



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, February 20, 2018

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

6:00 pm City Council Work Session

7:00 pm City Council Meeting

City Council Work Session-Continued



Home of the Tualatin River National Wildlife Refuge

6:00 PM WORK SESSION

1. Public Meeting Procedures (Josh Soper, City Attorney)
2. Transient Lodging Tax Options (Joe Gall, City Manager)

REGULAR SESSION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

- A. Approval of February 6, 2018 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- B. Resolution 2018-012 Appointing Tara Baker to the Parks and Recreation Advisory Board**
(Kristen Switzer, Community Services Director)
- C. Resolution 2018-013 Authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Oregon Department of Land Conservation and Development (DLCD) to accept a Technical Assistance Grant to fund elements of the Comprehensive Plan update** (Carrie Brennecke, Senior Planner)
- D. Resolution 2018-014 Amending the City's Fiscal Year 2017-18 Fee Schedule**
(Katie Henry, Finance Director)
- E. Resolution 2018-015 Authorizing the City Manager to execute a construction contract for the Pine Street Sanitary Sewer Extension Project** (Bob Galati, City Engineer)

6. CITIZEN COMMENTS

7. NEW BUSINESS

- A. Resolution 2018-016 Authorizing staff to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the construction of a Skate Park**
(Kristen Switzer, Community Services Director)

8. PUBLIC HEARINGS

- A. Ordinance 2018-001 Ratifying the creation of the Willamette Intake Facilities Commission**
(Josh Soper, City Attorney) (*Second Reading*)

AGENDA

SHERWOOD CITY COUNCIL
February 20, 2018

6:00 pm Work Session

7:00 pm City Council Meeting

Work Session-Continued

Sherwood City Hall
22560 SW Pine Street
Sherwood, OR 97140

9. CITY MANAGER REPORT

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN to Work Session

WORK SESSION

1. Discuss Compensation Study Results (Tom Pessemier, Assistant City Manager)

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
February 6, 2018

WORK SESSION

1. **CALL TO ORDER:** Mayor Lee Weislogel called the meeting to order at 6:15 pm.
2. **COUNCIL PRESENT:** Mayor Lee Weislogel, Council President Sean Garland, Councilors Jennifer Kuiper, Kim Young, Renee Brouse, Russell Griffin and Tim Rosener.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Finance Director Katie Henry, Police Chief Jeff Groth, Police Captain Ty Hanlon, Community Development Director Julia Hajduk, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy.
4. **TOPICS:**

A. Body Worn Camera (BWC) Update

City Manager Gall stated the Council has legislation on tonight's meeting agenda related to this topic.

Chief Groth introduced Sherwood Police Captain Ty Hanlon and Donelle O'Laughlin, Project Manager with the Hillsboro Police Department. Chief Groth provided a presentation (see record, Exhibit A). He recapped page 3 of the presentation, History of Body Worn Cameras.

He said at the beginning of 2016, the Hillsboro Police Department approached Sherwood and asked if the City wanted to partner on a grant through the Department of Justice to implement the BWC program. Chief Groth addressed page 4 and "Why BWC" and explained. He recapped page 5, and said the Grant was through the Department of Justice and includes the City of North Plains. He explained the equipment that would be provided through the grant, to include outfitting every field officer, Sergeant and CSO (Code Compliance Officer) with a complete BWC and a new taser. The program includes storage of the camera videos and the ability to include digital media for things other than videos. He said the storage is cloud storage and is unlimited storage. He explained the grant would cover the initial implementation costs (2 years) and eliminate the need for the City to conduct an RFP (Request for Proposal), saving in staff time and allows for volume pricing. Brief discussion occurred regarding the downloading of videos by the officers who obtained the video, filing the records, and conducting searches for particular videos after they are in the system. Chief Groth explained that the system would allow staff to forward a video to the City Attorney for review and allows for redacting information.

The Council asked if policies are in place and Chief Groth stated they are and have been for a while and provided an example of when a video should be “turned off”. He provided the example of protecting someone’s privacy.

Chief Groth explained the physical location of the camera on the officer, and said there are various locations to mount the camera: on the shoulder, on the side of a ball cap, or on the side of glasses. He said the Hillsboro Police Chief specified the parameters he wanted, which Sherwood agreed with, and this was to have the camera as close to the officers eyes as possible.

City Manager Gall commented regarding the Washington County District Attorney’s office supporting the program. Chief Groth confirmed and said there has been a lot of discussion locally and there is a statewide task force that has been operating for about a year and a half, talking about issues and trying to development guidance at a state level.

Chief Groth recapped page 6, Financial Impacts and said the grant covers the first two years of implementation and is a matching grant, and helps to get a program implemented. He explained the benefits of partnering in the grant. He said for the first two years of the grant, Sherwood’s program costs are \$80,500 and the grant portion is \$37,500, and Sherwood’s matching balance is \$43,000 for two years. He said this sets us up so we do not pay anything additionally until July 2020.

He said at tonight’s meeting the Council will consider the IGA for the grant and then consider a contract with the vendor that was selected as part of Hillsboro’s RFP process. He said the vendor is Axon and we will have a five year contract with them and will pay maintenance and storage for the remaining three years and have the ability at the end of that term to renegotiate or let the contract expire. He said the ongoing costs of \$31,000 are for years 2020 through 2022. Council questions and discussion followed regarding what occurs after 2022 and adding additional officers in the future and associated costs.

City Manager Gall commented regarding the supplemental budget and said the \$43,000 was coming from the one-time recreational marijuana proceeds. Chief Groth commented regarding a previous budget request for the BWC that was not funded and being very fortunate to have this grant opportunity.

Chief Groth addressed page 7 of the presentation, Additional Information. He explained the involvement of the City Attorney’s office, Finance Director and City Manager. He commented regarding the vendor services being all-inclusive and this making them a competitive vendor and said he was not aware of a vendor that could offer this package of services. General discussion occurred. Chief Groth commented regarding technology and it having a cost.

Chief Groth addressed page 8 of the presentation and the needs and spoke of the IGA that the Council will consider. He explained Hillsboro will manage the grant and will invoice the City for our share. He said the Council will also consider a contract with Axon and said both pieces of legislation are needed to move forward. Council asked what the cost would be for the City to purchase tasers. Chief Groth replied about \$30,000.

Council asked when they can expect to see the equipment. Ms. O’Laughlin replied the cameras are coming in June-July 2018 and the tasers can be expected in March 2018.

Council asked about training and Chief Groth replied there would be training provided by Axon.

Captain Hanlon added that the cameras would be upgraded every 36 months. Chief Groth stated this is Axon's update schedule, and at the two and a half-year mark, we will anticipate new cameras as a part of that contract and again at the five year mark as a part of renegotiating. He said the tasers are on a five-year schedule.

City Manager Gall asked if other jurisdictions have this program. Chief Groth replied yes and said Beaverton has selected Axon and he believes Tigard and Tualatin are in process. He said Washington County is in process.

With no other questions, the Mayor adjourned to a regular session.

5. ADJOURN:

The Mayor adjourned the work session at 6:56 pm.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Lee Weislogel called the meeting to order at 7:04 pm.
2. **COUNCIL PRESENT:** Mayor Lee Weislogel, Council President Sean Garland, Councilors Jennifer Kuiper, Kim Young, Renee Brouse, Russell Griffin and Tim Rosener.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Finance Director Katie Henry, Police Chief Jeff Groth, Police Captain Ty Hanlon, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy.

The Mayor addressed approval of the agenda and asked for a motion.

4. APPROVAL OF AGENDA:

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

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

5. CONSENT AGENDA:

- A. **Approval of January 16, 2018 City Council Meeting Minutes**
- B. **Approval of January 17, 2018 City Council Meeting Minutes**

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

The Mayor addressed the next agenda item.

6. CITIZEN COMMENTS:

Patrick Dinan came forward and stated the Council is in violation of the City Charter. He said the Council is responsible for the Municipal Court and its actions and the hiring and the firing of the Judge. He stated he asked the Judge if Sherwood was a court of record and eligible to hear traffic violations and he said yes under Chapter 158. Mr. Dinan stated that is not true and he referred to a letter he received from the City Attorney in April and it does not mention traffic violations, but it does mention traffic fines. He shared an experience he had with the Sherwood Municipal Judge and said his rights were violated. He said he has provided the Council with this information and there has been no investigation into the matter. He stated the Council has a liability of the Charter.

Maddie and Patrick Briggs, co-leaders of Our Indivisible Revolution Sherwood, came forward and said they value the Senior Center where they meet, and commented regarding their concerns with the new fees associated with using the Senior Center. Maddie said the center is a vital place for community groups to engage and they recognize the fact that the center needs financing but they need to consider nonprofit groups. She said they have been meeting at the center for a year and would agree to pay the fee but not the million dollar insurance rider. Patrick said their group has contributed to the community by getting people civically engaged. He referred to the City Council wanting more community involvement and said it is important to make space for groups to bring people into the process. He stated they are willing to pay the basic fees but they cannot afford the million dollar insurance riders. Maddie commented regarding the importance of investing in the Senior Center and the senior citizens.

Donna Vande Kieft, Sherwood resident, approached the Council and said they retired in Sherwood and are walking distance to the Senior Center and stated it is a multigenerational center and available to individuals for gatherings. She said she understands the City's need to cover overhead costs for using the building but said it is unfortunate that it is now out of reach for some groups and individuals to use because of the fee structure, deposits and insurance riders. She asked if the City could continue to allow the Senior Center to be an affordable place for community multigenerational events to occur.

Anne Poe, Sherwood resident, came forward and said she retired in human resources and is concerned about the Senior Center. She said she volunteers daily and understands that the director is a temporary position until April 9 and that position must be posted and there is no job description. She said the job is unique and shared some experiences. She said she understands there will be a 25 hours a week kitchen job posted and said that is not enough. She said she is concerned about all the problems at the Senior Center and said they need to know what will happen.

Max Greenwood, Sherwood resident, approached the Council and said he has lived in Sherwood for seven years and is an active supporter of the City. He said he is concerned about the Senior Center and said the community needs to focus on the senior community. He said he understands the City has a lack of resources and needs to prioritize. He referred to the possibility of building a skate park and said there will be liabilities. He said the priorities need to shift towards getting funding and taking care of our Senior Center and seniors.

The Mayor addressed the next agenda item.

7. PRESENTATIONS:

A. Proclamation, Recognizing City of Sherwood's 125th Birthday

Mayor Weislogel read the proclamation and invited Clyde List with the Sherwood Historical Society to come forward. He stated Clyde assisted with drafting the proclamation. Clyde referred to a statement from June Reynold's latest book "A Sense of Lives and Times of Sherwood" and said on page 230 there is a statement that carries the name of Sherwood's most honored and remembered Mayor and that is Joseph E. Morback who was known as the Dean of Oregon Mayors. He said in the book there is a document referring to the Semi Centennial of Sherwood and the year is 1939, and subtracting 50 years you arrive at 1889. He said Mr. Morback would mention that Sherwood is a city and no longer a town and was established in 1923. He said if we mention the town of Sherwood in our history we should also recognize the town of Smockville as well. He stated 1889 is the actual year of Sherwood's establishment and that should be on our signs and stationary. He referred to the legend of Robin Hood and the identity with Sherwood Forest and shared his experience.

Mayor Weislogel thank Clyde for his comments and said he is a former Mayor of Sherwood and also serves as Friar Tuck and performs during St. Patrick's Day. Mayor Weislogel said the Sherwood Historical Society is open on Wednesdays and Saturdays from 1 – 4 pm and Clyde will be there on Saturdays.

The Mayor addressed the next agenda item and the City Recorder read the public hearing statement for both business items listed under public hearings.

8. PUBLIC HEARING:

A. Resolution 2018-005 Adopting a supplemental budget for fiscal year 2017-18 and making appropriations

Finance Director Katie Henry recapped the staff report and provided a presentation (see record, Exhibit B). She stated supplemental budgets or budget transfers are common and authorized by Oregon State Law to account for unforeseen financial needs or for new revenue sources. She noted the City typically does one midyear adjustment and one close to the end of the year. She said this year the amount of the adjustment is large enough to require a public hearing.

She referred to page 16 of the Council meeting packet and summarized the sources of funding which include the sale of the Elwert property, library funds, one time marijuana tax distribution, additional permitting and plan review revenues, a housing needs and economic opportunities analysis grant, additional beginning fund balance and a change in transfers-in. She discussed the expenditures in terms of non-personnel and personnel related. She commented on personnel related expenditures that include shifting of personnel between department due to changing workloads, unanticipated retirement costs, implementation of SPOA contract that included a retro pay, and two FTE requests. She stated the proposed supplemental budget is requesting an additional 0.5 FTE to change a half time permit technician position to full time due to increased demand for building permits, and to change from 1.0 FTE at the Senior Center to one position at 0.75 FTE and one position at 0.5 FTE to allow for adequate staffing coverage and increased programming.

Councilor Young referred to page 13 of the packet and the insurance consulting fee of \$19,540 and she clarified that this fee is being moved out of the general liability line item, and moving it into its own line item. Ms. Henry said that is correct and it is really a transfer.

Councilor Kuiper commented on the list of deferred parks and facilities projects and said there are still a few deferred items that are not included in this supplemental budget. Ms. Henry said the Public Works Director Craig Sheldon reviewed the list in order to determine which of the deferred items could be completed by June 30. She said the ones that could not be included will be requested in the FY2018-19 budget.

Councilor Rosener referred to page 13 of the packet and the line item for the Rose Festival 2016 and asked if that is for the float. Ms. Henry confirmed and said that is from two years ago. Councilor Rosener commented on the \$12,000 for meals at the Senior Center and asked if that is an adjustment from what the City anticipated in spending. Ms. Henry said that is correct and the City did not know what this would entail and have now decided to use a caterer at least three times a week in order to provide quality meals for the seniors.

Councilor Brouse referred to page 13 of the packet and asked if the \$14,600 for Senior Center personnel is to just get by until the end of the fiscal year. Ms. Henry said that is correct. Councilor Brouse asked what the difference in personnel costs will be going into FY2018-19. Ms. Henry said it will be somewhere between \$7000-\$20,000 more and said the estimate will be closer once the Compensation Study is implemented and union negotiations are complete.

Councilor Young said it is important to staff the Senior Center appropriately and she is concerned that this is the middle of a budget season and asked if it is possible to extend the current coordinator's contract through the end of the fiscal year. Ms. Henry said she spoke with the Human Resources Department and there are some significant union concerns and stated it is not viable to extend the current situation. Councilor Young asked if 0.75 FTE was 30 hours. Ms. Henry said staff is estimating .75 FTE will be 30 hours and 0.5 FTE will be between 20-25 hours depending on the needs.

Council President Garland referred to page 12 of the packet that includes a \$10,000 contribution to the Justice Center and asked City Manager Gall to explain. Mr. Gall said the Justice Center will be a one-stop center for victims of domestic abuse and will be located in Beaverton. He said the Justice Center has asked jurisdictions in Washington County for support for the first three years at \$10,000 a year. He stated the City has not committed to years two and three and is proposing to fund the contribution with the one-time marijuana tax revenue.

Councilor Young said the Council will need to amend Exhibit A and asked Ms. Henry to explain. Ms. Henry said there was a last minute change on page 20, item 3.a. where "bullet proof vests" should be "body worn cameras". She said staff also added a line item under this section for \$3,000 for training related to the body worn cameras resulting in a total of \$56,000 instead of \$53,000. She said the amendment should also include changing the reference from "Heal" grant to "HEAL" grant.

Councilor Rosener referred to page 15 of the packet regarding TELECOM and asked if the \$100,000 in increased revenue is new customers. Ms. Henry said these are new customers and said Broadband has been expanding.

With no further questions from the Council, Mayor Weislogel opened the public hearing. With no public testimony received, Mayor Weislogel closed the public hearing.

With no further discussion from the Council, Mayor Weislogel asked for a motion.

MOTION TO AMEND: FROM COUNCILOR YOUNG TO AMEND EXHIBIT A SECTION 3 USE OF MARIJUANA TAX DISTRIBUTION PUBLIC SAFETY BULLET A TO READ DOJ GRANT MATCH FOR BODY WORN CAMERAS, AND ADDING BULLET C TO READ TRAINING FOR BODY WORN CAMERAS \$3000, AND AMENDING THE TOTAL OF THIS SECTION TO READ \$56,000 AND AMENDING SECTION 10 CAPITALIZING THE WORD HEAL, SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

MOTION: FROM COUNCILOR YOUNG TO APPROVE RESOLUTION 2018-005 ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2017-18 AND MAKING APPROPRIATIONS, AS AMENDED, SECONDED BY COUNCILOR GRIFFIN. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

B. Ordinance 2018-001 Ratifying the creation of the Willamette Intake Facilities Commission

City Attorney Josh Soper said this is the first of three interrelated items on the agenda that relates to Sherwood obtaining its municipal water supply from an intake facility in Wilsonville. He said that facility is used by both Sherwood and Wilsonville and is partially owned by the Tualatin Valley Water District (TVWD). He said those three entities and Hillsboro, Tigard and Beaverton have been working for several years on a project to expand the intake facility to meet the needs of the new partners as well as the long-term needs of the existing partners. He said the expansion is estimated to increase Sherwood's 5.0 million gallons per day (MGD) to 9.7 (MGD). He stated the three parts that need to be approved in order to move forward with this project are an Intergovernmental Agreement (IGA), which will govern the operations and management of that intake facility; a purchase and sale agreement with TVWD where we will be purchasing an additional share of the portion of the existing intake that they own; and this proposed ordinance. He stated this is the first reading and the Council will need to conduct a public hearing and then have a second reading on February 20, and a request for adoption.

