision of School Resource Officer Services

THIS AGREEMENT is entered into by and between the City of Sherwood, Oregon ("City"), and Sherwood School District No. 88J ("District"), pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation).

- A. The District desires the services of a School Resource Officer to create an atmosphere of safety and security on all district campuses, to provide for community policing on campus, and to provide a positive law enforcement experience for the school community.
- B. The City currently operates a sworn police force that could provide such services.
- C. The parties desire to cooperate in the provision of this service in order to ensure good communication and the efficient deployment of resources.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. General Administration – City Responsibilities.
 - a. The City shall provide one police officer who will be assigned to the District and will serve as a School Resource Officer ("SRO"). The SRO's primary assignment will be at Sherwood High School.
 - b. The SRO shall be a sworn employee of the City Police Department and shall be supervised by the Police Department through the Support Services Division and the designated supervisor ("SRO Supervisor"). The SRO Supervisor will be responsible for hiring, firing, evaluation, and discipline of the SRO pursuant to the personnel policies and/or collective bargaining agreements of the City. The SRO Supervisor will promptly review and respond to any performance concerns raised by the District.
 - c. Except as provided in Section 2(a) below, the City shall furnish all equipment and a vehicle for use by the SRO.
 - d. The SRO Supervisor shall consult with the high school principals with regard to the SRO's schedule, and shall consult with all affected school principals regarding SRO activities in their schools.
- 2. General Administration – District Responsibilities.
 - a. The District shall provide the SRO with a furnished (desk, chairs, telephone, computer, office supplies) office within Sherwood High School. The District will be responsible for all utilities supplied to the Office.
 - b. District principals shall work cooperatively with the SRO Supervisor regarding the SRO's schedule and deployment at the schools.

3. General Administration – Responsibilities of both Parties:

- a. The parties anticipate that the SRO will spend approximately half time on school police business and half time on non-school police business. The parties understand that this can vary on a day-to-day basis depending on policing needs generally, and on the schools and on the school year. The parties will evaluate time spent at least annually prior to the contract notice of termination deadline each year to determine if any adjustments are necessary.
- b. The parties agree that all equipment supplied by the District shall remain the property of the District, and all equipment supplied by the City shall remain the property of the City.
- c. The parties agree that a well-trained SRO is necessary to ensure effective policing. The cost of specialized SRO training shall be shared by mutual agreement between the City and the District on a case-by-case basis.
- d. The parties agree that the specific duties and responsibilities of the SRO in the performance of work under this Agreement shall be defined by a separate memorandum of understanding between the City Police Chief on behalf of the City and the District Superintendent on behalf of the District. In the event of any conflicts between this Agreement and any memorandum of understanding, this Agreement controls.

4. Payments to the City.

- a. The District shall pay the City 50% of the annual costs for recruitment, salary, and benefits of the SRO position. The estimated cost for the first year of this Agreement is \$60,000.
- b. The City will invoice the District quarterly at the beginning of each fiscal quarter for the prorated costs for the quarter, plus 50% of any agreed-upon specialized training expenses incurred during the prior quarter. The District will make payment on such invoice within 30 days of receipt.
- c. At least 60 days prior to the end of the current fiscal year covered under this Agreement, the City will provide the District with a statement of the costs described in Section 4(a) for the following fiscal year, along with an explanation of any increases in the cost. If the parties agree on the costs, the District's costs for the following fiscal year shall be set forth in an addendum to this Agreement. If the parties cannot agree on the costs, this Agreement shall terminate at the end of the current fiscal year.

5. Reports.

- a. The City agrees to provide a monthly activity report to the District.
- b. The City will provide other reports, or may discontinue or combine any of the above reports, as the City and the District may mutually agree. If the reports requested by the District require extensive programming time, the City and the District may agree upon additional charges to be paid for such additional work under this Agreement.

6. Limitations and Conditions.

- a. To the extent permitted by Oregon law, the City agrees to indemnify, within the limits of the Oregon Tort Claims Act, the District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of the City's activities under this Agreement, provided, that the City shall not be required to indemnify the District for any such claims, demands, settlements, or judgments arising from the wrongful acts of the District's officers, agents, or employees.
- b. To the extent permitted by Oregon law, the District agrees to indemnify, within the limits of the Oregon Tort Claims Act, the City from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of the District's activities under this Agreement, provided, that the District shall not be required to indemnify the City for any such claims, demands, settlements, or judgments arising from the wrongful acts of the City's officers, agents, or employees.
- c. The City and the District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.

7. Term.

This Agreement shall be effective beginning July 1, 2011 through June 30, 2012. It shall automatically be renewed for each successive fiscal year unless the parties do not execute an addendum establishing the District's cost for the following fiscal year by June 30 of the current fiscal year.

8. Integration.

This Agreement embodies the whole of the agreement between the parties. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

9. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

10. Notice.

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to City: Jeff Groth, Chief of Police
 20495 SW Borchers Drive
 Sherwood, Oregon 97140

If to District: Heather Cordie, Superintendent
23295 SW Main Street
Sherwood, Oregon 97140

11. Oregon Law and Forum.

- a. This Agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the City and the District arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

12. Independent Contractor Status.

- a. The City is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. The City and its employees are not employees of the District and are not eligible for any benefits through the District including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

13. Amendments.

The City and the District may amend this Agreement at any time only by written amendment executed by the City and the District.

14. Non-Waiver.

The City and the District shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS WHEREOF, the authorized representatives of the City of Sherwood and the Sherwood School District No. 88J, have HEREBY AGREED:

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88j

By _____
Jim Patterson,
City Manager

By _____
Heather Cordie,
Superintendent

Date signed: _____

Date signed: _____

TO: Sherwood City Council
FROM: Julia Hajduk, Planning Manager
Through: Tom Pessemier, Community Development Director
Subject: Resolution 2011-062 initiating annexation of the Brookman Area

EXECUTIVE SUMMARY

Summary: The attached resolution will initiate the annexation process for a potential annexation of the Brookman Concept Plan area (Area 54-55). There are two annexation methods used by the City: owner initiated annexation and City initiated annexation. In City initiated annexations authorized by ORS 222.111, the City initiates annexation and then a public hearing is held where the Council would vote whether to place the issue on the ballot for the registered voters in the area to be annexed to approve. In addition, City of Sherwood regulations require a vote of the Sherwood residents as well. If the Council approves this resolution, the hearing would be scheduled for August 16, 2011 with a potential election date of November 8, 2011.

Previous Council Actions: N/A

Background/Problem Discussion: The City of Sherwood approved the concept plan for the Brookman Plan area in 2009 via Ordinance 2009-004. The area remains in the County and under County jurisdiction until annexation. Development to the urban densities identified in the concept plan cannot occur until annexation. Because of the number of lots in the area, there is unlikely to be one or only a few large developers willing and able to take an annexation through a property owner initiated annexation process. In addition, a number of property owners and prospective property owners have questioned whether the City was going to annex this area into the City and when the area might be ready for development.

If an annexation of the area is successful, it could help expedite development of the area when the economy begins to improve.

Alternatives: The Council could chose not to approve the resolution, thereby eliminating the possibility of a November 2011 vote on the annexation. The next possible election date would be March 2012 with a special election.

Financial Implications: There are upfront and staff costs associated with processing an annexation. Under property owner initiated annexations, the property owner pays 100% of costs associated with the annexation, including staff time. It is estimated that this annexation will require approximately \$20,000 in funds. This cost includes staff time, filing fees, ballot costs, notice costs and professional services for the preparation of legal descriptions. These costs were included in the FY 2011-2012 budget.

Recommendation and Proposed Motion: Staff recommends City Council adopt the attached resolution initiating annexation of the area known as "Brookman Concept Plan Area".

Attachments:

Draft Resolution
Map of area



RESOLUTION 2011-062

A RESOLUTION INITIATING AN ANNEXATION OF UGB EXPANSION AREA 54 and 55, ALSO REFERRED TO AS THE BROOKMAN CONCEPT PLAN AREA, LOCATED SOUTH OF THE EXISTING SHERWOOD CITY LIMITS AND NORTH OF BROOKMAN ROAD

WHEREAS, the area brought into the Urban Growth Boundary by Metro in 2002, known as the Brookman Concept Plan area, has been concept planned and an implementation ordinance adopted by the Sherwood City Council via Ordinance 2009-04; and

WHEREAS, this area has been identified by Washington County, Clackamas County, Metro and the City of Sherwood as ultimately being within the Sherwood City limits; and

WHEREAS, in an effort to help expedite annexation of this area for the purpose of efficiency to the property owners in the area; and

WHEREAS, ORS 222.111 provides the process for an annexation initiated by a local jurisdiction; and

WHEREAS, the Sherwood City Council would like to follow the ORS 222.111 process and schedule a public hearing on the issue of whether to place annexation of the area on the November 2011 ballot with the understanding that holding the public hearing in no way obligates the City to vote to place the issue on the ballot.

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

Section 1. The City shall develop the necessary application materials and provide the necessary notice of a public hearing on August 16, 2011 to consider annexing the area known as “Brookman Concept Plan area”, map attached as Exhibit A. Notice shall be provided as required by ORS, the City development code and the Metro code, whichever provides the greatest level of notice, to property owners within the affected area and to affected agencies.

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

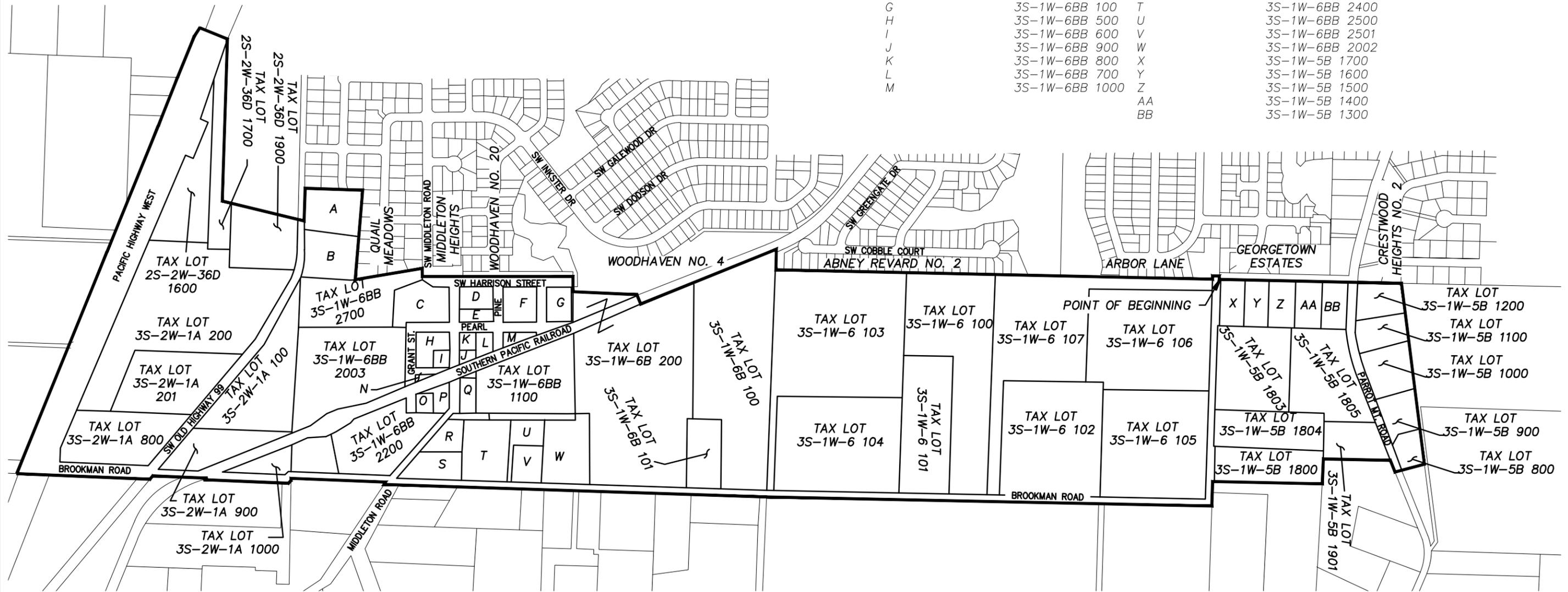
Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City recorder

TAG LETTER	TAX LOT NUMBER	TAG LETTER	TAX LOT NUMBER
A	2S-2W-36D 700	N	3S-1W-6BB 1801
B	2S-2W-36D 800	O	3S-1W-6BB 1900
C	3S-1W-6BB 2001	P	3S-1W-6BB 1700
D	3S-1W-6BB 300	Q	3S-1W-6BB 1600
E	3S-1W-6BB 400	R	3S-1W-6BB 2300
F	3S-1W-6BB 200	S	3S-1W-6BB 2301
G	3S-1W-6BB 100	T	3S-1W-6BB 2400
H	3S-1W-6BB 500	U	3S-1W-6BB 2500
I	3S-1W-6BB 600	V	3S-1W-6BB 2501
J	3S-1W-6BB 900	W	3S-1W-6BB 2002
K	3S-1W-6BB 800	X	3S-1W-5B 1700
L	3S-1W-6BB 700	Y	3S-1W-5B 1600
M	3S-1W-6BB 1000	Z	3S-1W-5B 1500
		AA	3S-1W-5B 1400
		BB	3S-1W-5B 1300



GRAPHIC SCALE



(IN FEET)
1 inch = 600 ft.

Resolution 2011-062, Map-Exhibit A
July 19, 2011, Page 1 of 1

EXHIBIT OF ANNEXATION
AREA 54-55
SECTION 1, T. 3 S., R. 2 W.,
SECTION 36, T. 2 S., R. 2 W.,
SECTIONS 31, T. 2 S., R. 1 W.,
SECTION 6, T. 3 S., R. 1 W., W.M.
WASHINGTON COUNTY &
SECTION 5, T. 3 S., R. 1 W., W.M.
CLACKAMAS COUNTY, OREGON

DATE: 06/28/11
DRAWN BY: LAN
CHECKED BY: GRA
REVISIONS:
JOB NO.: 1333-012

WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224

(503) 684-0600
FAX (503) 624-0100

TO: Sherwood City Council

FROM: Tom Pessemier, P.E., Community Development Director

SUBJECT: RESOLUTION 2011-061, A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN REAL PROPERTY NECESSARY TO CONSTRUCT, INSTALL AND THEREAFTER MAINTAIN STREET AND UTILITY INFRASTRUCTURE RELATED TO THE EXTENSION OF SW ADAMS AVENUE BETWEEN SW TUALATIN-SHERWOOD ROAD AND HIGHWAY 99W

ISSUE: Should the City adopt Resolution 2011-061 authorizing the acquisition of the public right-of-way and easements necessary to construct and maintain SW Adams Avenue between SW Tualatin-Sherwood Road and Highway 99W?

BACKGROUND: Resolution 2008-049 approved a Memorandum of Understanding (MOU) between the City and PGE, which outlined the City's efforts to concept plan and annex UGB expansion land owned by PGE into City limits for the purpose of extending SW Adams Avenue to 99W. The MOU also outlined the desire to establish a zone change for PGE's parcel abutting 99W near Home Depot. After the zone change, PGE was to dedicate the land and easements necessary to construct Adams Avenue. The City met their commitments, outlined in the MOU. After analyzing the before and after valuations of their properties, PGE determined that the annexation and zone changes created a positive net benefit that could be passed onto their rate payers, and after receiving approval from the Oregon Public Utility Commission, PGE was authorized to transfer the land and easements for the road extension as described by the City's design consultant on the project. PGE has signed and returned all documents necessary to dedicate the land and easements.

The next step in the process is for the City Council to authorize the City Manager to accept the land and easements on the City's behalf so the documents can be recorded at the County.

FINDINGS: This resolution will enable the City to acquire the land necessary to construct the north extension of SW Adams Avenue.

RECOMMENDATION: MOTION TO ADOPT RESOLUTION 2011-061, A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN REAL PROPERTY NECESSARY TO CONSTRUCT, INSTALL AND THEREAFTER MAINTAIN STREET AND UTILITY INFRASTRUCTURE RELATED TO THE EXTENSION OF SW ADAMS AVENUE BETWEEN SW TUALATIN-SHERWOOD ROAD AND HIGHWAY 99W

ATTACHMENTS: Draft Resolution (2 pages), Exhibit A (ROW Dedication Deed, 3 Pages), Exhibit B (PUE, 3 Pages), Exhibit C (Storm Easement, 3 pages), Exhibit D (Legal Descriptions & Exhibits, 18 pages)



RESOLUTION 2011-061

A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN REAL PROPERTY NECESSARY TO CONSTRUCT, INSTALL AND THEREAFTER MAINTAIN STREET AND UTILITY INFRASTRUCTURE RELATED TO THE EXTENSION OF SW ADAMS AVENUE BETWEEN SW TUALATIN-SHERWOOD ROAD AND HIGHWAY 99W

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

WHEREAS, the City of Sherwood entered into a Memorandum of Understanding (MOU) with Portland General Electric (PGE) via Resolution 2008-049 regarding the effort to concept plan, rezone property and annex an urban growth area owned by PGE after which PGE would dedicate real property necessary to construct and maintain the north extension of SW Adams Avenue; and

WHEREAS, the City of Sherwood completed the zone change, concept plan and annexation efforts, thus meeting the commitments set forth in the MOU; and

WHEREAS, PGE determined that the zone change and annexation caused a positive net benefit to the land valuation, which enabled them to approve the transfer of real property through the Oregon Public Utility Commission via OPUC Order Number 10-463; and

WHEREAS, PGE has signed the dedication deed, public utility easement, and storm easement documents, which must also be signed by the City prior to recording; and

WHEREAS, both parties have met the obligations of the MOU, the OPUC has approved the transfer of real property and the Council deems it necessary and in the public interest to accept certain property interests for the north extension of SW Adams Avenue.

