



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, September 20, 2016**

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

**5:30 Executive Session**

*(ORS 192.660(2)(i), Performance Evaluation of Public Officials)*

**6:15 pm City Council Work Session**

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

**URA Board of Directors Meeting**

*(Following the City Council Mtg.)*



### **5:30 PM EXECUTIVE SESSION**

1. ORS 192.660(2)(i), Performance Evaluation of Public Officials

### **6:15 PM WORK SESSION**

1. City Recorder Performance Evaluation Process (J. Soper)
2. Sanitary and Storm Master Plan Update (Julia Hajduk)

### **REGULAR SESSION**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. CONSENT AGENDA
  - A. Approval of September 6, 2016 City Council Meeting Minutes
  - B. Resolution 2016-056 Authorizing City Manager to Execute an On Call Traffic Engineering Professional Services Contract (Jason Waters)
6. PRESENTATIONS
  - A. Recognition of Eagle Scout Award Recipients
  - B. Recognition of Boy Scout Troop 859
  - C. Proclamation, First Responders Appreciation Week, September 21-27, 2016
7. CITIZEN COMMENTS
8. NEW BUSINESS
  - A. Resolution 2016-057, In support of Sherwood School District General Obligation Bond 34-254
  - B. Resolution 2016-058, Opposing the passage of Oregon State Measure 97
9. CITY MANAGER REPORT
10. COUNCIL ANNOUNCEMENTS
11. ADJOURN to URA BOARD OF DIRECTORS MEETING

### **AGENDA**

**SHERWOOD CITY COUNCIL  
September 20, 2016**

**5:30 pm Executive Session**

**6:15 pm Work Session**

**7:00 pm Regular Meeting**

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

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

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

City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), by the Thursday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the Sherwood YMCA, the Senior Center, and the Sherwood Post Office. Council meeting materials are available at the Sherwood Public Library. **To Schedule a Presentation before Council:** If you would like to schedule a presentation before the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or [murphys@sherwoodoregon.gov](mailto:murphys@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**September 6, 2016**

**EXECUTIVE SESSION**

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 5:35 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Renee Brouse, Dan King, and Jennifer Kuiper. Councilor Sally Robinson arrived at 5:44 pm.
3. **STAFF PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper and Public Works Director Craig Sheldon. **Media Present:** Ray Pitz with the Sherwood Gazette.
4. **TOPICS:**
  - A. ORS 192.660(2)(f), Exempt Public Records
5. **ADJOURN:**

Mayor Clark adjourned the executive session at 5:52 pm.

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 6:00 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Jennifer Kuiper, Sally Robinson, Renee Brouse and Dan King.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Chief Jeff Groth, Police Captain Mark Daniel, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy. **Others Present:** Pride Disposal Representatives, Mike Leichner, Cindy Leichner and Kristin Leichner.
4. **TOPICS:**
  - A. **Pride Disposal 2015 Rate Review**

City Manager Gall stated rates were discussed in November 2015 and Chris Bell our consultant was present to provide additional information. He said the Council previously requested options and 3 have been prepared. He provide a handout, Solid Waste and Recycling Collection Rate Options (see record, Exhibit A) and said it would be posted to the City website for public review. He also provided a handout of residential rate history dating back to 1983 (see record, Exhibit B). He stated Mr. Bell would be referring to the City of Tigard Municipal Code (see record, Exhibit C) and suggested the City look at this code when we update our code. He said Sherwood's code was written in 1989.

Chris Bell stated when the Council last met in November they looked at the 2014 numbers and in January the matter was tabled and shortly after that we received 2015 financial information which is submitted annually to the City usually in March. He provided background and said rates have not been adjusted on a regular basis and the last adjustment was a minor adjustment. Mr. Bell recapped the presentation and said Sherwood has approximately 5200 residential customers, 60 commercial cart customers, 135 container customers and 22 regular drop box customers. He said these number were as of December 2015. Mr. Bell explained the various cart types. He stated rates have been adjusted 4 times since 2001. He explained rates and rates with CPI. Discussion followed regarding the number of residents and the size of containers utilized.

Mr. Bell said when looking at the 2015 rates they try to project for 2016 based on assumptions, he referred to the presentation, 2016 Assumptions for Collection Rates and explained. He referred to costs for City Services of \$30,868 and said previously this was covered in the rates and currently the City is writing a monthly check to Pride for these services. Discussion followed. He was asked regarding the Recycling Processing Increase and Waste Disposal Increase percentages and what this increase is. He replied this amounts to \$12,820 per year. Mr. Bell referred to Minimum Levels of Service per ORS 459 and said the City's current code states weekly collection of solid waste. He said ORS 459 indicates collection can be done every other week. He said Metro is currently pushing for weekly collections. He said yard debris collection is every other week and the City currently has weekly collection. He said weekly to bi-weekly changed in 2011. He spoke of a Metro study and their desire for weekly collection. Kristin Leichner clarified that Metro's minimum service standards say that weekly recycling is required and we have in Sherwood an approved alternative program with every other week collection. She said they could at any time decide to change and revoke this and force a weekly pickup. She said glass recycling is also an approved alternative program because it is monthly and pickup is every other week. Kristin explained how the study was conducted.

City Manager Gall commented regarding an upcoming change in the Oregon recycling program with recyclable returns going from .05 per unit to .10 and asked if Pride expects people to recycle less and take the returnable items to the store for a returned deposit. Cindy Leichner replied there is still a lot of glass that does not have a refund, wine, liquor etc. and said they will probably find more people removing recyclable materials from bins. Discussion followed.

Councilor Henderson asked what if Metro decided to remove the alternative programs. Kristin Leichner replied in areas that have weekly collection, which they get about a 60% set-out every week, they would then have to drive by more homes, but they are picking up a comparable amount of carts so there is more drive time and a slightly higher pick-up per driver. Mike Leichner added that their efficiency is based on production and if they get a pickup every 15 feet they are very productive, but if going every 30 feet it will take longer and isn't as productive. He said this is why the every other week pickup with 90-95%

participation is more efficient and this is also why there is a cost difference. Brief discussion occurred regarding a "credit" and the change occurring in 2011.

Mr. Bell referred to Rate Alternative and addressed the 6% alternative and said this is based on the 2015 numbers and are projected for 2016. He said the 32 gallon cart rate would increase by \$1.42 per month and the new rate would be \$25.07. He said the current services would be maintained. He said we would look at an annual CPI adjustment similar to the City of Tigard. He said if this went into effect in 2017, 2018 would be the first year you would look at the CPI level. He said the estimated return on revenue with the 6% increase would be 7.4%.

Mr. Bell addressed a 4% rate alternative and said the increase would be .95 per month and the new rate would be \$24.60 for weekly pickup and current service levels would be maintained. He said the annual CPI adjustment would occur in 2018 and the estimated return on revenue for 2017 is 5.8%.

Mr. Bell addressed a 2% rate alternative and said rates would increase by .47 per month and yard debris collection frequency would be decreased to every other week. The Annual CPI adjustment would start in 2018 and the estimated rate of return would be 4.2%.

Mr. Bell referred to Rate Comparison of Neighboring Jurisdictions with the 2%, 4% and 6% increases.