Councilor Rosener referred to the financial impacts listed in the staff report that refers to a \$1.5 million investment with a reference that it will mostly be paid for with funds from the 2011 bonds and asked if we are fully covered. Ms. Henry said those bonds have been put in savings and are set aside and she has confirmed that this use for those bonds is appropriate and were taken out for that purpose. Councilor Rosener referred to the purchase of additional capacity and asked if that is the portion of the increase. Ms. Henry said yes. Councilor Rosener referred to the potential increase to 9.7 MGD and asked how long that will be sufficient for the community. Public Works Director Craig Sheldon said 9.7 MGD should be sufficient until 2067.

Councilor Kuiper said most of the \$1.5 million investment will be paid for with funds from the 2011 bonds and asked where the other \$400,000 will come from. Ms. Henry said from the water capital fund.

Councilor Brouse referred to the financial impacts, which states the City's share is estimated at approximately \$10,000 for FY2018-19, and asked how this will be funded. Ms. Henry said that is in the operating budget and will be billed quarterly.

Councilor Rosener asked if others are interested, will there be an ability to lease capacity. Mr. Soper said we have the ability to lease amongst the existing partners. He said to sell water to a non-partner will be included in a different agreement.

With no further questions from the Council, Mayor Weislogel opened the public hearing. With no public testimony received, Mayor Weislogel closed the public hearing.

With no further Council discussion, Mayor Weislogel stated there will be a second public hearing on February 20.

Council Brouse asked if we need to have a second public hearing. Mr. Soper said unless there is a reason to approve an ordinance in one hearing, staff recommends holding two public hearings and giving the public a greater opportunity for involvement.

Mayor Weislogel addressed the next item on the agenda.

9. NEW BUSINESS:

A. Resolution 2018-006, Approving the Willamette Intake Facilities Intergovernmental Agreement and Authorizing the Mayor to Sign

City Attorney Josh Soper said this is the second of the three interrelated items and this is the IGA. He noted that Mayor Weislogel identified an issue in the exhibit where it lists a former Mayor's name on the easement and stated we do not need to amend because the resolution states that the Council is authorizing the Mayor to sign the IGA in the form attached or substantially similar thereto.

With no questions from the Council, Mayor Weislogel asked for a motion.

MOTION: FROM COUNCILOR KUIPER TO APPROVE RESOLUTION 2018-006 APPROVING THE WILLAMETTE INTAKE FACILITIES INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING THE MAYOR TO SIGN, SECONDED BY COUNCIL PRESIDENT GARLAND. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

B. Resolution 2018-007, Approving the Agreement for Transfer, Purchase, and Sale of the Willamette Intake Facilities between Tualatin Valley Water District and the City of Sherwood and Authorizing the Mayor to Sign

City Attorney Josh Soper said this is the third item of the three interrelated items and this is the agreement to purchase from TVWD a portion of their existing ownership capacity.

With no questions from the Council, Mayor Weislogel asked for a motion.

MOTION: FROM COUNCILOR YOUNG TO APPROVE RESOLUTION 2018-007 APPROVING THE AGREEMENT FOR TRANSFER, PURCHASE, AND SALE OF THE WILLAMETTE INTAKE FACILITIES BETWEEN TUALATIN VALLEY WATER DISTRICT AND THE CITY OF SHERWOOD AND

AUTHORIZING THE MAYOR TO SIGN, SECONDED BY COUNCILOR KUIPER. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

C. Resolution 2018-008, Authorizing the City Manager to sign an Intergovernmental Agreement with the City of Hillsboro for the Body Worn Camera Program

Police Chief Jeff Groth recapped the staff report and said the Council held a work session on this issue. He said in 2010 the department started exploring the use of body worn cameras and since that time there have been multiple cameras in use as part of the trial period. He reminded the Council that on Christmas night 2016, Sherwood officers were involved in a high profile event that demonstrated the value and use of body worn cameras. He said in FY2016-17 the Sherwood Police were invited, along with the North Plains Police Department, by the City of Hillsboro Police Department to partner with them on a Department of Justice Body Worn Camera grant. He said Hillsboro was awarded a grant for the implementation of a body worn camera program and they have been reviewing and bringing the program to this point on behalf of the City. He noted SPOA is also supportive of the program. He stated the grant covers a two year period and ends September 2018 and our financial commitment will end by June 30 of this year and the appropriation is included in the supplemental budget. He said that partnering with Hillsboro eliminated the need for Sherwood staff to conduct as many as three separate purchasing processes and potentially two separate RFP processes. He said the program provides the Police Department with a full body worn camera program, including all the equipment, digital storage, upgrades throughout the initial contract, warranties, and conducted energy weapons (Tasers) for every officer. He said this IGA governs the relationship between Hillsboro and Sherwood in connection with the program for the implementation of the grant. He said this is a matching grant and the financial impacts are included in the supplemental budget and listed in the staff report. He said it is worth noting that a good percentage of the costs would have been requested in the budget just for costs associated with the existing conducted energy devices (Taser) the Police Officers currently carry. He said Donelle O'Laughlin with the Hillsboro Police Department and Captain Ty Hanlon are available to answer any questions. He stated Donelle has been managing the program and he thanked her for her efforts.

Councilor Kuiper thanked Donelle and the City of Hillsboro for including Sherwood and North Plains in the Justice Department grant. She said it is difficult for smaller cities to have the resources to seek grants.

Councilor Rosener echoed Councilor Kuiper's remarks. He asked Chief Groth to address privacy concerns. Chief Groth said there are policies in place to govern the use of cameras and they are continually subject to updates and improvements, based on case law and different legal interpretation. He said our policy states that officers will have the discretion in certain situations to turn the camera off to protect the privacy of the individual. He provided examples. He stated the body cameras are subject to public records request within the realm of what is releasable as determined by the City Attorney and/or the District Attorney if they involve a criminal matter.

With no further questions from the Council, Mayor Weislogel asked for a motion.

MOTION: FROM COUNCILOR BROUSE TO APPROVE RESOLUTION 2018-008 AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF

HILLSBORO FOR THE BODY WORN CAMERA PROGRAM, SECONDED BY COUNCILOR ROSENER. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

D. Resolution 2018-009, Authorizing the City Manager to execute a contract with Axon for the Body Worn Camera Program

Chief Groth recapped the staff report and said this is the contract with the vendor. He said Hillsboro worked closely with Sherwood and negotiated the terms of the contract on our behalf. He stated this contract governs the relationship between Axon and the City of Sherwood specific to a 5 year contract to provide body worn cameras, digital storage and conducted energy devices (Tasers). He said this vendor has the ability to provide all of this and it is effective and efficient.

Councilor Young noted the cameras are upgraded approximately every 36 months. Chief Groth added that this is a 5 year contract and within the contract Sherwood will get a Taser for every officer and they will come with complete warranties and any maintenance required for the 5 year term and stated the Tasers are on a 5 year life cycle. He said the cameras are not on a 5 year life cycle and there will be new updated camera equipment at approximately the 2 ½ year mark and at the 5 year mark. He said when the new equipment arrives Sherwood will send Axon the old equipment. He said the upgrades are part of the deal along with the warranties. He referred to the cloud storage and said it is unlimited storage and there is addition storage available for non-body camera videos and digital media, which does have a limit on the storage.

Councilor Kuiper commented on the payment information which states the maximum amount payable is \$170,280 and said the total financial impact she estimated is \$106,000 and she asked if the grant was paying for the difference. Chief Groth said yes and stated the grant portion is \$37,500. He commented on the benefit of volume pricing and said there were significant discounts provided by the vendor.

With no further questions from the Council, Mayor Weislogel asked for a motion.

MOTION: FROM COUNCIL PRESIDENT GARLAND TO APPROVE RESOLUTION 2018-009 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AXON FOR THE BODY WORN CAMERA PROGRAM, SECONDED BY COUNCILOR YOUNG. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

E. Resolution 2018-010, Expanding the Photo Enforcement Program to Incorporate Speed Enforcement

Chief Groth recapped the staff report and said currently the City uses photo enforcement for red light violations at two intersections, 99W and Sunset and 99W and Tualatin-Sherwood Road. He said on January 2 the Council held a work session regarding this proposed legislation. He said the Oregon Legislature passed HB 2409 during the 2017 session, which made amendments to the existing photo enforcement statutes allowing cities to add speed enforcement using the camera equipment. He said the Police Department is proposing to add speed enforcement at the two existing intersections. He stated speeding is

one of the top complaints in the community. He said speed is always a component in traffic collisions and said the Police have a hard time monitoring the speeds at those intersections. He said utilizing the existing equipment to enforce speed will allow the Police to focus on neighborhood and school zone speeding. He said the legislation established that photo enforcement camera equipment can now be used to enforce speeding that is 11 miles per hour or more above the posted speed limit. He said for the two intersections in Sherwood the posted speed is 45 miles per hour so those vehicles exceed 56 miles per hour are in violation. He said the law states that if the light is green and a vehicle is speeding cities can use the camera to enforce the speed. He said if the light is red and the vehicle is exceeding 56 miles per hour the department can choose to enforce the red light or speed violation, but not both. He said if the speed is 21 miles per hour above the limit or more and the driver runs a red light the driver can get a ticket for both violations. He referred to data collected by our existing photo enforcement vender, Redflex, throughout 2016 at the two intersections and said they recorded nearly 90,000 vehicles exceeding 56 miles per hour. He said the majority of the speeding was traffic coming into town at Sunset. He referred to the financial impact and said there is not historical data since this is a new law in Oregon. He said staff has estimated the revenues for a twelve month period to be over \$1.3 million. He referred to expenses and said there will be significant impacts on the Police and Court staff.

Councilor Griffin said when the red light enforcement was initiated there was a 30 day warning period and asked if there would be something similar in this case. Chief Groth said he does not recommend a warning period and said the cameras are not new and this is an additional enforcement capability. He said the speed signage is appropriate in both areas. He said there will be an article in the Archer announcing the new program and there will possibly be a reader board. He said currently 8% of the photo red light citations are Sherwood residents and 92% are from outside of Sherwood.

Councilor Rosener commented that 60% of the high school students live on the east side of 99W and will be crossing 99W when the new High School is built. He referred to the staff report that estimates \$1.3 million in revenue the first year and said when the red light camera program was implemented there was a 50% reduction the following year because of behavior change. He asked if we are anticipating a similar reduction with speed enforcement. Chief Groth said he would expect similar results but noted speeding is a little different from running red lights. He said he is expecting a sharp learning curve.

Councilor Brouse referred to the projected expenses and said there is a projected expense for an additional Police Officer, and asked if the officer would be doing other duties beside photo speed enforcement. Chief Groth said yes and said that is an estimate based on the amount of time it currently takes.

Councilor Young referred to the amount of citations per year based on the amount of traffic and said the percentage is only .015% to .023%. Chief Groth said that is correct.

With no other Council questions, the City Recorder informed the Council that she received a request to speak form. The Mayor and Council agreed to accept comments.

Chris West, Police Advisory Board (PAB) Chair came forward and said the PAB discussed the opportunity and noted that clearly the data shows that there is a speeding problem that needs to be addressed. He said public safety is at risk and the Oregon Legislature has provided the City with a new tool to address it. He stated based on the PAB outreach with citizens, traffic related issues are the number one issue and speeding is at the top. He commented on the new High School location and said the intersection of 99W and Sunset speeding issues need to be addressed. He said the PAB passed a motion supporting the City's

expansion of the current photo enforcement program to include speed enforcement. He noted there were no citizen comments at the meeting.

With no further questions from the Council, Mayor Weislogel asked for a motion.

MOTION: FROM COUNCILOR GRIFFIN TO APPROVE RESOLUTION 2018-010 EXPANDING THE PHOTO ENFORCEMENT PROGRAM TO INCORPORATE SPEED ENFORCEMENT, SECONDED BY COUNCILOR KUIPER. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

F. Resolution 2018-011, Amending the concrete Sidewalk Repair Assistance Program

City Attorney Josh Soper recapped the staff report and said the Sidewalk Repair Assistance Program was approved by the City Council in 2011. He said in Sherwood the responsibility for maintaining sidewalks falls on the property owner. He said the purpose of the program is to assist the property owners with the cost of the maintenance. He said if the property owner elects to participate in the program the City pays half of the cost of the eligible repairs and the property owner pay the other half. He said recently staff in consultation with the City Council have identified areas in the City that are abutting some main roads and in the old town area where the City maintains the vegetation in the right of way. He said staff is recommending a change to the program so that in those specific areas if the property owner elects to participate in the program the City will pay 100% of the costs. He said while reviewing the program to make those changes staff identified some outdated language, housekeeping items, and opportunities for streamlining the policy and reducing the potential City liability in relation to the program.

Councilor Rosener referred to the cost sharing language on page 283 of the packet that says the City may pay up to 100% of the eligible costs. Mr. Soper said the “up to” language gives the City flexibility in connection with potential funding limitations. He said if there is a repair that needs to be done and there is not enough funding in the program to cover 100%, the City could still offer to cover a portion of the repair.

Councilor Griffin said a Sherwood resident came before the Council with this issue and asked the City and Council to consider amending the program. He said this proposed resolution is the result of a citizen suggesting a change and he applauded the effort.

With no further Council questions, the City Recorder informed the Council she had a request to speak form. Mayor Weislogel agreed to accept public comment but the individual had left the meeting.

With no further questions from the Council, Mayor Weislogel asked for a motion.

MOTION: FROM COUNCILOR YOUNG TO APPROVE RESOLUTION 2018-011 AMENDING THE CONCRETE SIDEWALK REPAIR ASSISTANCE PROGRAM, SECONDED BY COUNCILOR KUIPER. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.

Mayor Weislogel addressed the next item on the agenda.

10. CITY MANAGER REPORT:

City Manager Gall reminded the Council of their Council Rules and said that at 9:30 pm the Council will need to vote to extend the meeting. He said Resolution 2018-011 was the result of a citizen request and said it was delayed due to Council changes. He reminded the citizens and Council that the election is March 13 and said on February 26 there will be a voter's forum sponsored by the Sherwood Chamber of Commerce. He said the forum will be in the Community Room and the video cameras will possibly be utilized. He said Mayor Weislogel's State of the City Address will be March 5 at the Center for the Arts at noon. He said the Sherwood Chamber of Commerce is sponsoring the event and tickets are available through the Chamber website for \$12 and includes lunch.

Mayor Weislogel addressed the next item on the agenda.

11. COUNCIL ANNOUNCEMENTS:

Councilor Rosener said he attended his first Sherwood Historical Society meeting as the liaison and said it was fascinating. He said he has been researching the history of Sherwood and noted that there was a period in the 1930s when there were electrified trains going through Sherwood.

Councilor Brouse provided Library updates and said the next Library Advisory Board meeting is February 21 at 6:30 pm. She announced the Chamber of Commerce will meet on February 13 at the Police Station. She said Cruisin' registration is open through the Chamber. She said the Sherwood Education Foundation Sip and Spell is February 15 at the Center for the Arts from 6-9 pm. She said February 15 – May 24 will be the Rotary Peace Village at St. Francis Church. She reported that she attended the Faith in Government meeting in Hillsboro in January and said the conversation centered on social justice and homelessness.

Councilor Kuiper reported she attended the Cultural Arts Commission meeting on Monday, January 22 and encouraged people to attend future meetings. She said she attended the Friends of the Refuge meeting on Tuesday and said there will not be a summer camp this year.

Council President Garland reported he attended the Planning Commission meeting on January 26 and the next meeting is February 13 and encouraged people to attend or watch on YouTube. He said Coffee with a Cop is February 15 from 10-noon at Starbucks Parkway Village. He said there will be a Blood Drive from 9:30-2:30 at the Police Station next weekend. He thanked the Police Department and Police Advisory Board for all their efforts.

Councilor Young said she is the liaison to the YMCA Board of Managers and said they are in the process of searching for a new Executive Director and the new Board Chair is Scott Nelson. She reported the YMCA purchased 30 new cycles and 7 new pieces of exercise equipment. She said she attended the Police Advisory Board and CDBG meetings. She said the CDBG grants should be announced on Thursday. She said on February 20 the Council will be presented with a resolution to approve or not approve moving forward with the grant application for a skate park. She said there is concern that the data is old and from 2006 and she encouraged the public to reach out to Council and provide feedback on whether this is still a high priority for the community.

Councilor Griffin said attended the YMCA Board of Managers meeting and said the City Council toured the YMCA facility on Saturday. He said the Council will continue to have onsite visits. He said he attended the Parks and Recreation Board meeting February 1 and they are hoping to have the Cedar Creek Trail open by fall 2019. He said during the meeting the skate park was discussed and he noted the project was started

a long time ago and asked the citizens to provide feedback. He said Councilor Rosener has a poll on Facebook.

Mayor Weislogel reported he attended the Police Foundation Awards Banquet that recognized the achievements of the Police Department and thanked Lynn Haines for her efforts. He commented on the parking lot construction and said there will be 18 parking spots. He asked about the possible rebuilding of the railroad trestle.

City Manager Gall said the City has heard from the railroad that the trestle will be rebuilt and construction will start in early March. He informed the Council that this will not go through any City permitting process and is regulated by the Federal Government. He said information will be provided as we receive it.

