



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, July 16, 2013

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

6:30-7:00 pm City Council Work Session

7:00 pm Regular City Council Meeting



Home of the Tualatin River National Wildlife Refuge

6:30 PM COUNCIL WORK SESSION

1. PGE Report

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT

- A. Approval of June 3, 2013 Council Meeting Minutes
- B. Approval of June 4, 2013 Council Meeting Minutes
- C. Approval of June 12, 2013 Council Meeting Minutes
- D. Approval of June 18, 2013 Council Meeting Minutes
- E. Approval of July 2, 2013 Council Meeting Minutes

- F. Resolution 2013-040 A Resolution To Ratify The Contract Agreement Between The City Of Sherwood And The American Federation Of State, County And Municipal Employees (AFSCME); And To Authorize The City Manager To Sign The Successor Collective Bargaining Agreement And Memorandum Of Agreement Between The City Of Sherwood And The American Federation Of State, County And Municipal Employees (AFSCME)

- G. Resolution 2013-041 A Resolution To Ratify The Contract Agreement Between The City Of Sherwood And Sherwood Police Officer's Association (SPOA); And To Authorize The City Manager To Sign The Successor Collective Bargaining Agreement Between The City Of Sherwood And Sherwood Police Officer's Association

5. PRESENTATIONS

- A. Proclamation Relay for Life 2013
- B. Proclamation Recognizing Robin Hood Festival Days 2013
- C. Eagle Scout Recognition
- D. Recognition of Sherwood High School Track State Champions
- E. Recognition of Sherwood High School Baseball State Championship
- F. Swearing in of Police Officer, George Lopez (Police Chief Jeff Groth)

6. NEW BUSINESS

- A. Ordinance 2013-004 Approving vacation of a public storm sewer easement located on private property and establishing a new public storm water easement with adjusted boundary to match encroachment conditions (Bob Galati, City Engineer)

AGENDA

SHERWOOD CITY COUNCIL July 16, 2013

6:30 pm City Council Work Session

7:00 pm Regular City Council Meeting

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

- B. Resolution 2013-036 Authorizing an Intergovernmental Agreement (IGA) with the Clean Water Services (CWS) to utilize System Development Charge (SDC) funds in the construction of the Tonquin Employment Area Sanitary Sewer Upgrade Project (Bob Galati, City Engineer)**
- C. Resolution 2013-037 Authorizing an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) to receive Transportation Growth Management (TGM) funds to perform an update of the City of Sherwood Transportation System Plan (TSP) (Bob Galati, City Engineer)**
- D. Resolution 2013-038 Authorizing the City Manager to execute a construction contract for the Villa Road Wall Repair Project (Craig Christensen, Engineering Associate)**

7. PUBLIC HEARING

- A. Resolution 2013-039 Adopting a Supplemental Budget and Making Appropriations (Julie Blums, Interim Finance Director)**

8. CITIZEN COMMENTS

9. COUNCIL ANNOUNCEMENTS

10. CITY MANAGER AND STAFF DEPT REPORTS

11. ADJOURN

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

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To Schedule a Presentation before Council:

If you would like to appear before Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder Sylvia Murphy by calling 503-625-4246 or by e-mail to: murphys@sherwoodoregon.gov



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
June 3, 2013

WORK SESSION

1. **CALL TO ORDER:** Mayor Bill Middleton called the meeting to order at 5:35 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Councilors Dave Grant, Robyn Folsom, Bill Butterfield, Matt Langer, and Krisanna Clark. Council President Linda Henderson arrived at 5:39 pm.
3. **STAFF AND LEGAL COUNSEL PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Police Chief Jeff Groth, Brad Kilby Planning Manager, and Sylvia Murphy City Recorder. City Attorneys Chris Crean and Heather Martin.
4. **TOPICS DISCUSSED:**

A. Discussion of Proposed Ordinances:

The City Attorney's office provided a document to the Council members on Proposed Ordinances Regulating Retail Activity (see record, Exhibit A). The City Council conceded to provide the public with a copy of the memorandum which is a confidential Attorney-Client Privileged communication. Mayor Middleton stated the information presented comes from requests and information from the community to enact ordinances. Attorney's Chris Crean and Heather Martin explained the following.

- **Regulating Hours of Operations.** Mr. Crean addressed this item and reminded the Council to consider the information in the 4 sections under General Considerations, specifically the scope of proposed legislation and not being able to single-out a specific shopping center or vendor. He gave examples of large retailers that could be affected by regulated hours of operation. He referenced legislative language indicating the number of employees and reminded of the full effects to all businesses that would fall under this language. He said hours of operation are fairly straight forward and easy to do. He referenced the memo and the recommended placement of the language in the code, somewhere other than in the development code and mentioned placement in Chapter 8. He informed of exemptions and referenced the City of Beaverton using Conditional Use Permits. He informed the Council that changes to the Development Code, Chapter 16, would take longer as 35 day noticing to the State is required with a scheduled hearing. He said changes to other sections of the code could occur quicker. He stated the Council would need to determine the hours of operations and where they would apply.

Council asked regarding activities that occur when the business is closed, such as stocking, receiving deliveries or cleaning and allowing for these activities to occur. Council asked regarding the market demand and if restrictions are necessary, they discussed creating impediments, crime

increases and public safety issues with businesses that operate 24 hours. They discussed conditional use permits for holidays and special event sales. The Council discussed the following:

- Regulating Overnight Parking
- Regulating the Sale of Firearms: Legal Counsel provided information in Exhibit A. Council conceded to not discuss as this item is mandated by state law.
- Regulating the Sale of Alcohol: Legal Counsel provided information in Exhibit A, Council discussion did not occur as this item is mandated by state law.
- Regulating Employment Conditions (Part-time Employees “bill of Rights”):
 - a. Part Time Employees may request full-time schedule without penalty before an employer hires any additional employees:
 - b. Employers must notify employees of their work schedules at least two weeks in advance of the first scheduled work day.
 - c. Proportional benefits for full time and part time employees who work at least 15 hours per week.
 - d. Employers with employees who receive state assistance such as food stamps, Oregon Health Plan assistance, etc. would be require to cover those costs so that they are not borne of state taxpayers.

Mr. Crean reviewed other types of regulations that cities have enacted to create better work environments for employees and informed the Council of a current pending House Bill that proposes a Part Time Employee Bill of Rights. Discussion followed.

The Council discussed code language of the City of Hermiston and Beaverton Oregon and referenced examples in Exhibit A for recreational and overnight parking.

Mr. Crean indicated not included in the exhibit was information on requirements of reoccupying or tearing down of unoccupied facilities. Discussion occurred including discussion of enforcement issues and the Council conceded to not move forward on addressing code language for this topic. The Council concluded that staff and legal counsel would continue to research other topics as indicated in the exhibit and develop proposed ordinance language and or bring back additional information for the Council's consideration.

5. ADJOURN:

Mayor Middleton adjourned the work session at 6:55 pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Bill Middleton, Mayor



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
June 4, 2013

CITY COUNCIL / PLANNING COMMISSION JOINT WORK SESSION

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 6:00 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Robyn Folsom, Bill Butterfield, Matt Langer, and Krisanna Clark. Councilor Dave Grant was absent.
3. **PLANNING COMMISSIONERS PRESENT:** Chair Patrick Allen, Commissioners Jean Simson, John Clifford, Lisa Walker, and Michael Carey.
4. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Julia Hajduk Community Development Director, Craig Gibbons Finance Director, Craig Sheldon Public Works Director, Kristen Switzer Community Services Director, Brad Kilby Planning Manager, Julie Blums Accounting Supervisor, Police Chief Jeff Groth, Michelle Miller Senior Planner, Ashley Graff Intern, Colleen Resch Administrative Assistant, and Sylvia Murphy City Recorder.

5. TOPICS DISCUSSED:

A. Sherwood Town Center Plan:

Julia Hajduk and Michelle Miller provided information on the Sherwood Town Center Plan (see record, Exhibit A) and staff briefed the group with a power point presentation, (see record, Exhibit B). Discussion followed. The group discussed scheduling a joint session with the Council at an upcoming planning commission meeting to further discuss the plan.

6. ADJOURN:

Mayor Middleton adjourned the work session at 7:00 pm and convened to a regular meeting.

REGULAR CITY COUNCIL MEETING

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 7:10 pm.
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**

4. **COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Robyn Folsom, Bill Butterfield, Matt Langer and Krisanna Clark. Councilor Dave Grant was absent.
5. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joseph Gall, Tom Pessemier Assistant City Manager, Julia Hajduk Community Development Director, Craig Gibbons Finance Director, Craig Sheldon Public Works Director, Kristen Switzer Community Services Director, Bob Galati City Engineer, Jeff Groth Police Chief, Brad Kilby Planning Manager, Accounting Supervisor Julie Blums, Michelle Miller Senior Planner, Ashley Graff Intern, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy. City Attorney Chris Crean.

Mayor Middleton indicated an amendment to the agenda and stated that Council Announcements would be heard before Citizen Comment. No Council objections were received.

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

6. CONSENT:

- A. **Approval of May 21, 2013 City Council Meeting Minutes**
B. **Resolution 2013-024 Certifying the Provision of Certain Municipal Services in Order to Qualify the City to Receive State**

MOTION: FROM COUNCIL PRESIDENT LINDA HENDERSON TO ADOPT THE CONSENT AGENDA, SECONDED BY COUNCILOR ROBYN FOLSOM, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR DAVE GRANT WAS ABSENT).

Mayor Middleton addressed the next agenda item.

7. PRESENTATIONS:

A. Recognition of 2013 Sherwood Robin Hood Festival Main Marian Court

Mayor Middleton welcomed Allison Starling the 2013 Robin Hood Festival Maid Marian Court Chaperone and the Junior and Senior Court members. Ms. Starling came forward and stated this is the 60th Anniversary of the Robin Hood Festival and read a brief bio for each member of the court. The City Council presented the court members with a Certificate of Recognition. Junior Court members were; Brooklynne Lovell, Delaney Carlson, Ella Kunert, Emma Starling, Keeley McCaulley. Senior Court members were; Cate Hall, Emma Hall, Megan Starling, and Sierra McCaulley, and Maid Marian, Katy Roach.

B. Eagle Scout Recognition

Mayor Middleton congratulated Geoffrey Marvin for earning his Eagle Scout Award. Geoffrey was unable to attend the Council meeting and Mayor Middleton read a brief description provided by Geoffrey describing his project at Middleton Pioneer Cemetery. Geoffrey indicated his project consisted of landscaping the front bark area with the assistance of friends, family, other scouts and a school teacher. He made an engraved wooden sign that thanked the nurseries and families that donated to the project. He inscribed on the sign "In loving memory of Zoe Grace Armitage" a baby

who recently passed away due to heart problems and who was buried at the cemetery. He indicated the baby's parents heavily contributed to the project and he cannot thank them enough.

C. Metro Presentation – Southwest Corridor Project

Craig Dirksen Metro Councilor for District 3 and Malu Wilkinson with Metro planning staff came forward and provided an update to the Council on the SW Corridor Plan. He stated the SW Corridor study began its life as a high capacity transit study for the SW Corridor, running from downtown Portland through Tigard, Tualatin and to Sherwood. He said it was the latest study that Metro and Trimet did together looking at what type of high capacity transit would be appropriate for this corridor. He said it is the last corridor to be studied of those corridors identified back in the 1980's when Trimet began looking at the concept of a high capacity transit system for the Portland Metro area. He explained the collaborative efforts of affected jurisdictions, including Beaverton, Durham and Lake Oswego and gathering information on what the corridor could look like when built out. He said after identifying the vision, they looked at different transit options, roadway projects that would need to be done to support the corridor, they looked at parks and open spaces and the total land use plan. He explained representatives from each jurisdiction were elected to participate on a steering committee. He stated they have reached a point where they have narrowed down the focus. He explained objectives of accountability and partnerships and ensuring they manage resources responsibly and foster collaborative attitudes. He stated the goal is for an area that is prosperous where every day needs are met. He stated an area where health is considered and an environment that supports the eco system and the population that is living there, looking at access and mobility, where people have a safe and efficient, reliable network of transportation that includes all modes.

Ms. Wilkinson spoke of the reason for taking a broad look at transit and investment in roadway and active transportation projects as well as parks and nature projects that are grounded in the communities visions they have been working on, to focus and target our investments to support great places. She referenced employment areas that have a future for potential jobs. She explained the corridor starts in Portland, and said Sherwood is at the very southern edge, and it encompasses the Kruse Way area of Lake Oswego and the Washington Square area.

Mr. Dirksen stated the reason they are going through this process is expected growth and stated our area grows 1-1.5% per year and said by 2035 which is the plan horizon, we are looking at 20,000-30,000 more people in this corridor. He said we are currently looking at a population today of 140,000 in the corridor area and by 2035 we anticipate growing to 206,000. He stated we currently have about 163,000 jobs in the area and anticipate by 2035 we will need to have 251,000 jobs He stated we know the area will grow and they need to ensure we have a quality of life.

Ms. Wilkinson spoke of current projects and roadways and maintaining their capacity now and in the future and serving the needs of those traveling in cars and freight movement. She spoke of supporting the visions of each community and Sherwood's Town Center Plan and using community land use plans to guide on how to invest. She explained the large list of projects came from communities and their transportation system plans and explained four categories of projects; active transportation projects (bikeway and pedestrian), facilities, roadway improvements, parks and natural resource projects. She mentioned having resources from Clean Water Services and Park Districts to reference when they look at how to leverage investments.

Mr. Dirksen stated they have identified about 300 active transportation projects, about 450 parks and natural resources projects that support the concept of the corridor. About 150 major roadway improvements we see as a necessity to connect the corridor together. He stated they have narrowed the list of concepts for high capacity transit down to six different options for evaluation. He stated we have now narrowed it down to 84 projects identified for active transportation, about 46 projects for roadway improvements, and 5 alternatives for transit. He stated parks and natural resources rely on opportunities that might be presented by the above said items and he mentioned the trail system plan, including the Sherwood Tonquin Trail.

Ms. Wilkinson stated they are working towards a shared investment strategy that supports the visions of each city and identify where we want to work together and collaborate funding opportunities and get projects on the ground. She informed the Council they are headed for a big milestone in July and they are asking the Steering Committee to provide some guidance in terms of what the recommendation for the SW Corridor should be in a number of areas. She stated one of the most important things they have heard from all communities involved is while there might be a need for high capacity transit in the SW Corridor, there is an immediate need for better local transit service that connects more places. She shared a tour they took on a bus from Sherwood to Tualatin along Tualatin-Sherwood Road and said staff from both cities indicated this route doesn't occur between the two cities. She said the local service enhancement planning is a key element that should come out of the steering committee recommendation in July. She said they are looking for the steering committee to narrow the high capacity transit alternatives from this wider range to a targeted narrow set that we can study further. She said they are also looking to identify some of the policies and incentives for further exploration that helps build the community infrastructure that has been identified through the community vision work and to have a strategic set of active roadway projects we can work on collaboratively so we can figure out a way to fund as well as prioritize green projects.

Mr. Dirksen stated in July we will be looking for decisions in four key areas; what should the destination for the high capacity transit system be. He said the leading forerunner for this is a transit line from Portland to Tualatin through Tigard, with connections to Sherwood. Whether it be a light rail line or a bus rapid transit line, which are the two modes being considered and would probably only come to Tualatin, and we would provide local bus service to link Sherwood to the station. He said the mode we carry forward is light rail which is being recommended to continue to move forward with consideration. He explained one reason for this is the operating cost per rider is much lower in comparison to other options, even though the capital costs are more. He said and bus rapid transit, but in several different varieties that could be considered that are of varying qualities. He referenced a "gold standard" of transit and said he should not be referencing it as "gold standard" and referred to it as "platinum standard" and said this is bus rapid transit with at least 50% of the line outside of existing right-of-way in its own transit way. He explained a "bronze level" with a lower percentage that has its own transit way and the rest of it runs in regular traffic and the "lead version" which is the slowest and provides the least of good service, which would run in the corridor along with mixed traffic. He stated we need to identify which two of these you would like to move forward with for further consideration. He said they want specific direction on the SW Transit Service Enhancement Plan, looking in addition to the high capacity transit and how we do improvements to standard bus transit that would support the corridor and enhance the function and usefulness of the high capacity transit line as well.

Ms. Wilkinson addressed key findings from their evaluation of transit alternatives and next steps. She stated they had five transit alternatives they studied and modeled, one being light rail to Tigard and

the other four being bus rapid transit. She explained why they had only one light rail option and referenced the previous explanation provided by Mr. Dirksen. She informed of their key findings and said they found very strong future transit demands and explained the increase based on area. She explained how they could meet the increased demands with light rail and explained how bus transit met the demands, resulting in needing more buses to meet demands. She stated this has impacts to efficiencies of the transit as well as efficiency to the roadway and auto and freight capacity. She stated they learned that all destinations in the southwest corridors need better transit service and they need to figure out the best way to serve them, either through a high capacity transit capital investment or through better local service. She said they are hoping to get at both in the recommendation they are looking to receive in July.

Mr. Dirksen explained what they have identified as what they would anticipate as being a high capacity transit route and said in Portland it would follow the line of Barbur Blvd., either within the right-of-way or on its own transit way adjacent to it. He said when it entered Washington County in Tigard, it would divert off of 99W and route through the center of what they call the Tigard Triangle, he explained this area is bound by Pacific Hwy, I-5 and Hwy 217. He said the City of Tigard anticipates this area for quite a bit of future growth and a high capacity transit line would facilitate that. He explained it would run to the transit station in Tigard and either run south to 72nd Ave. or down Hall Blvd and into Tualatin. He said it was identified early on that routing high capacity transit in the existing 99W corridor would have a negative impact to traffic in that corridor and this was not a functional feasible route to take.

Ms. Wilkinson informed of upcoming meetings and timelines and said the Steering Committee will review a draft recommendation on June 10th that will cover what we explained tonight, this will be a staff recommendation to the committee. She said they are asking the Steering Committee to come back to the City Council in June and get the Council's feedback on the draft recommendation and speak with the Sherwood citizens to get comfortable with a direction the Steering Committee will be taking in July. She said there might be opportunities for citizen engagement in June. She said they have an on-line survey on their (Metro) website, under the SW Corridor Plan. She said they are planning a community planning forum on June 26th, 6pm at the Tigard Library for all community members from all cities in the SW Corridor. She explained a forum was held last month in Tualatin and they had representatives from every city. She said on July 8th they will have a Steering Committee meeting to discuss any changes to the draft recommendation and on July 22nd they are looking for a Steering Committee action that will end Phase 1 of the SW Corridor and move us into implementation.

Mr. Dirksen stated they are running out of money from Phase 1 and have studied it a month longer than anticipated and said they need to move into a refinement plan, but before this can be done they need to narrow down their choices.

Councilor Butterfield asked where funding would come from for Phase 1. Mr. Dirksen replied all the projects discussed come from the city's existing land use plan and transportation system plans. He said for the most part, for the funding, we would anticipate, would come from the standard sources that we typically see. He said Washington County MSTIP program, the STIP State program and federal funding. He said when looking at high capacity transit there are federal programs that help fund those and based on history we can anticipate that high capacity transit plan or project would be funded at probably 50% by the federal government with a requirement of, if we go with bus rapid transit, at least to meet the silver standard. Mr. Dirksen said this is something we don't anticipate

starting construction on next year or the following year. He said going through this program and identifying it, going through environmental impacts and meeting all federal government requirements, if we were to make a decision this year, it would be at least 10 years before we begin construction. He stated this is why early on, we need to see incremental improvements to existing transit systems, as we can't wait 10 years for this corridor to see improved transit. He explained further in the future 10-15 years, it's hard to identify funding sources.

Councilor Clark referenced comments of bus transit in comparison to high capacity, from Tualatin to Sherwood, and a bus meeting a light rail in Tualatin as opposed to light rail coming to Sherwood. Mr. Dirksen replied no decisions have been made but what they have heard from Sherwood is that Sherwood was not interested in seeing light rail come all the way to Sherwood. He said the ridership doesn't support this. He said in the earlier discussions, most of the modeling we have done anticipates some kind of high capacity transit coming to Tualatin and improved bus service to bring people from Sherwood to that station.

Mayor Middleton commented this as being a goal and said we want better bus service.

Mr. Dirksen said they have heard from Tualatin and Sherwood and they would like to see improved bus service on Tualatin Sherwood Rd.

Councilor Clark asked regarding high capacity service at the Tigard Triangle and Sherwood having bus service to that location as well as Tualatin. Mr. Dirksen replied and explained the line would go all the way to Tualatin with linkages using bus services.

Councilor Butterfield asked about the current rapid transit in Tualatin and Mr. Dirksen confirmed there's train service that goes north-south into Beaverton. He said this is a line that would run more SW to NE into downtown Portland and would cross at the Tigard Transit Center. Discussion occurred and Councilor Clark asked if this included service to Wilsonville. Mr. Dirksen said no, Wilsonville is not part of the corridor study.

Ms. Wilkinson added the SW Service Enhancement Plan that Trimet will undertake, they are looking at a broader area than our corridor study and they include Wilsonville and parts of West Linn, Western Beaverton and Aloha.

Council President Henderson commented regarding the term mentioned by Mr. Dirksen of "better local service" and asked if this was a general term or a targeted term under their guidelines as they move from Phase 1 to refinement. Council President Henderson shared a personal story regarding public transportation and it not being a healthy transit system. She mentioned feedback provided a year ago on wanting local service as well pedestrian and commerce services and this being important to the Council. She said if out of this study and all the work being done, if we got transit service to Tualatin this would be a big win for Sherwood. Mr. Dirksen replied the local enhanced service would include more than that and said their website shows a map with existing service and what Trimet is considering for enhancements.

Staff confirmed a link on the City's website exists directing to the map on Metro's website. Staff offered to post and distribute the presentation that Metro was unable to display due to technical difficulties.

Mr. Dirksen offered to answer questions and Mayor Middleton thanked Mr. Dirksen.

Mayor Middleton addressed the next agenda item.

8. NEW BUSINESS:

A. Resolution 2013-025 Adopting the Capital Improvement Project Plan for Fiscal Year 2014

Accounting Supervisor Julie Blums and City Engineer Bob Galati came forward, Julie stated that this resolution will adopt a five year capital project plan. She said the plan was discussed in the budget committee meetings, and she provided the highlights; for the Water Fund, 2 projects slated for next year include the final construction of Pipeline Segment 3 and the Water Master Plan Update, for Sanitary, we have capacity upgrades to the Tonquin Employment Area, and for Storm Water this includes work on the water quality facility on Columbia Street. Julie addressed streets and said staff will pull this project off the list, the Cedar Brook Way Alignment Analysis. She said under General Construction we will work on the Cedar Creek Trail, with funding available we will do the lights at Edy Ridge and Sherwood Middle School, we will work on the Snyder Park Turf Replacement, and design for Woodhaven Park Improvements Phase 2.

Councilor Folsom asked why the street project was being pulled. Bob Galati responded the Cedar Brook Way Project was supposed to be a high level analysis of what issues might be associated with the project and we don't have the time to do it and said when development comes through they can do it and they will do it with more intent of actually getting it done, versus what we will be doing at this point in time and said it is not relevant to anything we are doing.

Mayor Middleton asked if this is Phase 2 of the Woodhaven study. Julie Blums responded this is for design of the Phase 2 portion that the Parks Board requested. Mayor Middleton asked whether we have a study already. Julie said no, this is on the final completion of the park. Mayor Middleton asked how much this was. Council President Henderson stated \$127,000. Mayor Middleton stated this is for a study, and Julie clarified that this was for design. Mayor Middleton confirmed we don't have the money to develop the park. Julie said not at this point.

Mayor Middleton asked for Council questions and stated that he would like to see less studies and more action.

Councilor Clark asked if there is a requirement that we have these studies in order to build the projects and asked staff to provide some background on what the necessity is. Julie said this is to design what we are going to build, for the second phase of the park.

Councilor Butterfield said this is correct, this funding is for the engineering and design of the park and the Parks and Recreation Board have been working on a small cash flow for years now and there is a potential for some SDC funds to come in and this was one of their number one goals to get this park finished.

Community Services Director Kristen Switzer confirmed and said this is for the design and engineering and not for a study, and we have to do it before we can build it and go out to bid.

Mayor Middleton replied, but we have no intention of building it for the next few years. Kristen replied if we have enough money we hope too.

Councilor Folsom said with System Development Charges coming in, she would guess that it would be at the top of the list and would essentially be shovel ready. She stated her experience when she was the liaison to the Parks Board was we did the design of Cedar Creek Trail system and we did not have \$5 million, but because we were ready and prepared when Metro said they have money, Sherwood raised our hand. She stated this is not the same situation, but being ready allows us to act when money comes into the coffers.

Mayor Middleton asked if we had anticipated project costs yet. Kristen said originally the Parks Master Plan estimated \$1.5 million, but after meeting with the Parks Board she believes the cost is high and included a water feature and other expensive options. She said they have been talking about what they would like to do and have really scaled back. She said this is another reason to enter into this process to get an idea of what it's going to cost and said she believes we will be able to afford it sooner than later.

Councilor Butterfield said to keep in mind these are budgeted numbers. Mayor Middleton said he knows they are budgeted and we are also losing out on other things when we budget for that.

Councilor Butterfield added that it could be less.

Council President Henderson asked since we moved an item from the list, do we need to amend. Julie said it is an option but recommended they leave the \$40,000 in the Street Capital budget and said if we remove the full \$40,000 and an issue comes up that we need to do a street project or something comes up, we will have to come back and do a supplemental. She said if we leave it, we don't have to spend it and won't without coming to the Council first, it makes future processes easier and is up to the Council if they want to remove it or not.

Council President Henderson stated if we don't take the time to do it in 2013-14, would it roll over to 2014-15? Or will you reallocate that in a future budget year and let development drive the analysis? Julie replied correct, we will let it roll over and move into future years.

Councilor Folsom clarified, if the \$40,000 was needed on another project, staff would come back to the Council and indicate we were reallocating but do not require a supplemental budget because it's already in the right pot of money. Julie replied correct.

With no further discussion, Mayor Middleton asked for a motion.

**MOTION: FROM COUNCIL PRESIDENT HENDERSON TO ADOPT RESOLUTION 2013-025
SECONDED BY COUNCILOR BUTTERFIELD, MOTION PASSED 6:0, ALL PRESENT MEMBERS
VOTED IN FAVOR (COUNCILOR GRANT WAS ABSENT).**

Mayor Middleton addressed the next agenda item.

**B. Resolution 2013-026 Transferring Budget Expenditure Appropriations between Categories
for Fiscal Year 2013-13**

Julie Blums stated this is an appropriations transfer request to move money from one appropriated bucket in a fund to another to cover costs for different projects. She said the first project is the General Construction Fund and we are requesting to move \$66,000 out of Capital Outlay and move to Personal Services and Materials and Services. She said this is to allocate money to where the charges are actually happening and in construction we typically budget in infrastructure and capital outlay but a lot of times the money gets spent in the personal services or out of the materials and services bucket. She said this is just to reallocate funds that are already budgeted for this project. She said for Street Operation it's the same issue, this is to move \$140,000 out of Capital Outlay to Personal Services and said this is mainly for the Sidewalk Maintenance Program that we entered into this last year to repair sidewalks. She stated for the Storm Fund this is for additional work that we did on the Columbia Street Water Quality Facility that we did not anticipate that we would have to do this year.

Council Folsom clarified that the General Construction Fund transfer is for the Senior Center for the construction that will begin shortly on the renovation of the lobby and restroom. Julie said yes.

Mayor Middleton asked for other Council questions, with none received he asked for a motion.

MOTION: FROM COUNCILOR CLARK TO ADOPT RESOLUTION 2013-026 SECONDED BY COUNCILOR FOLSOM, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR GRANT WAS ABSENT).

Mayor Middleton addressed the next agenda item.

9. Public Hearings

A. Resolution 2013-027 Declaring the City's Election to Receive State Revenues

The City Recorder read the Public Hearing statement for the three Resolutions listed on the Agenda, Resolution 2013-027, Resolution 2013-028 and Resolution 2013-029.

Mayor Middleton asked to table Resolution 2013-029, adopting the FY2013-14 Budget of the City Of Sherwood, making Appropriations, Imposing and Categorizing Taxes, and Authorizing the City Manager to take such action necessary to carry out the Adopted Budget.

Mayor Middleton stated the Council will now accept public comments on Resolution 2013-027.

City Attorney Chris Crean interjected and said to the Mayor, in order to table, as the presiding officer of a body under the Sherwood Charter and Council Rules you can table an agenda item without objection or if there are objections, it will require a motion to either table which tables the item indefinitely, or to postpone to a date certain. Mr. Crean said he is not clear on what was intended by the Mayor or if there are any objections from the rest of the Council.

Mayor Middleton said he would move it to the next Council meeting.

The City Recorder asked Mayor Middleton if he wanted to postpone the resolution to a future date. Mayor Middleton said yes. She asked the Mayor if we addressed that resolution item yet. Mayor Middleton responded no. She said prior to addressing the resolution agenda item, he would make a

motion to postpone to a date certain and indicate that date certain and the Council must second the motion and there must be a vote. If there is a majority, then the motion passes, and if there is not a majority the Council can have discussion. She informed the Mayor not to make the motion until they reached that item on the agenda.

Mayor Middleton addressed Resolution 2013-027.

Accounting Supervisor Julie Blums came forward and said the first public hearing is on the election to receive state shared revenue. She said Oregon State Revised Statute require us to make an election to receive state shared revenue. The resolution confirms to the State that we want to receive that revenue.

With no Council questions of staff, Mayor Middleton opened the public hearing.

City Recorder reminded the Mayor to have people come forward to present testimony.

Mayor Middleton asked that people fill out the testimony form.

Nancy Taylor, came forward and asked the Mayor how much money is being talked about that will be shared?

The Mayor asked for a staff response. The staff responded \$172,000.

Jim Claus, came forward and said there is a problem with accepting money from anyone under the form of government we have evolved to and said we have an extremely strong City Manager form of government and it is the strongest by Charter you can have. He commented regarding that if the Council addresses one of the City Manager's employees, the Council member needing to resign. He referred to the election on a waterline from Wilsonville and 49% of the people voted for it therefore it could not be put in and it was put in. He suggested putting this off until we have a City Attorney that works for us and said in his research the only contract he has been able to find is when Schultz, who left here with \$600,000 of our money to build the perfect accounting system which Mr. Gall now says doesn't work. He commented regarding being \$600,000 poorer and still have the attorney. He asked why we are pursuing an issue when these people work for the City Manager and the Council and the Mayor and why we are receiving anything until we have a real City Attorney. He said procedurally the citizens should be protected from your great wisdom, and referred to the professions and degrees of the elected officials. He asked if anyone is checking the hen house from the fox. He asked if Mr. Gall said I want this issue to pass or something happens with the money and it is misused, the Council doesn't pay for it we do. He referred to \$30 million dollars and said we are stuck with your mistakes, and said the Council has sovereign immunity. He commented regarding the Council screwing up all day, can misrepresent to us, having an armed police officer in the room to enforce your four minutes, and when you leave here, you leave scott-free and our life style and our city gets screwed. He commented regarding not pass something to take money from anybody that we could be stuck with the responsibility for, he referred to the \$42 million dollar waterline. He gave an example of ordering a gravel truck and not having the need for it. He said our four wells were enough, and said we are still paying for it, \$1000 an acre foot, because they did not check an election. He said what is funny is you won't give us the elementary protections we need, and gave the example of Walmart and a potential or actual conflict of interest, and said we don't have an attorney to ask that question because the attorney works for Mr. Gall, and the Council,

and the Mayor occasionally. He said, it's nonsense and to stop taking money until you can live by the Charter and if you lived by the Charter, half of what is going on in this town wouldn't have gone on.

With no other public comments received, Mayor Middleton asked the Council for comments.

Council President Henderson asked if this is money that goes into the general fund, Julie Blums confirmed. Ms. Henderson asked if this is an estimate from the League of Oregon Cities. Julie said yes. Council President Henderson asked where the money comes from.

Finance Director Craig Gibons asked Mr. Crean where the money comes from and he stated that it was from cigarette tax. Craig said no this is State Shared Revenue and not Shared State Revenue and said is it always confusing. Craig said he did not know the source of the income or whether it is tied to any specific state stream of revenue. He said it is not cigarette or liquor tax.

Council President Henderson asked if we qualify because we are a municipality in Oregon, just like Tigard, Tualatin or Wilsonville. Craig responded yes, it's State Shared Revenue.

Mayor Middleton indicated the public hearing was closed and reopened it at the request of a citizen.

Susan Claus, approached the Council and said this is exactly what the citizens are talking about and said she is not trying to denigrate our accounting staff and said the Finance Director, who is leaving, who has a History Major, is not a CPA and does not have an accounting degree and Julie, when she started working here, had a high school degree and since then she has gotten an accounting degree.

Mayor Middleton interjected and said he understands her comments regarding competency and this is something we have to judge when we bring employees on and that is why we will be very concerned about who we bring on for a Finance Director.

Ms. Claus continued and said the staff has initiated a job description for the Chief Financial Officer that does not require a CPA and said she does not think that is right and believes most of the people in the audience think this is right.

Mayor Middleton closed the public hearing and asked for Council comments.

Council President Henderson asked if we don't accept this shared revenue that is available to all other cities in the state of Oregon, does it gets redistributed to other cities. Craig Gibons said it goes back into the state coffers. She asked if we have to do it in a certain amount of time. Craig said we have to pass the resolution by July 1, 2013, to receive the money for fiscal year 14.

Mayor Middleton said we could bring it back to the next Council meeting and know where the money comes from. Craig confirmed.

Council President Henderson said that would be her suggestion.

The City Recorder reminded the Council if the item is moving forward, the Council needs to postpone to a date certain.

Mayor Middleton said we can postpone it to the next Council meeting. Discussion occurred between the City Recorder and Mayor to clarify if a motion was being stated to postpone to a future date and he asked if another public hearing was needed and said he wanted a streamlined process since we have already received comments. The City Recorder assisted with clarifying a motion:

To postpone to the June 18th Council meeting and ask staff to come back with additional information as to where the money comes from. Mayor Middleton stated this is his motion.

MOTION: FROM MAYOR MIDDLETON TO POSTPONE RESOLUTION 2013-027 TO THE JUNE 18, 2013 COUNCIL MEETING AND ASK STAFF TO COME BACK WITH ADDITIONAL INFORMATION AS TO WHERE THE MONEY COMES FROM, SECONDED BY COUNCIL PRESIDENT HENDERSON, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR GRANT WAS ABSENT).

Mayor Middleton addressed the next agenda item.

B. Resolution 2013-028 Adopting a Schedule of Fees as authorized by the City Zoning and Community Development Code, establishing fees for miscellaneous City services and establishing an effective date

Accounting Supervisor Julie Blums said the packet of information is large and the staff report has a summary of changes, a more detail description of the changes as well as a marked-up draft of changes to the fee schedule.

Julie highlighted the staff report and referred to the temporary business license fees and said currently the fee is almost twice what the cost is for a regular business license and after evaluating what it takes to do a temporary business license, it's the same process as a regular business license, therefore staff is proposing we reduce the fee to match what a regular license costs. She stated under the Parks and Rec and Field House, we have light fees and said a lot of this section is cleanup to the document and staff was trying to standardize it and make it consistent. She said we have light fees under artificial turf, high school turf and tournaments. Under the artificial turf we have a small rate increase for commercial and private reservations and we cleaned up the language for peak and nonpeak hours to make them consistent with each other. She stated for the high school stadium and turf, we added a nonresident fee as we did not previously have one, and added a new fee to open and close the facility. Julie stated we currently have a gym open-close fee and we are trying to be consistent. She stated there was a minimal increase to drop-in fees for gym fees and there is a new section for use of the Cannery Square Plaza for special events. She stated for field house team fees, we are proposing an increase and said we have not done an increase in fees since we took over the operation of the field house in 2005.

She said for utilities the only increase is the increases Clean Water Services puts forward and staff is not proposing to increase any of our surcharges. She stated SDC fees, a 4% increase is based on the Engineering News Record, this is to adjust for our construction cost index, this is an annual increase. She said under Engineering Fees we currently don't have a fee for pre-submittal consultations, therefore staff is proposing a new fee that if a customer puts in for a plan review, the fee they paid for the pre-submittal will be credited towards the plan review fee. She stated under Planning, the Noticing and Distribution fee, staff is proposing an increase and explained now that there is a requirement to notice up to 1000 feet versus 500 feet, the costs are higher. She addressed

temporary sign permits and said that language was eliminated in the code cleanup and we are trying to get the fee scheduled aligned with that. Julie referenced Home Occupation Renewals and said for Class A, staff is proposing to reduce the fee as a review of the renewal takes less time than the initial review. She addressed Temporary Sign Violations and said this is another code cleanup issue and we are trying to get the fee schedule in line with the code. She said under Building, Senate Bill 915 was amended and local jurisdictions are no longer handling the appeal process for building permits, this will be handled by the State so we are eliminating the fee.

Julie offered to answer Council questions and Mayor Middleton opened the public hearing. He stated this is important to him and asked the public to stick to the facts and not pick on staff.

Susan Claus, came forward and said she hopes the Council members have looked over the Fee Schedule and said part of the problem with the fee schedule is every time that it is passed as a structure and you pass it as a 40 page document, and you go and have a problem, like what happened with our generic mystery big box, the appeal fee was half of the site plan fee. She said staff looked at it and said anyone that wants to appeal to the Council, from the Planning Commission had to pay almost \$6500. She stated this doesn't make sense as we are still at the local level. She said nobody that she knows can give her a reason as to why that is one half of the site plan fee, she said this needs to be looked at and changed. She said one of the problems is she came before the City Council in a timely fashion when that was still at the planning commission level, and said this is an important issue and urged the Council to waive the fee so the burden was not placed on the citizens. She stated we have decision makers who are elected leaders, who put either aye or nay on that, and have it so we are looking to our elected officials and not some appointed officials to make that kind of determination where we get a generic big box that turns out to be Walmart after everything is supposedly signed. She stated the temporary sign code violation, whatever the fee is, our sign code is unconstitutional, we have arbitrary sizes and arbitrary dates that people can put signage up and we have an incredible lack of recognition for political signs that are free speech, different from commercial signs. She said she does not know what fee schedule they are trying to put on there for violations, but does know that on election day morning, 50 signs for Mayor Middleton and one of the measures got put in the dumpster specifically instead of being put in the sign yard for people to pick up, placed in a dumpster behind a closed fence because the City Manager made a determination that this was a problem and he was unilaterally able to dump those signs. She said staff said this was his decision and she asked where do you go from there, it was not his property, there is a lot of discrepancy in the code and now we are adding a violation, whatever the violation is and where do we go to appeal the violation. She urged the Council to look at this. She referenced construction cost of a 4% increase and said she has a problem with that and said if we are talking about the problems we are having as a city trying to get economy generating going, if that is the true cost, there is already a 4% plan check fee and a 4% fee on the back side of it, they already get 8%, this is an addition that goes up into the SDC's, I think. She urged the Council to look at this and review all the fees and all the costs in a real life situation that we have to deal with, when we have to deal at the staff level and not being able to do anything about the fees because the Council passed the fee schedule.

Jim Claus, came forward and said a fee you get something for and a tax is different, when you have a tax you don't get something for it. He said right now in this City we are staff driven and said that is why we are after SDCs and TIFs and pushing building even though it threatens existing businesses because there is not the demand for it. He commented regarding the Obama administration and said you do a benefit cost analysis first and we do not do that because we

are staff driven. He gave an example of holding the riparian corridors in this town and said we would not let anyone build on them and we paid 40% of the value of the occupants so we could dump our storm water. He asked for an explanation on how we now have the highest storm water fees he knows of, stating 75% of the first \$7 comes to us and then we jacked up the others. He commented regarding him knowing we don't have a city attorney that protects the citizens and had a Mayor that did not. He asked what is being spent and said Craig could not tell him how much we collect and how much is tax and how much is fees. He referred to the business tax license and said it is a violation of state law because you are taxing and giving nothing back, unless you consider giving to the PERS of employees. He said the Council won't follow the rules, and said this Council never follows and said we don't have a city attorney and we don't cost fee and we pump 4% when building has gone through the floor when we cut the cost of the building in half and you double the fees. He said that would not have happened if Mr. Gall had not given a bunch of raises. He said we need to do a study looking at the fees and said to give us something for what we are being billed and threatened with foreclosure on the house, so we don't have the staff saying we got to build another building even if it closes other buildings because we need the SDCs and we need to double dip on the urban renewal. He said every time the staff needs more money we are getting 4.5 million in property taxes, paying 10 in wages and benefits, they find some way to drive. He said the problem with all this is it drives your tax base down, just like you increase a payment on a house. We are paying two ways, we are paying and losing value in the house and the tax base is going down and asked when it is going to end. He commented regarding when will the Council get a committee to do a study that the lawyer says it's a good idea as he worked with Mr. Gall in Fairview, and it's a good idea. He said it's not a good idea and said it's time we do some honest accounting and let's start with a CPA and drop these increased fees until we have some way to know it's a legitimate expense.

With no other public comments received, Mayor Middleton closed the public hearing and asked for Council comments.

Council President Henderson referred to the staff summary under artificial turf and referenced commercial for profit resident, various fees for peak times and asked if this is lowering a fee. Julie replied yes. Ms. Henderson clarified a raising of the non-peak fee. Julie replied, this was possibly an error in a prior year that is being corrected to make it consistent.

Council President Henderson asked about the Snyder Park tennis courts, if someone, a non-resident comes to town and wants to rent the tennis courts, like an outside tennis club or school, we would charge them \$25 per hour but we are not charging our own High School team to hold a tournament there. Staff responded that is correct.

Council President Henderson asked about the Cannery Square Plaza Special Events Fee, if staff did any comparisons such as profit vs. nonprofit and resident vs. nonresident and noted that staff has a differentiation for public sales vs. no sales and she asked how they came to those rates. Community Services Director Kristen Switzer said it was based on events, and the majority of the events are nonprofit, staff looked at other examples in the areas and how they charge and tried to stay consistent and focused on who could be in the area and if they have exclusive use and blocking it off versus open to the public.

Councilor Folsom referred to the Sherwood Main Street Cultural Arts Commission "Pics on the Plaza" and clarified that the fee would not apply because it is open to the public. Kristen said that is correct

because it is not closed to the public, they are not charging an admittance fee and they are not selling goods except for concessions.

Council President Henderson asked doesn't the fee say open to the public, no sale no entry fee, \$150 per day. Kristen said yes, it would depend on who's organizing the event and gave an example of the Cultural Arts Commission paying for it, but this is the City paying the City, so this would be going from one account to another account, if a different group was coming to do it, typically in the past with a community event the fees are waived. She said we don't charge ourselves to have Music on the Green or to reserve any of the parks for our events.

Ms. Henderson asked about the fee for the sound system and if this is to bring someone in to set it up. Kristen replied yes, mainly because there would need to be a staff person present who can unlock the system and ensure things are going correctly and there are no issues.

Ms. Henderson stated another thing she is concerned about, and stated we can't control our Sanitary and Storm rates and said these are set by Clean Water Services, and they pass those fees on to us to collect and we don't have any control over them. Julie replied, this portion, that is correct.

Council President Henderson asked for the Council's opinion of the 4% proposed SDC fee based on the Engineering News Record Report. She said we have been talking about SDCs in individual meetings and work sessions and asked if the Council would like to postpone the increase until we decide the future of SDCs in our community. She asked about the noticing and distribution, and said in the past if we had a land use decision staff noticed everyone within 500 feet and now we are noticing within 1000 feet. Julia Hajduk, Community Development Director replied it used to be 100 feet and now it's 1000 feet.

Mayor Middleton concurred with Ms. Henderson and said he does not see SDCs going up right now. He gave an example of the hotel/motel from \$5846 per room to \$6080 per room, and said we don't have a hotel anyway and said this is another way to kill it by raising the fees. He said he is not in support of raising SDCs, our SDCs are already one of the highest and believes we are second or third in the state and said he agrees with Council President Henderson that fees need to be looked at and he can't see raising them now, it's just not working.

Councilor Folsom agreed and said she is concerned that it would be an impediment to the development that we have been talking about. She said she and the Mayor sat through a discussion about how SDCs are arrived at and said she thinks if we could take that piece out of the fee schedule for now and do a study that would align more with our Council goals at the beginning of the year, she would feel more comfortable with that as well.