City Manager Gall referred to the Rates of City of Forest Grove and asked why they are so much lower in the 35 gallon cart but their 3 yard container and drop box were much higher in comparison to other cities. Mr. Bell replied there is a slide subsidy for the residential rate and the commercial customers are subsidizing residential customers.

General discussion occurred regarding Pride' need for the increase and what those funds would be used for. Mike Leichner replied for unexpected changes, similar to the City having funds in the general fund for a broken water main. He said funds are used for increases in fuel costs, recycling market fluctuation, health insurance costs, etc. Discussion followed.

Councilor Kuiper referred to the 4% increase and maintaining the current levels of service. Discussion followed.

Councilor Robinson commented regarding previous discussions regarding their trucks and the need to switch over to natural gas. She asked with the 2-4-6% increases, what happens to your schedule of replacing the older trucks with the natural gas trucks. Mike Leichner commented regarding the cost to maintain versus replacement and said it costs \$340,000 to replace a truck. Discussion followed. Councilor Robinson asked if Pride knew what margin a bank would look to to ensure Pride had sufficient reserves. Mike stated historically they have been within 8-12% and the banks have been comfortable with that, but would not be if it was much lower. Discussion followed.

General discussion followed.

City Manager Gall asked City Attorney Soper with the passage of a recent charter amendment regarding fees, are these fees subject to that, or can the Council enact a 4% increase.

City Attorney Soper asked the Council if they wanted to discuss this in an open session or in an executive session. Mayor Clark suggested covering any other general questions in open session and then convening to an executive session.

Councilor Kuiper asked regarding fees subsidizing other fees and the rate of return. Kristin Lechner replied rates are structured on a cost of service for each type of service and are designed to reach that rate of return in each department; residential, commercial and drop box independently and it is not designed for there to be any subsidies. Kristin said this is why there may be a larger rate increase in one area versus another to accomplish bringing them all up to the appropriate rate of return.

Councilor Brouse asked if the City did move forward with a 2% increase what kind of feedback have we received from customers, she asked if this has been tested. City Manager Gall replied none has been done and suggested if the Council wanted to go that route to seek feedback from customers before they enact the 2%. He said the City could work with Pride or do a survey.

Councilor Henderson referred to the Tigard Code exhibit. Discussion followed.

**5. ADJOURN:**

Mayor Clark adjourned the work session at 6:45 pm and convened to an Executive Session.

**EXECUTIVE SESSION**

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 6:47 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Jennifer Kuiper, Sally Robinson, Renee Brouse and Dan King.
3. **STAFF PRESENT:** City Manager Joseph Gall and City Attorney Josh Soper. **Media Present:** Ray Pitz with the Sherwood Gazette.

**4. TOPICS:**

- A. ORS 192.660(2)(f), Exempt Public Records

**5. ADJOURN:**

Mayor Clark adjourned the executive session at 7:00 pm.

**REGULAR SESSION**

1. **CALL TO ORDER:** Mayor Clark called the meeting to order at 7:08 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Jennifer Kuiper, Sally Robinson, Renee Brouse and Dan King.

- 3. STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Captain Mark Daniel, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Senior Planner Michelle Miller, Library Manager Adrienne Doman Calkins, Human Resources Analyst Kelley Whitaker, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy.

Mayor Clark addressed the next agenda item and asked for a motion.

**4. APPROVAL OF AGENDA:**

**MOTION: FROM COUNCILOR BROUSE TO APPROVE THE AGENDA, SECONDED BY COUNCIL PRESIDENT HARRIS. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda and asked for a motion.

**5. CONSENT AGENDA:**

- A. Approval of August 16, 2016 City Council Meeting Minutes**
- B. Resolution 2016-053 Adopting protocol and an evaluation document containing criteria for the review and evaluation of the City Manager's job performance and describing process for obtaining staff assessment of Manager's performance**
- C. Resolution 2016-054 Authorizing the City Manager to renew the franchise agreement for cable services with Comcast of Oregon II, Inc.**

**MOTION: FROM COUNCILOR KUIPER TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

**6. PRESENTATIONS:**

**A. Proclamation, Constitution Week September 17-23, 2016**

Mayor Clark read the proclamation and stated the anniversary of the signing of the Constitution provides a historic opportunity for all Americans to realize the achievements of all the framers of the Constitution and the rights, privileges and responsibilities it affords. She proclaimed the week of September 17-23, 2016 as Constitution Week in the City of Sherwood and urged all citizens to celebrate and to reflect during this week the many benefits of our Federal Constitution and American leadership.

**B. Proclamation, WCCLS 40<sup>th</sup> Anniversary**

Mayor Clark read the proclamation and noted WCCLS was established in 1976 with the passage of the first countywide tax measure to support free public library service for all county residents, binding together the existing public libraries and expanding service in new geographic areas. She stated the Sherwood Public Library is an original member of WCCLS, and voters continue to support this cooperative effort, most recently with approval of increased levy funding in November 2015. She proclaimed the Sherwood

City Council encourages residents of all ages to visit WCCLS libraries, to explore their reading horizons and to celebrate the freedom to read.

### **C. Employee Spotlight**

City Manager Gall asked Human Resources Analyst Kelley Whitaker to come forward and be recognized as an exemplary employee. He recognized Ms. Whitaker for her efforts as a Human Resources Analyst and for her role as Chair of the City's Relay for Life team this year. He noted she took the lead in coordinating the team and the City raised the most money as a team in the Sherwood Relay for Life. He said this has been the most successful year and credited Ms. Whitaker for her efforts and enthusiasm.

Mayor Clark addressed the next agenda item.

## **7. CITIZEN COMMENTS:**

Kim Young, Sherwood resident came forward provided an update of the upcoming activities at the Sherwood Family YMCA. She stated the YMCA Family Triathlon raised \$2500 for their campaign. She said the Harvest Festival is October 22. She stated there will be some new small group training opportunities beginning September 12.

With no other citizen comments, Mayor Clark addressed the next item on the agenda.

## **8. NEW BUSINESS:**

### **A. Resolution 2016-055 Setting Forth Sherwood's Commitment to put Healthy Options within Reach of all Residents**

City Manager Gall introduced Karli Thorstenson, HEAL Cities Campaign Manager with Oregon Public Health Institute and asked her to come forward and explain the program. He reminded the Council that a year ago a number of City Councilors asked him to explore becoming a Healthy Eating and Active Living (HEAL) City and Council made it a goal at their annual retreat. He said this resolution would add the City of Sherwood to 33 other cities in Oregon as official HEAL cities. He noted Sherwood already meets a number of policies to be eligible to become a HEAL City and this resolution will commit us to do more in the future. He noted there are four levels and Sherwood would enter as level 2 which is "active".

Ms. Thorstenson came forward and provided the Council with a handout (see record, Exhibit D). She stated the HEAL City Campaign is based out of the Oregon Public Health Institute (OPHI) which is a nonprofit that works to create vibrant and healthy communities. She said the campaign is a joint effort between OPHI and the League of Oregon Cities and is funded by Kaiser Permanente. She noted Oregon is one of five states across the nation that is part of the national HEAL campaign and there are now 35 HEAL cities in Oregon. She said the campaign helps city officials and staff adopt and implement healthy eating and active living policies. She said there are over 40 policies to choose from and they offer small grants for implementation. She stated in 2014-15 they distributed \$35,000 to five cities, she provided examples of the funded projects. She discussed the four levels of the campaign and stated level 1 is "eager", level 2 is "active", level 3 is "fit" and level 4 is "fabulous". She stated that Sherwood already has several HEAL policies in place and will join at level 2. She discussed how to move Sherwood forward.