Councilor Rosener asked if the railroad is planning to start using the tracks again. Mr. Gall said it is a leasing situation and not necessarily to restore freight service along that line. He said this is just restoring what was burned in the fire.

Mayor Weislogel addressed the next item on the agenda.

12. ADJOURN:

Mayor Weislogel adjourned the meeting at 9:13 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Lee Weislogel, Mayor

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director

THROUGH: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2018-012, Appointing Tara Baker to the Parks and Recreation Advisory Board

Issue:

Shall the City Council appoint Tara Baker to the Parks and Recreation Advisory Board?

Background:

The Parks and Recreation Board currently has one vacancy and Tara Baker has applied for appointment. Interviews were conducted and Council Liaison Russell Griffin, the Chair of the Parks and Recreation Board Erik Kneifel, and staff, recommend Tara Baker for appointment.

According to Chapter 2.16 of the Sherwood Municipal Code, members of the Parks and Recreation Advisory Board shall be appointed by the Mayor with the consent of the City Council.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2018-012, appointing Tara Baker the Parks and Recreation Advisory Board.



RESOLUTION 2018-012

APPOINTING TARA BAKER TO THE PARKS AND RECREATION ADVISORY BOARD

WHEREAS, the Parks and Recreation Advisory Board currently has a vacancy and Tara Baker has applied for appointment; and

WHEREAS, Council Liaison Russell Griffin, and the Chair of the Parks and Recreation Advisory Board, with assistance of staff, are recommending Tara Baker for appointment; and

WHEREAS, according to Chapter 2.16 of the Sherwood Municipal Code, members of the Parks and Recreation Advisory Board shall be appointed by the Mayor with consent of the City Council.

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

Section 1. The Mayor is authorized to appoint Tara Baker to a two year term, expiring March 2020.

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

Duly passed by the City Council this 20th day of February, 2018.

Lee Weislogel, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Carrie Brennecke, Senior Planner

Through: Julia Hajduk, Community Development Director and Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2018-013, authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Oregon Department of Land Conservation and Development (DLCD) to accept a Technical Assistance Grant to fund elements of the Comprehensive Plan update

Issue:

The City of Sherwood was awarded by DLCD a Technical Assistance Grant of \$50,000 to prepare economic opportunities analysis (EOA) and develop policy recommendations for a housing needs analysis (HNA) to update Sherwood's comprehensive plan. The City Manager will need the City Council's authorization to enter into an IGA with DLCD to accept the technical assistance grant funds and perform the tasks outlined in the IGA.

Background:

The update of the Sherwood Comprehensive Plan is a high priority for the City. On October 3, 2017 the City Council approved Resolution 2017-073 authorizing city staff to apply for grant funds from DLCD to assist us in completing elements necessary to update the Sherwood Comprehensive Plan. The City of Sherwood requested grant funding from DLCD to retain technical consultants to prepare economic opportunities analysis (EOA) and develop policy recommendations for a housing needs analysis (HNA). This work will bring the City into compliance with Statewide Goal 9 (Economic Development) and Goal 10 (Housing). The EOA and HNA policies will result in updates to the economic development and housing elements of the Sherwood Comprehensive Plan. The Sherwood Comprehensive Plan update is one of the City Council's top priorities. The EOA and HNA policies are two critical elements of that effort.

The City of Sherwood was awarded \$50,000 from DLCD through a Technical Assistance Grant award for 2017-2019. Sherwood's application was selected from among 31 proposals submitted to DLCD. In order to obtain the funds, an IGA must be entered into that outlines each party's responsibility and commitments and identifies a set of products and milestones that are in line with the City's grant request. The IGA that DLCD and City staff have collaboratively developed is Exhibit 1 of this resolution.

Financial Impacts:

The City will receive \$50,000 in reimbursement from DLCD for the work products outlined in the IGA. The City will receive the funds in an interim payment and final payment. The project will

require up to \$25,000 in city matching funds, which is anticipated to be covered in already budgeted staff time to meet the local match requirements.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2018-013, authorizing the City Manager to enter into an IGA with DLCD to accept a Technical Assistance Grant to prepare economic opportunities analysis and develop policy recommendations for a housing needs analysis to update Sherwood's comprehensive plan.



RESOLUTION 2018-013

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) TO ACCEPT A TECHNICAL ASSISTANCE GRANT TO FUND ELEMENTS OF THE COMPREHENSIVE PLAN UPDATE

WHEREAS, DLCD has established Technical Assistance Grants to assist Oregon communities' comprehensive planning and plan updates; and

WHEREAS, the City of Sherwood applied for a Technical Assistance Grant for DLCD to prepare an economic opportunities analysis and develop policy recommendations for a housing needs analysis to update the city's comprehensive plan; and

WHEREAS, DLCD awarded the City of Sherwood a grant in the amount of \$50,000; and

WHEREAS, the City of Sherwood and DLCD have collaboratively developed an IGA that outlines each party's responsibility and commitments and identifies a set of products and milestones that are in line with the City's request; and

WHEREAS, an IGA must be signed by the City and DLCD to allow the project to proceed and the funds to be disbursed.

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

Section 1. The Sherwood City Council hereby authorizes the City Manager to sign the IGA attached as Exhibit 1.

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

Duly passed by the City Council this 20th day of February 2018.

Lee Weislogel, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2017-2019 TECHNICAL ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: February 7, 2018	
Grantee City of Sherwood 22560 Pine Street Sherwood, Oregon 97140	Grant No. TA-19-170
Project Title: City of Sherwood Economic Opportunities Analysis and Policy Recommendations for Housing Needs Analysis	
Grantee Representative Carrie Brennecke, Senior Planner 503-625-4242 brenneckec@sherwoodoregon.gov	DLCD Grant Manager Anne Debbaut 503-725-2182 anne.debbaut@state.or.us
GRANT AMOUNT: \$50,000	PROJECT END DATE: May 31, 2019
Last day to amend agreement: March 1, 2019	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award.

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by April 30, 2018 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Public Involvement Plan; public communication materials; public meeting materials

Task 2: Draft EOA report; evidence of TAC/CAC meetings; hearings-ready draft EOA; preliminary and hearings-ready drafts of comprehensive plan economic development element

Task 3: Final Housing Strategy Memorandum; evidence of TAC/CAC meetings, hearings-ready draft HNA; hearings-ready draft comprehensive plan housing chapter

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2017-2019 TECHNICAL ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-19-170

City of Sherwood

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Sherwood**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

Attachment D: **Standards and Requirements for EOA Product(s)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$50,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.
 - a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
 - b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
 - b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to DLCDC as follows:
- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCDC's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCDC Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCDC determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCDC Grant Manager and Grant Program Manager.

11. Ownership of Product(s).

- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. **“Grantee Intellectual Property”** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **“Third Party Intellectual Property”** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE

NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. **Termination:**

a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:

- i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
- ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
- iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:

- i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
 - c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
 - d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
- 15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
- 16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- 17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
- 18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: City of Sherwood

Grant No. TA-19-170

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
Signature of DLCD Grant Program Manager		

Gordon Howard
Community Services
Division Manager

ATTACHMENT A PROJECT DESCRIPTION AND BUDGET

PROJECT PURPOSE STATEMENT

The City of Sherwood requested funding to retain technical consultants to prepare an economic opportunities analysis (EOA) and develop policy recommendations to implement the technical analysis that has already been completed for a housing needs analysis (HNA) to prepare for growth in the Sherwood area and southern Washington County region. This work will bring the city into compliance with Statewide Planning Goals 9 and 10. The completed HNA and EOA will result in updates to Chapter 9 (Economic Development) and Chapter 10 (Housing) of the City of Sherwood Comprehensive Plan, including goals and implementation policies.

Not only is the City of Sherwood seeing significant growth in terms of size and population, but it is also witnessing a change in the demographics of the population. Sherwood's population is aging and becoming more ethnically diverse. The city is also continuing to attract younger people and more households with children. These trends are likely to create a change in the types of housing Sherwood will need in the future. In addition, Sherwood is part of a complex, interconnected regional economy. Fluctuating fuel and commuting costs and a growing tourism economy driven by the nearby wine region present many opportunities for the city to diversify its economy and generate economic activity. Providing housing options at the income levels those expected of jobs provide will ensure that Sherwood remains livable and affordable future generations.

In light of these pressures, the city has initiated several efforts. In 2015, the city conducted a long-range community planning process and adopted Metro's first preliminary concept plan for Sherwood West, an urban reserve area of 1,291 acres. In 2017, Sherwood City Council annexed 93 acres of land of the "Brookman Addition." In addition, a bond measure passed to build a new Sherwood High School, with the site proposed to be located within the Sherwood West planning area. Metro expanded the urban growth boundary (UGB) to accommodate the school site and, as a result, the city is developing a proposal to bring additional areas within the Sherwood West area surrounding the proposed new school site into the Metro UGB. As part of Metro's 2018 UGB expansion proposal requirements, Sherwood is updating the technical findings of the city's 2015 Housing Needs Analysis to reflect the most current data. However, the HNA was conducted solely for purposes of data analysis rather than policy creation, and will be used as such for Title 11 concept planning as part of the UGB expansion proposal.

In order to move forward with measures to update the city's comprehensive plan, more analysis is needed to modernize land use ordinances, zoning and development codes to guide growth in the near and long-term future. As a one-biennium project, objectives include:

- Promoting economic development and create jobs for residents of Sherwood and surrounding communities.
- Promoting the diversification of housing types to meet the needs of current and future Sherwood residents.
- Updating a buildable lands inventory of residential and employment lands.
- Compiling and analyzing data on economic development trends.
- Identifying commercial and industrial land needs.

- Developing policies to ensure adequate land to accommodate identified residential and employment needs.
- Providing the basis for updating Sherwood’s Municipal Code to implement housing and economic development policies.
- Updating the comprehensive plan to demonstrate compliance with planning goals.

Expected outcomes of these analyses is the assessment of potential sites and sizing for neighborhood retail, professional services and offices, and industrial uses. Through this process, the city is looking to develop clear policies and implementation measures for ensuring quality employment-producing development that strikes a balance between jobs and housing, and reflects the unique history and character of Sherwood. The city proposes to work in coordination with Washington County to ensure the project outcomes also supports regional economic development priorities.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Advisory Committees

The Project will employ a technical advisory committee (TAC) composed of local government and state agency staff and others identified by the TAC.

The role of the TAC is to review Project materials and advise on technical issues throughout the project. TAC members shall generally consist of representatives from Sherwood Chamber of Commerce, Sherwood Main Street, Westside Economic Alliance, Metro, Clean Water Services, Sherwood School District, Washington County, Oregon Department of Transportation, Grantee, DLCD, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by TAC members.

The TAC will meet on a regular basis to review technical analysis and recommendations prepared by Grantee staff and the consultant. Individual TAC members will be responsible for communicating with officials from their respective jurisdictions and to assure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

The Project will use a Policy Advisory Committee. The Comprehensive Plan Citizen Advisory Committee (CAC) will review technical analysis, policies, and documents and make recommendations to the planning commission and elected officials. This committee will supplement the recommendations of the TAC. Since the EOA and HNA policy recommendations are part of a comprehensive plan update. A citizen advisory committee is needed to meet Goal 1 requirements.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project.

Consultant Role

The Project will use consultant services to perform technical analysis related to the EOA and HNA policy recommendations. The consultant is expected to provide public engagement, an analysis and recommendations relating to the EOA and HNA policy recommendations. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled TAC meeting.

Grantee shall prepare meeting agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials electronically to project committee members at least five (5) days prior to any scheduled meeting.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2019.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by April 30, 2018:
 - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
 - c. Identify the number of TAC and CAC meetings needed to complete the project.
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCD Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.

11. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
12. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
13. Grantee will coordinate and provide notice to DLCD, Washington County, Sherwood Chamber of Commerce, Sherwood Main Street, Westside Economic Alliance, Metro, Clean Water Services, Sherwood School District, Oregon Department of Transportation, and the Project consultant of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement. Additional representatives from other affected agencies and organizations may be included as recommended by TAC members.
14. Grantee will consult with the DLCD Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
15. Grantee will submit a written status report quarterly and at the request of the DLCD Grant Manager at any time outside of the reimbursement schedule in addition to the reports required in section 5 of this Agreement or submitted with Attachment C. Quarterly reports shall be submitted in June 2018, September 2018, and December 2018.
16. Grantee will not use grant funds provided under this Agreement for any regularly scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled meetings and hearings.
17. Grantee will submit EOA materials according to the EOA specifications in Attachment D.
18. Grantee will comply with EOA standards and contents requirements per Attachment D. Any EOA Product(s) will be prepared in compliance with requirements of OAR 660-09-0015 as defined in Attachment D.
19. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute’s (Esri) file formats (coverage, shapefile or geodatabase).
20. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/geo/Pages/standards.aspx>, “Oregon GIS Data Standards and Best Practices.” The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
21. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically

restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.

22. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Stakeholder and Public Involvement

Initial outreach, education and information strategy will be designed to provide community members with information about the purpose of Housing Needs and Economic Opportunity Analyses, and eventual comprehensive plan update. A Public Involvement Plan will outline preferred methods of participation, an implementation schedule and desired outcomes.

Activities will include:

- a. Stakeholder interviews.
- b. Develop key messages for use throughout the project.
- c. Host up to two (2) public meetings and online surveys throughout the process.

Products:

- a. Public Involvement Plan
- b. Public communication materials (e.g., key messages, website content, media releases, community newsletter content)
- c. Public meeting materials (e.g., notices, agendas, handouts, meeting notes)

Timeline: February 15, 2018 to December 31, 2018

Task 1 budget: \$15,000

Task 2: Economic Opportunities Analysis

Task 2.1 - Demand Analysis of Employment Growth Potential

The demand analysis will document key economic opportunities and estimate the future demand for commercial and industrial development in Sherwood. This work will build upon the City of

Sherwood Economic Development Strategy (2007), and reflect applicable information obtained in the Tonquin Employment Area (TEA) Concept Plan (2010), TEA Implementation Plan (2015) and the South County Industrial Land Study (funded by a DLCD technical assistance grant in 2016). The analysis will be performed according to the provisions of Attachment D.

Task 2.2 - Inventory of Employment Lands

An updated inventory will be prepared of commercial and industrial land that is vacant, underutilized, or redevelopable according to the provisions of Attachment D. The consultant will help define key parcel characteristics that make land suitable or not suitable for commercial or industrial development or redevelopment.

Task 2.3 - Updated Economic Development Strategy for Sherwood, with Policy

An analysis and comparison of land capacity and demand will be prepared and its implications discussed with the Grantee, the TAC and business community according to the provisions of Attachment D. Based on these discussions, the consultant will develop a five-year action plan (e.g., the implementation measures) to implement and update the city's 2007 Economic Development Strategy and policies. The implementation measures will identify specific actions that the city should take. Feedback from Grantee and the TAC will be used to develop and refine Sherwood's vision for economic development, economic development goals, and implementation measures. A memorandum outlining an economic development vision, strategy, policy recommendations, and implementing measures will be prepared.

Task 2.4 - Prepare Draft Goal 9 Economic Opportunities Analysis Report

A draft Goal 9 Economic Opportunities Analysis report will be prepared that summarizes and synthesizes all the findings, conclusions and recommendations from earlier phases of this task. The Grantee and the TAC will provide input on the draft.

Activities will include:

- a. Prepare Draft Goal 9 Economic Opportunities Analysis report
- b. Conduct two meetings with TAC and one with the CAC
- c. Obtain feedback, and make revisions based on city review.

Task 2.5 - Prepare Final EOA

Based on the feedback received and any needed revisions, a final report will be prepared for consideration by the planning commission and city council. The report will satisfy the compliance requirements of OAR 660-009-0015 (Goal 9 Rule) and address the project objectives. The Grantee will be supported during the public hearing and adoption phase of this project and any needed adjustments will be made to the final report based on feedback from these policy-making bodies.

Task 2.6 - Prepare Draft and Final Economic Development Comprehensive Plan Chapter

Based on the EOA, a comprehensive plan economic development element will be prepared that incorporates the goals and policies of the EOA and is formatted to fit the document style.

Products:

- a. Draft EOA report
- b. Evidence of three TAC/CAC meetings (e.g., agendas, presentation materials, minutes)
- c. Hearings-ready draft EOA

- d. Preliminary and hearings-ready drafts of a comprehensive plan economic development element

Timeline: February 15, 2018 to September 15, 2018

Task 2 budget: \$30,000

Task 3: Policy Recommendations to Complete Housing Needs Analysis

Task 3.1 - Prepare Housing Strategy Memorandum

A memorandum will be prepared that provides specific guidance to community leaders and staff on an overall strategy for providing needed housing to meet the forecasted need.

Topics the memorandum will address include:

- a. Identify local government activities that could be implemented to encourage the availability of housing units at price ranges and rent levels commensurate with household financial capabilities and ensure flexibility of housing location, type, and density.
- b. Provide recommendations on future policy and strategies related to affordable housing, and siting and design review criteria for “missing middle housing.”
- c. Identify appropriate strategies for achieving housing density and types in the city's zoning districts, including recommended housing types.
- d. Identify appropriate local government actions and investments of leadership, capacity, staff time, public finance tools and statutory authority needed to successfully implement recommendations.
- e. Identify available methods to fund local government activities needed to implement Goal 10 recommendations.
- f. Identify economic and regulatory incentives to encourage multi-family development and affordable housing.
- g. Complete a draft and final Housing Strategy memorandum.
- h. Convene a TAC meeting and CAC meeting, and support Grantee in presenting the Housing Strategy Report.
- i. Planning commission and city council meeting, and support Grantee in presenting the Housing Strategy memorandum

Task 3.2 - Prepare Draft Policy Recommendations for the HNA Report

Based on the latest update to the HNA's technical findings, policy recommendations will be proposed to complete a draft HNA report. The draft report will incorporate the final Housing Strategy memorandum, summarizing and synthesizing all findings, conclusions and recommendations. The Grantee and the TAC will provide input on the draft.