Councilor Butterfield agreed with Mayor Middleton and said he would like to take an in-depth look at the fees as well.

Councilor Clark agreed with taking the SDCs out and taking a better look at them. She said we spoke a lot as a Council regarding the artificial turf fields and the surprise of Snyder Park and our need to plan for that in the future and a need for there being a stream of income that can replace that when it comes due. She asked if there is a project that this increase in fees will have an impact on, being that we are adding turf fields at Edy and Laurel Ridge. Kristen said this increase is not going to cover it, when we look at the number of users, those users would have to pay a huge fee in order to cover the

cost of replacement. She said the other issue is the user fees for those that are outdoors and indoors. She gave an example of, someone playing basketball would pay just as much as someone playing on turf. She suggested that we look at a new way to fund it.

Councilor Butterfield clarified that we only have two turf fields, one at Snyder Park and one at the High School. Councilor Clark said she was confusing turf with the lights.

Councilor Folsom clarified for the public, that we are replacing the turf at Snyder Park, and said we should have done it a year or two ago, and unfortunately there was never a great plan for collection of monies that would do that. She asked staff that we address this before the end of the summer as she doesn't want this to get away from us for another 10 years. She asked Mr. Gall if they are working on a plan and said she knows it's not on an individual user base fee system.

Mr. Gall confirmed she was speaking of maintenance of fields and replacements and said that is part of Public Works Director Craig Sheldon's mix of work he is doing to replace park structures that he plans to take to Parks & Rec Advisory Board in August and after this, it will come before the Council, he said late summer is a good time frame.

She asked how much is it going to cost to replace the Snyder Turf. Mr. Gall said the budget is \$500,000 and we will go to bid soon and hope it will be less. He said the city did not plan for this replacement and in the proposed budget we are starting to put money away to replace the field in 10 years from now. He said we need to do a better job of this and thinks Council has realized that. Councilor Folsom noted that it is a great community asset and asked how many people use the field. Councilor Butterfield state 3,200 local kids use the field and that does not include out of town people. Kristen Switzer clarified that some of the teams play on grass and some play on turf and said there will be push back from people paying for something that they don't get to use, therefore we need to come up with a different approach.

Councilor Folsom stated the fees are based on covering the cost of the services provided. She said she noticed as she looked at the Fee Schedule, the reader board sign will now have a fee associated with it and said it is reasonable because it is very time consuming to organize, send a truck out and change the sign and it is minimal fee and she appreciates that we are trying to have a sustainable community.

Mayor Middleton said when he ran for Mayor he said he did not believe in fee increases and said we have staff and people pay taxes and he knows some fees have to be in there, but to live within the budget. He said he doesn't support any fee increases and every year everything goes up except the service, it stays the same, and we have good service, but he agrees with some people that we tend to be staff driven. He said if we look at that, we could save thousands of dollars. He stated that this year's budget is the same, going in the hole, it is balanced but every year there is less coming in. He said he believes we have to live within our means and gave an example of his personal budget and said this is his philosophy and it's different from others. He thanked 3 departments that did not increase fees, Police, Library and Court.

With no further comment Mayor Middleton asked for a motion and asked if Council President Henderson was going to make a motion to amend.

Councilor Matt Langer recused himself and stepped down.

MOTION TO AMEND: FROM COUNCIL PRESIDENT HENDERSON TO AMEND RESOLUTION 2013-028, TO STRIKE SECTION 7 SYSTEM DEVELOPMENT CHARGES TO PROPOSE AN INCREASE OF 0%, SECONDED BY COUNCILOR CLARK, MOTION PASSED 5:0, ALL MEMBERS VOTED IN FAVOR (COUNCILOR GRANT WAS ABSENT, COUNCILOR LANGER RECUSED).

MOTION: FROM MAYOR MIDDLETON TO ADOPT THE AMENDED RESOLUTION 2013-028 SECONDED BY COUNCIL PRESIDENT HENDERSON, MOTION PASSED 4:1, COUNCILOR HENDERSON, CLARK, FOLSOM, AND BUTTERFIELD VOTED IN FAVOR, MAYOR MIDDLETON VOTED AGAINST (COUNCILOR GRANT WAS ABSENT AND COUNCILOR LANGER RECUSED).

Mayor Middleton called for a 5 minute recess at 8:50 pm and reconvened at 8:55 pm.

Mayor Middleton reconvened and allowed two citizens with special circumstances to comment.

Mikie Hendren Drill, approached the Council with his mother who spoke for him as he is non-verbal. She said she was there on behalf of herself, her fellow employees, her friends that have small businesses and her handicap son. She said she is totally against Walmart and has taken her son to the Walmart in Woodburn and McMinnville and said they are terrible about customer service and being there when you need help. She said they don't pay their employees well and don't give them benefits and only allow them to work part time. She said she is afraid that if Walmart comes to Sherwood that people like herself that work for minimum wage, but have worked for a company long enough to receive benefits to help her son and herself, that we will lose our jobs and the small businesses in town are going to end up closing, because they will be run out by the 20 small mall stores that are on a busier street than old town Sherwood.

The Mayor thanked her for coming and bringing her son.

Jeanette Hatcher, approached the Council and spoke of accessibility and said she moved to Sherwood in February and is visually impaired. She said she loves where she lives and Sherwood people have been wonderful. She commented regarding having concerns of crossing the street as there are no sidewalks on her side of the street. She commented regarding being very independent and mobile and said her mobility instructor suggested she call the City Engineering Department and said she spoke with City Engineer Bob Galati and he was fabulous. She said Bob has worked with her mobility instructor and they have a plan for signage and suggested tactile stripping coming off of Hwy. 99, so she can hear the cars. She said it is very scary when cars don't stop or are near her and said she is here to educate people about disabilities because visible disabilities are the most misunderstood. She expressed concern about her safety and said this town needs to be more accessible and suggested cameras or photo radar, or something to get people to stop. She stated that she has stood on the corner of 12th Street and Sherwood Blvd and cars do not stop, not even school buses. She stated that if Walmart comes to Sherwood we need to make it accessible for those with disabilities.

Mayor Middleton said Bob Galati will continue to work with her, and said he believes the Police Chief would also work with her and suggested a crosswalk sign. Mayor Middleton reminded the audience of the speed limits in town.

Mayor Middleton addressed the next agenda item.

C. Resolution 2013-029 Adopting the FY2013-14 Budget of the City of Sherwood, making Appropriations, Imposing and Categorizing Taxes, and Authorizing the City Manager to take such action necessary to carry out the Adopted Budget

Finance Director Craig Gibons said this is the budget that was presented to you by the City Manager.

The City Recorder asked Mayor Middleton if this was the agenda item that he wanted to postpone to a future date. Mayor Middleton said yes. The City Recorder reminded him that he needed to make a motion to remove the item from the agenda, and there would not be a staff report given, no citizen comments and the public hearing would not occur if it's removed from the agenda.

The following motion was received.

MOTION: FROM MAYOR MIDDLETON TO REMOVE RESOLUTION 2013-029 FROM THE AGENDA AND POSTPONE TO A DATE CERTAIN OF JUNE 18, 2013. THE MOTION WAS NOT SECONDED, MOTION FAILED.

City Recorder noted that without a second the motion dies and asked if there was another motion.

Mayor Middleton said he had no other motion and the City Recorder stated staff will continue with the business.

Craig Gibons said this is the budget that the City Manager proposed to the Council and Budget Committee in April. He said it was thoroughly vetted in April and passed the Budget Committee in the condition it is in right now, this is the same budget the Budget Committee approved. He said we have had on glitch tonight on one of the revenue line items. He said he would like the city attorney to clarify the source of the revenue for the shared revenue, \$172,000.

Mr. Crean said he looked up the statute and said the revenues under the resolution are distributed to cities throughout state under ORS 221.770 and the revenue comes from the OLCC, so it is alcohol tax based revenue drawn through the OLCC. The other shared revenue statute is ORS 221.760 and it draws revenue and shares with the cities and it comes from cigarette taxes, gas taxes, and alcohol taxes, where ORS 221.770 is only from the OLCC. Another difference between the statute is the other one, requires the city to certify that it provides certain services, and he referred to Resolution 2013-024 under the consent agenda that lists all the services the City provides to qualify the City to receive state revenues under .760, and said but to get revenue under .770 you don't have to certify that you provide particular services and the money comes from the OLCC. He stated the \$172,000 is built into this budget before you now.

Craig said this is the resolution for the budget and we have to go back to the resolution on the shared revenue and they would be a package.

Councilor Folsom asked if we could do that now, now that we have the answer to our question.

Mr. Crean replied yes and said upon a proper motion you can return something to the agenda in the same way you removed it. Councilor Folsom said since we have not opened the public hearing on Resolution 2013-029 would it be best to go back to 2013-027 or does the order matter. Mr. Crean

said as long as both resolutions get passed you're fine. Councilor Folsom said she thinks we should carry on with the current resolution.

Councilor Clark said she would like to make a motion to return to Resolution 2013-027 as she doesn't think we can pass one without the other. She said we have to know if we are accepting revenue before we can pass a budget that includes a line item of accepting the revenue.

MOTION: FROM COUNCILOR CLARK TO RETURN RESOLUTION 2013-027 TO THE AGENDA SECONDED BY MATT LANGER, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR GRANT WAS ABSENT).

The City Recorder reminded the Council they needed to make a motion to adopt resolution 2013-027.

MOTION: FROM COUNCILOR FOLSOM TO ADOPT RESOLUTION 2013-027 SECONDED BY COUNCILOR CLARK, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR GRANT WAS ABSENT).

Mayor Middleton opened the public hearing on Resolution 2013-029.

Nancy Taylor, approached the Council and said she would like to speak about the finance director and said she looked over the last two years of the budget, and looked over this years budget three times and said she called a friend who is CPA to help her with the budget as it did not make sense to her, he agreed and they reviewed it. She said she realized that she did not understand the budget because the City does not have a CPA working on the budgets and signing it at the end of the budget year. She stated her father who was a CPA was always responsible for what he signed off on and he was responsible for glaring mistakes and got in trouble for them, she said that's why it is called a Certified Public Account for a reason, and the certification means that if they make a mistake they can lose their certification. She requested that the City look for a CPA when they review the job applications for a new the Finance Director.

Nadia Belov, did not come forward.

Jim Claus, approached the Council and referred to Councilor Langer and a possible conflict of interest. He said the problem with the budget is there is no professional guidance. He stated that the city attorney is an advocate, not a lawyer for the City. He referred to the budget and the transfer of money to an art group. He said the City needs a city attorney to keep them out of trouble. He commented on the amount of money the City pays the attorney. He suggested that staff does what they are told and they have been told to find revenue to support the staff. He suggested that in 3 years the City will be broke because they have been stealing capitalized money and using it for expenses and no CPA would have done that. He made reference to Roy Rogers and the last City Manager resigning. He asked where the money is going and questioned how Sherwood went from one of the wealthy cities in the state to robbing from school children and double dipping on an Urban Renewal project. He said the money is gone and it has to stop and requested having a CPA dig into the budget and see where we are. He said it won't do any good to delay it and now is the time to audit the budget and said there is still a month left. He said Walmart is not going to go away, as much as we wish.

Anton Belov, approached the Council and spoke about the Fair Wage petition that has been collecting signature nonstop for the last few weeks and has over 1600 names and urged the Council to consider that petition because so far it has been completely ignored. He provided statistics about Walmart and said every American family spends \$4000 at Walmart every year, that is an average American household, and every American lives within 20 miles of a Walmart. He stated Walmart pays employees an average minimum wage and the full time employees earn \$19,000 a year, which means they qualify for food stamps and Medicaid and Walmart encourages them to apply so we pick up the tab, or people who actually pay taxes pick up the tab. He said we are paying very little money for plenty of products. He said he was born in Russia and referred to American supermarkets and the availability of products. He said it is wonderful to be able to get everything you want, but at what cost. He suggested being willing to pay more in taxes in Medicaid money and food stamps for the cheapest possible product you can get where 90% is being made overseas. He said the Council has full power to do something to stop this monster from arriving and destroying this town. He referred to Walmart's lack of taste, and said they are a tasteless employer in this country and referred to Victorian England where workers were kept at subsistence levels.

Mayor Middleton reminded that we are taking comments regarding the public hearing.

Anthony Bevel, relinquished his time to Jennifer Harris. City Recorder

reminded Jennifer Harris that she will have 4 minutes to speak.

Mayor Middleton questioned the limit to Ms. Harris not being 8 minutes and the City Recorder replied, that is a Council decision.

Jennifer Harris, approached the Council on behalf of the Sherwood Community Action Committee and commented on the FY 2013-2014 budget. She stated that several citizens are reviewing the budget and have found several things that are concerning. She said in light of the resignation of the Finance Director the group is requesting a third part review by a CPA before the budget is approved. She stated that one major concern is the request by Chief Groth and his ability to retain the staffing levels to maintain the safety that we enjoy. She urged the Council to be fiscally responsible to the citizens of Sherwood and have the budget reviewed.

Patti Spreen, approached the Council and thanked them for serving on our behalf. She asked questions regarding the budget and asked about the IT Department purchase of a phone lease costing \$25,000. She asked if we pay for staff cell phones both professional and personal and if it is just professional how they are monitored. She stated that our operating costs for FY2013-14 budget year hit the \$20 million mark, the highest it has been since FY2010-11 versus our capital expenditure which is under \$5 million, the lowest since FY2010-11 and said this is concerning. She stated the staff and the Council continually raise the general fund and the personal services when our capital is the lowest it has been in 4 years. She noted in one year the total personal services budget increased by \$770,892. This year they will spend \$9,433,134 total in personal services. She defined the personal services as including city staff salaries, wages, payroll taxes and benefits. She asked how transparent this is for each individual staff person and said she is curious how many city staff we employ under that number. She noted the supply expenditure had a gain of \$320,964 in one year totaling \$492,690 and in the FY2012-13 budget it increased to \$813,654 for the proposed budget for FY2013-14. She stated that has almost doubled in one year. She noted \$206,940 was spent last year on furniture and equipment expenditure, and this budget alone you

have allotted \$462,809, which is more than double the FY2012-13 projection. She asked if someone is furnishing a new office and referred to a work session where this was discussed. She stated our total beginning fund balance is \$16,467,428 after all sources and revenue are added in the budget it is at \$40,919,336. She stated 25% of the budget goes to city staff, their salaries, taxes and benefits. She asked if this is an average city staff salary. She concluded that the following can be found on Page 8 and 9 of the executive summary of the FY2013-14 budget where the City Manager's budget message noted that Chief Groth requested additional staff to begin to achieve the staffing level that he believes our city needs to maintain a safe community. She noted that Mr. Gall's proposed budget does not fund those requested positions and he stated that himself. She stated that street operation and street capital project funds relies on grants and intergovernmental revenues to fund projects and they are insufficient to complete the projects in the Transportation Master Plan.

Kendra Kurtz, approached the Council and offered her support of the FY2013-14 budget. She said she loves the parks, the streets, the events, the schools, the businesses and the community which all make this home for her and her family. She appreciates all the city services that were kept in place, including building the new cultural arts center, and the proposed staffing of the Community Services and Community Development Departments and the Police Department. She said she appreciates how hard the Police Department works to protect our city and believes the officers are very valuable and said she supports Chief Groth and the officers in this approved budget. She said this budget will effectively support our city this next fiscal year however it is clear that future budgets will have to allow for adding officers to our Police Department and putting aside funds to improve our parks and the new cultural arts center. She has no doubt that with our kind and knowledgeable staff that this will be done. She thanked the Mayor and Council for their countless hours of commitment to our City and said they are valued and appreciated and trusts that they know their community and citizens well enough to accept this approved budget so we can move forward in things like improving parks and building a cultural arts center and other projects that can be done this fiscal year to continue to make Sherwood great.

Neil Shannon, approached the Council and said he was part of the Budget Committee that approved this budget and recognizes the Sherwood Council as the elected members have the final authority of the budget and they have the authority to change any of the suggestions that were made by the budget committee. He said he attended the work session that was held by the City Council, after the budget was approved by the Budget Committee, and he was surprised to learn that Mayor Middleton may have been a little timid at the Budget Committee meeting and he voiced some concern that he did not feel he was heard by the committee and that there may be some major changes coming to the budget. He said the citizens on the committee are there to provide guidance and to provide feedback to the elected officials for the budget activity and said perhaps they did not do their job as well as they should. He said he hopes that in future budget sessions that Mayor Middleton feels that he can bring forward anything and that he allows the citizen to participate as part of the budget. He said he remembered a few years prior to him joining the Budget Committee where the funding of a skate park was discussed and 7 elected members of the Council were in support of the skate park and 7 citizens member of the Budget Committee were opposed to the skate park and the skate park idea died because it was a tie vote and said that is clearly how citizens can participate in the budget. He reminded the Council that during the discussions of the budget there was some staff goals in regards to contingency funds and now that the accounting system is including some reserves that are being put into contingency funds he wants to make sure the staff goals do not include those automatic reserves.

Susan Claus, came forward and commented on the changed fee structure for the SDCs and said that part of what is inherit in this document is a certain level of SDC activity, and that's going to effect it, she is assuming it is. She noted that Councilor Langer recused himself on the earlier one and said it seems appropriate if part of this budget is driven by development and specifically the development that is supposed to come online, it seems appropriate and it looks like a conflict. She referred to the collection of monies that the City is receiving, the \$5.1 million dollar grant for Cedar Creek Trail and she encouraged the Council that it is exactly the problem that we are dealing with on the turf replacement, this is what she talked to the Parks people about, and it should have been dealt with at the Budget Committee level. She said the City has taken out the asset appreciation fund of \$204,000, we wiped this out, and we cannot keep making capital projects just because a grant is available if we as citizen of this town do not have a plan to do the maintenance. She noted this is part of a huge project that goes all the way from Wilsonville to Durham but we are responsible for the Sherwood portion and the \$5 million isn't going to go anywhere and it will get absorb very quickly and she said part of the problem and part of the reason why the staff gets so excited is they take at least 20% off the top and that goes into the general fund. She said it is not a \$5.1 million grant but minus the 20% that goes in the general fund and goes to, like in the case of the Planning Department, there is a deficit on the report on the budget we have here, it is a \$450,000 budget, and now we are trying to collapse that Planning Department into administration so there is less transparency and said that does not make any sense. The Planning Department is supposed to be driven by development and if we don't have development we shouldn't do what we have been doing the last 3 years by changing the codes so a Walmart can slip in here without anybody knowing it is a Walmart because we deal with the generic big box and make code changes ahead of time so they can waltz in. She said her point is if we are going to have a planning staff it has to pay for itself, and said all the departments are trying to pay for themselves and we all recognize that the Police Department doesn't pay for itself as it doesn't generate a lot of money, maybe in the fines but that goes into the general fund. She said we need our police force. She said that can't be left for another day there has to be something in there and Cedar Creek trail is only one of the projects and there are a lot of other projects slated and already in the ground and we have to get that handled and if we have to make reductions somewhere else that is what we have to do. She said you don't need a truck to change the letters on the Robin Hood Theatre sign, you can use an extender pole and that is how we used to change the sign and that will save a little bit of money. She asked the Mayor for one more minute and said that in our funding we only show \$84,200 for legal and we show \$840,000 for professional and services and it is disingenuous if we are paying more than \$84,000 a year for legal fees it is disingenuous not to put that under a discreet heading and to try to put it in a fund for professional services. She said part of the reason our RFP is being sent out is because we are saying we are substituting our office of city attorney for legal services and we need to discreetly outline that in our budget, it is part of our Charter and said that needs to be transparent and we need to get the Planning Department so it is back to being transparent, so if we are carrying them we need to know why we are carrying them and not hide them in the general fund and take 20% off grants and 40% off projects and hide them in the general fund and pay our expenses that way. She said everything is too expensive that way and we have no counter on that override and asked who decided the 40%, and who decided the 20%, she said it is the same discussion with the SDCs.

With no further public comments, Mayor Middleton closed the public hearing.

Mr. Crean asked Mayor Middleton in checking in with Council Rules, if he had Council consent to go past 9:30 pm. Mayor Middleton asked the Council and informed the public that some Councilors may

have to leave but he is willing to stay until the end to have it go on the record and reminded the public that the Councilors can watch the citizen comment portion on the video. Council President Henderson and Folsom reminded the Mayor of maintaining a quorum of the Council. Mayor Middleton stated he wanted to hear from everybody.

Councilor Folsom said we need to be clear, and that she is not her best after 4 hours and 40 minutes and commented regarding having our day jobs. Mayor Middleton said we have not started Public Comments yet, we are still on the budget. Councilor Folsom said we need to do something with the matter before us and said we need to have this discussion amongst Council and asked how the rest of the Council felt about continuing and said we need to do something with the budget and address the matter at hand. She said she does not mind staying late to listen to public comments, but she had questions about the budget.

Mayor Middleton asked if everyone was okay with 10:30 pm.

Mr. Gall asked to make a suggestion and said the Council has held the hearing on the budget and suggested the Council could table action on the budget until June 18th, and if there are specific questions the Council has from hearing from the public on the budget, staff will get answers and bring them back to the Council in two weeks. He said the only caution he has is state law requires the Council adopt the budget by June 30th. He said they have time and don't have to take action unless Mr. Crean knows something different. Mayor Middleton said that he tried to table this earlier because he was receiving emails from staff regarding budget issues tonight and that was one of his reasons to table it.

Tom Pessemier reminded the Council that we have the URA Budget that has been noticed and if we don't at least have the public hearing for the URA Budget, we will have noticing issues we will have to deal with.

Mayor Middleton asked the Council if we would have a quorum for a July 3 meeting to deal with all of the issues that are being pushed forward. Councilor Folsom said we need to pass the budget by June 30.

Councilor Butterfield said that he would not be available on June 18, and would just as soon deal with the issues tonight.

Councilor Folsom agreed to move forward.

Mayor Middleton said he wanted to go forward on the budget and get some of the Council comments heard and said he has some things to say for the public.

Council President Henderson said the one advantage to opening the budget and hearing from everybody, is if you had tabled to the 18th, none of those questions would have been answered, because we would have had to hold a special session to adopt by June 30th, she said there is some advantage to opening the hearing, taking public comments, giving staff time to respond.

Mayor Middleton replied some of that is true but he doesn't want to pass the budget tonight.

Council President Henderson replied, law requires us to pass the budget.

Councilor Folsom said we have to make sure that we are not disrespectful of the process that occurred two months ago. She said there were 7 citizen members on the Budget Committee who came and spent several months working on this process. Mayor Middleton said doesn't believe he was disrespectful; he just didn't have time to get his questions answered. He said he asked questions of the City Manager and received no answers. He said it is not disrespectful to the Budget Committee, they volunteer and if they don't want to do it we have plenty of others that would volunteer and he said he just doesn't like the budget.

Councilor Clark said maybe it would be prudent to take the City Manager's advice and get some questions answered and look at it fresh on the 18th.

Councilor Folsom reminded that Councilor Butterfield will not be available. Councilor Folsom said she appreciated the fact that this is the most public comment on the budget in the past 5 years and she appreciates the citizen engagement and said we can answer some of the questions directly and that will help the citizens learn about the process. She asked Julie Blums to answer questions that came up during the public hearing.

Councilor Butterfield commented that he voted to pass the budget the first time and he will vote for it again.

Council President Henderson asked the Council if staff should respond to the questions that were brought up.

Craig Gibons said he would address some of the questions, the ones that were clear as some questions were not clear. He stated that the asset depreciation fund has not been wiped out, we transferred it back to the individual funds and every year we have increased the reserve, the vehicle and equipment reserve, during the budget process. Councilor Folsom asked Craig to remind us of the reason why we did that, we allocated the asset depreciation fund, and you came back to us in the next cycle, through the Budget Committee process and said we need to do it this way, it's more effective to follow what needs to be maintained, specifically the equipment of the City.

Craig said that is correct and an issue of transparency and said when he first got here, one of the issues was too many inter-fund transfers and said you can't build an asset depreciation fund without transferring money in and out, so let's wipe that out and build reserve within departments. He said the Water Fund has a reserve for water fund replacement equipment. He said the asset depreciation fund was not wiped out, the fund was eliminated, the money was not wiped out.

Councilor Folsom said it's following the equipment we are trying to maintain and said we are trying to be more responsible and referred to 2 years ago in the budget cycle process when the Council adopted standards. She said there used to be no threshold for reserves that we were required to maintain, now the threshold is 20% reserves and in this budget we have a 27% reserve. Craig stated the general fund reserve has gone from a negative number 4 or 5 years ago to a positive number and is now in excess of your goal.

Councilor Folsom addressed the concerns about an audit and she said that we are audited annually and she asked Julie to explain the budget process that we go through with the state to qualify for certain standards. Julie said the Oregon State budget law has strict rules about how the budget

process works and how the budgets have to be put together and presented. She said we go through that process every year and we conform to the budget laws at a higher standard and we qualify for the Government Finance Officers Association Budget Award because we hold our budget to a higher standard than legally required to. At the end of the year an audit firm comes in and audits our budget versus what we actually did to ensure that we conformed to the laws.

Councilor Folsom asked Mr. Gall to speak of the audit and the recent hire of a new audit firm. Craig responded that 2 years ago we did an RFP for a municipal auditor and received 7 responses, we screened them and selected a firm to conduct our audit, we selected a highly recommended firm even though it cost more because the Council wanted the best auditor we could get. That auditor has done 2 audits with us and will begin the 3rd audit. Craig said we are also preparing our annual financial statements to a new standard called a CAFR (Consolidated Annual Financial Report), which is again higher than legally required. He said it is to meet a higher standard set by the Government Finance Officers Association. He said things are in better shape than they were 4 years ago.

Councilor Folsom said we have in the budget process, which may not be common knowledge, and explained that they schedule 3 meeting with the opportunity to do more if needed where we go through the departments and talk about each of the areas. She said the Council understands the phone lease for \$25,000, she asked Julie to explain it to those who did not attend the budget meeting. Julie said we entered into the phone lease 2 years ago and it will be our 3rd year on the lease and at the end of it we will own the system, she said it is not a typical lease where you return the equipment. She said the total cost is \$100,000 for the entire phone system. Councilor Folsom commented regarding the functionality of the city phone system and the ability to take payments, it being a professional broad system made to be efficient.

Councilor Folsom addressed the concerns of staff cell phone and said there are a couple of people that have cell phone but they are the staff members that are required to have them for their job. Craig said managers get a cell phone allowance and are expected to use the cell phone for work related issues 24 hours a day and for keeping tabs on their city email.

Councilor Folsom commented regarding appreciated the detailed review of the budget by an individual and addressed the concerns regarding supplies and said that supplies are not just paper clips and asked Craig to explain. Craig said one of the supplies on that line item, which is over 1 million dollars are water purchases from Wilsonville. Craig said our budget is a 40 million dollar budget and about a quarter is spent on personal services and said that personal services buys supplies and material, such as gravel, fertilizer, computers, etc. and it also engages contractors in the private sector to do work, such as landscape companies, road repair companies, etc. a quarter of our budget is personal services the rest is all money that goes to the private sector to get the work of the city done. He said we contract out services and our budget is the balance between doing things in house and doing things more efficiently out of house.

Councilor Folsom gave a specific example of work done in house is the contract with the school fields where it is more efficient for our community to pay for only one set of equipment and vehicles and the schools have appreciated the supporting help. She commented regarding some people not hearing about this agreement with the schools and there being articles in the newspaper. Craig said that is correct, we provide the grounds keeping service and they reimburse us, we provide the scheduling service and they reimburse us, we provide half a police officer to the schools and they reimburse us, it is a partnership. Councilor Folsom said partnerships are beneficial and referred to a time when the

relationship between the City and the School District was contentious and is appreciative for the work that has been done to save the citizens money and to leverage the dollars.

Councilor Folsom stated that most people don't have a full understanding of PERS and commented that the people here may consider contacting their legislators regarding PERS and asked Craig to explain how PERS affects our personal services budget. Craig said unfortunately with PERS they only have two sources of revenue, revenue from interest earnings and revenue from employers. Craig said if interest earning go down the revenue that employers have to pay in goes up and the Legislature struggles with this every year and tries to bring down the costs. He referred to the major changes when they went from Tier 1 and Tier 2 in 2003, to Tier 3 and said that was the year when they made significant changes and we have felt relief from that but it is just a bear. Councilor Folsom said the State has to address this because the Legislature guaranteed retirees an 8% return on their investment and no one get an 8% return and during the recession we lost lots of money and that is why it costs so much now. She heard the Sherwood School District cost for PERS in 2015 will be 27% of their budget. Craig said ours is lower because we have a different mix of employees. Councilor Folsom said it is a tough deal and we are trying to compensate for a failure that happened years ago. Craig said the rules are set by the Legislature.

Councilor Folsom asked questions based on her notes from the citizen comments and asked Chief Groth to respond to concerned that have been raised regarding his budget and the number of police officers he has. Chief Groth said he supports this year's budget and his issue is that sustainability needs to be addressed. He is looking, as previously discussed in a work session, to establishing a process where the community and the Council can discuss what level of service they want from the Police Department and said once we figure that out we can address numbers. He said he shared information at the budget committee meeting and said he does have concerns about sustainability that we need to focus on. He said if we added three bodies now that would be great, but in three years we don't know if this will mean anything. He said we as a community need to talk about the level of service as a community. Councilor Folsom referred to the work session where the level of service was discussed and said individuals that are here may be interested in that information and asked that the information be put on the city website.

Councilor Folsom asked if all of the questions had been answered. Craig answered the question of number of city employees and he stated 100. Council President Henderson said that information is on page 85, and contains last year's number and this year's numbers. Julie said yes, the projected number for this current budget is 101 and next year's budget is 99.

Councilor Folsom asked Mr. Gall if this is the smallest budget in 10 years. Mr. Gall said yes, if you look at all funds, so all the spending that we are proposing for all funds, for a budget of \$40 million. Council Folsom asked what was last year's budget. Julie responded \$45 million was for the current fiscal year and the actual for 2011-12 was a little over \$45 million and the year before that was \$61 million for 2010-11.

Mayor asked if this includes water. Julie replied it includes all funds. He said the big jump could have possibly been water and the big plans we were doing in building. Julie replied part of that was the refinancing of debt service and if we pulled this out it would still be \$51 million.

Councilor Folsom clarified that \$51 million to \$40 million over the course of 3 years and said that she hoped she helped citizens get some answers and hopes they will be part of the budget process,

which is a yearlong process, and said we have meetings monthly and there are often openings on the Budget Committee. Mayor Middleton said he would like to see a list of what has been cut in the past and where we have increased the spending.

Councilor Clark agreed with Council Butterfield that we have vetted through these issues and we have a balanced budget and in the future we need to plan for issues like the replacement of the artificial turf and parks terming out as far as their life and said she is committed to doing that but as far as this budget goes we need to move forward and adopt the budget. She seconded Councilor's Folsom comments and would love to see additional involvement in the budget process.

Councilor Langer agreed with Councilor Clark.

Council President Henderson asked staff if they had any questions from the public comment period that were not addressed. Mr. Gall said no. Councilor Henderson said this is her 10th budget and every year we have done a better job and it has become more transparent and easier to read. She said the Council serves on the Budget Committee with 7 members of the public, and would like to agree with Neil Shannon that during the budget process we had the opportunity to ask questions. She referred to the diverse background of the citizens on the Budget Committee, such as a retired accountant, a former fireman, a former public employee, a financial analyst, a former member of the Navy who worked as a contractor, a CPA, a building welding construction inspector, and an engineer, and she said that most have been participating in the community for a long time. She said that we can make improvements to the budget, but tonight is not the time and we have an obligation to adopt the budget, and we have staff that is working on projects and we have a short window of opportunity for construction projects in our community, and most start in July and we need to move forward. She said this is her reason for wanting to move forward tonight and said it is not a perfect budget, but it never will be. She said in last year's budget, for the first time since she has served, our property tax receipts decreased, which means we are having compression and the home values are compressing towards their assessed value. She said she has enjoyed working with Craig Gibbons and said he has done our city great service and has made great improvements to our budget process and has been instrumental working on the ending fund balance that you see in our contingency, we had a goal of being at 20% and we are now at 25% or 26% and she said that did not happen overnight. She said he is leaving to go to another taxing authority, not under some controversy or misappropriation, but because he has an opportunity that interest him and we wish him well and will miss him. She said it is time to adopt the budget and she addressed Mayor Middleton and said that she understands that he has concerns and frustration and said we meet every Monday and you never said anything to me in the last two weeks about wanting to do this or wanting to take more input or poll the Council about having a first reading and a second reading which can be done. She stated that as Council President she is placed in a difficult position of wanting to move forward but wanting to address your concerns and wanting to do something about them. She said there was no notice about the Mayor wanting to postpone the budget and there was no information going back and forth from staff. She said we are all available and live in the community and email every day and would have likely been open to consideration but this isn't a very collaborative way to function when we have a deadline looming. She thanked the public for looking at the budget and said having a room full of people is not an indication of bad news but that people are involved and interested.

Councilor Butterfield stated when he first got the budget he was concerned and spent hours going through it and trying to figure it out and understand what was going on. He said he spent a weekend with a friend who is a CPA going over the budget and forming questions which he and Councilor

Langer then took to staff. He said the questions were resolved and that is why he knows the budget is balanced and he supports it.

Mayor Middleton said he knows the budget is balanced and does not have an issue with that. He said that people are saying that he is the minority on the Council when he tries to save money. He said he looked at the budget going line by line in each department and asking them to be reasonable and asked what they could do to trim your budget and commented regarding water and SDCs. He said that parks are not being maintained this year and we pulled out a park that we were trying to maintain and upgrade and put in a study for another park, which means we will have staff here and more staff hours. He said we promoted 3 people in the last 6 months in one department that adds to PERS, benefits and 25% of the budget is staff. He said that is astronomical and we are building position after position here and they always want to raise fees and keep moving down the road and paying all of these salaries. He said it is the citizens not the employees here. He did go back on the budget and tried to make line item cuts and he was not very happy with the last budget committee because he was railroaded and they would not answer his questions and went right over the top because they don't think the citizens are listening. He said this is the greatest thing happening and it is your money and we are not going to have money for parks and we are not going to have money for a lot of things the citizens want and what he wants for this community because we will just rubber stamp this budget and have more employees and keep moving down the road giving perks to people, giving cars to take home, cell phones, etc. He said he pays for his own cell phone and doesn't get a salary and is retired and asked why they can't pay for their own cell phones. He said if you go line by line it is outrageous what they want and that was one of his things. He did not go to the Council to pull the budget because he wouldn't have gotten support. He said he still has questions about the budget and he feels it was generated by city staff and the public didn't have the proper input, but they didn't show up so it is part our fault too. He said that there will be a tax increase this year as one of our biggest budget items, the franchise fee for PGE, stand by that is going up and will be passed onto the citizens. He said he does not understand spending and said if you only have \$50k you are only going to spend \$50k, but if its public money they just take it from the trough. He said he appreciates the concerns of the residents and said he wrote budgets for almost 30 years and he does know how they work and doesn't agree with what the Budget Committee did and he takes a different perspective from the other members of the Council, which is why he ran, and he hopes 3 more people run that are interested in the budget. He said we are living on more taxing and more fees. He referred to the Police Department and said when they ask for more officers, they need to tell us why. He said the Police Department is doing a great job but could do it more efficiently. He said that as long as they continue to spend and keep saying we don't have enough staff it will continue and we will go bankrupt.

With no other comments received the following motion was stated.

MOTION: FROM COUNCILOR BUTTERFIELD TO ADOPT RESOLUTION 2013-029 SECONDED BY COUNCILOR FOLSOM, MOTION PASSED 5:1, (BUTTERFIELD, HENDERSON, FOLSOM, LANGER AND CLARK VOTED IN FAVOR, MAYOR MIDDLETON VOTED AGAINST (COUNCILOR GRANT WAS ABSENT)).

Mayor Middleton addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS

Councilor Folsom congratulated the Sherwood Foundation for the Arts and specific members for putting on their first annual Altered Arts Festival on Saturday and recapped the event participants and said she understands every vendor will be coming back next year.

Council President Henderson asked Chief Groth to provide a brief update on the power outage that affected Sherwood. Chief Groth said we had a tree go down and take a wire out and that caused a domino effect and transformers blew and then a power surge. He said several people lost refrigerators and microwaves, etc. He said a vast majority of Sherwood was affected and it went up the Hwy. 99 corridor. He said it became a PGE and a fire event, but no fire call, the Fire Department was overwhelmed and we sent someone to the Tigard Central Operations Command Center and partnered with TVFR and started checking houses to see that people were safe. PGE was trying to get it resolved and it took time to get some areas back because they wanted to make sure that everyone was safe. Chief Groth spoke of partnerships with other agencies and responding to priority calls.

Councilor Clark said that her son turned 10 today and she reminded everyone to come and support the Cruisin' Car Show this Saturday, June 8, from 9 am to 6 pm in old town and said we have the benefit of having Representative Davis and US Representative Suzanne Bonamici attending the event. She said it was brought to her attention in the work session last night that she made a comment that inferred that she knew what someone's motivation was, and that was Councilor Langer, and she apologized to him and said you can't look into the heart of anyone and know what their motivation is and she is not too proud to admit when she has done or said something against someone else and will try to do better.

Councilor Langer thanked Councilor Clark and also reminded everyone about Cruisin' and said the Sherwood High School Arrows Dance Team are having a dunk tank and challenged Jennifer Harris to participate alongside him to support the cause.

Mayor Middleton interacted with the audience and spoke of receiving citizen comments and asked that if a topic is shared amongst several people to select a representative to speak on behalf of the individuals. He announced that we are working on ordinances from the meeting yesterday.

Councilor Butterfield congratulated the Sherwood High School Bowmen baseball team for winning the 5A State Championship.

Mayor Middleton addressed the next agenda item.

11. CITIZEN COMMENTS:

Pam Shelton, did not come forward

Debra Pearce, approached the Council and said she counted over 120 people at 7:00 pm and said there is only about a quarter of those people left. She said they were all there for one purpose, the discussion of the Walmart, and said the community needs another meeting when everyone is fresher and level headed. She commented that we all have jobs and are very tired and everyone is volunteering for the community, both the Council and the audience, and said we need to keep it civil and be nice to one another.

Mayor Middleton asked staff if it was possible to have a meeting solely dedicated to this issue, and said we can have everyone give their statement. He said, if we are down to that few people, shouldn't we wait and hear it at one meeting. He stated that by law the Council is required to act on certain things. Mayor Middleton interacted with the audience regarding public speaking and focusing on what the public wants the Council to do, not just you not wanting a Walmart, he said we know and we need a list of what you want us to do and said that we are working on the ordinances. Open discussion with the Mayor and the audience occurred.

Councilor Folsom asked staff and said that it would be beneficial to call an extra meeting and just have citizens know that this is their time. She noted that we have agreed to take citizen comment and we should follow the process. She asked the City Recorder to go through the names and call the citizens forward in order. Mayor Middleton said the citizens could defer their comments to the extra meeting.

Ruthanne Rusnak, did not come forward.

Jennifer Harris, approached the Council on behalf of the Sherwood Community Action Committee and requested that Council adopt the ordinances to protect the welfare and safety of our citizens. She indicated she had over 800 letters (see record) in addition to the 700 that were presented two weeks ago and said that there are 1500 people in town who said these ordinances are important to us. She stated the ordinances need to protect us and do what is right by the citizens. She said the letters have been collected over the past two weeks and urged the Council to protect our way of life. She thanked the Council for the work session on the suggested ordinances and commented regarding information she sent to Mr. Gall via email, the Washington DC Living Wage Ordinance (see record), and said this living wage ordinance could easily be amended for Sherwood and would cut out a lot of time in research and make it a very simple process for the Council. She asked the Council to consider using this as the basis to help protect workers and taxpayers in Sherwood and to draft similar ordinances for our town. She referred to the City's Mission Statement which reads the City of Sherwood will provide services and infrastructure to support the highest quality of life for our residents, businesses, and visitors in a fiscally responsible manner. She stated the mission statement supports the ordinances they are requesting. She asked Council to remember that they are here to represent the city residents, and they have spoken in favor of the ordinances. She noted that the Council has thanked the citizens for coming and finally being involved, and said they are involved and we are not going away, and ask that the Council hear our voice and involvement and do what they ask. Mayor Middleton thanked Ms. Harris and said he just received the ordinance information and has not had time to review.

Brian Harry, deferred his time.

Lori Stevens, approached the Council and presented a document (see record) and said she attended the work session and said she is here to rebut some of the information given in the work session and said the Council thanked the citizens for their involvement and said it has brought us citizens together and said nothing will slip by this community again. She said Council will see this type of attendance for the rest of their lives at these meetings and said the meetings will be from 7 pm to midnight for the rest of their lives. She said the budget alone should have been its own agenda item, especially since the Council knew the Maid Marian Court presentation would take time. Mayor Middleton agreed. She stated the work session was self-serving and it was very apparent that most of the Council does not represent the true spirit or feelings of the residents of Sherwood. She

said there were many comments made by Council members that were to their own agenda and very obtuse. She gave examples of the comments that were made regarding RV parking and getting a ticket and commented regarding using common sense. She noted items that she heard at the work session that astounded her and said she did some research and based on Bloomberg Business Report from January 2102, Walmart no longer offers health benefits for employees who work less than 24 hours per week and they do not disclose how many workers are part time and reported an increase in part time staffers even though there are employees reported seeking full time status. She said between July 2005 and June 2011 Walmart settled an estimated 70 state and federal class action wage and hour lawsuits and said they lost one jury trial for over 1 million current and former employees costing the company over \$1 billion dollars. She said the company reports higher numbers, but the average employee makes \$8.81 per hour and an average salary at 34 hours a week, equaling \$15,500 per year. She said either Walmart was not truthful in their discussions with Councilor Folsom and Mayor Middleton regarding their wages for their employees or the employees were not truthful in their interviews. She said this is a matter of public record and this is Walmart being less than truthful and urged the Council to follow up. She said with regard to the RV parking, one Council member indicated that Walmart does not support that, she said this is false and referred to guidelines on Walmart's website on how to get approved for RV parking. She referred to her handout that list US cities that currently prohibit RV overnight camping in parking lots and said don't try and tell her it is something that it wouldn't be easy to do or that we can't enforce, if we have to mark tires. She said it could be like handicap parking, or on an honor system, if you see someone doing it you call the police, you don't have to have the police going out and sticking stuff on peoples tires. She said two of these were specifically geared towards people camping at Walmart, the cities made the ordinances so it couldn't be done at a Walmart parking lot, we could do it for any big box. She referenced her handout and a couple more websites that indicate where you can park your RV and which ones have it.

Mayor Middleton thanked Ms. Stevens for her comments and stated that he wanted everyone to come to the meetings.

Sally Robinson, did not come forward.

Kathy Hollamon, came forward and referred to an email she sent to the Council and said she is a Sherwood citizen and before the Walmart announcement she did not have an opinion of Walmart, she doesn't shop there and doesn't have any history and had no knowledge of their practices. She said she heard from people that this is not something that we wanted in our town. She said she did some research and said there is a lot out there as you can imagine, and said the main reason she wanted to talk tonight is to let the Council know this is not a vocal minority in our city that is asking you to pass these ordinances. She said she went to 100 homes in her neighborhood and spoke with people and there were only 6 people who were not in favor of the city ordinances and the other 95 were. She said many residents voiced concerns that it was a done deal before they were notified and asked if the city ordinances would even make a difference. She said her reply was its our best chance and said City Council asked for 3000 petitions at the last city council meeting so many of us concerned citizens hit the streets and said she is not sure what number they are at but said it is clear that people made their mark and have voted for a lot of different reasons. She asked the Council will they represent the citizens who elected you and pass the ordinances or your own interest or own agendas. She said the city ordinances will define as a city how we feel about quality of life in our town, so whether or not it's Walmart or some other big box store or other store, people unanimously believe we don't need a 24 hour store, no overnight RV

parking, and health benefit-sick leave for employees. She said she is not aware if the Council knows, Walmart is saturating the Portland Metro area with Walmarts and what they do is they go in for a period of time and pull out the ones that are not profitable enough for them, then we have hundreds and hundreds of empty Walmarts. She said there are over 300 empty Walmart buildings in 41 states because these ginormous buildings cannot be occupied by many large businesses. She urged the Council to consider an ordinance requiring Walmart, if they leave Sherwood, that they come back 12 months later and if their building is still vacant, and they have to pay to tear it down and rebuild or have someone else be able to develop into small parcels that can be developed. She said they did this in Naperville, Illinois and had some success.