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

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

Section 2: The real property and interests described herein are required and are being accepted as necessary in the public interest. The improvements and use to said property have been planned, designed, located and will be constructed in a manner that will be most compatible with the greatest public benefit and the least private injury or damage; and

Section 3: The Sherwood City Manager is authorized to execute the dedication deed for public right-of-way, public utility easement, and storm easement on behalf of the City of Sherwood.

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

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

After recording, please return to:
City of Sherwood
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140

DEDICATION DEED *(Individual Grantor)*

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon Corporation, GRANTOR, does on behalf of GRANTOR, GRANTOR'S heirs, successors and assigns hereby grant, convey and dedicate to the CITY OF SHERWOOD, a political subdivision of the State of Oregon, GRANTEE, a perpetual public right-of-way easement across, on and below certain real property situated in the City of Sherwood as described in Exhibit "A" (Legal Description) and Exhibit "B" (Location Map), attached hereto and by this reference incorporated herein.

The monetary consideration for this conveyance is \$0.00. However, the true consideration is the mutual promises contained herein and other good and valuable consideration, the receipt and of which is hereby acknowledged.

GRANTOR hereby covenants to and with GRANTEE that GRANTOR is lawfully seized in fee simple of said property, which is free from all encumbrances, except for easements, encumbrances, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein. GRANTEE accepts the property and the easement "AS IS" in the condition now existing with no improvement, alteration or other work to be performed by GRANTOR.

GRANTEE (and other public or private entities or persons GRANTEE deems in its reasonable discretion as appropriate) shall have the perpetual right to construct, improve, operate and maintain a public right-of-way (and such other uses reasonably deemed by the GRANTEE to not be incompatible therewith) across and on and below the property as described on Exhibits "A" and "B" provided it is used for vehicular (be they motorized or otherwise), pedestrian, bicycle or other public road, street, highway and/or similar or complementary public purposes.

GRANTOR reserves the right to use and maintain its equipment, facilities and property interests including the right and power of GRANTOR to construct, maintain, repair, reconfigure, renew, use, operate, change, modify or relocate any of GRANTOR's new or existing property or facilities, all or any of which may be freely done at any time or times by GRANTOR without liability to GRANTEE or to any other party for compensation or damages. GRANTEE, and any assignee or successor in interest, shall upon not less than ninety (90) days prior written notice from GRANTOR, at the sole expense of GRANTEE, move all or any portion of GRANTEE's facilities to such new location on GRANTOR's property, as GRANTOR may designate, whenever, in the furtherance of its needs and requirements, GRANTOR, at its sole election, determines such action necessary or desirable. Notwithstanding the foregoing, while GRANTOR shall have

and retain the right to site electrical power lines under and above the paved street portion of the right of way, GRANTOR shall not place any other facilities in the paved portion of the right of way that would unreasonably interfere with traffic flow within the right of way.

GRANTEE shall conduct all activities performed by or on behalf of GRANTEE pursuant to the easement in compliance with all applicable federal, state and local laws and regulations, orders, permits or governmental approvals.

GRANTEE shall, to the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), indemnify, defend, and hold GRANTOR and its affiliates or their employees, agents or contractors, harmless for, from and against all claims, demands, actions, suits, liabilities, damages, costs, expenses (including reasonable attorney fees and costs) and other losses, suffered or incurred by GRANTOR or its affiliates or their employees, agents or contractors, arising from or relating to (i) the negligent acts or omissions, (ii) release of hazardous or toxic substances or materials, (iii) violations of applicable federal, state or local laws or regulations, orders, permits or governmental approvals, and (iv) breach of any term of this easement, by or of GRANTEE or its agents', employees' or contractors' on or about or acting pursuant to the easement.

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IN WITNESS WHEREOF, the above named Grantor has caused this instrument to be signed.

DATED this 6th day of JULY, 2011.

PORTLAND GENERAL ELECTRIC COMPANY

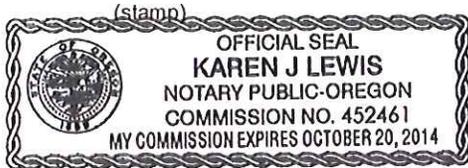
By: Bill Nicholson
GRANTOR (Signature) jps

Printed Name: Bill Nicholson
Title: Sr. VP Customer Svc., Transmission
& Distribution

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6 day of July, 2011, by Bill Nicholson, Sr. Vice President, who is the authorized agent of Portland General Electric Company.

Karen J. Lewis
Notary Public (signature)



Accepted on behalf of the City of Sherwood, Oregon,

By: _____

Title: _____

Dated this ____ day of _____, 2011

After recording, please return to:

City of Sherwood
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140

PERMANENT EASEMENT

(Individual Grantor)

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon Corporation, GRANTOR, does on behalf of GRANTOR, GRANTOR'S heirs, successors and assigns hereby grant and convey to the CITY OF SHERWOOD, a political subdivision of the State of Oregon, GRANTEE, the following permanent nonexclusive easement(s) in that certain real property situated in the City of Sherwood as described in Exhibit "A" (Legal Description) and Exhibit "B" (Location Map), attached hereto and by this reference incorporated herein.

The monetary consideration for this conveyance is \$0.00. However, the true consideration is the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

This document is intended to establish permanent nonexclusive easements on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easements granted shall not prevent GRANTOR from the use of said property provided, however, that such use shall not be permitted to unreasonably interfere with the rights herein granted. GRANTOR shall not be permitted to endanger the lateral support of any facilities constructed within the easements granted herein. GRANTEE accepts the property and the easement "AS IS" in the condition now existing with no improvement, alteration or other work to be performed by GRANTOR.

GRANTOR hereby covenants to and with GRANTEE that GRANTOR is the owner of said property, which is free from all encumbrances, except for easements, encumbrances, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

GRANTEE (and other public or private entities or persons GRANTEE deems in its reasonable discretion as appropriate) shall have the right to use the property as necessary to install, construct, operate, maintain, repair, replace, remove or reconstruct utilities, including but not limited to water, wastewater, drainage, electric, fiber optic, telephone and cable, as GRANTEE may reasonably deem necessary over, across, through, in and under the property described in Exhibits "A" and "B", hereinafter called "Public Utility Easement"; provided, however, that all utility connections (pipes, conduits, wires) shall be underground and no above-ground facilities shall be erected within the easement area except for such surface-mounted pedestals, fences, cabinets, transformers or other facilities necessary for and accessory to the underground utilities. GRANTOR reserves all right to grant additional easements, licenses, or other rights to third parties within or across the subject property including the easement subject to the terms and conditions of this Easement.

GRANTOR reserves the right to use and maintain its equipment, facilities and property interests including the right and power of GRANTOR to construct, maintain, repair, reconfigure, renew, use, operate, change, modify or relocate any of GRANTOR's new or existing property or facilities, all or any of which may be freely done at any time or times by GRANTOR without liability to GRANTEE or to any other party for

compensation or damages. GRANTEE, and any assignee or successor in interest, shall upon not less than ninety (90) days prior written notice from GRANTOR, at the sole expense of GRANTEE, move all or any portion of GRANTEE's facilities to such new location on GRANTOR's property, as GRANTOR may designate, whenever, in the furtherance of its needs and requirements, GRANTOR, at its sole election, determines such action necessary or desirable.

GRANTEE shall conduct all activities performed by or on behalf of GRANTEE pursuant to the easement in compliance with all applicable federal, state and local laws and regulations, orders, permits or governmental approvals.

GRANTEE shall, to the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), indemnify, defend, and hold GRANTOR and its affiliates or their employees, agents or contractors, harmless for, from and against all claims, demands, actions, suits, liabilities, damages, costs, expenses (including reasonable attorney fees and costs) and other losses, suffered or incurred by GRANTOR or its affiliates or their employees, agents or contractors, arising from or relating to (i) the negligent acts or omissions, (ii) release of hazardous or toxic substances or materials, (iii) violations of applicable federal, state or local laws or regulations, orders, permits or governmental approvals, and (iv) breach of any term of this easement, by or of GRANTEE or its agents', employees' or contractors' on or about or acting pursuant to the easement.

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IN WITNESS WHEREOF, the above named Grantor, has caused this instrument to be signed.

DATED this 6th day of JULY, 2011.

PORTLAND GENERAL ELECTRIC COMPANY

By: Bill Nicholson JLS
GRANTOR (Signature)

Printed Name: Bill Nicholson
Title: Sr. VP Customer Svc., Transmission & Distribution

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6 day of July, 2011, by Bill Nicholson, Sr. Vice President, who is the authorized agent of Portland General Electric Company.

Karen J. Lewis
Notary Public (Signature)

(stamp)



Accepted on behalf of the City of Sherwood, Oregon,

By: _____

Title: _____

Dated this ____ day of _____, 2011

After recording, please return to:

City of Sherwood
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140

PERMANENT EASEMENT

(Individual Grantor)

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon Corporation, GRANTOR, does on behalf of GRANTOR, GRANTOR'S heirs, successors and assigns hereby grant and convey to the CITY OF SHERWOOD, a political subdivision of the State of Oregon, GRANTEE, the following permanent nonexclusive easement(s) in that certain real property situated in the City of Sherwood as described in Exhibit "A" (Legal Description) and Exhibit "B" (Location Map), attached hereto and by this reference incorporated herein.

The monetary consideration for this conveyance is \$0.00. However, the true consideration is the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

This document is intended to establish permanent nonexclusive easements on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easements granted shall not prevent GRANTOR from the use of said property provided, however, that such use shall not be permitted to unreasonably interfere with the rights herein granted. GRANTOR shall not be permitted to endanger the lateral support of any facilities constructed within the easements granted herein. GRANTEE accepts the property and the easement "AS IS" in the condition now existing with no improvement, alteration or other work to be performed by GRANTOR.

GRANTOR hereby covenants to and with GRANTEE that GRANTOR is the owner of said property, which is free from all encumbrances, except for easements, encumbrances, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

GRANTEE (and other public or private entities or persons GRANTEE deems in its reasonable discretion as appropriate) shall have the right to use the property as necessary to install, construct, operate, maintain, repair, replace, remove or reconstruct storm drainage infrastructure, including but not limited to drainage, conveyance, detention and water quality treatment as GRANTEE may reasonably deem necessary over, across, through, in and under the property described in Exhibits "A" and "B", hereinafter called "Storm Drainage Easement"; provided, however, that all utility connections (pipes, conduits, wires) shall be underground and no above-ground facilities shall be erected within the easement area except for such surface-mounted pedestals, fences, cabinets, transformers or other facilities necessary for and accessory to the underground utilities. GRANTOR reserves all right to grant additional easements, licenses, or other rights to third parties within or across the subject property including the easement subject to the terms and conditions of this Easement.

GRANTOR reserves the right to use and maintain its equipment, facilities and property interests including the right and power of GRANTOR to construct, maintain, repair, reconfigure, renew, use, operate, change, modify or relocate any of GRANTOR's new or existing property or facilities, all or any of which may be freely done at any time or times by GRANTOR without liability to GRANTEE or to any other party for compensation or damages. GRANTEE, and any assignee or successor in interest, shall upon not less than

ninety (90) days prior written notice from GRANTOR, at the sole expense of GRANTEE, move all or any portion of GRANTEE's facilities to such new location on GRANTOR's property, as GRANTOR may designate, whenever, in the furtherance of its needs and requirements, GRANTOR, at its sole election, determines such action necessary or desirable.

GRANTEE shall conduct all activities performed by or on behalf of GRANTEE pursuant to the easement in compliance with all applicable federal, state and local laws and regulations, orders, permits or governmental approvals.

GRANTEE shall, to the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), indemnify, defend, and hold GRANTOR and its affiliates or their employees, agents or contractors, harmless for, from and against all claims, demands, actions, suits, liabilities, damages, costs, expenses (including reasonable attorney fees and costs) and other losses, suffered or incurred by GRANTOR or its affiliates or their employees, agents or contractors, arising from or relating to (i) the negligent acts or omissions, (ii) release of hazardous or toxic substances or materials, (iii) violations of applicable federal, state or local laws or regulations, orders, permits or governmental approvals, and (iv) breach of any term of this easement, by or of GRANTEE or its agents', employees' or contractors' on or about or acting pursuant to the easement.

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IN WITNESS WHEREOF, the above named Grantor has caused this instrument to be signed.

DATED this 6th day of JULY, 2011.

PORTLAND GENERAL-ELECTRIC COMPANY

By: Bill Nicholson *grs*
GRANTOR (Signature)

Printed Name: Bill Nicholson
Title: Sr. VP Customer Svc., Transmission & Distribution

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6 day of July, 2011, by Bill Nicholson, Sr. Vice President, who is the authorized agent of Portland General Electric Company.

Karen J. Lewis
Notary Public (Signature)

(stamp)



Accepted on behalf of the City of Sherwood, Oregon,

By: _____

Title: _____

Dated this ____ day of _____, 2011



EXHIBIT "A"
LEGAL DESCRIPTION
March 18, 2011

Perpetual Public Right-of-Way Easement

A parcel of land, as shown on attached Exhibit "B", located in the Northwest and the Northeast One-Quarters of Section 29, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, Oregon, said parcel being a portion of Parcels 1 and 2 of Partition Plat No. 2003-025, a portion of Parcel 2 of Partition Plat No. 1999-085, and all of Tract "A" of Partition Plat No. 2001-048, Washington County Plat Records, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap inscribed "WRG Design Inc." at the northeast corner of Tract "A" of Partition Plat No. 2001-048, Washington County Plat Records, as shown on Preconstruction Record of Survey recorded as SN 31,601, Washington County Survey Records, said iron rod being 40.00 feet left of Proposed Centerline Station 7+11.37:

Thence S88°27'45"E, along the north line of Parcel 1 of Partition Plat No. 2003-025, Washington County Plat Records, as shown on said Survey SN 31,601, to a point 43.00 feet left of Proposed Centerline Station 10+69.62:

Thence leaving said north line, southwesterly in a straight line, to a point 38.00 feet left of Proposed Centerline Station 10+69.62, said point being the beginning of a 338.00 foot radius non-tangent curve to the right, having a central angle of 120°18'31", the radius point of which bears S09°07'16"W, 338.00 feet;

Thence southeasterly along the arc of said non-tangent curve to the right (the long chord of which bears S20°43'29"E, 586.34 feet) 709.73 feet to a point 38.00 feet left of Proposed Centerline Station 16+99.56:

Thence southwesterly, in a straight line, to a point 38.00 feet left of Proposed Centerline Station 24+04.12 and the beginning of a 362.00 foot radius curve to the left, having a central angle of 38°04'30";

Thence southwesterly along the arc of said curve to the left (the long chord of which bears S20°23'32"W, 236.16 feet) 240.56 feet to a point 38.00 feet left of Proposed Centerline Station 26+69.94:

Thence southerly, in a straight line, to a point 38.00 feet left of Proposed Centerline Station 29+53.61, and the beginning of a 531.00 foot radius curve to the left, having a central angle of $10^{\circ}22'46''$.

Thence southeasterly along the arc of said curve to the left (the long chord of which bears $S03^{\circ}50'06''E$, 96.06 feet) 96.19 feet to a point 46.69 feet left of Proposed Centerline Station 30+49.28 and the beginning of a 569.00 foot radius reverse curve to the right, having a central angle of $10^{\circ}22'46''$.

Thence southeasterly along the arc of said reverse curve to the right (the long chord of which bears $S03^{\circ}50'06''E$, 102.94 feet) 103.08 feet to a point 56.00 feet left of Proposed Centerline Station 31+51.79;

Thence southerly, in a straight line, to a point 56.00 feet left of Proposed Centerline Station 31+77.99;

Thence southeasterly, in a straight line, to a point 73.23 feet left of Proposed Centerline Station 32+65.52;

Thence southeasterly, in a straight line, to a point on the north right-of-way line of S.W. Tualatin-Sherwood Road (County Road No. 2737) as shown on said Survey SN 31,601, said point being 112.88 feet left of Proposed Centerline Station 32+93.22;

Thence $N87^{\circ}41'31''W$, along the said north right-of-way line, 146.89 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "Pelser PLS 2801" at the southwest corner of Parcel 2 of Partition Plat No. 1999-085, Washington County Plat Records, as shown on said Survey SN 31,601, said iron rod also being located on the east line of Statutory Bargain and Sale Deed to Sentinel Self Storage, LLC recorded June 6, 2005 as Document No. 2005-063362, Washington County Deed Records, and being a point 34.00 feet right of Proposed Centerline Station 32+90.77;

Thence $N01^{\circ}21'17''E$, along the east line of said Document No. 2005-063362, to a point 34.00 feet right of Proposed Centerline Station 26+69.94 and the beginning of a 434.00 foot radius curve to the right, having a central angle of $38^{\circ}04'30''$;

Thence northeasterly along the arc of said curve to the right (the long chord of which bears $N20^{\circ}23'32''E$, 283.13 feet) 288.41 feet to a point 34.00 feet right of Proposed Centerline Station 24+04.12;



Thence northeasterly, in a straight line, to a point 34.00 feet right of Proposed Centerline Station 16+99.56 and the beginning of a 266.00 foot radius curve to the left, having a central angle of $127^{\circ}53'32''$:

Thence northwesterly along the arc of said curve to the left (the long chord of which bears $N24^{\circ}30'59''W$, 477.94 feet) 593.75 feet to a point 34.00 feet right of Proposed Centerline Station 10+29.92:

Thence westerly, in a straight line, to a point 34.00 feet right of Proposed Centerline Station 8+15.79;

Thence westerly, in a straight line, to a point 37.33 feet right of Proposed Centerline Station 7+15.79;

Thence westerly, in a straight line, to a point 37.33 feet right of Proposed Centerline Station 5+15.88, and the beginning of a 1015.00 foot radius curve to the right, having a central angle of $06^{\circ}13'16''$;

Thence northwesterly along the arc of said curve to the right (the long chord of which bears $N85^{\circ}21'07''W$, 110.15 feet) 110.21 feet to a point 31.61 feet right of Proposed Centerline Station 4+07.07;

Thence northerly, in a straight line, to a point on the south line of said Tract "A" of Partition Plat No. 2001-048, as shown on said Survey SN 31,601, said point being 30.00 feet right of Proposed Centerline Station 4+07.17, and the beginning of a 360.00 foot radius non-tangent curve to the left, having a central angle of $02^{\circ}07'31''$, the radius point of which bears $N03^{\circ}39'46''E$, 360.00 feet;

Thence southeasterly along the south line of said Tract "A" and the arc of said non-tangent curve to the left (the long chord of which bears $S87^{\circ}23'59''E$, 13.35 feet) 13.35 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc.", said iron rod being 30.00 feet right of Proposed Centerline Station 4+19.41;

Thence $S88^{\circ}27'45''E$, along the south line of said Tract "A", 292.18 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc." at the southeast corner of said Tract "A", as shown on said Survey SN 31,601, said iron rod being 30.00 feet right of Proposed Centerline Station 7+11.59;

Thence $N01^{\circ}21'17''E$, along the east line of said Tract "A", 70.00 feet to the Point of Beginning.



