



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, November 18, 2014**

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

**6:00 pm City Council Executive Session**  
(Pursuant to ORS 192.660(2)(E) and (F))

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

**URA Board of Directors Meeting**  
(following the City Council regular session)



Home of the Tualatin River National Wildlife Refuge

### **6:00 PM EXECUTIVE SESSION**

1. Real Property Transactions & Exempt Public Records

### **REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. CONSENT
  - A. Approval of October 21, 2014 City Council Meeting Minutes
  - B. Resolution 2014-048 Authorizing the City Manager to execute an amendment to the Construction Excise Tax Intergovernmental Agreement between Metro and the City of Sherwood
  - C. Resolution 2014-069 Authorizing the City Manager to sign an Intergovernmental Agreement (IGA) with Washington County and the Sherwood School District to formally establish the Sherwood Youth Substance Abuse Team
  - D. Resolution 2014-070 Appointing Colin K. Woodbury to the Library Advisory Board
  - E. Resolution 2014-071 Authorizing the City Manager to take actions necessary for accepting the State of Oregon Department of Transportation's request for transfer of State road right-of-way (approx. 300-foot segment of SW Langer Drive) into City jurisdiction and maintenance control
  - F. Resolution 2014-072, Accepting tax lot 2S132CA01151 as part of the Schamburg Right of Way
  - G. Resolution 2014-074 of the City of Sherwood authorizing the City Manager to execute an amendment to the intergovernmental agreement between the City of Sherwood and the City of Wilsonville regarding cost, construction, ownership and operation of segment 3b the water transmission line between Sherwood and Wilsonville
6. CITIZEN COMMENTS
7. NEW BUSINESS
8. PUBLIC HEARINGS

### **AGENDA**

**SHERWOOD CITY COUNCIL  
November 18, 2014**

**6:00 pm Executive Session  
(ORS 192.660 (2)(e) & (f))**

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

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

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

**A. Resolution 2014-073 Extending the Area 59 reimbursement district by 5 years to March 4, 2023 (Julia Hajduk, Community Development Director)**

**9. COUNCIL ANNOUNCEMENTS**

**10. CITY MANAGER AND DEPT. REPORTS**

**11. ADJOURN**

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

City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the 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 Sylvia Murphy, 503-625-4246 or [murphys@sherwoodoregon.gov](mailto:murphys@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**October 21, 2014**

**REGULAR SESSION**

- 1. CALL TO ORDER:** Mayor Bill Middleton called the meeting to order at 7:00 pm.
- 2. COUNCIL PRESENT:** Mayor Bill Middleton, Council President Linda Henderson, Councilors Dave Grant, Bill Butterfield, Krisanna Clark and Matt Langer.
- 3. STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, Community Development Director Julie Hajduk, Public Works Director Craig Sheldon, Police Chief Jeff Groth, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy. City Attorney Chris Crean.

**4. APPROVAL OF AGENDA:**

No Council action taken.

Mayor Middleton addressed the next item on the agenda.

**5. CONSENT AGENDA:**

- A. Approval of October 7, 2014 City Council Meeting Minutes**
- B. Resolution 2014-066 Authorizing the City Manager to sign a contract amendment to the Intergovernmental Agreement (IGA) with Metro and Washington County regarding a joint Industrial Site Readiness and Planning Grant benefiting Sherwood's Tonquin Employment Area**

**MOTION: FROM COUNCILOR CLARK TO ADOPT THE CONSENT AGENDA, SECONDED BY COUNCILOR GRANT, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Middleton addressed the next item on the agenda.

**6. CITIZEN COMMENTS**

Jim Claus, Sherwood resident approached the Council and provided documents (see record) and said Mr. Butterfield has a sign at the entrance of a polling place and referred to state statutes. He commented on passion over petty things. He said what is going on in Sherwood is totalitarian in format and said you

should never use “self-help”. He stated that we also have discretion of speech and said political officials have put pressure on landowners to force tenants to take down their political speech and said that is censorship. He said America is built on the idea of persuasion and commented on free speech. He asked Mr. Butterfield to take the sign down and said he did not think he did it deliberately.

Dan King, Sherwood resident came forward, reminded the Council of his previous comments regarding the Mayor and his article in the Gazette, and said the Mayor has done the same thing again. He referred to an accusation Mayor Middleton made about him and Ross Schultz who is also running for election. He read *“both Ross Schultz and Dan King have exaggerated their qualifications and backgrounds. Neither has shown that they can be trusted nor that they have the skills to manage Sherwood’s future”*. He asked Mayor Middleton to respond.

Mayor Middleton responded to Mr. King and stated the last time Mr. King ran he said he was a supervisor and his wife had to defend him in the newspaper. He said you are not a supervisor.