June Reynolds, came forward and said as the Council can see, we have a result here where all of a sudden the population has awoken and she is glad to see that what she would consider the new comers to Sherwood, since she has been here since 1962, are beginning to see the value that elders put in our community so many decades ago. She stated there has been no citizen input or any real good notification until recently. She said as she went around asking people if they knew there was a Walmart going in just down their street, not more than 1000 feet from their backyard, people around Hall Street and Nottingham Court area did not even know about a Walmart and hadn't heard anything, some hadn't read the paper, and her neighbors did not receive any notification and she did not receive any notification that this was actually going to happen. She has known through previous spotty meetings that she has gone to over the years, that something was going to happen but nothing specific. She said people asked her when the meeting happened and what was the result, she said she replied she did not know. She said people are worried about the traffic situation and said some of her neighbors are here tonight from the Nottingham and Hall area, and they have probably left now. She said there was a number of people who said they would come and stand with her, she stated this was the old Japanese area where the Japanese school was. She stated we are living in hard times and is worried not so much about the specifics of what is going on, but the fact that she doesn't know if Sherwood can sustain all of this and has spoken of this for many years. She asked what do we make, we make consumers that consume plastic goods from China.

Patti Spreen, approached the Council and said she delivered the June and Carl Reynolds appeal to the City on May 31, 2013, 18 days after the they found out. She stated for the record, June and Carl Reynolds have done nothing wrong, they were not properly notified. Both the City of Sherwood and Langer Gramor Development, held the responsibility to properly contact all residents within 1000 feet of the proposed parcel. She said June Reynolds was listed on the mailing labels enclosed in the original application, and said what is concerning is that not only were residents not notified but the mailing affidavit filed by Mr. Matt Grady on January 19, 2012, was not legally notarized. She said this is concerning on many levels and the City still accepted an un- notarized affidavit. She said on Friday when she dropped off the appeal initially to Michelle Miller the Associate Planner she attempted to inform me that the 21 days to appeal from the November approval date had passed. Ms. Spreen stated she informed Michelle that this situation was different because the Reynolds did not get noticed of the development until May 6, 2013, concluding by law they and any resident within 1000 feet of the subject site have 21 days from the day they are notified to appeal and we are supposed to start at the city level. She said once they exhausted this process they have other options. She said on behalf of Sherwood residents within 1000 feet from the proposed Walmart development site, I'm asking the Council, to vote to waive this \$6800 appeal fee as this was an administrative mistake on the error of Langer Gramor Development and the City of Sherwood. She stated for the record, a memo was written by Michelle Miller, under the advice of City Manager Joe Gall, this memo was to include an appropriate deposit to charge June and Carl

Reynolds. She said in the interaction Joe had with Michelle, he asked as follows: he asked her how many hours of attorney time would it take the city attorneys to go over this appeal as well as how much administrative time it would take her personally, she then estimated roughly three hours for the attorneys and two hours for herself. Ms. Spreen said from this discussion an arbitrary deposit fee was concluded of \$600. She said also noted within an email, she personally asked City Manager Joe Gall if he could waive the deposit of \$600 or split the difference with her, he replied per city code he could not waive developmental fees and said the power lies with the Council. She stated this is not a development fee, this is an appeal fee, and they are appealing because not all residents within 1000 feet of the proposed site were properly notified due to an administrative error on the behalf of the developer and the city.

Naomi Belov, came forward as well as Patti Spreen. Ms. Belov deferred some of her time to Ms. Spreen to allow her to finish her comments. Ms. Spreen asked the Council to decide on the decision to waive the \$6800 appeal fee tonight. Mayor Middleton stated he would have to get the City Attorney's opinion. Ms. Spreen stated she was referred to the Council. Mayor Middleton replied they just can't make decisions, they have to put them on the agenda. Ms. Spreen stated she emailed Mr. Gall on Friday. Mayor Middleton stated the Council would come back to this at the end.

Ms. Belov stated she would like to reiterate what others have said about going door to door. She said they have been left out of the process and stated it is almost 11 pm and many of us are just getting a chance to speak and said this has to change. She asked if the Council is giving us a chance to talk about Walmart, and asked when is the next time that we will be able to do this. Mayor Middleton said he believes they agreed to have the City Manager have a special meeting where all of this can be dealt with. She asked when and said we are getting close to groundbreaking time and we need to do it next week. Mr. Gall said we will look at next week and will poll the Council for their schedules and the schedule for this room and getting proper notice, which is 24 hours for a special meeting. He said he would start looking at the schedules tomorrow morning and will try to get something scheduled. Mr. Gall asked what time the Council would like to start the meeting and mentioned Monday or Wednesday and stated the need to have a room that will fit everyone and start at a time that is appropriate so you can hear from everybody. She referred to the petitions that she delivered at the last meeting and asked who is in charge of reading the petitions because there is valuable information, people who are concerned mainly about the traffic and others that are concerned for many reasons that you have heard tonight, she said she can't speak for the 1000 people that filled them out. She asked the Council to tell her who reads them.

The City Recorder said all correspondence received by the Council are the Councilors obligation to read and said it is considered part of the record. She said some documents have a permanent retention and others have 5 year retention. She said everything that has been provided to the City Recorder has been cataloged and placed in the records room and it is up the Councilors to read them. Ms. Belov asked what the retention was for these petitions, the City Recorder stated 5 years. She asked each of the Councilors if they have read any of the petitions and if they intended to read them. Councilor Butterfield responded he had not read them that he intends to and said he is still trying to keep up on all the emails. She replied if he is representing us as a Council, it's your job to read the correspondences. Councilor Butterfield replied she did not need to tell him what his job is and he said he would read them. She asked Councilor Folsom if she had read them. Councilor Folsom replied, she believes she can also speak for Councilor Butterfield and herself and they had three meetings yesterday and Councilor Butterfield spent the weekend going through an electrical plan trying to save the citizens money, and said we are reading them and we are listening to the

public and urged Naomi to let the process continue. Naomi said she did not like her use of the word process because the Council is hijacking our word and we are asking you to let us be part of the process. She said next week's meeting will be good. Ms. Belov asked Council President Henderson if she has read the letters given to the Council two weeks ago. There was some confusion on the letters and the City Recorder interjected and said at the previous Council meeting Jennifer Harris submitted a stack of documents that are now part of the record and are located in the records room. She said these 700 documents were not passed out to the Council the night of the meeting and they are in the records room available to the Council if they choose to read them. Ms. Belov asked Councilor Langer if he read them, he responded no and he will certainly read them. She stated that people took a lot of time, all the volunteers and all the people writing, and she has spent a lot of money copying the petitions and she would appreciate them being read. Mayor Middleton said he read 2 of the petitions but is personally trying to respond to all the emails, over 200 and is getting behind. She referred to the document from the Huntington Press that she submitted into the record, (see record). She said one of the volunteers did a brief glance around town and listed all the empty buildings. The list included Sherwood Bus Park - 1, Trees Restaurant Building - 6, Langer Farms Shopping Center - 1, Albertson's - 4, Post Office area - 1, Chevron station - 1, Kohls - 5, Old Town - 6, Ice Arena - 2, Sherwood Crossroads - 6, Regal Cinema - 4 and Tualatin Sherwood bus area - 4. She said the volunteer noted that this information does not include the buildings south of six corners, Hwy 99 or the industrial areas or Tualatin-Sherwood Rd. area. She said this is concerning to her and if we bring in a big box retailer, Walmart, which has a history of going into towns and closing down businesses, she asked if this was a concern of the Council.

Jim Claus, came forward and presented documents (see record) and said the City Manager is running his own play. He referred to the degrees and professions of the Council members. He said the City Manager was told to run an RFP for a city attorney and said we are guaranteed applicants and said he knows Mr. Crean saw the RFP before it was sent out. Mr. Crean reminded Mr. Claus to direct his questions to the City Council. Mr. Claus said the problem is the City Manager is now setting public policy and said how he could dare think he can do this and ignore the Charter and dare to think he could have meetings where two codes, put in by Walt Hitchcock so we wouldn't have another Home Depot. He said we can have somebody sit on an Urban Renewal Committee and modify those codes and the City Manager permits it. He said the Council wanted the Walmart badly enough that they are not playing by their own rules.

He commented regarding the need for an audit by a CPA and having discrepancies. He said the Council has a war on their hands and some still want to keep going the way they are going and suggested covering up waste, fraud and abuse of public funds. He said he cannot understand how the City Attorney could put out an RFP that violates Charter and Council doesn't think this is insubordination. He referred to the budget passing and said the Council is at a crossroads and is going to have to answer for what they are doing. He said the contracted city attorney is not a city attorney, never will be as there are too many conflicts of interest, he recommended hiring a salaried city attorney.

Marlinda Newmyer, approached the Council and said she helped Commissioner Fritz in Portland craft the final version of the Portland Paid Sick Leave Act. She said she was unable to attend last night, and would like to submit the Portland Paid Sick Leave Act for their review. She said it is not a great bill, nor a terrible bill, they were able to come to a compromise and said there were a lot of town meetings at the Portland City Council. She said it has some value and the fight against Walmart, which she is strongly a proponent of, and believes this would hinder

them in some ways of retaliating against their employees for calling in sick. She said we know Safeway, Target and Albertson's don't do that. She said Target has a 3 to 1 ratio; three part time employees to every full time employee, the employees are benefited and get paid above a minimum wage. She said the 250 jobs Walmart is bringing, how many of them will come from the lack of sales at Target, Safeway and the new Kohl's. She said they are not new jobs and you are kidding yourselves if you think it is. She asked if the Council would look at the Portland language if she presented it to them and asked if it was too late for their next meeting. Mayor Middleton responded yes they would look at the language and it was not too late as we are currently working on the ordinances. She asked what would be the best way to deliver the material to the Council, via email and said her goal is to make it as unattractive as possible for Walmart to break ground. Mayor Middleton said the best way to get information to the Council is email.

City Attorney Chris Crean said that they have been in touch with the Portland City Attorney and they will get a copy of it. He said they have been talking about BOLI and shedding light on implementation. She suggested that it is burdensome for businesses with over 5 employees, from a bookkeeping stand, but the goal is for the City of Portland to present that to the State and it could pass State wide anyway and if Sherwood wanted to get ahead of the game, it would put you there.

Mr. Crean referred to the effort by the Portland City Council to pass the Paid Sick Leave Act statewide in the form of House Bill 3306, which was in House Rules Committee today, but did not know the status of the legislation.

Ms. Newmyer said she left retail after working for 20 years, being a manager at Target and Home Depot, and she is now in construction and said every construction site that Walmart is on has been in so much trouble with the Federal Courts that they have to file an Exhibit L form that proves the workers are legal and documented to work in the US, because they continually get in trouble using undocumented laborers and using subcontractors that use undocumented labor. She said this is not a business she wants in her community, that has to be held accountable. She stated this is a requirement only for Walmart.

Meerta Meyer, came forward and apologized for her earlier outburst and stated that she is a fan of due process and citizens have a right to speak in their order. She asked Council, based on a number of different issues, including SW Corridor Expansion, the Sherwood Town Center Plan, Transportation Plan, and other plans, to immediately direct staff to review and modify the City of Sherwood code relating to traffic impact studies, taking into account all trips and net trips and would like to make it clear that net trips should not be excluded going forward. She referred specifically to Langer Farms Phase 7 Development and said there appears to be a discrepancy in a determining factor for traffic impact between 3 different documents. One dated June 21, 2012, Langer Farms subdivision approval; the July 2012 traffic study, and the November 7, 2012, staff decision. Additionally there are general discrepancies between all of those three documents related very specifically to storm, sewer, grading, erosion control and neighborhood meeting requirements. She said this is where she noticed general discrepancy. She said it is important and necessary for the integrity of Sherwood and all jurisdictions that documents be prepared accurately and consistently every time. She said when there are those kinds of discrepancies and typos and dates and errors, it is glaringly obvious and that is when citizens become concerned about how decisions are being made and Planning Commission recommendations are being made to the Council and others. There are also discrepancies in language in regards to storm water facility language in the amended and restated development agreement dated July 26, 2010. She asked staff

to review all of these documents before final permits and certificate of occupancies are granted and said all of these documents need to be carefully reviewed. She referred to proposed ordinances and as Councilor Clark stated at the Planning Commission, while the intention of the ordinances relate in part to Walmart, the goals of the ordinances do indeed better define what residents of Sherwood are looking for in our town. She referred to the goals of limited hours of operation, overnight parking, employee benefits, and noted at last night's meeting, several Councilors including Councilor Grant and Folsom, indicated that the Council should give up on ideas they don't understand and that these things are out of their scope. She said Councilor Grant said we don't have the infrastructure or legal counsel to send staff on a wild goose chase. She said she finds this problematic and the Council exercises policy making and legislative authority and because the Council does make legislative authority as it pertains to bargaining agreements within the City, the Council is able and does in fact provide policy that contains provisions on such matters as salaries, vacation, sick leave, medical and dental, working conditions and grievance procedures for other organizations. She stated these ordinances, to better define this community and should be considered and voted in favor of by all of the Council.

Mayor Middleton asked the citizens to keep the emails coming and said he is reading them all and wants to respond to people.

Stephanie Sass, came forward and said this was her first Council meeting and apologized for not attending sooner and was naïve and assumed the Council was working in the best interest of the city and its residents, and assumed the Council and city staff were listening to the residents, and assumed the Council would be transparent and learned she assumed wrong. She said she has learned her lesson and will no longer sit on the sidelines quietly and will be attending these meetings. She spoke to Council President Henderson and said she has emailed the Council several times, as has her husband and have not received a response, so she is asking questions that are not being answered. She urged the Council to pass the ordinances before them and said it doesn't matter what other counties or cities are doing, Sherwood needs to be the example and not a statistic.

Mayor Middleton promised to respond to her email and soon as he gets there.

Nancy Taylor, approached the Council and said that she will be here every Tuesday night at every Planning Commission meeting and every City Council meeting because she does not trust any member of the Council, except for the Mayor. She said she has looked in the eyes of every Council member and they are telling her the Council doesn't care what they have to say. She referred to a list of 440 cities in the US, in Canada and in Mexico that were somehow able to keep Walmart out and yet the Council doesn't think it can happen. She said Sellwood, which is not a city but a neighborhood, was able to keep Walmart out because they did not need it and had enough shopping and simply told Walmart to go further out and put their supercenter somewhere else and if people really want to shop you, they will find you. She said she heard there are 17 sites in Washington County that Walmart is looking at, and she understands one is going in Hillsboro. She said she found online what the LLC is and believes that someone in this room probably belongs to that LLC.

Morteza Aleali, did not come forward.

Amanda Stanaway, came forward and referred to an email that she received during the meeting that said the City Manager needs to be recalled and mentioned that he got angry

when someone asked if the receptionist knew where the petition for No Walmart was located and told me folks like me need to obey. She said that she wanted to remind staff that they work for the City and the City is here and if someone needs to know where the petitions are, people are at Albertson's and said there are a lot of us. She referred to a friend and said 5 houses out of 100 want Walmart and the remainder of us are saying no, go away we don't want it here. She said they are getting bigger in numbers with 1600 petitions that have been signed and the more of us there are, the more are out knocking on doors. She said she would guess that the city council will have a hard time getting reelected and likes some of them and feels a bit bad about that. She said she realizes that due process has been neglected in this situation. She said she owns property in rural Washington County and when any neighbor within a 10 mile radius decides to do something with their property, she gets a public notice in the mail and said she makes a decision on what she will do based on her level of interest. She said she has owned her home in Sherwood since 2001 and got stuck here and does not love Sherwood. She said she has been trying to make a home here for her daughter because they are here, but one reason she does not like Sherwood is people are driving in their SUVs and have no idea what they are doing and going to the store and buying crap they don't need and it is disgusting and eroding away everything our nation was built on. She referred to buying stuff made overseas and referred to pictures from Bangladesh and said she does not want to live in a place like that.

Dean Boswell, came forward and said he is trying to reach out to the Council members and is trying to reach out to these people, referring to the audience, and said he is having problems because the City is broken. He said he understands the people being upset about the budget. He commented regarding his experience with budgets and past employment and said he understands budgets and knows that money has to be spent, but the passing of the budget shows how broken the City is. He said it is not that the budget was wrong, it is because these people are concerned and want more discussion. He said the Council has been saying for years you want people here, and now we are here and want discussion and the Council then turns around and does it their way. He stated that we are at a point now that nothing is going to get solved and a year from now we will be in this same position, being here until midnight a year from now. He said we need to find a way to get the concerns of the citizens heard without this big cluster and get the Council to say we have made some mistakes and need to look at what the citizens want. He wants a community where we can be friends and that is what he thought Sherwood was. He said we are at an impasse and won't make it out if the Council is going to pass budgets when you know people are hurting, wanting to participate and wanting to fix things. He referred to an email he sent to Council and found 2 dozen commercial spots that are open and said the planning commission said we want to plan for the future and asked are we planning for 100 businesses coming here in the next 20 years. He referred to a project in the 1990s down the 1-5 corridor where they laid cable for high speed access and 90% of it never got used, tax payer dollars and consumer dollars were used, he questioned how much stuff are we going to put up that will never get used and eventually torn down. He said we need to stop and refocus and hear the concerns.

Mayor Middleton addressed the next agenda item.

12. CITY MANAGER AND STAFF DEPT REPORTS

Prior to addressing City Manager Report, Mayor Middleton commented that due to the massive amounts of comments they are receiving, which are on video and he appreciated them, he suggested

that the City Recorder be able to paraphrase the minutes, and assured the citizens that we will still get the full message, but it will not be so time consuming and she can deal with the other issues we are dealing with and asked the Council for their opinion.

Councilor Folsom clarified that the meetings are video and audio logged and available on the website and asked if he was referring to the minutes.

City Recorder stated an audio or video recording of public meetings have a one year retention and it's the written record that's permanent retention. She said the Mayor is referring to the written minutes she produces and he voiced they were very lengthy and he is asking that she reduce that by summarizing the comments received rather than the full content of the comments. She said the Mayor has asked her to do this and she asked him to poll the Council.

The Mayor stated that everything will still be in the minutes but she won't have to do verbatim, and they will be available for viewing. The Mayor responded to questions and comments from the audience and suggested we try it and said it is not the law that we have to do it verbatim. He said the Council will take your comments and will listen and it is part of the record and suggested reducing the comments.

The City Recorder asked the Council not to be concerned with her time, but to consider what they want for the written record.

The Mayor asked if the documents submitted at meetings go into the written record and what is the retention of those documents. The City Recorder said they are all part of the record and have a 5 year retention. The Mayor suggested the citizens present their comments in written form. The City Recorder reminded the Mayor the audience is concerned about their statements being wholly noted in the minutes and she has received comments that her summarization does not include enough detail. After hearing comments from the audience, the Mayor said you have to understand that we only have so many hours in a day and we are interested in getting all of your comments in there but to type verbatim for next week will require hours, he suggested that if citizens sent emails it would mean more and it would be in your words and exact as once in a while we make mistakes. The Mayor clarified with the City Recorder what is part of the meeting record. The City Recorder replied what occurs at the Council meeting is the meeting record. The Mayor again suggested submitting written documentation during the meeting.

Councilor Folsom said the citizens are worried that they won't be judged as they would like to be and recommended that we continue with the process.

The Mayor agreed. Councilor Folsom said that they would find efficiency but not at the expense of the citizens voices.

With no other announcements received, Mayor Middleton adjourned the meeting and convened to a URA Board meeting.

13. ADJOURN

Meeting adjourned at 11:45pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Bill Middleton, Mayor



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood,
Or June 12, 2013

WORK SESSION

1. **CALL TO ORDER:** Mayor Bill Middleton called the meeting to order at 6:00 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Dave Grant, Robyn Folsom, Bill Butterfield, and Krisanna Clark. Councilor Matt Langer was absent.
3. **STAFF AND LEGAL COUNSEL PRESENT:** Joseph Gall City Manager, Assistant City Manager Tom Pessemier, Police Chief Jeff Groth, Community Development Director Julia Hajduk, and Administrative Assistant Colleen Resch. City Attorney Pam Beery.
4. **TOPICS DISCUSSED:**

Mayor Middleton addressed the citizens and gave a brief overview and said the Council would listen to everyone and then Council has some things to bring up after they are through listening. He reminded the citizens to make the process productive and informative and said we already know a lot of the feelings, but we want to get examples of what we want to do tonight. He said that it is a difficult process and emotional and everybody who speaks is important. He asked the speakers to make sure the information is fact based and honest and asked that people please don't heckle and don't talk when others are talking. He asked the audience to make this very professional and everyone who signed a request to speak form will speak for 4 minutes and said if you have written materials or information that you want passed on, to give it to staff and they will provide it to the Council. He said after everyone has spoken he will close the public participation portion of the meeting and at that time Council may have questions for the staff and may deliberate the issues presented. He reminded the citizens that the Council can't make any final decisions tonight because it is a work session, but we can give direction to staff for future meetings. He called the first speaker and said they would be called in the order they were received.

A. Walmart Citizen Comments

Brian Wegener, came forward representing the Tualatin Riverkeepers and said they are concerned any time a large development that has a huge roof and a huge parking lot goes in, about the impacts on our local creeks. He stated that in the Tualatin River basin there are 5,000 acres of parking lots that drain into the nearest creek and they are working hard to minimize that and reduce the storm water runoff as that is the biggest pollution problem for the Tualatin River and its tributary streams. He said the amount of runoff can be reduced by reducing the impervious surfaces and using green infrastructure such as things that take the water and let it soak into the ground or take it up by plants

or evaporate into the air. He noted good examples here in the Tualatin basin, such as the Clean Water Services operation center in Beaverton, which has demonstrated a green roof and several different types of pavement and rain guards that hold the water so it doesn't pollute our creeks. He stated that Walmart has experience with this and said the supercenter in Nashville, North Carolina has ½ acres of impervious pavement parking lot where the water runs through the pavement and is stored in gravel underneath and it slowly soaks into the ground, and they also have eight bioretention beds and two storm water wetlands at the facility. He said the world's largest monitored ecoroof, or green roof, is over 70,000 square feet and is on the Walmart in Chicago, and said that is almost 1% acres of roof planted 4 inches deep with soil that absorbs the water and helps it evaporate into the earth. He stated last summer Walmart broke ground on a new store in Portland and they have 40,600 square feet of ecoroof and that is the largest ecoroof in Oregon. He referred to a picture (see record) that shows the preferred way of dealing with storm water, and said this is Walmart in Hilton Head, South Carolina where it is hard to see the parking lot because it is covered in trees. He encouraged the Council to work with Walmart to stop the pollution and use green infrastructure to save our creeks and protect our Tualatin River and the Tualatin River National Wildlife Refuge.

Michael Hughes, came forward and said he sent Councilor Langer an email on August 18, 2011, and he read the email and the response he received. He stated he moved to Sherwood because it was a perfect suburb to start a family, but after 1 ½ years he was ready to leave due to the traffic on Tualatin Sherwood Road and with the continued development it will continue to get worse and he asked Councilor Langer in his email if there were plans to expand the road. He said Councilor Langer responded that he agreed and the primary hurdle is Metro, and Washington County is responsible for the road. He said Mr. Langer stated most folks in Sherwood share your concerns but we are up against Metro and efforts are being made to add lanes. Mr. Hughes said he had a response from Tom Pessemier that addressed some of the same things that were in the report from the transportation impact analysis by Kittleson and Associates. He referred to page 27, on the bottom where it addresses 99W and SW Roy Rogers Road refers to the MSTIP project #10 that proposes expanding from Langer Farms to Borchers Road along with extending Langer Farms Road. He noted the report says this project is not necessary to mitigate the impacts of proposed development but is important for the surrounding transportation system and the inclusion of these improvements, assuming the proposed development traffic, would result in below capacity operation at these intersections. He stated this is ridiculous and the traffic is horrible, and just extending this small portion won't do anything. He referred to the report referencing things that will happen 10 to 30 years from now, assuming there is funding, but said if Metro is in the way now they will be in the way in the future. He stated this is common sense and he hopes this is in the Council's consideration.

Naomi Belov, approached the Council and asked if the Councilors had read the petition letters. The Council responded as follows: Councilor Butterfield responded yes, Council President Henderson responded yes, Mayor Middleton responded 30%, Councilor Clark responded yes and Councilor Grant responded no. She stated the importance for them to know how the public feels about Walmart. She provided a timeline of events and said it is a working draft of a chronology process (see record) and read the following: *In 1995 The Langer PUD was initiated. The definition of the PUD is the population growth led to increased commercial development in the Town Center area, which was centered around the intersection of T-S Road and Pacific Highway. To facilitate commercial development, the City of Sherwood created a "master plan" for development, which*

included a comprehensive development plan, zoning districts, and a zoning map. Individual land owners could apply for planned unit developments, or PUDs, which overlaid the master plan. The PUDs included "categories of use", or phases, that fit within the general goals and requirements of the comprehensive plan. The PUDs were intended to be flexible, offering relief from strict adherence to the zoning map. The phases within each PUD could be altered without going through a comprehensive plan amendment or zoning change. The PUD phases were not separate legal parcels, so when you hear the word phase it is pieces of land, and any development, reconfiguration, or partitioning of the phases required the city's approval. So in 1995 the Langer PUD was initiated, hence the quote in 2013, "Matt Langer, a spokesman for the Langer family, said he's pleased that Walmart will anchor the shopping complex." This is a project we've been working on for almost 15 years," said Langer, who is also a member of the Sherwood City Council. "So we're pretty excited to bring this project to town." Ray Pitz, the Sherwood Gazette (May 6, 2013). 1995 May 31, 2005 Clarence & Pam Langer buy 10,000+ acre ranch in Mitchell, Oregon, with the proceeds from Sherwood Village residential subdivision transactions. 1995 Langer Development agreement has 8 phases. Included in the PUD was the 55-acre vacant parcel, (which is the proposed Walmart site), which was zoned light industrial, but in farm deferral. 1995 "Condition Number 8 at each phase of development and with each site plan submitted to the city the applicant shall provide a traffic impact analysis for city, county, and ODOT approval. Recommended traffic safety and road improvements shall be considered by the city and may be required by each phase." She said she has the footnotes to each of quotations and in summary of that particular piece this is our tax money paying for the road improvement.

Jim Claus, approached the Council and presented documents (see record). He summarized what happened with the Home Depot, referring to light industrial zoning and being declared a lumber yard. He said that City Council refused to believe it and by the time they found out it had been done, permits had been granted and construction started. The Council couldn't stop it, so took care of that by cleaning out the staff. He said Council should look at the timeline and said you have a problem and the only difference is who is involved. He stated this has tainted everyone, attorneys, staff, Council and the City Manager. He said the stakeholders, because of the way the PUD is set up, are spread throughout the town. He commented on the apartments and said the contract was signed 2% years before the public hearing, which was a sham public hearing. He said that property was sold for less in order for staff to pick up \$3 million in fees and stole another \$2 million and stated that is what happened with the URA money. He asked what the City pays for attorneys. He said you have been spreading this money around and have become tainted by it. He referred to the information he provided about Barry Cain and Gramor and said Mr. Langer is in partnership with them, and named Matt Grady and said he is a representative of the Langer's and has come up here as an advisor. He referred to giving away zoning and ODOT making up for it then Council got involved by letting the ordinance get changed. He said Mr. Langer sat in Urban Renewal when the ordinance got changed. He commented about a \$500,000 gift back in capital refunds that Mr. Langer also voted on. He said Councilor Clark and Mayor Middleton are the only ones that don't know what is going on and said the rest of Council does. He referred to Council doing this under the auspicious that it was going to build an art center, but it was just a honey bucket that everyone dipped into until it was virtually gone. He commented on recreating the PUD and said that is not a coincidence. He referred to lawyers insulting citizens that predicted this would happen. He said this has to spin out to other committees; otherwise they will be investigating themselves for waste, fraud and

abuse of public money. He commented on paying \$10 million for this then turning around and giving away a piece of land, he referred to building this and that until more Urban Renewal is needed, and said this is just a form of legal stealing.

Dave Troyer, came forward and said a few years back, before Taco Bell came in, Wendys wanted to go in there but wasn't allowed to because it would cause too much traffic. He said he is concerned about Walmart because he said he drives Tualatin Sherwood Road multiple times a day for work and said he wants to save money as much as anyone but at what cost. He asked why, what was important back then for traffic feasibility doesn't matter now and he referred to traffic on Roy Rogers Road and asked why make matters worse. He said let's get the roads to accommodate the traffic before bringing in other businesses. He stated he doesn't believe the process was upfront with the way it was presented and any time a major tenant isn't revealed until everything is signed is a little under handed and not being honest with the citizens.

Nancy Taylor, came forward and provided QuickFacts from the census (see record). She asked what the population of Sherwood is. Council President Henderson said 18,205 as of the last Portland State University census study in 2010. She provided statistics about Sherwood, such as the percentage of women is 51.1%, the percentage of travel time to work is 25.2 minutes, the percentage for living in the same house for 1 year is over 87.8%, the percentage for Bachelor's degree or higher is 41.7%, and the percentage of high school graduates is 94.0%. She said Sherwood is a great community and then referred to the Walmart flyer she received in the mail and said she doesn't see this community supporting Walmart. She referred to the size of the supercenter and said it is huge. She tried to conceive how big this will be and if it ever goes out of business she provided a list of alternate businesses that could go in there and said it has been predicted that Walmart will go in 5 years because Amazon.com will knock them out. She looked at light industrial use and gave more suggestions such as, tools, call centers, sports training, CIA, NSA, FBI and charities.

Karin Calde, approached the Council and said there are many reasons she doesn't want Walmart in Sherwood but due to time she will focus on the financial side. She referred to the City website and looked at the values of the City Council and the second value is fiscal responsibility. She said she has searched for information that Walmart could bring in money for the city or the benefits, but found the opposite and submitted articles (see record). She referred to an article in the New York Times that said Walmart fights local taxes and a study in 2007 found that of the stores that opened in 2005 the company challenged property taxes in 35% of the stores. She said the report stated that in Texas, Walmart challenged assessments at 83% of 400 stores. She stated in terms of the retail stores, Walmart saves an average of \$40,000 a store when it files a challenge and the article suggests that Walmart saves \$3 million annually from challenging property tax bills even though their revenue is \$1 billion dollars a day. She noted one researcher said local officials lack the resources to fight Walmart and give tax relief that is unwarranted and other tax payers have to pick up the difference. She referred to the article from the Huffington Post about how Walmart doesn't pay its fair share of taxes and they look for loopholes where they can. She referred to the article by MSN money that says the low wages costs taxpayers plenty and reported in Wisconsin a single Walmart supercenter store costs taxpayers \$1.7 million per year or \$6,000 per employee for aid because the workers are pushed to accept aid. She said another study estimated a lower cost of \$900,004 per year. She referred to the article in Forbes where California is pushing legislation that would fine stores \$6000 for each employee that ends up on the state's Medicaid program because they are tired of paying for Walmart. She asked how this fits in with the fiscally responsible values. She referred to citizen participation and said they are telling the Council that they don't want Walmart and said Council was elected to

represent us and it seems that only 2 have been listening.

Kevin Bates, came forward and said he owns Symposium in Sherwood and in Tigard. He stated he has lived in Sherwood for 4 years and he and his wife serve on various committees and groups. He said he has been reluctant to speak because of the amount of emotionality in the room and the community, but wants to speak reason into what he has heard as unreasonable. He noted that he serves the community as a volunteer and started a business that our community revolves around and is sort of the living room of Sherwood. He said that he and the others that run Symposium have been misrepresented, misquoted, accused of being immoral, yelled out in public, accused of being fools and told he was stupid in public. He said his business has been boycotted and leveraged for personal gain and he thanked Councilors Clark, Langer and Folsom for their apologies. He referred to the personal attacks and stated that whether they are for or against a retailer is none of their business. He said he doesn't want sympathy because business has thrived over the last month, but said he wants the people in the room to stop treating our community the way they have been treating it and asked the Council to advocate a group of people to focus on the real issues and the real dilemmas and draft ordinances that can make a change. He said there are people in both camps for or against Walmart that are reasonable, but the emotionality has created convoluted talk, unreasonable action and a confusing look at what we are dealing with. He stated some people fear that a big box will destroy the community and said he has come to meetings in the past and the room was empty and that is why we are in this situation. He said that we are afraid that a retailer will shut down small business and yet his has been boycotted through an email, we are afraid that a retailer will destroy our kid friendly environment and yet we arm our kids with agendas, we are afraid that a retailer will treat their employees badly and yet we are willing to treat each other badly, we are afraid that a retailer is going to bring a certain class of shopper and yet they are portraying our class all over the news, and we are afraid that a retailer will not care for our community and yet at the last meeting people said they hated our community. He said we need to look forward and promote community, love and togetherness and make a difference and move forward with a positive look for Sherwood.

Anthony Bevel, approached the Council and said he doesn't think they are listening to the vast majority of the people who say they don't want a Walmart in Sherwood and said it will change the community feel. He referred to the term acceptable congestion and said that is what we will have once the Walmart gets in, but it is not acceptable and he said if it moves in you need to figure out how to get the traffic flowing in a reasonable way. He asked what Walmart is going to bring to the party, cheaper milk, which if you do smart shopping you can get that price at other places. He stated if you went out and got petitions signed at least 80% of the people would say they don't want a Walmart for selfish reasons to moral reasons to environmental reasons. He commented about his distrust for the people volunteering and said most of the people here distrust what is going on in our small town government. He quoted Tip O'Neill as saying all politics starts at the small town and this politics is kind of stinky. He said shame on him for not volunteering to be a candidate, but maybe he will, but he will have the best interest of Sherwood rather than his own selfish gain.

Sally Robinson, came forward and commented about an email she sent on June 5, 2013, which asked specific questions and is looking forward to the response from the City staff. She referred to the application for the PUD in 1995 and has reservations about not whether Walmart is coming and not whether we are going to look at ordinances, but whether or not the City Council and staff and others might continue to allow the City Engineer to make these decisions regarding significant traffic impacts. She said there are many instances where the City Engineer has the authority to approve conditions and it is confusing and she does not understand all of the references to them and said it is unfortunate

that Mr. Langer is not here tonight, he could probably answer the question about the road that has already been built and who paid for that. She referred to the developer agreement which talks about fee in lieu of the construction and she wants to get a handle on what we as taxpayers have paid for that road and said the condition of the approval originally was that the developer would pay 100% of the cost and it does not appear that was true. She mentioned there is some issue of the credits that were used and she commented to the Council that it is not appropriate that a developer utilize credits for transportation purposes, and by using credits and City resources the taxpayers have to pay for that rather than the developer. She said if you look at the express conditions, the 52 conditions that were expressly approved by the City, in several instances they are allowed to pay a fee in lieu on Tualatin Sherwood Road and she thinks that may have been allowed on the existing road. She said it appears a door has been left opened by a comment she heard from City staff, that in the approval process the developer may be able to negotiate with Washington County that during the construction of the improvements for Hwy. 99 and Tualatin Sherwood Road, they may be able to negotiate a fee in lieu for the traffic signal that is an expressed condition and seems that we are not allowing the developer to comply 100% with one of the conditions and she asked Council and staff to not allow the developer to avoid that cost.

Carl Reynolds, came forward and stated he has lived here 13 years and Sherwood is his wife's home town and she went to high school here and it was a small community and has gotten bigger fast. He said his complaint against Walmart is that it represents something in our society and culture as being a serious problem which is: bigger is better. He said our country has decided we no longer want to follow tenants of basic capitalism and some businesses are too big to fail and Walmart represents that. He said Walmart is evil and likened it coming to Sherwood to David asking Goliath to move into his village and said the outcome is not positive. He stated that Walmart and the bigness it represents is a form of monopoly and volume purchasing which drives out the smaller businesses because they can buy in greater volume and it is a matter of concentration of wealth and it will corrupt the politics of the community. He said the traffic problems are significant and we shouldn't assume that it will all play out to our benefit. He noted the impact it will have on the environment and said the previous speaker was referring to roof tops that would absorb water and he spoke of a 40,000 square foot roof, but we are talking about 144,000 square foot roof. He noted that is another example of how big is not better, or better for Sherwood.

Kathy Hollamon, came forward and said she has been a resident for 16 years and said it is important to get involved. She reminded the Council that she went to 100 homes in her neighborhood and discussed Walmart and she wanted to provide some of their feedback in regards to the ordinances. She stated that most do not want a 24 hour store, since there is more crime at night, and suggested ways to make it more business friendly for Shari's and others that are open 24 hours, such as writing it so it exempts establishments that serve food that are less than a certain square footage. She stated that they do not want firearms or ammunition sold across the street from St. Francis School and do not want overnight RV parking out of respect for the neighborhood adjacent to the store. She said "livable wage" is important, but not sure how to write this ordinance, but supporting our families is important and it is important to reduce the burden on the taxpayers in terms of food stamps and health benefits. She said she has done some research and has heard it costs taxpayers somewhere from \$2,000 to \$9,000 per employee and she doesn't think that we should have to support Walmart in that way. She recommended the documentary "High Cost of Low Prices" which shows that a vast number of crimes are committed not just in the store like shoplifting, but the crimes are committed in the parking lots and she listed a few: kidnapping, criminal mischief, robbery, murder, unwanted physical contact, sexual assault, rape, indecent exposition, prostitution, sex crimes against children,

shoplifting and identity theft. She noted the concern that passing ordinances would make Sherwood less business friendly, or anti-business, but said that is not true and there are quality businesses that would like to come to Sherwood and reflect the values of our community and perhaps we can get businesses in our community to help determine what would work and appear to be business friendly in terms of ordinances.

Ruthanne Rusnik, approached the Council and said she discovered 6 weeks ago that she lives in a community where the culture of government is one that allows development in such a way that the citizenry is uninformed and referred to hearing about Walmart on the news and said that was disturbing to her. She said she had heard about a 140,000 square foot structure but she didn't know anything about the size of buildings, and said she didn't know how many square feet Target or Home Depot were, so she had no clue that a Walmart was intended there. She echoed the concerns of others about the traffic issues and a Walmart bringing in more traffic from Tigard, Newberg, and Tualatin but she asked why no one has mentioned Wilsonville. She said they will come in from Tonquin Road and pass through her neighborhood and there will be a huge increase in traffic there and she doesn't see that anything is planned to deal with that traffic. She said she doesn't look forward to a Walmart.

Bob Lake, deferred his time to Naomi Belov and she continued reading her timeline (see record). She read: *May 9, 1998 The Langer Family LLC formed bringing together the family members' respective farm holdings under a single manager's control. They sold Phase 1 of the Langer PUD: Sunfield Lake Apartments, high density residential zoning. In 2000, February 2, F. Wallace Langer passed away and Clarence D. Langer Jr. (Matt Langer's father) was appointed executor of the estate. On advice of counsel, the estate selected Steven Kam, to prepare the valuation report of the decedent's non-managing, minority interest and a concerted team effort by Kam and the estate's attorney successfully resolved most of the pretrial issues in the estate's favor...the parties also reached stipulations on the values of five of the PUD parcels. The 55 acre light industrial parcel, which includes phases 6, 7, 8 and said again these are just parcels and it was also stipulated as to value and not part of the tax proceedings to settle value. It was not valued at commercial prices because it is still zoned light industrial for those phases. The estate and the tax court disagreed on the commercial value for phase 2 and 5 both phases were zoned retail commercial (RC zoning). Phase 2 includes Avamere (vacant at the time) and a still vacant parcel behind Polar Bear yogurt. Phase 5 is the Target Shopping center. She read see Sherwood Village PUD Final Land Use and Phasing Plan. In August 2000 the Home Depot parcel sold. This lot sale was used as a comparable property sale to arrive at value for phases 2 and 5 of the Langer PUD in the tax court. Home Depot was split zoned 50% light industrial and approximately 50% zoned exclusive farm use. The tax court's reconciliation of the appraisers' two differences for the sale included the following language, "Comparable 2-11 was zoned light industrial instead of retail- commercial. However, given the fact that comparable 2-11 was sold to Home Depot for the construction of a Home Depot store we find that it's zoning did not have a significant impact on the ability to develop the property. " So even the tax court recognized that if you can have commercial uses, the property should be valued commercially. The estate argued to the tax court that the Langer Family LLC, "had particular difficulty in getting city approval because of the strained personal relationships between Clarence Langer and members of Sherwood's government. Because we are determining the fair market on a hypothetical sale by a hypothetical seller we do not necessarily take into consideration the personal characteristics of the actual seller. Therefore, we do not factor in any difficulty arising from Clarence Langer's relationship with members of the city government. " She said that is a memo from the United States Tax Court. Essentially the Langer estate was asking for a further tax break based on the city*

punishing certain personalities and the Federal Tax Court said no. The estate's appraiser also made an implicit assumption that people living outside a 1.5 mile radius of the property would not shop there.

Mayor Middleton said we could no longer have people speaking or passing off scripts and we have to stop the comment period at 8 pm so Council can discuss what they are going to do and reminded the citizens to keep it to 4 minutes.

Kim Urban, came forward and said she has been to many of the recent meetings and has listened and researched and feels emotional about the whole thing and it is hard to keep the emotions out of it. She stated she never attended meetings before this whole thing and she said the Council has been staring at an empty room for a long time because people trusted Council and said that is why we have elections and why we elected you. She said she must have been naive for a long time thinking that she could trust Council to keep something like this from happening to Sherwood. She said her trust has been misplaced and she now needs to take time out of her life and away from her family to come to these things and said a lot of others share the same opinion. She referred to the mission statement and the values on the wall and said she would read them and pause and she wanted people to think if any of this goes along with those values. She read: The City of Sherwood will provide infrastructure to support the highest quality of life for our residents, businesses and visitors in a fiscally responsible manner. She referred to earlier comments about fiscal responsibility and said this does not provide the highest quality of life for our residents and the only business this provides for is Walmart and the existing businesses will no doubt suffer. She said we will have a whole lot more visitors, and not quality visitors that don't invite crime in the community, with something like Walmart. She said this is not just about Walmart, any store of this size would have many of the same similar results. She is not a fan of Walmart, but this is not just about Walmart. She stated our City values state, quality services, citizen participation, community partnerships, fiscal responsibility, community pride, and community livability. She said she doesn't see how approving this whole thing goes in line with any of our values and stated her trust is misplaced.

Michael Buffington, approached the Council and referred to City values and said he is trying to avoid making Walmart the enemy, but since people have spoken clearly about the steps that have brought us to this point, he said he will speak about Walmart. He said Walmart claims in the mailer the average wage is \$13.50 an hour, so let us assume that is true, it actually is not and referred to studies, and if it is an average what are they including because the executive pay would throw this off. He said at \$13.50 an hour a full time employee with 35 hours a week would be just \$1000 above poverty level. He stated the Wall Street Journal reported that 75% of Walmart employees are full time and 48% are eligible for health care and if the 48% opted to pay for the health care it would cost more than they make so they have to go on public assistance and he said these are facts from the Labor Center of Berkeley which reports that compared to other retailers Walmart shows that they provide 5% less coverage. He said he has pages of this information and in 2005 a former CEO of Walmart said the public health care paid by taxpayers was a better option than what Walmart provides and they encourage employees to get public assistance. He said he is a taxpayer and asked if he was going to have to pay more taxes to support Walmart. He said people say they like Walmart because it is cheaper but he referred to a study by Bloomberg reporting that you save 46 cents per \$100 at Walmart compared to Target and said it is a myth that you save money. He noted that having a Walmart is going to change things in such drastic ways that he will sell his house the day they break ground after living here 11 years.

Amanda Stanaway, did not come forward.

Katherine Kalpakis, came forward and said she has emailed the Council and said she bought a home in Sherwood in 2011 and is raising 3 small children here and has not attended meetings but she has voted, does research on the elections and she watches the meetings on TV. She said she has a very reasonable concerns and questions for the Council and the Planning Commission regarding the 24 hour parking. She said she received one response from Mayor Middleton. She stated for 3 ½ years she worked for the largest homeless shelter in Portland and she did safety planning which is when a client can't come into the program they let them know what is practical for them to do and some of the advice is to go to the airport or find a Walmart parking lot. She said she also worked in Arizona with domestic violence shelters and that was also the advice they gave. She said she is concerned and stated it is easy to remedy the situation by eliminating the 24 hour parking and she has read reports that some of the crimes at Shari's and Wendy's are not significant, but that is not true about Walmart and she has spent a lot of time dealing with transients, heavy crime and public intoxication and she does not want this in her community and recommends they pass an ordinance. She said she does not want to have to pay for that or the burden of enforcing the 24 hour parking on our Police Department and said they should have to pay for it. She referred to an article in January from Pamplin Media that reported about the homelessness in this area and it suggested that people find safe places like Walmart because it is better to be in large groups rather than being on their own. She stated that this is a responsible thing for Council to prevent.