Mayor Clark said she supports this program and is encouraged to hear about the grant opportunities to bring the HEAL policies forward.

Councilor Brouse said she is part of an organization that received a HEAL grant for a diabetes prevention program and said she is in support of the resolution. With no other comments received the following motion was stated.

**MOTION: FROM MAYOR CLARK TO APPROVE RESOLUTION 2016-055, SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next agenda item.

## **9. PUBLIC HEARING:**

### **A. Ordinance 2016-012 Amending multiple sections of the Zoning and Community Development Code including Divisions I, II, and III as it relates to the regulation of Recreational Marijuana Facilities**

Senior Planner Michelle Miller approached the Council and stated this is the second reading of the ordinance. She said the first reading on August 16 also contained information from the Planning Commission recommendation and other exhibits concerning the recommendation. She noted the packet contains the City Council information, the proposed ordinance as well as the proposed code amendments on behalf of the Planning Commission. She said because this is the second reading she asked Council if they would like to have the entire presentation presented again or a brief overview. Michelle provided a brief overview (see record, Exhibit E). She stated the proposed amendments included adding definitions for license types all through different zoning restrictions concerning time, place and manner regulations and also a type II process which is a staff level decision with notice requirements. She noted the decision to allow recreational marijuana facilities in Sherwood is now up to the voters in November and until the voters decide, there is a moratorium on recreational facilities in Sherwood. She said these proposed amendments will only take effect if the voters decide not to ban recreational marijuana facilities. She stated the Oregon Liquor Control Commission (OLCC) is regulating recreational marijuana facilities for Oregon and said there are 5 license types from the producer to the sale of marijuana. She provided an overview of the 7 different commercial and industrial zones as well as the 5 different license types and where recreational facilities will be permitted or not permitted as proposed. She said most citizens who provided feedback were concerned about the producer's license and staff addressed these concerns and proposed that producers be allowed only in the general and light industrial and only indoor growing would be allowed. She said there are odor mitigation requirements and they must be at least 100 feet from a residential zone. She stated citizens were also concerned about retail operators and said special rules were created and proposed to limit zoning to general commercial, light industrial and general industrial zones with no walk-up, drive-thru or mobile delivery permitted. She noted that retail facilities may not be within 1,000 feet of a school, another facility or medical marijuana facility or public park or plaza. She said additionally retail sales need to be at least 100 feet from a residential zone and cannot be larger than 3,000 square feet. She commented that processors, wholesalers and lab and testing facilities will not be allowed in Old Town, must be 100 feet away from residential zones and no outdoor storage of marijuana is allowed. She referred to the maps in the presentation regarding eligible sites for the different license types. She stated the Planning Commission recommends adoption of the ordinance with an effective date pending the November 8, 2016 election results certification.

Councilor Robinson stated she did not attend the August 16 City Council meeting and asked where in the staff report is the analysis and findings that were made to support the Planning Commission recommendation as identified in the ordinance on page 271 of the packet. Ms. Miller stated the ordinance refers to the Planning Commission recommendation where the findings are made and are included in that. Councilor Robinson asked where in the staff report is this located. Ms. Miller said the staff report is an overview of what is being presented and includes as an attachment the Planning Commission recommendation.

City Attorney Josh Soper said his understanding is that it was attached to the first reading staff report and that has been the policy in the past. Councilor Robinson said her preference is that when a Council member is absent from the first reading that information needs to be included in the packet and noted that she did not have the first reading packet available to her. She said she does not like to adopt an ordinance where it says something is incorporated that is not in the packet. She referred to page 272 where it states, "the City Council adopts the findings of fact contained in the Planning Commission recommendation as documented in attached Exhibit 1", and asked where the finding of facts are that are being referred to and being adopted in the ordinance. She noted that if she can't find it the public probably can't find it. Ms. Miller replied that it is in the Planning Commission recommendation attachment which makes those findings. Councilor Robinson said she is being asked to adopt something that is not in the packet and not attached as Exhibit 1 as stated. Mayor Clark stated that it was attached at the first reading. Councilor Robinson said it is actually not in Exhibit 1 and may have been Attachment 1 to a staff report but if you go back from August 8, Attachment 1 is several pages and she is not sure where the findings of fact are. She referred to the applicable statewide planning goals included and the goals are listed and under the goals are findings and asked if that is the finding of fact. Ms. Miller replied yes.

Community Development Director Julia Hajduk clarified that when staff does land use reviews they envision the entire packet as the record and that would be the August 16 packet of materials. She said they do not carry everything forward from meeting to meeting. She noted that staff could have made a better reference to the August 16 meeting in terms of attachments and will keep that in mind in the future.

Mayor Clark said in the future it may be helpful to have a notation in the second reading which notes that the information was attached in the previous packet.

Councilor Robinson stated the ordinance should be revised to refer to the correct exhibit because there are no findings of fact in Exhibit 1. Mr. Soper asked if she was referring to Section 1 Findings on page 272. Councilor Robinson said yes. Mr. Soper said that is saying that Council is adopting the findings of fact and those findings support that the SZCDC shall be amended as documented in Exhibit 1 and Exhibit 1 is the amendments to the code and said it may be confusing as written. He said there was an Attachment 1 to the staff report which was the findings of fact. He stated the Ordinance as written does not need to be revised. Councilor Robinson said being a Lawyer when you say findings of fact and you have "Whereas", those are findings of fact and you incorporate those to ordain and make your conclusions. She read, "the findings of fact contained in the Planning Commission recommendation" is not attached. Mr. Soper said the previous practice was to attach everything to the ordinance and the downside is you end up with very large ordinances so the transition was made a few years ago not to attach everything to the ordinance, just the code changes. Councilor Robinson said she is complaining that staff is referencing something in this ordinance that is not attached and if it said instead "as attachment 1 to the staff report" then it would be accurate. She said if staff does not want to change the staff report on the second reading they need to attach the exhibits.

Mayor Clark asked if Councilor Robinson wanted to propose a change in the wording so that it is more reflective of the attachment that was shown previously. Councilor Robinson said after “recommendation” the language can be inserted “identified in Attachment 1 to staff report of August 16”.

Mr. Soper stated the newly proposed language as: “**Section 1. Findings** After full and due consideration of the application, the Planning Commission recommendation identified in Attachment 1 to the staff report of August 16, 2016, the record, findings, and evidence presented at the public hearings, the City Council adopts the findings of fact contained in the Planning Commission recommendation, finding that the text of the SZCDC shall be amended as documented in attached Exhibit 1.”

**MOTION: FROM MAYOR CLARK TO AMEND THE STATEMENT AS STATED BY JOSH SOPER, SECONDED BY COUNCILOR HENDERSON. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Mayor Clark opened the public hearing. With no one coming forward Mayor Clark closed the public hearing. With no further questions from Council the following motion was received.