Item 3.4 - Prepare Final Policy Recommendations for the HNA

A final HNA will be prepared that incorporates all feedback from Grantee, city council, planning commission and interested parties. The HNA will satisfy the compliance requirements of OAR chapter 660, division 10 (Goal 10, Housing) and ORS 197.295-197.314 and address the project objectives.

Task 3.5 - Prepare Draft and Final Goal 10 Comprehensive Plan Chapter

Based on the HNA, a comprehensive plan housing element will be prepared that incorporates the goals and policies of the HNA and is formatted to fit the document style.

Products:

- a. Final Housing Strategy Memorandum
- b. Evidence of two TAC/CAC meetings (e.g., agendas, presentation materials, minutes)
- c. Hearings-ready draft HNA
- d. Hearings-ready draft comprehensive plan housing chapter

Timeline: July 1, 2018 to December 31, 2018

Task 3 budget: \$5,000

Final Payment

Reimbursement of **up to \$50,000** and the balance of previously unused grant funds from Interim Payment upon submittal of Products listed in Tasks 3. Submit the Products and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2019.**

Budget Summary

Task 1 – Stakeholder and Public Involvement	\$ 15,000
Task 2 – Economic Opportunities Analysis	\$ 30,000
Task 3 – Policy Recommendations to Complete Housing Needs Analysis	\$ 5,000
TOTAL	\$ 50,000

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Anne Debbaut
Metro Regional Solutions Center
1600 S.W. Fourth Avenue, Suite 109
Portland, Oregon 97201

Office: 503-725-2182
Mobile: 503-804-0902
E-mail: anne.debbaut@state.or.us

OR

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0034
E-mail: gordon.howard@state.or.us

Payment requests should be sent to:

Grants Administrative Specialist

Tabatha Hoge
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0054
E-mail: DLCD.GFGrant@state.or.us

Attachment C

**Department of Land Conservation and Development (DLCD)
2017-2019 Request for Interim Reimbursement / Final Closeout**

Grantee Name City of Sherwood		Grant No. assigned by DLCD TA-19-170	Final Reimbursement Yes No
Grant Agreement Start Date From: Execution	Project End Date To: May 31, 2019	Period covered by this Reimbursement From:	Period covered by this Reimbursement To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
Transactions	Previously Reported	This Reimbursement	Cumulative
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
5. Total (add lines 1-4)			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
10. Total (add lines 6-9)			
11. Reimbursement requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
12. <u>Certification</u> : I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final reimbursement.			
13. Typed or Printed Name and Title		14. Address where reimbursement is to be sent	
15. Signature of Authorized Certifying Official		16. Date Reimbursement Submitted	

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

DLCD CERTIFICATION			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that reimbursement in the amount of \$_____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and reimbursement in the amount of \$_____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

Attachment C – Instructions

Department of Land Conservation and Development 2017-2019 Planning Technical Assistance Grant Agreement Interim Reimbursement and Closeout Form Instructions

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@state.or.us. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final reimbursement has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Reimbursement box, highlight or circle “No” for interim reimbursements and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this reimbursement” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the reimbursement descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Reimbursement”** column – captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Reimbursement” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 “DLCD Grant Expenditures This Reimbursement” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where reimbursement should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a reimbursement can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@state.or.us, or (2) via the DLCD FTP site (contact Grants Administrative Specialist for instructions) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE Suite 150
Salem, OR 97301

**Content Standards and Requirements
For Economic Opportunities Analysis Products
For the City of Sherwood TA-19-170**

Objective: To identify likely industrial and other economic development opportunities and corresponding employment land needs over the planning period of the next 20 years, plus up to an additional 30 years for communities planning for designated urban reserve land. This attachment provides the typical tasks and required deliverables of an Economic Opportunities Analysis (EOA) funded by the Department of Land Conservation and Development.

Preparation

Purpose: Reduce cost and delay, anticipate obstacles, prevent surprises, and keep planning activities aligned with local and state policy.

Products: (1) A locally approved Statement of Community Economic Development Objectives. (2) Description of the study area and planning area; (3) Evidence of support and coordination from key cooperating organizations and agencies as identified in the Project Description and Budget in Attachment A.

Typical activities include:

- Review of applicable administrative rule requirements with DLCD staff to understand key concepts. Pay special attention to:
 - OAR 660-009-0005(10), Short-term supply of land;
 - OAR 660-009-0015, Economic Opportunities Analysis;
 - OAR 660-009-0020(1)(a), Economic development objectives;And, if applicable:
 - OAR 660-024-0040(5), Employment land need;
 - OAR 660-024-0040(8), Safe harbors.
- Prepare an informal draft Statement of Community Economic Development Objectives that describes the community's broad goals for economic development. Economic development planning typically looks back at the economic history of the area and the forces affecting development. It also looks forward at new opportunities to define actions a local government can take to attain an achievable and sustainable result.
- Define a study area to analyze for economic and land use trends. This is typically a region that shares interdependent economic activity. Describe why the area was chosen and include a brief narrative about current conditions and activity.
- Define a planning area, which is typically the existing urban growth boundary and may include potential expansion and urban reserve areas. In Metro, it may be the city limits or urban service delivery area. It is useful to describe why the area was chosen, and include a brief narrative about current conditions and activity.

- Gather and review any available regional economic development, employment data, real estate market data and area context information that has been published by entities such as: state and local governments; economic development agencies; ports and other development districts; and Business Oregon.
- Meet with federal, state, regional and local economic development agencies to discuss cooperation, participation and possible sources of funding for planning and implementation activities.
- Identify typical planning and implementation policies, activities and tools, and gather evidence of support from key cooperating organizations (especially municipal and county boards and commissions, and Oregon's Regional Solutions Team).

Trend Analysis

Purpose: Identify economic development opportunities likely to expand or locate in the study area within the planning period. Determine the percentage of the study area's employment growth that can reasonably be expected to occur within the planning area. Determine how economic trends affect the planning area.

Products: (1) An estimate of job growth associated with the economic development opportunities likely to expand or locate in the planning area within the planning period consistent with OAR 660-024-0040(5), Employment Land Need.

The estimate should be based on an employment forecast for the region the city is located in from the Oregon Department of Employment, a custom employment forecast prepared by a competent professional, or an estimate of job growth including reasonable justification for the job growth estimate. Clearly describe the employment forecast method being used, and include the data, the analysis, and the conclusions. Include a narrative that explains the factors that determine the planning area's capture of employment growth in the study area.

(2) An explanation of national, state, regional, county, and local economic trends and how these trends affect the planning area. Identify uses or category of uses that could reasonably be expected to expand or locate in the planning area and why the area possesses the appropriate locational factors for these use(s) or category of use(s).

(3) Explanation of employment land uses appropriate for the study area based on results of the trend analysis.

Typical activities include:

- Review OAR 660-009-0005, Definitions, to understand of key concepts and terms, and OAR 660-009-0015(1), Review of Economic Trends
- Meet with Oregon Department of Employment staff to discuss employment trends in the study area.
- An EOA that relies on an employment forecast provided by the Department of Employment may reduce cost and potential delay, particularly is the city is

anticipating a UGB amendment. Refer to OAR 660-024-0040(8), Safe Harbors. Cities with circumstances that require a customized estimate of job growth that is not available from the Department of Employment should contract for specialized services from competent professionals.

- Review national, state, regional, county, and local economic trend data including, but not limited to, population and job forecasts by sector over the planning period.
- Consult with local and state economic development professionals regarding local economic development potential for industrial and other employment opportunities in the study area and the planning area. Incorporate results of consultations into the EOA.
- Acquire and incorporate information published by Business Oregon documenting demand for sites in the study area that may not be reflected in the current employment data.
- Identify the employment land uses appropriate for the study area based on results of the trend analysis.

Site Suitability Analysis

Purpose: Understand the types of sites needed to successfully implement the Statement of Community Economic Development Objectives.

Products: Catalog of the range of site types suitable for the employment uses likely to expand or locate in the planning area.

Typical activities include:

- Review OAR 660-009-0015(2), Identification of Required Site Types.
- Identify “site characteristics” that are necessary for typical or targeted uses to operate. This can be specific site sizes, special site requirements, or other characteristics affecting the needed land supply such as a mixture of site sizes or sites with proximity to facilities. Identify land needs that may arise from the expansion of existing businesses and the recruitment or location of new businesses into the study area.

A site characteristic must be closely related to a particular use or group of uses with similar site needs. A narrow definition of the use could lead to more specific site characteristics.

- Acquire and incorporate information published by Business Oregon that documents specific market-based development practices and site requirements that may affect the current inventory and need for additional suitable employment land.

Inventory of suitable sites

Purpose: Determine the current availability of sites that are suitable for employment uses to help the city decide whether additional land or sites are required in order to accommodate the forecasted need.

Product: Inventory of available sites suitable for employment uses likely to expand or locate in the planning area within the planning period.

Typical activities include:

- Review OAR 660-009-0015(3), Inventory of Industrial and Other Employment Lands.
- Identify and analyze the planning area's existing supply of industrial and other employment lands for development constraints. The constraints may include wetlands, wildlife habitat, steep slopes, infrastructure deficiencies, parcel fragmentation, natural hazard areas, ownership patterns, and other suitability and availability criteria in order to determine the readiness of the current land supply for industrial and other employment development.
- Examine opportunities for redevelopment of existing sites, including sites in the core areas of cities. A local government may consider the cost of preparing land for the designated use as part of an EOA by including a residual value analysis prepared by a competent professional as part of the analysis of development constraints.
- Examine existing firms in the planning area to identify the types of sites that may be needed for expansion.
- Apply the site characteristics identified in the suitability analysis to the vacant and re-developable sites to determine which are suitable for employment uses. The likelihood the site will be on the market for sale or lease is not a consideration for long-term supply of employment land.
- Provide tabular and mapped data showing the results of the analysis. Document assumptions and findings. The inventory must identify vacant and developed (*i.e.*, re-developable) sites in the planning area and describe development constraints and site characteristics for each site.
- As part of any adjustment to a UGB for employment land, review employment land need and associated policies in OAR 660, division 24. OAR 660-024-0040(5) requires a determination of the need for a short-term supply of land. OAR 660, division 9, encourages local governments to include policies relating to the short-term supply of land. Designation of short-term supply is described in OAR 660-009-0025(3).

Assessment of potential

Purpose: To judge the attributes of the city that create advantages and disadvantages for economic development, and make informed estimates of the types and amounts of employment uses likely to locate in the planning area during the planning period.

Products: An estimate of the need for employment land within the planning area for the planning period by category of site type. It is encouraged that the EOA include a brief narrative of identified process, cost, or risk factors and describe the community's ability to manage those factors.

Typical activities include:

- Assess economic development potential by analyzing factors such as location, size and buying power of local and export markets for goods and services; workforce training opportunities; availability of transportation facilities for access and freight mobility; access to suppliers and utilities, including telecommunications; and other service infrastructure.
- Estimate the types and amounts of industrial and other employment uses likely to occur in the planning area. Refer to Assessment of Community Economic Development Potential in OAR 660-009-0015(4).
- It is advantageous but not required to identify pertinent planning and implementation, process, cost, and risk factors associated with the designation of additional employment land.
- Based on the information collected in this and previous steps, estimate the total number of sites likely to occur in the study area for the planning period by categories of sites.

Develop detailed implementation policies based on completion of previous steps

Purpose: Provide specific guidance to community leaders and staff.

Products: For grants that include an implementation or policy-development task, provide a list of recommended economic development implementation policies to be included in the comprehensive plan update or plan amendment that were identified by the EOA process. It is not necessary for an EOA to include a complete implementation plan, which may follow and could include additional items.

Typical activities include:

- Identify local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives. Include changes to the land supply, updates to comprehensive plans, additions to infrastructure facilities, new intergovernmental agreements, updated management practices, public-private partnerships, workforce training and adjustments to real estate economic factors. Include techniques to increase the community's ability to respond to economic development opportunities with speed and flexibility.

- Identify appropriate local government actions and investments of leadership, capacity, staff time, public finance tools and statutory authority needed to successfully implement the Statement of Community Economic Development Objectives.
- Identify available methods to fund local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives.
- If using an estimate of job growth with reasonable justification to complete the trend analysis, the local government should identify investments in infrastructure, work force, amenities, and other community improvements necessary in order to attract the job growth. Demonstrate that methods are available and there is local commitment to fund those improvements.
- If using a residual value analysis to justify an adjustment to the current supply of suitable sites, the local government must apply the same analysis to all sites proposed for changes of designation, including all proposed expansion sites outside the current UGB. The local government must identify policies to correct residual value development constraints within the planning period, or reasonably demonstrate that correction is not possible. Use of a residual value analysis is intended to remove from the short-term inventory those inventoried industrial sites with a persistent negative residual value. These sites have development constraints that cannot be resolved for the designated use by reasonable local government action within the planning period.

Final Draft

Present a draft EOA to the advisory committee and the regional Business Development Officer for Business Oregon for comment. Incorporate the comments into final product.

TO: Sherwood City Council

FROM: Katie Henry, Finance Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2018-014, Amending the City's FY2017-18 Fee Schedule

Issue:

Should the City of Sherwood amend the Fee Schedule, effective March 1, 2018?

Background:

The City collects several fees on behalf of other agencies. These are listed in the City's Fee Schedule in Appendix A so that the public can reference all fees collected by the City, even if they are not set by the City.

At its January 10, 2018 Board Meeting, the Sherwood School District's Board approved increasing the Construction Excise Tax as shown in Exhibit 1. This increase is effective March 1, 2018. These changes have been made to Appendix A in an effort to keep the City's Fee Schedule up to date with the fees set by other jurisdictions.

Also, on February 6, 2018, Resolution 2018-011 was approved by City Council updating the Sidewalk Repair Assistance Program. In reviewing associated documentation it was determined that certain information about this program was included in the fee schedule despite the fact that the information included did not constitute a fee. Given this fact along with the changes to be implemented through the passing of the above-referenced resolution, staff recommends removing this item from the fee schedule. Note, however, that the sidewalk repair fee would remain in the fee schedule. The proposed changes have been identified in Exhibit 2 to this staff report.

Financial Impacts:

This updated fee schedule has no impact on the City's finances as the Excise Tax fees in question are passed on to the School District and are not reflected as revenues or expenses for the City. There is no impact of the removal of the Sidewalk Repair Assistance Program from the fee schedule.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2018-014, amending the City's FY2017-18 Fee Schedule.

Attachments:

- Exhibit 1 – Letter from Sherwood School District

- Exhibit 2 – Edited Version of Fee Schedule



A GREAT PLACE FOR ALL KIDS

Sherwood School District 88J
23295 SW Main St. • Sherwood, OR 97140
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www.sherwood.k12.or.us

January 22, 2018

Katie Henry, Finance Director
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

Re: Increase in Construction Excise Tax

Dear Katie,

The City of Sherwood has been collecting the Construction Excise Tax on behalf of the Sherwood School District.

At its January 10, 2018 Board Meeting, the District’s Board approved increasing the Construction Excise Tax as shown below:

Construction Excise Tax	Current Rate	Approved January 10, 2018
Residential per square foot	\$1.04	\$1.26
Non-Residential per square foot	\$0.52	\$0.63
Non-Residential Maximum per building	\$25,925	\$31,400

The rates approved January 10, 2018 are to be *effective March 1, 2018*.

Please take the steps necessary to collect these new rates at your earliest convenience.

If you have any questions, please contact me. My phone number is 503-825-5040. My email address is pjohanson@sherwood.k12.or.us.

Sincerely

Phil Johanson
Finance Director

SECTION 6: UTILITY CHARGES FOR SERVICE

K) Un-Authorized Water Hook Up:

- Un-authorized water hook up \$152.40 *(Plus water use charges billed at current rate)*

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

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

M) Usage of Meter Key

- Deposit refundable with key return \$25

N) Water Use Restriction – Penalties

- First notice of violation \$102
- Second notice of violation \$306
- Third notice of violation \$510

O) Sanitary Rates:

See appendix A for fees collected on behalf of CWS

- Sherwood sewer utility user base rate per EDU \$5.28
- Sherwood sewer utility usage rate per CCF \$0.31
- Damage or Repair to Sewer Utility actual time and material
- Illegal Discharge to Sewer Utility actual time and material

P) Storm Rates:

See appendix A for fees collected on behalf of CWS

- Sherwood storm water utility user rate per ESU \$13.45
- Damage or Repair to Storm Utility actual time and material

Q) Street Fees:

	Street Maintenance	Street Light	Sidewalk Repair	Safe/New Sidewalks
• Single family residential - Monthly per Account	\$2.03	\$2.36	\$0.53	\$0.70
• Multi Family - Monthly per EDU	\$2.03	\$2.36	\$0.53	\$0.70
• Non – residential/Commercial - Monthly per ESU	\$2.03	\$0.68	\$0.17	

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

~~The homeowner shall be responsible for:~~

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

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

~~Payment arrangements will be made available to homeowners and must be paid within 12 months of the date of the first bill. Homeowner's failure to pay their portion of the costs may result in a lien being placed on their property and all costs associated.~~

APPENDIX A: FEES CHARGED ON BEHALF OF OTHER AGENCIES

APPENDIX A: FEES CHARGED ON BEHALF OF OTHER AGENCIES

Note: The fees in this section are set by other jurisdictions and the City has agreed to collect the fee on their behalf. The fees listed are provided as a courtesy and are based on the fee set at the time this fee schedule was adopted. Any changes to the fees imposed by the other jurisdictions may not be reflected in this section.