TOGETHER WITH all of Tract "A" of Partition Plat No. 2001-048, Washington County Plat Records, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap inscribed "WRG Design Inc." at the northeast corner of Tract "A" of Partition Plat No. 2001-048, Washington County Plat Records, as shown on Preconstruction Record of Survey recorded as SN 31,601, Washington County Survey Records, said iron rod being 40.00 feet left of Proposed Centerline Station 7+11.37;

Thence $N88^{\circ}27'45''W$, along the north line of said Tract "A", 478.31 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc." at the northwest corner of said Tract "A", as shown on said Survey SN 31,601, said iron rod being 14.71 feet right of Proposed Centerline Station 2+30.93;

Thence $S43^{\circ}47'30''W$, along the west line of said Tract "A", 34.92 feet to a brass tack and washer inscribed "WRG Design" at the southwest corner of said Tract "A", as shown on said Survey SN 31,601, said brass tack being 49.19 feet right of Proposed Centerline Station 2+25.90;

Thence $S88^{\circ}18'43''E$, along the south line of said Tract "A", 37.26 feet to a point 30.00 feet right of Proposed Centerline Station 2+54.44 and the beginning of a 360.00 foot radius non-tangent curve to the left, having a central angle of $28^{\circ}38'38''$, the radius point of which bears $N30^{\circ}10'53''E$, 360.00 feet;

Thence southeasterly along the south line of said Tract "A" and the arc of said non-tangent curve to the left (the long chord of which bears $S74^{\circ}08'26''E$, 178.11 feet) 179.97 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc.", said iron rod being 30.00 feet right of Proposed Centerline Station 4+19.41;

Thence $S88^{\circ}27'45''E$, along the south line of said Tract "A", 292.18 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc." at the southeast corner of said Tract "A", as shown on said Survey SN 31,601, said iron rod being 30.00 feet right of Proposed Centerline Station 7+11.59;

Thence $N01^{\circ}21'17''E$, along the east line of said Tract "A", 70.00 feet to the Point of Beginning.

The parcel of land to which this description applies contains 225,754 square feet more or less.



The stationing of the Proposed Centerline of S.W. Adams Avenue is more particularly described as follows:

Beginning at Proposed Centerline Station 0+99.12, being a point on the Engineer's Centerline for the Tualatin River-Middleton Section of Pacific Highway West as shown on State Highway Drawing No. 7B-15-19 (November 1952), recorded as SN 25,639, Washington County Survey Records, said Engineer's Centerline being the same centerline described in Warranty Deed to the State of Oregon, by and through its State Highway Commission, recorded September 11, 1954 as Book of Deeds Volume 360 Pages 234-236, Washington County Deed Records, said Proposed Centerline Station 0+99.12 being located S43°47'30"W, 47.91 feet along said Engineer's Centerline from existing highway centerline station 375+79.60 as shown on Preconstruction Record of Survey recorded as SN 31,601, Washington County Survey Records;

Thence leaving said Engineer's Centerline S46°12'30"E, 76.93 feet to Proposed Centerline Station 1+76.05 and the beginning of a 330.00 foot radius curve to the left, having a central angle of 42°15'15";

Thence southeasterly along the arc of said curve to the left (the long chord of which bears S67°20'08"E, 237.89 feet) 243.36 feet to Proposed Centerline Station 4+19.41;

Thence S88°27'45"E, 610.51 feet to Proposed Centerline Station 10+29.92 and the beginning of a 300.00 foot radius curve to the right, having a central angle of 127°53'32";

Thence southeasterly along the arc of said curve to the right (the long chord of which bears S24°30'59"E, 539.03 feet) 669.64 feet to Proposed Centerline Station 16+99.56;

Thence S39°25'47"W, 704.56 feet to Proposed Centerline Station 24+04.12 and the beginning of a 400.00 foot radius curve to the left, having a central angle of 38°04'30";

Thence southwesterly along the arc of said curve to the left (the long chord of which bears S20°23'32"W, 260.95 feet) 265.82 feet to Proposed Centerline Station 26+69.94.

Thence S01°21'17"W, 667.13 feet to Proposed Centerline Station 33+37.07 and the terminus of this description, said terminus being located on the centerline of S.W. Tualatin-Sherwood Road (County Road No. 2737), being the same centerline as shown and monumented per Record of Survey recorded as SN 25,092, Washington County Survey Records and as shown on said SN 31,601.



This legal description, along with the basis of bearings thereof, is established from a preconstruction record of survey recorded as SN 31,601, Washington County Survey Records.

8.00 Foot Perpetual Public Utility Easement

A parcel of land, as shown on attached Exhibit "B", located in the Northwest and the Northeast One-Quarters of Section 29, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, Oregon, said parcel being a portion of Parcels 1 and 2 of Partition Plat No. 2003-025 and a portion of Parcel 2 of Partition Plat No. 1999-085, Washington County Plat Records, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap inscribed "WRG Design Inc." at the northeast corner of Tract "A" of Partition Plat No. 2001-048, Washington County Plat Records, as shown on Preconstruction Record of Survey recorded as SN 31,601, Washington County Survey Records, said iron rod being 40.00 feet left of Proposed Centerline Station 7+11.37;

Thence S88°27'45"E, along the north line of Parcel 1 of Partition Plat No. 2003-025, Washington County Plat Records, as shown on said Survey SN 31,601, to a point 46.00 feet left of Proposed Centerline Station 10+85.87 and the beginning of a 346.00 foot radius non-tangent curve to the right, having a central angle of 117°12'23", the radius point of which bears S12°13'24"W, 346.00 feet;

Thence southeasterly along the arc of said non-tangent curve to the right (the long chord of which bears S19°10'25"E, 590.68 feet) 707.79 feet to a point 46.00 feet left of Proposed Centerline Station 16+99.56;

Thence southwesterly, in a straight line, to a point 46.00 feet left of Proposed Centerline Station 24+04.12 and the beginning of a 354.00 foot radius curve to the left, having a central angle of 38°04'30";

Thence southwesterly along the arc of said curve to the left (the long chord of which bears S20°23'32"W, 230.94 feet) 235.25 feet to a point 46.00 feet left of Proposed Centerline Station 26+69.94;



Thence southerly, in a straight line, to a point 46.00 feet left of Proposed Centerline Station 29+53.61, and the beginning of a 523.00 foot radius curve to the left, having a central angle of $10^{\circ}22'46''$;

Thence southeasterly along the arc of said curve to the left (the long chord of which bears $S03^{\circ}50'06''E$, 94.61 feet) 94.74 feet to a point 54.56 feet left of Proposed Centerline Station 30+47.84 and the beginning of a 577.00 foot radius reverse curve to the right, having a central angle of $10^{\circ}22'46''$;

Thence southeasterly along the arc of said reverse curve to the right (the long chord of which bears $S03^{\circ}50'06''E$, 104.38 feet) 104.53 feet to a point 64.00 feet left of Proposed Centerline Station 31+51.79;

Thence southerly, in a straight line, to a point 64.00 feet left of Proposed Centerline Station 31+77.21;

Thence southeasterly, in a straight line, to a point 82.68 feet left of Proposed Centerline Station 32+72.13;

Thence southeasterly, in a straight line, to a point on the north right-of-way line of S.W. Tualatin-Sherwood Road (County Road No. 2737) as shown on said Survey SN 31,601, said point being 112.88 feet left of Proposed Centerline Station 32+93.22;

Thence $N87^{\circ}41'31''W$, along the said north right-of-way line, 146.89 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "Pelser PLS 2801" at the southwest corner of Parcel 2 of Partition Plat No. 1999-085, Washington County Plat Records, as shown on said Survey SN 31,601, said iron rod also being located on the east line of Statutory Bargain and Sale Deed to Sentinel Self Storage, LLC recorded June 6, 2005 as Document No. 2005-063362, Washington County Deed Records, and being a point 34.00 feet right of Proposed Centerline Station 32+90.77;

Thence $N01^{\circ}21'17''E$, along the east line of said Document No. 2005-063362, 635.04 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "G&L Land Surveying Inc." at the northeast corner of said Document No. 2005-063362, as shown on said Survey SN 31,601, said iron rod also being 34.23 feet right of Proposed Centerline Station 26+56.85;

Thence $N88^{\circ}33'54''W$, along the north line of said Document No. 2005-063362, 7.77 feet to a point 42.00 feet right of Proposed Centerline Station 26+57.07 and the



beginning of a 442.00 foot radius non-tangent curve to the right, having a central angle of $36^{\circ}13'54''$, the radius point of which bears $S86^{\circ}48'07''E$, 442.00 feet;

Thence northeasterly along the arc of said non-tangent curve to the right (the long chord of which bears $N21^{\circ}18'50''E$, 274.87 feet) 279.50 feet to a point 42.00 feet right of Proposed Centerline Station 24+04.12;

Thence northeasterly, in a straight line, to a point 42.00 feet right of Proposed Centerline Station 16+99.56 and the beginning of a 258.00 foot radius curve to the left, having a central angle of $127^{\circ}53'32''$;

Thence northwesterly along the arc of said curve to the left (the long chord of which bears $N24^{\circ}30'59''W$, 463.56 feet) 575.89 feet to a point 42.00 feet right of Proposed Centerline Station 10+29.92;

Thence westerly, in a straight line, to a point 42.00 feet right of Proposed Centerline Station 8+15.92;

Thence westerly, in a straight line, to a point 45.33 feet right of Proposed Centerline Station 7+15.92;

Thence westerly, in a straight line, to a point 45.33 feet right of Proposed Centerline Station 5+15.88, and the beginning of a 1023.00 foot radius curve to the right, having a central angle of $06^{\circ}13'16''$;

Thence northwesterly along the arc of said curve to the right (the long chord of which bears $N85^{\circ}21'07''W$, 111.02 feet) 111.08 feet to a point 39.59 feet right of Proposed Centerline Station 4+06.56;

Thence northerly, in a straight line, to a point 38.00 feet right of Proposed Centerline Station 4+06.66 and the beginning of a 368.00 foot radius non-tangent curve to the right, having a central angle of $26^{\circ}06'41''$, the radius point of which bears $N03^{\circ}45'07''E$, 368.00 feet;

Thence northwesterly along the arc of said non-tangent curve to the right (the long chord of which bears $N73^{\circ}11'32''W$, 166.26 feet) 167.71 feet to a point 38.00 feet right of Proposed Centerline Station 2+56.27;



Thence westerly, in a straight line, to a point on the southeasterly right-of-way line of S.W. Pacific Highway 99W, said point being 59.85 feet right of Proposed Centerline Station 2+24.53;

Thence northeasterly, along said right-of-way line, 10.78 feet to a brass tack and washer inscribed "WRG Design" at the southwest corner of Tract "A" of Partition Plat No. 2001-048, Washington County Plat Records, as shown on said Survey SN 31,601, said brass tack being 49.19 feet right of Proposed Centerline Station 2+25.90;

Thence S88°18'43"E, along the south line of said Tract "A", 37.26 feet to a point 30.00 feet right of Proposed Centerline Station 2+54.44 and the beginning of a 360.00 foot radius non-tangent curve to the left, having a central angle of 28°38'38", the radius point of which bears N30°10'53"E, 360.00 feet;

Thence southeasterly along the south line of said Tract "A" and the arc of said non-tangent curve to the left (the long chord of which bears S74°08'26"E, 178.11 feet) 179.97 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc.", said iron rod being 30.00 feet right of Proposed Centerline Station 4+19.41;

Thence S88°27'45"E, along the south line of said Tract "A", 292.18 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "WRG Design Inc." at the southeast corner of said Tract "A", as shown on said Survey SN 31,601, said iron rod being 30.00 feet right of Proposed Centerline Station 7+11.59;

Thence N01°21'17"E, along the east line of said Tract "A", 70.00 feet to the Point of Beginning.

EXCEPTING THEREFROM the above-described Parcel 1.

The parcel of land to which this description applies contains 37,254 square feet more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of Adams Avenue described herein, being more particularly described in Parcel 1.

Perpetual Storm Drainage Easement

A parcel of land, as shown on attached Exhibit "B", located in the Northeast One-Quarter of Section 29, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, Oregon, said parcel being a portion of Parcel 2



of Partition Plat No. 2003-025, Washington County Plat Records, being more particularly described as follows:

Beginning at a point 38.00 feet left of Proposed Centerline Station 17+73.72,

Thence southeasterly, in a straight line, to a point 64.70 feet left of Proposed Centerline Station 17+84.27;

Thence easterly, in a straight line, to the intersection with the northerly extension of the west line of the Plat of "Sherwood Commercial Center", Washington County Plat Records, as shown on Preconstruction Record of Survey recorded as SN 31.601, Washington County Survey Records, said point being 150.40 feet left of Proposed Centerline Station 17+18.38;

Thence southerly, along said west line and the northerly extension thereof, to a point 213.98 feet left of Proposed Centerline Station 17+99.45;

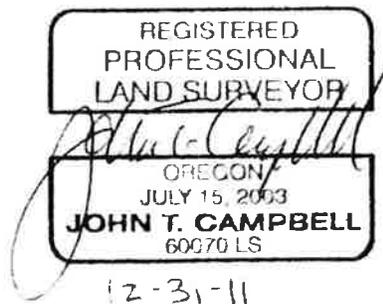
Thence leaving said west line southwesterly, in a straight line, to a point 165.11 feet left of Proposed Centerline Station 18+90.59;

Thence northwesterly, in a straight line, to a point 38.00 feet left of Proposed Centerline Station 18+40.38;

Thence northeasterly, in a straight line, to a point 38.00 feet left of Proposed Centerline Station 17+73.72 and the point of beginning of the tract herein described.

The parcel of land to which this description applies contains 17,868 square feet more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of Adams Avenue described herein, being more particularly described in Parcel 1