Julie Fairman, came forward and read a portion of the Walmart flyer stating Walmart will help our community by improving the quality of life for residents by providing a quick and convenient shopping experience in your neighborhood and access to affordable quality food options. She said she has plenty of options, affordable and otherwise, for her family. Walmart needs to provide quality to our community that is the only way to improve our quality of life. She continued to read the timeline (see record): *The court found, that the appraiser "did not offer a reasonable explanation for why he so limited his analysis. The businesses within the area included a Home Depot, grocery stores, banks, restaurants, a movie theater and an ice skating arena. We find that it is unreasonable that only those people living within 1.5 miles will frequent such businesses."* She said there is a footnote. *On August 29, 2000, "The Sherwood Urban Renewal Plan was adopted and approved by ordinance. The initial URA 'maximum indebtedness', as defined by statute, was \$35,347,600. However, on February 27, 2012, the Sherwood City Council [the Sherwood Urban Renewal Agency coincidentally is the same as the city council] approved a substantial amendment to increase the maximum indebtedness to \$45,133,469."* This is a 20-year plan that since its inception has added an additional year for the agency. *The fund takes all the tax money to do "capital projects" which are supposed to bring in capital through overrides. The question with the Walmart development is: what are the overrides on the project and system development funds and how much of this feeds into the general fund? Is this being used for fixing the budget in times of financial trouble such as we are experiencing now? December 5, 2000, Sherwood passes its own traffic mitigation ordinance called the Capacity A/location Program (the CAP ordinance). In 2005 the City Charter was changed to Home Rule with the Beery Elsner & Hammond Home Rule charter. This gave the City Manager increased authority versus the City Council. October 30, 2006 T.C. Memo formalized and filed in the United States Tax Court that settled the estate of F. Wallace Langer and required payment of additional estate taxes. March 23, 2007 Clarence Dean Langer, Jr., Pamela A. Langer, Steven D. Langer, Gary W Langer and Barbara Langer convey their interest to their SIX CORNERS, LLC for the land located at the Sherwood Plaza on Langer Drive. Six Corners, LLC has the same people in the LLC as were listed as property owners on the Bargain and Sale Deed from Washington County Records. The City Council*

held "Minor Modification" on the 2nd phase of the development agreement. If they had determined that the PUD had Major Modification the Langer PUD and would have had to submit a new application for a new PUD that would not have allowed the same grandfathered commercial uses in industrial zoning. After the Minor Modification hearings the Langer family and Gramor Development hired "exclusive leasing agents" as opposed to sales agents, for a 55-acre master development. The estimated completion date was the spring of 2009 per their 'Sherwood Town Center' leasing. This was phases 6, 7 and 8 of the Langer PUD light industrial zoned land. At the time they called it Langer Crossings at Sherwood.

Meerta Meyer, came forward and said residents of Sherwood by vote employ the Council and the Council has clear goals to preserve the livability and marketability of our town. She stated there is disconnect between Council opinion and Council position and there seems to be little delineation between the two. She referred to comments made by Councilors, including Councilor Grant that suggested Council should not consider concerns of residents that are over their head or that they don't know enough about. She stated by our vote we trust Council to become informed and educated and to use and follow due diligence to get the information needed to best represent residents of Sherwood. She said it concerns her that the residents feel let down by those in decision making positions and with the process upon which decision have been made. She said residents have pleaded that their requests be considered and in light of the requests we again come to you and ask that the proposed ordinances are considered and ordained. She said there are perceptions of personal gain and conflicts of interest and as a Council, members are called to hold one another accountable and she is hopeful that happens and she said the people behind her and others feel really duped. She stated that she submitted an application to serve on the Planning Commission and would like to contribute and if she is appointed there will be something she does that will be questioned and she understands that when one's integrity is questioned it feels bad but people question integrity when it appears there has been a problem. She said she hopes the Council considers the ordinance and all of future decisions clearly and carefully.

Brian Larson, approached the Council and asked how they felt about the overwhelming opinion of this development. He said most of us agree that there are aspects that were done in a less than transparent manner, perhaps even underhanded, and he agrees there is a question about a conflict of interest or self-serving interest, if not illegal. He referred to the comment that Council faced empty rooms prior to 6 weeks ago and said we didn't know and we all have lives to lead and you are here by vote and we expect you are upholding our values and we expect things to be operating as they should even if we are not here, because that is what you have graciously volunteered to do. He said the minimum was done and there is still a question if those that live within a certain boundary were even notified and that may be a loophole that we can exploit. He said there wasn't anything proactive coming from the Council or the Planning Commission, prior to the announcement 6 weeks ago, about who was coming in here. He asked Council what they have done to act on behalf of Sherwood, other than last week which was a blatant stall which forced many to leave before their comments were heard and that is the perception problem you have now, both Council and Planning Commission. He referred to Council providing hurdles and barriers instead of support, ideas and action and he said he hopes he hears this in the final hour. He referred to the ordinances and asked why was there not an amended approval of the original development plan where they spelled it out clearly that it was a 145,000 square foot anchor tenant, and most of us don't know what that means but the Council and Planning Commission did, and he asked why didn't Council amend that and give them a smaller square foot in the anchor store. He said if this would have been amended we would be having a different discussion and could have maybe got a tenant that is a compliment to Sherwood like Whole

Foods or Trader Joes. He asked what other legal recourse residents have at this point and he said that is what everyone wants to hear. He stated the rooms used to be empty but not now everyone has been awakened and feels duped and has lost trust in the Council and Planning Commission and he hopes Council starts earning that back.

Cheri Hamburg, approached the Council and said she has been in Sherwood 20 years and raised 3 children here and has not attended a meeting but reads the fliers that come in the mail. She was keeping up to date and was waiting to see the decision about what was going to be coming in where Walmart is going and she didn't hear anything else until she saw the news. She said she would have been here if she knew that was even a consideration. She noted Sherwood has been like our old town with an old town feel and that is what you hear from people and she asked where Walmart fits in. She said this year her youngest child turned 18 and she convinced her to vote because her vote counted, and since this happened she said her vote didn't count.

Brian Harry, came forward and said he supports the ordinances that are being considered. He said he lives just behind the fire station and is concerned about traffic and is concerned about the camping overnight. He said Sherwood is a special town and we have something very good here and he said we have a community where we know each other and that community is threatened and the people here are angry because that is threatened. He stated he worked at the ice rink for 6 years and people feel safe dropping their kids off there on Friday nights. He commented he does not like the direction this is going. He said he has attended the last few meetings and he is disturbed by the Town Center Project and by Metro saying that we are expecting 20,000-30,000 new people in 10 years in the SW corridor and it seems like the planning that is going on is for those 20,000-30,000 that are coming and not the people that live here already. He said the town has an entrepreneurial spirit and we need to encourage that and encourage the people that live here to follow their dreams and build a community for their children. He referred to the actions of the Council and Planning Commission over the past 10 years and it seems that the interest of the people who own very valuable property in Sherwood and the interest of the businesses who want to come to Sherwood are put before others and that is backwards. He suggested instead of spending money on more traffic studies and instead of spending money on trying to get other peoples opinion we could spend money reaching out to the citizens. He asked Council to push the ordinances because that is the first step in trying to right some of the wrongs and steer us back on the right path. He referred to Councilor Grant commenting that he was jealous of what they have in Wilsonville and said Wilsonville should be jealous of what we have.

Mayor Middleton brought the discussion back to Council to discuss what they have been working on in order to come to an agreement. He said after Council is done and they adjourn he is willing to stay after and talk with anyone. He stated he will let the Council speak now and then whatever time is left until 9 pm will be used for citizen comment. He noted Council will discuss and present some work and answer questions. He asked Councilor Butterfield for comments.

Councilor Butterfield said over the last few weeks Council has been listening, reading and analyzing the situation and stated it has affected everyone. He said Council is here to serve and that is why we volunteer to run for Council and he asked that the citizens acknowledge the fact that Council is listening and has proposals tonight and he asked citizens to think about what is good for the whole community, which is what he does when he makes a decision or comes to a conclusion.

Councilor Grant said he agrees with Councilor Butterfield and said he has tried hard to express his position as time has gone by and he doesn't appreciate being paraphrased in ways that change what he meant to say. He said if anyone would like to hear how he feels they can just ask him. He said this

is not easy and there are a lot of people with a lot of opinions. He stated he has read a lot and will read the forms that have been brought to City Hall and he said he doesn't like people being angry with each other and said it doesn't look good and we all need to understand the issues that are being brought forward and said he is open to whatever and would like to talk about the ordinances.

Mayor Middleton said he will have Council President Henderson bring up the issues that have been discussed amongst Council.

Council President Henderson provided background on how she came up with her suggestion and said that last spring there was a City Charter vote and the City Charter is essentially their constitution. She stated that it is bad to change the constitution frequently and it seems reactionary and irrational if you do it regularly and it should be done with great thought and input. She said the changes that were considered did not involve a lot of input from other municipalities, where normally you form a Charter Review Committee where citizens review the Charter and make recommendations. She said Council has been receiving citizen's comments and working with staff and said she suggested to the Council to form a citizen review committee that would represent citizens that live here and citizens that own businesses here and perhaps have an impartial chair that would work as a moderator. She said the City has had many ad-hoc, meaning short term committees, and she provided the example of the Community Center Advisory Committee. She commented that she spoke with staff to be sure this was allowed by the Charter and she said that is her recommendation to Council. She stated she does not have all of the information figured out but said we are on a tight time schedule because the end result of forming a citizens review committee would be putting ordinances on the ballot in November. She said this would let the entire community vote and they would get to participate by attending the meetings where citizen members will be discussing ordinances and coming up with details and thresholds and determining due process, for example if a business violated the ordinance what would be the due process. She said they haven't figured out how they would choose the members of the committee, but said there will be an application form and it would be advantageous to have members with different concerns on the committee and members with businesses in town that would be most impacted by such ordinances. She said there are deadlines that they have no control over, by the County, and it is September 5, so we need to form a committee and meet maybe twice a week and draft ordinances and ballot titles that would come before the Council and have the information reviewed by the City Attorney's office to make sure that they are legal and enforceable so we can avoid court challenges. She said she is concerned that we don't have extra general fund money which is what we have to utilize to implement this process and she referred to the efforts in Portland where they are forming a partnership, but that is not free. She said we might have a similar process because we don't have staff members to determine compliance of certain ordinances. She stated if the Council agrees with her suggestions, and she is welcomed to any other input, and said they would then recommend to staff to start drafting legislation that Council could adopt next Tuesday as a walk-on resolution to form a committee, determine the purpose of the committee, determine the makeup of the members of the committee, and the timeline. She said staff will draft the application form and make it available on the City website and City Hall.

Councilor Butterfield said Council did go through the ordinances that were suggested and that is where this information is coming from and said this is a way to help resolve it.

Councilor Clark thanked Council President Henderson for thinking of this idea and said she believes strongly in the democracy of this nation, by the people, of the people, for the people and said she did

not support the last Charter change because they did not have a citizen committee. She said we have enough input and said that the citizens feel like they have not been involved in the process and said this is a great way for people that have ideas to get involved. She stated the process of how the appointments are made can be worked out pretty smoothly and this is a way for the entire community to make a stand on what our community wants. She stated this will be the will of the citizens.

Council President Henderson clarified that we are talking about November of this year.

Mayor Middleton said these ordinances would go into effect before any store is opened and it is not anticipated to open until late 2015, so this would all be set and required before the business could open. He referred to the timeline and stated the importance of setting up a committee, drafting the ordinances and putting them on the November 2013 ballot.

Council President Henderson said she proposed this idea to Council and staff because when she read the petitions and the top of the petition said that all employees in Sherwood who live or work here should have access to health care and sick leave and said when we think about drafting these ordinances we need to know who they would eventually impact. She said she is not sure who we will be helping or hurting when drafting an ordinance of that nature so by having citizens and businesses be part of the committee we can get a better understanding of the effects on the businesses. She referred to Sherwood having a number of small businesses and start ups and that we are a community of entrepreneurs and she suggested that some entrepreneurial businesses don't always provide sick leave or health care for a number of years because they simply can't afford it.

Mayor Middleton announced this is the plan Council is proposing and will be carrying out and suggested that residents that are interested in serving on the committee should start looking on the website for the application. He said the groups in town should just have a representative from the group apply.

Council President Henderson stated we do have to adopt the resolution first and asked if that is the direction Council wants to go. Council agreed and she asked the staff if they need any clarification. No clarification was needed.

Mayor Middleton thanked everyone for attending and said that they did make a difference. He also thanked the Council for working through this process. He said he is happy with the way this turned out and said it should be beneficial for everyone.

Mayor Middleton called for a 5 minute recess and said that they would continue to hear citizen comments after the recess.

Mayor Middleton called the meeting back to order at 8:00 pm.

Kimberly Arbigast, did not come forward.

Patti Spreen, came forward and continued to read the timeline (see record). She read: *Langer Crossing will be a new 22-acre power center in addition to new office and flex space on the remaining 27 acres. Langer Crossing preliminary design will include approximately 225,000 square feet of retail plus 295,000 of office and flex development. From their leasing information site plan the largest building was going to be 90,000 square feet and this is what was*

specified at the time during the hearings for Minor Modifications. It was going to be a retail/flex space split 50/50. Also of note, in the Sherwood Town Center design at the time of the Minor Modification hearings Century Drive was not extended through the Langer PUD. For reference, the 1995 PUD ordinance zoning information is attached which shows the differences between major and minor modifications. In August 2008, City Manager Ross Schultz resigned. Christina Shearer City of Sherwood's CFO and CPA resigned. The chief financial position remained vacant from November 2008 to February 2010. Ad reads a qualification is that the applicant MUST be a Certified Public Accountant (CPA). CPAs are accountable for all financial documents. Who is hired: Craig Gibons, who is not a CPA and is a History Major. Craig Gibons was hired to fill the position and manage the city's \$40,000,000 annual budget. On July 26, 2010 a special City Council session was held making changes to approve new development agreements. August 2010 City approves funding for Langer Farms Parkway project. In 2010 Matt Langer is on unemployment. Unemployment income listed as source of revenue. November 2010 Matt Langer, 38, ran unopposed for the city council Position 1. Elected for first year on council (expires January 2015). "Langer, who works in property management, said he hopes the council can encourage business development in Sherwood during his time in office." October 2010 Langer Parkway built with \$4,000,000 from county MSTIP funds. January 2011 Matt Langer appointed the liaison to Sherwood Urban Renewal Planning Advisory Committee (SURPAC). The proposed Walmart site was zoned 'urban renewal,' normally a classification for blighted urban areas and not farmland. For info on the SURPAC members please visit: <http://www.sherwoodoregon.gov/surpac-members>. August 2011 Senior Planner Brad Kilby is hired. August 23, 2011 City Manager Jim Patterson resigns to work in Corvallis. October 4, 2011 Dolly Langer passed away. She was adamant she did not want the PUD property to be sold, only leased. After the earlier Langer PUD modification hearing, the family and Gramor brought in leasing agents not Sales agents for the property.

Wendy Malcomson, came forward and said Amanda Stanaway could not be here but wanted everyone to know that there is a fundraiser on Friday for the appeal fees that have been filed for the residents that did not receive notification that were within the 1000 square foot boundary. She said it will be Amanda singing and Anton. She referred to the cover of the Times that reported that Tualatin has a poverty problem and she is concerned if Walmart moves in which road are they going to take to get here. She referred to Walmart sponsoring several things such as the Family Fun Area at Cruis'in, the flyers they provided to City Hall and the mailer and is sickened by the way they propose how helpful they will be to the community. She referred to the crimes in the parking lot and said one of the murders in their parking lot resulted in a policy change because their security guards were told to protect their assets at all costs. She said in one case the security guard followed a shoplifter to the parking lot and shot and killed the shoplifter without noticing two small children sitting in the back seat. She said they have since changed their security policy but if most people knew this, those in favor of Walmart would possibly change their mind. She commented on hearing that the homeless are referred to Walmart and said it is distressing and she referred to Tigard's homeless problem. She worked for a nonprofit downtown that served the homeless and she said many suffer from mental illness and substance abuse and to have them in our community where our kids are is very disturbing. She said she is trying to raise her daughter to know that one person can make a difference, and she has not been given any agenda, but she is trying to teach her to stand up for what you believe in even if you are the only one standing. She said her daughter polled her kindergarten class and found 1 of 25 students want Walmart. She said she hopes her daughter can see that they can make a difference.

Morteza Aleali, did not come forward.

Scott Haynes, approached the Council and said the community is built and maintained by many entities from our schools, neighborhoods, city government, churches, protective services and businesses and all of these are connected through concerned and involved citizens. He said that we have had businesses in the past opened for 24 hours and it has not hurt us and asked how it would now. He referred to the surrounding towns in Washington County that have businesses open 24 hours and citizens still succeed in building strong families and communities. He asked about crimes and small businesses being hurt in West Linn, Hood River, Beaverton or Lake Oswego since businesses started to be open 24 hours. He commented Sherwood is a small town but we are not isolated, we are part of a much larger region that will have 18 Walmart stores in a short while. He stated that we have many citizens from Sherwood that travel to Wince and multiple Costco locations, and said we have a population that would benefit from this style of store in our community. He stated there are people below the poverty level in Sherwood. He said we have a reputation for being unfriendly to business and we can't make the same mistakes that Washington DC and Portland are doing. He referred to enacting laws at single retailers now, and asked why didn't we go after Home Depot, Target, etc. because they didn't fit the same model in the community that some believe is best for us. He stated if we enact laws that actively seek to raise businesses cost of operations we need to consider what that will do to the future of Sherwood. He asked where the protesters were when the other big box retailers came to town and asked where are the additional tax dollars going to come from that we are going to need to function going forward. He asked why a business that follows the laws, receives no special treatment, brings needed tax dollars to our town is targeted and vilified. He said Target, Safeway, Kohl's, Home Depot and Albertsons all have their own hiring, firing and promotion policies and some even average lower wages than Walmart. He stated a store will not break Sherwood and a single business will not take down our community. He noted what will be the ridiculous arguments and ignoring the facts in dealing with comparisons with wage and working conditions and even targeting neighbors with childish acts of vandalism. He referred to the garbage that was dumped on his property but said he still has faith in our community. He said the community needs leadership, our town is broken and let's be neighborly.

Jim Haynes, approached the Council and said Walmart coming to Sherwood has generated outcry that is not unique nationally, either is the misinformation about Walmart's impact on communities. He said if the goal is to legislate as a way to stop Walmart, sadly that is misdirected and the impacts will be far beyond any possible impact by Walmart. He stated the proposals may sound good to some people and reasonable to a lot of people, but would be egregious to businesses that are currently in place or might be interested in Sherwood in the future. He said unfortunately our image of being unfriendly to businesses will precede any attempts we have to grow our tax base and job opportunities in Sherwood. He stated it is troubling that this has become so personal by so many people and it is remarkable that one of the reasons to keep Walmart out is to save small businesses, while there are a lot of statistics and studies to the contrary that Walmart has been neutral if not positive for small businesses in various communities. He said in the effort to save small businesses there has been a request for a boycott of small businesses connected to the Sherwood Chamber of Commerce. He stated if you want to stop Walmart in order to save small businesses it is counterintuitive to boycott small businesses such as Symposium Coffee, Sherwood YMCA, Altech Financial, Portland Badge and Sign Company, Trinity Wealth Strategies and his own small company Western Heritage Public Relations. He stated fortunately boycotts seldom work but attempts to stop

Walmart can have a very negative effect on other businesses here and those that might be interested in coming here.

June Reynolds, came forward to answer some of the questions that have been raised and she asked how many big box stores Sherwood can support. She stated we are having a hard time revitalizing the old town area and we have put a lot of money into it and we have nice parks for people to enjoy, but how is this all going to work out. She spoke about Target and referred to the question about why didn't people protest Target and why are they waking up now. She commented about Target and all the things that are going on in 6 corners and said she accepts them and she has been in Sherwood since 1962. She said we did not see a spring of people rise to protest this, but now people are realizing the reason why they first came to Sherwood was because of the small town and the small town feel of this place. She referred to a statement about putting 30,000-50,000 more people in this town in 5 years . She said the young people that she used to teach are now raising families and are valuing this ambience that they now have. She continued to read from the timeline (see record). *October 4, 2011 City Council votes on Ordinance 2011-011 to amend the development code for land divisions, administrative processes public infrastructure and site plan modifications. Matt Langer does not recuse himself from the discussion or the vote. New language is inserted into the code regarding minor and major modifications to site plans, changes to the administrative rules for processing subdivision applications to be effective 30 days after vote. December 11, 2011 Langer partition application for partitioning 55 acre parcel, a proposal to partition approximately 55.09 acres into two separate parcels. Decision maker: Planning Director. April 12, 2012 Langer Subdivision 12-02 Proposal to partition approximately 55.09 acres into five separate parcels. Decision maker: Planning Director. May 7, 2012 Sentinel Storage Annex application submitted. This project is phase 8 of the Langer Family Planned Unit Development. The site is located on a 6.93 acre site which is a portion of the site currently in review for subdivision approval. The applicant proposed a self-storage facility with 430 storage units to include open, covered, partially enclosed and fully enclosed units. Decision maker: Planning Commission. May 10, 2012 Councilor Langer voted on Capital Improvement Projects. This included the Century Drive Extension project and she commented that unfortunately there was a problem with wetland and they weren't taken care of because there wasn't any money in the city coffers. She read July 24, 2012 Washington County Board of Commissioners vote to fund Sherwood road project. She ended with a poem: the ship is state, putting the water under the boat could be very difficult even if you have 4 wells, where does the money come from, the League of Oregon Cities, double dipping on Urban Renewal funds for 13 long years, did this float our boat and our inane words keep community alive.*

Mayor Middleton returned back to Council comments. Councilor Butterfield had no comments.

Council President Henderson asked City Attorney Pam Beery if it was possible to have legislation ready to adopt at the Council meeting on June 18, 2013. Pam Beery said they will have something ready. Councilor Henderson said she realized they were already working on some preliminary drafts but Council needed to provide more detail. Pam Beery said she is clear on that and it will be ready.

Councilor Henderson said that it is difficult to get up here and be judged repeatedly, night after

night, and said it is painful and hurtful because this one decision, while it has propelled people to come to the room and be active, there are lots of projects that have gotten done over the years that involved similar citizen participation. She said this one issue does not define my service on the Council. She stated that she has participated as a citizen since 1999 and served on the Parks Board for many years and was part of the amenities that we all enjoy and are treasures in our community, and provided an explanation of the work involved to build Snyder Park. She referred to the significant investment that has been made in old town and the Cannery Square and while that is a wonderful amenity, there have been challenges with respect to the water that have required many extra hours, especially of Councilor Butterfield. She commented that these contributions should not be so easily dismissed. She said it is painful to sit here and to think that the disservice of this one private property decision is the only contribution that you will consider the Council has ever been a part of. She said her children don't understand why there is not a balance between what Council has done and what they are trying to fix. She commented on the 10 years it took to get bathrooms at Stella Olsen Park, and complimented the staff for helping get this done and coming up with a reasonable and cost effective solution. She stated the great things we have in our community are thanks to our great staff and they have also been treated badly and misjudged as Council has been misjudged. She said the employees are the ones that manage our projects and work hard to keep them under budget and on time, and she referred to the street improvement projects on Railroad and Washington and said that was a product of our staff and shows how hard they work. She said the employees are the tools of our community while the Council is the policy makers, and she commented that the staff is rarely appreciated. She commented that she will not be judged by this one issue, as she has worked in the community since 1999 doing the best to represent the largest majority of people in town on any vote that she has taken. She said she will continue to serve by trying to make decisions based on what benefits the most people in Sherwood given the resources that we have. She commented on her recent trip with Assistant City Manager Tom Pessemier to Washington DC, and said the purpose of the trip was to find sources of funding that may be available for Sherwood for road projects and potentially the YMCA. She stated that the whole time she was working in DC she was getting angry, disrespectful and mean emails and it was hard to focus. She said she is hoping that in forming a citizen review committee it will help educate the public on the process and maybe we can find improvements on how we do things in Sherwood. She hopes that suggestions will be made and brought to staff and people won't feel like this was a process that just happened. She said she appreciates the comments that have been made.

Mayor Middleton asked if Council had any further comments. With no further comments, he returned to citizen comments.

Ruthanne Rusnik, came forward and commented that citizens were cut off at 7:30 pm with the comments they came to make and referred to Councilor Henderson speaking of the accomplishments of the Council and said she appreciates their work, but the purpose of this meeting was for citizens to be heard. She asked the Council what they are expecting this committee to review, and said there is a question that has not been answered, and said it seems the Council has the position that Walmart is a done deal and there is nothing that will change that and she sees no point in a review committee that is not going to allow us to have any steps to take. She asked how is the review committee, which is supposed to have its work done before November 2013, going to come up with plans to deal the incredible traffic problems that are going to come to our neighborhoods as a result of Walmart.

Morteza Aleali, came forward and said he was driving down Tualatin Sherwood Road two weeks

he doesn't want Walmart to outsource our jobs and our future. He stated if Walmart wants to have a superstore here they should build a super highway for the clients, and all the products should be made in America.

Lori Stevens, approached the Council and spoke about the recording process and being transparent and said that this session originally was not going to be recorded or have minutes taken and they pushed back and said no. She noted the importance of being transparent and said it needs to be recorded somewhere. She discussed how the Council treated each other at the last meeting and said the comments that they exchanged were embarrassing and if she acted that way at work she probably wouldn't have a job. She said she approached a few Council members and emailed them and said she did not appreciate the eye rolling toward the audience or some of the comments they gave. She said one member sent her six pages of his transcribed notes that she then wanted to compare with the minutes. She stated Mr. Gall informed her that they would not be available until July because the minute taker was out at some kind of administrative training and commented that is not very transparent. She said some of the things in the hand written notes were not quite accurate and she wanted to compare them to the record and she said she compared the notes with the video tape but some parts are hard to hear and break up. She echoed what the last person said about the stalling and stated this was to be for the citizens to speak for 3 hours on Walmart comments only and we were guaranteed that you would listen with no questions or comments from the Council. She said Council hijacked the meeting for approximately 24 minutes of our time to give their own comments, and she appreciates all of what the Council has done but said they can hold their own session to toot their own horn, but that is not tonight. She said she realizes that they all have done great things and have lives and said she has put in 17.5 hours since May 7 sitting here and she knows that Council has done as much and actually more because of other meetings. She said we appreciate that and the new committee being set up, but that doesn't address the issue. She said this is the new Sherwood City Council, even though we don't get to vote, but for all intents and purposes this is the new City Council.

Mayor Middleton thanked everyone for being respectful and said we are trying to refine our process and hopefully coming up with solutions and realizes he can't please everyone but the Council is doing their best.

5. ADJOURN:

Mayor Middleton adjourned the work session at 8:45 pm.

Submitted by:

Colleen Resch, Administrative Asst.

Bill Middleton, Mayor



Home of the Tualatin River National Wildlife Refuge

SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
June 18, 2013

CITY COUNCIL EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 6:00 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Robyn Folsom, Dave Grant, Matt Langer, and Krisanna Clark. Councilor Bill Butterfield was absent.
3. **STAFF AND LEGAL COUNSEL PRESENT:** Tom Pessemier Assistant City Manager, Craig Sheldon Public Works Director, Police Chief Jeff Groth, and Sylvia Murphy City Recorder. City Attorney Chris Crean.
4. **TOPICS DISCUSSED:**
 - A. Labor Agreements, pursuant to ORS 192.660(2)(d). SPOA and AFSCME agreements.
5. **ADJOURN:** Mayor Middleton adjourned to a Council work session at 6:10 pm.

CITY COUNCIL WORK SESSION

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 6:15 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Robyn Folsom, Dave Grant, Matt Langer, and Krisanna Clark. Councilor Bill Butterfield was absent.
3. **STAFF PRESENT:** Tom Pessemier Assistant City Manager, Julia Hajduk Community Development Director, Craig Sheldon Public Works Director, Julie Blums Accounting Supervisor, Police Chief Jeff Groth, Ashley Graff Intern, Colleen Resch Administrative Assistant, and Sylvia Murphy City Recorder.
4. **TOPICS DISCUSSED:**
 - A. **Memorials on City Property:**

Council deferred this topic to a future date as staff presenting the information was not present.
 - B. **Tourism Update:**

Tom Pessemier explained that the City Council and SURPAC in 2006 put together the “Economic Development Strategy” and explained the overall strategy included information on jobs, retail and development. He informed the Council that SURPAC has discussed tourism and is seeking feedback from the Council. He spoke of a strategy to promote in four areas: The Wildlife Refuge, Hotel-Motel Initiative, Gateway to Wine Country and a Sports Initiative. Discussion followed regarding cost and benefits of the initiatives.

Tom explained the focus on the Refuge and opportunities to partner with the City. Discussion followed.

Tom recapped Sports Initiative and the need to invest if this was a Council priority. He stated SURPAC showed some interest due to the return on investment. Discussion followed regarding maintaining assets, and cost and opportunities of providing information to the sports leagues to help promote the city.

Tom recapped Gateway to Wine Country and discussion followed regarding what this could look like, with tasting rooms, opportunities to promote, zoning changes and signage. Council discussed as a long-term project and what can be done now.

Tom recapped Hotel-Motel Initiative and discussion followed with Council support of the need, and services provided by neighboring cities. Council discussed SDC’s and eliminating room tax/fee and Tom reminded the Council that staff would be working on SDC’s this fall.

5. ADJOURN:

Mayor Middleton adjourned the work session at 7:00 pm and convened to a regular meeting.

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER: Mayor Middleton called the meeting to order at 7:08 pm.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

4. COUNCIL PRESENT: Mayor Bill Middleton, Council President Linda Henderson, Councilors Robyn Folsom, Dave Grant, Matt Langer and Krisanna Clark. Councilor Bill Butterfield was absent.

5. STAFF AND LEGAL COUNSEL PRESENT: Tom Pessemier Assistant City Manager, Julia Hajduk Community Development Director, Craig Sheldon Public Works Director, Bob Galati City Engineer, Jeff Groth Police Chief, Accounting Supervisor Julie Blums, Captain Ty Hanlon, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy. City Attorney Chris Crean.

Mayor Middleton indicated an amendment to the agenda and stated an item C would be added and the Council would address Council Announcements before Citizen Comments. No Council objections were received.

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

6. CONSENT AGENDA:

- A. Resolution 2013-030 Reappointing Lisa Walker to the Sherwood Planning Commission**
- B. Resolution 2013-031 Extending the Portland General Electric Franchise Agreement through December 31, 2013**

MOTION: FROM COUNCILOR ROBYN FOLSOM TO ADOPT THE CONSENT AGENDA, SECONDED BY COUNCIL PRESIDENT LINDA HENDERSON, MOTION PASSED 6:0, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR (COUNCILOR BUTTERFIELD WAS ABSENT).

Mayor Middleton addressed the next agenda item.

7. PRESENTATIONS:

A. Proclamation Proclaiming July as National Parks & Recreation Month

Mayor Middleton read a portion of the proclamation and stated parks and recreation programs are an integral part of communities throughout this country and are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region.

Mayor Middleton addressed the next agenda item.

8. NEW BUSINESS:

A. Resolution 2013-032 Adopting an Evaluation Document Containing Criteria for the Review and Evaluation of the City Manager's Job Performance

Assistant City Manager Tom Pessemier reported that the City Manager has an upcoming evaluation and the Council is responsible for determining the process and criteria used. He stated there are criteria in place but we have a City Manager that has not been evaluated before and there have been conversations about creating more information for his benefit and for Councils benefit to understand how he is performing. He said the resolution has the criteria for the review and evaluation of the City Manager's performance for Council consideration. He said there have been some discussion today about potentially including staff in that evaluation process and that was not contemplated in what was put together, and if the Council is interested he has the amended language (see record, Exhibit A). He mentioned that City Manager Gall has looked through all of the documents and put some of it together so this could be done in a well thought out manner. He stated Mr. Gall has not had a chance to comment on potential changes in the Exhibit.

Mayor Middleton asked for Council comments.

Council President Henderson asked if the Council saw the updated language. She clarified that the resolution in the meeting packet did not include an avenue for staff to submit the same evaluation form directly to the City Attorney's office and said this will provide additional information to help Council complete the City Manager's review. She stated the amendment to the resolution doesn't

change the content form or the categories, but simply includes how the staff gets the information to the city attorney's office.

Councilor Folsom asked which staff this includes. Councilor Henderson responded the Senior Management Team. Mayor Middleton asked Mr. Pessemier to list the senior staff with titles. Mr. Pessemier responded: Community Development Director, Public Works Director, Police Chief, Assistant City Manager, Community Services Director, and the City Recorder. He said that is the Senior Management Team at this time but there have been conversations about adding to this team.

Mayor Middleton commented that it is important that the staff doing the evaluating remain confidential and asked the city attorney if their names are required. Mr. Crean said no and anything that is submitted will be protected under the attorney client privilege. Mayor Middleton stated that staff should know that the comments made will only be read by the city attorney's office and summarized to Council.

Tom Pessemier said what Council has before them are both of the resolutions and potential language changes that could be made. He suggested reading the changes out loud and referred to the timing and said if this is too rushed for the Council it can wait until the July 16, 2013 meeting, but this would delay the rest of the process.

Mayor Middleton asked if the resolution could be amended tonight with simple language.

Tom stated the Council could amend the resolution that was proposed and read how it would be amended, if the amendment is approved, then the Council would adopt the amended resolution.

Mayor Middleton asked the City Attorney what the wording would be. Mr. Crean said Paul Elsner was working on this and provided the language, currently before the Council (see Exhibit A). Mayor Middleton asked if that is all the language that is needed. Mr. Crean responded yes.

Councilor Clark asked if the resolution number would remain that same, Resolution 2013-032.

Councilor Folsom said it will be the same number as amended. The following motion was received and the amendment was read in its entirety, (see record, Exhibit A).

MOTION TO AMEND: FROM COUNCILOR CLARK TO AMEND RESOLUTION 2013-032,

RESOLUTION 2013-032 AS AMENDED

A RESOLUTION 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

WHEREAS, the Sherwood City Council wishes to adopt a set of criteria to assist it and the City Manager in evaluating the City Manager's job performance;

WHEREAS, Exhibit "A" attached to this Resolution is a document which contains the criteria the Council wishes to use in performing its evaluation; and

WHEREAS, Council believes it necessary and appropriate for review and evaluation of the City Manager to obtain input from senior staff concerning their perceptions of the City Manager's performance.

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

Section 1. Exhibit "A" is hereby established as the City's Evaluative device for assessing the City Manager's job performance. The Mayor and Council President may, if they choose, delegate their duties described in Exhibit "A" to the City Attorney's Office.

Section 2. Senior Staff will be offered the chance, utilizing criteria described in Exhibit "A", to provide Council with their collective and individualized observations/perceptions on the City Manager's performance.

Section 3. The observations described in Section 2 will be treated as confidential and provided to the City Attorney's Office for that Office's compilation, summarization and transmittal to Council.

Section 4. The terms of this resolution shall be and are effective as of the date of the adoption of this resolution by City Council.

MOTION SECONDED BY COUNCILOR FOLSOM, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BUTTERFIELD WAS ABSENT).

The following motion was received on the proposed amendment.

MOTION: FROM MAYOR MIDDLETON TO ADOPT AMENDED RESOLUTION 2013-032, SECONDED BY COUNCIL PRESIDENT HENDERSON, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BUTTERFIELD WAS ABSENT).

Mayor Middleton responded to questions from the audience and said the criteria is in the Council packet. He addressed the next agenda item.

B. Resolution 2013-033 Authorizing the City Manager to Execute a Construction Contract for the 2013 City Paving Projects

City Engineer Bob Galati came forward and introduced the resolution which authorizes the City Manager to enter into a construction contract with the lowest bidder for the paving projects. He said these are the yearly maintenance road construction projects that public works puts together, which include three separate segments; SW 12th Street between Hwy. 99 and SW Sherwood Blvd, SW Murdock Road between SW Upper Roy and SW Sunset Drive, and SW Wildrose Place basically the whole road from Tualatin Sherwood Road through the cul-de-sac. He referred to a bid document he submitted to the Council which includes the bids that were received after the Council packet was produced, and said 4 bids were received with the apparent low bid being \$434,622.50 from Kodiak Pacific. He referred to the estimated cost of the project and the range of bids associated with that. He said the resolution itself discusses how we are going to issue this as a not to exceed amount and will issue the contract under the bid amount and the contingency amount of 10%, which is standard.

He stated the valuation will be much less than what is shown in the resolution, but the resolution does cover the construction and the design costs. He said in the financing of this it comes out of the street maintenance fund. He referred to difficulties transferring the funds and said parts of the funds were transferred and the other part of it, actually from the construction costs, will have to be dealt with in a budget amendment. He asked Julie Blums to provide specifics.

Accounting Supervisor Julie Blums stated that Public Works Director Craig Sheldon discovered that the contract services portion of the pavement management projects for next year was inadvertently left out of the expenditure line item when we adopted the budget, so the funds are sitting in fund balance. She said she will bring a supplemental budget on July 16, 2013, to appropriate those funds.

Council President Henderson clarified that a portion of the \$554,000 is in a fund that needs to be transferred in July. Julie said we had a total of \$700,000 in pavement projects, slurry seal for infrastructure projects and part of it was included because it was for personal services but about \$540,000 were not and that is what she will be bringing forward for contract services. She said it's also for slurry seals and other things, not just for this project.

With no further Council questions, Mayor Middleton asked for a motion.

MOTION: FROM COUNCILOR GRANT TO ADOPT RESOLUTION 2013-033, SECONDED BY COUNCIL PRESIDENT HENDERSON, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BUTTERFIELD WAS ABSENT).

Mayor Middleton addressed the next agenda item.

C. Resolution 2013-034 Creating a Special Committee to advise the City Council on possible referral to voters of ordinances establishing new business regulations

Mayor Middleton confirmed Mr. Crean also had information regarding conflict of interest. Mr. Crean stated he would provide the staff report for this resolution and then address the conflict of interest issue.

City Attorney Chris Crean provided the staff report and stated that over the last few weeks the Council has heard substantial public testimony about a number of ordinance ideas the city may want to pursue in response to Walmart coming. He stated it was suggested that the Council create an advisory committee to identify the ordinances that need to be drafted, draft the ordinances and present the recommendations to the Council for consideration. He said recommendations in the same way the Planning Commission or the Parks Board periodically recommends legislation. He said the notion is those ideas the Council felt they wanted to refer to the people, they would refer to the ballot in November, 2013. He stated this resolution sets up an advisory committee and specifies the number of members, including how you identify and select the members, it is an official public body governed by public meeting laws, and the committee will have to finish their work and bring recommendations, a written and verbal report, to the Council prior to the first meeting in August due to the election time frame. He stated the ordinances will have to be adopted in August and referred to the ballot and this needs to be submitted to the County Elections officials by the first week in September, September 5, 2013. He said this will be a quick committee that the city will staff, and provide staff resources, and they will recommend ordinances that the Council could act on or not, and refer to the ballot as the Council wishes.

Mr. Crean addressed the conflict of interest issue and said based on comments he has heard he looked these up. He said these ordinance, the notion is, they would apply, the notion is these are big box regulations ordinances, but that is not anywhere specified and this advisory committee may come back with ordinances affecting the hours of operations for all retail operations in the City of Sherwood or maybe those just larger than 100,000 square feet, we don't know. He said hours of operations and overnight parking, employment regulations, he has heard while Councilor Langer because he sold the property to Walmart has a conflict of interest, but the fact is the regulations would apply to all similarity situated businesses within the City of Sherwood, and frankly Councilor Langer doesn't own the property anymore he sold it, so he has no financial interest in whatever is going in the 145,000 square foot building, assuming it gets built. He referred to ORS 244.020 subsection 1 and said an actual conflict of interest is "any act or decision the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or business". He stated a potential conflict of interest is very similar with one significant change "any action or any decision the effect of which *could* be to the private pecuniary benefit or detriment of the person or the person's family". He said that is actual, if you are going to get a private benefit or avoid detriment from your decisions then that's an actual conflict of interest. And if you *might* suffer a detriment of a joy benefit, that would be a potential. He referred to ORS 244.040 and stated a "public official may not use official position to obtain a financial gain or avoid a financial detriment and when there is an actual or potential conflict of interest with the potential conflict of interest the public official has to announce potential conflict prior to taking action but can still participate if it a potential. He stated if it is actual conflict of interest the official has to refrain from participation in discussion and from taking any official actions unless your vote is required for a quorum.

He stated under the facts here, there is no actual or potential conflict of interest because as he understands, Matt Langer or his family no longer have any interest in the property that Walmart purchased. Walmart owns the property and the effect of any regulation on that property would be suffered or enjoyed by Walmart, the property owner, and any other large store, such as Target, Home Depot. He suggested if an ordinance is drafted in a way that affects all of those businesses they would have an actual or potential conflict of interest and if they served on the Council and would probably have to announce a conflict and refrain, but at this point nobody on the Council has any financial interest in those properties that he is aware of. He said conceivably those are anchor stores, Target, Walmart and Home Depot and there are other stores around them, the satellite stores arguably are there because they live off the traffic that comes to the Target but that is a large class of businesses in the city and would qualify for class exemption under the conflict of interest laws.

He said given his understanding and he has been working with these laws for a long time, there is no actual or potential conflict of interest that prohibits Councilor Langer or any other Councilor or the Mayor from participating. He informed the Council there have been two complaints filed with the Government Ethics Commission, one this same question, one on May 22, 2013, by Kathy Hollaman and one in June by Debbie Price, and in both cases the Government Ethics Commission agreed that there is nothing stated in either complaint that indicates there has been any violation of the public ethics laws. He said it's not just him, the Government Ethics Commission also agrees there is no actual or potential conflict of interest under the facts as we understand them today. Mr. Crean offered to answer questions.

Mayor Middleton asked for Council questions or comments on the resolution.

Council President Henderson asked if Tom Pessemier was going to address the staff report.

Tom Pessemier referred to the June 12 meeting and the attendance of city attorney Pam Beery and listen to the conversation and the direction the Council gave her to put together a resolution. He said they collectively reviewed it to make sure they drafted what they heard, but said when you're trying to create a resolution on the fly, certain things can be either not clear or could be better clarified. He referred to the staff report where staff identified the areas that the Council might want to think about or have discussion and trying to anticipate where the Council might be going, as we don't want to be making policy decisions for the Council without their input.

He said the Council may want to identify a name for the proposed committee, its called "Special Committee" now. To determine whether the proposed composition of the committee is sufficiently defined to assure representative membership of residents and businesses. He said this was the conversation that Pam Beery heard on a few things that the Council talked about, how they want this committee formed and who's representing on it.

To determine whether to provide additional guidance in the resolution as to the desired outcomes of the potential legislation. He noted there was not any conversation what the scope of the committee was and you may want to consider specifying whether the committee are just talking about overnight parking, 24 hours of operation and employee regulations, as Council could potentially get a variety of recommendations that were not anticipated. He discussed the timing related to the committee and making a recommendation for a November election and said he penciled out some dates to think about. He said today is June 18th and the earliest we can be taking applications is June 19th and because we want to get the committee set up as soon as possible, we tentatively targeted the July 2nd Council meeting as a date to adopt and set the members on the committee. He said in order to do this, there needs to be a process to select the members and we would probably have to make the applications due June 27th in order for the Council to make a July 2nd meeting and selection.

Council President Henderson clarified staff was proposing the deadline for applications would be 5pm on June 27, 2013.

Tom Pessemier said yes, in order to have time to screen the applications and make sure to get the right composition for the committee. He said the committee would have from July 2 to the first Council meeting in August to do their work. He stated that it would be some quick work because if you work backwards from the election the County has to have the information by September 5, if you're looking at a November 2013 election and the Council has to have time to consider what is proposed and adopt the appropriate legislation on August 6, so there is a tight timeframe for the committee to do their work and trying to create ordinances in a month will be a challenge to get on the ballot by November 5, 2013, where the other option is the May 2014 election. He said it probably won't be part of the resolution but it would be wise to discuss what process Council wants to use to select committee members.