A) Clean Water Services Fees

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

1. Sewer Utility Charges

- CWS regional sewer utility user base rate per EDU \$23.67
- CWS regional sewer utility user franchise fee per EDU \$1.18
- CWS regional sewer utility usage rate per CCF \$1.56
- CWS regional sewer utility usage franchise fee per CCF \$.08

2. Sewer SDC

- CWS regional connection charge \$5,500
- Portion retained by the City (3.983%) \$ 219.07
- Portion remitted to CWS (96.017%) \$5,280.93

3. Surface Water

- CWS regional surface water base rate per EDU \$2.06
- CWS regional surface water base franchise fee per EDU \$.10

B) State of Oregon – Department of Consumer and Business Services

Fee charged on all building and mechanical permits; as well as commercial plumbing and medical gas permits.

- 1. **State Surcharge** 12% of Building Permit fee
- 2. **Manufactured Dwelling or Cabana Installation** \$30

C) Sherwood School District

Fee charged on all building permits.

- 1. **Residential CET** ~~\$1,041.26~~ per square foot of dwelling
- 2. **Non-Residential CET** Non-residential ~~\$0,520.63~~ per square foot maximum of
\$25,92531,400

D) METRO

Fee charged on building permits.

- 1. **METRO CET** 0.12% of the total value of the improvement when it exceeds \$100,000 valuation



RESOLUTION 2018-014

AMENDING THE CITY'S FY 2017-18 FEE SCHEDULE

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

WHEREAS, the current Fee Schedule was adopted on December 5, 2017 through Resolution 2017-087; and

WHEREAS, the current Fee Schedule includes section 6 (R) Sidewalk Repair Assistance Program; and

WHEREAS, the information about the Sidewalk Repair Assistance Program included under that section does not constitute a fee, and is outdated pursuant to changes to said program approved by City Council by Resolution 2018-011 on February 6, 2018; and

WHEREAS, the City of Sherwood has been collecting the Construction Excise Tax on behalf of the Sherwood School District; and

WHEREAS, this fee is included in Appendix A of the current Fee Schedule; and

WHEREAS, at its January 10, 2018 Board Meeting, the Sherwood School District's Board approved increasing the Construction Excise tax; and

WHEREAS, the revised Construction Excise Tax rates are to be effective March 1, 2018.

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

Section 1. The City of Sherwood FY2017-18 Fee Schedule is hereby amended to read as set forth in Exhibit A, attached hereto.

Section 2. This Resolution shall become effective March 1, 2018.

Duly passed by the City Council this 20th day of February, 2018.

Lee Weislogel, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder
Resolution 2018-014
February 20, 2018
Page 1 of 1, with Exhibit A (31 pg)



Home of the Tualatin River National Wildlife Refuge

The City of Sherwood, Oregon Master Fees and Charges

Exhibit A
Resolution 2018-014
Revised: 02/20/2018
Effective 03/01/2018

Also available online at
www.sherwoodoregon.gov



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SECTION 1: GENERAL

SECTION 1: GENERAL CHARGES FOR SERVICE

A) Staff Rates:

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

1. For individuals listed on the salary schedule.
 - Fully loaded hourly rate applicable at time of service.

B) Business License:

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

1. Business - Inside Sherwood \$75 plus \$6 per employee working more than 20 hours per week.
2. Business - Outside Sherwood \$107.50 plus \$6 per employee working more than 20 hrs per week.
3. Temporary license Fee is the same as a regular business license.
4. Late fee for renewals \$5 per month or portion of a month late.
5. Violation of provision Up to \$250 per violation.

C) Liquor License:

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

- | | | |
|----|---|-------|
| 1. | Original application | \$100 |
| 2. | Temporary license | \$35 |
| 3. | Change in ownership, location, or privilege | \$75 |
| 4. | Renewal of license | \$35 |

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

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

- | | |
|--|---|
| <ol style="list-style-type: none"> 1.) <u>Cable and Broadband Services</u>
Frontier
5% of gross revenue
Ordinance No. 2007-008 Exp. 10/31/22 3.) <u>Cable and Broadband Services</u>
Comcast
5% of gross revenue
Resolution No. 2000-857 Exp. 9/5/26 | <ol style="list-style-type: none"> 2.) <u>Natural Gas</u>
Northwest Natural Gas
5% of gross revenue collected
Ordinance No. 2006-016 4.) <u>Garbage/Solid Waste</u>
Pride Disposal
5% of gross revenue
Ordinance No. 98-1049 Exp. 11/1/19 |
|--|---|

D.2. Privilege Taxes and Associated Fees:

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

1)	License application fee	\$50
2)	<u>Telecommunications Utilities (as defined in ORS 759.005)</u> Privilege tax: 7% of gross revenues as defined in ORS 221.515.	
3)	<u>Utility Operators that provide service within the city (as defined in SMC 12.16.120.A.1)</u> <u>Not Listed Above</u> Privilege tax: 5% of gross revenues.	

SECTION 1: GENERAL

4)	<u>Utility Operators that do not provide service within the city (as defined in SMC 12.16.120.A.2)</u>	<u>\$2.90/Lineal foot or \$4,000 whichever is greater</u>
5)	<u>Utility Operators limited to facilities mounted on structures in the Right of Way (as defined in SMC 12.16.120.A.3)</u>	<u>\$5,000 per structure</u>

E) Public Record Fees:

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

SECTION 2: LIBRARY

SECTION 2: LIBRARY FINES AND FEES

A) General Fees:

1.	Damaged/lost material	based on extent/\$5 processing fee
2.	Overdue materials (except juvenile materials)	\$0.25 per day
3.	Non-resident card	\$140.00 annually
4.	Computer & wireless printing	\$0.10 per page
5.	Replacement library card	\$1.00 per card
6.	General copies on the public copier	\$0.10 per page
7.	USB Drive	\$6.00
8.	Headphones	\$2.00

SECTION 3: POLICE

SECTION 3: POLICE FINES AND FEES

(A) Police Reports:

- | | | |
|---------------------|------|------------|
| 1. Copies of report | \$20 | per report |
| 2. Audio recordings | \$25 | per disc |

(B) Vehicle Impound:

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

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

(C) Parking Violation Fees:

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

(D) Miscellaneous Police Fees:

- | | | |
|--|---------|-----------------------|
| 1. Copies of photographs (12 exposure) | \$15 | plus processing costs |
| 2. Copies of digital photographs/photo files | \$25 | per disc |
| 3. Fingerprinting | \$25.40 | per card |
| 4. Records/Background checks | \$15.24 | per request |

SECTION 4: MUNICIPAL COURT

SECTION 4: MUNICIPAL COURT FINES AND FEES

A) Court Fees:

1.	Failure to appear – arraignments	\$50
2.	Failure to appear – trials	\$150
3.	Failure to comply	\$20
4.	Turned over to collection agency (<i>Not to exceed \$250</i>)	25% of the amount owed
5.	Set-up fee for citation time payment plan (<i>Not to exceed \$250</i>)	25% of the amount owed
6.	Vehicle compliance program – administrative fee	\$35
7.	License reinstatement fee	\$50
8.	Seatbelt Diversion Program	\$40
9.	Traffic School Diversion Programs	
	• Class A	\$285
	• Class B	\$155
	• Class C	\$80
	• Class D	\$45
10.	Suspension fee	\$70
11.	Fireworks Diversion Program	
	• Firework Diversion Fee	\$100

B) Dog Fees:

1.	Animal noise disturbance	\$250
2.	Animal waste on public or another's private property	\$250

SECTION 5: PARKS & RECREATION

SECTION 5: PARKS & RECREATION CHARGES FOR SERVICES

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

A) Player Fees:		<u>Resident</u>	<u>Non-Resident</u>
•	Sherwood youth	\$15	\$20
•	Adult leagues	\$15	\$20
a)	All fees are per player and per season		
b)	Youth fees include SFPA, SJBO, SBO, SYSC, SVB, SYLC, SYTC, and SYFA		
B) Athletic Field User Charges:			
<u>Natural Turf</u>		<u>Non-Peak (8am -3pm)</u>	<u>Peak (3pm – dark)</u>
•	Group reservations-Non profit	\$25/hour	\$45/hour
•	Group reservations-For profit	\$35/hour	\$55/hour
•	Private reservations-resident	\$15/hour	\$20/hour
•	Private reservations-non-resident	\$20/hour	\$25/hour
•	Light Fee	\$25/hour	\$25/hour
<u>Artificial Turf</u>		<u>Non-Peak (8am -3pm)</u>	<u>Peak (3pm – dark)</u>
•	Commercial/for profit-Resident	\$65/hour	\$85/hour
•	Commercial/for profit-Non-resident	\$75/hour	\$100/hour
•	Non-profit-Resident	\$40/hour	\$65/hour
•	Non-profit-Non-Resident	\$45/hour	\$65/hour
•	Private reservation-Resident	\$50/hour	\$65/hour
•	Private reservation-Non-Resident	\$65/hour	\$80/hour
•	Light Fee	\$25/hour	\$25/hour
<u>High School Stadium/Turf</u>		<u>Resident</u>	<u>Non Resident</u>
•	Practice time - youth	\$20/hour	\$40/hour
•	Practice time - all others	\$50/hour	\$75/hour
•	Games – youth	\$25/game	\$50/game
•	Games - all others	\$60/game	\$80/game
•	Light fee	\$25/hour	\$25/hour
•	Open/close facility	\$30/hour (1 hr. min)	\$30/hour (1 hr. min)
<u>Snyder Park Tennis Court – Camp/Tournament</u>		\$25/hour	\$35/hour
<u>Snyder Park Concessions Stand</u>		\$20/day or \$100/mth	N/A
<u>Tournament fee</u>			
•	Resident	Covered under per player/per season league fee	
•	Non-resident	\$80/Hour	
•	Sherwood youth league	Covered under per player/per season league fee	
•	Sherwood adult league	Covered under per player/per season league fee	
•	Light Fee	\$25/hour	
<u>Gym Fees</u>		<u>Resident</u>	<u>Non Resident</u>
•	Drop in gym programs	\$3/per person	\$6/per person
•	Commercial – for profit	\$60/hour	\$80/hour
•	Non-profit groups	\$30/hour	\$50/hour
•	Private reservations	\$40/hour	\$60/hour
•	Opening/Closing of Facility	\$30/Hour (1 hr. Min)	\$30/Hour (1 hr. Min)
C)	Robin Hood Theater Sign:	\$15/per day (\$60 Minimum)	

SECTION 5: PARKS & RECREATION

D) Picnic Shelter:	<u>Resident</u>	<u>Non Resident</u>
• Rentals	\$45/4 hour or \$90 day	\$65/4hour or \$135/day

E) Amphitheater Rental:	\$75/4hour or \$150/day	\$100/4hour or \$200/day
When reserving the Amphitheater you must also reserve the picnic shelter		

F) Field House Fees:

Team Fees

- | | |
|--------------|--|
| • Adult team | \$500 plus a \$50 late fee if not paid by the due date |
| • Youth team | \$500 plus a \$25 late fee if not paid by the due date |

Player Cards

- | | |
|----------------------|------|
| • Adult player cards | \$10 |
| • Youth player cards | \$7 |

Rental Fees

- | | |
|------------------------------------|-----------|
| • Day time fees (7 a.m. – 3 p.m.) | \$40/hour |
| • Evening fees (3 p.m. – midnight) | \$75/hour |

Open Play Fees

- | | |
|------------------------|----------------|
| • Pre-school play fees | \$3/per child |
| • 10 play punch card | \$25 |
| • Adult open play fees | \$5/per person |

Birthday Parties

\$150

Party Room Rental

\$25/hour

Concessions and Merchandise

Varies

G) Special Event Fees

Permit Fees

- | | | |
|------------------|------------------------|----------------------------|
| • Non-Profit Fee | <u>Resident</u> | <u>Non Resident</u> |
| • For-Profit Fee | \$75 | \$125 |
| | \$150 | \$200 |

Street Closure for Special Event

- | | | |
|------------------|---------------------|---------------------|
| • Non-Profit Fee | \$125/day per block | \$150/day per block |
| • For-Profit Fee | \$175/day per block | \$200/day per block |

Street Closure for Festival (more than four blocks)

- | | | |
|------------------|-----------|-----------|
| • Non-Profit Fee | \$400/day | \$425/day |
| • For-Profit Fee | \$450/day | \$475/day |

H) Film Permit

- | | |
|--|-----------------|
| • Small productions (no street closures, staging, city services, or park closures) | \$250 per day |
| • Large production (requires street closure, city services, staging, etc.) | \$1,000 per day |

SECTION 5: PARKS & RECREATION

I) Marjorie Stewart Center Fees:

	Resident Non-Prof	Non-Res Non-Prof	Resident	Non-Resident
Hourly Facility Rentals				
• Dining Room (2 hr minimum)	\$45/hr	\$55/hr	\$75/hr	\$85/hr
• Large Classroom	\$30/hr	\$35/hr	\$55/hr	\$65/hr
• Small Classroom	\$20/hr	\$25/hr	\$30/hr	\$35/hr
• Lounge	\$20/hr	\$25/hr	\$35/hr	\$40/hr
• Kitchen-Catering (2 hr minimum)	\$15/hr	\$20/hr	\$25/hr	\$30/hr
• Full Kitchen with Dining Room (2 hr minimum)	\$75/hr	\$100/hr	\$125/hr	\$140/hr
• Full Kitchen – Commercial	\$50/hr	\$60/hr	\$75/hr	\$85/hr
Refundable Cleaning & Security Deposit				
• Dining Room & Kitchen				\$500
• Lounge, Large Classroom, Small Classroom				\$100
• Key Deposit				\$75
Program Fees:				
• Lunch Program				\$4/meal
• Facility Monitor				\$15/hr

A fully refundable deposit will be required for facility rentals and must be submitted to secure the facility rental. Events may require Facility Monitors as determined by Manager.

	Once a week* Non Profit	Once a week* For Profit	Twice a month** Non Profit	Twice a month** For Profit
Monthly Facility Rentals				
• Dining Room	\$120	\$300	\$60	\$150
• Large Classroom	\$80	\$200	\$40	\$100
• Small Classroom	\$60	\$150	\$30	\$75
• Lounge	\$60	\$150	\$30	\$75
• Entire building	\$150	\$375	\$75	\$188

- *Not to exceed 52 visits per year
- ** Not to exceed 24 visits per year

SECTION 5: PARKS & RECREATION

J) Sherwood Center for the Arts Fees:

Facility Rentals

Main Hall Rates: Main Hall rentals include use of dressing room & lobby, all seating & tables, and require a 2 hour minimum rental.

	Resident Non-Prof	Non-Res Non-Prof	Resident	Non- Resident
• Presentation - with seating for up to 400	\$105/hr	\$125/hr	\$175/hr	\$195/hr
• Presentation - during business hours	\$90/hr	\$110/hr	\$160/hr	\$180/hr
• Empty Room - with up to 10 chairs only	\$95/hr	\$115/hr	\$165/hr	\$185/hr
• Empty Room - during business hours	\$80/hr	\$100/hr	\$150/hr	\$170/hr
• Small Banquet – for under 100 guests	\$105/hr	\$125/hr	\$175/hr	\$195/hr
• Small Banquet - during business hours	\$90/hr	\$110/hr	\$160/hr	\$180/hr
• Banquet – for 100+ people	\$115/hr	\$135/hr	\$185/hr	\$210/hr
• Banquet – during business hours	\$100/hr	\$120/hr	\$170/hr	\$195/hr

Equipment: fees are one-time charges based on usage as listed

• Kitchen	\$50
• Patio (charged when furniture and/or accessories are used outside)	\$125
• Pipe & Drape system	\$175
• Carnival Games (charged per game, per day of use)	\$35/ea
• Stage Riser	\$100
• Basic AV (Sound & Lights controlled from floor, mic, screen, projector and podium)	\$50
• Advanced Tech (Main Hall only - Live musicians, additional mics, monitors, light refocus/ hang) Requires an AV Technician for the event	\$120
• Portable Projector	\$30

Staff Charges:

• Facility Monitor	\$15/hr
• AV Technician	\$30/hr

Other areas to rent:

• Classroom	\$30/hr	\$35/hr	\$40/hr	\$45/hr
• Classroom - during business hours	\$15/hr	\$20/hr	\$25/hr	\$30/hr

Classroom rentals include use of classroom furniture & whiteboard, and can accommodate 25 in chair rows, or 16 at tables. Minimum 2 hour rental.

• Lobby	\$60/hr	\$65/hr	\$70/hr	\$75/hr
----------------	---------	---------	---------	---------

Lobby rentals include tables and chairs. Minimum 2 hour rental required.

A fully refundable deposit in the amount of \$200 will be required for standard facility rentals and must be submitted to secure the facility rental. For rentals under \$200 in total fees, a deposit of \$50 must be submitted to secure the facility rental. For rentals under \$50 in total fees, full payment must be submitted to secure the facility rental. Events may require additional Facility Monitors as determined by Manager.