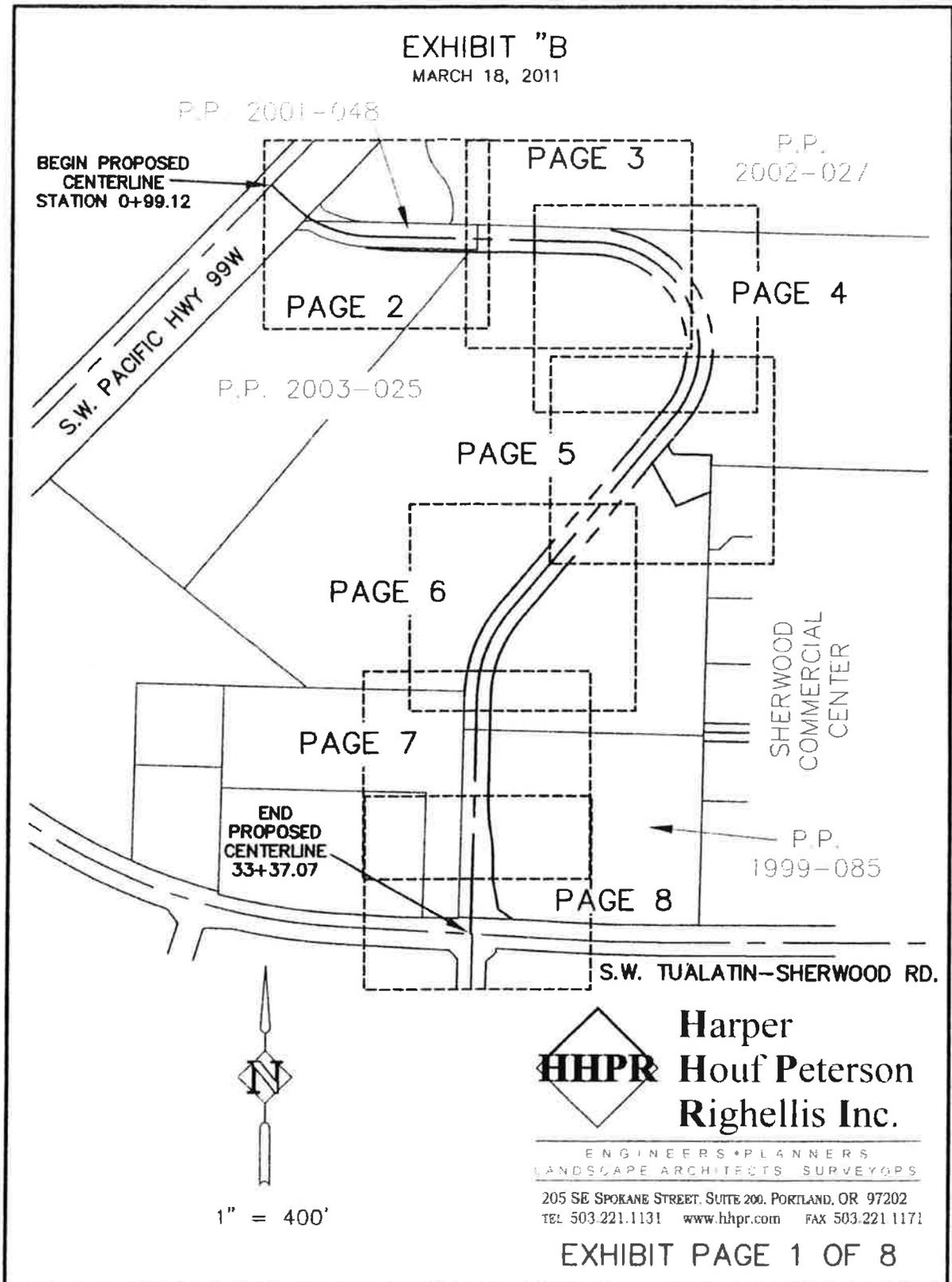


EXHIBIT "B"
 MARCH 18, 2011

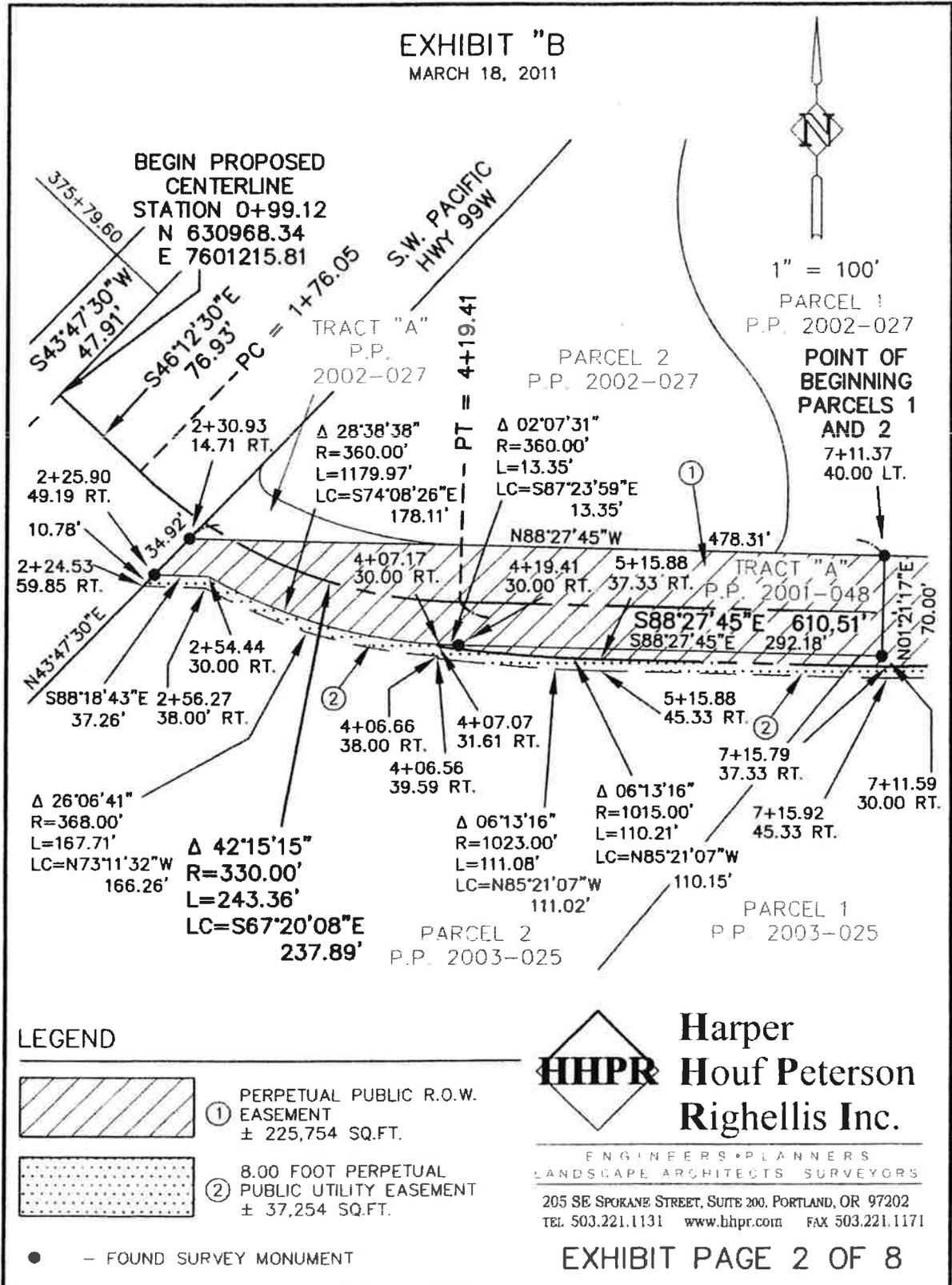
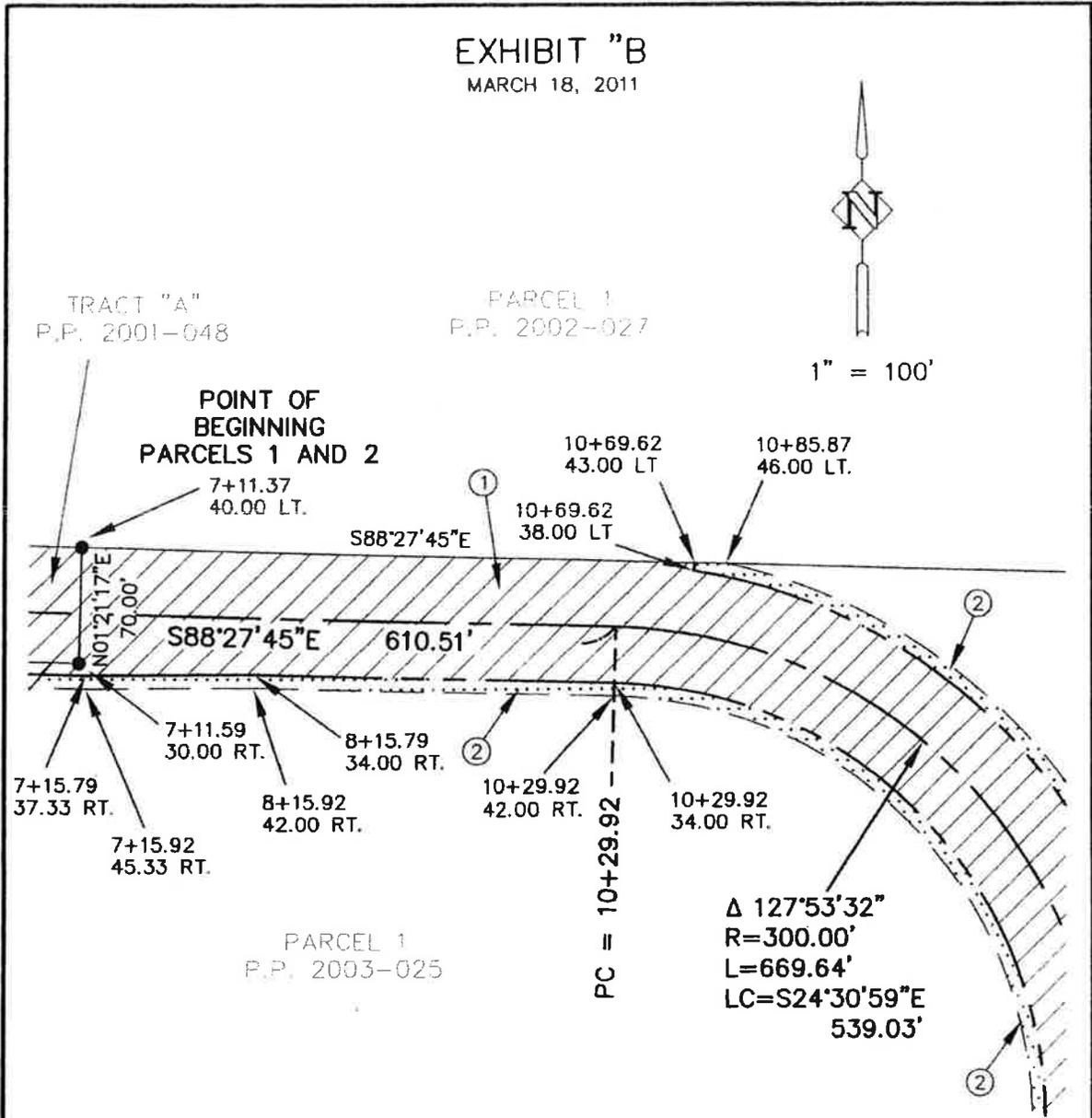


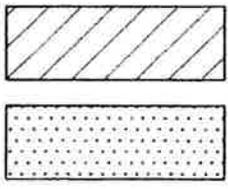
EXHIBIT "B"
 MARCH 18, 2011



1" = 100'



LEGEND



- ① PERPETUAL PUBLIC R.O.W. EASEMENT
 ± 225,754 SQ.FT.
- ② 8.00 FOOT PERPETUAL PUBLIC UTILITY EASEMENT
 ± 37,254 SQ.FT.

● - FOUND SURVEY MONUMENT



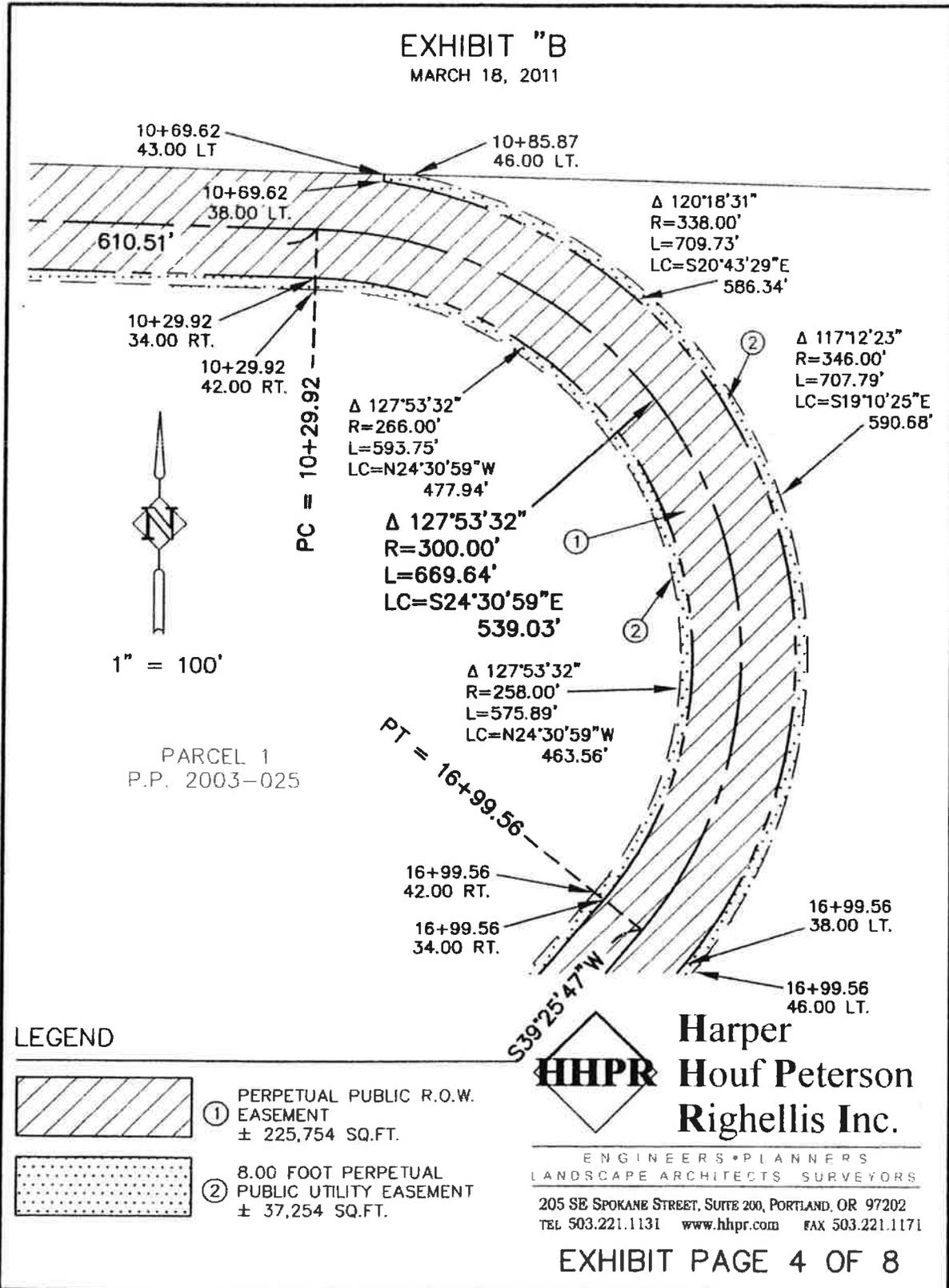
**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS SURVEYORS
 205 SE SPOKANE STREET, SUITE 200, PORTLAND, OR 97202
 TEL 503.221.1131 www.hhpr.com FAX 503.221.1171

EXHIBIT PAGE 3 OF 8

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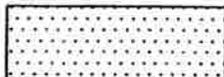
MARCH 18, 2011



LEGEND



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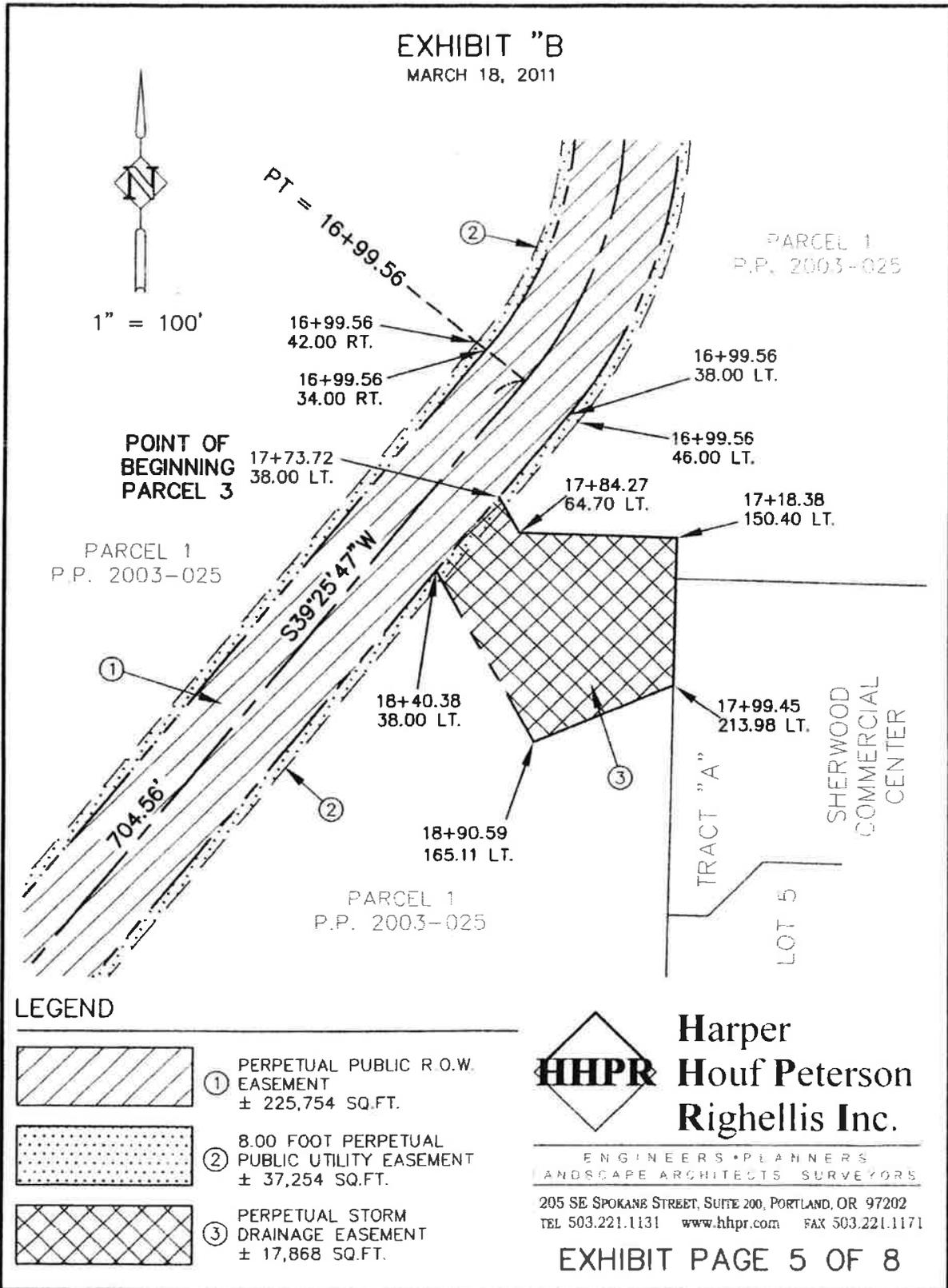
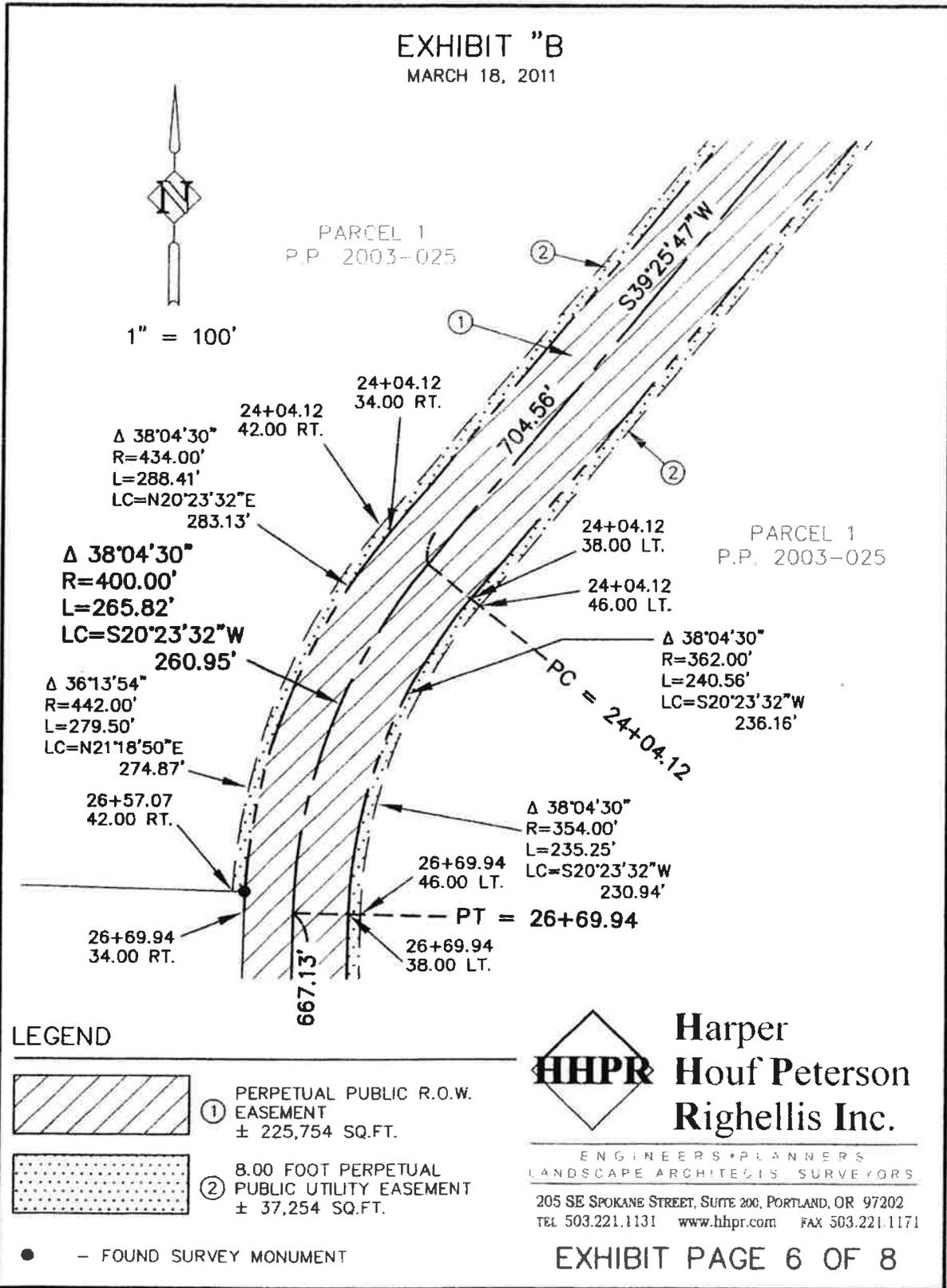