Council President Henderson clarified with Mr. Crean that if the committee submits recommendations to Council by August 6, then the city attorney would draft a ballot title and an explanatory statement that Council would then adopt on August 20, and that would give the City Recorder enough time to get that information to Washington County by September 5, 2013.

The City Recorder stated she would have to look at the calendar and said we also have to do the noticing of the ballot title and explanatory statement and will need to check with the Oregonian to make sure we meet the noticing requirement. She said there are a few more steps other than getting it to the County, we have to do the public noticing. Mr. Crean clarified with the City recorder that the public noticing requirement after Council adoption is a 7 day appeal period. She said yes. Mr. Crean stated he thinks that can be accommodated within August. Sylvia said all these functions can occur the day after adoption. Mr. Crean clarified that if you adopt on August 20, public notices can go out on August 21, and that will give the 7 days for appeal period is someone doesn't like the ballot title.

Mayor Middleton asked for Council comments, with none heard he asked for a motion.

Council President Henderson asked if the Council felt strongly about giving the committee a special title? No comments were received.

Councilor Folsom said she heard Tom's message about scope and said she thinks we need to make sure our direction clear and that this is not a targeted ordinance, but a direction of defining the community to make sure we don't target any ordinances at any specific situation. She asked the Council if they all felt that way, the Mayor responded "correct" and no objections were heard. She said she thinks we have to have the discussion of what is the process of selecting the members. She referred to the process of selection for the Cultural Arts Commission and Parks Board, with having multiple applicants, conducting interviews and not everyone gets selected and asked how do we define a process that is fair and impartial for the public.

Mayor Middleton said the applications will be compiled the people that apply and made reference to the process of the Council having liaisons on other boards & commissions and due to the fact that this committee doesn't have a liaison, he and Council President Henderson spoke of having himself, the Council President and a staff member will review the candidates on present them back very quickly to the Council. He said they would come in on Friday, June 28 after the deadline closed. He stated we would then allow Council comments on that. He commented regarding the business members and residents filling out the applications and noting their interest and business and stated it has to be focus and said he thought we were focusing on 3 or 4 ordinances.

Councilor Folsom asked if there will be a staff liaison assigned to present them with information so we don't replicate ordinances that already exist in the state. Mayor Middleton replied yes.

Mr. Crean referred to Section 4 of the resolution that states that the City Manager will provide or designate staff support for the committee and the city attorney's office will provide legal advice to the committee.

Mayor Middleton stated it would probably be Tom Pessemier.

Councilor Henderson stated they will probably meet biweekly.

Tom Pessemier said that he spoke with City Manager Gall and said every board and committee needs organizational structure and needs to keep minutes and make sure that the meetings follow the meeting laws and the Council may want to consider who will be best in that position and suggested the City Recorder. He said staff will be there to answer questions and assist in any way

possible. He said he thinks the committee will need to be fairly autonomous in what they are able to do to get this done.

Mayor Middleton suggested if there are certain groups, that citizen groups send one person forward to apply for the committee, so we get a fair representation.

Council President Henderson clarified that the application process will be just like the other boards and commissions application process and the application will be available on the city website and paper copies will be available at City Hall.

Tom Pessemier said the city has a standard application but there could be different criteria that may be added to the form, such as a supplemental page so that we get the correct information for this particular committee. He said it will essentially follow the same process.

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

MOTION: FROM COUNCIL PRESIDENT HENDERSON TO ADOPT RESOLUTION 2013-034, SECONDED BY COUNCILOR CLARK, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BUTTERFIELD WAS ABSENT).

Mayor Middleton addressed the next agenda item

9. COUNCIL ANNOUNCEMENTS

Councilor Clark stated she wanted to talk about something that was brought to the Council a few weeks ago and said we got a lot of letters from citizens on concerns of maintenance at the YMCA. She said in the former leadership, she requested to see the contract as we have a very unique relationship with the YMCA that was started in 1996. She said the city built this recreational facility and contracted with the YMCA to run the facility. She said it was a wonderful idea, outside of the box, that had not been done before. She said the city had a contract that she had not seen and wanted to know what were the parameters as it had been a long time. She said a copy of the contract had been provided to everyone on the Council and she reviewed it and said lots of things have happened since 1996, and we have had some wonderful economic years and some rough ones. She said she wanted to see since there has been maintenance issues, and they currently have a proposal to work on those issues, what we were financially looking at and said this has always been her question, what are we financially looking at and what do the citizens want for our recreational facility. She said she believes all of the Council has looked and indicated this is a public document and anyone can look at it. She referenced Section 3-Financial which references financial obligations of the YMCA to the city and the city's response to that. Under Section 3(e) it talks about the operator, the YMCA, shall provide the city quarterly financial reports covering the facility operations and attendance. She stated she wanted to see the financial reports and said there were other stipulations indicating a certain amount would go to the Columbia Willamette Valley and if operating expenses are exceeded, then 20% should go the city. She asked if the financial reports have been received since 1996 as per the contract.

Tom Pessemier said he would have to check about past reports but said we have been receiving the most recent quarterly reports. He stated that we have always had city representation on their board and the YMCA provides the financial information at the meetings to the Board but he doesn't know if

that information has been transmitted directly to the city. He said he does not believe we have a record of those documents. He said he met with Bob Hall, and he is currently working on the documents back to 1996.

Councilor Clark said as a Council, in terms of transparency, we need to hold our vendors responsible and we need to be responsible and need to tell them what we want. She referred to having two pages, the financials and what is coming in and what is it the citizens of Sherwood want from this facility and if these pages are not matching up then it is both parties responsibility to align these pages. She stated it is our responsibility under the contract to determine if something is needed that hasn't been provided, to give a 30 day written notice that we need that documentation. She stated she thinks that if we haven't received it in a formal manner as outlined by the contract that needs to happen. She said she would like to direct staff, if the Council is ok with that, to send them under the terms of the contract, a 30 day notice for those quarterly reports, so they can be audited and looked at so we can see what the financial status is.

Councilor Grant stated that he will be joining the YMCA Board on Thursday night and said he will discuss this at that time. He said he has looked into this and believes the way that term has been executed was by delivering the financials to the Council Liaison and we as the city have accepted that to this point. He said he thinks it would only require us to ask them to transmit them in a different way or to a different person. He said he does not believe we will have any resistance. He said he did not think they are in violation as they transmitted to the Council Liaison, this is why we have a liaison. He said he thinks we are all happy to see it on a power point, or whatever, the information is there and has been given to us. He said he doesn't think we asked for it to go any further than the liaison.

Councilor Clark replied that's not what the contract said.

Councilor Grant replied a 30 day notice is a little harsh and said if they came back to us and said no we aren't going to do that, then Council could send a 30 day notice. He said he doesn't see any resistance to that, he thinks we just need to work with our partner and look for it in a different form. He said he sees a group that is very willing to work with us and said he thinks a 30 day notice is a bit harsh.

Councilor Langer confirmed with Tom Pessemier that Tom said they already agreed to provide that information. Tom Pessemier said they indicated they would and said he believes what Councilor Clark is asking is to look at the actual provisions of the contract, not this section, but the section that talks about remedying contractual issues and making a formal request under that section which is different from them just voluntarily providing the information and us asking for it. He said it's up to the Council if they want it to go to that level or would it be better, as Councilor Grant has suggested, to ask for that and see what their response is.

Councilor Langer asked according to the contract who is supposed to administer it, is that a city staff function or the city council, are we supposed to be monitoring that and administering it. Tom said he asked City Manager Gall that question and said it's not clear in the contract who is responsible and this is definitely something we need to add to indicate responsibility to avoid these issues in the future.

Councilor Folsom said she agreed and we need to take some time and make sure that we follow up and that is something that tends to get lost when new administrations come in and new councils and

we need to put a process in place, this was a very unique arrangement and vibrant for our community and it is a good time to say we could do better. She said the YMCA has been a tremendous asset for all these years and she appreciates the YMCA Board and stated that Councilor Clark had been on the Board for many years. She said that we will make our partnerships better and stronger by continuing to look through the contract and see how we can do better.

Council President Henderson stated and confirmed with city attorney Crean that we have had a contract with a YMCA since 1996 and it has been amended a couple times, and asked Mr. Crean if the amendments ever amended the financial arrangements.

Mr. Crean responded that he is not aware and he read the most recent contract a few weeks ago. Mr. Crean stated that he agrees with Tom Pessemier that like most contracts there is a cure provision that when one party notices the other party that they are in default of something they are given notice and have an opportunity to cure it. He stated the question is if they are in default of the contract, because the contract does not specify the manner for providing the information. He said what he is hearing is the YMCA saying we did provide the information to the Council Liaison at every Board meeting. He said with respect to the contract administration question and said typically when a contract assigns obligation to two or more parties, each party is responsible for administering the contract in its own interest. He said we monitor our own obligations and in their own performance, they do the same.

Council President Henderson asked Julie Blums if we receive an annual payment from the YMCA. Julie said yes and that is their portion of the debt service. Councilor Henderson asked if that payment has ever been in default. Julie responded no.

Councilor Henderson asked if Council could direct staff to determine whether or not we had an obligation on our end which may not have been followed through with. Councilor Henderson said she did not know who the liaison is and Councilor Folsom indicated it was Councilor Langer. Councilor Langer replied he was the liaison.

Councilor Folsom stated when she started on the Council, it was Councilor Luman who was the liaison and said she believes there was a gap in the liaisons. She commented it is difficult as a liaison to determine what the Council wants the liaison to share with the Council and could consciously say we would like to receive them.

Councilor Langer replied, yes, we get them every month.

Council President Henderson asked Councilor Langer and stated the Board meetings are not open to the public, correct? Councilor Langer replied correct. Councilor Henderson asked why. Councilor Langer said he is not sure as they have not talked about it.

Councilor Henderson asked when the financial data is provided at meetings are they asked to keep it confidential. Councilor Langer said we don't discuss this either, and said he doesn't believe there's anything that is top secret there. He said the Board is big, 20 members or so and everybody gets a copy of it and they don't collect them back like we collect confidential documents here.

Councilor Henderson asked if the information is a snap shot of the Y's financial status. Councilor Langer stated that it shows cash flow to date, expenditures, revenue and they discuss every

maintenance capital expenditure and projects as they come up. He referred to information at a meeting a few months ago where they looked at a long list of capital and maintenance projects that will be going on this summer with shut downs and said he provided that information during Council Announcements, he said this is content that is frequent at the meetings.

Mayor Middleton said he feels different about this and this is a huge chunk of the City and he wants to know where the money is and where it comes from and said he doesn't care who is in charge of the operating agreement and believes it would be on the back of the City Manager, not the current one, however long this has gone on.

He referred to the meetings being closed to the public and stated there is no reason to have closed meetings on anything in this city. He was corrected by an audience member that the YMCA Board meetings were not closed to the public.

Councilor Langer said he stands corrected and stated that he has never seen any interest from the public so assumed the meetings were closed.

Mayor Middleton commented about the makeup of the Board members in the contract being 8 or 9, and Councilor Henderson said 4 members are appointed by the Columbia Willamette and 4 members are residents of Sherwood. Mayor Middleton replied this is the way it should be and that is what we will do.

He stated that the Board will have to readjust and get in organization with, there will be 4 from us and 4 from the Willamette, we will not have unlimited memberships. He said we will be presenting our 4 in a future meeting and you can present your 4. He said he believes it has to be mutually acceptable. He stated we have to look in the long term what's best for the City of Sherwood and said he is not so sure we couldn't run that organization ourselves, take the money and keep it in Sherwood. He stated these are his feelings and at the time it was great for a long period of time but doesn't agree in not letting us know what is financially going on. He said we did not get any reports from the Council until four months ago and we are starting to get those now. He commented regarding getting an update from the liaisons for all committees. He said this is a huge part of Sherwood and we don't really know what's going on there. He stated having the Council discuss and look at taking over the facility. He said he understands the YMCA has trimmed down. He noted that it wouldn't have to be major change of leadership, just run by the city and we could get reports from the city and he stated that Julie Blums does a well-organized report and we would know every month where the money is going and said it may be time to look at the organization.

Councilor Langer commented regarding the liaison responsibility and said if there's a big issue or topic or happening it's important to update the Council in regards to the financials and said there is no "smoking gun" here and there hasn't been any problems that's why it hasn't been a big part of the updates. He said the other happenings like the capital improvement projects, those are pretty significant shutdowns.

Mayor Middleton said he agreed with that and that times have changed and money is important and we need to know monthly how much went to us and how much to the Y and how much went to pay off debt, just so we know and are fully involved. He said the money is there and maybe we can utilize it in house, rather than sending it to a second party. He said this is his view and maybe it can provide

us with money that we can use for our rec programs. He said we talk about our parks and our turf and it can be a big part of our park organization.

Councilor Langer stated he thinks if it comes down to financials, if the city was running the YMCA and we were paying PERS and public wages, you're assuming what would be extra fluff that would be consumed by public employee wages, he said he doesn't think there is extra money there that can come back into the city from his observation.

Councilor Clark said she thinks this is a discussion for another time and the thing she wanted to talk about was that we've seen the contract with the vendor, there are things that are missing that she thinks the citizens are entitled to know about, and doesn't necessarily think there is a smoking gun, or think that it's being mean or rude or overbearing to ask for something that is outlined very specifically, within the contract. She said this is what the contract is for, to protect both parties, to make sure both parties are fulfilling their obligations and both parties understand what their obligations are. She said it's simply that the financial documents were not provided to the city and the contract states the city, not the council liaison, and this is what I'd like to see. She said she doesn't think that it is asking too much to give them the 30 day notice because that's what the contract tells us as our obligation, under our section, that if we want something we ask for a 30 day notice, if they can't provide it in 30 days then they can counter that and say, it's a big onus, we are going to need extra time, and we can follow the contract. She said she doesn't see this as being mean or rude, it's simply being transparent to the public about finances and fair to all parties.

Mayor Middleton said he agrees with Councilor Langer, we would have to look and see if it is to our advantage, as I think most workers are part time and paying PERS on some of them if it's limited hours. He said he thinks we could look at it both ways, if we look at this and we suddenly have an extra \$200,000 we can put in our programs that are currently being sent to other programs such as Tigard, why not look at it that way. The citizens are paying on their property taxes to pay those bonds back, people in Tigard and out in the County are not, it's the citizens of Sherwood and it's their money and their building. He said we have to take a hard look to see if we are doing it right.

Mayor Middleton referenced the contract #7 which states, such board must consist of 8 members, 4 appointed by Westside Family Y Board and 4 appointed by the City of Sherwood.

He asked Tom Pessemier if he had any comments on that.

Tom Pessemier asked for clarity and stated that Council wants the City Manager to send a letter to the YMCA requesting the quarterly financial reports as far back as they can produce.

Councilor Clark said that she would like them from the inception of the contract because those were the fat years economically.

Tom Pessemier said we could make that request. He asked the Council, with weigh-in from the city attorney, if they wanted to enforce that provision or just send a letter requesting that and if they don't respond to that, then we could look at the contract moving forward.

Councilor Clark said she doesn't want this to fall through the cracks and getting to it when we get to it.

Tom Pessemier said we will send the letter out tomorrow with a request for the information but was still unclear if it should contain a 30 days' notice and a statement regarding the YMCA not meeting this condition of the contract. He said he doesn't have the contract in front of him and is not sure what constitutes a default of the agreement. He said he is trying to get guidance from the Council on how to proceed, do we want to make the letter voluntary for now.

Mr. Crean said the letter could ask to please provide the reports by date certain and then if they do not comply, follow up with a letter alleging they are now in breach. He referred to comments made by Councilor Grant of not wanting to accuse of being in breach. He said let's ask them for the information and then take the next steps.

Councilor Clark responded with "yeah" agreeing with Mr. Crean's suggestion.

Councilor Folsom referred to comments from Councilors Grant and Langer that the YMCA has the information so it should not be difficult for them to provide the reports.

Tom Pessemier agreed to get the letter out tomorrow.

Council President Henderson requested to see a listing of the composition of the Board members.

Tom Pessemier said that would also be included in the letter and noted that this is an issue that needs to be discussed with the YMCA, and clarified Councilor Henderson wanted a list of names of who is currently on the Board.

Mayor Middleton asked if the financial reports will show what leaves Sherwood and goes to the YMCA Willamette. Councilor Clark said yes. Tom indicated he would include that in the request.

Councilor Folsom reminded Council and city administration that this was a discussion at Council Goal Setting, not necessarily targeted, but that we wanted to take a look at how to better leverage our assets, and how they serve the City. She referred to other Parks and Recreation districts and how they work and said Sherwood has amazing community volunteers that have done incredible things with our sports. She stated that Mr. Gall said there are groups that look at your community resources and population to see how to best leverage every dollar and said that is what the Mayor and Councilor Langer are getting to the heart of, a discussion of where are we now after 14 years and how can we best serve the citizens.

Councilor Langer referred to the conversation at Council Goal Setting and said the conversation went well until we talked about how we could get one and that was with a new tax levy on Sherwood residents, and said that was the end of the conversation.

Councilor Folsom recognized that Councilor Butterfield had strong objections about this issue but suggested we see what it looks like. She said these districts can be done in a lot of creative ways and they don't all have to be that kind of tax structure. She referred to different mechanisms of sales tax and lower property taxes and said it wouldn't hurt to look. She said she thought this was the discussion we had, to look into it. She agreed that nobody wants to impose another tax but we have to ask if there's a way to leverage what we have, such as resident exemptions, and referred to organizations that can help us look at this. She referred to Parc Resources and their guidance with Cultural Arts. She said City Manager Gall said we may come up with nothing as we don't want to tax

our citizens, but she would like more information and she referred to the maintenance issues that are concerning and the great support for our assets.

Tom Pessemier said we are in a contract with the YMCA until 2018 and it will be part of the conversation regardless of anything in the future, he said he's heard of starting that conversation sooner rather than later. He said he doesn't see, and the city attorney's would have to get involved, but changing the contract or breaking the contract could be problematic.

Councilor Folsom said she does not want to break the contract and referenced a conversation she had with City Manager Gall on looking at options, but said now is a good time to look into the future and the contract negotiation process and ask is this what the citizen's want and how can we serve them best. She suggested the Parks Board can be part of the conversation.

Tom Pessemier agreed that it is not too early to have these discussions as this will be a large project and we should start these conversations sooner rather than later.

Councilor Clark said that is one of the reasons, besides the people that came to us in our emails regarding maintenance issues that brought this to the forefront, to work within the contract and look at things that we are seeing in the contract that we are not following. She said this is what she is saying, these are the things in the contract and are we doing them.

Tom Pessemier said the message has been heard and staff will go through the contract and if we see anything else we will bring it to the Y and the Council.

Councilor Clark said she did see something else in the contract and that was on the maintenance issue and would like feedback on this as well. She stated the facility is to be used and operated as a full branch of the operator, continuous under the terms of the agreement. She said she understands there are maintenance issues that they are proposing a two week shutdown of the Y, at the end of August early September, and according to the contract that is not provided for. She quoted from the contract, "except for city maintenance repair obligations, the operator shall at its expense shall keep the facility in good order and repair". She said she does not feel it's the Sherwood citizens obligation to financially bear the burden of a failure to mitigate their damages. She said we are completely remodeling the Senior Center and asked if we are shutting it down.

Tom replied, we talked about it and choose not to.

Councilor Clark replied we choose not to, and chose to work around it. She said she would like to propose that we say to our vendor that they need to work around their maintenance issues, take care of the issues and keep the facility open for our residents to enjoy. She asked, how do people feel about that? Mayor Middleton replied, he agreed with that.

Mayor Middleton said now that we are taking a hard look at the contract we will, we will keep our end of it and it is their responsibility to keep their end of it. We are not going to remind them, they better read it and understand it and go by it, and we will too.

Councilor Clark said she thinks in all fairness, as that's a close date, to give them time, she thinks a letter needs to be sent on that as well, they need to either alter their schedule, work around it or do something, the facility is not to be closed for a two week period, in its entirety.

Tom Pessemier said we will certainly have that conversation, and said we also can't put them in a position that is physically impossible for them to, not be able to do their work. He said there are some things that they might be doing, work that puts the public in harm, it might be a chemical unit or a heating unit, but let's have that conversation with them as far as what can be done in regards to that. He said we are being reasonable. Councilor Clark responded that would be fair.

Mayor Middleton reminded staff that the Senior Center is managing to stay open during a remodel.

Councilor Grant asked Tom to send the Council an email on the results of the conversation. Tom confirmed.

Councilor Folsom stated she is the Senior Center liaison and said the remodel is not the entire center, it's the front entry and the bathrooms, and said the volunteers are there daily and doing a great job serving lunch and graciously allowing 64 children to rehearse every afternoon, she thanked the Senior Center.

Mayor Middleton asked Tom Pessemier if he had enough direction from Council regarding the YMCA. Tom said yes.

Mayor Middleton asked for other Council comments.

Mayor Middleton announced that he recently attended a meeting and said he sent the information out on a proposal from the County to do a registration fee increase on vehicle registration and asked the Council for feedback. He said his conversations with other mayor's is they want to put it to a vote, since it does benefit us to a certain extent, we already have a maintenance fee as does Tualatin and other cities. He said you need to read it and see how much they want to increase it.

Councilor Folsom clarified that the other Mayor's he's spoken with feel like we should not double tax our citizens as we already have a fee and accommodating in other ways and this would be a second collection of the same money.

Mayor Middleton said to an extent but the bottom line is that the Commissioners did not even want to put it to a vote, while the majority of the mayors want a vote. He stated the increase would add up to \$43 dollars a year on every vehicle. He said he wanted to make the Council and the public aware of what the County is looking at.

Councilor Folsom asked where the citizens can find this information.

Mayor Middleton asked staff if they could provide this information on the website and said that Julia Hajduk could answer questions.

Julia said the Washington County Coordinating Committee got a presentation from the County that could be posted on the city website as well as links to the County.

The City Recorder informed the Mayor of an email that was received earlier this evening with an amendment to that presentation and said she will forward the information in the morning.

Julia responded that she saw the email and will make sure that the public has the amended version. She stated that they were proposing to increase the fee slowly over a ten year period and DMV said that was not feasible, so they changed the chart about how the revenues would come in and be allocated.

Tom Pessemier said that if that is the case the city will look at their fees and consider reducing some of the fees to offset. He said it probably wouldn't have a major impact on the city but would change who would be paying what.

Mayor Middleton agreed that it is small and based on population.

Tom Pessemier said with the 10 year plan it was very small, perhaps \$140,000 in 10 years, and said they tried to adjust it based on population.

Mayor Middleton said if there are questions, people can contact Commissioner Roy Rogers.

Mayor Middleton addressed the next agenda item.

10. CITIZEN COMMENTS:

Jeanette Hatcher, came forward and asked for an update on the signage on 12th and Glen Eagle. She stated that she would like to go to the YMCA but there is not bus service. She discussed an issue she had with the fence code in Sherwood and referred to a situation with a neighbor's dog coming after her, she said the neighbors were cited, and said their fencing consists of baby gates and netting maybe about a foot high across our front yard. She said now they just have to pay the fine and nothing is solved with the fencing issue and she predicts the dog will get out again. She said she is concerned about her safety. She referred to the accessibility issues in Sherwood and discussed the problems she encountered trying to get to Albertson's with the lack of crossings and sidewalks. She spoke of trying to get to Langer Blvd to get to Albertson's and vehicles neglecting to stop for her and said she would like to be part of a sting operation. She asked people to please stop for pedestrians.

Mayor Middleton said staff would get back to her regarding these issues.

Tom Pessemier said that City Engineer Bob Galati has made a recommendation to the City Manager regarding the actions and signage.

Nancy Bruton, approached the Council and stated she was the Executive Director of the Sherwood Area Chamber of Commerce and was representing the Board of Directors of the Chamber. She read the following statement: The mission of the Sherwood Chamber of Commerce is to give value to our members and the community through innovation, bold leadership, and programs that develop the business climate. We represent the interests of 250 total businesses, with one of the highest regional representations of over 50% of Sherwood organizations with business licenses in the body of our membership. We believe in a free enterprise system, economic opportunity, investing in our community, and consumer choice. We support all businesses and seek innovative ways to support those businesses of varying sizes as they operate differently and on unique scales. As City Council discusses creating an advisory committee on possible referral to voters of ordinances establishing new business regulations, many of Sherwood's business leaders

are not raising their concerns about the potential impact of some of these proposals for fear of retaliation. There is a social, political, and monetary, risk to their business and investments for speaking out, and they are choosing not to. As the City's business organization, to nurture economic development, we want to make sure that these concerns are brought forth to City Council. Businesses are a valuable asset to the City and the citizens of our community. We need to expand ways to entice future investors in Sherwood and model ourselves after communities that recognize that quality of life is linked to a healthy and vibrant business community. One way that we seek to do this is by soliciting feedback. Our Annual Survey is available for business leaders to share the challenges and opportunities that they face so that we can support positive and cohesive commerce in Sherwood. We also are currently taking community-wide nominations for the Sherwood Chamber Annual Awards recognizing the categories of Small and Large Businesses, Citizen, Outstanding Youth, Commitment to Youth, Community Service, and Educator of the Year. Both the survey and nomination sheet can be found at sherwoodchamber.org. We encourage Sherwood City Council and Citizens to consider economic impacts of business regulations such as Local Ordinances on businesses today and in the future. Due to the volume of businesses that we represent in Sherwood, it is our intent to provide feedback to decision making bodies regarding new business regulations that could impact our stakeholders. We ask that a realistic time frame for a collaborative process be identified, noting who is at risk, and encouraging all stakeholders to create a fair, impartial, and balanced committee. As business advocates we urge the Council and any other official forums that may be established to carefully consider the impact on business --now and in the future-- that any constrictive ordinances may impose. Thank you to Sherwood City Council and staff for being active listeners. We appreciate your time and encourage our Community to support our volunteers as we get back to timely city business.

Jim Claus, approached the Council and said we are supposed to have a city attorney, but you have a contract attorney that represents the City Manager, the City Council and the Mayor. He referred to the contract attorney being in an adverse position and drafting evaluation criteria for the City Manager and the City Manager sending out an RFP for a new contracted city attorney and suggested a conflict of interest. He commented on the contract with the YMCA, which is one of our major assets and spoke of the contracted city attorney not reading the contract because he wasn't paid to do so. He stated that the contract attorney worked with Mr. Gall in Fairview and with him at the League of Oregon Cities. He stated that lawyers advocates for you if he represents you and we need an attorney that represents the citizens. He said the Council needs to read the Charter and play by the rules. He made reference to the power the City Manager has and without checks. He commented on the possibility of being sued for civil rights violation. He commented on the YMCA and the need for a city attorney that represents the citizens, not the City Manager, not the City Council and not the Mayor and to makes sure that they comply with the law.

Nancy Taylor, came forward and discussed the City Managers evaluation criteria and said she took some time and looked at the resolution to hire the City Manager in 2012. She stated that she hopes the Council lets the taxpayers have some say in the evaluation. She commented on writing a number of checks for various taxes and fees that come back the city to disperse the money again, she made reference to the budget passing without the additional audit the citizens requested. She commented on the City Manger's employment package, and said which is a nice package with a standard termination clause. She said she has experience with contract negotiations and evaluations, and spoke about the professional liability clause which says the city agrees to hold harmless and indemnify from any and all demands, claims, etc. She said if she does something wrong at work, or says the wrong thing even in non-working hours she could be fired. She

stated the citizens need to look at these contracts and she told the Council they are watching this closely and they are the watchdogs.

Susan Claus, approached the Council and referred to the comments from the contracted city attorney that the Langer's don't have an interest in the property and asked if he knows that for a fact. She said that she has not been able to find the public record and the only record she has found is from May 3, when Langer LLC did an accommodation deed to Langer Gramor, LLC. She said if this is correct Councilor Langer should correct it for the record so the contract city attorney is not making assumptions that are incorrect. She said in the past, citizens had some input in the criteria for evaluating the City Manager and this did not happen and asked who or what is controlling that and said that is another step away from the citizens. She said the only discussion has been how the staff is going to give input and referred to the suggestions that they do it confidentially to the contract city attorney. She commented on this being a problem due to the prior relationship in Fairview and said part of this contract says Mr. Gall has the right to a private review. She said there is nothing that show the citizens how to interact with this process and asked how is the interaction meaningful and again referred to Mr. Crean and the firm' long history with the City Manager and said if you are considered unworthy they ignore or try to prosecute. She stated that citizens have a right in this process and asked Council to provide a path that is meaningful and provide a process for confidentiality and if there is something that needs to be communicated. She referred to a communication she sent and has not received a response and asked what they did with the RFP and said he sent it to only 4 places and put it on the city website and as a result we didn't have any applicants or a very narrow band. She stated that is not a meaningful RFP and said that needs to be communicated so we can select from a wide assortment. She asked for some criteria to work with the City Council directly.

Meerta Meyer, approached the Council and requested that code enforcement issue and complaints be placed in on online format and is hoping it might be a better use of review time. She asked about the process for appointing people on boards and commissions and asked for an outline of the process.

Naomi Belov, came forward and read the following: This is a draft of the Langer PUD chronology June 17, 2013. This is a chronology of process. We are asking questions for potential conflicts and actual conflicts of interest. Some of this is opinion and belief and we welcome comments. This is being prepared for what has occurred around Walmart application. In 1995 the Langer PUD was initiated, hence the quote in 2013, "Matt Langer, a spokesman for the Langer family, said he's pleased that Walmart will anchor the shopping complex. "This is a project we've been working on for almost 15 years," said Langer, who is also a member of the Sherwood City Council. "So we're pretty excited to bring this project to town." Ray Pitz, the Sherwood Gazette (May 6, 2013). May 31, 1995 Clarence & Pam Langer buy 10,000+ acre ranch in Mitchell, Oregon. The proceeds from Sherwood Village residential subdivision transactions, from the Wheeler County deeds records. 1995 Langer Development agreement has 8 phases. Included in the PUD was the 55-acre vacant parcel, (the proposed Walmart site), which was zoned light industrial, but in farm deferral. August 1, 1995, the Planning Commission said "Condition Number 8 at each phase of development and with each site plan submitted to the city the applicant shall provide a traffic impact analysis for city, county, and ODOT approval. Recommended traffic safety and road improvements shall be considered by the city and may be required by each phase." May 9, 1998 The Langer Family LLC formed bringing together the family members' respective farm holdings under a single manager's control. February 2, 2000, F. Wallace Langer passed away. Clarence D. Langer Jr. (Matt Langer's

father) was appointed executor of the estate. On advice of counsel, the estate selected Steven Kam to prepare the valuation report of the decedent's non-managing, minority Interest (29.19%)...a concerted team effort by Kam and the estate's attorney successfully resolved most of the pretrial issues in the estate's favor...the parties also reached stipulations on the values of five of the PUD parcels. The 55 acre light industrial parcel (phases 6, 7, 8 of the Langer PUD) was also stipulated as to value and not part of the tax proceedings to settle value. It was not valued at commercial prices because it is still zoned light industrial for those phases. The estate and the tax court disagreed on the commercial value for phase 2 and 5 both phases were zoned retail commercial. Phase 2 includes Avamere (vacant at the time) and a still vacant parcel behind Polar Bear yogurt. Phase 5 is the Target Shopping center. See Sherwood Village PUD Final Land Use and Phasing Plan. In August of 2000 the Home Depot parcel sold. This lot sale was used as a comparable property sale to arrive at value for phases 2 and 5 of the Langer PUD in the tax court. Home Depot was split zoned 50% light industrial and approximately 50% zoned exclusive farm use. The tax court's reconciliation of the appraisers' two differences for the sale included the following language, "Comparable 2-11 was zoned light industrial instead of retail-commercial. However, given the fact that comparable 2-11 was sold to Home Depot for the construction of a Home Depot store we find that its zoning did not have a significant impact on the ability to develop the property." Even the tax court recognized that if you can have commercial uses, the property should be valued commercially.

Lori Stevens, came forward and continued reading: The estate argued to the tax court that the Langer Family LLC, "had particular difficulty in getting city approval because of the strained personal relationships between Clarence Langer and members of Sherwood's government. Because we are determining the fair market on a hypothetical sale by a hypothetical seller we do not necessarily take into consideration the personal characteristics of the actual seller. Therefore, we do not factor in any difficulty arising from Clarence Langer's relationship with members of the city government." (Pg. 15 T.C. Memo. 2006-232 United States Tax Court.) Essentially the Langer estate was asking for a further tax break based on the city punishing certain personalities and the Federal Tax Court said no. The estate's appraiser also made an implicit assumption that people living outside a 1.5 mile radius of the property would not shop there. The court found, that the appraiser "...did not offer a reasonable explanation for why he so limited his analysis. The businesses within the area included a Home Depot, grocery stores, banks, restaurants, a movie theater and an ice skating arena. We find that it is unreasonable that only those people living within 1.5 miles will frequent such businesses." (Pg. 16 T.C. Memo. 2006-232 United States Tax Court) August 29, 2000 "The Sherwood Urban Renewal Plan was adopted and approved by ordinance. The initial URA 'maximum indebtedness', as defined by statute, was \$35,347,600. However, on February 27, 2012, the Sherwood City Council [the Sherwood Urban Renewal Agency coincidentally is the same as the city council] approved a substantial amendment to increase the maximum indebtedness to \$45,133,469." (www.sherwoodoregon.gov/urban-renewal-agency). This is a 20-year plan that since its inception has added an additional year for the agency. The fund takes all the tax money to do capital projects' which are supposed to bring in capital through overrides. The question with the Walmart development is: what are the overrides on the project and system development funds and how much of this feeds into the general fund? Is this being used for fixing the budget in times of financial trouble such as we are experiencing now? December 5, 2000 Sherwood passes its own traffic mitigation ordinance called the Capacity Allocation Program (the CAP ordinance). (Pg. 4 T.C. Memo. 2006-232 United States Tax Court) March 1, 2005, The City Charter was changed to Home Rule with the Berry Elsner & Hammond drafted Home Rule charter. This gave the city manager increased authority versus the City Council, Resolution 2005-008. October 30, 2006 T.C. Memo finalized and filed in the United States Tax Court that settled the estate of F. Wallace Langer and required payment of

additional estate taxes. March 23, 2007, Clarence Dean Langer, Jr., Pamela A. Langer, Steven D. Langer, Gary W. Langer and Barbara Langer convey their interest to their SIX CORNERS, LLC for the land located at the Sherwood Plaza on Langer Drive. (Washington County Records, 2007-043813, Oregon Secretary of State Business Registry #419537-95 March 9, 2007.) December 4, 2007, the city council held 'Minor Modification' on the 2nd phase of development agreement. If they had determined that the PUD had Major Modification the Langer PUD and would have had to submit a new application for a new PUD that would not have same grandfathered commercial uses in industrial zoning.

Lori Randel, approached the Council and thanked Councilor Clark for taking a look and the contract with the YMCA and said in the interest of transparency she wants the Council to go through everything that Patterson and Nelson and previous Council's touched to take a look at it and make sure that we are getting the deal that we should get. She said it gets to her that she pays for the YMCA but cannot afford to use the YMCA and it is of no use to her. She said she used it when her kids were little and they have gotten pricing and she could no longer afford to use it. She said she continues to pay for it with her tax dollars but gets no use from it. She urged the Council to continue looking at everything and being transparent and in the interest of transparency, urged the Council to hire a CPA and let them find whatever they are going to find, as she believes they will find stuff that will not make people happy, let them find it, get it over with and move on.

Amanda Stanaway, came forward to discuss the safety and traffic at the intersection of Washington and 2nd and stated that 15 cars a day run the stop sign. She is concerned about the safety of her daughter who crosses the street. She commented on the Cruis'in and said a friend wanted to paint at the event but was charged \$100 so she let her paint on her porch. She said residents have to move their cars at 4am and she moved hers at 7pm the night before and between that time and sometime after that they changed the spot to ADA parking and she received a ticket. She said communication is bad in our culture and said everyone is upset with the Walmart and are trying to make our community better. She said they raised \$2800 in 2 days' to fight the Walmart cause and that is the kind of community involvement that is happening.

Patti Spreen, approached the Council and commented regarding thoughts she had about the Special Committee. She commented the city staff and the City Council will all have a vote on who is selected to the committee and is concerned that there could be influence all the way around depending where the friendships lie and it seems like an ideal situation for the staff and Council to cherry pick members that adequately fit their agenda. She read from an article that was in the Sherwood Gazette on December 17, 2007, recalling the announcement that a road would be built extending Adams Road and Tualatin Sherwood Road, which resulted in the construction of Langer Parkway. She continued reading: December 4, 2007 After the Minor Modification hearings the Langer family and Gramor Development hired "exclusive leasing agents" as opposed to sales agents, for a 55-acre master development. The estimated completion date was the spring of 2009 per their 'Sherwood Town Center' leasing. This was phases 6, 7 and 8 of the Langer PUD light industrial zoned land. At the time they called it Langer Crossings at Sherwood. "Langer Crossing will be a new 22-acre power center in addition to new office and flex space on the remaining 27 acres...Langer Crossing preliminary design will include approximately 225,000 SQ FT of retail plus 295,000 of office and flex development." (See Attached 5 pages: Real Estate Investment Group Site Plan and Descriptive information provided by George Diamond, Principal Broker). From their leasing information site plan the largest building was going to be 90,000 SQ FT and this is what was

specified at the time during the hearings for Minor Modifications. It was going to be a retail/flex space split 50/50.

Mayor Middleton addressed the next agenda item.

11. CITY MANAGER REPORT:

Assistant City Manager Tom Pessemier addressed the question regarding the selection process for the boards and commissions. He stated the Council Liaison, the Committee Chair and the staff member view the applications and make recommendations to the Mayor and the Council to place the appointment on the agenda. The Planning Commission has 1 opening which closes the end of June, the Cultural Arts has a position open, SURPAC has two open positions, and the Parks Board has an open position. He responded to the comments regarding code enforcement response and the possibility of putting the information online and said he would look into this matter. He informed the Council that City Manager Gall has appointed Julie Blums as the Interim Finance Director while the search for a Finance Director continues.

Mayor Middleton asked if appointments for the YMCA Board use the same process as Tom mentioned. Tom responded that there is not a staff member for the YMCA, so he will give it some thought and mentioned how they just modified the process for the Special Committee.

Mayor Middleton thanked the departments for responding to his questions in a timely manner.

12. ADJOURN:

Meeting adjourned at 9:10 pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Bill Middleton, Mayor



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
July 2, 2013

WORK SESSION

1. **CALL TO ORDER:** Mayor Bill Middleton called the meeting to order at 5:30 pm.
2. **COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Dave Grant, Robyn Folsom, Bill Butterfield, Krisanna Clark and Matt Langer via conference call.
3. **STAFF PRESENT:** Joseph Gall City Manager, Tom Pessemier Assistant City Manager, Colleen Resch Administrative Assistant and Sylvia Murphy City Recorder.
4. **OTHERS:** Dr. Ryan Hosley with Profinity Development.
5. **TOPICS DISCUSSED:**

A. Core Value Index (CVI) Update: Mr. Hosley recapped with the Council members their CVI results from an assessment conducted earlier this year in a Council Work Session (see record, Exhibit A). He discussed leadership and solutions to communicate and govern better. He quoted his mentor John Maxwell and said "everything rises and falls in leadership". He commented on the need to function as a team, create a vision for the future and create peace. He asked the Council what they envision for the culture of the meetings. Discussion followed and the following ideas were generated: unity, open communication, transparency, trust, progress, vision oriented, focus on priorities, not drawing conclusions prematurely, effectively dealing with challenges, respect of process and people, openness and approachability. He suggested generating this list and using it as the Council's pillars and principals. He referred to the handout and used the CVI as a tool to illustrate how things can go awry and provided a discussion about anxiety and fear based decision making. He noted the need to manage anxiety and stay in positive CVI energy. He discussed the diversity of the Council and the importance of honoring the core values of others. Discussion followed regarding the importance of understanding each other's priorities and the need to revisit the goals that were identified in the goal setting session. Council asked staff to provide a summary of the goals that were identified for their review and schedule a time in September when everyone was available to discuss and review the goals.

6. ADJOURN:

Mayor Middleton adjourned the work session at 7:00 pm and convened to a regular Council Session.

REGULAR CITY COUNCIL MEETING

1. **CALL TO ORDER:** Mayor Middleton called the meeting to order at 7:05 pm.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

- 4. COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Robyn Folsom, Dave Grant, Bill Butterfield and Krisanna Clark. Councilor Matt Langer was absent, (unable to connect with a conference call).
- 5. STAFF PRESENT:** City Manager Joseph Gall, Tom Pessemier Assistant City Manager, Colleen Resch Administrative Assistant and City Recorder Sylvia Murphy.

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

6. CONSENT AGENDA:

- A. Resolution 2013-035 a Resolution appointing members to a Special Committee to advise the City Council on possible referral to voters of ordinances establishing new business regulations**

MOTION: FROM COUNCILOR KRISANNA CLARK TO ADOPT RESOLUTION 2013-035, SECONDED BY COUNCILOR DAVE GRANT, MOTION PASSED 5:1 (MIDDLETON, HENDERSON, CLARK, GRANT & FOLSOM IN FAVOR, BUTTERFIELD OPPOSED. COUNCILOR MATT LANGER WAS ABSENT).

City Recorder Note: When the vote was called, Mayor Middleton had not asked for those in opposition and adjourned the meeting. Councilor Butterfield indicated his vote was in opposition. Councilor Butterfield explained he voted against the resolution as he had not received information on the applicants and did not know the individuals that were being appointed.

7. ADJOURN:

Mayor Middleton adjourned at 7:08pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Bill Middleton, Mayor

TO: Sherwood City Council

FROM: Tom Pessemier, Assistant City Manager

Through: Joseph Gall, City Manager

SUBJECT:

Resolution 2013-040 a resolution to ratify the contract agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and to authorize the City Manager to sign the successor collective bargaining agreement and memorandum of agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and

Resolution 2013-041 a resolution to ratify the contract agreement between the city of Sherwood and Sherwood Police Officer's Association (SPOA); and to authorize the City Manager to sign the successor collective bargaining agreement between the City of Sherwood and Sherwood Police Officer's Association

Issue:

Should the City Council ratify the collective bargaining agreements for AFSCME and SPOA? Should the City Manager be given the authority to sign the agreements and memorandum of understanding for the collective bargaining agreements?

Background:

In early 2013, AFSCME and SPOA were contacted regarding current collective bargaining agreements that were scheduled to end on June 30, 2013. The results of those conversations were to roll over the agreements for an additional year with allowances for Cost of Living Adjustments. Both of the agreements will run through June 30th, 2014.

Financials:

Cost of living increases for all employees in the respective collective bargaining units were approved as a part of the 2013-14 fiscal year budget. By agreeing to roll over the contract to save time and money, active AFSCME-represented bargaining unit employees employed on November 21, 2013 will be paid a \$500, less required payroll deductions signing bonus.

Recommendation:

Staff respectfully requests adoption of Resolutions 2013-040 and 2013-041 ratifying the collective bargaining agreements and authorizing the City Manager to execute the agreements and memorandum of understanding.



RESOLUTION 2013-040

A RESOLUTION TO RATIFY THE CONTRACT AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME); AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT AND MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

WHEREAS, the duly elected governing body of the City of Sherwood, Oregon, has been presented with information about the successor collective bargaining agreement between the City of Sherwood and AFSCME; and

WHEREAS, the City of Sherwood and AFSCME members have agreed to roll over the current AFSCME Contract as noted in the attached memorandum of agreement in February 2013; and

WHEREAS, AFSCME ratified the tentative agreement in February 2013; and

WHEREAS, the agreement will remain tentative until ratified by the Sherwood City Council and will be effective upon execution and remain in effect through June 30, 2014; and

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

Section 1. This agreement is approved and ratified by the Sherwood City Council and is approved for adoption. The agreement and memorandum of agreement is attached as "Exhibit A".

Section 2: The City Manager is hereby authorized to sign the collective bargaining agreement and memorandum of agreement between the City of Sherwood and AFSCME.

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

Duly passed by the City Council this 16th day of July 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHERWOOD

AND

AFSCME LOCAL 1777

July 1, 2013 – June 30, 2014

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PREAMBLE

This Agreement is entered into between the City of Sherwood, Oregon, hereinafter referred to as the "City" and the City of Sherwood Employees Local 1777, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all full-time regular employees and for all part-time regular employees working an average of 20 hours or more per week and excluding managerial, supervisory and confidential employees and employees in the police department bargaining unit.