SECTION 5: PARKS & RECREATION

Production Rentals

Base Rates:	Resident Non-Prof	Resident	Non-Resident Non Profit	Non- Resident
<ul style="list-style-type: none"> • Performance 	\$95/hr	\$105/hr	\$100/hr	\$110/hr

Performance hours include one half hour before “house open” and one half hour after “final curtain.”

Production rentals have a minimum requirement of 4 paid hours.

All production rentals include:

- Theater seating for up to 400
- Dressing room
- Lobby
- 2 hours of rehearsal and prep time on the day of the rental.

Productions Rentals with 2 days or more of performances will *additionally* include:

- 12 hours of rehearsal time
- 6 designated hours of technical load-in time

Additional Rehearsal & Prep Hours – any hours that the facility is being used in *addition* to included prep and rehearsal hours:

• Rehearsal & Prep	\$55/hr	\$60/hr	\$58/hr	\$63/hr
• Rehearsal & Prep - during business hours	\$40/hr	\$45/hr	\$43/hr	\$48/hr

Amenities and Staffing:

• Additional Facility Monitor	\$15/hr			
• Light and/or Sound Technician	\$15-\$30/hr*	*Based on required skill level		
• Classroom(s)	\$20/day	as additional dressing room		
• Tech Usage (lights and sound)	\$100	Per day of use		
• Lift Usage	\$200**	Per production		
		**Must provide operator certification		

A fully refundable deposit in the amount of \$500 will be required for production rentals and must be submitted to secure the facility rental.

Events may require additional Facility Monitors as determined by Manager.

Classes, Activities and Events

- Fees for Events and Activities presented by the City of Sherwood will be designed to cover expenses associated with programs. Factors included in the base rate are: staff wages, facility operations, supplies & materials, advertising, and administration.
- Contracted program and class fees will cover total expenses. Instructors are paid a negotiated sum based on a percentage of the program fee.
- For programs and classes presented by the City of Sherwood, non-residents may be charged up to 1.5 times the base rate.

SECTION 6: UTILITY CHARGES FOR SERVICE

SECTION 6: UTILITY CHARGES FOR SERVICE

Water Utility Rates

RESIDENTIAL, MULTI-FAMILY, AND COMMERCIAL WATER SERVICE

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

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

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

A) Residential and Multi-Family Rates

Customer Class/ Meter Size	Base Charge (\$/Month)	Consumption Rate (\$/100 gallons)	
		First 21,000	Over 21,000
5/8 - 3/4"	\$20.28	\$0.56	\$0.87
3/4"	\$22.88	\$0.56	\$0.87
1"	\$25.07	\$0.56	\$0.87
1-1/2"	\$44.56	\$0.56	\$0.87
2"	\$64.80	\$0.56	\$0.87
3"	\$130.38	\$0.56	\$0.87
4"	\$222.76	\$0.56	\$0.87
6"	\$462.44	\$0.56	\$0.87
8"	\$855.96	\$0.56	\$0.87
10"	\$1236.09	\$0.56	\$0.87

B) Commercial Rates

Customer Class/ Meter Size	Base Charge (\$/Month)	Consumption Rate (\$/100 gallons)	
		First 21,000	Over 21,000
5/8 - 3/4"	\$20.96	\$0.62	\$0.62
3/4"	\$23.66	\$0.62	\$0.62
1"	\$25.92	\$0.62	\$0.62
1-1/2"	\$46.07	\$0.62	\$0.62
2"	\$66.98	\$0.62	\$0.62
3"	\$134.77	\$0.62	\$0.62
4"	\$230.27	\$0.62	\$0.62
6"	\$478.00	\$0.62	\$0.62
8"	\$884.77	\$0.62	\$0.62
10"	\$1,277.68	\$0.62	\$0.62
Irrigation	Base Charge from above	\$0.87	\$0.87

SECTION 6: UTILITY CHARGES FOR SERVICE

C) Fire Protection Service:

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

Customer Class/Meter Size	Base Charge
• 4" and under	\$32.52
• 6"	\$54.35
• 8"	\$77.17
• 10"	\$106.16
• Water service connection in ROW	Actual time and materials

D) Hydrant Rentals:

Fire hydrant permits - mandatory for fire hydrant use

• Three month permit (plus water usage at current rate)	\$55.88
• Six month permit (plus water usage at current rate)	\$81.28
• Twelve month permit (plus water usage at current rate)	\$132.08
• Penalty for unauthorized hydrant use	\$500
• Penalty for using non-approved (un-inspected tank)	\$950
• Failure to report water usage (per day for period not reported)	\$15
• Hydrant meter - refundable deposit	\$1,180.00
• Hydrant meter – daily rental (plus water usage at current rate)	\$20.32
• Hydrant meter read – monthly reads	\$50.80
• Hydrant meter setup – Initial setup of meter on hydrant	\$50.80
• Flow testing of fire hydrants	\$162.56

E) Account Activation and De-Activation:

Water Service on or off water at customer's request

• Deposit for application of service (Prior Collection Customers)	\$100
• New account fee	\$15.24
• First call – during office hours, Monday-Friday, except snowbird turnoffs	No Charge
• Activation after office hours and weekends	\$60.96
• Leaks or emergencies beyond customer control anytime	No Charge
• Second call	\$30.48
• Non-leak or emergency turn offs after office hours or weekends	\$50.80
• All snowbird/vacant turn offs	\$25.40

Water Service off and on for non-payment/non-compliance

• Turn on water during office hours, Monday through Friday	\$60.96
• After hours or weekends, an additional	\$101.60
• Meter tampering and/or using water without authority	\$60.96
• Broken promise turn off	\$60.96
• Door hangers	\$10.16 per door hanger

SECTION 6: UTILITY CHARGES FOR SERVICE

F) Additional Charges, If Necessary, To Enforce:

- Removal of meter \$81.28
- Reinstallation of meter No Charge
- Installation or removal of locking device-first occurrence \$50.80
- Installation or removal of locking device-second occurrence \$76.20
- Installation or removal of locking device-third occurrence \$152.40 and meter pulled
- Repair of breakage/damage to locking mechanism (curb stops, etc) parts and labor
- Service off water at main or reinstating service parts and labor

G) Other Additional Charges:

- Decreasing or increasing size of meter parts and labor
- Removal of meter during construction \$150
- Loss of meter (replacement cost) \$230-710
- Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually be a State Certified Backflow Tester of their choice. \$100
- Backflow assembly test/repair (Contract services) parts and labor
- Damage or Repair to Water Utility actual time and material
- Damage to AMI Radio \$76.20
- Damage to AMI Register \$76.20
- Damage to AMI Antenna \$25.40
- Water Model for Development \$1,000.00

(Developments of 20 plus lots, development of industrial or commercial higher elevation developments and/or as determined necessary by Public Works

H) Testing Water Meters at Customer/Owner's Request:

- Testing on premises (5/8" x 3/4", 3/4", 1") \$81.28
- Removal of meter for testing (5/8" x 3/4", 1") \$254.00
- Testing of meters larger than 1" parts and labor

I) Backflow Prevention Device Test Fee:

- Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice. (Service on and off for non-compliance of annual testing and reporting, see Section E.) \$101.60

J) Water Service/Meter Installation Services:

Meter Size	Drop-In Service	Dig-In Service
5/8" – 3/4"	\$365.76	\$2,128.52
3/4"	\$365.76	\$2,128.52
1"	\$741.68	\$2,504.44
1.5"	\$1,859.28	\$4,348.48
2"	\$3,098.80	\$5,588.00
3"	\$6,197.60	n/a
4"	\$8,056.88	n/a

Drop-In Service An existing condition where developers of a residential subdivision or commercial complex has installed water service to each serviceable and buildable lot in accordance with City specifications.

Dig-In Service Condition where the City or its contractor must physically tap into a mainline to extend water service to the property. Meter installation over 2" will be installed at a time and materials rate by city staff or city authorized contractors.

SECTION 6: UTILITY CHARGES FOR SERVICE

K) Un-Authorized Water Hook Up:

- Un-authorized water hook up \$152.40 *(Plus water use charges billed at current rate)*

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

- First re-inspection \$50/each
- Re-inspection fee after the first \$100/each
- All subsequent re-inspection fees \$150/each

Sanitary Sewer Interceptor Program – FOG

**Includes Maintenance Bonds::

M) Usage of Meter Key

- Deposit refundable with key return \$25

N) Water Use Restriction – Penalties

- First notice of violation \$102
- Second notice of violation \$306
- Third notice of violation \$510

O) Sanitary Rates:

See appendix A for fees collected on behalf of CWS

- Sherwood sewer utility user base rate per EDU \$5.28
- Sherwood sewer utility usage rate per CCF \$0.31
- Damage or Repair to Sewer Utility actual time and material
- Illegal Discharge to Sewer Utility actual time and material

P) Storm Rates:

See appendix A for fees collected on behalf of CWS

- Sherwood storm water utility user rate per ESU \$13.45
- Damage or Repair to Storm Utility actual time and material

Q) Street Fees:

	Street Maintenance	Street Light	Sidewalk Repair	Safe/New Sidewalks
• Single family residential - Monthly per Account	\$2.03	\$2.36	\$0.53	\$0.70
• Multi Family - Monthly per EDU	\$2.03	\$2.36	\$0.53	\$0.70
• Non – residential/Commercial - Monthly per ESU	\$2.03	\$0.68	\$0.17	

SECTION 7: SYSTEM DEVELOPMENT CHARGES

SECTION 7: SYSTEM DEVELOPMENT CHARGES

A) Water SDC:

Meter Size	Reimbursement Charge	Improvement Charge	Administrative Charge Per Meter
5/8-3/4"	\$1,801	\$3,715	\$76
3/4"	\$2,701	\$5,573	\$113
1"	\$4,501	\$9,289	\$189
1-1/2"	\$9,003	\$18,577	\$378
2"	\$14,404	\$29,724	\$604
3"	\$31,509	\$65,021	\$1,322
4"	\$54,015	\$111,465	\$2,266
6"	\$112,532	\$232,218	\$4,721
8"	\$162,046	\$334,395	\$6,798

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

- Fire flow sprinkler buildings only \$3,200.50

B) Sewer SDC:

UGB Minus Brookman and Tonquin Employment Area

Use Type	Reimbursement	Improvement	Flow Count
Single family residence	\$272	\$462	1 EDU
Two family residence (duplex)	\$272	\$462	1 EDU
Manufactured home/ single lot	\$272	\$462	1 EDU
Manufactured home parks	\$272	\$462	based on Engineer estimate
Multi-family residential	\$272	\$462	based on Engineer estimate
Commercial	\$272	\$462	based on Engineer estimate
Industrial	\$272	\$462	based on Engineer estimate
Institutional uses	\$272	\$462	based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

Brookman Area

Use Type	Reimbursement	Improvement	Flow Count
Single family residence	\$534	\$908	1 EDU
Two family residence (duplex)	\$534	\$908	1 EDU
Manufactured home/ single lot	\$534	\$908	1 EDU
Manufactured home parks	\$534	\$908	based on Engineer estimate
Multi-family residential	\$534	\$908	based on Engineer estimate
Commercial	\$534	\$908	based on Engineer estimate
Industrial	\$534	\$908	based on Engineer estimate
Institutional uses	\$534	\$908	based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

SECTION 7: SYSTEM DEVELOPMENT CHARGES

Tonquin Employment Area

Use Type	Reimbursement	Improvement	Flow Count
Single family residence	\$627	\$1,068	1 EDU
Two family residence (duplex)	\$627	\$1,068	1 EDU
Manufactured home/ single lot	\$627	\$1,068	1 EDU
Manufactured home parks	\$627	\$1,068	based on Engineer estimate
Multi-family residential	\$627	\$1,068	based on Engineer estimate
Commercial	\$627	\$1,068	based on Engineer estimate
Industrial	\$627	\$1,068	based on Engineer estimate
Institutional uses	\$627	\$1,068	based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

C) Storm SDC:

Storm	Regional Storm Drainage Improvement Charge
A.) Water quantity per ESU (SDC set by CWS)	\$280.50
B) Water quality per ESU (SDC set by CWS)	\$229.50
One equivalent service unit (ESU) equals 2,640 square feet.	

D) Parks SDC:

Parks and Recreation	Administration	Improvement	Total Fee
Single family dwelling	\$716.18	\$6,952.60	\$7,668.78 per dwelling unit
Multi-family dwelling	\$537.96	\$5,216.94	\$5,754.90 per dwelling unit
Manufactured home	\$967.10	\$7,446.29	\$8,413.39 per dwelling unit
Non – residential	\$6.64	\$73.06	\$79.70 per employee
Filing fee to challenge expenditures of Parks SDC's (<i>Refundable if challenge is successful</i>)			\$50

SECTION 7: SYSTEM DEVELOPMENT CHARGES

E) Street SDC:

Washington County Transportation Development Tax (TDT)

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

City of Sherwood Street SDC:

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

Residential Transportation SDC	Code	Fee	Type
Single family – detached	210	\$ 1,607	dwelling unit
Apartment	220	\$ 1,106	dwelling unit
Residential condominium/townhouse	230	\$ 961	dwelling unit
Mobile Home Park	240	\$ 834	dwelling unit
Assisted living	254	\$ 436	bed
Continuing care retirement	255	\$ 388	unit
Recreation home	260	\$ 530	dwelling unit
Recreational Transportation SDC			
City park	411	\$ 1,043	acre
Regional Park	417	\$ 849	acre
Multipurpose recreation/arcade	435	\$ 6,090	thousand square ft gross floor area
Movie theater w/o matinee	443	\$43,502	screen
Movie Theater with Matinee	444	\$65,841	screen
Amusement/theme park	480	\$17,741	acre
Soccer complex	488	\$12,135	field
Racquet/tennis club	491	\$ 6,065	court
Health fitness club	492	\$ 5,158	thousand square ft gross floor area
Recreation/community center	495	\$ 4,661	thousand square ft gross floor area
Institutional/Medical Transportation SDC			
Elementary school (Public)	520	\$ 129	student
Middle/Junior high School (Public)	522	\$ 163	student
High School (Public)	530	\$ 172	student
Private School (K – 12)	536	\$ 249	Student
Junior/Community College	540	\$ 3,643	thousand square ft gross floor area
University/College	550	\$ 291	student
Church	560	\$ 2,249	thousand square ft gross floor area
Day care center/preschool	565	\$ 182	student
Library	590	\$ 8,585	thousand square ft gross floor area
Hospital	610	\$ 1,945	bed
Nursing home	620	\$ 442	bed
Clinic	630	\$ 4,736	thousand square ft gross floor area
Commercial/Services SDC			
Hotel	310	\$ 1,336	Room
Motel	320	\$ 958	Room
Building materials/lumber store	812	\$ 7,337	thousand square ft gross floor area
Free standing discount Superstore	813	\$ 6,543	thousand square ft gross floor area
Variety Store	814	\$ 5201	thousand square ft gross floor area
Free standing discount center	815	\$ 4,800	thousand square ft gross floor area
Hardware/paint stores	816	\$ 4,408	thousand square ft gross floor area
Nursery/garden center	817	\$14,096	thousand square ft gross floor area
Shopping center	820	\$ 3,518	thousand square ft gross leasable area

SECTION 7: SYSTEM DEVELOPMENT CHARGES

Commercial/Services SDC (continued)	Code	Fee	Type
Factory outlet	823	\$ 4,862	thousand square ft gross floor area
Specialty Retail Center	826	\$ 6,904	thousand square ft gross floor area
Automobile Sales	841	\$ 4,979	thousand square ft gross floor area
Automobile parts sales	843	\$ 4,634	thousand square ft gross floor area
Tire Store	848	\$ 2,905	thousand square ft gross floor area
Tire superstore	849	\$ 2,334	thousand square ft gross floor area
Supermarket	850	\$ 8,054	thousand square ft gross floor area
Convenience market (24hr)	851	\$41,986	thousand square ft gross floor area
Convenience market w/fuel Pump	853	\$24,381	vehicle fueling position
Discount club	857	\$ 7,204	thousand square ft gross floor area
Home improvement superstore	862	\$ 2,847	thousand square ft gross floor area
Electronics superstore	863	\$ 7,662	thousand square ft gross floor area
Pharmacy/drugstore w/o drive thru window	880	\$ 6,486	thousand square ft gross floor area
Pharmacy/drugstore with drive thru window	881	\$ 6,265	thousand square ft gross floor area
Furniture store	890	\$ 311	thousand square ft gross floor area
Bank/savings – drive in	912	\$ 5,706	thousand square ft gross floor area
Drinking Place	925	\$26,351	thousand square ft gross floor area
Quality restaurant	931	\$ 6,365	thousand square ft gross floor area
High turnover-sit down restaurant	932	\$ 8,945	thousand square ft gross floor area
Fast food restaurant (with drive-thru)	934	\$37,268	thousand square ft gross floor area
Coffee/Donut Shop without drive through	936	\$17,453	thousand square ft gross floor area
Coffee/Donut Shop with Drive-Through	937	\$57,017	thousand square ft gross floor area
Coffee/Donut Kiosk	938	\$52,056	thousand square ft gross floor area
Quick lubrication vehicle Shop	941	\$ 8,829	service stall
Automobile care center	942	\$ 5,291	thousand square ft gross leasable area
Gasoline/service station (no market/car wash)	944	\$10,036	vehicle fueling position
Gasoline/service station (with convenience market)	945	\$ 3,538	vehicle fueling position
Gasoline/service station (with market and car wash)	946	\$ 6,211	vehicle fueling position
Office SDC			
General office building	710	\$ 1,426	thousand square ft gross floor area
Corporate headquarters building	714	\$ 1,358	thousand square ft gross floor area
Single tenant office building	715	\$ 1,982	thousand square ft gross floor area
Medical/dental office building	720	\$ 4,646	thousand square ft gross floor area
Government office building	730	\$11,726	thousand square ft gross floor area
State Motor Vehicles Department	731	\$20,567	thousand square ft gross floor area
US Post Office	732	\$15,030	thousand square ft gross floor area
Office park	750	\$ 1,446	thousand square ft gross floor area
Research and development center	760	\$ 1,059	thousand square ft gross floor area
Business park	770	\$ 1,605	thousand square ft gross floor area
Port/Industrial			
Truck terminals	30	\$10,634	acre
Park and ride lot with bus service	90	\$ 766	parking space
Light rail transit station w/parking	93	\$ 427	parking space
General light industrial	110	\$ 896	thousand square ft gross floor area
General heavy industrial	120	\$ 255	thousand square ft gross floor area
Industrial park	130	\$ 908	thousand square ft gross floor area
Manufacturing	140	\$ 515	thousand square ft gross floor area
Warehouse	150	\$ 481	thousand square ft gross floor area
Mini-Warehouse	151	\$ 404	thousand square ft gross floor area
Data Center	160	\$ 168	thousand square ft gross floor area
Utilities	170	\$ 1,293	thousand square ft gross floor area