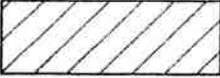
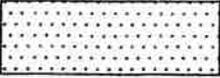
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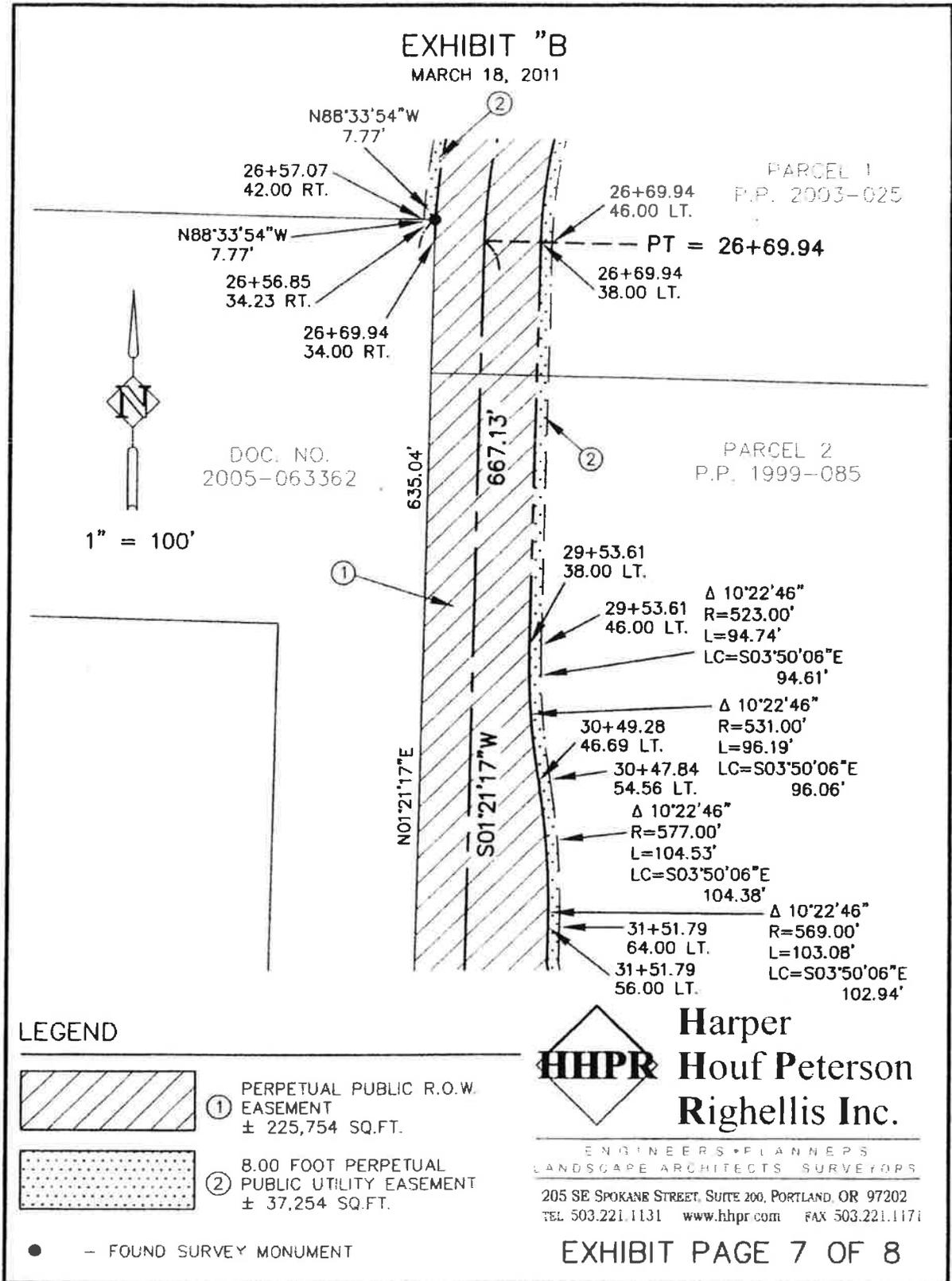
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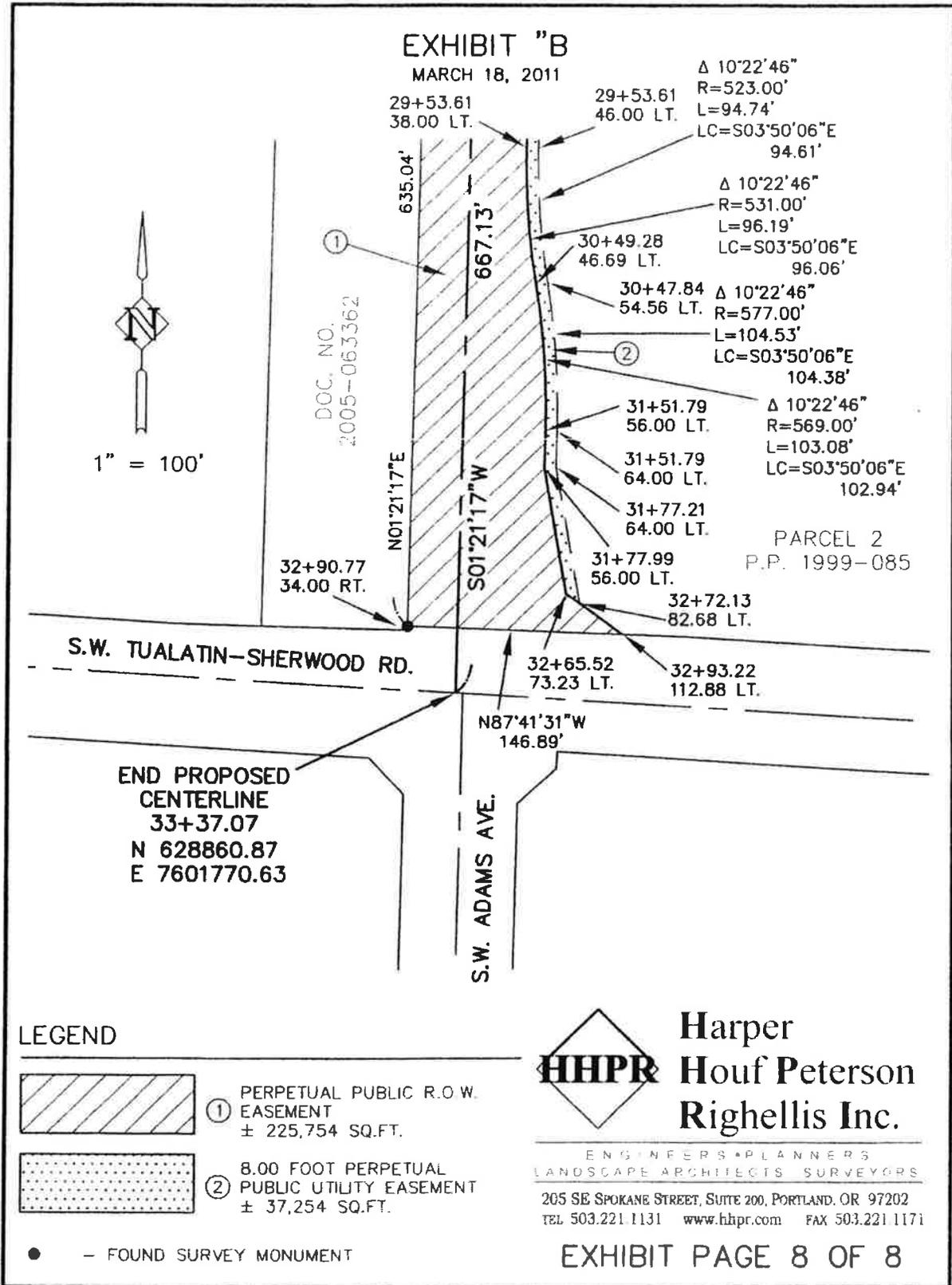
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EXHIBIT PAGE 6 OF 8





Council Meeting Date: July 19, 2011

Agenda Item: New Business

TO: Sherwood City Council

FROM: Chris Crean, Beery Elsner & Hammond, LLP
City Attorney's office

SUBJECT: Resolution 2011-063 A Resolution Referring to the Voters of Sherwood a Proposed Revision of the Sherwood City Charter

ISSUE: Should the City Council consider amendments to the City Charter?

Background:

The current Sherwood City Charter was adopted in 2005 and was based on the League of Oregon Cities model charter. The prior city charter was adopted in 1984 and had amended in 2000 and 2001. The current charter has not been revised or amended since it was adopted.

Resolution 2011-063 proposes a number of amendments (cumulatively, a "revision") to the current charter, largely for the purpose of updating and clarifying provisions that are unclear, unnecessary or have become obsolete. For example, the mayor's authority to veto legislation has never been used and would be largely ineffectual in any event. Accordingly, Section 16 is amended to delete the mayor's veto authority. Other changes include:

- Clarifying the process for appointing and removing members of boards and commissions.
- Removing the requirement that councilors be elected by position but specifically authorizing the City Council to impose the requirement by ordinance.
- Establishes a two-year term for the Council President.
- Establishes a four-year term for the Mayor.
- Requires the mayor's signature on city council decisions.
- Prohibits mayor and councilors from holding more than one elected office.
- Deletes obsolete requirements for council authorization of certain personnel decisions and certain personnel rules.
- Deletes the prohibition on using water from the Willamette River.

A redline copy of the proposed revisions is attached to this staff report. The proposed changes bring the Sherwood charter in line with the charters for the majority of cities around Oregon in terms of organizational structure and practices. However, the revision retains certain elements that are specific to Sherwood, such as the requirement for voter approval of annexations.

Revising the City Charter requires approval by Sherwood voters in a special or general election. Resolution 2011-063 refers the charter revision to the ballot, approves a ballot title and directs City staff to take certain actions necessary to complete the referral process.

Recommendation:

Adopt Resolution 2011-063, A Resolution Referring to the Voters of Sherwood a Proposed Revision of the Sherwood City Charter.

PREAMBLE

We, the voters of Sherwood, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

Chapter I

NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the 2012~~05~~ Sherwood City Charter.

Section 2. Name. The City of Sherwood, Oregon, continues as a municipal corporation with the name City of Sherwood.

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. Unless required by state law, annexations may only take effect with the approval of city voters. The city recorder will maintain as a public record an accurate and current description of the boundaries.

Chapter II

POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically stated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances. ~~The council appoints members of commissions, board and committees established by ordinance or resolution.~~

Chapter III

COUNCIL

Section 7. Council. The council consists of a mayor and six councilors. The council by ordinance may provide for ~~nominated and~~ councilors to be elected ~~from the city~~ by position

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council. The mayor must sign all records of council decisions. The mayor, with the consent of council, appoints members of commissions, boards and committees established by ordinance or resolution, who shall serve at the pleasure of the council.— The mayor serves as the political head of the city government.

Section 9. Council President. At its first meeting each odd numbered year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 10. Rules. The council must by resolution adopt rules to govern its meetings.

Section 11. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules.

Section 12. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 13. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council.

Section 14. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

Chapter IV

LEGISLATIVE AUTHORITY

Section 15. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Sherwood ordains as follows:”

Section 16. Ordinance Adoption.

(a) Adoption of an ordinance requires approval by a majority of the council at one meeting provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(b) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

(c) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(d) After adoption of an ordinance, the mayor must sign and date it and submit it to the city recorder. The city recorder must endorse it the ordinance with the date of adoption and the recorder’s name and title. ~~The city recorder must submit the ordinance to the mayor for approval. If the mayor approves the ordinance, the mayor must sign and date it.~~

~~(e) If the mayor vetoes the ordinance, the mayor must return it to the city recorder with written reasons for his veto within 10 days of receipt of the ordinance. If the ordinance is not so returned, it takes effect as if approved.~~

~~(f) At the first council meeting after veto by the mayor, the council will consider the reasons of the mayor and again vote on the ordinance. If four councilors vote to adopt the ordinance, it will take effect.~~

Section 17. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption and approval by the mayor, or adoption after veto by the mayor, or on a later day provided in the ordinance. An ordinance adopted by all councilors may take effect as soon as adopted, or other date less than 30 days after adoption if it contains an emergency clause, and is not subject to veto by the mayor.

Chapter V

ADMINISTRATIVE AUTHORITY

Section 18. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state “The City of Sherwood resolves as follows:”

Section 19. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at a meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the mayor must sign and the city recorder must endorse it with the date of approval and the recorder's name and title.

Section 20. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolutions.

Chapter VI

QUASI-JUDICIAL AUTHORITY

Section 21. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Sherwood orders as follows:"

Section 22. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

(c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the mayor must sign and the city recorder must endorse it with the date of approval and the recorder's name and title.

Section 23. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII

ELECTIONS

Section 24. Councilors. ~~A councilor serves a four-year term. Three councilors will be elected at~~ At each general election. ~~after the adoption, three councilors will be elected for four year terms~~ by position.—The terms of councilors in office when this charter is adopted are the terms for which they were elected.

Section 25. Mayor. ~~The mayor serves a four-year term. The mayor shall be elected at~~ At every other general election beginning with the 2014 general election. ~~after the adoption, a mayor will be elected for a two year term.~~ The mayor in office when this charter revision is adopted shall continue in office until the 2014 general election. ~~is the term for which the mayor was elected.~~

Section 26. State Law. City elections must conform to state law except as this charter or city ordinances provide otherwise. All elections for city offices must be nonpartisan.

Section 27. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.

(b) ~~No~~ person may not be a candidate at a single election for more than one city office.

(c) Neither the mayor, nor a councilor ~~nor~~ may be employed by the city.

(d) Neither the mayor nor a councilor may hold another state or local government elected office.

~~(e)~~ The council is the final judge of the election and qualifications of its members.

Section 28. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 29. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 30. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and the State of Oregon.

Section 31. Vacancies. The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

- (1) Death,
- (2) Adjudicated incompetence, or
- (3) Recall from the office.

(b) Upon declaration by the council after the incumbent's:

- (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,

- (2) Absence from the city for 45 days without council consent, or from three consecutive regular council meetings,
- (3) Ceasing to reside in the city,
- (4) Ceasing to be a qualified elector under state law,
- (5) Conviction of a public offense punishable by loss of liberty,
- (6) Resignation from the office, ~~or~~
- (7) Removal under Section 33(h), ~~or~~
- (8) Assumption of another state or local government elected office.