ARTICLE 2 – DUES DEDUCTION

Section 1. All members of the bargaining unit who are members of the Union as of the effective date of the agreement or who subsequently voluntarily become members of the Union shall continue to maintain membership status in the Union during the term of the Agreement except as expressly modified below.

Section 2. The City will provide for payroll deduction of Union dues and fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the City by the fifteenth (15th) day of the month to be recognized as effective for the subsequent month. The City shall deduct from the end-of-the-month paycheck the amount of dues and initiation fees as certified by the Union and transmit to the designated officer of the Union the total amount deducted. The form of such authorization shall be as follows:

I hereby request and authorize deduction from my earnings an amount sufficient to provide for the regular payment of current monthly union dues, as established by Local Union No. 1777, Oregon AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be monthly remitted to Oregon AFSCME Council 75 and this authorization shall remain in effect during my employment by the entity to which this authorization is directed, as a contract between myself and all other members of the Local Union, unless revoked by me in writing with a copy to the union.

Section 3. Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly

service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Union with the new employee's name, mailing address, telephone number and position for which they were hired. The City will allow a union representative to meet with new employees for up to fifteen (15) minutes on the new employee's orientation day.

ARTICLE 3 - GRIEVANCE PROCEDURE

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

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

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

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

Step 1: To commence resolution of a grievance, the employee and/or the Union shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification must occur within seven (7) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support. If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the City Manager and the Union. If a solution is not reached at the meeting, the Union may advance the grievance to Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the Department Head, within fourteen (14) calendar days from the date of the occurrence which gave rise to the problem. The Department Head shall issue a response in writing within fourteen (14) calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Union shall present the grievance to the City Manager or his/her designee within seven (7) calendar days from the date of response from the Department Head, or the date such response was due, not including the day of response. The City Manager or his/her designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: If the grievance is not settled at Step 3, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within fourteen (14) calendar days of the date the decision of the City Manager is received, not including the day of receipt. The parties shall request a list of nine (9) Oregon/ Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

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

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

Section 6. All disciplinary action imposed upon an employee in excess of a verbal reprimand may be protested as a grievance through the regular formal grievance procedure, up to and

including binding arbitration. Disciplinary grievances shall be initiated at Step 2 of this procedure, within fourteen (14) calendar days of the occurrence.

ARTICLE 4 - PERSONNEL FILE

Section 1. The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. The official personnel file shall be maintained by the City.

Section 2. The employee may respond in writing, within thirty (30) calendar days, to any item placed in his personnel file and such response shall also be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 3. All letters of warning and reprimands may be removed from an employee's personnel file upon request of the employee and approval of their department manager. If such request is denied, the employee may appeal the decision to the City Manager.

Section 4. Employees shall have the opportunity to review and shall sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file.

ARTICLE 5 – POSTING AND FILLING OF VACANCIES

Section 1. Posting of Vacancies. The City will normally post on its website, for not less than five (5) days, notices of job vacancies offered by the City of Sherwood for which employees may apply. The most senior qualified applicant shall be selected when, in the determination of the City, the overall qualifications and abilities of the top two or more applicants are equal. Exceptions to this article include promotions when there is only one employee within a classification series who would qualify for the promotion, vacancies of limited duration or demotion of an employee which is either voluntary or disciplinary.

Section 2. Lateral Transfers. Vacancies may be filled by the voluntary lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

Section 3. Reclassification. Positions which are reclassified into higher classifications may be given to the incumbent employee in the position which is to be reclassified.

Section 4. Intent. Nothing in this article is intended to circumvent the layoff and recall process as outlined in Article 10.

ARTICLE 6 - HOURS OF WORK

Section 1. Work Week / Work Day. The work week shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday.

The regular work day consists of eight (8) or ten (10) consecutive work hours plus an unpaid meal period within any twenty four (24) hour period.

Section 2. Work Schedules. The work schedule shall be determined by the City based on the needs of the City and services to the public. Employees may work the following schedules:

- a. A 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
- b. A 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
- c. A "flexible" work schedule, based on mutual Agreement between the employee and the City, with notification to the union prior to the implementation of the flexible work schedule. Such flexible work schedule will be equal in total hours worked during the pay period to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week, or
- d. A "regular part-time" schedule shall be any schedule to work twenty (20) hours or more per week but less than forty (40) hours per week, or the equivalent on a flexible schedule as set forth in subsection (c) above.
- e. The City may, based on operational need, establish alternative work schedules. The parties specifically agree that an alternative 36/44 schedule may be utilized at the discretion of the Public Works Director for the Public Works Department. The parties agree that if such schedule is utilized, the work week will begin on the middle of the Friday shift for purposes of equalizing the work week to 40 hours per week. Notice of such schedule change will be provided consistent with the labor agreement.

Section 3. Regular Hours. All shifts shall have an established starting and quitting time and that schedule shall be determined by the Department Head.

Section 4. Work Schedule Changes. When the City has knowledge of the need for a change in work schedules, including starting and quitting times, the City shall provide affected employees written notice of the change fourteen (14) days in advance of the change, unless the City lacks knowledge or in instances of unforeseen emergency outside the City's control, in which case the City will provide as much advance notice as possible.

Section 5. Pay for Emergency Schedule Change. The parties agree that employees working in the case of an unforeseen emergency outside the City's control pursuant to Section 4, above, shall be paid time and one-half the employee's regular rate for hours worked outside of the employee's regular hours, as established under Section 3, above. The parties further agree that this overtime premium payment will not pyramid with any other overtime an employee may work during the same workweek.

Section 6. Rest Periods. To the extent possible and consistent with operating requirements of the City, a rest period of fifteen (15) minutes shall be permitted all employees during each scheduled four (4) hour block of work, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each scheduled four (4) hour block of work.

Section 7. Meal Periods. Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work day which shall not be considered on-duty working time. The meal period shall be scheduled as nearly as possible to the midpoint of the employee's scheduled work hours, to the extent possible and consistent with operating requirements of the City.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

ARTICLE 7 - CALL BACK

Section 1. Whenever an employee is called back to perform emergency or unscheduled work, the employee shall receive a minimum of two (2) hours pay.

ARTICLE 8 – OVERTIME/COMPENSATORY TIME

Section 1. An employee shall be paid time and one-half the employee's regular rate for authorized work in excess of forty (40) hours in a workweek, and for emergency schedule changes in accordance with Article 6, Section 5, provided that there shall be no pyramiding of such overtime. Overtime shall be calculated to the nearest quarter hour. Paid time off (excluding holidays) shall not count toward hours worked for purposes of overtime eligibility.

Section 2. Department managers and supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees. Employees will be subject to discipline, up to and including discharge, for unauthorized overtime work.

Section 3. All authorized overtime work by employees, except for exempt classified employees, may be compensated for time off in lieu of pay, at the employees option and upon approval by the City. The compensation rate will be one and one-half (1 ½) hours for each hour of employment worked in excess of the employee's regular forty (40) hour workweek. The maximum accrual is forty (40) hours of compensation time. Such non-exempt employees shall

receive cash payment for all unused compensation time off upon resignation, layoff or dismissal. Such excess of unused compensation overtime shall be paid at the employee's regular rate of pay.

ARTICLE 9 - SENIORITY AND PROBATION PERIOD

Section 1. Seniority. Seniority shall be defined as the total length of continuous service within a classification in the bargaining unit. Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.

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

Section 2. Probationary Period. All appointments, including initial, promotional and lateral transfer appointments, shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) months of consecutive service.

In unusual cases where the responsibilities of a position are such or performance is such, that a longer period is necessary to demonstrate an employee's qualifications, the City may extend the probationary period up to six (6) additional months of consecutive service, as long as such extension is not arbitrary or capricious. The employee and the union shall be notified in writing of any extension and the reasons therefore.

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

During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification. During the first thirty (30) days of such probationary period, the employee may elect to return to the previous classification. In the event no vacancy exists, the employee will be placed on a recall list and subject to the recall procedures of Article 10, Section 3. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

ARTICLE 10 – LAYOFF AND RECALL

Section 1. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. If a layoff is implemented, layoffs shall be made within each job classification on the basis of merit and fitness, which shall be derived by documented

performance evaluations and other documented performance criteria. If the employees' merit and fitness is not an overriding factor, as determined by the City Manager, who shall not act in an arbitrary or capricious manner, the least senior employee in the affected job classification shall be laid off first.

Section 2. Advance notice will be provided to employees the City intends to layoff as soon as plans are finalized.

Section 3. An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority credits. Employees recalled within twelve (12) months of their date of layoff shall be recalled in the inverse order of layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment, and two (2) weeks to report if employed elsewhere. If the employee does not accept the assignment or report to work within the times specified, the employee will lose all recall and other seniority rights.

Section 4. No regular employee shall be laid off while temporary employees are retained by the City in the classifications of the employees proposed to be laid off. Temporary employees for purposes of this section are limited to employees hired for the express purpose of performing work created as a result of the layoff, and don't include seasonal or other limited duration employees hired to perform projects distinct from the work created as a result of the layoff.

ARTICLE 11 – WORKING OUT OF CLASSIFICATION

Section 1. When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of ten (10) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof), that employee shall be paid premium pay of five percent (5%).

An employee performing duties out of classification for training and development purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

ARTICLE 12 – BOOT REIMBURSEMENT

Section 1. Employees required to wear protective boots shall be reimbursed up to \$150 per year for such boots upon presentation of a receipt.

Section 2. The City will supply to Public Works Utility Workers any OSHA/OSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve).

Section 3. Upon supervisory approval, the City will provide rain gear to employees who demonstrate a regular and consistent need for protection from exposure to weather in the performance of their official duties, including but not limited to: Code Compliance, Senior Planner, Associate Planner, Inspectors, Engineering Associate and Senior Project Manager.

ARTICLE 13 - PAID TIME OFF

Section 1. Description. The City shall provide a program of earned time off for regular full and part time employees, which can be used to meet the employees' needs or desires for paid time off from work. The program was implemented in 1998 with the intent of providing employees with the discretion to use PTO for absences due to illness, medical appointments and other personal health needs of the employee or members of his/her family. To accomplish this intent, sick leave accrual was reduced by three (3) days per year and added to PTO accrual. Use of such days are subject to employee discretion.

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

Yrs of Continuous Service	Accrual Rate of Pay Period	Yearly Accrual Rate	Maximum Accrual
< 3 years	5.23 hours	17 days	26 days
=>3 years	5.85 hours	19 days	29 days
=> 6 years	6.46 hours	21 days	32 days
=> 9 years	7.08 hours	23 days	35 days
=> 12 years	7.69 hours	25 days	38 days
=> 15 years	8.31 hours	27 days	41 days

Part time employees shall accrue PTO at a prorated rate of full time employees. Eligible employees are paid hours up to the actual scheduled hours worked for the particular day in which time off is requested.

Section 3. Trial Employees. PTO and sick leave accrued during the first six (6) months of continuous service shall not be credited as earned PTO and sick leave until the employee completes the initial probationary period.

Section 4. Maximum Accrual. Leave benefits which are earned may be accrued to a maximum of one and one half (1 ½) times the employee's annual accrual rate (rounded up). Employees will not accrue or be paid for any leave in excess of one and one half times. However, the City may approve temporary accruals and carryovers of more than the maximum allowable amount

when the employee is unable to take time off due to City staffing and work load requirements, or other legitimate reasons, that in the opinion of the Department Head, make use of accrued paid time off benefits unfeasible. Temporary accruals in excess of the allowable amount shall be approved in writing by the City Manager.

Section 5. Procedure for Use of PTO.

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

Section 6. Cash Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation or dismissal, unless the employee fails to provide the required notice, if any.

Section 7. Sick Leave Accrual. Full time employees shall accrue eight (8) hours of sick leave per month, which may only be used for absences resulting from injury or illness in excess of one (1) day, or emergency leave. Part time employees shall accrue sick leave at a prorated rate of full time employees. Sick leave will be accrued in a separate bank and employees will not accrue or be paid any sick leave in excess of 720 hours.

Section 8. Applicability. Sick leave benefits may be used by regular employees for absences due to personal injury, illness or temporary disability in excess of one (1) day, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with the Family Leave Act.

Section 9. PTO Usage with Sick Leave. If an employee misses one day of work for an injury, illness or temporary disability, the first day of paid leave shall come from the bank of accrued PTO leave unless the employee provides notice from a health care provider justifying the need for the leave, in which case an employee may access sick leave accrual immediately. Any

additional leave necessary for an injury, illness or temporary disability in excess of the first day of PTO shall come from the bank of accrued sick leave. When an employee is absent on more than one occasion for the same occurrence, only one day of PTO is required prior to utilizing paid leave from the employees' accrued bank of sick leave.

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

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

Section 11. Exempt Employees' Administrative Leave. Bargaining unit members who are exempt employees shall receive forty (40) hours of administrative leave each year on January 1st or upon hire in which case the amount of the leave credited will be pro-rated. This administrative leave may be used as soon as it is credited and may not be carried over to the next calendar year.

In consideration of the fact that exempt staff work hours in excess of forty (40) per week, exempt staff will be allowed to flex their schedules upon supervisory approval.

ARTICLE 14 - HOLIDAYS

Section 1. All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Memorial Day	Last Monday in May

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Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

Section 2. Holiday Pay. Regular full time employees who do not work on a holiday shall receive eight (8) hours holiday pay at their regular rate of pay, provided they have worked or been paid for their last scheduled workday before and their first scheduled workday after the holiday. Regular part time employees working twenty (20) hours or more a week who do not work on a holiday shall receive a portion of the eight (8) hours holiday pay at their regular rate of pay equivalent to the percentage of their hours worked to a full forty (40) hour work week, provided they have worked or been paid their last scheduled workday before and their first scheduled workday after the holiday. An unexcused absence from scheduled work on a holiday will result in loss of holiday pay for that holiday. Employees who work on a holiday will receive their holiday pay in addition to regular pay for work on the holiday or additional time off within the work week in which the holiday falls.

Section 3. Except for employees regularly scheduled to work on a Saturday or Sunday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

ARTICLE 15 - SPECIAL AND EMERGENCY LEAVE

Section 1. Jury Duty. Employees who are called to serve on a jury, or served with a subpoena as a witness in any court proceeding concerning a matter which is not personal to the employee, shall be allowed time off from work without loss of pay or accrued benefits. Any fees received shall be endorsed over to the City for deposit in the City's General Fund, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday.

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

Section 3. Leave with Pay. Except as otherwise established by this agreement in the form of paid time off, holidays, jury duty, emergency leave, in-service training, and the other forms of leave and training specifically identified, leave with pay is not allowed, except by express authorization of the City Manager.

Section 4. Family Medical Leave. Consistent with City policy, an employee may be eligible for Family Medical Leave to care for a spouse, parent, parent-in-law or child with a serious health condition as defined under federal and state law, or sick child requiring home care, for the

employee's own serious health condition as defined under federal and state law, or for parental leave for the birth of a child or for placement of a child under 18 years of age for adoption or foster care. As a general rule, such leave shall not exceed twelve (12) weeks within any twelve (12) month period, except as otherwise required by law. An employee may qualify for more than twelve (12) weeks of leave under OFLA and FMLA.

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

An employee returning from a FMLA or OFLA leave will have reinstatement rights pursuant to federal and state law.

Section 5. Emergency Leave.

- a. Generally. When a death or serious illness occurs in an employee's immediate family, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave balance. Emergency leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. All emergency leave shall be approved in writing by the Department Head, setting out the terms, conditions, and length of said leave.
- b. Benefit. Emergency leave may not exceed three (3) workdays in any calendar year unless approved by the City Manager. Emergency leave in excess of three (3) workdays not approved by the City Manager shall be treated as PTO pursuant to the Paid Time Off section, or be treated as leave without pay should all PTO be exhausted.
- c. Definition. "Immediate family" for purposes of this section is defined as spouse, children, grandchildren, parents, grandparents, siblings, mother-in-law, father-in-law, brother or sister-in-law, or any relative residing in the employee's immediate household.

Section 6. Union Leave. One authorized Union representative, upon written request from the Union given 30 days in advance, may be given a short-term leave of absence of up to one week per fiscal year without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the Employer by making requests for such leave in a manner which will minimize interference with the Employer's operations. The Union agrees to reimburse the City for the costs of any benefits the employee earned or enjoyed during the period of unpaid union leave (such as PERS, PTO accrual, sick leave accrual, health insurance benefits, etc.).

ARTICLE 16 - LEAVE WITHOUT PAY

Section 1. Leave without pay may be granted to any regular employee by the City Manager for any period of time up to twelve (12) months for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City.

Section 2. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the employee's department head, and referred to the City Manager with the department head's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

Section 3. Return to Work. Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment within the City. Employees on leave without pay may return to work early, provided notice is given to their department head at least two (2) regular City workdays in advance.

Section 4. Benefits. Paid time off and sick leave benefits are not earned while an employee is on leave without pay. Unless otherwise required by law, the City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, though the employee may elect to personally continue such coverage as provided under the terms of such policies. At the City Manager's discretion, an employee may be required to use any earned but unused paid time off and holiday benefits before a leave without pay is granted.

Section 5. Re-employment. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however, if the employee's anniversary date fell during a leave without pay period, the employees' anniversary date shall be adjusted accordingly for the time away on leave, unless otherwise required by law.

Section 6. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave benefits prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the terms of the Physical Examinations section the certificate shall, if possible, be from the health care provider who previously examined the employee.

ARTICLE 17 - RETIREMENT

Section 1. PERS Enrollment. After six (6) full calendar months of employment, all employees scheduled to work at least six hundred (600) hour per year shall participate in the State of Oregon Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan. Provided, however, that individuals actively enrolled in PERS as a result of prior employment shall be immediately re-enrolled upon hire. The City shall pay the employee's contribution in addition to the employer's share of the cost of the retirement plan for each employee. Employees do not have the option of receiving this pick up as salary and paying their contribution directly.

ARTICLE 18 - BULLETIN BOARDS

Section 1. The City agrees to allow the union to furnish and maintain a bulletin board in each City facility in which bargaining unit members work. The Union shall use the boards only for notices and bulletins concerning Union matters.

ARTICLE 19 – STEWARDS

Section 1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

Section 2. An authorized Union representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

The employer agrees that accredited representatives of AFSCME may have access to employees in the bargaining unit during business hours, provided the employee and the representative are not on City time and the representative has received managerial approval to be in City facilities. Such access may be permitted on a case by case basis without loss of pay when the City determines, in its sole discretion, that such access is in the best interests of the City and does not interfere with the normal operations of the department.

ARTICLE 20 – INSURANCE

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, and vision insurance coverage for all regular full-time employees and regular part-time employees who work 20 or more hours per week. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council

or the insuring agency. The City will pay 87% of the premium cost of the PPO Plan option in place for each tier of coverage for full-time employees. City contributions for part-time employees shall be pro-rated in accordance with City policy. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

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

Section 3. Regular, full time employees may enroll in a program of long term disability insurance at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for this plan are paid 50% by the City and 50% by the employee.

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

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits.

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

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

- a. Disciplinary action shall include only the following: Oral reprimand; written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.
- c. Disciplinary action imposed upon an employee, other than oral reprimand, may be processed as a grievance through the regular grievance procedure.

ARTICLE 22 -- COMPENSATION

Section 1. Wage Scales. Effective July 1, 2013, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, (Annual Average), minimum 0%, maximum 5%.

Section 2. Salary Steps. All step increases within the salary matrix established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. This annual evaluation will also include a review of the employee's job description for completeness and accuracy. A performance evaluation may be grieved under Article 3 through Step 3 of the grievance procedure if an employee receives an evaluation which "Does Not Meet Standards." If an employee does not receive his/her annual performance evaluation within two months after the employee's anniversary date, the evaluation will be presumed satisfactory and any step increase due will be granted retroactively to the employee's anniversary date.

Section 3. Two-Step Increments. Employees who have satisfactorily completed five (5) years within the City will receive two-step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation.

Section 4. Unless otherwise prohibited by law, the anniversary date and performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

Section 5. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 6. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 7. Promotion. Upon promotion, an employee will advance to the new salary range and to the step in the new salary which provides at least a 5% increase from the employees former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 8. Reclassification. When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step equal to or higher than the employees former salary step.

Section 9. Probationary Employees. Upon completion of initial trial service or promotional probation, and employee shall be granted a step increase. A new anniversary date will be established upon the date of the successful completion of trial service or promotion probation.

ARTICLE 23 – SAVINGS CLAUSE

Section 1. Should any article, section, or portion of this Agreement or supplement thereto be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect, except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation, and to bring it into conformance. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the agreement is subject to established annual budget procedures. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The City cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The City makes no guarantee as to passage of budget requests, approval thereof, or necessary sources of revenue.

ARTICLE 24 – MANAGEMENT RIGHTS

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

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains

all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

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

ARTICLE 25 – CONTINUITY OF SERVICES

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

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross a picket line in the line of duty.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. In the event of a violation of this provision by the Union or members of the Union, the City may discipline or discharge any employee involved in such activity.

ARTICLE 26 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and AFSCME Council 75 resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and AFSCME Council 75 where mutually agreeable.

ARTICLE 27 – TERM OF AGREEMENT

Section 1. This agreement shall be effective on July 1, 2013, and shall remain in full force and effect until June 30, 2014.

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

**FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL
1777**

Philip Smith, Local 1777 President
2/25/13

Date

Becky Steward, Council Representative
02-25-2013

Date

FOR THE CITY OF SHERWOOD

Joe Gall, City Manager

Date

Anna M. Lee, HR/Risk Manager

Date



**City of Sherwood, Oregon
2012-13 Budget
Salary Schedule - AFSCME Represented**

Position	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Library Page 1	1	1882	1929	1977	2027	2078	2129	2183	2237	2293	2351	2409
Recreational Assistant		10.86	11.13	11.41	11.69	11.99	12.29	12.59	12.91	13.23	13.56	13.90
Library Page 2	2	2202	2257	2313	2371	2430	2491	2553	2617	2683	2750	2818
		12.70	13.02	13.35	13.68	14.02	14.37	14.73	15.10	15.48	15.86	16.26
Admin Asst I	3	2533	2596	2661	2728	2796	2866	2938	3011	3086	3163	3243
Library Asst I		14.61	14.98	15.35	15.74	16.13	16.53	16.95	17.37	17.81	18.25	18.71
Recreation Specialist												
Admin Asst II	4	2861	2933	3006	3081	3158	3237	3318	3401	3486	3573	3663
Library Asst II		16.51	16.92	17.34	17.78	18.22	18.68	19.14	19.62	20.11	20.62	21.13
Maint Wkr I												
Admin Asst III	5	3176	3255	3337	3420	3506	3593	3683	3775	3870	3966	4066
Maint Wkr II		18.32	18.78	19.25	19.73	20.23	20.73	21.25	21.78	22.33	22.88	23.46
Engineering Tech I												
Finance Tech	6	3494	3581	3671	3762	3857	3953	4052	4153	4257	4363	4472
Code Compliance/Evid Tech		20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80
Department/Program Coord												
Maint Wkr III												
Permit Specialist												
Public Works Tech												
Mechanic												
Recreation Coordinator												
Assistant Planner	7	3807	3903	4000	4100	4203	4308	4415	4526	4639	4755	4874
Librarian		21.97	22.52	23.08	23.66	24.25	24.85	25.47	26.11	26.76	27.43	28.12
Maintenance Worker Lead												
Accountant												
Municipal Court Administrator												
Associate Planner	8	4150	4254	4360	4469	4581	4696	4813	4933	5057	5183	5313
Engineering Associate I		23.94	24.54	25.16	25.79	26.43	27.09	27.77	28.46	29.17	29.90	30.65
Inspector I												
Inspector II	9	4483	4595	4710	4828	4948	5072	5199	5329	5462	5598	5738
Senior Accountant		25.86	26.51	27.17	27.85	28.55	29.26	29.99	30.74	31.51	32.30	33.11
Senior Planner	10	4797	4917	5040	5166	5296	5428	5564	5703	5845	5991	6141
		27.68	28.37	29.08	29.81	30.55	31.31	32.10	32.90	33.72	34.57	35.43

**FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL
1777**

Becky Steward, Council Representative

Philip Smith, Local 1777 President

Date

FOR THE CITY OF SHERWOOD

Joe Gall, City Manager

Anna Lee, HR Manager

Date

2013-2014 AFSCME - City of Sherwood

Memorandum of Agreement

In recognition of the AFSCME bargaining unit members' agreement to roll over this contract, saving time and money for both parties, the City hereby agrees to provide a one-time lump sum signing bonus of \$500.00, less required payroll deductions, to each active AFSCME-represented bargaining unit employee employed by the City on November 21, 2013, the date on which the bonus will be paid.

**FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL**

1777 Becky Steward 2/25/2013
Becky Steward, Council
Representative

Philip Smith
Philip Smith, Local 1777 President

2/25/13
Date

**FOR THE CITY OF SHERWOOD
22560 SW Pine St.
Sherwood, OR 97140**

Joe Gall
Joe Gall, City Manager

Anna M. Lee
Anna Lee, HR/Risk Manager

Date



RESOLUTION 2013-041

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

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

WHEREAS, the City of Sherwood and SPOA members have agreed to roll over the current Sherwood Police Officer's Association Contract as noted in the attached collective bargaining agreement in April 2013; and

WHEREAS, Sherwood Police Officer's Association ratified the tentative agreement in April 2013; and

WHEREAS, the agreement will remain tentative until ratified by the Sherwood City Council and will be effective upon execution and remain in effect through June 30, 2014; and

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

Section 1. This agreement is approved and ratified by the Sherwood City Council and is approved for adoption. The agreement is attached as "Exhibit A".

Section 2: The City Manager is hereby authorized to sign the collective bargaining agreement between the City of Sherwood and Sherwood Police Officer's Association.

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

Duly passed by the City Council this 16th day of July 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

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

Expires: June 30, 2014

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ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – RECOGNITION

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

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 – EMPLOYEE RIGHTS

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

ARTICLE 5 – CONTINUITY OF SERVICES

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

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

ARTICLE 6 – CONTINUATION OF THE STATUS QUO

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

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

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

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

ARTICLE 7 – ASSOCIATION BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – DISCIPLINE AND DISCHARGE

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

Section 2. Process. If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative and/or Association

attorney during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

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

ARTICLE 10 – DISPUTE RESOLUTION PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. All disciplinary action imposed upon an employee, except oral reprimands, may be protested as a grievance through the regular formal grievance procedure, up to and

including binding arbitration. Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

ARTICLE 11 – ASSIGNMENT, PROMOTION AND TRANSFER

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

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

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

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

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

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

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

ARTICLE 12 – PERFORMANCE EVALUATIONS

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

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

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

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

ARTICLE 13 – PROBATIONARY PERIODS

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

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

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

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

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

ARTICLE 14 – SENIORITY, LAYOFF AND RECALL

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

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

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

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

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

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled to their prior classification or a lower classification for which they are qualified on a seniority basis. No new

employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

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

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

ARTICLE 15 – HOURS OF WORK

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

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

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

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

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

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

ARTICLE 16 – OVERTIME/COMPENSATORY TIME

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

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

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

Overtime shall be calculated to the nearest quarter hour.

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

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

Section 4. An employee may elect to be compensated for overtime worked in cash, or by accruing compensatory time off. Compensatory time shall be earned at one and one-half

(1 1/2) times the overtime hours worked but shall not exceed a maximum of seventy (70) hours. Accrued compensatory time in excess of seventy (70) hours shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.

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

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

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

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

ARTICLE 17 – CALLBACK

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

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

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

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

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

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

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

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

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

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

Section 8. Safety Release: Employees working sixteen or more hours in a twenty-four hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. The employee shall advise an on-duty Supervisor or Officer-in-Charge as soon as he or she reasonably believes their shift will extend beyond sixteen hours and no later than one hour before reaching the sixteen hour threshold, unless to do so is not feasible. If the safety release time will extend into the employee's next regularly scheduled shift, the employee may use accrued leave to cover the period of absence from that shift. If the employee does not have sufficient accrued leave, the employee may use unpaid leave. If the safety release time will extend more than half-way through the employee's next shift, the employee may opt to use such accrued leave for the entire shift.

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

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

ARTICLE 18 – SALARIES

Section 1. Effective the first payroll period in July 2012, the salary scale will be as set forth in Appendix A reflecting a 3.1% cost of living adjustment.

Section 2. Effective the first payroll period in July 2013, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between

steps), by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2012, maximum 5%.

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

ARTICLE 19 – PREMIUM PAY

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

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

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

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

Assignment to Detectives	5.0%
Assignment to Field Training Officer ¹	5.0%
Assignment to Motorcycle Officer ²	5.0%
Assignment to Officer-in-Charge ³	5.0%

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

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

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

Residency within Sherwood City Limits	2.5%
Fluency in speaking Spanish language ⁴	5.0%
School Resource/Juvenile Officer	5.0%
Canine (under FLSA standards)	5.0%

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

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

ARTICLE 20 – INSURANCE

Section 1. Effective, July 1, 2013, or upon execution of this agreement, the City will provide group medical, dental, vision, and life insurance programs for all regular full-time employees according to each program's eligibility requirements. The City will pay 87% of the PPO Plan group medical, dental, vision premium cost for regular full time employees and their dependents. Employees electing alternative plan options made available by the City may apply these contribution amounts toward such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council or the insuring agency.

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

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

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

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

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits.

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

ARTICLE 21 – TORT CLAIMS LIABILITY

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

ARTICLE 22 – RETIREMENT

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

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

ARTICLE 23 – PAID TIME OFF

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

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

Years of Continuous Service	Accrual Rate per Pay Period (two weeks)	Yearly Accrual Rate
<3 years	7.38 hours	192 hours
=>3 years	8.00 hours	208 hours
=>6 years	8.62 hours	224 hours

=>9 years	9.23 hours	240 hours
=>12 years	9.85 hours	256 hours
=>15 years	10.46 hours	272 hours

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

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

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

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

Section 6. Procedure For Use Of PTO.

- (A) Requests for time off submitted at the time of shift bid shall be granted on a seniority basis. Such requests may not exceed three weeks per shift bid per employee. Of those three weeks, up to one week may be taken in daily increments, with the remainder being taken only on a full workweek basis.
- (B) To schedule vacations or days off other than for illness or injury, and other than requests submitted at shift bid an employee must submit a written request to the immediate supervisor at least one (1) week in advance. All such requests will be granted on a "first come, first served" basis, after all shift bid requests have been scheduled. If two or more time off requests are received at the same time, then resolution of the conflicting time off requests shall be based on seniority. PTO leave request, except in emergency situations, should be made at least one (1) week in advance. The immediate supervisor shall respond with approval or denial within one (1) week of receipt of the request. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- (B) For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1)

day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.

- (C) Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO's cannot exceed the normal working time in any given pay period, except for authorized overtime.

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

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

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

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

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

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

ARTICLE 24 – OTHER LEAVES

Section 1. Emergency Leave. When a death or serious illness occurs in an employee's immediate family, the employee may request up to five (5) workdays paid emergency leave, which will be deducted from the employee's Disability PTO. Emergency leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. All emergency leave shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave.

Emergency leave may not exceed five (5) workdays in any calendar year unless approved by the City Manager. Emergency leave in excess of five (5) workdays not approved by the City Manager shall be treated as PTO pursuant to Article 23, or leave without pay pursuant to Section 6 below should all PTO be exhausted.

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

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

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

Section 4. Family Medical Leave.

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

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

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

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

Section 5. Leave Without Pay.

- A. Generally. Leave without pay may be granted to any regular employee by the City Manager or his designee for any period of time up to one hundred eighty (180) days for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following

childbirth. The City Manager or his designee shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City. Temporary employees shall not be granted leave without pay.

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

Section 6. Administration of Leave Requests.

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

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

- B. Notice of Leave.

Unless otherwise required by law, employees must provide thirty (30) days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable, notice of such leave must be provided as soon as the employee learns of the need for leave. At a minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work. Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits. In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave and the availability of other family members to provide care.

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

- D. Benefit Status During Leave.

Unless otherwise indicated, leaves under this article are unpaid. However, employees on an unpaid family medical leave shall be entitled to use accrued vacation, sick leave, and compensatory leave, but shall not be required to do so. Leave shall not continue to

accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.

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

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

ARTICLE 25 – UNIFORMS

Section 1. If an employee is required to wear a uniform or carry equipment, such uniform and/or equipment shall be furnished by the City. The employee shall make restitution to the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and equipment is the responsibility of the

employee. The City will provide cleaning service for up to two City-issued uniforms per week and cleaning service for detectives' court attire as needed.

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

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

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

ARTICLE 26 – TRAINING

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

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

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

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

ARTICLE 27 – BUSINESS TRAVEL

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

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

ARTICLE 28 – OUTSIDE EMPLOYMENT

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

ARTICLE 29 – MISCELLANEOUS

Section 1. General and Special Orders.

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

Section 2. Use of Force Situations.

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

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

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

Section 3. Written Record of Complaint.

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

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

ARTICLE 30 – PERSONNEL FILES

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

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

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

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

ARTICLE 31 – FUNDING CLAUSE

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

ARTICLE 32 – SAVINGS CLAUSE

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

ARTICLE 33 – CLOSURE

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

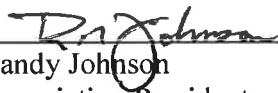
Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Sherwood Police Officers' Association where mutually agreeable.

ARTICLE 34 – TERM OF AGREEMENT

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

Section 2. This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st, 2013, that it wishes to modify the Agreement.

**FOR THE SHERWOOD POLICE
OFFICERS' ASSOCIATION**



Randy Johnson
Association President

4/4/13

Date



Association Vice-President


4-4-13

Date

**FOR THE CITY OF
SHERWOOD**

Joseph Gall
City Manager

Date



~~Anna M. Lee~~ Tom Pessemier
Human Resource/Risk Manager

July 8, 2013

Date

APPENDIX A

EFFECTIVE the first payroll period in July 2012*:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$4,253	\$4,359	4,468	4,580	4,694	4,812	4,932	5,055	5,183	5,312	5,445

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

APPENDIX B

INTERNAL INVESTIGATION PROCEDURES

INVOLVING DISCIPLINE OF AN ECONOMIC NATURE

A. Definition.

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

B. Advance Notice.

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

C. The Interview

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

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

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

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

5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview himself/herself at his/her own expense, and the City shall be provided with a copy. If any portion of

the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

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

D. Investigation Findings:

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

APPENDIX C

Relating to Article 29 section 4 of the Collective Bargaining Agreement

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

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

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

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

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

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

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

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

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

Employees who choose not to participate, or who participate but do not satisfactorily complete the ORPAT as defined-in this agreement, will not be negatively impacted.

TO: Sherwood City Council

FROM: Bob Galati PE, City Engineer

Through: Julia Hajduk, Community Development Director and Joseph Gall, City Manager

SUBJECT: Ordinance 2013-004 approving vacation of a storm water easement located on private property and recording a new public storm water easement with adjusted boundary to match conditions

Issue:

Should the City Council authorize and direct the City Manager to take such action as may be necessary for correcting an issue of encroachment into an existing public storm sewer easement by a private development? This action would include vacating the existing public storm sewer easement and establishing a new public storm sewer easement which eliminates the encroachment.

Background:

As part of the plat recording of Sherwood Cannery Square (Document No. 2011-089523, Washington County Plat Records), a 7.5 foot wide public storm sewer easement was provided along the east property line of Lot 10. This easement is to allow access for maintenance of the public storm water line which serves the adjacent City property.

Unfortunately, the approved construction plan set for the Residences at Cannery Square did not provide clear and concise definition of the easement line. It was during the construction process the discovery was made that the actual building footprint encroached approximately 2-feet into the existing easement. Options of redesigning the building or moving the building location were evaluated and deemed not feasible due to physical limitations and prohibitive costs. Leaving the encroachment "as is", is not feasible as it may abrogate the legal status of the easement.

It was determined that a new public storm sewer easement would be needed, and that the easement would enclose the same area except it would take into account the encroachment as the new easement boundary. This solution was presented to the City Public Works Department and Engineering Department for review and approval, and found to acceptably provide the same net benefit of the original easement.

City staff followed Oregon Revised Statutes (ORS 271.110 – Notice of Hearing and ORS 271.130 – Vacation of city governing body's own motion; appeal) for the vacation process. Notices were posted on-site (one), and at four public locations. Notifications were also published in two local newspapers; a) Sherwood Gazette, July 2013 Edition, and b) The Times, June 27, 2013 Edition, and on the City of Sherwood website.

The Developer's Surveyor has provided the legal description and survey map exhibits necessary for recording the vacation and the re-establishment of the storm sewer easement as separate actions.

Financials:

The costs incurred by the City are the staff time for noticing and presenting the Ordinance to City Council. The Developer is responsible for all recording fees.

Recommendation:

Staff respectfully requests adoption of Ordinance 2013-004 which authorizes and directs the City Manager, or their authorized personnel, to take such action as may be necessary to document the easement vacation and establishment of a new public storm sewer easement, including recordation of a certified copy of this Ordinance, and filing of a certified copy of this Ordinance with the County Assessor and County Surveyor, in accordance with Washington County ordinances and regulations.



ORDINANCE 2013-004

AN ORDINANCE APPROVING VACATION OF A PUBLIC STORM SEWER EASEMENT LOCATED ON PRIVATE PROPERTY AND ESTABLISHING A NEW PUBLIC STORM WATER EASEMENT WITH ADJUSTED BOUNDARY TO MATCH ENCROACHMENT CONDITIONS

WHEREAS, an existing 7.5 foot wide public storm sewer easement was recorded as part of the plat for Sherwood Cannery Square (Document No. 2011-089523, Washington County Plat Records); and

WHEREAS, the approved construction plan set for the private development project “Residences at Cannery Square” did not provide clear and concise definition of the extents of the existing public storm sewer easement relative to the building footprint; and

WHEREAS, during the course of construction it was discovered that the building footprint encroached approximately 2-feet into the existing easement; and

WHEREAS, after exploring multiple options including redesign and relocation of the building, it was determined that a vacation of a portion of the existing easement would be most effective while still retaining the purpose and intent of the easement; and

WHEREAS, reducing the easement width as proposed by the developer will not be detrimental to the purpose of the easement; and

WHEREAS, maintaining the current easement with the building encroachment is not advised for legal reasons; and

WHEREAS, the City's Public Works and Engineering Departments have reviewed and agreed with the Developer's request for modification of the easement area as shown on the attached Exhibit A (legal description) and Exhibit B (survey map); and

WHEREAS, a new public storm sewer easement as shown on the attached Exhibit A (legal description) and Exhibit B (survey map) shall be recorded concurrently with the recording of this easement vacation ordinance; and

WHEREAS, the City has posted notices of the vacation request at four public locations and at one location on the vacation site, and published notice in the Sherwood Gazette (July 2013 Edition) and The Times (June 27, 2013 Edition) all in accordance with ORS 271.110 et seq.; and

WHEREAS, the Sherwood City Council may initiate vacation on its own motion, as delineated in ORS 271.130, with notice to abutting property owners; and

WHEREAS, the only property affected by this action is owned by the Developer; and

WHEREAS, the Sherwood City Council has received a staff report with findings and found the vacation and re-establishment of a corrected public storm water easement to be in the public interest; and

WHEREAS, the vacation of the existing storm sewer easement will not impact any other adjacent property values.

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

Section 1: The vacation of the existing 7.5 foot wide public storm sewer easement as identified as part of the recorded plat for Sherwood Cannery Square (Document No. 2011-089523) is necessary to correct for an encroachment and is in the public's interest.

Section 2: That a new public storm sewer easement as shown on attached Exhibit A (legal description) and Exhibit B (survey map) shall be recorded concurrently with the recording of the vacation ordinance.

Section 3: After full and due consideration of the vacation request, the City Staff Report, the City Council adopts Ordinance 2013-004 for the vacation of the existing storm sewer easement and recording of a new public storm sewer easement as shown on attached Exhibit A (legal description) and Exhibit B (survey map).

Section 4: This Ordinance shall take effect 30 days after its approval and adoption.

Section 5: The City Manager or their authorized personnel, is hereby authorized and directed to take such action as may be necessary to document this easement vacation and establishment of a new public storm sewer easement, including recordation of a certified copy of this ordinance, and filing of a certified copy of this ordinance with the County Assessor and County Surveyor, in accordance with Washington County ordinances and regulations.

Duly passed by the City Council this 16th day of July, 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

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



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

**EXHIBIT "A"
LEGAL DESCRIPTION**

**Proposed Public Storm Sewer Easement
January 30, 2013**

A portion of Lot 10, Plat of "Sherwood Cannery Square", recorded as Document No. 2011-089523, Washington County Plat Records, located in the East One-Half of the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with an orange plastic cap inscribed "HHPR INC" at the most easterly corner of said Lot 10, Plat of "Sherwood Cannery Square";

Thence S47°24'13"W, along the southeasterly line of said Lot 10, 13.00 feet to a point;

Thence leaving said southeasterly line N02°20'22"E, 7.77 feet to a point;

Thence N42°43'29"W, 177.48 feet to a point;

Thence N47°16'31"E, 2.00 feet to a point;

Thence N42°43'29"W, 55.00 feet to a point;

Thence N47°16'31"E, 5.50 feet to the northeasterly line of said Lot 10;

Thence S42°43'29"E, along the northeasterly line of said Lot 10, 238.00 feet to the Point of Beginning.

Containing 1,690 square feet more or less.

See attached Exhibit "B" entitled "Proposed Public Storm Sewer Easement" hereby incorporated by reference.

This legal description and the basis of bearings thereof, is based upon the Plat of "Sherwood Cannery Square", recorded as Document No. 2011-089523, Washington County Plat Records.

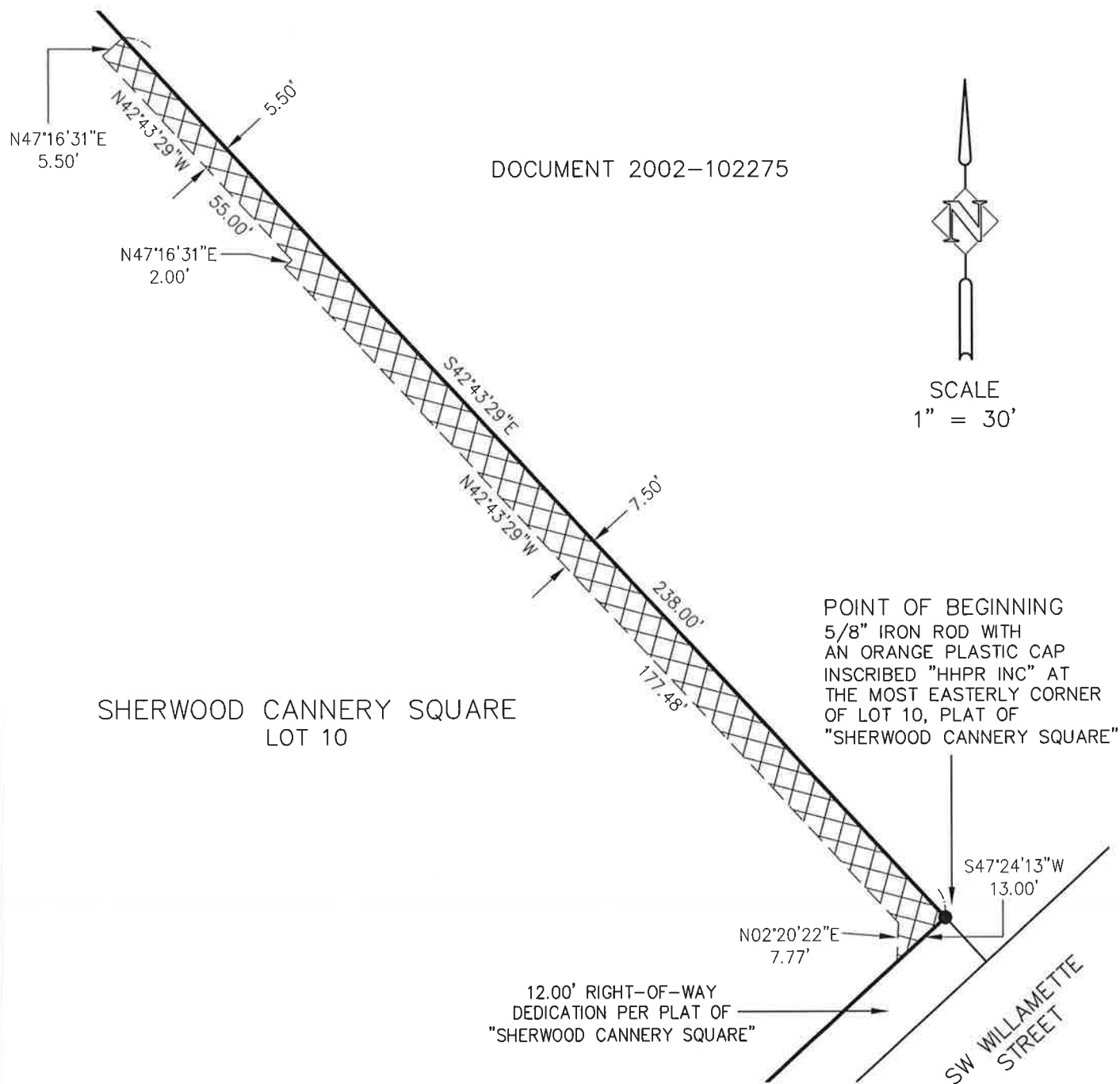


12-31-13

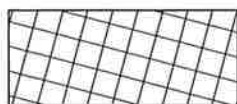
EXHIBIT "B"

PROPOSED PUBLIC STORM SEWER EASEMENT

DOCUMENT 2002-102275



LEGEND



PROPOSED PUBLIC STORM
SEWER EASEMENT
± 1,690 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

CPL-02 JTC 01/30/2013 PAGE 1 OF 1

TO: Sherwood City Council

FROM: Bob Galati P.E., City Engineer

Through: Julia Hajduk, Community Development Director and Joseph Gall, City Manager

SUBJECT: Resolution 2013-036 authorizing the City Manager to sign an IGA with Clean Water Services (CWS) for the Tonquin Employment Area Sanitary Upgrade Project.