Dan King responded that he supervises inmates. Mayor Middleton asked if he was a Deputy Sheriff or a Corrections Deputy Sheriff. Mr. King responded he is a Deputy regardless and asked what difference that makes. Mayor Middleton asked if all of his certifications are in. Mr. King stated he is acting in the scope of his employment as a Deputy. Mayor Middleton stated he exaggerated that last time.

Mr. King said he did not exaggerate. He said Mayor Middleton has exaggerated and referred to his lawsuit with the City. He stated he read the summary judgment and said Mayor Middleton stated that he was fired and he commented on a *60 Minutes* segment where he said the City violated his USERRA rights. Mr. King read a section from Bill Middleton deposition and stated that Mr. Middleton was not fired. Mr. King said the information is all here and if anyone has any questions the information is available.

Mara Broadhurst, Sherwood resident approached the Council and said she sympathizes with the Councilor’s families who have been stalked and harassed. She said she had similar experiences in the last election. She said whether it is bully tactics, threatening phone calls or out of code profiteering, repeat violators have no excuse and should be held accountable. She said maybe then they would stop doing it. She stated City policy and code compliance are not trivial issues and enforcement cannot be left up to the honor system. She said this includes out of order disruptions which demeans the public process. She stated proper protocol has to be followed consistently on every level. She commented on the vehicles in question as you drive down the highway. She asked what will be the remedy to bring this property into compliance with the code. She asked if the City will have to repeat the process again and repeatedly spend City resources. She said as long people can make more money from out of code uses than the fines or penalties imposed or if these fines and penalties are repeatedly dismissed there is no incentive to obey the law. She stated if we don’t learn from history we will probably be repeating it.

Naomi Belov, Sherwood resident came forward and thanked Mayor Middleton for his work and said the citizens of Sherwood appreciate it. She commented on his legacy and said he turned the tide and things are moving forward. She said he lowered SDCs so small businesses can come to town, he worked to bring transparency and he has given the citizen’s a voice. She thanked Mayor Middleton for his endorsement of Dean Boswell, Sally Robinson and Jennifer Harris. She said these are three residents that are stellar applicants because of their desire to serve. She announced that Da Mimmo’s has a new chef and they are planning a Halloween themed dinner on Halloween starting at 5 pm.

Mayor Middleton addressed the next item on the agenda.

## 7. NEW BUSINESS

### **A. Resolution 2014-067 A Resolution Authorizing the City Manager to enter into a contract with Buell Recreation to purchase and install the playground structure and swing set for Stella Olsen Memorial Park**

Public Works Director Craig Sheldon said the resolution is for the replacement of the play structure at Stella Olsen Park and said the last structure was installed in 1998 and structures can go 12 to 15 years and said Sherwood is trying to keep theirs between 15 to 20 years. He stated on August 4, Public Works provided 6 options to the Parks Board and asked them to narrow it down to three options to bring to Music on the Green for residents to vote on. He said they also voted online. He stated the City received approximately 570 votes. He said they attended Music on the Green on August 13 and received 189 votes at that event. He noted on October 6 Public Works went back to the Parks Board and the Board recommended option D (see record, Exhibit A). He said the best pricing without going out to bid and conducting an RFP process was to utilize the King County Directors Association which is the same association the City used to buy the Musco lighting. He explained it is about a 7% savings on equipment and a 5% savings on material as well as all of the administrative costs involved with an RFP which is not included in the 12% savings. He said the contract is with Buell Recreation but it is going through the King County Directors Association. He noted the actual equipment cost is \$169,715.38 and that is with installation and the performance bond. He said the surfacing material is \$6,360.00 for a total of \$176,075.38 and he is asking for a 2% contingency for a total amount of \$179,596.88. He noted they have \$170,000 budgeted for the equipment and the \$6,360.00 will come out of the Materials and Services budget and the 2% if needed will have to be covered by savings within the budget.

With no questions from Council the following motion was received.

**MOTION: FROM COUNCILOR GRANT TO ADOPT RESOLUTION 2014-067, SECONDED BY COUNCIL PRESIDENT HENDERSON, MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Middleton addressed the next item on the agenda.

## 8. COUNCIL ANNOUNCEMENTS

Councilor Butterfield said the Bowmen had a great day in Lake Oswego. He said the Booster Club auction was a success and they are excited to have next year's event in the Community Center. He announced that the Parks Board is working diligently with the City to develop a final design for the proposed dog park at Snyder Park. He stated the Parks Board has also been working on final design for some of the playground equipment throughout the City. He noted that the Parks Board has not had much money in the past but things are improving.