Section 32. Filling Vacancies. A mayor or councilor vacancy will be filled by an election if ~~1325~~ months or more remain in the ~~office-term~~ of office. The election will be held at the next ~~available-regular~~ election date to fill the vacancy for the remainder of the term. ~~A-If a~~ mayor or councilor vacancy ~~may be is~~ filled by appointment, the appointment shall be made by a majority of the remaining council members. The appointee's term of office runs from appointment until the vacancy is filled by election or until expiration of the term of office if no election is required to fill the vacancy. If a disability prevents a councilor from attending council meetings, a majority of the council may appoint a councilor pro tem.

Chapter VIII

APPOINTIVE OFFICERS

Section 33. City Manager.

(a) The office of city manager is established as the chief administrative ~~officer head~~ of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

~~(c) The manager need not reside in the city.~~

~~(dc)~~ The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

~~(ed)~~ The manager must:

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;

- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;
- (11) Delegate duties, but remain responsible for acts of all subordinates.

(e) The manager has no authority over the council or over the judicial functions of the municipal judge.

(f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(g) When the manager is temporarily disabled from acting as manager or when the office becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

(h) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

(i) The manager may not serve as city recorder or city recorder pro tem.

Section 34. City Recorder.

(a) The office of city recorder is established as the council clerk, city custodian of records and city elections official. The recorder must attend all council meetings unless excused by the mayor or council.

(b) A majority of the council must appoint and may remove the recorder. The appointment must be made without regard to political considerations and solely on the basis of education and experience.

(c) When the recorder is temporarily disabled from acting as recorder or when the office becomes vacant, the council must appoint a recorder pro tem. The recorder pro tem has the authority and duties of recorder.

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any legal office employees.

Section 36. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Sherwood Municipal Court. The judge must be a member in good standing of the Oregon State Bar.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;
- (3) Commit to jail or admit to bail anyone accused of a city offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro tem.

(g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

Chapter IX

PERSONNEL

~~Section 37. Compensation. The council must authorize the compensation of city appointive officers and employees as part of its approval of the annual city budget. The mayor and councilors may be reimbursed for actual expenses.~~

~~Section 38. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.~~

Chapter IX

PUBLIC IMPROVEMENTS

Section 397 Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for one year upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 4380. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Chapter XI

MISCELLANEOUS PROVISIONS

Section 3941. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 402. Solid Waste Incinerators. The operation of solid waste incinerators for any commercial, industrial, or institutional purpose is prohibited in the city. This applies to solid waste defined by ORS 459.005(24), and includes infectious wastes defined by ORS 459.386(2). This prohibition does not apply to otherwise lawful furnaces, incinerators, or stoves burning wood or wood-based products, petroleum products, natural gas, or to other fuels or materials not defined as solid waste, to yard debris burning, or to small-scale specialized incinerators utilizing solid waste produced as a byproduct on-site and used only for energy recovery purposes. Such small-scale incinerators are only exempt from this prohibition if they are ancillary to a city permitted or conditional use, and may not utilize infectious wastes or any fuels derived from infectious wastes. This prohibition does not apply to solid waste incinerators lawfully permitted to operate before September 5, 1990, but does apply to any expansion, alteration or modification of such uses or applicable permits. (Approved by voters May 2000)

~~Section 43. Willamette River Drinking Water. Use of Willamette River water as a residential drinking water source within the city is prohibited except when such use has been previously approved by a majority vote of the city's electors. (Approved by voters November 2001)~~

Section 414. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 452. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 463. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 474. Time of Effect. This charter as revised takes effect ~~July 1, 2005~~ January 1, 2012.



RESOLUTION 2011-063

A RESOLUTION REFERRING TO THE VOTERS OF SHERWOOD A PROPOSED REVISION OF THE CITY CHARTER

The City Council of the City of Sherwood finds:

- a. The current City of Sherwood Home Rule Charter was approved by the voters and took effect July 1, 2005. It was amended by the voters at the May 16, 2000, the November 7, 2000 and the November 6, 2001 elections.
- b. Certain provisions in the 2005 charter are unclear, obsolete or unnecessary. Other provisions of the current charter do not meet present needs of the City, and some provisions conflict with best government practices.
- c. The Sherwood city council has reviewed the 2005 City Charter, made certain changes to update and clarify the language and adapted it to meet the present and future needs of the City. The council has continued certain charter provisions added by City voters in 2000 and 2001 including the requirement for voter approval of annexation to the city.
- e. It is in the best interest of the City to submit to the voters a new City of Sherwood Home Rule Charter.

THE CITY COUNCIL FOR THE CITY OF SHERWOOD RESOLVES:

- Section 1.** An election is called for the City of Sherwood, Washington County, Oregon for the purpose of submitting to City voters the new home rule charter attached as Exhibit A to this resolution.
- Section 2.** Tuesday, November 8, 2011 is designated as the date for holding the election for voting on the measure.
- Section 3.** The election will be conducted by the Washington County Elections Department.
- Section 4.** The precincts for this election will include all of the territory within the corporate limits of the City of Sherwood.

Section 5. The ballot title will read as follows:

CAPTION: REVISIONS TO CITY OF SHERWOOD HOME RULE CHARTER

QUESTION: Shall the City of Sherwood adopt certain revisions to update the city home rule charter?

SUMMARY: This measure would update the current city charter to remove obsolete provisions, clarify other provisions and reflect standard municipal organization and practices. The city council believes the charter revisions will improve city government.

The Oregon Constitution gives city voters the right to adopt, amend and revise a charter. The charter grants legal authority to the city and sets duties. Sherwood voters adopted the current charter in 2005.

The proposed revision authorizes the mayor to appoint members of certain boards and commissions with council approval; deletes the requirement that the council be elected by position; deletes the mayor's authority to veto city legislation; requires the mayor's signature on city council decisions; establishes a four-year term for the mayor; prohibits mayor and councilors from holding another elected office; clarifies process for filling council vacancy; requires municipal court judge to be a member of Oregon State bar; deletes obsolete provision regarding personnel rules and compensation; deletes obsolete provision regarding use of Willamette River water; takes effect January 1, 2012.

Section 6. The city recorder is authorized to submit an impartial explanatory statement for the Washington County voters' pamphlet on behalf of the City.

Section 7. The city recorder will publish the ballot title as provided by state law.

Section 8. This resolution is effective upon its adoption by the city council.

PASSED AND APPROVED this 19th day of July, 2011

Keith S. Mays, Mayor

ATTEST:

Sylvia Murphy, CMC, City Recorder

PREAMBLE

We, the voters of Sherwood, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

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Section 1. Title. This charter may be referred to as the 2012 Sherwood City Charter.

Section 2. Name. The City of Sherwood, Oregon, continues as a municipal corporation with the name City of Sherwood.

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Section 11. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules.

Section 12. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 13. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council.

Section 14. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

Chapter IV

LEGISLATIVE AUTHORITY

Section 15. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Sherwood ordains as follows:”

Section 16. Ordinance Adoption.

- (a) Adoption of an ordinance requires approval by a majority of the council at one meeting provided the proposed ordinance is available in writing to the public at least one week before the meeting.
- (b) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.
- (c) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.
- (d) After adoption of an ordinance, the mayor must sign and date it and submit it to the city recorder. The city recorder must endorse the ordinance with the date of adoption and the recorder's name and title.

Section 17. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption and approval by the mayor, or adoption after veto by the mayor, or on a later day provided in the ordinance. An ordinance adopted by all councilors may take effect as soon as adopted, or other date less than 30 days after adoption if it contains an emergency clause, and is not subject to veto by the mayor.

Chapter V

ADMINISTRATIVE AUTHORITY

Section 18. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Sherwood resolves as follows:"

Section 19. Resolution Approval.

- (a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.
- (b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at a meeting.
- (c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.
- (d) After approval of a resolution, the mayor must sign and the city recorder must endorse it with the date of approval and the recorder's name and title.

Section 20. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolutions.

Chapter VI

QUASI-JUDICIAL AUTHORITY

Section 21. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state “The City of Sherwood orders as follows:”

Section 22. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

(c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the mayor must sign and the city recorder must endorse it with the date of approval and the recorder’s name and title.

Section 23. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII

ELECTIONS

Section 24. Councilors. A councilor serves a four-year term. Three councilors will be elected at each general election. The terms of councilors in office when this revised charter is adopted (2011) are the terms for which they were elected.

Section 25. Mayor. The mayor serves a four-year term. The mayor shall be elected at every other general election beginning with the 2014 general election. The mayor in office when this charter revision is adopted (2011) shall continue in office until the 2014 general election.

Section 26. State Law. City elections must conform to state law except as this charter or city ordinances provide otherwise. All elections for city office must be nonpartisan.

Section 27. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.

(b) A person may not be a candidate at a single election for more than one city office.

(c) The mayor and councilors may not be employed by the city.

(d) The mayor and councilors may not hold another state or local government elected office.

(e) The council is the final judge of the election and qualifications of its members.

Section 28. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 29. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election and continues until the successor qualifies and assumes the office.

Section 30. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and the State of Oregon.

Section 31. Vacancies. The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

- (1) Death,
- (2) Adjudicated incompetence, or
- (3) Recall from the office.

(b) Upon declaration by the council after the incumbent's:

- (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,
- (2) Absence from the city for 45 days without council consent, or from three consecutive regular council meetings,
- (3) Ceasing to reside in the city,
- (4) Ceasing to be a qualified elector under state law,
- (5) Conviction of a public offense punishable by loss of liberty,
- (6) Resignation from the office,
- (7) Removal under Section 33(h), or
- (8) Assumption of another state or local government elected office.

Section 32. Filling Vacancies. A mayor or councilor vacancy will be filled by an election if 25 months or more remain in the term of office. The election will be held at the next regularly-scheduled election date to fill the vacancy for the remainder of the term. If a mayor or councilor vacancy is filled by appointment, the appointment shall be made by a majority of the remaining council members. The appointee's term of office runs from appointment until the vacancy is filled by election or until expiration of the term of office if no election is required to fill the

City of Sherwood 2005 City Charter
Possible 2011 amendments
July 19, 2011

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vacancy. If a disability prevents a councilor from attending council meetings, a majority of the council may appoint a councilor pro tem.

Chapter VIII

APPOINTIVE OFFICERS

Section 33. City Manager.

(a) The office of city manager is established as the chief administrative officer of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

(d) The manager must:

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;
- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;
- (11) Delegate duties, but remain responsible for acts of all subordinates.

(e) The manager has no authority over the council or over the judicial functions of the municipal judge.

(f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(g) When the manager is temporarily disabled from acting as manager or when the office becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the

authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

(h) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

(i) The manager may not serve as city recorder or city recorder pro tem.

Section 34. City Recorder.

(a) The office of city recorder is established as the council clerk, city custodian of records and city elections official. The recorder must attend all council meetings unless excused by the mayor or council.

(b) A majority of the council must appoint and may remove the recorder. The appointment must be made without regard to political considerations and solely on the basis of education and experience.

(c) When the recorder is temporarily disabled from acting as recorder or when the office becomes vacant, the council must appoint a recorder pro tem. The recorder pro tem has the authority and duties of recorder.

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any legal office employees.

Section 36. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Sherwood Municipal Court. The judge must be a member in good standing of the Oregon State Bar.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

- (e) The municipal judge may:
- (1) Render judgments and impose sanctions on persons and property;
 - (2) Order the arrest of anyone accused of an offense against the city;
 - (3) Commit to jail or admit to bail anyone accused of a city offense;
 - (4) Issue and compel obedience to subpoenas;
 - (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - (6) Penalize contempt of court;
 - (7) Issue processes necessary to enforce judgments and orders of the court;
 - (8) Issue search warrants; and
 - (9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- (f) The council may appoint and may remove municipal judges pro tem.
- (g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

Chapter IX

PUBLIC IMPROVEMENTS

Section 37 Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for one year upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 38 Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Chapter X

MISCELLANEOUS PROVISIONS

Section 39. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 40. Solid Waste Incinerators. The operation of solid waste incinerators for any commercial, industrial, or institutional purpose is prohibited in the city. This applies to solid waste defined by ORS 459.005(24), and includes infectious wastes defined by ORS 459.386(2). This prohibition does not apply to otherwise lawful furnaces, incinerators, or stoves burning wood or wood-based products, petroleum products, natural gas, or to other fuels or materials not defined as solid waste, to yard debris burning, or to small-scale specialized incinerators utilizing solid waste produced as a byproduct on-site and used only for energy recovery purposes. Such

small-scale incinerators are only exempt from this prohibition if they are ancillary to a city permitted or conditional use, and may not utilize infectious wastes or any fuels derived from infectious wastes. This prohibition does not apply to solid waste incinerators lawfully permitted to operate before September 5, 1990, but does apply to any expansion, alteration or modification of such uses or applicable permits. (Approved by voters May 2000)

Section 41. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 42. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 43. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 44. Time of Effect. This charter as revised takes effect January 1, 2012.

TO: Sherwood City Council

FROM: Bob Galati, P.E., City Engineer, Engineering Department

SUBJECT: ORDINANCE 2011-008 AN ORDINANCE AMENDING TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE SHERWOOD MUNICIPAL CODE BY ADDING A NEW CHAPTER 12.17 ESTABLISHING LIMITATIONS ON EXCAVATIONS AND CUTS IN NEWLY IMPROVED OR CONSTRUCTED PUBLIC STREET PAVEMENT SECTIONS.

ISSUE: Shall the City Council adopt Ordinance 2011-008 which creates a new chapter in the Sherwood Municipal Code (Chapter 12.17 – Construction Limited Streets), which establishes limitations on excavations and cuts in newly improved public street pavement surfaces?

BACKGROUND: The City has the responsibility to develop and establish requirements and standards that try to ensure the quality, integrity and service life of its street surfaces for the longest practicable time period. Many reports have been written on the negative impacts to asphalt pavement service life based on the disruption of the pavement surface (i.e. trench cuts and edge cuts). The typical service life of a newly constructed asphalt pavement surface is 25 years under normal wear and maintenance processes. Test results and reports show that trench cuts within newly paved street surfaces can reduce the service life of the affected pavement section by nearly half. A reduction in the service life of a pavement section means that maintenance costs will be higher over the life span of the road surface, and the need for reconstruction of the pavement section will occur sooner. This will result in a significant increase in pavement maintenance/replacement budget requirements.

FINDINGS: On May 17th, 2011 a proposal for development of Construction Limited Streets standards was presented to City Council during a regular work session. The proposal is to control, to a much greater extent, the pavement restoration methods used on designated Construction Limited Streets. These methods do not prohibit construction from occurring, but allow additional requirements which try to ensure the service life of the pavement section to the longest practicable time period. The City Council's response to the presentation was favorable and full development of the ordinance language continued based on that response.

The ordinance language gives the City Manager, or the City Manager's designee, the ability to impose additional requirements beyond the standard trench patch requirements delineated in the City's Engineering Design and Standard Details Manual. Streets that have been classified as Construction Limited Streets have established time durations based on the street classification as designated by the City's Transportation System Plan (TSP). The time duration for the individual street classifications is as follows:

- a. Arterials – 5 years
- b. Collectors – 3 years
- c. Neighborhood and Local Streets – 2 years
- d. Downtown Streets (asphalt) – 2 years
- e. Downtown Streets (concrete) – indefinite (disturbance not permitted)

Application to perform construction activity within Construction Limited Streets will be reviewed by the City Manager or the City Manager's designee. Additional pavement restoration requirements may be required, up to and including full street width pavement surface removal and replacement. These additional requirements are established on a case by case basis.

The Ordinance includes an exceptions process, maintains the ability to perform emergency repairs of existing underground infrastructure, and provides for enforcement processes in cases of code violation.

RECOMMENDATION: MOTION TO APPROVE ORDINANCE 2011-008 AN ORDINANCE AMENDING TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE SHERWOOD MUNICIPAL CODE BY ADDING A NEW CHAPTER 12.17 ESTABLISHING LIMITATIONS ON EXCAVATIONS AND CUTS IN NEWLY IMPROVED OR CONSTRUCTED PUBLIC STREET PAVEMENT SECTIONS.



ORDINANCE 2011-008

AN ORDINANCE AMENDING TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE SHERWOOD MUNICIPAL CODE BY ADDING A NEW CHAPTER (12.17) ESTABLISHING LIMITATIONS ON EXCAVATIONS AND CUTS IN NEWLY IMPROVED PUBLIC STREET PAVEMENT SURFACES

WHEREAS, the City of Sherwood wishes to maintain the quality, integrity and service life of existing and newly constructed roads within the City; and

WHEREAS, The City has adopted an Engineering Design and Standard Details Manual that delineates the design and construction standards for all construction activity within City rights-of-way; and

WHEREAS, The City recognizes that trench cuts and trench patches significantly alter and degrade the pavement surfaces under and adjacent to the actual trench line, thereby reducing the quality integrity, and service life of the pavement surface; and

WHEREAS, the City has developed and established construction standards to insure the quality, integrity and service life of repaired and newly constructed, newly paved, overlaid or treated City streets; and

WHEREAS, to minimize the adverse effects of trench cuts and trench patches on existing, and newly constructed, newly paved, overlaid or treated street surfaces for the longest practicable time period possible, additional requirements may be required by the City; and

WHEREAS, the City recognizes that limiting construction activity within newly constructed, newly paved, overlaid or treated surfaces for specified time periods may adversely affect public and/or private development.