Issue:

Should the City Council authorize the City Manager to sign an Intergovernmental Agreement (IGA) with Clean Water Services (CWS) to receive CWS System Development Charge (SDC) Funds for the design and construction costs associated with the Tonquin Employment Area Sanitary Sewer Upgrade project?

Background:

The property east of SW Oregon Street and south of SW Tualatin-Sherwood Road was voter approved for future annexation in the City of Sherwood under Ballot Measure 34-202 with the vote being certified by City of Sherwood Resolution 2012-059. This property is known as the Tonquin Employment Area and is zoned for future industrial property.

The northern portion of this new industrial area (±135.5 Acres) will obtain sanitary service from an existing sanitary main along the south side of SW Tualatin-Sherwood Road between SW Oregon Street and the Portland and Western Railroad tracks. The existing sanitary sewer continues along the southeast side of the Portland and Western Railroad tracks to connect to a higher capacity main on the northeast side of Rock Creek. This existing sanitary sewer (10-inch and 12-inch diameters) does not have the capacity to serve full development of the new industrial area, and is being upgraded (12-inch and 15-inch diameters) to handle future needs.

The City has an existing IGA with CWS which delegates ownership and maintenance responsibilities between the two jurisdictional agencies. Because of the capacity upgrade requirement and related pipe sizing, the project becomes eligible for reimbursement out of CWS SDC funds. The proposed IGA will complete the process for the City to be eligible to receive these reimbursement funds.

Financials:

The amount of the reimbursement from CWS and this IGA is expected to be approximately 40% of the design and construction costs. The remaining funds necessary to complete the project will come from City Sanitary SDC funds. This project is part of the adopted budget for FY2013-14.

Recommendation:

Staff respectfully requests adoption of Resolution 2013-036 authorizing the City Manager to execute an IGA with CWS to receive SDC reimbursement for the design and construction costs associated with the Tonquin Employment Area Sanitary Upgrade project.



RESOLUTION 2013-036

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CLEAN WATER SERVICES (CWS) TO UTILIZE SYSTEM DEVELOPMENT CHARGE (SDC) FUNDS IN THE CONSTRUCTION OF THE TONQUIN EMPLOYMENT AREA SANITARY SEWER UPGRADE PROJECT

WHEREAS, the Tonquin Employment Area Sanitary Sewer Upgrade (TEASU) project is identified in the City's Sanitary Sewer Master Plan as Area 48 North Capacity Upgrade (Project Number 8); and

WHEREAS, the master plan indicates an increase in pipe size based on future development capacity needs for the Tonquin Employment Area (Area 48); and

WHEREAS, the existing IGA between CWS and the City dated January 4, 2005, wherein the delegation of responsibilities and shared costs are apportioned; and

WHEREAS, the TEASU project is eligible for proportional share capital fund reimbursement from CWS; and

WHEREAS; an IGA is required between CWS and the City to outline the terms of the project and project funding before SDC funds can be used on the project; and

WHEREAS, it is in the best interests of the City of Sherwood and its residents to take advantage of the benefits offered by the IGA.

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

Section 1: The City Manager is authorized to sign the IGA, attached as Exhibit A to this Resolution.

Section 2: This Resolution shall be effective as of the date of its adoption by the City Council.

Duly passed by the City Council this 16th day of July 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF SHERWOOD AND
CLEAN WATER SERVICES TO CONSTRUCT
TONQUIN EMPLOYMENT AREA SANITARY SEWER UPGRADE
PROJECT (D-010) NO. 6598**

This Agreement, dated May 21, 2013, is between CLEAN WATER SERVICES (District), a county service district organized under ORS Chapter 451 and the CITY OF SHERWOOD (City), a municipal corporation of the State of Oregon.

A. RECITALS

ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement is authorized to perform.

City intends to undertake the Tonquin Employment Area Sanitary Sewer Upgrade Project (D-010) No. 6598 (Project) to provide capacity for industrial development in the Tonquin area recently annexed into Sherwood. This Project has been endorsed by the Capital Improvement Program Prioritization Committee.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT SCOPE

The project includes upsizing 2069 linear feet of existing 10-inch sewer along Pacific and Western Railroad and Tualatin Sherwood Road to 15-inch sewer through a combination of pipe-bursting and open trench construction (15-inch Sewer) and upsizing 968 linear feet of existing 8-inch sewer along 13985 SW Tualatin Sherwood Road eastward to the intersection with Oregon Street to 12-inch sewer using open trench construction methods (12-inch Sewer). See attached Exhibit A for the Project location.

C. DEFINITIONS

1. Capital Improvement Program Prioritization Committee – A Committee established by District and District's member Cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tigard, Tualatin, and Sherwood.
2. Financial Partner –City or District will assume this role, primarily for the purpose of funding a portion of the Project.
3. Managing Partner –City or District will assume this role, primarily for the purpose of administering the Project.

D. DISTRICT OBLIGATIONS

District is the Financial Partner and shall perform all Tasks identified for the Financial Partner in the List of Standard Obligations, attached hereto as Exhibit B unless the Task is checked “Not Applicable”. District shall assign Andy Braun as District’s Project Manager.

E. CITY OBLIGATIONS

City is the Managing Partner and shall perform all Tasks identified for the Managing Partner in Exhibit B unless the Task is checked “Not Applicable”. City shall assign Bob Galati as City’s Project Manager.

F. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until the Project is complete as indicated in writing by the Parties, and the Parties’ obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
 - A. Proposed changes of scope during the Project implementation must be reviewed and endorsed by an affirmative vote of the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be approved by the Managing Partner without further approval.
 - B. The construction contract amount of the Project may be increased by up to 20% of the original contract amount for constructions costs without amending the Agreement, provided the increase shall not exceed the not to exceed amount contained in Exhibit B.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or by either of the parties notifying the other in writing prior to award of a construction contract, with the termination being effective 30 days from receipt of notice.
5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the

meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

6. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
7. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement each party is responsible for its own attorney fees, paralegal fees, costs, disbursements and other expenses, including without limitation those arising before and at any trial, arbitration, or other proceeding and in any appeal.
8. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Mayor and District's General Manager will attempt to resolve the issue. If the City Mayor and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs.
9. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
10. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
11. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved in writing by 1) District's General Manager or the General Manager's designee and when required by applicable District rules, District's Board of Directors and 2) City. Proposed changes of scope must also be approved by affirmative vote of the Capital Improvement Program Prioritization Committee.

12. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

CLEAN WATER SERVICES

CITY OF SHERWOOD, OREGON

By: _____
General Manager or Designee

By: _____
Mayor or Designee

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Counsel

Exhibit A Project Location Map

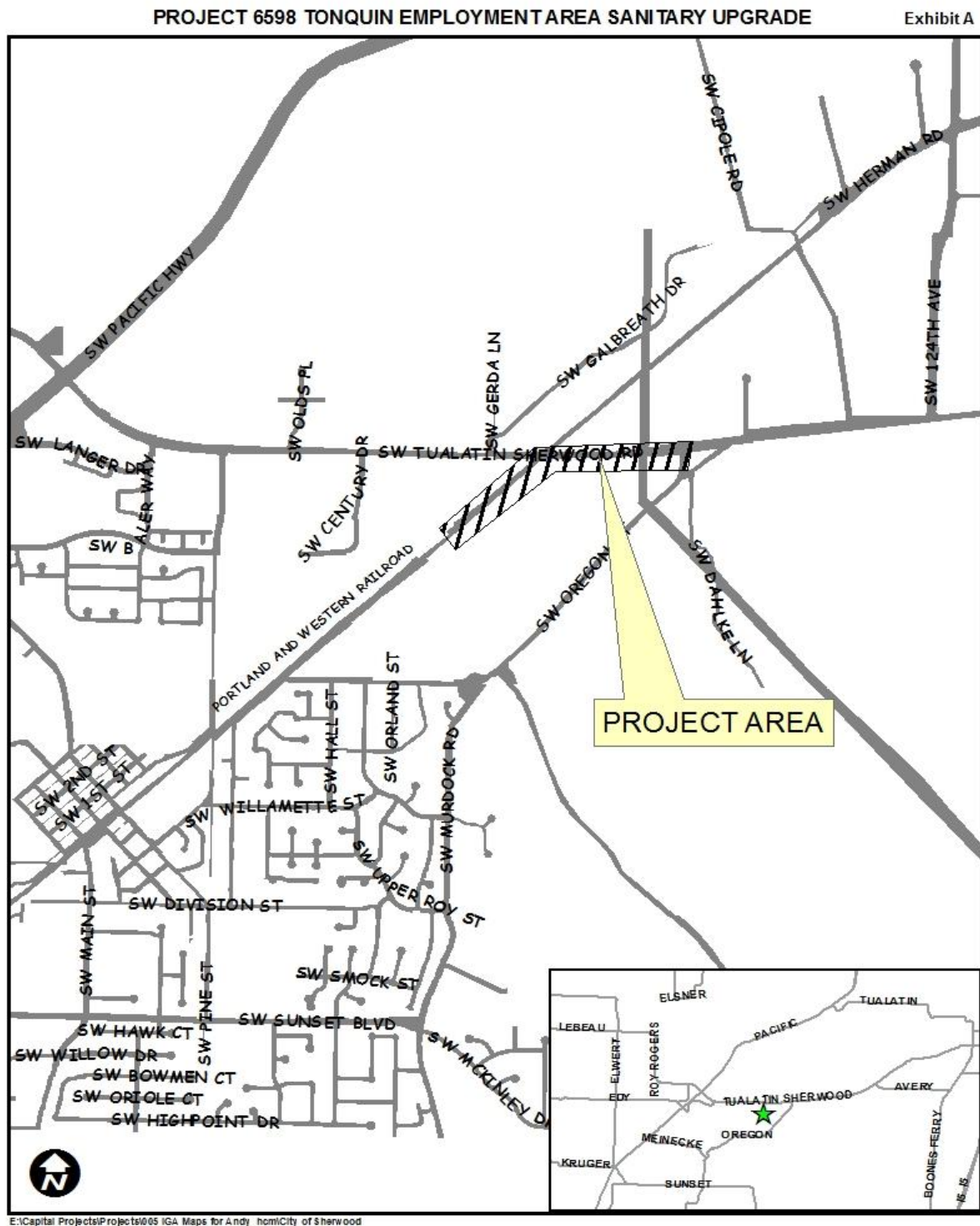


EXHIBIT B
LIST OF STANDARD OBLIGATIONS

Task	Not Applicable
<u>Managing Partner shall:</u>	
Provide Financial Partner at least ten days to review Project plans and specifications and incorporate Financial Partner's comments into the plans as mutually agreed upon.	<input checked="" type="checkbox"/>
Provide any required notice and communicate with the neighborhood and property owners within the Project limits. Respond to public calls arising from work being completed under this Agreement.	<input type="checkbox"/>
Prepare and submit invoices of the Project costs to Financial Partner annually in July and at project completion.	<input type="checkbox"/>
Make all required payments to the construction contractor.	<input type="checkbox"/>
Prepare and submit a Project summary of completed tasks to Financial Partner with each invoice	<input type="checkbox"/>
Prepare all contracts and bid documents, advertise for bids, and select a construction contractor for the Project.	<input type="checkbox"/>
Construct the Project and provide construction inspection and management services for the Project.	<input type="checkbox"/>
If requested, hold progress meetings with Financial Partner during the field investigation and design phases of the Project. Financial Partner may review options and provide input on the Project.	<input type="checkbox"/>
Pay 100 percent of the following costs for the new 12-inch Sewer and 20 percent for the new 15-inch Sewer: administration, easements, field inspection, survey, public involvement, design, bidding, construction and construction administration (Project Costs).	<input type="checkbox"/>
Require all contractors to include Financial Partner as an additional insured on insurance coverage required for construction work performed in completing the Project.	<input checked="" type="checkbox"/>
Coordinate public involvement related to the Project.	<input type="checkbox"/>
Waive any land use or permit fees (except plumbing inspection fees) for work related to the Project.	<input type="checkbox"/>
City currently has sewer fund balances, including a sewer development charge (SDC) balance. City has been allowed to retain these balances to "spend down" on sewer-related projects within the City, regardless of funding responsibilities. Funding for the Project shall include \$_____ from City's existing sewer fund balances.	<input checked="" type="checkbox"/>

EXHIBIT B
LIST OF STANDARD OBLIGATIONS

<u>Infiltration and Inflow Abatement projects</u>	
Obtain written permission from each property owner to inspect their sanitary sewer lateral and to line or replace it if deficient.	<input checked="" type="checkbox"/>
Establish whether each property has a cleanout at the structure. If no cleanout exists, Managing Partner will install one.	<input checked="" type="checkbox"/>
Inspect and evaluate each sanitary sewer lateral and main with a television camera. Managing Partner will line or replace all deficient sewer laterals and mains.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>
<u>Financial Partner shall:</u>	
Review Project plans and specifications and provide Managing Partner with written comments and/or approval within 10 days of receipt.	<input checked="" type="checkbox"/>
Have the right to approve the final acceptance of the Project after construction.	<input type="checkbox"/>
Pay Managing Partner 80 percent of the Project Costs for the new 15-inch Sewer, not to exceed \$690,550.	<input type="checkbox"/>
Pay invoices submitted by Managing Partner for actual costs incurred within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.	<input type="checkbox"/>
Assist Managing Partner in communicating with the property owners and Project stakeholders regarding progress and/or any material issues that arise.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>

TO: Sherwood City Council

FROM: Bob Galati P.E., City Engineer

Through: Julia Hajduk, Community Development Director and Joseph Gall, City Manager

SUBJECT: Resolution 2013-037 authorizing the City Manager to sign an IGA with ODOT to receive TGM funds for updating the City's Transportation System Plan (TSP).

Issue:

Should the City Council authorize the City Manager to sign an Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT) to receive Transportation Growth Management (TGM) funds to perform an update of the City's Transportation Systems Plan (TSP).

Background:

In January 2012, the State of Oregon adopted amendments to the Oregon Administrative Rules 660-012-005 and 0060, regarding the State Transportation Planning Rules (TPR). In addition, in 2010 Metro adopted Ordinance No.10-1241B amending the 2035 Regional Transportation Plan (RTP), which establishes a comprehensive policy direction for the regional transportation system and recommends a balanced program of transportation investments to that policy direction. As a result of these adopted amendments, jurisdictional agencies which have transportation master/system plans are required to update their plans to conform to the changes of the TPR and RTP within two years of adoption of the amended TPR and RTP.

The City's current Transportation System Plan (TSP) was adopted in March of 2005, and was based on data developed in 2003, which indicates that the City is currently performing transportation planning with data that is between seven and eleven years old. Since the adoption of the 2005 TSP, several TSP amendments have occurred, along with completion of four concept plans (Area 59 – Sherwood School District, Area 54/55 – Brookman Area, Area 48 – Tonquin Employment Area, and Adams Avenue North), and the current work on the Sherwood Town Center Plan.

The City submitted for and received approval for award of a TGM grant from the State of Oregon contingent on the City entering into an IGA with ODOT. The City and ODOT have conducted a competitive selection process administered by ODOT, and selected the transportation engineering firm of DKS & Associates to perform the consultant services for the TSP update. The City, ODOT and DKS have also negotiated a scope of work and budget consistent with the TGM grant award amount of \$151,000.

To receive the TGM grant funds, the City must enter into an IGA with ODOT prior to any issuance of a Notice to Proceed (NTP), or being able to expend any resources or charge against the project funds.

Financials:

By entering into the IGA with ODOT, the City commits itself to completing the TSP update and also providing City staff and resources to meet the local cost match of \$22,274. This amounts to 13% of the total estimated project budget of \$173,724. The staff time and resources necessary to provide this match have been factored into the adopted FY13-14 budget and will be paid for out of transportation funds as opposed to General Fund.

Recommendation:

Staff respectfully requests adoption of Resolution 2013-037 authorizing the City Manager to execute an IGA with ODOT to receive TGM Grant funds and proceed with updating the City's TSP.



RESOLUTION 2013-037

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO RECEIVE TRANSPORTATION GROWTH MANAGEMENT (TGM) FUNDS TO PERFORM AN UPDATE OF THE CITY OF SHERWOOD TRANSPORTATION SYSTEM PLAN (TSP)

WHEREAS, on January 1, 2012, the State of Oregon adopted amendments to the Oregon Administrative Rule 660-012-005 and 0060, regarding the State Transportation Planning Rules (TPR); and

WHEREAS, Metro adopted Ordinance No.10-1241B amending the 2035 Regional Transportation Plan (RTP) which establishes a comprehensive policy direction for the regional transportation system and recommends a balanced program of transportation investments to implement that policy direction; and

WHEREAS, Metro's RTP is updated every four years, as required by federal law, and may be amended as necessary in response to changing local conditions and newly adopted plans, and to be eligible to build a project with federal funds projects must first be amended into the RTP; and

WHEREAS, as required by law jurisdiction agencies are required to bring their existing Transportation System Plans (TSP) into compliance with the requirements of the updated State of Oregon TPR and Metro 2035 RTP, and are given a 2-year time period to conduct said updates; and

WHEREAS, the current City TSP was adopted in March 2005, and was based on data developed in 2003, which indicates that the City is currently performing transportation planning with data that is between seven and eleven years old; and

WHEREAS, TSP's are recommended to be updated every 5 years to reflect changes in policies and assumptions; and

WHEREAS, to perform the TSP update the City submitted for and was awarded a TGM Grant conditioned on execution of an IGA with ODOT; and

WHEREAS, the City and ODOT have selected through a competitive process administered by ODOT, the transportation engineering firm DKS & Associates to perform consultant services for the City's TSP update; and

WHEREAS, the City, ODOT and the consultant have negotiated a Scope of Work (SOW) and budget consistent with the TGM grant award of \$151,000; and

WHEREAS, the City must enter into an IGA with ODOT prior to a Notice to Proceed (NTP) being issued and work being charged to the project; and

WHEREAS, through the signing of the IGA the City is committed to completing the TSP update and is also committed to providing local staff and resources to meet the required local match of \$22,724, which is 13% of the total project cost of \$173,724; and

WHEREAS, it is in the best interests of the City of Sherwood and its residents to have an updated TSP which is in conformance with the TPR.

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

Section 1: The City Manager is authorized to sign the IGA, attached as Exhibit A to this Resolution.

Section 2: This Resolution shall be effective as of the date of its adoption by the City Council.

Duly passed by the City Council this 16th day of July 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

City of Sherwood, Sherwood Town Center Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and City of Sherwood (“City” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”) funds. Local funds are used as match for SAFETEA-LU funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. “Project” means the project described in Exhibit A.

L. “Termination Date” has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2013 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$169,100.

C. City's Amount. The City's Amount shall not exceed \$21,000.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$148,100.

E. City's Matching Amount. The City's Matching Amount is \$20,900 or 11% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests, cost reports for 100% of City's Federally Eligible Costs, and shall be reimbursed at 50.12% up to the City's Amount.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and

- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

(a) The permanent location of Project records (which may be subject to audit);

- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount;
- (c) A list of final deliverables; and
- (d) City's final disbursement request.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

City

City of Sherwood

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: _____
(Official's Signature)

Date: _____

Contact Names:

Julia Hajduk
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140
Phone: 5036254204
Fax: 503-625-0629
E-Mail: hajdukj@ci.sherwood.or.us

Seth Brumley, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8234
Fax: 503-731-3266
E-Mail: Seth.A.BRUMLEY@odot.state.or.us

Exhibit A
Statement of Work and Delivery Schedule
For WOC #5, PA #27627

TGM 1C-11
 City of Sherwood
 Sherwood Town Center Plan

Name: Address: Phone: Fax: Email:	<u>Agency's Work Order Contract Project Manager ("WOCPM")</u> Seth Brumley 123 NW Flanders St Portland, OR 97209 503-731-8234 503-731-3266 Seth.a.brumley@odot.state.or.us	Name: Address: Phone: Fax: Email:	<u>Consultant's Project Manager</u> Darci Rudzinski 921 SW Washington St Portland, OR 97205 503-227-3669 503-227-3679 drudzinski@angeloplanning.com
Name: Address: Phone: Fax: Email:	<u>City Project Manager</u> Julia Hajduk 22560 SW Pine St Sherwood, OR 97140 503-625-4204 Hajdukj@SherwoodOregon.gov		

A. Definitions and Acronyms

Agency or ODOT – Oregon Department of Transportation
 City – City of Sherwood
 City PM – City of Sherwood Project Manager
 County – Washington County
 MMA – Multimodal Mixed-use Area
 NTP – Notice to Proceed
 OAR – Oregon Administrative Rule
 PM – Project Manager
 PMT – Project Management Team
 RTP – Regional Transportation Plan
 SAC - Stakeholder Advisory Committee
 TAC – Technical Advisory Committee
 TAZ - Transportation Analysis Zone
 TPR – Transportation Planning Rule
 TSP – Transportation System Plan

UGMFP – Urban Growth Management Functional Plan
WOC – Work Order Contract
WOCPM – Work Order Contract Project Manager

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the “WOC”) with the work order consultant (“Consultant”) shall contain the following provisions in substantially the form set forth below:

“B. Project Cooperation

This Statement of Work and Delivery Schedule (“SOW”) describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (“WOC”), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All services or work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements or other agreements which contain a statement of work that is the same as or similar to this SOW, with a specification of the specific tasks assigned to others. The obligations of entities in this SOW other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables which the Consultant assigns to a subcontractor shall nevertheless be the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this SOW shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (“Agency”) Work Order Contract Project Manager (“WOCPM”) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this SOW.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item B.1 above, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this SOW, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

C. Key Personnel. The Consultant acknowledges and agrees that Agency selected the Consultant, and is entering into this WOC, because of the special qualifications of the Consultant’s key people. In

particular, Agency through this WOC is engaging the expertise, experience, judgment, and personal attention of the following Consultant personnel: Darcie Rudzinski and Chris Maciejewski (collectively "Key Personnel" or individually a "Key Person"). The Consultant's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this WOC to another (other) Consultant employee(s) without first obtaining the written consent (email acceptable) of Agency. Further, Consultant shall not re-assign or transfer a Key Person to other duties or positions such that a Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Consultant requests that Agency approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this WOC.

D. Project Purpose and Transportation Relationship and Benefit

The purpose of the Sherwood Town Center Plan Project (the "Project") is to determine the boundaries of the City of Sherwood ("City") Town Center (the "Town Center"), identify opportunities and constraints for the successful development of the Town Center and create a strategy for the development and re-development of the area. The Sherwood Town Center Plan will likely establish modifications to land uses and a multimodal transportation network that will be supportive of Metro's 2040 Plan implementation.

The Project will result in a plan that can be adopted as part of the comprehensive plan as well as implementing amendments to the development code. This plan will outline steps to bring the Town Center into compliance with the Metro Title 6 guidance in 3.07.620 and must include evaluation and recommendations with the goal to achieve compliance with 3.07.630. The plan will include recommendations regarding a multimodal mixed-use area ("MMA") designation within or contiguous with the Town Center boundaries based on the new guidance for MMAs in the Transportation Planning Rule ("TPR") - Oregon Administrative Rule ("OAR") 660-012-0060.

E. Description of the Project Area

The Project area will be refined in Task 1. The Project area must, at minimum, include the existing Town Center boundaries and the "Old Town" district (the "Project Area"). The Old Town district is generally bounded by Sherwood Middle School to the north, SW Main St and SW Park St to the west, SW Washington St and SW Willamette St to the south, and SW Foundry Ave to the east. The existing Town Center boundary straddles Highway 99W and is bordered on the north by Tualatin-Sherwood Road.

Over the years, the area known as the Town Center has developed with traditional auto oriented retail and financial uses with limited street connectivity. The average daily traffic for the 99W/Tualatin-Sherwood Road intersection is 40,000 vehicles with a high percentage of trucks. This highway is designated as a Freight Corridor and is part of the regional freight system in the Regional Transportation Plan ("RTP"). Although this area is served by transit, the streets are wide and heavily traveled making it a challenging area to redevelop as a compact, pedestrian friendly Town Center.

In contrast, the City's traditional downtown "Old Town" area has an existing street grid pattern and pedestrian friendly environment that has experienced redevelopment and revitalization including public services (new library, city hall and city offices), small scale retail and office uses.

F. Background

Since the year 2000, Sherwood has had a Metro 2040 Town Center designation at the intersection of Highway 99W and Tualatin-Sherwood Road. Although a boundary for the Town Center has been defined, a formal plan for the area was never established. The lack of a plan for the Town Center has resulted in a development pattern that is not compact, mixed use, pedestrian friendly or transit supportive. Upon review, it appears that the determination of where the boundaries should be located did not include analysis of needs, opportunities, and constraints to developing the area consistent with the Metro definition for town centers or any significant public involvement.

Metro has recently updated the Urban Growth Management Functional Plan ("UGMFP") to better address and incentivize planning for and development of centers, corridors and main streets as part of their capacity ordinance. One of the stated purposes of the revisions to Title 6 (Centers, Corridors, Station Communities and Main Streets) of the UGMFP is to "use investments and other incentives to induce cities and counties to revise their comprehensive plans and land use regulations to eliminate barriers to the types and densities of residential development and commercial and civic services that make higher-density residential development market-feasible". The updates to Title 6 of the UGMFP require local jurisdictions to adopt boundaries and develop plans and implementation strategies for town centers in order to be eligible for certain regional investments.

The Oregon Land Conservation and Development Commission has recently updated OAR 660-012-0060 governing plan and land use regulation amendments. OAR 660-012-0060 (10) allows cities to designate a MMA. Within the MMA the city would be allowed to upzone land for urban development without needing to meet traffic congestion performance standards as would otherwise be required under OAR 660-012-0060.

G. Project Objectives

The overall Project objective is to develop a plan for the town center that will guide development and re-development in the Project Area. In order to achieve this overall objective, the following additional objectives must be met:

- Affirm or modify the location of Town Center boundary.
- Determine vision for town center
- Determine appropriate land uses and standards to implement vision and to provide an improved transportation system that includes pedestrian friendly and transit supportive facilities
- Develop a plan that balances land use and transportation choices so as to improve the safety and efficiency for all modes of transportation.
- Comply with recently adopted Metro Title 6 requirements and the updated OAR 660-012-0060 MMA definition to enable eligibility for regional investment and up-zoning.
- Identify strategic solutions to existing highway capacity issues.

- Be informed by and help inform the Southwest Corridor Plan. The outcomes of that planning effort and the vision and outcome of this planning effort will likely improve the transportation system and complement the development patterns in the town center.

All the Project objectives set forth in this Section G of the SOW are referred to as the “Project Objectives.”

H. Deliverables Overview

1. Written and Graphic Deliverables:

- Consultant and City shall jointly perform the technical work. City and WOCPM shall review Consultant Deliverables. Unless stated otherwise in tasks description, Consultant shall send draft memos and Project deliverables electronically to the City Project Manager (“City PM”) and WOCPM for review (and revision if needed) one week prior to distribution for meetings (generally two weeks prior to the actual meeting). A shorter or longer review period may be mutually agreed on for specific situations. The City PM is responsible for providing Consultant with a single set of internally consistent, City staff comments. References to “Key City Staff” means up to three staff. For any additional staff reviews the City PM must obtain and incorporate City staff comments into City’s review. City shall resolve conflicting issues and Consultant shall use professional judgment to incorporate input received through City, Technical Advisory Committee (“TAC”), Stakeholder Advisory Committee (“SAC”), and public review process.
- Document identification: Graphic deliverables must be documented with Project name, a title that best represents the WOC deliverable (not necessarily the WOC deliverable title), draft number, a legend, the task reference number and the date of preparation as appropriate to the graphic. Graphics that are maps must have a legible, graphic (bar) scale. File types and formats may vary from the above upon approval of the WOCPM. Consultant names shall not be placed on deliverables, with the exception of the acknowledgement page in the final Plan documents.
- Consultant-generated draft and final materials, including presentation materials, memorandums, and graphics, must be substantially complete, professionally written and fully proofed by Consultant prior to distribution. All Consultant-generated material is to be reviewed by City PM and WOCPM prior to release. The City PM and WOCPM’s review is not to proof material but to review for inclusion or exclusion of substantive content.
- The City shall produce materials for meetings including memoranda, reports, handouts and graphics 11x17 in size or smaller. The Consultant shall produce necessary graphics that are larger than 11x17. All materials provided for meetings or public outreach must be available electronically in a format that is easily uploaded to the City Project Web Site.
- Format of draft text and graphics for review: During the Project, for most draft products the Consultant shall provide electronic copies of draft text deliverables (for example, memoranda, reports, agendas) to City PM and WOCPM in an editable file format that is compatible with Microsoft Word 2002. However, graphically intensive presentation materials or reports (such as the Market Analysis, Land Use and Transportation Analysis and Town Center Plan) may be produced using Adobe Creative Suite and provided in .pdf format. If desired, Consultant can provide text from these reports in a Microsoft Word or compatible document. Depending on the specific type of graphic, Consultant shall provide electronic copies of draft graphics in a .pdf

format. (The objective is that deliverables are in versions that allow tracking changes and amendments to the documents.)

- Format of Project Schedule: Consultant shall provide the Project Schedule to the City PM and WOCPM in MS Project or similar program which the City or WOCPM can manipulate for internal use.
- Format of final deliverables (text and graphics): Consultant shall provide electronic copies of final text deliverables (such as final memoranda) to City PM and WOCPM in an editable file format that is compatible with Microsoft Word 2002. As noted above, graphically intensive documents may be produced using Adobe Creative Suite and provided in PDF format. If desired, Consultant can provide text from these reports in a Microsoft Word or compatible document. The final Town Center Plan, which incorporates the results of all task deliverables, will be produced in a program such as InDesign and saved as a .pdf. Consultant shall provide to City PM and WOCPM the source files for future use. Consultant shall provide to City PM and WOCPM electronic copies of final graphics in Adobe Illustrator, Adobe Photoshop, JPEG or ArcView compatible format as agreed upon. Data used for the final version of all maps must be provided in a standard ESRI file format in NAD_1983_HARN_StatePlane_Oregon_North_FIPS_3601_Feet_Intl.
- Adoption ready: Consultant shall prepare final plans and amendments to plans as final policy statements of the local government and shall not include language such as “it is recommended” or “City should.” New and amended code language must be prepared as final regulatory statements of City. Final plans and plan amendments must include all necessary amendments to existing City plans to avoid conflicts and enable full integration of proposed Plan with existing City documents.
- The following text must appear in final work products produced in this Project:

This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

2. Project Management Related Deliverables Overview:

City shall form the Project Management Team (“PMT”) to provide Project direction and oversight, assess progress and ensure Project success. PMT members are expected to gain consensus on issues prior to material being distributed to other committees. To achieve this, PMT Members will exchange written comments to the City PM in advance of distribution to other committees. Conflicting areas of discussion or topics needing additional consensus must be resolved by the City PM in consultation with WOCPM.

The PMT is expected to collaborate and coordinate with agencies conducting concurrent public activities. Projects concurrent to the Sherwood Town Center Plan include: Southwest Corridor Plan, Southwest Corridor Refinement Plan, and Southwest Corridor Transit Alternatives Analysis, Linking

Tualatin Plan, and Tigard High Capacity Transit Plan. PMT is expected to conduct Project public meetings in coordination with public meetings relating to the various projects listed above, when feasible.

The PMT meetings are in-person meetings unless PMT members agree to teleconference. The choice for meeting location is Consultant office, ODOT office, or City office and is anticipated to be based on efficiency for participants.

I. Joint Responsibilities

City, WOCPM and Consultant shall work together to provide sufficient oversight to ensure the Project is well managed, to ensure the outcomes are consistent with City, regional and state policies, and to effectively manage diverse community points of view in order to achieve a sound base for smart growth, urban development and public improvements.

J. City Responsibilities

1. The City, jointly with WOCPM, shall manage the Project and oversee execution of tasks and deliverables as described in this SOW. This includes review and approval of all Consultant products.
2. Focus on outcomes that are consistent with Metro Functional Plan and Title 6 requirements
3. Brief the City Planning Commission and City Council as needed to ensure productive, future Project meetings.
4. Coordinate with public agencies and affected service districts throughout the Project process to ensure that Project direction is consistent with policies and plans.
5. Coordinate and lead the public involvement program for the Project (the “Public Involvement Program”) throughout the process to ensure the effort is consistent with community objectives.
6. Coordinate City staff.
7. Notify the WOCPM of potential scope, schedule, budget or Project issues.

K. Consultant Responsibilities

1. Provide technical guidance to the City, PMT, and committee members.
2. Focus on outcomes that are consistent with Metro Functional Plan and Title 6 requirements and products that are able to be implemented.
3. Communicate regularly with the City and WOCPM.
4. Respond to City and WOCPM inquiries.
5. Notify the City PM and WOCPM of potential scope, schedule, or Project issues.
6. Notify the WOCPM and City PM of any potential delays in deliverables.

L. Meeting Related Deliverables:

Unless otherwise noted, City shall arrange all meetings (except PMT meetings) including time, locations, preparation of agenda, distribution of materials, and required legal notices. City shall maintain Project information on the City-sponsored Project Web Site. City shall distribute Consultant-generated materials to committee members. Draft meeting agendas and summary notes are subject to review by Consultant and WOCPM prior to public release. The WOCPM shall be invited to all Project meetings.

M. Public Involvement Related Deliverables:

City shall provide overall coordination and management of the Public Involvement Program including meetings with the SAC, TAC, general public and Planning Commission and City Council work sessions. This includes meeting logistics, preparation of agendas and meeting minutes.

Outreach efforts must follow State and City public involvement policies. This includes making special efforts to engage minority, low-income, women, and disabled and senior populations. This could mean providing things like child-care at key meetings.

Public involvement will be key to the Project's success. Public involvement will occur through the SAC, on-going coordination with the Project Area standing citizen groups, and Planning Commission which will serve as the Steering Committee.

Public involvement must allow residents and business owners of the Project Area opportunities to provide input into the Project planning process. City shall consider environmental justice issues, which includes the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. To reflect environmental justice considerations, an effort to involve minority populations, women, older adults, people with disabilities and people with low-income shall be made. "Fair treatment" means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. "Meaningful involvement" means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

In addition to public meetings, City may present Project updates to other groups interested in civic affairs in an effort to raise awareness of the planning process. Examples of these groups may include Rotary, Lions, chamber of commerce, local bodies representing low-income or disadvantaged groups, or other groups that may be interested in the Project planning process. City shall provide meeting notice and logistics including Project information materials to the local media.

N. Expectations about Traffic Analyses:

All data and calculations must be submitted to the City PM and WOCPM for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in ODOT and City compatible formats.

1. All traffic analysis work must comply with the following requirements:
 - An Oregon-registered professional engineer (Civil or Traffic) must perform or oversee all traffic analysis work.

- Traffic analysis must be consistent with ODOT's Transportation Planning Analysis Unit's analysis procedures available on the Internet at:
<http://www.oregon.gov/ODOT/TD/TP/APM.shtml>

2. Traffic Sensitivity Analysis of Land Use and Transportation Alternatives

- Consultant shall use the Metro 2035 Financially Constrained with Beta Forecast (2010 and 2035 land use allocations) travel demand model for the "base case" traffic demand model. Programmed public improvements and in-process and proposed private development must be included in the model. Consultant may refine the Metro travel demand model Transportation Analysis Zone ("TAZ") system and network for traffic assignments within the Project Area. TAZ disaggregation will maintain control totals with Metro TAZ data unless otherwise approved by the PMT and Metro. Consultant may utilize a mesoscopic or Dynamic Traffic Assignment windowed-area technique to further refine traffic assignments for the Project Area.
- Consultant must use the 2035 Financially Constrained with Beta Forecast model (including possible refinements) for testing land use zoning alternatives and determining traffic demand with each land use alternative.
- Consultant shall compare and evaluate relative traffic impacts of each alternative to recommend a preferred land use and transportation alternative to advance to more in-depth analysis.

3. Transportation and Zoning Impact Analysis of Existing and Preferred Land Use

- Consultant shall compile current 3-year crash data for the study intersections and identify top 10% Safety Priority Index System sites in the Project Area.
- ODOT will provide traffic count data to the Consultant. Consultant will work with ODOT and City staff to determine the time period for collecting the system PM peak 2-hour traffic volumes. Consultant shall adjust the traffic volumes to reflect 30th highest annual hour of traffic volumes as necessary.
- Consultant shall analyze Existing (2012) and Future Year (2035).
- Consultant shall post-process travel forecast in accordance with National Cooperative Highway Research Program Report 255 guidelines and develop future year PM balanced traffic volumes.
- Consultant shall prepare a 1-hour peak period analysis at study intersections. The mobility standard for the peak hour will be coordinated with Agency staff to determine if the 1.1 highest hour or 0.99 second hour standard will be applied.
- Intersection performance must be determined using the Highway Capacity Manual 2000 published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual 2010 procedures. Synchro / SimTraffic (Version 8) must be used for signal controlled intersections in key urban corridors. The City Engineer may approve a different intersection analysis method prior to use when the different method can be justified for City intersections.
- For all study intersections, traffic operational results including volume-to-capacity ratio, level-of-service, queue length (99W intersections only), and other parameters pertinent to overall intersection function must be presented. Coordination and collaboration with ODOT, Washington County (the "County") and City technical staff shall be required.
- Future Year Preferred Land Use Alternative must be consistent with the City, County and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.

- Consultant shall use the existing traffic signal timing for ODOT intersections in the Existing, Future Year Base and Future Year Preferred Land Use analysis, unless otherwise approved by Agency staff.
- To derive the trip generation, a reasonable land use scenario must be used for the existing and proposed zoning impact analyses. The land use assumptions must be documented and based on existing or proposed City code (versus land uses based on the market) using factors such as floor area ratios, parking, building height, type of use, and building-to-land ratio in determining the land use scenario.

4. The data must be gathered and the analysis conducted in such a way that the transportation related work can be folded into the future update of the City's Transportation System Plan ("TSP"), which was adopted in 2005. This includes consistency with the adopted provisions of the 2035 RTP.

O. Work Tasks

TASK 1 - Project Kick-off

Objectives

- Establish Draft Goals, Objectives and Evaluation Criteria for the Project
- Encourage public participation in the Project through the Public Involvement Program
- Provide meaningful public participation opportunities to ensure development of recommendations that are endorsed by the community.

Subtasks

1.1 **Project Web Site** – The City shall develop, maintain and host a web site for the Project (the "Project Web Site") using Basecamp or similar web-based tools, which must include an overview of the Project, a schedule showing major Project tasks, tentative dates for public meetings and related deliverables, a list of Project deliverables, and information clearly identifying the Project Web Site as a web site developed, owned, operated and controlled by the City (and not by ODOT). The City and the ODOT WPM shall approve all material posted to the Project Web Site, prior to posting. If, for any reason, material is posted to the Project Web Site that has not been approved by the ODOT PM, the City shall immediately remove the material from the Project Web Site at the Agency's request.

The Project Web Site must be used by the Consultant to post Project notices, schedules, and deliverables, as deemed appropriate by the PMT.

1.2 **Committee Rosters** – The City shall establish PMT, SAC and TAC committees and prepare rosters with key City staff and committee member contact information.

- The PMT must consist of, at a minimum, the City PM, WOCPM, and Consultant.
- TAC must consist of the City and representatives from affected agencies, including but not limited to ODOT, Department of Land Conservation and Development, Tri-Met, Metro and neighboring jurisdictions. City shall consult with PMT as to the appropriate representatives. TAC's role is to provide technical review, ensure coordination among agencies and other

planning efforts in the Project Area, and ensure compliance with state and regional plans and policies.

- SAC shall be formed with representatives to be invited from the stakeholders and other community members. The City shall form the committee and prepare Roster. Total membership must not exceed 15 members and must include a cross sample of stakeholders including property owners, business owners and community organizations.

- 1.3 **Project Schedule** - Consultant shall prepare a draft and final Project schedule (the “Project Schedule”) reflecting all meeting dates (SAC, TAC, PMT) and meeting purpose. The Project Schedule must be at a level of detail to show the PMT, TAC and SAC reviews of major products, the public review process and the adoption process. The schedule must be provided in electronic format so the City and WOCPM can utilize it for scheduling in-house work. Consultant shall prepare final version after PMT Meeting #1.
- 1.4 **Draft Goals, Objectives, and Evaluation Criteria** - Consultant shall prepare draft Project goals, objectives, and evaluation criteria (the “Draft Goals, Objectives and Evaluation Criteria”), building on and clarifying the Project Objectives and establishing Evaluation Criteria for further refinement in subsequent tasks. Draft Goals, Objectives, and Evaluation Criteria shall address the Center criteria within the UGMFP as well as the MMA definition within the updated OAR 660-012-0060.
- 1.5 **Public Involvement Plan** – City shall develop the draft and final public involvement plan (the “Public Involvement Plan”) based on this SOW, the Project Objectives, and the draft Project Schedule. City shall prepare a final version of the Public Involvement Plan after PMT Meeting #1.
- 1.6 **PMT Meeting # 1** - Consultant shall arrange, attend, participate in as needed and facilitate PMT Meeting #1. Consultant shall distribute agenda and meeting materials as needed, at least one week prior to the PMT Meeting #1. Discussion topics must include:
 - Establishing Project Area boundaries
 - Draft Public Involvement Plan
 - Draft Project Schedule
 - PMT roles and responsibilities
 - Stakeholder interview coordination and
 - Draft Goals, Objectives, and Evaluation Criteria.
- 1.7 **Land Use and Transportation Base Maps** - Consultant shall prepare maps of the Project Area in ArcGIS compatible format.
 - a. The Consultant shall prepare a land use base map (the “Land Use Base Map”), which must depict property lines, existing zoning and land uses, and building footprints. The Land Use Base Map must be prepared using existing data sources including Metro’s Regional Land Information System and the City’s geographic information system.
 - b. The Consultant shall prepare a transportation base map (the “Transportation Base Map”) which must, at a minimum, depict roadway functional classification, transit routes and stop

locations, and bike and pedestrian facilities. The Transportation Base Map must be prepared using existing data sources and scaleable to the Land Use Base Map.

- 1.8 **Stakeholder Interviews** – City shall arrange and City and Consultant shall conduct three to five, one-hour interviews with groups of key stakeholders to discuss potential development opportunities. To the extent possible, these meetings will be held over the course of one or two days. City shall determine the list of stakeholders to be interviewed with Consultant input before finalizing list. An effort will be made to conduct interviews with groups of three to five people at a time in order to maximize input and to generate discussion. One stakeholder interview may be substituted for direct outreach to landowners. City shall undertake any necessary additional outreach to landowners outside the stakeholder interviews.