SECTION 8: ENGINEERING CHARGES FOR SERVICE

SECTION 8: ENGINEERING CHARGES FOR SERVICE

A) Public Improvement Plan Reviews and Inspections (Subdivisions, Site Plans, Partitions):

Plan Review – 4% of Construction Cost for public infrastructure and non-proprietary on-site storm water treatment and detention systems (Fees due at plan review submittal. Fee based on engineer’s construction cost estimate. If estimate changes during the course of review, any balance or credit due will be payable at the time of the Compliance Agreement) includes review of the following:

Water	Street	Grading
Sewer	Erosion Control	
Storm (on-site detention and non-proprietary treatment systems)		

Inspections – 5% of Construction Costs for public infrastructure and non-proprietary on-site storm water treatment and detention system (Fees payable at the time the Compliance Agreement is signed)

Includes inspection of the following for which permits were obtained:

Water	Street	Grading
Sewer	Erosion Control	
Storm (on-site detention and non-proprietary treatment systems)		

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

- Plan Review Fee Time and Materials
- Inspection Fee Time and Materials
- Television Line Service Review Time and Materials

C) Miscellaneous Fees:

1. Addressing Fee
 - Single - five (5) digit address \$65/lot
 - 0 to 10 - Suite Numbers \$25 per suite
 - 11 to 20 -Suite Numbers \$250 plus \$15 per suite
 - 21 and up Suite Numbers \$400 plus \$10 per suite
2. Plans and Specifications for capital projects varies with project
3. Traffic and street signs (Includes post, sign, hardware, and labor to install) \$254/per sign
4. Street Trees \$200/per tree
5. Pre-submittal Consultation (consultation of projects prior to the submittal of a land use application, requiring more than 2 hours of staff time or on-call consultant services) Deposit of \$500
(Applicant pays 100% of actual expenses including staff time, if an application is submitted these fees will be credited against the plan review fees)
6. In-Lieu of Fee – Fiber Optic Conduit Installation \$20 linear foot
7. Right of Way Permit
 - Performance bond on projects greater than or equal to \$5,000 125% of estimated costs
 - Maintenance bond - \$1000 or 50% of project estimate, whichever is greater.
(A single bond may be provided for multiple projects of the same person provided the bond exceeds the aggregate project total)
 - Administration fee \$150 per permit
 - Inspection fee \$150 or 4% of project estimate, whichever is greater
8. Design and construction standards \$50 on paper
9. Design and construction standards \$25 per CD
10. As-Built Requests \$25 per subdivision
11. As-Built Requests electronic media \$25 per CD

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

- Deposit plus staff time (See Section 1) \$4,000
(Applicant pays 100% of actual expenses including staff time)

SECTION 9: PLANNING CHARGES FOR SERVICE

SECTION 9: PLANNING CHARGES FOR SERVICE

A) Annexations:

- (Applicant pays 100% of actual expenses including staff time) \$7,500
- Any balance owing is due within 30 days from the final annexation invoice date. deposit

B) Appeals:

- Type I or II actions (ORS 227.175) 10 (b) \$250
- Type III or IV actions 50% of original fee(s)
- Expedited Land Division \$300

C) Conditional Use Permit:

- Conditional use permit without concurrent type III or IV application \$4,211
- Conditional use permit with concurrent type III or IV application \$2,105

D) Land Divisions/Adjustments:

- Lot line adjustment \$755
- Minor land partition \$2,528
- Expedited minor partition (added to the cost of the partition application) \$559
- Final plat processing (minor land partition) \$559
- Subdivision \$6,322 plus \$20.32 per lot
- Expedited subdivision *(Added to the cost of the subdivision application)* \$2,240
- Final plat processing (Subdivision) \$1,120

E) Other Fees:

- Consultant as needed actual costs
- Community Development Code Plan Check *(payable at time of building permit submittal)*
 - 1) Residential permits \$107
 - 2) ADUs Accessory Dwelling Units \$107
 - 3) Commercial, Industrial, Multi-Family Permits \$672*(Final Site Plan Review fee, if a final site plan review is not required this fee is not charged)*
- Design review team consultations/recommendations staff time (see section 1)
- Detailed site analysis letter \$153
- Interpretive decisions by the Director \$335
- Medical Marijuana Facility Special Use Permit \$280, plus notification fee
- Non-conforming use modification \$1,016
- Modification to application in review \$500

(If modified after the application is deemed complete and the modification is needed to adequately review the app.)

- Other land use action
 - 1) Administrative \$280
 - 2) Hearing required and/or use of Hearings Officer \$2,464
- Planning Re-inspection fee \$61 each after 1st
- Postponement/continuance hearings \$300

(If applicant request is after notice has been published and/or staff report prepared)

- Pre-application conference \$400
- Publication/distribution of Notice Type II \$284
- Publication/distribution of Notice Type III, IV and V \$466
- Home Occupation Review of initial application (Class A) \$50
- Home Occupation Review of renewal application (Class A) \$25
- Zone verification letter \$50

SECTION 9: PLANNING CHARGES FOR SERVICE

F) Trees:

- Tree mitigation inspection \$60 each after 1st
- Street Tree Removal Permit \$25 - 1st tree, \$10 each additional tree
- Removal of more than 6 trees or 10% on private property \$107

G) Planned Unit Development (PUD):

- Planned Unit Development (PUD) Preliminary \$2,240
 - Planned Unit Development (PUD) - Final See Site Plan Review Fee
- (Plus appropriate application fees (i.e. subdivisions, site plan, town-homes, etc.)*

H) Refunds:

- 75% refund if application is withdrawn prior to 30 day completeness
- 50% refund if withdrawn prior to public notice
- 25% refund if withdrawn prior to staff report

I) Signage:

- Permanent signs on private property - *(First 32 sq. ft. plus \$1 each additional sq. ft. of sign face)* \$150
(Excludes Home Occupation Signage)
- Banner signs – one month period \$150
- Temporary portable sign violation
 - 1) First offense No fine; collected and marked
 - 2) Second offense \$50 per sign
 - 3) Third offense \$100 per sign

J) Site Plan Review:

- Type III and IV - *(Additional \$102 for every 10,000 sq. ft. or portion thereof over the first 15,000 sq. ft. of building area)(Including Town-Homes, excluding projects in Old Town)* \$6,322
- Final site plan review (Type III and IV) (Due at the time of Building Permit Submittal) \$672
- Site plan review (Type II) \$2,057
- Minor modification to approved Site Plan \$280
- Major modification to approved Site Plan, Type II \$1,026
- Major modification to approved Site Plan, Type III or IV \$2,464
- Old Town overlay review \$254 added to application

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

K) Temporary Uses:

- Administrative \$335

L) Time Extension to Approval:

- No hearing required \$150

M) Variance:

- Adjustment - *(Per lot and per standard to be varied)* \$51
- Class A Variance - *(Per lot and per standard to be varied)* \$4,211
- Class B Variance - *(Per lot and per standard to be varied)* \$1,120

N) Zone Amendments:

- Text amendment \$5,415
- Map amendment \$5,415

SECTION 10: BUILDING CHARGES FOR SERVICE

SECTION 10: BUILDING CHARGES FOR SERVICE

A) Building Permits

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

1. Single Family and Two-Family Dwelling

Total Valuation Amount

1 - 500	\$70 minimum fee
501 – 2,000	\$70 for the first \$500 (Plus \$1.15 for each additional \$100 or fraction thereof, up to and including \$2,000)
2,001 – 25,000	\$87.25 for the first \$2,000 (Plus \$9.20 for each additional \$1,000 or fraction thereof, up to and including \$25,000)
25,001 – 50,000	\$298.85 for the first \$25,000 (Plus \$7.19 for each additional \$1,000 or fraction thereof, up to and including \$50,000)
50,001 – 100,000	\$478.60 for the first \$50,000 (Plus \$4.60 for each additional \$1,000 or fraction thereof, up to and including \$100,000)
100,001 and up	\$708.60 for the first \$100,000 (plus \$4.03 for each additional \$1,000 or fraction thereof over \$100,00)

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

2. Manufactured Dwelling Installation Permits

Includes prescriptive foundation system, plumbing and crossover connections, 30 lineal feet of sanitary sewer, storm and water lines.

- Manufactured home set up and installation fee \$371.00
- Plan Review \$90/hour (Minimum Charge = 1/2/hour Residential Rate per Section 10.(F))
- Site Plan Review

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

3. Commercial, Industrial and Multi-Family

Total Valuation Amount

1 - 500	\$70 minimum fee
501 – 2,000	\$70 for the first \$500 (\$1.73 for each additional \$100 or fraction thereof up to and including \$2,000)
2,001 – 25,000	\$95.95 for the first \$2,000 (\$9.20 for each additional \$1,000 or fraction thereof, up to and including \$25,000)
25,001 – 50,000	\$307.55 for the first \$25,000 (Plus \$7.76 for each additional \$1,000 or fraction thereof, up to and including \$50,000)
50,001 – 100,000	\$501.55 for the first \$50,000 (plus \$5.75 for each additional \$1,000 or fraction thereof, up to and including \$100,000)
100,001 and up	\$789.05 for the first \$100,000 (plus \$4.03 for each additional \$1,000 or fraction thereof over \$100,000)

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

B) Plan Review Fees – Building Permit

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

C) Phased Permit - Plan Review (When approved by the Building Official)

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

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

SECTION 10: BUILDING CHARGES FOR SERVICE

D) Deferred Submittals (When approved by the Building Official)

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

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

E) Mechanical Permits - Residential

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

Minimum Fee \$70

See appendix A for surcharge collected on behalf of the State.

1. Air Handling

- Air Handling Unit ≤ 10,000 CFMs \$16.82 includes ductwork
- Air Handling Unit >10,000 CFMs \$28.38 includes ductwork
- Air Conditioning Unit \$22.43 Site Plan Required

2. Boilers/Compressors

- ≤100,000 BTUs or 3 HP \$22.43 includes ductwork
- >100,000 (3HP) to ≤ 500,000 BTUs (15HP) \$41.11 includes ductwork
- >500,000 (15HP) to ≤ 1,000,000 BTUs (30HP) \$56.06 includes ductwork
- >1,000,000 BTUs (30HP) ≤ 1,750,000 BTUs (50HP) \$84.12 includes ductwork
- >1,750,000 BTUs or 50HP \$140.07 includes ductwork

3. Fire/Smoke Dampers/Duct Smoke Detectors \$16.85

4. Heat Pump \$22.43 Site plan required

5. Install/Replace Furnace/Burner includes ductwork and vents

- Furnace ≤ 100,000 BTUs \$22.43
- Furnace ≥ 100,000 BTUs \$41.11
- Install/Replace/Relocate Heaters (Suspended, Wall, or Floor mounted) \$22.43
- Vent for appliance other than furnace \$11.21

6. Refrigeration Units (includes installation of controls)

- ≤ 100,000 BTUs or 3 HP \$22.43
- > 100,000 (3HP) to ≤ 500,000 BTUs (15HP) \$41.11
- > 500,000 (15HP) to ≤ 1,000,000 BTUs (30HP) \$56.06
- > 1,000,000 BTUs (30HP) ≤ 1,750,000 BTUs (50HP) \$84.12
- > 1,750,000 BTUs or 50HP \$140.07

7. Miscellaneous

- Appliance vent \$11.21
- Dryer exhaust \$11.21
- Exhaust fan with single duct \$11.21
- Hoods \$16.85 includes ductwork
- Exhaust system apart from heating or air conditioning \$16.85
- Fuel piping and distribution (up to four outlets) \$7.48
- Fuel piping and distribution (over four outlets) \$1.90 per outlet
- Insert, decorative fireplace or wood/pellet stoves \$22.43 includes vent
- Gas fired water heater \$22.43 includes vent
- Install/relocate domestic type incinerator \$28.00
- Install/relocate commercial type incinerator \$112.13

SECTION 10: BUILDING CHARGES FOR SERVICE

F) Mechanical Permits – Commercial, Industrial, and Multi-Family

Based on the total value of mechanical materials, equipment, installation, overhead and profit.

• Plan review fee – Commercial	30% of Mechanical permit fee
• Mechanical Permit Fee	Based on total valuation Amount
0 - 500	\$70 minimum fee
500.01 - 5,000	\$70 plus \$2.88 for each additional \$100 or fraction thereof between \$500.01 and \$5,000
5,000.01 - 10,000	\$199.60 for the first 5,000 plus \$3.45 for each additional \$100 or fraction thereof, between \$5,000.01 and \$10,000
10,000.01 - 100,000	\$372.10 for the first 10,000 plus \$9.20 for each additional \$1,000 or fraction thereof, between \$10,000.01 and \$100,000
100,000.01 and up	\$1,200.10 for the first 100,000 plus \$4.60 for each additional \$1,000 or fraction thereof over \$100,000

See appendix A for surcharge collected on behalf of the State.

G) Plumbing Permits – New one and Two Family Dwellings

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

• One Bathroom	\$293.25
• Two Bathrooms	\$362.25
• Three Bathrooms	\$431.25
• Additional Kitchen or Bathroom	\$178.25 each
• Additional Fixture or Item	\$17.25 each
• Additional 100 feet of each utility line	\$31.63 each

H) Plumbing Permits – One and Two Family and Manufactured Dwelling for Additions, Alterations and Repairs

• Minimum Fee	\$70
• New and/or Additional fixture, item or appurtenance	\$17.25 each
• Alteration of fixture, item or appurtenance	\$17.25 each
• Manufactured Dwelling Utility Connection - Charged only when connections are not concurrent with new set-up and installation	\$34.50 each

	<u>Water Lines</u>	<u>Sanitary Sewer Lines</u>	<u>Storm Sewer/ Footing Lines</u>
• For the first 100 feet or fraction thereof	\$57.50	\$57.50	\$57.50
• For each additional 100 feet or fraction thereof	\$31.63 each	\$31.63 each	\$31.63 each

I) Plumbing Permits – Commercial, Industrial, and Multi-Family

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

• Plan Review Fee – Commercial	30% of plumbing permit fee (when required)
• Minimum fee	\$70
• New and/or additional fixture, item	\$17.25 each
• Alteration of fixture, item or appurtenance	\$17.25 each

See appendix A for surcharge collected on behalf of the State.

	<u>Water Lines</u>	<u>Sanitary Sewer Lines</u>	<u>Storm Sewer/ Footing Lines</u>
• For the first 100 feet or fraction thereof	\$57.50	\$57.50	\$57.50
• For each additional 100 feet or fraction thereof	\$31.63 each	\$31.63each	\$31.63 each

SECTION 10: BUILDING CHARGES FOR SERVICE

J) Residential Fire Sprinkler System Fees

Total Square Footage (including Garage)

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

K) Electrical Permits – Issued and Inspected by Washington County (503) 846-3470

L) Prescriptive Solar Photovoltaic System Installation – Structural Only

*Electrical permits are also required through Washington County

Fees for installation of Solar Photovoltaic (PV) system installation that comply with the prescriptive path described in the Oregon Structural Specialty Code. \$141.20

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

M) Demolition Permits

- Residential \$220.94
- Commercial \$324.44

N) Medical Gas Permits – Commercial

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

- Plan Review Fee – Commercial 30% of Plumbing Permit Fee
- Plumbing Permit Fee Based on valuation

See appendix A for surcharge collected on behalf of the State.