NOW, THEREFORE, BASED ON THE FOREGOING, THE CITY OF SHERWOOD ORDAINS AS FOLLOWS:

Section 1: That Title 12 and Article II of the Municipal Code is hereby amended to include as a new Chapter 12.17 –Construction-Limited Streets, to read as follows:

- 12.17 - Construction-Limited Streets**
- 12.17.005 Purpose**
- 12.17.010 Definition**
- 12.17.015 Duration of Limitation**
- 12.17.020 Applicability**
- 12.17.025 Exceptions**
- 12.17.027 Maintenance and Emergency Repairs**
- 12.17.030 Unauthorized Work and Repairs**
- 12.17.035 Technical Guidelines**

12.17.005 Purpose

The provisions of this Chapter are intended to protect the public investment, health and safety, and are intended to maintain the quality, integrity, and service life of recently constructed or reconstructed, paved or repaved, overlaid or surface treated streets within the City, for the longest practicable time period.

12.17.010 Definition

A. A “construction-limited street” means any of the following City streets, as identified in the City Transportation System Plan, that has been constructed, reconstructed, paved, repaved, overlaid or surface treated, within the following time periods by the City, a City contractor, or a private party pursuant to a right-of-way or development permit.

<u>TSP Street Classification</u>	<u>Length of Time</u>
Arterial Streets	5 years
Collector Streets	3 years
Local and Neighborhood Streets	2 years
Downtown Streets (Asphalt)	2 years
Downtown Streets (Concrete)	Indefinite (Construction not allowed)

B. The “Engineering Design Manual” means the most recent City of Sherwood *Engineering Design and Standard Details Manual* as amended.

12.17.015 Duration of Limitation

Except as provided in Section 12.17.025 and Section 12.17.027 below, the pavement of a construction-limited street may not be ground, drilled through, saw cut, or excavated through within the time period described in Section 12.17.010 above. The restrictions of this section shall commence on the day the street has been accepted by the City, as defined by the commencement of the maintenance period, and shall continue throughout the period described in Section 12.17.010 above.

12.17.020 Applicability

Chapter 12.17 applies to all construction activity within the public right-of-way of a construction-limited street whether performed by public or private parties, including private utilities.

12.17.025 Exceptions

A. The City Manager or the City Manager’s designee may approve an exception to the limitations in Section 12.17.015 in order to facilitate development on adjacent properties, provide for emergency repairs to subsurface facilities, provide for underground connections to adjacent properties, or to allow the upgrading of underground utilities.

An approved exception may include conditions determined necessary by the City Manager or designee to ensure the rapid and complete restoration of the street and surface paving, consistent with the purpose of this Chapter 12.17 to the greatest extent practicable. Pavement restoration requirements may include but are not limited to surface grinding, base and sub-base repairs, trench compaction, or other related work as needed, including up to full-width street pavement removal and replacement.

B. A person seeking an exception under this section shall submit an application to the City Manager or designee in a form acceptable to the city. The application must include sufficient information to demonstrate reasonable compliance with Section 210.20 (*Construction Limited Streets*) of the Engineering Design Manual.

The City Manager or designee will review the application and information and provide a written decision either approving or denying the application. The City Manager's or designee's decision may be appealed in the manner provided for a writ of review under ORS chapter 34.

12.17.027 Maintenance and Emergency Repairs

Following notice to the Public Works Director and a demonstration of compliance with Section 210.18 (*Utilities and Other Work in the Public Right of Way*) and Section 210.19 (*Trenching and Street Cuts*) of the Engineering Design Manual, the City may authorize maintenance or emergency repairs to an underground utility service within the right-of-way of a construction-limited street provided the underground utility service is in existence on the effective date of this Ordinance.

12.17.030 Unauthorized Work and Repairs

A. Violations of this Chapter 12.17 may be enforced by the City in the manner of a violation subject to the jurisdiction of the Sherwood Municipal Court. If the pavement of a construction-limited street is ground, drilled through, saw cut, or excavated through for any reason without authorization, the extent of the damages caused by such actions shall be determined by the City in its sole and exclusive discretion.

B. The Municipal Court may order a person responsible for a violation to restore the street surface to the standards described in Section 210.18 (*Utilities and Other Work in the Public Right of Way*) and Section 201.19 (*Trenching and Street Cuts*) of the Engineering Design Manual. The Court may include in the order such other conditions the Court deems necessary to ensure adequate and appropriate restoration of the street pavement section.

C. Alternatively, the Municipal Court may direct the City to perform, either directly or indirectly, the street restoration with the costs of such restoration assessed against the person responsible for the violation.

12.17.035 Technical Requirements

Any restoration of a construction-limited street shall conform, at a minimum, to the requirements set forth in the most current edition of the City's Engineering Design Manual. The City Manager or designee may impose additional requirements as determined necessary by the City Manager or designee in the person's sole discretion in order to meet the intent of maintaining the quality, integrity, and service life of the affected construction limited street to the greatest extent practicable.

Section 2: The City Manager is hereby directed to take such action as may be necessary to document this amendment in accordance with City ordinances and regulations.

Section 3: This Ordinance shall be effective the 30th day after its enactment by the City Council and approval by the Mayor.

Duly passed by the City Council this 19th day of July, 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

	AYE	NAY
Clark	_____	_____
Langer	_____	_____
Butterfield	_____	_____
Folsom	_____	_____
Henderson	_____	_____
Grant	_____	_____
Mays	_____	_____

TO: Sherwood City Council
FROM: Heather Austin, AICP, Senior Planner
Through: Tom Pessemier, Community Development Director
Subject: Parks and Open Spaces in New Subdivisions

EXECUTIVE SUMMARY

Summary: The proposed amendments add language to the code requiring parks and open spaces in all new subdivisions to help ensure areas are developed with adequate land set aside for recreation. The proposed amendments also clarify existing definitions, update townhome open space and park standards and provide a cross-reference to the open space requirements within the subdivision code language.

The proposed language was developed in consultation with the Parks Board, staff from other departments, the City Attorney and the Planning Commission. The language requires open spaces to be provided for all development but does not require dedication to the City (private ownership is an option). It also stipulates that any proposed dedication to the City must be acceptable to the City. Open space areas of limited size or suitability shall be conveyed to an HOA. The open space requirement may reduce the amount of SDCs owed to the City, however, this is off-set by a significant reduction in the costs to acquire land and ensures that open space land is provided as specified by the Parks Master Plan and in the vicinity of actual development.

Previous Council Action: This is the fourth code clean-up plan amendment to come before the City Council.

The Planning Commission held a public hearing on June 14, 2011 and forwarded a recommendation of approval to the Council. The Planning Commission recommendation is attached as Exhibit A and the proposed amendments are attached as Exhibits A.1 through A.4.

Background/Problem Discussion: The City Council, Planning Commission and staff identified the need to conduct a comprehensive update of the Development Code. The Code Update project has been broken into phases to allow manageable portions to be reviewed and adopted prior to moving on to another phase. "Parks and Open Spaces in New Subdivisions" is the final topic from Phase I of this project.

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

Financial Implications: Dedication of land will be eligible for Parks SDC credit, however no net loss is anticipated because the SDCs are partially intended for park acquisition.

Recommendation: Staff recommends that the City Council hold a public hearing and determine whether to accept the Planning Commission recommendation and adopt the attached Ordinance or direct staff to make additional modifications to the proposed text changes based on additional information submitted.

Attachments:

Ordinance
Exhibit A – PC recommendation including Exhibits A.1 through A.4 (proposed development code changes)



ORDINANCE 2011-009

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF THE ZONING AND COMMUNITY DEVELOPMENT CODE TO REQUIRE PARKS AND OPEN SPACES IN NEW SUBDIVISIONS AND INCLUDING DIVISIONS I, II, VII AND VIII

WHEREAS, The Sherwood Zoning and Community Development Code has not been comprehensively updated in many years, and

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

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

WHEREAS, the first phase includes parks and open space requirements in new subdivisions; and

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

WHEREAS, the proposed amendments were subject to full and proper notice and review and a public hearing was held before the Planning Commission on June 14, 2011; and

WHEREAS, the Planning Commission voted to forward a recommendation of approval to the City Council for the proposed development code modifications attached as Exhibits A.1 through A.4; and

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

WHEREAS, the City Council held a public hearing on July 19, 2011 and determined that the proposed changes to the Development Code met the applicable Comprehensive Plan criteria and continued to be consistent with regional and state standards.

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

Section 1. Findings. After full and due consideration of the application, the Planning Commission recommendation, the record, findings, and of the evidence presented at the public hearing, the Council adopts the findings of fact contained in the Planning Commission

recommendation attached as Exhibit A finding that the text of the SZCDC shall be amended as documented in Exhibits A.1 through A.4.

Section 2. Approval. The proposed amendments for Plan Text Amendment (PA) 11-02 identified in Exhibits A.1 through A.4 are hereby **APPROVED**.

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

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

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

Duly passed by the City Council this 19th day of July 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

	AYE	NAY
Clark	_____	_____
Langer	_____	_____
Butterfield	_____	_____
Folsom	_____	_____
Henderson	_____	_____
Grant	_____	_____
Mays	_____	_____

City of Sherwood
Planning Commission Recommendation to the City Council
File No: PA 11-02 Parks and Open Spaces in New Subdivisions

July 8, 2011

Signed: Heather M Austin
Heather Austin, AICP, Senior Planner

The Planning Commission held a public hearing on June 14, 2011 to consider the proposed amendments to require new subdivisions to provide open space. The Planning Commission forwarded a recommendation of approval to the Council. The proposed amendments are attached to this report as Exhibits A.1 through A.4.

Proposal: The City is in the process of a multi-phase code clean-up project with the goal of providing a more clear and usable code for both citizens and developers. The proposed amendments to add language to the code regarding parks and open spaces in new subdivisions are attached to this report as Exhibits A.1 through A.4 and include:

- A.1) Updates to the definitions section;
- A.2) Updates to the townhomes standards to clarify open space and park standards;
- A.3) Updates to the subdivision (preliminary plat) standards to clarify open space and park standards; and
- A.4) A new section (16.142.030) requiring parks or open space in new residential subdivisions.

I. BACKGROUND

- A. Applicant: This is a City-initiated text amendment; therefore the applicant is the City of Sherwood.
- B. Location: The proposed amendment is to the text of the development code and, therefore applies citywide.
- C. Review Type: The proposed text amendment requires a Type V review, which involves public hearings before the Planning Commission and City Council. The Planning Commission will make a recommendation to the City Council who will make the final decision. Any appeal of the City Council decision would go directly to the Land Use Board of Appeals.
- D. Public Notice and Hearing: Notice of the June 14, 2011 Planning Commission hearing on the proposed amendment was published in *The Gazette* on 6/1/11 and *The Times* on 6/2/11. Notice was posted in 5 public locations around town and on the web site on 5/25/11. Notice of the July 19, 2011 City Council hearing was published in the July 2011 edition of *The Archer* and *The Times* on 7/7/11. Notice was posted in 5 public locations around town and on the website 6/29/11.

While this does apply citywide, it does not affect the permissible uses of any property; therefore Measure 56 notice was not required or provided. DLCDC notice was provided 4/28/11.

E. Review Criteria:

The required findings for the Plan Amendment are identified in Section 16.80.030 of the Sherwood Zoning and Community Development Code (SZCDC).

F. Background:

The city began the code clean-up project in 2010 as a way to update all sections of the code to provide clarity to citizens and developers and to address any local, county, regional or state standards that have gone into effect and that require changes to the code. When the Brookman Area Concept Plan was adopted in 2009, one identified issue of concern was open space and park requirements of new subdivisions. The attached code changes are proposed in order to clarify park and open space standards and to meet recommendations of the Brookman Area Concept Plan. These changes require park or open space area be reserved with new residential subdivision applications. Currently, a developer proposing a single-family residential subdivision is not required to dedicate or reserve park/open space area, but the developer is charged a parks system development charge (SDC) that covers 100% of the need created by the development (i.e. the residents of the new homes will utilize parks and, therefore, the developer is responsible for providing these parks or an equivalent cash amount). Any land conveyed as required by these new standards would be eligible to receive a credit toward the parks SDC. In addition, the city plans to update the SDC methodology to identify these new requirements, and adjust the SDC rate accordingly.

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

Agencies:

The City sent request for comments to the standard agency notification list. The City has received no responses to date.

Public:

No formal public comments have been received to date on the proposed amendments; however the City and Commission have received input from the public during informal listening sessions and via public surveys. In addition, staff has met twice with the Parks Board to review language and receive input. All of these comments helped guide the proposed amendments under review.

III. **REQUIRED FINDINGS FOR A PLAN TEXT AMENDMENT**

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

16.80.030.1 - Text Amendment Review

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

Need Identified

The City has long identified that the code is not always clear. One example of this is in the definitions section, where determining whether a project is subject to townhome or multi-family standards is not clear. This, in turn, causes confusion as to which standards a project must meet, including open space requirements. In addition, the Brookman Area Concept Plan identified the need for standards regarding open space and park preservation in subdivision developments when a PUD is not proposed. When the Brookman Area Concept Plan was adopted, it included provisions to ensure that the issue of open space was addressed prior to annexation and development. In order for the Brookman area to be annexed to the City of Sherwood, code language must be adopted that addresses the deficiency of open space and park area in residential subdivisions, the primary development type planned for the Brookman area.

These standards will apply generally throughout the city and to future areas annexed into the city, requiring open space dedication of all new residential subdivisions.

Comprehensive Plan and Code

Goal 3 of the “Planning Goals- Recreational Resources” in Chapter 5 of the Comprehensive plan states, “Acquire park and open space land as far in advance as possible to avoid high land costs and the possibility of having to purchase developments later on. The City intends to take full advantage of matching funds from state and federal agencies in the development of its park system”. The proposed code language furthers this goal by providing an additional opportunity for the early acquisition of park and open space land, at time of subdivision. The updates proposed to the definitions, townhomes, and preliminary plat sections are to ensure that the proposed open space and park requirement is consistent with all other parts of the development code.

Applicable Regional (Metro) standards

There are no known Metro standards that this proposed amendment would conflict with.

Consistency with Statewide Planning Goals

Goal 1- “Citizen Involvement”

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

The proposed code changes do not include changes to the City’s citizen involvement program, which is in compliance with Goal 1.

Goal 2- “Land Use Planning”

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

The proposed code changes affect all new subdivisions but do not change the way a subdivision application is processed. The City’s land use planning process and policy framework, which are in compliance with Goal 2, will not change.

Goal 5- “Natural Resources, Scenic and Historic Areas and Open Spaces”

The purpose statement of Goal 5 is “to protect natural resources and conserve scenic and historic areas and open spaces”. In addition, the first two guidelines of Goal 5 are:

- 1) The need for open space in the planning area should be determined, and standards developed for the amount, distribution, and type of open space.
- 2) Criteria should be developed and utilized to determine what uses are consistent with open space values and to evaluate the effect of converting open space lands to inconsistent uses. The maintenance and development of open space in urban areas shall be encouraged.

The proposed development code language furthers the purpose of Goal 5 by requiring open space or park area in new subdivisions. Currently, open space is required when developing a Planned Unit Development (PUD), townhome or multi-family project, but not for a single-family or duplex subdivision. The proposed standards will allow the city to obtain more of the open space identified as needed in the Parks Master Plan. The proposed language also provides clear criteria for the uses of the open space lands and encourages development of open space in the Sherwood urban area.

Goal 10- “Housing”

The purpose statement of Goal 10 is “to provide for the housing needs of the citizens of the state”.

While the proposed changes do add a requirement to new residential (housing) subdivision applications, the proposed requirement will be SDC creditable and, therefore, no change is anticipated to the development of housing in the city. The language includes a density section (proposed Section 16.142.030.D) that does not require a density reduction based on the park requirement and, therefore, no loss of housing is anticipated. The requirements will reduce the SDC burden on the developer while providing an amenity within a development.

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

16.80.030.2 – Transportation Planning Rule Consistency

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

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

IV. RECOMMENDATION

Based on the above findings of fact and the conclusion of law based on the applicable criteria, the Planning Commission recommends approval of PA 11-02 to the City Council.

V. EXHIBITS

- A. Proposed development code changes:
 - 1. Chapter 16.10 Definitions
 - 2. Chapter 16.44 Townhomes
 - 3. Chapter 16.122 Preliminary Plats
 - 4. Chapter 16.142 Parks and Open Spaces

Chapter 16.10 DEFINITIONS

16.10.020 SPECIFICALLY

The following terms shall have specific meaning when used in this Code:

Density: The intensity of residential land uses per acre, stated as the number of dwelling units per net buildable acre. Net acre means an area measuring 43,560 square feet after excluding present and future rights-of-way, and environmentally constrained areas, ~~public parks and other public uses.~~

Dwelling Unit: Any room, suite of rooms, enclosure, building or structure designed or used as a residence for one (1) family as defined by this Code, and containing sleeping, kitchen and bathroom facilities.

Dwelling, Single-Family: A structure containing one (1) dwelling unit.

Dwelling, Single-Family Attached: A single structure on two (2) lots, containing two (2) individual dwelling units, but with a common wall and a common property line. Otherwise identical to a two-family dwelling.

Dwelling, Two-Family or Duplex: A single structure on one (1) lot containing two (2) individual dwelling units, sharing a common wall, but with separate entrances. ~~Also referred to as a duplex.~~

Dwelling, Townhome or Row House: A single-family dwelling unit which is attached on one or both sides to a similar adjacent unit(s) on similar lot(s). The attachment is made along one or more common walls which are jointly owned. The units may either be on individual platted lots or may be located on a single lot as individual condominium units. The units are distinct from each other by scale, color, massing, or materials.

Dwelling, Multi-Family: A single structure containing three (3) or more dwelling units that share common walls or floor/ceilings with one or more units. The land underneath the structure is not divided into separate lots. Multi-family dwellings include structures commonly called garden apartments, apartments and condominiums. Multi-family dwellings that are attached on one or both sides to similar adjacent but distinct units are considered townhomes (see definition above).