**MOTION: FROM COUNCILOR BROUSE TO READ CAPTION AND ADOPT ORDINANCE 2016-012 AMENDING MULTIPLE SECTIONS OF THE ZONING AND COMMUNITY DEVELOPMENT CODE INCLUDING DIVISIONS I, II, AND III AS IT RELATES TO THE REGULATION OF RECREATIONAL MARIJUANA FACILITIES, AS AMENDED. SECONDED BY COUNCILOR HENDERSON. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

## 10. CITY MANAGER REPORT:

City Manager Gall reported that Sherwood Citizens University has approximately 25 applicants for the fall series and the deadline is September 23. He stated the first class is October 6 and will meet on Thursdays from 6 pm to 9 pm for 6 weeks. He reminded that the Citizens University was Councilor Kuiper’s vision.

Councilor Kuiper thanked Mr. Gall for his efforts and said it is incumbent for all citizens to understand how a city functions and there are similar programs across the country. Mayor Clark thanked Councilor Kuiper for her vision and noted the importance of providing the citizen’s with this opportunity.

Mayor Clark addressed the next item on the agenda.

## 11. COUNCIL ANNOUNCEMENTS:

Mayor Clark announced she will be attending the Greater Portland Inc. Economic Summit on Thursday. She said the Spaghetti Factory is hosting a Youth Football fundraiser on Thursday. She said she is attending the St. Paul School ribbon cutting on Thursday. She stated the Southwest Corridor Steering Committee and the Washington County Mayors are both meeting on Friday. She is also attending the R1Act1 Transportation Board on Monday and the State Committee on Transportation on September 19.

Council President Harris announced the Art Walk is on September 15. She said the Center for the Arts Gala is scheduled for April 15, 2017. She stated the fall class schedule is available for the Center for the Arts. She said there is a Conflict Resolution class at the Library on September 10. She announced the new story time schedule which includes a new class for 1 year olds.

Councilor King said Sherwood Main Street will meet a week from Thursday.

Council President Harris also announced there are two Library Advisory Board positions open and said they meet every other month.

Councilor Kuiper provided an update on Woodhaven Park and announced that on Thursday the road will be closed from 6 am – 7 pm. She announced the upcoming neighborhood meetings and said one is on September 7 for a hotel proposed by developers at the intersection of Meinecke and Hwy 99. She said on September 12 at 6:30 pm at the Center for the Arts there is a meeting regarding a development at the corner of Edy Road and Hwy 99 for a senior living center and a hotel.

Councilor Brouse said she attended a meeting regarding STEM teaching and said they are attempting to secure grants. She attended a meeting for Sherwood Advocating for Older Adults which meets monthly. She said she has joined the board of Just Compassion. She said September 24 is Peace Day and the Rotary is participating and she listed the events. She stated October 1 is Neighbor to Neighbor Day. She provided an update on the upcoming Chamber activities which include a mixer on September 20, Allstate ribbon cutting on September 22, a night mixer on September 29, the Onion Festival October 8 and a voters forum October 5. She said the Chamber Golf Tournament raised over \$10,000 to support local businesses.

Councilor Henderson announced the Police Advisory Board will meet Thursday September 15. She said the Chamber Golf tournament had over 60 participants. She reminded drivers to watch school zones. She said she attended the High School football game and commended the band for their performance. She announced Sweet Story will be closing and thanked them for their years of contributions in Sherwood.

Councilor Henderson asked Mr. Soper if there is an agenda item that the Council is discussing, can a member “call the question” before discussion. Mr. Soper said he recalls that calling for the question should take place after every Council member has at least had an opportunity to speak on that item and said he will double check. Councilor Henderson clarified that there can be a motion and a second but there needs to be discussion before calling for a vote. Mr. Soper said every Councilor should have the opportunity to speak if they desire. Councilor Henderson asked if the Council voted on an item without discussion then that would potentially be a violation of Council Rules. Mr. Soper said that is correct.

With no further announcements, Mayor Clark adjourned the regular meeting and reconvened to a work session.

## **12. ADJOURN:**

Meeting adjourned at 8:08 pm.

## **WORK SESSION**

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 8:17 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Jennifer Kuiper, Sally Robinson, Renee Brouse and Dan King.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Chief Jeff Groth, Police Captain Mark Daniel, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, and City Recorder Sylvia Murphy.
4. **TOPICS:**

#### **A. Washington County Sheriff Proposal**

City Manager Gall informed the Council that Tom Pessemier would be presenting information and in Tom's role as Assistant City Manager he also oversees human resources. He said Police Chief Jeff Groth would also be participating and providing information. He said representatives from Washington County Sheriff's Office were also present to speak about the various proposals they have provided. Mr. Gall reminded that this meeting is a work session allowing the opportunity for the City Council to be educated and informed and public testimony is not received. Mayor Clark reminded that decisions are not made in work sessions.

Tom stated the presentation has a lot of information and a fraction of the information they considered. He said staff tried to layout information to inform the Council and help with a possible future decision. Tom referred to the presentation (see record, Exhibit F) and said it would be posted on the City's website for public access.

Tom introduced County representatives, Chief Deputy John Koch and Jon Shaver. He said data will be presented and staff will be asking the Council what the next steps should be to move forward.

Tom provided background information and said in March 2016 Matrix Consultant Group finished the Police Department staffing study and in May of 2016 a majority of the Council directed staff to look at recommendation #6 of the staffing study. He said staff contact Washington County Sheriff's Office with a request and they provided three options for consideration. He said staff then took that information and the Matrix information and developed tonight's presentation.

Tom explained recommendation #6, *"As a Sherwood Police Department patrol staffing alternative contact the Washington County Sheriff to collectively explore WCSO patrol coverage of Sherwood during the 1 am to 6 am timeframe. This could result in a reallocation of Night Shift (Graveyard) officer and sergeant staff to other Sherwood Police Department assignments and thus mitigate the need for additional staff resources as recommended in this report."* He said in Matrix's staffing study this was one of many recommendations and this was the one staff was asked to tease out and see if there was something to the recommendation. Tom referred to page 6 of the presentation and said WCSO provided three different proposals. He asked John Koch to review the proposals.

John Koch stated the City contacted WCSO to look at providing service for a specific set of time. He reviewed page 7 of the exhibit and said they first looked at 2.1 FTE (full time employee) and said the City currently has two officers covering graveyard hours and this is what they were looking at. He said in

looking at the 2.1 they initially did not know how they would do a partial contract for certain hours and they looked at their deputies having to respond from the Beaverton office on Murray Road and they were accounting for some travel time in this proposal. He said when they looked into it further they realized they could station a deputy or two out of the Sherwood Police Department and this would alleviate some of the travel time. He said this then led them to the 1.75 FTE and 0.875 FTE.