0 - 500		\$100 minimum fee
500.01 - 5,000	\$100 for the first 500 plus \$2 for each additional \$100 or fraction thereof between \$500.01 and \$5,000	
5,000.01 - 10,000	\$190 for the first 5,000 plus \$3 for each additional \$100 or fraction thereof between \$5000.01 and \$10,000	
10,000.01 - 50,000	\$340 for the first 10,000 plus \$9.50 for each additional \$1,000 or fraction thereof between \$10,000.01 and \$50,000	
0,000.01 - 100,000	\$720 for the first 50,000 Plus \$11 for each additional \$1,000 or fraction thereof between \$50,000.01 and \$100,000	
100,000.01 and up	\$1,270 for the first 100,000 plus \$7 for each additional \$1,000 or fraction thereof over \$100,000	

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

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

Erosion Control Fees

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

- Erosion Control Plan Review Fee 65% of the erosion control inspection fee
- Erosion Control Inspection Fee Based on Total Area

0 to 1 Acre	\$230
1 Acre and up	\$230 (plus \$50 per acre or fraction thereof over 1 acre)

SECTION 10: BUILDING CHARGES FOR SERVICE

Grading Fees

Cubic Yards	
0 to 100	\$70 minimum fee
101 to 1,000	\$70 first 100 yards (plus \$11 for each additional 100 yards or fraction thereof)
1,001 to 10,000	\$169 first 1,000 yard (plus \$15 for each additional 1,000 yards or fraction thereof)
10,001 to 100,000	\$304 first 10,000 yards (plus \$75 for each additional 10,000 yards or fraction thereof)
100,001 +	\$979 first 100,000 (plus \$36.50 for each additional 10,000 yards or fraction thereof)
Grading plan review fee	85% of the grading permit fee

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

- Re-inspection fee (Minimum charge = 1 hour) \$90 per hour plus State surcharge
- Inspections outside normal business hours (when approved by the Building Official) \$90 per hour plus State surcharge (Minimum charge = 2 hours)
- Inspection for which no fee is specifically indicated \$90 per hour plus State surcharge (Minimum charge = ½ hour)
- Investigative fee for working without a permit \$90 per hour to enforce the code, \$90 minimum.
- Additional plan review required \$90 per hour or actual time (For changes, additions or revisions) (Minimum charge = ½ hour)
- Re-stamp of lost, stolen or damaged plans \$55 per plan set
- Application/Permit extensions \$50

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

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

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

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

- Permit refunds \$90 per hr. Admin fee (min 1 hr); Provided the permit is still valid
- Plan review refunds \$90 per hr. Admin fee (min 1 hr) Provided no plan review was started

R) Certificate of Occupancy (As determined by the Building Official)

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

S) Change of Use/Occupancy Certificate Application Fee (As determined by the Building Official)

- Similar use (Minor code review) \$70
- Dissimilar Use, or Change in Occupancy (Extensive Code Review) \$125 minimum fee (Includes 1 hour code review time, review time greater than 1 hour will be charged at the hourly rate of \$90)

APPENDIX A: FEES CHARGED ON BEHALF OF OTHER AGENCIES

APPENDIX A: FEES CHARGED ON BEHALF OF OTHER AGENCIES

Note: The fees in this section are set by other jurisdictions and the City has agreed to collect the fee on their behalf. The fees listed are provided as a courtesy and are based on the fee set at the time this fee schedule was adopted. Any changes to the fees imposed by the other jurisdictions may not be reflected in this section.

A) Clean Water Services Fees

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

1. Sewer Utility Charges

- CWS regional sewer utility user base rate per EDU \$23.67
- CWS regional sewer utility user franchise fee per EDU \$1.18
- CWS regional sewer utility usage rate per CCF \$1.56
- CWS regional sewer utility usage franchise fee per CCF \$.08

2. Sewer SDC

- CWS regional connection charge \$5,500
 - Portion retained by the City (3.983%) \$ 219.07
 - Portion remitted to CWS (96.017%) \$5,280.93

3. Surface Water

- CWS regional surface water base rate per EDU \$2.06
- CWS regional surface water base franchise fee per EDU \$.10

B) State of Oregon – Department of Consumer and Business Services

Fee charged on all building and mechanical permits; as well as commercial plumbing and medical gas permits.

1. **State Surcharge** 12% of Building Permit fee
2. **Manufactured Dwelling or Cabana Installation** \$30

C) Sherwood School District

Fee charged on all building permits.

1. **Residential CET** \$1.26 per square foot of dwelling
2. **Non-Residential CET** Non-residential \$0.63 per square foot maximum of \$31,400

D) METRO

Fee charged on building permits.

1. **METRO CET** 0.12% of the total value of the improvement when it exceeds \$100,000 valuation

TO: Sherwood City Council

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

Through: Katie Henry, Finance Director and Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2018-015, Authorizing the City Manager to execute a construction contract for the Pine Street Sanitary Sewer Extension Project

Issue:

Should the City Council authorize the City Manager to execute a construction contract with M.L. Houck Construction Co. for the replacement of the existing sanitary sewer with a new sanitary sewer?

Background:

The existing sanitary sewer within SW Pine Street south of Snyder Park is currently an old clay line with inadequate depth to provide gravity service to all of the lots on the east side of SW Pine Street. Two existing lots currently pump into the existing sewer, while the 2 houses closest to SW Sunset are currently not on city sewer. Therefore, this sewer has been identified in the 1-year CIP listing for replacement this spring.

The project was designed by city staff based upon installing a new sanitary sewer main via open trenching that would serve the homes east of SW Pine Street with a new gravity sanitary sewer line that will connect to an existing sanitary sewer in SW Sunset Boulevard.

The project was advertised for bid on January 24 and 26, 2018 with a mandatory pre-bid meeting occurring on January 30, 2018. Bid proposals were opened on February 8, 2018 at 2:00 pm, after which staff worked diligently to identify the lowest responsive bidder. The Notice of Intent to Award was issued on February 12, 2018 and the 7 day protest period has expired as of February 19, 2018 with no protest.

A Notice of Award will be issued on approval and adoption of the Resolution. If Council approves, a Contract will be issued to M.L. Houck Construction Co. for the approved construction cost of \$187,060.

City staff expects the work to begin on or around Thursday, March 1, 2018 and to be completed by April 27, 2018.

Financial Impacts:

The lowest responsive bid for the construction of the sanitary sewer improvements is \$187,060. An additional \$28,059 (15%) for construction contingencies is recommended to cover unforeseen construction issues or differing site conditions. Funding for the project will come from City of Sherwood Regional Sanitary Sewer Improvement System Development Charges Funds.

Recommendation:

Staff respectfully requests adoption of Resolution 2018-015 authorizing the City Manager to execute a construction contract with M.L. Houck Construction Co. for the Pine Street Sanitary Sewer Extension Project.



RESOLUTION 2018-015

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE PINE STREET SANITARY SEWER EXTENSION PROJECT

WHEREAS, the City needs to replace the deficient sanitary sewer system within SW Pine Street; and

WHEREAS, the City has budgeted and will pay for the construction cost through City of Sherwood Regional Sanitary Sewer Improvement System Development Charges 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 February 8, 2018, reviewed all bid proposals and identified the lowest responsive bidder; and the City has issued the Notice of Intent to Award and the mandatory seven (7) day protest period has concluded without protest; and

WHEREAS, City staff recommends City Council to authorize the City Manager to execute a construction contract with M.L. Houck Construction Co. in an amount equal to their total bid of \$187,060; and

WHEREAS, City staff recommends City Council to authorize a 15% contingency to mitigate unforeseen issues during the project.

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

Section 1: The City Manager is hereby authorized to execute a contract with M.L. Houck Construction Co. in an amount not to exceed \$187,060 for the completion of the Pine Street Sanitary Sewer Extension Project.

Section 2: Subject to the limitations of local and state contracting rules, the City Manager is hereby authorized to execute contract change orders for a total amount not-to-exceed \$28,059 (15%) of the original award.

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

Duly passed by the City Council this 20th day of February, 2018.

Lee Weislogel, Mayor

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director

THROUGH: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2018-016, Authorizing staff to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the construction of a Skate Park

Issue:

Should the City Council authorize staff to submit an application for a grant from the Oregon Parks and Recreation Department?

Background:

The Oregon Parks and Recreation Department (OPRD) is currently accepting grant applications for public outdoor park and recreation areas and facilities. The City can apply for up to \$750,000 and is required to provide a 40% match.

In order to submit an application for a Local Government Grant from Oregon Parks and Recreation Department, City Council must authorize staff to apply and certify that the matching funds are readily available.

In response to previous City Council direction provided in March 2017, the City has updated the construction drawings that were previously developed for the skate park for the site adjacent to the Teen Center at the Sherwood YMCA facility. The updated construction cost for the skate park is estimated to cost \$543,356. Staff is recommending that the City apply for \$326,014 in this state grant program. If the City is awarded the grant, the City would be required to provide a match of \$217,342. The due date for the 2018 grant cycle is April 1, 2018 with a decision anticipated in September 2018. If the grant is approved, the earliest construction date would be in spring 2019. A land use application for a minor modification to an approved site plan has been submitted to the Planning Commission on February 9, 2018.

Financial Impacts:

The current approved budget contains funding for updating the construction drawings and land use application in preparation for the grant application. If the City is successful in this grant round, there are sufficient funds available in the Parks SDC fund to adequately cover the proposed financial match.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2018-016, authorizing staff to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the Construction of a Skate Park.



RESOLUTION 2018-016

AUTHORIZING STAFF TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE CONSTRUCTION OF A SKATE PARK

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Sherwood desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements; and

WHEREAS, the Sherwood City Council has identified the construction of a Skate Park as a high priority need in Sherwood; and

WHEREAS, the Skate Park will be built on City owned property located at the YMCA; and

WHEREAS, it is estimated that the cost to complete the construction of a Skate Park is \$543,356; and

WHEREAS, the City can apply for a grant up to 60% (\$326,014) of the total project cost through the Local Government Grant Program; and

WHEREAS, the City of Sherwood hereby certifies that the required matching funds of 40% (\$217,342) of the project cost is readily available at this time.

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

Section 1. Staff is authorized to apply for a local government grant from Oregon Parks and Recreation Department for the construction of a Skate Park.

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

Duly passed by the City Council this 20th day of February, 2018.

Lee Weislogel, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Josh Soper, City Attorney and Craig Sheldon, Public Works Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Ordinance 2018-001, Ratifying the Creation of the Willamette Intake Facilities Commission

Issue:

Shall the City Council adopt an ordinance ratifying the creation of the Willamette Intake Facilities Commission?

Background:

The City of Sherwood presently obtains its municipal water supply from the Willamette River using an intake facility and water treatment plant located in Wilsonville. These facilities are currently used by both Sherwood and Wilsonville, and are partially owned by the Tualatin Valley Water District (TVWD).

Six local government partners—TVWD, Wilsonville, Sherwood, Hillsboro, Tigard, and Beaverton—have been working together for several years on a project that would involve expanding the intake facility to meet the longer-term water needs of the existing users, as well as the needs of the new parties. The other parties are also proposing to build a new water treatment plant to meet their water treatment needs, but Sherwood and Wilsonville would continue to use the existing plant in Wilsonville.

Sherwood would gain 1.2 million gallons per day (MGD) of additional intake capacity through an upscaling of its existing 5.0 MGD capacity as a result of its participation in the expansion of the intake facilities. In addition, Sherwood would purchase 3.5 MGD of TVWD's capacity in the intake facility, bringing Sherwood's total capacity to 9.7 MGD. These figures are based on an anticipated total expanded intake capacity of 150 MGD; if the actual capacity achieved is different, each party's capacity share would be adjusted proportionately.

The parties have negotiated an IGA relating to the above project, which sets forth the terms for the joint ownership, operation, and management of the intake facilities. Because this IGA would create a new intergovernmental entity, the Willamette Intake Facilities Commission, ORS 190.085 requires that the creation of the intergovernmental entity be ratified by adoption of an ordinance by each participating governing body.

In addition, the City and TVWD have negotiated a Purchase and Sale Agreement (PSA) which sets forth the terms of the City's purchase of a portion of TVWD's capacity in the intake facility.

Accordingly, in order to move forward with this project, staff is asking Council to approve three separate items:

1. The IGA
2. The PSA
3. An ordinance ratifying the creation of the Willamette Intake Facilities Commission

The attached Ordinance would approve the third of the above items: the ratification of the creation of the Willamette Intake Facilities Commission.

This is the second hearing on this Ordinance; the first hearing was held on February 6, 2018.

Financial Impacts:

The primary financial impacts on the City in connection with this project as a whole are:

1. The City will pay TVWD \$238,443 for the City's purchase of intake capacity from TVWD. This is already included in the FY17-18 budget.
2. The City will pay its proportionate share, based on intake capacity ownership, of the actual costs incurred for permitting, acquiring and installing new screens, design and construction of seismic improvements, and all other improvements necessary to expand the intake facilities. This is estimated at approximately \$1.5 million. Most of this (\$1.1 million) will be paid for with funds from the 2011 bonds that were set aside for this purpose.
3. The City will pay its proportionate share of the costs of administering the Willamette Intake Facilities Commission on an ongoing basis. The City's share is estimated at approximately \$10,000 for FY18-19.

Recommendation:

Staff respectfully recommends City Council adopt Ordinance 2018-001, Ratifying the Creation of the Willamette Intake Facilities Commission.



ORDINANCE 2018-001

RATIFYING THE CREATION OF THE WILLAMETTE INTAKE FACILITIES COMMISSION

WHEREAS, the City of Sherwood, the Tualatin Valley Water District (TVWD), and the cities of Hillsboro, Wilsonville, Beaverton, and Tigard either own or intend to acquire ownership interests in certain Willamette River intake facilities located in Wilsonville; and

WHEREAS, pursuant to ORS Chapter 190, the above parties jointly negotiated an intergovernmental agreement (IGA), which, among other things, would create an intergovernmental entity known as the Willamette Intake Facilities (WIF) Commission; and

WHEREAS, the purpose of the WIF Commission is to oversee operations and management of said intake facilities, as further described in said IGA; and

WHEREAS, the City Council approved said IGA by Resolution 2018-006 on February 6, 2018; and

WHEREAS, said IGA becomes effective on April 6, 2018; and

WHEREAS, after reviewing the IGA and considering the information provided at the hearings held on this ordinance on February 6, 2018 and February 20, 2018, the City Council has determined that establishing and participating in the WIF Commission as described in the IGA is in the City's best interest; and

WHEREAS, ORS 190.085 requires the City and the other parties to the IGA to enact an ordinance ratifying the creation of the WIF Commission.

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

Section 1. It is the intent of the Sherwood City Council to create an intergovernmental entity known as the Willamette Intake Facilities (WIF) Commission by an intergovernmental agreement known as the WIF Intergovernmental Agreement (IGA), which was approved by City Council pursuant to Resolution 2018-006 and attached thereto.

Section 2. The effective date of said IGA creating the WIF Commission is April 6, 2018.

Section 3. The public purposes for which the WIF Commission is formed are to use any authority vested in the WIF Commission through the WIF IGA to provide for the operation, maintenance, construction, repair, replacement, and water resource management of the WIF, and as further set forth in said IGA.

Section 4. In addition to those specified in ORS Chapter 190, the powers, duties, and functions of the WIF Commission are as follows:

- A. To provide operation, maintenance, construction, repair, replacement, and water resource management of the WIF as described in the WIF IGA;
- B. To issue debt pursuant to ORS 190.080(1)(a) and the terms of the WIF IGA;
- C. To otherwise manage the business affairs of the WIF as set forth in the WIF IGA;
- D. To retain such officers and employees as it deems necessary and to contract for the purchase of property and services;
- E. To perform the administration and accounting of all payments and receipts related to operation of the WIF for the account of a party, parties, or the WIF Commission;
- F. To adopt such bylaws, rules, regulations, and policies as deemed necessary to further the purposes of the WIF IGA;
- G. To exercise all powers pursuant to the applicable acts, charters, or laws of the individual parties to the WIF IGA, which are necessary or desirable to economically and efficiently develop and operate the WIF Commission; and
- H. To exercise all other powers, duties, and functions set forth in the WIF IGA or reasonably necessary to further the purpose thereof.

Section 5. This Ordinance shall become effective the 30th day after its enactment by the City Council and approval by the Mayor.

Duly passed by the City Council this 20th of February, 2018.

Lee Weislogel, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Rosener	_____	_____
Griffin	_____	_____
Brouse	_____	_____
Young	_____	_____
Kuiper	_____	_____
Garland	_____	_____
Weislogel	_____	_____

Sherwood Field House Monthly Report January 18

<u>January-18</u>	<u>Jan-18</u>		<u>YTD</u>		<u>Jan-17</u>
Usage		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	8	715	16	3209	518
Rentals	75	975	427	6180	960
Other (Classes)					
[1] Day Use	11	71	41	272	75
Total Usage		1761		9661	1553
Income FY 17 18	<u>Jan-18</u>	<u>YTD</u>			
Rentals	\$4,815	\$29,661			
League fees (indoor)	\$4,284	\$45,053			
Card fees (indoor)	\$160	\$2,637			
Day Use	\$175	\$761			
Advertising					
Snacks	\$1,817	\$7,577			
Classes					
Total	\$11,250	\$85,688			
Income FY 16 17	<u>Jan-17</u>	<u>YTD</u>			
Rentals	\$4,180	\$26,706			
League fees (indoor)	\$4,751	\$36,760			
Card fees (indoor)	\$20	\$1,115			
Day Use	\$243	\$1,402			
Advertising					
Snacks	\$1,351	\$5,322			
Classes					
Total	\$10,545	\$71,305			

*Estimated number of people served.



Fields and Gyms

- Youth soccer played 15 games at Snyder Park.
- Youth basketball held 33 classic games and 131 Rec games at SMS.
- Youth basketball also held their girls tournament on the weekend of the 20th. The tournament brought teams in from all over the Portland Metro area and consisted of 98 games.

Field House

- The first session of youth leagues just finished up.
- There are still three adult leagues going.
- We have lost a couple rentals but are trying to fill those spots.
- The second session of youth looks to be about half the size of the first.

Respectfully submitted

Lance Gilgan

February 1, 2018