Townhomes: (See "Dwelling- Townhome or Row House") A single-family dwelling unit which is attached on one or both sides to a similar adjacent unit(s) on similar lot(s). The attachment is made along one or more common walls which are jointly owned. The units may either be on individual platted lots or may be located on a single lot as individual condominium units. The units are distinct from each other by scale, color, massing, or materials.

Chapter 16.44 TOWNHOMES

16.44.010 Townhome Standards

A. Generally

A townhome may be located on property zoned MDRH or HDR, or in other zones as specified in an approved Planned Unit Development, provided that the townhome meets the standards contained below, and other applicable standards of Division V - Community Design. Such developments that propose townhomes can do so as condominiums on one parent lot, or in a subdivision, but shall do so in groups known as "townhome blocks," which consist of groups no less than two attached single-family dwellings and no more than six in a block, that meet the general criteria of Subsection B below, and specific design and development criteria of this Chapter.

(Ord. 2002-1126, § 2)

B. Standards

1. Each townhome shall have a minimum dwelling area of twelve-hundred (1,200) square feet in the MDRH zone, and one-thousand (1,000) square feet in the HDR zone. Garage area is not included within the minimum dwelling area.
2. Lot sizes shall average a minimum of two-thousand five-hundred (2,500) square feet in the MDRH zone, and one-thousand eight-hundred (1,800) square feet in the HDR zone, unless the property qualifies as "infill," and meets the criteria of Subsection D below. If proposed as a subdivision, lots shall be platted with a width of no less than twenty (20) feet, and depth no less than seventy (70) feet.
3. The townhome shall be placed on a perimeter foundation, the units must meet the front yard, street-side yard, and rear yard setbacks of the underlying zone, if abutting a residential zone designated for, or built as, single-family detached housing.
4. All townhomes shall include at least two (2) off-street parking spaces in the HDR zone, and two and one-half (2- 1/2) spaces in the MDRH zone; garages and/or designated shared parking spaces may be included in this calculation. The City Engineer may permit diagonal or angle-in parking on public streets within a townhome development, provided that adequate lane width is maintained. All townhome developments shall include a parking plan, to be reviewed and approved with the Site Plan application.
5. All townhomes shall have exterior siding and roofing which is similar in color, material and appearance to siding and roofing commonly used on residential dwellings within the City, or otherwise consistent with the design criteria of Subsection E, Design Standards.
6. All townhomes in the MDRH zone shall have an attached or detached garage.
7. All other community design standards contained in Divisions V, VIII and IX relating to off-street parking and loading, energy conservation, historic resources, environmental resources, landscaping,

access and egress, signs, parks and open space, on-site storage, and site design that are not specifically varied by this Chapter, shall apply to townhome blocks.

8. ~~All townhome~~ developments ~~over two (2) acres~~ shall accommodate an open space or park area no less than five percent (5%) of the total subject parcel (prior to exclusion of public right-of-way and environmentally constrained areas). Parking areas may not be counted toward this five percent (5%) requirement.

9. Side yard setbacks shall be based on the length of the townhome block; a minimum setback to the property line* on the end of each "townhome block" shall be provided relative to the size of the block, as follows:

TABLE INSET:

a.	100 feet to 150 feet	6 feet minimum
b.	Less than 100 feet	5 feet minimum

* In the case of condominium projects where no property line may exist at the end of each townhome block, the setback shall be applied as a minimum area of separation, as applied to each townhome block.

(Ord. 2002-1126, § 2)

Chapter 16.122 PRELIMINARY PLATS

16.122.010 Generally

A. Approval Required

All subdivisions and partitions are subject to preliminary plat approval through the Type II, Type III or Type IV review processes. Approval of the preliminary plat shall not constitute final acceptance of the plat for recording. Approval shall however, be binding upon the City for the purpose of preparation of the final plat or map, and the City may only require such changes in the plat or map as are necessary for compliance with the terms of preliminary plat approval.

B. Action

The City shall review preliminary plat applications submitted in accordance with Section 16.70 and approve, approve with conditions, or deny the application. Conditions may be imposed by the Hearing Authority if necessary to fulfill the requirements of the adopted Comprehensive Plan, Transportation System Plan or the Zoning and Community Development Code. The action of the City shall be noted on two (2) copies of the preliminary plat, including references to any attached documents describing any conditions or restrictions. One (1) copy shall be returned to the applicant with a notice of decision and one (1) retained by the City along with other applicable records.

C. Required Findings

No preliminary plat shall be approved unless:

1. Streets and roads conform to plats approved for adjoining properties as to widths, alignments, grades, and other standards, unless the City determines that the public interest is served by modifying streets or road patterns.
2. Streets and roads held for private use are clearly indicated on the plat and all reservations or restrictions relating to such private roads and streets are set forth thereon.
3. The plat complies with Comprehensive Plan and applicable zoning district regulations.
4. Adequate water, sanitary sewer, and other public facilities exist to support the use of land proposed in the plat.
5. Development of additional, contiguous property under the same ownership can be accomplished in accordance with this Code.
6. Adjoining land can either be developed independently or is provided access that will allow development in accordance with this Code.
7. Tree and woodland inventories have been submitted and approved as per Section 16.142.060.

[8. A minimum of five percent \(5%\) open space has been provided per Sections 16.44.B.8 \(Townhomes- Standards\) or 16.142.020 \(Parks, Open Spaces and Trees- Single-Family Residential Subdivisions\), if applicable.](#)

Chapter 16.142 PARKS ~~AND~~, OPEN SPACES ~~AND TREES~~

16.142.010 Purpose

This Chapter is intended to assure the provision of a system of public and private recreation and open space areas and facilities consistent with this Code and applicable portions of Chapter 5 of the Community Development Plan Part 2. The standards of this section do not supersede the open space requirements of a Planned Unit Development, found in Chapter 16.40 – Planned Unit Development (PUD).

(Ord. 2006-021; 91-922, § 3)

16.142.020 Multi-Family Developments

A. Standards

Except as otherwise provided, recreation and open space areas shall be provided in new multi-family residential developments to the following standards (townhome development requirements for open space dedication can be found in Chapter 16.44.B.8- Townhome Standards):

1. Open Space

A minimum of twenty percent (20%) of the site area shall be retained in common open space. Required yard parking or maneuvering areas may not be substituted for open space.

2. Recreation Facilities

A minimum of fifty percent (50%) of the required common open space shall be suitable for active recreational use. Recreational spaces shall be planted in grass or otherwise suitably improved. A minimum area of eight-hundred (800) square feet and a minimum width of fifteen (15) feet shall be provided.

3. Minimum Standards

Common open space and recreation areas and facilities shall be clearly shown on site development plans and shall be physically situated so as to be readily accessible to and usable by all residents of the development.

4. Terms of Conveyance

Rights and responsibilities attached to common open space and recreation areas and facilities shall be clearly specified in a legally binding document which leases or conveys title, including beneficial ownership to a home association, or other legal entity. The terms of such lease or other instrument of conveyance must include provisions suitable to the City for guaranteeing the continued use of such land

and facilities for its intended purpose; continuity of property maintenance; and, when appropriate, the availability of funds required for such maintenance and adequate insurance protection.

16.142.030 Single-Family or Duplex Residential Subdivisions

- A. A minimum of five percent (5%) of the net buildable site (after exclusion of public right-of-way and environmentally constrained areas) shall be maintained as "open space". Open space must include usable areas such as public parks, swimming and wading pools, grass areas for picnics and recreational play, walking paths, and other like space. The following may not be used to calculate open space:
1. Required yards or setbacks.
 2. Required visual corridors.
 3. Required sensitive areas and buffers.
 4. Any area required to meet a standard found elsewhere in this code.
- B. Enhanced streetscapes such as "boulevard treatments" in excess of the minimum public street requirements may count toward a maximum of 10,000 square feet of the open space requirement.
1. Example: if a 52-foot-wide right-of-way [ROW] is required for a 1,000 foot-long street and a 62-foot wide ROW with 5-foot additional plantings/meandering pathway is provided on each side of the street, the additional 10-foot-wide area x 1,000 linear feet, or 10,000 square feet, counts toward the open space requirement.
- C. The open space shall be conveyed in accordance with one of the following methods:
1. By dedication to the City as public open space (if acceptable to the City). Open space proposed for dedication to the City must be acceptable to the City Manager or the Manager's designee with regard to the size, shape, location, improvement, environmental condition, and budgetary and maintenance abilities;
 2. By leasing or conveying title (including beneficial ownership) to a corporation, homeowners' association or other legal entity, with the City retaining the development rights to the open space. The terms of such lease or other instrument of conveyance must include provisions (e.g., maintenance, property tax payment, etc.) suitable to the City.
- D. The density of a single-family residential subdivision shall be calculated based on the net buildable site prior to exclusion of open space per this Section.
1. Example: a 40,000 square foot net buildable site would be required to maintain 2,000 square feet (5%) of open space but would calculate density based on 40,000 square feet.
- E. If a proposed residential subdivision contains or is adjacent to a site identified as "parks" on the Acquisition Map of the Parks Master Plan (2006) or has been identified for acquisition by the Sherwood Parks and Recreation Board, establishment of open space shall occur in the designated areas if the subdivision contains the park site, or immediately adjacent to the parks site if the subdivision is adjacent to it.

F. If the proposed residential subdivision does not contain or is not adjacent to a site identified on the Parks Master Plan map or otherwise identified for acquisition by the Parks and Recreation Board, the applicant may elect to convey off-site park/open space.

G. This standard does not apply to a residential partition provided that a development may not use phasing or series partitions to avoid the minimum open space requirement. A partition of land that was part of an approved partition within the previous five (5) years shall be required to provide the minimum five percent (5%) open space in accordance with subsection (A) above.

H. The value of the open space conveyed under Subsection (A) above may be eligible for Parks System Development Charges (SDCs) credits based on the methodology identified in the most current Parks and Recreation System Development Charges Methodology Report. At no point shall the SDC and open space conveyance requirement exceed one hundred percent (100%) of the need created by the development.

16.142.~~030-040~~ Visual Corridors

16.142.~~040-050~~ Park Reservation

16.142.~~050060~~ Street Trees

16.142.~~060070~~ Trees on Property Subject to Certain Land Use Applications

16.142.~~070080~~ Trees on Private Property- not subject to a land use action

16.142.~~080090~~ Recommended Street Trees

Field House
Monthly Report May 2011

<u>May-11</u>	<u>May-11</u>		<u>YTD</u>	
<u>Usage</u>	<u>Count</u>	Est. People <u>Served</u>	<u>Count</u>	Est. People <u>Served</u>
Leagues	3	330	31	5624
Rentals	36	1008	685	21176
Other (Classes)	1	9	5	67
[1] Day Use	8	26	92	938
Total Usage		1373		27805

FY 10-11	<u>May-11</u>	<u>YTD</u>
<u>Income</u>		
Rentals	\$2,225.00	\$49,154.00
League fees (indoor)	\$400.00	\$63,639.00
Card fees (indoor)	\$50.00	\$3,212.00
Day Use	\$50.00	\$1,795.00
Merchandise		
Snacks	\$351.00	\$5,684.00
Classes	\$560.00	\$2,896.25
Total Income	\$3,636.00	\$126,380.25

FY 09-10	<u>May-10</u>	<u>YTD</u>
<u>Income</u>		
Rentals	\$1,652.50	\$36,831.75
League fees (indoor)	\$9,040.00	\$81,824.00
Card fees (indoor)	\$190.00	\$5,249.07
Day Use	\$147.10	\$1,374.10
Merchandise		
Snacks	\$287.00	\$4,413.00
Classes	\$35.00	\$1,355.00
Total Income	\$11,351.60	\$131,046.92

Field House
Monthly Report June 2011

<u>June-11</u>	<u>Jun-11</u>		<u>YTD</u>	
<u>Usage</u>	<u>Count</u>	Est. People <u>Served</u>	<u>Count</u>	Est. People <u>Served</u>
Leagues	3	330	34	5924
Rentals	149	3725	834	24901
Other (Classes)	1	9	5	67
[1] Day Use	4	25	96	963
Total Usage		4089		31855

FY 10-11	<u>Jun-11</u>	<u>YTD</u>
<u>Income</u>		
Rentals	\$8,151.00	\$57,305.00
League fees (indoor)	\$7,160.00	\$70,799.00
Card fees (indoor)	\$170.00	\$3,382.00
Day Use	\$39.00	\$1,834.00
Merchandise		
Snacks	\$229.00	\$5,913.00
Classes		\$2,896.25
Total Income	\$15,749.00	\$142,129.25

Please note this ends the fiscal year 2010 2011.

FY 09-10	<u>Jun-10</u>	<u>YTD</u>
<u>Income</u>		
Rentals	\$2,670.00	\$39,501.75
League fees (indoor)	\$1,380.00	\$83,204.00
Card fees (indoor)	\$120.00	\$5,369.07
Day Use	\$144.00	\$1,518.10
Merchandise		
Snacks	\$240.50	\$4,653.50
Classes		\$1,355.00
Total Income	\$4,554.50	\$135,601.42

Active Rec happenings during the month of May 2011

Youth Lacrosse held twenty league games during the month of May at the high school and Snyder Park.

They also held the Sherwood Shoot Out tournament on May 14th and 15th that was twenty six more games that brought ten teams into town from in and around the Portland Metro area.

Youth Track held a youth track meet on May 7th that brought in 305 competitors to town.

Youth soccer held their competitive tryouts on May 9th through the 12th.

Youth baseball was able to get in 36 league games at Hopkins, the middle school and Snyder Park during the month of May. They were able to play most of their rookie games at Archer Glen and Middleton approximately forty more games.

I did not receive a report from youth Softball but I am assuming that they got in 10 to twenty games at the High School during the month of May.

All baseball and softball tournaments for the month were partially or completely rained out.

Respectfully Submitted

May 31, 2011

Lance Gilgan

Active Rec happenings during the month of June 2011

Youth Lacrosse finished up their season with nine home games in Sherwood in the month of June.

Youth track moved their practices to the high school after the graduation ceremony.

Youth soccer already has sixteen teams practicing.

Youth baseball played ninety two games at Hopkins, Snyder Park and SMS during the month of June. They also played games most every night at Archer Glen and Middleton for the younger kids.

Youth Softball held about thirty games in the month of June the finished up the season for the Rec kids with a Jamboree on the 18th.

The older kids for both baseball and softball are still playing at least through July.

Baseball held two tournaments in June and softball held one bringing teams and their parents to town from as far away as Medford.

All of the fall sports are now or were talking registration for the upcoming seasons.

Respectfully Submitted

June 30, 2011

Lance Gilgan

Sherwood Public Library – May 2011

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
Check out	33,283	30,249	+10% (14% self-check)
Check in	24,225	23,722	+2%

- New Library cards 120
- Volunteer hours 183.50 hours (26 volunteers)

Monthly Activities

- 35 Baby, Preschool and Toddler Storytimes (708 children/519 adults = 1227 total)
- Three Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- 05/7 “Traveling with Kids” program, sponsored by AAA Oregon (0 attendees)
- 05/12 Friends of the Library Meeting
- 05/13 Library Staff Meeting
- 05/14 Altered Book Exhibition & Silent Auction benefiting the Sherwood Foundation for the Arts & the Friends of the Sherwood Library
- 05/15 Drop-In Writing Workshop for Adults (7 attendees)
- 05/17 Library Assistant II Pinn Crawford and husband, Bill, welcomed baby daughter Róisín Eleanor Mariposa!
- 05/17 Sherwood Robin Hood Festival Maid Marian Coronation

- 05/21 “Taming Your Food Budget” w/Kati Neville program, sponsored by the Friends of the Sherwood Library (8 attendees)
- 05/30 Library closed for Memorial Day holiday
- Installation of an additional data drop and two computers in the workroom were completed – more available workspace and greater efficiency!
- Volunteer recruitment and training continues & new volunteers begin shifts
- Library Assistant II Pinn Crawford staffs virtual library reference services - L-Net & InfoQuest.
- Library staff attended various regional, City and WCCLS meetings: WUG, Circulation, Cataloging, Policy Group, Youth Services and Safety

Sherwood Public Library – June 2011

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
Check out	36,330	32,955	+10% (16% self-check)
Check in	26,581	27,263	-2.5%

- New Library cards 156
- Volunteer hours 183.50 hours (29 volunteers)

Monthly Activities

- 30 Baby, Preschool and Toddler Storytimes (692 children/484 adults = 1176 total)
- Three Read-to-the-Dogs programs
- Magazine Monday (free magazine giveaway)
- 06/01 Summer Reading Program sign-ups started
- 06/03 Jenny Swanson attended a workshop, "Customer Service in a Tough Economic Climate," sponsored the League of Oregon Cities
- 06/07 City Council approved the FY2011-12 budget
- 06/06-10 Sue Decker hosted/managed 265 local school children as they toured the Library
- 06/11 Cruisin' Sherwood – We promoted the Auto Repair Reference Center database with posters, computer-top signage and brochures
- 06/12 Last Drop-In Writing Workshop for Adults before the summer (6 attendees)
- 06/15 Library Advisory Board Meeting

- 06/16 Sue Decker attended the Scholastic Book Fair to acquire reward books for the Summer Reading Program
- 06/21 Summer Reading Program Event – Mr. Shoehorn (~125 attendees)
- 06/25 Jenny Swanson represented the Library at the Community Services Fair
- 06/28 Summer Reading Program Event – Cowboy Buck (~125 attendees)
- The Sherwood Library received a Washington County Cultural Coalition grant to fund Oregon Symphony Storytimes in February 2012
- Construction began on the Cannery Plaza, across the railroad tracks from the Library. Expected completion is November 2011. The site will be the new location of Summer Reading Program events beginning in June 2012.
- Volunteer recruitment and training continues & new volunteers begin shifts
- Library staff attended various regional, City and WCCLS meetings: WUG, CircUs, Circulation Transactions, Cataloging, Policy Group, Latino Services & Safety