Mr. Koch said starting with the 1 FTE for the hours of 1 am to 6 am, this comes out to 0.875 FTE and said this number comes from looking at the amount of hours, 5 hours, multiplied 7 days a week, this comes to 35 hours that the shift would cover. He said if we had 2 FTE's during that timeframe that would be the 1.75 figure. He said the numbers are based on averages as are all their contracts, amortizing out equipment, fuel etc. He said this data is in the other graphs. He reviewed salary and benefits. He explained shift differential and said this can be confusing as for most it's a difference in shifts, IE day shift and night shift. He said for the County contract services this means a guaranteed deputy. He explained a deputy will be gone for training, on vacation or can call in sick and the shift differential guarantees a deputy. He said for this particular contract they felt this was essential for either the 1 or 2 FTE's. He said this again is based on averages. He responded to a question regarding overtime and said with a shift differential there is no overtime cost, it is a guaranteed shift minimum. He referred to materials and services and explained the breakdown. He said the deputy comes with equipment, IE, a vehicle, fuel, a Taser, a computer, anything that is needed to perform the job. He said if there were needed updates to the equipment the cost is included in this figure. He referred to indirect costs and said in this example, during the night time hours, the deputy would also be doing business and security checks, patrolling neighborhoods, etc. He said this is all of what the deputy is focusing on. He said the indirect cost comes into all the other pieces and is broken-down on averages. It includes his time of overseeing the deputy, includes a percentage of the County Attorney's time and in the event there is a lawsuit, County Counsel would cover the employee, and it includes a percentage for human resource services.

He said this reviews their contracted services, and with the 1.75 figure, this being 2 FTE's during the timeframe of 1 am to 6 am and 7 days a week, the cost is \$292,172 and the 0.875 which is 1 FTE is \$146,160.

Tom referred to the 0.875 (1 FTE) and asked Chief Deputy Koch to explain police backup to this one position as there has been discussion of officer safety and coverage.

Mr. Koch said the 0.875 is a unique contract for them and said as they reviewed the position, they determined the most efficient way to deploy the deputy would be out of the Sherwood Police Department. He explained when the officer comes on duty, they would work the rural areas around the City and then during the 1 am to 6 am period they would come into the City and provide coverage. He said at the end of the 6 am shift the officer would return to servicing the County areas and still be working out of the Sherwood PD. He said as far as officer safety and backup they always have 24 hours a day backup of staffing for their south operations, which incorporates the City of Sherwood and the surrounding rural areas and urban areas around Bull Mountain. He said their recommendation, if the 0.875 was an option for the City, would be to have the deputy when coming on shift to work off the Sheriffs operating radio net. He said this gives them 24 hours a day supervision of the deputy and it allows the other deputies working in the county to monitor the activities. He explained how the county deputies worked their zones to provide backup.

Councilor Robinson referred to receiving backup from surrounding jurisdictions and asked if those jurisdictions charge the City for the support. Sherwood Police Chief Groth replied, no, they don't charge and we don't charge them as we have a Mutual Aid Agreement with other agencies. Mr. Koch added that the mutual aid to support the deputy would not have a charge associated.

Tom referred to the 0.875 position and said there will be additional workload that will occur during the day shift, as this person will not be able to follow up on calls and other duties and there will be duties that get passed onto either the day or night shifts.

He said staff has taken the proposals and have done data analysis. He said we are talking about a partial shift of 5 hours and you can't compare apples to apples on a cost basis because the schedule we currently have, 3-10 hour shifts, has been changed. He said he did a lot of analysis to try to compare the different shifts and what the impacts of adding the sheriff into the schedule would do. He said he then looked back at the Matrix information and worked on scenarios in order to be able to compare different options to see if this made sense. He referenced page 8 of the exhibit and explained the data of the City's current situation and said after speaking with Chief Groth and Captain Hanlon it was determined that June 2016 was the best month to look at to obtain averages. He said the data includes Sergeants, Motor and SRO in the calculations. He referred to page 9 of the exhibit, which included data on Calls for Service and said officers per 1000 calls for services are not good metrics to be using for analyzing whether or not you have sufficient staffing. He said this used to be the method, but since has been determined that other factors, such as priority calls, length of calls and other factors need to come into account. He said calls for service can be used for comparative purposes as we are comparing the same types of shifts across different alternatives. He said he used the calls for service data, but it is not perfect. He explained he took the number of calls for services and divided it by the number of officers and this gives a ratio to compare how many calls for services you get. He referred to page 10 of the exhibit and explained the color coded chart and the data. He said because the City is operating with 3-10 hour shifts we have six extra hours within a 24 hour day, and this is overlap. He referred to the chart hours of 1300-1600 and said day shift and swing shift are overlapping. He said as well as 8-11 pm the night shift and swing shift overlap, therefore the chart shows more people on a shift.

Tom explained he took this information and compared it to the Matrix Active Study time. He said when Matrix did their analysis they looked at "proactive time", and defined this as any time that was not active. He said he wanted to see if the calls for service model would actually make sense. He referred to page 11 of the exhibit and explained the data and referred to page 12 with both charts side by side. He said he then created a spreadsheet where information could be moved around, IE officers, percentages, changing shifts. He said after looking at this information and the alternatives, Chief Groth came up with a schedule that made sense to him and followed the data. Tom referred to page 13, Alternative Patrol Schedule and said as they proceed, this is what will be used but knowing other possible patrols schedules exist.

He explained this scenario eliminates the night shift, having the Sherriff come in for 5 hours and this is what Matrix recommended, and then services would be added back in to try and make it work. He said it became clear that we would have to add another officer and Sergeant back into the day and swing shift in order to come reasonably close to where we were. He said this includes the Sergeant and Motor Officer analysis as it did before and has other features, it restores a common training day on Wednesday, he referred to the chart on page 13. He said this also allows the employees to have one supervisor and said we previously had only 3 Sergeants and there is now an additional Sergeant and this allows things to

move along nicely in comparison to now where there is not a lot of understanding of who your supervisor is. He said this has two 10-hour shifts, a day and swing shift, and the 5 hour Sheriff patrol at night. He said if you add up the numbers this is actually 25 hours, resulting in an overlap that falls between 1-2 am.

Councilor Robinson said you have 1 officer and 1 Sergeant and asked if this excludes an SRO. Tom said when we ran the analysis and when we looked at it before it included the SRO, and when we ran the analysis we did not include the SRO in the data.

Chief Groth said what the Council is looking at (referring to page 13) is an option for a patrol deployment and the Sergeant and the traffic officer is a part of that mix and the SRO's and Detectives are not, he said this is why they do not appear on this spreadsheet, this is patrol only. Chief Groth explained when working with Tom on providing options, he put together this one option using the resources that were freed up between 1-6 am, and shifting them into other areas. He said a lot of different variations could be done, and he provided an example. He stated there would be usefulness and explained officers would have time to complete reports.

Tom said the data and analysis we were looking at was really patrol and we wanted to make sure the officers on the streets were being compared as this is a priority. He said we will speak of the other positions when we get to the financials, and how those services can be added back in. Tom referred to the alternative schedule (page 15) and said these are the same notes put into a table format and said he applied a .72 factor and this is why whole numbers don't appear, he said this was from the Matrix study as people take PTO, are out sick, etc., and are available only 72% of the time which is standard in the industry. He said this also correlates to the shift differential. He said this information is the result of the analysis and said what surprised him was when we took the overlaps away he expected to see big differences and this was not the result and it actually showed up pretty good. He referred to the chart having a lot less green, less red and a bit more yellow. He said what occurred with this schedule was a balancing of everything and it looks like it performs well, he referred to page 16 comparing the charts. He said this information is just data and not real world and it appears from a data perspective to be options that provide patrol service that works well.