Consultant shall develop a draft and final interview outline with questions for WOCPM and City review and comment prior to interviews. City shall provide draft and final meeting summary notes for each interview session. Consultant shall review the draft meeting summary notes before becoming final.

- 1.9 **Joint TAC Meeting #1 and SAC Meeting #1** – City shall arrange and conduct a kick-off Joint TAC Meeting #1 and SAC Meeting #1; Consultant shall prepare written and electronic materials needed for the meeting. The purpose of the TAC and SAC kick off meeting is to introduce the Project and committee roles and responsibilities. City shall present the Public Involvement Plan and Consultant shall present the Project Schedule and the Draft Goals, Objectives and Evaluation Criteria. City shall submit meeting summary to PMT for review and comment before providing to the TAC and SAC.
- 1.10 **Steering Committee Meeting #1** - City shall provide update to the Planning Commission, acting as the Steering Committee, and gather comments and input for final refinement of the Draft Goals, Objectives and Evaluation Criteria. City shall prepare meeting summary.
- 1.11 **Final Goals, Objectives, and Evaluation Criteria** - Consultant shall prepare final Project goals, objectives and evaluation criteria (the “Final Goals, Objectives, and Evaluation Criteria”) incorporating TAC, SAC, and Steering Committee input.

City Deliverables

- 1A Project Web Site
- 1B Committee Rosters
- 1C Comments on Project Schedule
- 1D Comments on Draft Goals, Objectives, and Evaluation Criteria
- 1E Public Involvement Plan
- 1F PMT Meeting #1
- 1G Stakeholder Interviews
- 1H Joint TAC Meeting #1 and SAC Meeting #1
- 1I Steering Committee Meeting #1

Consultant Deliverables

- 1A Comments on Project Web Site
- 1B Project Schedule
- 1C Draft Goals, Objectives, and Evaluation Criteria
- 1D Comments on Public Involvement Plan
- 1E PMT Meeting #1
- 1F Land Use and Transportation Base Maps
- 1G Stakeholder Interviews
- 1H Joint TAC Meeting #1 and SAC Meeting #1
- 1I Final Goals, Objectives, and Evaluation Criteria

Task 2 – Existing Conditions and Market Analysis

Objectives

- Review public policies, plans, regulatory requirements, previous studies and data that pertain to the Project Area, to document relevant issues.
- Analyze local economic conditions and identify best practices that encourage redevelopment and vitality within Project Area.
- Identify needs in Project Area to address existing or forecast problems such as safety, traffic congestion, infrastructure deficiencies, and underutilized land.
- Identify opportunities to promote redevelopment that promotes the use of transit and other alternative travel modes, including pedestrian and bike connectivity to land uses and transit.
- Identify constraints to redevelopment and transportation improvements, and where possible, potential strategies to overcome constraints.

Subtasks

- 2.1 **Regulatory and Policy Framework Technical Memorandum** - Consultant shall prepare a draft and final Regulatory and Policy Framework Technical Memorandum to identify the State of Oregon, regional and local policies and regulations affecting land development and transportation within Project Area. The Regulatory and Policy Framework Technical Memorandum must list a matrix of the state, regional, and county codes, regulations and policies relevant to planning, rezoning, and redevelopment with summaries of the key provisions. The policy review must include:
 - a. Related RTP and UGMFP; updated OAR 660-012-0060; OAR 734.051; and the Oregon Highway Plan policies;
 - b. Applicable City zoning provisions noting those that implement the Metro 2040 Functional Plan requirements (e.g., Transit Oriented Design) and OAR 660-012-0060 MMA definition;
 - c. Applicable sections of the City of Sherwood Comprehensive Plan including the 2005 TSP (applicable policies and adopted cross-sections must be included) and other applicable adopted City or County plans;
 - d. Applicable sections of the Washington County TSP and Intelligent Transportation System Master Plan; and
 - e. Economic Opportunities Analysis.

City shall provide the Consultant and WOCPM computer links or electronic copies of the plans listed above if available.

Consultant shall prepare a final version of Policy Framework Technical Memorandum, incorporating TAC, SAC, and PMT input after SAC Meeting #2

- 2.2 **Market Analysis** – Consultant shall prepare a draft and final memo identifying the existing market conditions and projected future market demands within the Project Area (the “Market Analysis”). The purpose of the Market Analysis is to establish parameters around the type of development or redevelopment that may be feasible in order to arrive at levels of land use densities the market could support. The Market Analysis must include a discussion of how the Town Center fits into the regional context and overall development trends. The Market Analysis must include identification of improvement to land value ratios for all properties in the Project Area, a brief demographic analysis of City area market trends including but not limited to land cost, lease rates and sales prices, population, employment and household trends, and discuss how this information impacts redevelopment potential in the Project Area. Based on Consultant’s professional opinion and considering market demand, the Market Analysis must indicate whether and where redevelopment may occur, including the type and magnitude of development and potential barriers to development based on available funding. The Market Analysis must provide a range of densities, mix of uses, and intensities that in the Consultant’s professional opinion will be economically viable, assuming no limiting factors other than economics.

Consultant shall prepare a final version of the Market Analysis, incorporating TAC, SAC, and PMT input after SAC Meeting #2.

- 2.3 **PMT Meeting #2** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #2. Consultant shall distribute agenda and meeting material at least one week prior to the meeting. The purpose of this meeting is to discuss Regulatory and Policy Framework Technical Memorandum, Market Analysis and prepare for Existing Conditions Traffic Analysis, Future Baseline Traffic Analysis, and Existing Conditions Report.

- 2.4 **Existing Conditions Traffic Analysis** – Consultant shall prepare a draft and final assessment of existing transportation conditions within the Project Area (the “Existing Conditions Traffic Analysis”). ODOT shall provide existing traffic counts (2 hour) for intersections along 99W (up to 5 locations) and shall obtain weekday P.M. peak period (2 hour) traffic counts at up to an additional 10 study intersections within the Project Area as determined by the City and Consultant at PMT Meeting #2. Consultant shall evaluate count data and analyze 15 study intersections, to compare the performance of the Project Area roadway system to the Regional Transportation Functional Plan table 3.08-2, ODOT, City and County operational standards for the weekday p.m. peak hour.

Consultant shall review pedestrian facilities and volumes (collected as part of the P.M. peak hour traffic counts) to determine existing system gaps, key pedestrian volume locations, and assess the quality of pedestrian facilities. Consultant shall review bicycle facilities and volumes to

determine existing system gaps and key bicycle routes. Consultant shall provide an overview of transit service within the Project Area.

Consultant shall analyze the last three years of crash data for roadways within the Preliminary Project Area. Top 10% ODOT Safety Priority Index System sites must be identified. The crash analysis at the Top 10% Safety Priority Index System locations must identify crash rates, compare with average published rates for similar facilities, identify any crash patterns, and suggest potential countermeasures based on crash patterns.

- 2.5 **Future Baseline Traffic Analysis** – Consultant shall prepare a draft and final future baseline traffic analysis (the “Future Baseline Traffic Analysis”), an analysis of year 2035 conditions in the Project Area. The Future Baseline Traffic Analysis must identify future traffic deficiencies under the existing zoning and must be developed in consultation with ODOT and the County and include the proposed methodology and documentation of relevant traffic information. Consultant shall identify future roadway volume-to-capacity operating standards deficiencies for the Project Area intersections. The Consultant shall compare the performance of the roadway system and the intersections to the Regional Transportation Functional Plan table 3.08-2, ODOT, City and County operational standards for the weekday p.m. peak hour. For each deficiency, Consultant shall clearly describe the deficiency. ODOT, City traffic engineer and Consultant shall meet (teleconference acceptable) to confirm the methodology and traffic study parameters prior to starting traffic analysis work.

Consultant shall prepare a final version of Future Baseline Traffic Analysis, incorporating TAC, SAC, and PMT input after SAC Meeting #2.

- 2.6 **Existing Conditions Report** - Consultant shall prepare a draft and final existing conditions report (the “Existing Conditions Report”) that must:

1. At a minimum include the following technical data: transportation system, storm water, sanitary sewer, water, and environmental.
2. Evaluate existing code standards with focus on potential regulatory barriers to mixed use pedestrian friendly and transit supportive development. Include design standards, building code, and parking requirements analysis to inform the practical upper limit of built densities under current regulations.
3. Address land use types, densities and intensities, safety, and transportation facilities, based on existing available data, including transit stops and pedestrian accessibility within the Project Area.
4. Address the relative potential of various areas or sub-districts to develop into the desired Town Center. The analysis of existing land use from an urban design perspective must entail inventorying nodes, gateways, edges, paths, landmarks as well as assessing existing building stock, public space, and the relative capability of certain areas to redevelop or be rehabilitated based on available data and mapping and a site tour of the Project Area.
5. Identify opportunities and constraints, including general constraints on public infrastructure financing, to determine factors that present opportunities and constraints to land use,

transportation and community goals and objectives in the Project Area. Existing Conditions Report must include an “Opportunities and Constraints Map” keyed to a corresponding table.

Consultant shall prepare a final version of Existing Conditions Report, incorporating TAC, SAC, and PMT input after SAC Meeting #2.

- 2.7 **PMT Meeting # 3** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #3. Consultant shall distribute agenda and meeting material at least one week prior to PMT Meeting #3. The purpose of PMT Meeting #3 is to review Existing Conditions Report, Existing Conditions Traffic Analysis, Future Baseline Traffic Analysis and prepare for TAC Meeting #2 and SAC Meeting #2.
- 2.8 **TAC Meeting #2** - City shall arrange and conduct TAC Meeting #2. Consultant shall present the Regulatory and Policy Framework Technical Memorandum, Existing Conditions Report, Market Analysis, Existing Conditions Traffic Analysis, and Future Baseline Traffic Analysis. City shall prepare meeting summary.
- 2.9 **SAC Meeting #2** - City shall arrange and conduct SAC Meeting #2. Consultant shall present the Regulatory and Policy Framework Technical Memorandum, Existing Conditions Report, Market Analysis, Existing Conditions Traffic Analysis and Future Baseline Traffic Analysis. City shall prepare meeting summary.
- 2.10 **PMT Meeting #4** – Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #4 to prepare for Open House #1. Consultant shall present draft presentation materials as needed for review by the WOCPM and the City. Consultant shall distribute agenda and meeting material at least one week prior to PMT Meeting #4.
- 2.11 **Open House #1** – City shall arrange and Consultant and City shall conduct Open House #1 to develop the concepts for consideration in Task 4 towards defining the Town Center boundary. Open House #1 must include discussion of Final Goals, Objectives, and Evaluation Criteria, the products from tasks 2.1-2.6 and must result in at least two and no more than four concepts for further development and evaluation. City shall invite PMT, TAC, SAC, and interested community members. City shall prepare meeting summary.

City Deliverables:

- 2A Comments on Regulatory and Policy Framework Technical Memorandum
- 2B Comments on Market Analysis
- 2C PMT Meeting #2
- 2D Comments on Existing Conditions Traffic Analysis
- 2E Comments on Future Baseline Traffic Analysis
- 2F Comments on Existing Conditions Report
- 2G PMT Meeting #3
- 2H TAC Meeting #2
- 2I SAC Meeting #2
- 2J PMT Meeting #4

2K Open House #1

Consultant Deliverables:

2A Regulatory and Policy Framework Technical Memorandum
2B Market Analysis
2C PMT Meeting #2
2D Existing Conditions Traffic Analysis
2E Future Baseline Traffic Analysis
2F Existing Conditions Report
2G PMT Meeting #3
2H TAC Meeting #2
2I SAC Meeting #2
2J PMT Meeting #4
2K Open House #1

Task 3: Develop and Evaluate Concept Plan Alternatives

Objective

- Develop a range of land use alternatives considering local objectives, Project Objectives and other Project needs, opportunities and constraints.
- Select recommended alternative and Town Center boundary

Subtasks

3.1 **Land Use and Transportation Alternatives** - Consultant shall develop at least two and no more than four draft and final land use and transportation alternatives (the “Land Use and Transportation Alternatives”) based on input from Open House #1 and addressing needs, opportunities, constraints and Final Goals, Objectives, and Evaluation Criteria. The Land Use and Transportation Alternatives must include scenarios that will achieve the City’s strategic goals, address Metro Town Center criteria, and address the OAR 660-012-0060 MMA definition. The Land Use and Transportation Alternatives must represent a range of potential land use densities and mix of uses. Conceptual alternatives must be developed in consultation with the PMT. Land Use and Transportation Alternatives must:

- Land use elements must be depicted in plan view with accompanying text and graphics (e.g. axonometric, elevation or perspective drawings) and descriptions sufficient, to inform public discussion and evaluation of alternatives. In order to be consistent with regional analyses, the Consultant shall use outputs from Metro-maintained data sets (i.e. housing, population, employment, etc.) which can be obtained from Metro's Data Resource Center. Consultant shall work with Metro to explore using the Context Tool to analyze land use and transportation alternatives.
- Transportation elements must include bike, pedestrian and local street connections that are sufficient to comply with updated TPR and UGMFP requirements and show which existing streets will be extended and connected to planned streets and show new off-street

connections. Transportation alternatives must be developed that address overall needs for vehicle, bicycle, pedestrian, and transit modes.

- Consultant shall perform a qualitative assessment of the alternatives to evaluate their suitability to support high capacity transit and future station locations. Consultant shall assess potential station locations based on factors consistent with regional goals and objectives for station locations, such as land use mix and densities, multi-modal access, and circulation patterns.

Consultant shall prepare final version of Land Use and Transportation Alternatives incorporating TAC, SAC, and PMT input after TAC Meeting #3.

- 3.2 **Traffic Sensitivity Analysis Report** – Consultant shall prepare a draft and final traffic sensitivity analysis report (the “Traffic Sensitivity Analysis Report”) to assess the benefits and consequences of each alternative on the transportation system. This assessment must focus on comparing traffic volume, traffic patterns, and trip distribution between the alternatives. One alternative must reflect the City’s existing 99W trip cap. The Traffic Sensitivity Analysis Report must show trip distribution and compare with the Future Baseline to measure the significance of impact. The Traffic Sensitivity Analysis Report must describe methodology and document findings of the analysis for all Land Use and Transportation Alternatives. Consultant shall prepare a final version of Traffic Sensitivity Analysis Report, incorporating TAC, SAC, and PMT input after TAC Meeting #3.
- 3.3 **PMT Meeting #5** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #5 to review draft Land Use and Transportation Alternatives and Traffic Sensitivity Analysis Report and prepare for SAC Meeting #3, TAC Meeting #3, and Open House #2. Consultant shall distribute agenda and meeting material at least one week prior to PMT Meeting #5; City shall prepare meeting summary.
- 3.4 **SAC Meeting #3** - City shall arrange and conduct CAC Meeting #3; Consultant shall present draft Land Use and Transportation Alternatives and Traffic Sensitivity Analysis Report. City shall prepare meeting summary.
- 3.5 **TAC Meeting #3** – City shall arrange and conduct TAC Meeting #3; Consultant shall present draft Land Use and Transportation Alternatives and Traffic Sensitivity Analysis Report. City shall prepare meeting summary.
- 3.6 **Alternatives Evaluation Report** - Consultant shall prepare a draft and final alternatives evaluation report (the “Alternatives Evaluation Report”) that considers the following:
 - a. Land Use and Transportation Alternatives in terms of the Goals, Objectives, and Evaluation Criteria as defined in Task 1.
 - b. Land Use and Transportation Alternatives in terms of the needs, opportunities, constraints as defined in Task 2..

- c. Land Use and Transportation Alternatives against City and Metro objectives and updated TPR MMA criteria and definitions
- d. A range of potential land use densities and mix of uses for the Land Use and Transportation Alternatives
- e. Results and findings of Traffic Sensitivity Analysis Report.

The Alternatives Evaluation Report must identify and discuss outstanding issues or concerns, if any, with each alternative (e.g. conflicts that may need to be addressed during the subsequent refinement task). Graphic tools to help visualize the alternatives are expected. Cost estimates to implement the alternatives must be developed at the planning level. Consultant shall prepare a final Alternatives Evaluation Report incorporating Open House, TAC, SAC, and PMT input after Steering Committee Meeting #2.

- 3.7 **Open House #2** – City shall arrange and conduct Open House #2; Consultant shall present draft Land Use and Transportation Alternatives and Alternatives Evaluation Report in order to get public input on a recommended alternative. Consultant shall prepare graphic materials sufficient to convey to the general public work completed in Task 3. City shall provide advertisement and copies of materials that are 11x17 or smaller. City shall prepare meeting summary.
- 3.8 **SAC Meeting #4** - City shall arrange and facilitate SAC Meeting #4. Consultant shall prepare meeting materials and attend SAC Meeting#4. The SAC shall review draft Alternatives Evaluation Report, review Open House #2 feedback and provide comments and recommendations on final Town Center Boundary and recommended alternative. City shall prepare meeting summary.
- 3.9 **TAC Meeting #4** – City shall arrange and facilitate TAC Meeting #4. Consultant shall prepare meeting materials as needed, and attend TAC Meeting #4. The TAC shall review draft Alternatives Evaluation Report, review Open House #2 feedback and provide comments and recommendations on final Town Center Boundary and recommended alternative. City shall prepare meeting summary.
- 3.10 **Steering Committee Meeting #2** - City shall arrange and conduct Steering Committee Meeting #2 to present Traffic Sensitivity Analysis Report, Alternatives Evaluation Report, and feedback received at the Open House and get direction on the final Town Center boundary location and recommended alternative. The Steering Committee will be asked to provide direction on recommended alternative for further evaluation. City shall prepare meeting summary.

City Deliverables:

- 3A Comments on Land Use and Transportation Alternatives
- 3B Comments on Traffic Sensitivity Analysis Report
- 3C PMT Meeting #5
- 3D SAC Meeting #3
- 3E TAC Meeting #3
- 3F Comments on Alternatives Evaluation Report
- 3G Open House #2

- 3H SAC Meeting #4
- 3I TAC Meeting #4
- 3J Steering Committee Meeting #2

Consultant Deliverables:

- 3A Land Use and Transportation Alternatives
- 3B Traffic Sensitivity Analysis Report
- 3C PMT Meeting #5
- 3D SAC Meeting #3
- 3E TAC Meeting #3
- 3F Alternatives Evaluation Report
- 3G Open House #2
- 3H SAC Meeting #4
- 3I TAC Meeting #4

Task 4: Finalize Town Center Plan

Objectives

- Refine the recommended alternative
- Address Metro's 2040 plan objectives through map and text amendments to the Comprehensive Plan and zoning code where appropriate
- Synthesize data and analyses with public and agency input into coordinated, comprehensive implementation recommendations for land use, urban design, transportation, economic development, and implementation strategies.

Subtasks

- 4.1 **Traffic Analysis (Contingent Task)** – Upon written authorization of the WOCPM, Consultant shall prepare a traffic analysis to assess traffic operations within the Project Area (the 15 study intersections from Task 2.4) (the "Traffic Analysis") for the recommended land use and transportation alternative from Task 4 for the purposes of satisfying TPR requirements. The peak hour operational results of the Traffic Analysis at the study intersections must be compared to performance standards in the 2005 TSP, County TSP, and Metro RTP. For all intersections where the analysis shows a significant traffic impact per the TPR, Consultant shall develop and analyze mitigation measures. Consultant shall evaluate the consistency of mitigation measures with Metro's transportation functional plan, to help demonstrate the recommended alternative's compliance with the TPR.
- 4.2 **Implementation Report** - Consultant shall prepare a draft and final implementation report (the "Implementation Report") consisting of:
 - Refinements to Alternatives Evaluation Report, considering public and technical input from previous task.
 - Recommendations on funding sources for recommended public infrastructure improvements. Where costs cannot be feasibly covered by private development, the Implementation Report must describe alternative revenue sources and public policy tools to meet the shortfall.
 - An implementation strategy that describes implementation actions.

- In the case of transportation projects, the implementation strategy must list general cost estimates and construction priority for inclusion in the 2005 TSP (or as updated).
- The strategy must include recommendations for policy and ordinance amendments, consistent with the Draft Goals, Objectives, and Evaluation Criteria in Task 1 and supported by subsequent analysis and PMT, TAC, and SAC input.

Consultant shall prepare a final Implementation Report, incorporating PMT, TAC, SAC, Steering Committee and City Council input after City Council Work Session in Task 5

- 4.3 **PMT Meeting #6** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #6 to review Traffic Analysis (Contingent Task), Implementation Report and discuss preparation of Draft Sherwood Town Center Plan. Consultant shall distribute agenda and meeting material at least one week prior to the meeting. City shall prepare meeting summary.
- 4.4 **Draft Sherwood Town Center Plan** - Consultant shall prepare a draft Sherwood Town Center Plan and Implementation Strategy (the “Draft Sherwood Town Center Plan and Implementation Strategy”) document and provide to the PMT, SAC and TAC for review. The Draft Sherwood Town Center Plan and Implementation Strategy must include:
- a. Executive Summary
 - b. Alternatives Evaluation Report
 - c. Traffic Analysis
 - d. Implementation Report
- 4.5 **SAC Meeting #5** - City shall arrange and conduct and Consultant shall prepare materials for SAC Meeting #5 to present Implementation Report and Draft Sherwood Town Center Plan and Implementation Strategy and get comments and recommendations. City shall prepare meeting summary.
- 4.6 **TAC Meeting #5** – City shall arrange and conduct and Consultant shall prepare materials for TAC Meeting #5 to present Implementation Report and Draft Sherwood Town Center Plan and Implementation Strategy and get comments and recommendations. City shall prepare meeting summary.
- 4.7 **Steering Committee Meeting #3** - City shall arrange and conduct Steering Committee Meeting #3 to present the Implementation Report and the Draft Sherwood Town Center Plan and Implementation Strategy, and obtain SAC and TAC feedback. City shall prepare meeting summary.
- 4.8 **Plan and Code Amendments** - City shall prepare amendments to the comprehensive plan, zoning map, overlay district, development standards, and other development regulations as necessary to implement the Draft Sherwood Town Center Plan and Implementation Strategy. Comprehensive plan amendments must include recommended changes to the 2005 TSP to add planned transportation projects and otherwise describe the recommended transportation network. Amendments must be appropriate to be included in the City’s comprehensive plan. Consultant shall review Plan and Code Amendments and provide written comments to City.

City Deliverables:

- 4A Comments on Traffic Analysis (Contingent Task)
- 4B Comments on Implementation Report
- 4C PMT Meeting #6
- 4D Comments on Draft Sherwood Town Center Plan and Implementation Strategy
- 4E SAC Meeting #5
- 4F TAC Meeting #5
- 4G Steering Committee Meeting #3
- 4H Plan and Code Amendments

Consultant Deliverables:

- 4A Contingent: Traffic Analysis
- 4B Implementation Report
- 4C PMT Meeting #6
- 4D Draft Sherwood Town Center Plan
- 4E SAC Meeting #5
- 4F TAC Meeting #5
- 4G Comments on Plan and Code Amendments

Task 5: Adoption

Objectives

- Adoption of necessary amendments to implement the Sherwood Town Center Plan

Subtasks

- 5.1 **City Council Work Session** - City shall arrange and conduct a City Council Work Session to present the Draft Sherwood Town Center Plan and Implementation Strategy. Consultant shall prepare and Consultant and City shall deliver a PowerPoint presentation at the work session that summarizes the planning process and plan recommendations. City shall lead a discussion to garner input from City Council. City shall invite members of the Planning Commission, SAC and TAC. City shall record comments and provide written summary.
- 5.2 **Final Sherwood Town Center Plan** - Consultant shall prepare a final Sherwood Town Center plan and implementation strategy (the “Final Sherwood Town Center Plan and Implementation Strategy”) to incorporate input from City Council Work Session and PMT. Consultant shall provide 3 hardcopies and 2 CD of Final Sherwood Town Center Plan and Implementation Strategy to both the City and WOCPM. Electronic versions must be provided in both .pdf and modifiable format.
- 5.3 **Adoption Hearings** – City shall prepare arrange and conduct Adoption Hearings including staff report and analysis. Consultant shall provide technical support.
- 5.4 **Final Revisions** – Consultant shall provide technical support, as needed, addressing City Planning Commission and City Council recommendations for final policy or code amendments necessary to implement the Sherwood Town Center Plan.

City Deliverables:

- 5A City Council Work Session
- 5B Comments on Final Sherwood Town Center Plan and Implementation Strategy
- 5C Adoption Hearings

Consultant Deliverables:

- 5A City Council Work Session
- 5B Final Sherwood Town Center Plan
- 5C Adoption Hearings
- 5D Final Revisions

CITY DELIVERABLES BUDGET

Task #	Fee
Task 1 – Project Kick-off	\$8,800
Task 2 – Existing Conditions and Market Analysis	\$5,300
Task 3 – Develop and Evaluate Concept Plan Alternatives	\$14,300
Task 4 – Finalize Town Center Plan	\$6,800
Task 5 – Adoption	\$6,700
Total	\$41,900
* Amounts include match	

Consultant Deliverable Table

Task	Description	Total Fixed Amount Per Deliverable	Schedule
1	Project Kick-off		
1A	Comments on Project Web Site	\$100	
1B	Project Schedule	\$400	
1C	Draft Goals, Objectives and Evaluation Criteria	\$2950	
1D	Comments on Public Involvement Plan	\$100	
1E	PMT Meeting #1	\$1,100	
1F	Land Use and Transportation Base Maps	\$1,800	
1G	Stakeholder Interviews	\$1,750	
1H	Joint TAC Meeting #1 and SAC Meeting #1	\$700	
1I	Final Goals, Objectives, and Evaluation Criteria	\$1,100	
	Task 1	\$10,000	July 2012

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Per Deliverable</i>	<i>Schedule</i>
2	Existing Conditions and Market Analysis		
2A	Regulatory and Policy Framework Technical Memorandum	\$3,350	
2B	Market Analysis	\$8,550	
2C	PMT Meeting #2	\$1,750	
2D	Existing Conditions Traffic Analysis	\$10,200	
2E	Future Baseline Traffic Analysis	\$10,050	
2F	Existing Conditions Report	\$8,650	
2G	PMT Meeting #3	\$1,600	
2H	TAC Meeting #2	\$2,000	
2I	SAC Meeting #2	\$1,900	
2J	PMT Meeting #4	\$1,600	
2K	Open House #1	\$3,900	
	Task 2	\$53,550	October 2012
3	Develop and Evaluate Concept Plan Alternatives		
3A	Land Use and Transportation Alternatives	\$14,600	
3B	Traffic Sensitivity Analysis Report	\$4,600	
3C	PMT Meeting #5	\$1,300	
3D	SAC Meeting #3	\$1,750	
3E	TAC Meeting #3	\$1,750	
3F	Alternatives Evaluation Report	\$7,850	
3G	Open House #2	\$4,000	
3H	SAC Meeting #4	\$1,750	
3I	TAC Meeting #4	\$1,750	
	Task 3	\$39,350	January 2013
4	Finalize Town Center Plan		
4A	(Contingent task) Traffic Analysis	\$10,550	
4B	Implementation Report	\$8,000	
4C	PMT Meeting #6	\$1,150	
4D	Draft Sherwood Town Center Plan	\$9,450	
4E	SAC Meeting #5	\$1,750	
4F	TAC Meeting #5	\$1,450	
4G	Comments on Plan and Code Amendments	\$3,850	
	Task 4	\$36,200	March 2013

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Per Deliverable</i>	<i>Schedule</i>
5	Adoption		
5A	City Council Work Session	\$1,100	
5B	Final Sherwood Town Center Plan	\$7,500	
5C	Adoption Hearings	\$200	
5D	Final Revisions	\$200	
	Task 5	\$9,000	April 2013
	Total Non-Contingency	137,550	
	Total Contingency	10,550	
	TOTAL	148,100	

P CONTINGENCY TASKS

Table 1 is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the Task section of this SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed (“NTP”) issued by WOCPM.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the NTE amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the WOC/Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

Table 1--CONTINGENCY TASK SUMMARY

Contingency Task Description	Method of Compensation	Total NTE Amount
4A Traffic Analysis	Lump Sum per Deliverable	\$10,550
Total For All Contingency Tasks:		\$10,550

Q Summary Report of Subcontractors Paid

Consultant shall submit (via fax, scanned and sent via e-mail, or hard copy delivery) a completed, signed "[Summary Report of Subcontractor's Paid](#)" 734-2722 (pdf) " form 734-2722 to WOCPM certifying that payment was made to all certified and non-certified subcontractors or suppliers (**required for all Projects that include subs, regardless of funding or whether or not a DBE goal or MWESB Aspirational Target is assigned**). The form is available from the Internet at: <http://www.odot.state.or.us/forms/odot/highway734/2722.pdf> or from the Office of Civil Rights at 503-986-4350. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of each month following date payment was made to a subcontractor or supplier. At the completion of the Project, Consultant shall submit a final Summary Report of Subcontractors Paid form (marked as "FINAL REPORT") indicating the total amounts paid to all subcontractors and suppliers. WOCPM will review the report, reconcile any discrepancies with Consultant, and forward to Region Civil Rights staff.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- | | |
|--|---|
| 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; | criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property; |
| 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a | |

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.**

EXHIBIT D	
ELIGIBLE PARTICIPATING COST	
DESCRIPTION	
PERSONNEL SERVICES	
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.	
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.	
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.	
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.	
SERVICES AND SUPPLIES	
In-State Travel - Per Rates Identified in State Travel Handbook	
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.	
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.	
Fares, Taxi, Bus, Air, Etc.	
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.	
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.	
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.	
Office Expense	
<i>Direct Project Expenses Including:</i>	
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.	
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.	
<i>Postage</i> - Payment for direct project postage.	
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.	
Telecommunications	
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.	
Publicity & Publication	
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.	
<i>Conferences</i> (costs to put on conference or seminars)	
Equipment \$250 - \$4,999	
NOT ELIGIBLE	
Employee Training, Excluding Travel	
NOT ELIGIBLE	
Training In-State Travel	
NOT ELIGIBLE	
CAPITOL OUTLAY	
NOT ELIGIBLE	

TO: Sherwood City Council

FROM: Craig Christensen PE, Engineering Associate II

Through: Bob Galati PE, City Engineer, Craig Sheldon, Public Works Director and Joseph Gall, City Manager

SUBJECT: Resolution 2013-038 authorizing the City Manager to execute a construction contract for the Villa Road Wall Repair Project

Issue:

Should the City Council authorize the City Manager to execute a construction contract with the lowest responsive bidder from a July 11, 2013 bid opening for the repair of a retaining wall and restoration of a water quality swale south of SW Villa Road and northwest of SW Wildlife Haven Court?

Background:

Parts of the retaining wall between SW Villa Road and SW Wildlife Haven Court have fallen into the adjacent creek tributary threatening the stability of the slope. The water quality swale above the retaining wall is currently not functioning and will contribute to the erosion of the slope and falling of wall blocks into the tributary. This project is a maintenance priority for the City to have completed before the upcoming rainy season. A sufficient amount of Storm Maintenance Fees were collected from monthly utility bills to construct the necessary repairs.

City staff determined that the most efficient design option and long term fix for the facility was to remove all of the retaining wall blocks, reconstruct the wall foundation and reinstall the retaining wall. Also, regrading and replanting of the water quality swale will be constructed. A high flow storm water bypass will be constructed to limit flows to the water quality swale above the wall.

The City solicited for competitive bids from contractors and opened bids on July 11, 2013 to determine the lowest responsive bid. The seven (7) day protest period will conclude after the City Council meeting at which time the City Manager can execute the construction contract if authorized by City Council. At the time of this report, preparation the lowest responsive bidder had not yet been determined. The name and bid from the lowest responsive bidder will be read aloud at the City Council meeting.

City staff expects the work to begin around the first week of August 2013 and be completed by the end of September 2013. Construction will be contained to city property and right-of-way. Construction will be completed in a manner to minimize disruption for access to neighboring properties. There will be short delays and limited access to driveways at times as needed for the contractor to complete the work. City staff has provided general notification to area residents. Door hangers will be placed a week in advance of the work.

Staff requests that Sherwood City Council pass a resolution authorizing the City Manager to execute a construction contract with the lowest responsive and responsible bidder in a not to exceed amount of \$200,000 including construction contingencies as assigned by the Public Works Director.

Financials:

The budgeted amount for the construction of the storm improvements is \$200,000 including construction contingencies assigned by the Public Works Director. Funding for the project will come from City of Sherwood Storm Maintenance Fund.

Recommendation:

Staff respectfully requests adoption of Resolution 2013-038 authorizing the City Manager to execute a construction contract for the Villa Road Wall Repair Project.



RESOLUTION 2013-038

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR
THE VILLA ROAD WALL REPAIR PROJECT**

WHEREAS, the City of Sherwood needs to repair an existing retaining wall and water quality swale; and

WHEREAS, the City has budgeted for the construction cost through City of Sherwood Storm Maintenance Funds; and

WHEREAS, the City completed the design and produced bid documents to solicit contractors using a competitive bidding process meeting the requirements of local and state contracting statutes and rules (ORS 279C, OAR 137-049); and

WHEREAS, the City opened bids on July 11, 2013, reviewed all bid proposals and identified the lowest responsive bidder; and

WHEREAS, the City has issued the Notice of Intent to Award and the mandatory seven (7) day protest period has begun; and

WHEREAS, City staff recommends City Council to authorize the City Manager to execute a construction contract with the lowest responsive bidder in an amount not to exceed \$200,000 including any construction contingency assigned by the Public Works Director.

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

Section 1: The City Manager is hereby authorized to execute a construction contract with the lowest responsive bidder in an amount not to exceed \$200,000 upon completion of the mandatory seven (7) day protest period for the completion of the Villa Road Wall Repair Project.

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

Duly passed by the City Council this 16th day of July 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

TO: Sherwood City Council

FROM: Julie Blums, Interim Finance Director

Through: Joseph Gall, City Manager

SUBJECT: Resolution 2013-039 approving a Supplemental Budget for FY13-14

Issue:

Should the City Council approve a Resolution to approve a supplemental budget for FY2013-14?

Background:

- In 2008 the Urban Renewal Agency (URA) borrowed funds for capital projects. A portion of the loan was for downtown street improvements. The loan proceeds were placed in the Street fund for use on the downtown streets projects. Phase 2 of the projects were bid and contracted under the URA, therefore the loan proceeds need to be transferred from the Street Capital fund to the URA for payment to contractors. The transfer is for \$217,000
- Contract services for the FY13-14 pavement management projects were not included in the adopted budget. The funds are in the ending fund balance and need to be appropriated to materials and services. The additional expense being appropriated is \$540,000.
- A special election for business regulation ordinances was not contemplated when the budget was prepared. The estimated cost for the special election is \$5,000.

Recommendation:

Staff respectfully requests adoption of Resolution 2013-039 approving a supplemental budget for FY13-14.



RESOLUTION 2013-039

ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS

WHEREAS, supplemental budgets are required:

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

WHEREAS, the following events have occurred:

- The second phase of the downtown streets project is being managed through the Urban Renewal Agency (URA). The loan proceeds that are to fund a portion of this project are in the Street fund and need to be transferred to the URA for payment to contractors. The transfer is for \$217,000.
- Contract services for the FY13-14 pavement management projects were not included in the adopted budget. The additional expense is \$540,000.
- A special election for business regulation ordinances was not contemplated when the budget was prepared. The estimated cost for the special election is \$5,000.

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

Section 1. Appropriations for the 2013-14 fiscal year are increased (decreased) in the following amounts:

Street Capital Fund	
Expenditure	Amount
Transfers Out	\$372,000
Contingency	\$2,512,788
Revised Total Requirements	\$2,924,788

Street Operations Fund	
Expenditure	Amount
Materials & Services	\$1,222,856
Contingency	\$1,234,216
Revised Total Requirements	\$2,786,775

General Fund	
Expenditure	Amount
Administration	\$2,471,258
Contingency	\$2,584,580
Revised Total Requirements	\$5,055,838

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

Duly passed by the City Council this 16th day of July 2013.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Sherwood Field House Monthly Report May 2013					
<u>May-13</u>	<u>May-13</u>		<u>YTD</u>		<u>May-12</u>
<u>Usage</u>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	4	312	27	5260	585
Rentals	79	1580	831	18786	2424
Other (Classes)					
[1] Day Use	7	53	86	502	68
Total Usage		1945		24548	3077
<u>Income</u>	<u>May-13</u>	<u>YTD</u>			
Rentals	\$4,970	\$50,582			
League fees (indoor)	\$2,085	\$61,328			
Card fees (indoor)	\$40	\$3,470			
Day Use	\$129	\$1,710			
Advertising					
Snacks	\$286	\$5,107			
Classes					
Total	\$7,510	\$122,197			
FY 11 12					
<u>Income</u>	<u>May-12</u>	<u>YTD</u>			
Rentals	\$4,649	\$46,027			
League fees (indoor)	\$9,555	\$82,084			
Card fees (indoor)	\$190	\$4,550			
Day Use	\$134	\$1,617			
Advertising	\$1,500	\$1,500			
Snacks	\$388	\$5,216			
Classes		\$175			
Total	\$16,416	\$141,169			

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



May had a lot going on, we had one softball tournament two baseball tournaments and youth Lacrosse held the Sherwood shoot out Lacrosse tournament.

The Lacrosse tournament brought 12 teams into town two as far away as Issaquah Washington.

Softball had 16 teams here from all around the Portland metro area and as far away as Redmond.

Youth baseball had 42 teams in town with teams as far away as The Dalles and Washougal Washington.

Youth softball also played 47 league games during the month.

Youth baseball played approximately 86 league games during the month.

Greater Portland Soccer District played 3 adult games at Snyder Park during the month:

Youth Soccer held their Classic Tryouts at Snyder Park on May 8th and 9th.

Youth lacrosse had approximately 36 league games at different fields during the month.

Youth Track continues to practice at SMS but will moving to the high school now that graduation is over.

Respectfully Submitted

Lance Gilgan

June 10, 2013



Sherwood Public Library

April 2013

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
<u>Check out</u>	<u>33,666</u>	<u>33,388</u>	<u>0% (22.5% Self-check)</u>
<u>Check in</u>	<u>24,407</u>	<u>25,035</u>	<u>0%</u>

- New Library cards 112
- Volunteer hours 191.25 hours (equivalent to 1.10 FTE) / 27 volunteers

Monthly Activities

- Thirty-one Baby, Preschool and Toddler Storytimes (672 children /466 adults = 1138 total)
- One Read-to-the-Dogs program
- Magazine Monday (free magazine giveaway)
- Tax forms available to public
- Library staff attends City of Sherwood website training for transition to new web presence
- 04/03 Pam North leads City Council work session on library statistics and activities; Mayor Middleton proclaims April 14-20 National Library Week at City Council meeting
- 04/04 Teen Library Advisory Board (4 attendees)
- 04/05 Library Staff Meeting
- 04/07 & 04/21 Writer's Workshops for Adults (12 and 8 in attendance)
- 04/10 Pajama Storytime (22 attendees)

- 04/13 Parrots 4 Show Program (68 attendees)
- 04/14-20 National Library Week Celebration
 - 04/15 Six Word Story Contest Winners announced
 - 04/16 6-7:30pm Music in the Stacks with Don Jansen, guitar
 - 04/17 Read-A-Thon
 - 04/18 Teen Scavenger Hunt (9 attendees)
 - 04/19 Two OMSI "Identity" Programs (11 & 4 attendees)
 - 04/20 "Art of the Story" Festival with Anne Penfound (17 attendees)
 - National Library Week Guessing Game for kids (162 participants)
- 04/16 OASIS Tutor Tour for 5 adults
- 04/22 Earth Day Craftshop (2 attendees)
- 04/22 Maid Marian Coronation
- 04/24-26 Library Staff attends the WLA/OLA Library Conference in Vancouver, WA
- 04/27 Annual Friends of the Sherwood Library Used Book Sale
- Volunteer recruitment & training continues / New volunteers started shifts
- Library staff attended various regional, City and WCCLS meetings: Policy Group, Youth Services, WLA/OLA Conference Committee, Circulation and WUG



Sherwood Public Library May 2013

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
Check out	31,936	33,575	-4.88% (19.6% Self-check)
Check in	22,951	25,160	-8.7%

- New Library cards 107
- Volunteer hours 190.42 hours (equivalent to 1.10 FTE) / 30 volunteers

Monthly Activities

- Thirty-three Baby, Preschool and Toddler Storytimes (596 children / 483 adults = 1079 total)
- One Read-to-the-Dogs program
- Magazine Monday (free magazine giveaway)
- 05/02 Teen Library Advisory Board (6 attendees)
- 05/08 Pajama Storytime (16 children / 12 adults = 28 attendees)
- 05/09 Friends of the Library Meeting
- 05/15 Tween Book Group (6 attendees)
- 05/18 Children's Book Week (28 children / 16 adults = 44 attendees)
 - Pete the Cat Raffle (159 participants)
- 05/20 Family Pet Craftshop (19 children / 9 adults = 28 attendees)
- 05/22 Summer Reading Program "bag stuffing" (3 volunteers)

- 05/24 Library Staff Meeting
- 05/27 Library closed for Memorial Day Holiday
- 05/28 Participated in “Stop, Drop and Read” program
- Monthly Class Visits
 - Thursday, May 9—Edy Ridge Elementary School; 3 classes (3rd, 4th, 5th grade)
 - Wednesday, May 15—St. Francis Catholic School; 1 class (1st grade)
 - Tuesday, May 21—Hopkins Elementary School; 8 classes (three 1st grade, two 2nd grade, one 3rd grade, one 4th grade, one 5th grade)
- Volunteer recruitment & training continues / New volunteers started shifts
- Library staff attended various regional, City and WCCLS meetings: Policy Group, Youth Services, Circulation, Adult Summer Reading Program, Cataloging, WUG, Adult Services, Executive Board and OLA/Public Library Division.



Sherwood Public Library June 2013

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
<u>Check out</u>	<u>32,081</u>	<u>35,729</u>	<u>-10.21%</u> (22% Self-check)
<u>Check in</u>	<u>22,854</u>	<u>25,900</u>	<u>-13%</u>

- New Library cards 167
- Volunteer hours 171 hours (equivalent to .99 FTE) / 28 volunteers

Monthly Activities

Thirty-three Baby, Preschool and Toddler Storytimes (640 children /442 adults = 1082 total)

Magazine Monday (free magazine giveaway)

Received Cultural Coalition of Washington County matching grant to fund Oregon Symphony Storytimes in February 2014 (Friend of the Library will supply matching funds)

06/01 Summer Reading Program Kick-Off (200 attendees)

06/01 Adult Summer Reading Program begins

06/04 City intern, Ashley Graff, shadows library staff

06/04 Library staff attends WCCLS-sponsored "Challenging Situations" workshop

06/05 "Find Your Happy" Workshop with Shannon Kaiser (6 attendees)

06/06 Teen Advisory Board (8 attendees)

06/08 Cruisin' Sherwood

06/12 Pajama Storytime (15 children/9 adults = 24)

06/13 City of Sherwood website unveiled – Library has migrated to new site

06/18 Summer Reading Program event – Reptile Man (300 attendees)

06/19 Library Advisory Board Meeting

06/22 Community Services Fair – Jenny Swanson & Jennifer Ortiz represented the Library and Community Services

06/24 Emporia State University practicum student, Neelima Nigam, begins project to continue through July.

06/25 Summer Reading Program event – Brad Clark (78 attendees)

06/28 Library All Staff Meeting

Class Visits & Tours

- Monday, June 3—St. Francis Catholic School (Media Center); 1 class (6th grade)
- Tuesday, June 4—Sherwood Charter School; 1st grade library tour—22 children, 7 adults (The 1st graders received library cards during this visit).
- Monday, June 10—St. Francis Catholic School; 2nd & 3rd grade library tour—40 children & 9 adults

Youth Services Contests

- Summer Reading Week 1 Guessing Game—181 participants (ages 17 & under)
- Summer Reading Week 2 Guessing Game—178 participants (ages 17 & under)
- Summer Reading Week 3 Guessing Game—204 participants (ages 17 & under)
- Summer Reading Week 4 Sherwood Ice Arena Raffle—172 participants (all ages)

Volunteer recruitment & training continues / New volunteers started shifts

Library staff attended various regional, City and WCCLS meetings: Latino Services, Policy Group, WACQO, Adult Summer Reading Program, Cataloging and WUG