Tom referred to cost and said there are two parts to this, the patrol and making sure that we can develop a schedule that works with the added partial schedule, and there are cost implications. He referred to page 17, and said in the scenarios the night shift was eliminated and this was part of the Matrix recommendation. He reviewed the information on the chart (page 17) and said with the elimination of the night shift there is a savings of \$577,194. He said obviously we just can't eliminate the night shift and referred to page 18, Net Staffing Changes. He said they ran a few different scenarios and one is the highest service scenario. He referred to Councilor Robinson's questions and said this information shows what we are adding back. He reviewed the information on the chart and said we currently have 25.5 FTE's and the change adds the .0875 FTE from the Sheriff's office. He said the chart indicates the current, minus the night shift and option 1 which is mislabeled and is adding those pieces back. He said in the additions column, we are showing adding 1 Admin Assistant/Community Service personnel back into the schedule and 1 Sergeant which was shown in the data analysis, and 1 police officer. He said we are also showing 2 special assignments, the SRO or Detective and this is a total of 5 that you're adding back in. He said it is costly to do this and it would require a budget change.

Councilor Robinson referred to the Admin. Assistant/Community Service and asked do we need a full time position. Tom said he doesn't know that anything has been decided and this was us running through

different scenarios and what could be the highest amount of service we could possibly get. He said there are many different decisions that will be made and staff wanted to provide different options to the Council. He said the Community Service position was in the Matrix study and this is one thing we considered.

Chief Groth stated both positions were mentioned as recommendations by Matrix.

Tom referred to page 19 and the costs to add the positions, \$575,899. Tom referred to page 20 and said this shows adding the Sheriff's Officer, taking away the night shift, adding back the additions just discussed, depending on which proposal provided by the Sheriff's Office, you can see the different numbers.

Tom referred to page 21 and Neutral Cost Scenario and said rather than trying to maximize the amount of services we get, we tried to get the bottom line number closer to where our budget authority is. He said this shows 25.5 current FTE's, with a change of 24.5 FTE plus 0.875 from the Sheriff's office. He said currently there are 3 vacant positions, and said if we were to do this we would still be reallocating those officers that we have, we just would not be filling a position that is currently open. He said there are many different ways to run the allocations of what you're adding back and in this particular case we are adding 1 special assignment back in and this is the highlighted number 3 on the chart. Tom referred to page 22 and the cost of this scenario of \$450,629. He referred to page 23 showing the costs being closer to our current budget and said if we went with 1.75 FTE we would need to find \$165,607 and with the 0.875 FTE we would need \$19,595. Tom offered to answer questions.

Councilor Henderson asked what WCCCA costs us and asked what is the City's current shift differential for graveyard. Chief Groth replied and referred to Chief Deputy Koch explanation, it's that percentage of time that you don't have a full time employee. He said Tom covered it in his data, but we don't generally use the term "shift differential" for that, we use that term for something else. He said any full time employee, you would get 0.875 out of that employee. He said this is a rule that goes across the board in any organization or department, assuming the person has time off, sick time, training, etc. He said the shift differential of 27% means they are calculating 73% of 1 FTE. He said as Tom stated this is very consistent with what Matrix published when they ran our numbers. He said we were at 28%. Further explanations were provided by Tom, Deputy Chief Koch, and Chief Groth.

Councilor Henderson referred to salary and benefits and asked, if there was a Sherwood officer in the 0.875 FTE what would that number be, she referred to page 7 and said here it states \$95,407. She confirmed this was coverage for 5 hours a night. Tom added it's also 7 days a week. Tom said our standard for 1 FTE is somewhere between \$113,000 and \$120,000. He said our salary and benefits for 0.875 would be about \$105,000. Discussion followed.

Councilor Henderson asked the Sheriff's office when did they conduct their last salary survey. Mr. Koch replied it is done periodically and is based on averages. He said he could not say specifically when, but they evaluate their contracts periodically to ensure the averages are the averages of their deputies. Mr. Koch stated they just went through a contract negotiation with their association and confirmed this included salary and benefits compensation packages.

Mayor Clark referred to page 7 and said for the 1.75, which is for 2 Sheriff Officers, the cost is \$292,172 and said on page 17, is the cost to the City \$577,194. Tom replied no and said this is if you were going to

eliminate the entire night shift. He explained the chart. Chief Groth stated for the \$577,194 we are talking about 5 people, including a Sergeant.

Councilor Henderson stated we have 2 officers on per night. Chief Groth replied, it depends on the night and said the averages are noted in the chart on page 8. Chief Groth stated we have a 2 car minimum and will always have 2 patrol cars on 24/7.

Councilor Henderson stated the Sheriff's proposal of 0.875 is 1 officer, 1 car from 1-6 am, with no 2 car standard. Mr. Koch replied that's correct. She said they would call for other resources if necessary and Mr. Koch replied correct. Discussion followed regarding an officer leaving the City to transport an arrest to Washington County jail. Mr. Koch said during certain hours of the night we have transport units that currently service the City. Chief Groth stated the police department currently utilizes the transport officer.

Tom stated a lot of time has been spent to see if there is a possibility of something working. He said the Council may not be able to provide an answer tonight and asked if they wanted to continue to study Matrix' recommendation #6.

Council conceded to have another work session to answer more questions. Tom asked if the Council wanted other scenarios considered from either a financial perspective or staffing perspective. He asked if Council wanted more analysis from an outside consultant and said we have done what we can with the tools we have. He asked if the Council wanted an additional public involvement process.

Mayor Clark thanked the Sheriff's office.

City Manager Gall mentioned scheduling the work session on the agenda forecast and asked the Council to look at the schedule to ensure enough time is allocated and said he would prefer to hold the work session before the regular meeting. He said the Council has a fairly busy schedule in September, October and November.

**5. ADJOURN:**

Mayor Clark adjourned the work session at 9:20 pm.

Attest:

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Sylvia Murphy, MMC, City Recorder

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Krisanna Clark, Mayor

**TO:** Sherwood City Council

**FROM:** Jason Waters, Civil Engineer  
**Through:** Julia Hajduk, Community Development Director, Joseph Gall, ICMA-CM, City Manager,  
and Josh Soper, City Attorney

**SUBJECT:** **Resolution 2016-056, authorizing the City Manager to enter into a contract with DKS Associates for On-Call Traffic Engineering Services**

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**Issue:**

Shall the City Council authorize 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 isn't large enough to provide the service in-house. The best way for the City to acquire this capability is to contract with a consulting engineering firm for these services, similar to other cities with populations around 30,000 or less.

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).

The City used the formal selection procedure to solicit proposals from qualified consulting firms for on-call traffic engineering services, which included two (2) advertisements in the Daily Journal of Commerce. One (1) traffic engineering consulting firm, DKS Associates, submitted a proposal of their qualifications and proposals. Staff reviewed DKS' proposal and determined that it was responsive and complete, and since they were the only firm that submitted a proposal and have previously served as the City's on-call traffic engineer, they have been selected to provide the on-call traffic services.

**Financial Impacts:**

The On-Call Traffic Engineering Services agreement will run for a period of two-years with a lump sum contract amount not to exceed \$125,000. The current budget allocates \$20,000 in funds for this type of on-call service. Because this contract extends multiple years, the not-to-exceed amount of the contract is greater than the current budget authority.

While not anticipated, in the event that new development picked up to the extent that the budgeted \$20,000 amount for this fiscal year was used up, we would need to come back to Council to get budget authority to expend additional funds. The City and DKS may mutually agree to extend the contract period as allowed by state and local contracting rules, if the remaining budget will cover the expected consultant time during the extension.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2016-056, authorizing the City Manager to enter into a contract with DKS Associates for on-call traffic engineering services.



**RESOLUTION 2016-056**

**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 traffic engineering services to support City staff in private development reviews and small capital improvement projects when using the formal selection procedure is not warranted or cost effective; and

**WHEREAS**, the request for proposal (RFP) was publicly advertised in the Daily Journal of Commerce and submittals were evaluated utilizing prescribed criteria; and

**WHEREAS**, one proposal was submitted by DKS Associates and staff determined it was a responsive and complete proposal; and

**WHEREAS**, staff believes DKS is capable and qualified to perform the work and therefore recommends awarding the on-call services contract to DKS Associates

**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 traffic engineering services, attached as Exhibit A.

**Section 2:** The term of this On-Call Traffic Engineering Services contract will be for a two (2) year period; however, the City Manager is further authorized to extend the term of the contract provided that any extensions meet state and local contracting rules and 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 4:** This Resolution shall be in effect upon its approval and adoption.

**Duly passed by the City Council this 20th of September, 2016.**

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

Resolution 2016-056  
September 20, 2016



**[Insert Division]**  
**[Insert Department]**  
 22560 SW Pine St.  
 Sherwood, OR 97140  
 503-925-2308

**CONTRACT FOR PROFESSIONAL SERVICES**

**PROJECT NAME:** On-Call Traffic Engineering Services

**CONTRACT PARTIES:** **City of Sherwood** [hereafter called City] and **DKS Associates** [hereafter called Consultant]

**C.O.S. PROJECT MANAGER:** City Engineer

|                   |                 |               |               |
|-------------------|-----------------|---------------|---------------|
| <b>ACCOUNT #:</b> | <b>FUND #:</b>  | <b>DEPT:</b>  | <b>JOB #:</b> |
| <b>VENDOR #:</b>  | <b>URA RES:</b> | <b>PHASE:</b> |               |

**SCOPE of WORK:** Attached as Exhibit A  **FEE SCHEDULE:** Attached as Exhibit B

**SCHEDULE of WORK:** effective date: **Sept. 22, 2016** expiration date: **Sept. 21, 2018**

**PAYMENT:** City agrees to pay Consultant based on the Fee Schedule an amount not to exceed **\$125,000.00** for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount,  are  are not required for this Contract.

**CONSULTANT DATA, REGISTRATION, and SIGNATURE**

**CONSULTANT FIRM:** DKS Associates **LIC #:**

**ADDRESS:** 1400 SW Fifth Avenue, Suite 500

**VOICE:** 503-243-3500 **FAX:** 503-243-1934

**CONTACT:** Chris Maciejewski **TITLE:** Principal

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

**CONSULTANT:** \_\_\_\_\_ signature \_\_\_\_\_ date

**CITY OF SHERWOOD APPROVALS** (consult the City's Delegation of Contracting Authority policy for requirements)

**PROJECT MANAGER:** \_\_\_\_\_ signature \_\_\_\_\_ date

**DEPARTMENT DIRECTOR:** \_\_\_\_\_ signature \_\_\_\_\_ date

**FINANCE DIRECTOR:** \_\_\_\_\_ signature \_\_\_\_\_ date

**CITY MANAGER:** \_\_\_\_\_ signature \_\_\_\_\_ date

## **STANDARD CONTRACT PROVISIONS**

*(These provisions not to be altered without approval of the City Attorney.)*

### **1. Access to Records**

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

### **2. Audits**

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

### **3. Effective Date and Duration**

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

### **4. Payments**

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Contractor or shall notify Contractor in writing of any dispute with regard to such invoice.

### **5. Early Termination of Contract**

- (a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
- (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
  - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
  - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
  - (4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within

fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

**6. Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

**7. Remedies**

- (a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

**8. Subcontracts and Assignment**

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

**9. Compliance with Applicable Law**

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

**10. Indemnity - Standard of Care**

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', and employees' acts, omissions, activities, or services in the course of performing this Contract. Consultant's activities are deemed to include those of subcontractors. This section will survive the termination or revocation of this Contract, regardless of cause.

**11. Insurance**

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and

\$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

**12. Ownership of Work Product**

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

**13. Nondiscrimination**

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**14. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**15. Severability**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**16. Waiver**

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

**17. Errors**

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

**18. Governing Law; Forum**

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

**19. Amendments**

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

**20. License**

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.

**21. Payment to Vendors and Sub-consultants**

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**22. Exhibits**

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

**List of Exhibits**

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

**23. Merger Clause**

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

**24. Mediation**

(a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.

(b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**25. Information Technology**

If Consultant access to City's information technology systems is necessary for the performance of this Contract:

(a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.

(b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;

(c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and

(d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.

**26. Notice**

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Contractor under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

**27. Miscellaneous Terms**

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
  - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
  - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279B.235, Consultant's employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**[SIGNATURES ON COVER PAGE TO CONTRACT]**



720 SW Washington St., Suite 500  
Portland, OR 97205  
503.243.3500  
www.dksassociates.com

September 12, 2016

Jason Waters  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140

**Subject: City of Sherwood On-Call Traffic Engineering Services**

**A16x06-171**

Dear Jason,

Thank you for selecting DKS Associates for your On-Call Traffic Engineering Services. We look forward to continuing our successful working relationship over the next two years and beyond. 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 requested services may include the following:

##### Task 1: Develop the Scope of Work for Development Traffic Studies

- a. Work with city staff and developers to develop unique scopes of work for traffic impact analysis reports for development, and perform completeness checks prior to land-use submittal.

##### Task 2: Review Traffic Studies

- a. Review of traffic impact analyses provided by others and evaluate trip generation, safety, compliance to City ordinances, development code as well as local and regional Transportation System Plans (TSP) and other master plans.
- b. Summarize findings in technical memorandums.

##### Task 3: Traffic Operation & Analysis

- a. Provide high level, sketch planning review for long term growth solutions. Produce general order of magnitude estimates of demand and operations in response to proposed or hypothetical transportation improvements.
- b. Review, study and evaluate traffic safety issues and provide technical advice.
- c. Update and maintain models for various travel demand, traffic simulation and traffic signal optimization software, as well as other analytical/deterministic tools.

##### Task 4: Traffic Design

- a. Provide peer review and design recommendations for street improvement projects, including safety and capacity improvements.
- b. Review engineering plans, review geometric design, intersection design, site distance analysis, and vehicle turning movements using simulation software when requested.

##### Task 5: Incidental Services.

- a. Coordinate with city staff on design tasks as needed by the City. Prepare cost estimates and written summaries of traffic related infrastructure or proposed projects.
- b. Perform site visits to verify existing conditions.



- c. Obtain traffic counts and provide input on traffic related expenses, equipment and input for annual budgets.

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.

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, 2018 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.

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.

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

Sincerely,

DKS Associates  
A Corporation

Chris S. Maciejewski, PE  
Principal

Approved by:

City of Sherwood

By: \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date



## Fee Schedule

**Effective January 1, 2016 through December 31, 2016**

| <i><b>ENGINEERS and PLANNERS</b></i> |             |          |             | <i><b>TECHNICIANS and SUPPORT STAFF</b></i> |             |
|--------------------------------------|-------------|----------|-------------|---|-------------|
| Grade                                | Hourly Rate | Grade    | Hourly Rate | Tech Level                                  | Hourly Rate |
| Grade 1                              | \$ 55.00    | Grade 26 | 180.00      | Tech Level A                                | \$ 35.00    |
| Grade 2                              | 60.00       | Grade 27 | 185.00      | Tech Level B                                | 40.00       |
| Grade 3                              | 65.00       | Grade 28 | 190.00      | Tech Level C                                | 45.00       |
| Grade 4                              | 70.00       | Grade 29 | 195.00      | Tech Level D                                | 50.00       |
| Grade 5                              | 75.00       | Grade 30 | 200.00      | Tech Level E                                | 55.00       |
| Grade 6                              | 80.00       | Grade 31 | 205.00      | Tech Level F                                | 60.00       |
| Grade 7                              | 85.00       | Grade 32 | 210.00      | Tech Level G                                | 65.00       |
| Grade 8                              | 90.00       | Grade 33 | 215.00      | Tech Level H                                | 70.00       |
| Grade 9                              | 95.00       | Grade 34 | 220.00      | Tech Level I                                | 75.00       |
| Grade 10                             | 100.00      | Grade 35 | 225.00      | Tech Level J                                | 80.00       |
| Grade 11                             | 105.00      | Grade 36 | 230.00      | Tech Level K                                | 85.00       |
| Grade 12                             | 110.00      | Grade 37 | 235.00      | Tech Level L                                | 90.00       |
| Grade 13                             | 115.00      | Grade 38 | 240.00      | Tech Level M                                | 95.00       |
| Grade 14                             | 120.00      | Grade 39 | 245.00      | Tech Level N                                | 100.00      |
| Grade 15                             | 125.00      | Grade 40 | 250.00      | Tech Level O                                | 105.00      |
| Grade 16                             | 130.00      | Grade 41 | 255.00      | Tech Level P                                | 110.00      |
| Grade 17                             | 135.00      | Grade 42 | 260.00      | Tech Level Q                                | 115.00      |
| Grade 18                             | 140.00      | Grade 43 | 265.00      | Tech Level R                                | 120.00      |
| Grade 19                             | 145.00      | Grade 44 | 270.00      | Tech Level S                                | 125.00      |
| Grade 20                             | 150.00      | Grade 45 | 275.00      | Tech Level T                                | 130.00      |
| Grade 21                             | 155.00      | Grade 46 | 280.00      | Tech Level U                                | 135.00      |
| Grade 22                             | 160.00      | Grade 47 | 285.00      | Tech Level V                                | 140.00      |
| Grade 23                             | 165.00      | Grade 48 | 290.00      | Tech Level W                                | 145.00      |
| Grade 24                             | 170.00      | Grade 49 | 295.00      | Tech Level X                                | 150.00      |
| Grade 25                             | 175.00      | Grade 50 | 300.00      | Tech Level Y                                | 155.00      |
|                                      |             |          |             | Tech Level Z                                | 160.00      |

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.



## RESOLUTION 2016-057

### IN SUPPORT OF SHERWOOD SCHOOL DISTRICT GENERAL OBLIGATION BOND 34-254

**WHEREAS**, schools in the Sherwood School District are over capacity or nearing capacity and enrollment is expected to continue to increase into the future; and

**WHEREAS**, caring for school investments is important to creating a positive learning environment for our children; and

**WHEREAS**, passage of the bond will allow the District to develop projects to increase capacity by 2,000 students district-wide; and

**WHEREAS**, passage of the bond will allow for improvements to student safety and seismic upgrades by securing building entry lobbies, installing closed-circuit TV cameras, improving emergency alert and lock-down systems, and installing seismic upgrades; and

**WHEREAS**, passage of the bond will allow investment in curriculum that offers math, science, and language arts at all school levels, upgrade the technology infrastructure in all school buildings, and purchase new and replace technology for both students and staff; and

**WHEREAS**, passage of the bond will provide the funding necessary to address many deferred maintenance issues including improved indoor air quality, upgrades to plumbing, heating and ventilation systems, roofing and more; and

**WHEREAS**, passage of the bond will include building a new high school that will not only allow for the remaining facilities to be used more effectively but will allow Sherwood to remain a one high school town; and

**WHEREAS**, estimated cost for these projects is \$247.50 million; and

**WHEREAS**, the estimated tax rate per \$1,000 of assessed home value will increase by 0.50, to \$4.20 per \$1,000 of assessed home value, (or approximately \$125 per year on a home assessed at \$250,000).

**NOW THEREFORE BASED ON THE FOREGOING, the City of Sherwood hereby resolves as follows:**

**Section 1.** The Sherwood City Council does hereby endorse and support and urges the passage of the Sherwood School District General Obligation Bond Measure #34-254 on the ballot November 8, 2016.

**Section 2.** This resolution is effective immediately upon its enactment by the City Council.

Adopted by the City Council this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:





## RESOLUTION 2016-058

### A RESOLUTION OPPOSING THE PASSAGE OF OREGON STATE MEASURE 97

**WHEREAS**, sponsors of Measure 97, a proposed 2.5 percent gross receipts tax on corporations with total Oregon sales in excess of \$25 million a year, have submitted sufficient signatures to qualify the measure for the 2016 General Election Ballot in Oregon; and

**WHEREAS**, the nonpartisan Legislative Revenue Office (LRO) has closely analyzed this Measure 97 and have estimated that it will generate more than \$6 billion in new state tax revenues in each of the next three state budget cycles; and

**WHEREAS**, LRO's analysis concluded that two-thirds of the increased corporate taxes will ultimately be paid by Oregon consumers in higher prices for items Oregonians buy every day, including food, medicines, gas and electric utilities, phones and medical care; and

**WHEREAS**, there is no plan for how the \$6 billion revenue would be spent, but the economic effects are clear – the projected loss of more than 38,000 private sector jobs and higher consumer prices averaging more than \$600 a year regressively burdening Oregonians least able to afford those higher costs.

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

**Section 1.** We believe that new state revenue measures are best developed, discussed, debated, and enacted by the Oregon Legislative Assembly and not ballot measures drafted by special interest groups; and

**Section 2.** We support improvements in state revenue to fund education and other priorities, but believe the economic consequences of Measure 97 passage would be too damaging to our city and its residents; and

**Section 3.** We oppose the passage of Measure 97.

**Section 4.** This resolution is effective immediately upon adoption.

Approved and adopted by the City Council on the 20<sup>th</sup> day of September, 2016.

---

Krisanna Clark, Mayor

Attest:

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Sylvia Murphy, MMC, City Recorder