Council President Henderson announced that Aladdin is being performed this weekend at Sherwood High School and tickets are available at [vpafoundation.org](http://vpafoundation.org). She said the Cultural Arts Commission met and they are excited about the Cultural Arts Center and are planning the grand opening for late January or February. She announced a new Cultural Arts Center Director has been hired, Maggie Chapin who has been working at the Walter Center in Hillsboro and also worked for Tears of Joy Theater in Portland and

will be a tremendous asset. She said last Saturday was Tip-a-Cop and the Onion Festival and thanked all the volunteers.

Councilor Langer said the Onion Festival was a success. He announced the next Chamber breakfast is November 11 and said there will be a number of mixers in November and referred to the Chamber website for more information. He said the YMCA has the Haunted Teen Center on Friday and Saturday and the Harvest Festival is Saturday from 4 to 6 pm. He stated the 24 hour walk/run is November 1 from 6:30 am to 6:30 pm. He said the YMCA all staff meeting is November 8 and the YMCA will be closed at 5:45 pm. He said the YMCA will provide a tent for the Give-N-Gobble and Thanksgiving Day hours are 7 am to 1 pm.

Councilor Clark announced the Give-N-Gobble is Thanksgiving Day and you can register now and it supports Helping Hands. She announced a potluck and workout at the Sherwood CrossFit Absolute on Friday October 21 from 6 to 8 and said it is a benefit for Emma Aanderud. She said on October 31 they are having Stuff the Truck at the Sherwood High School during the football game. She stated October 25 is the grand opening for SMJ Performing Arts from 1 to 4. She commented on attending the grand opening for Nature's Pet in Wilsonville and she congratulated the owners on the expansion. She said she attended the Tri-County Gun Club open house on Sunday. She said this last weekend was the Washington County Artist Open Studios and Sherwood had two artists participating in the event. She stated the CWS is supporting a program Tree for All and our date is November 15 in Woodhaven Park and the purpose of the program is to plant 1 million trees in one year. She said there is more information at [jointreeforall.org](http://jointreeforall.org).

Mayor Middleton responded to Mr. King's comments and stated he was issued a letter of termination by City Manager Ross Schultz.

Mayor Middleton addressed the next item on the agenda.

## **9. CITY MANAGER REPORT**

City Manager Joe Gall stated the applications for the vacant Council position are due on October 27 at 5 pm. He said application materials are on the City website or you can contact City Recorder Sylvia Murphy. He announced the 3<sup>rd</sup> annual Veteran's Day event will be on November 11 at 11 am at the Sherwood High School. He said the City has one new staff member and asked Community Development Director Julia Hajduk to do introductions.

Julia Hajduk introduced Jeanette DeCastro as the new Engineering Tech I. She said Jeanette has her degree in Civil Engineering Technology from PCC. Julia said she has both public and private sector experience and welcomed her to the City.

Council President Henderson asked if the City has considered the shed on Sherwood Boulevard which is now for sale. She said they talked about the property when she was on the Parks Board. She asked if acquiring that property was something the City wanted to consider.

Mr. Gall said they have not been looking at that property and noted that we are in the business of trying to sell property versus purchasing more.

Councilor Henderson noted that we have talked about it in the past. Mr. Gall said he was not aware of that and asked if the other Councilors would like him to look into it.

Councilor Grant said perhaps a couple of calls regarding price and zoning. Mr. Gall said he would do that and look into the history of the building.

Councilor Grant asked for an update on the YMCA contract.

Assistant City Manager Tom Pessemier said they have met with the YMCA many times and have worked well together especially in terms of getting the framework for an approved contract. He said the language has been developed and the YMCA has reviewed it. He stated they are at the point of needing direction from Council and are in the process of putting together a confidential memo with the City Attorney and said that should be ready the first week of November. He said there will be an Executive Session to discuss the memo and to figure out the next steps.

Mayor Middleton confirmed that there would not be a Council meeting on November 4. City Manager Gall said that is correct.

Councilor Grant asked if there is a meeting this Saturday.

Mr. Gall said the Saturday meeting discussion was regarding a potential meeting to interview candidates for the vacant position.

Mayor Middleton addressed the next item on the agenda.

## **10. ADJOURN**

Mayor Middleton adjourned the meeting at 7:35 pm.

Submitted by:

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Sylvia Murphy, MMC, City Recorder

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Bill Middleton, Mayor



**TO:** Sherwood City Council

**FROM:** Julia Hajduk, Community Development Director  
**Through:** Chris Crean, City Attorney and Joseph Gall, ICMA-CM, City Manager

**SUBJECT:** Resolution 2014-068, authorizing the City Manager to execute an amendment to the Construction Excise Tax Intergovernmental Agreement (IGA) between Metro and the City of Sherwood

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**Issue:**

Shall the Council authorize the City Manager to sign an amendment to the Intergovernmental Agreement (IGA) with Metro relating to the collection of Construction Excise Tax?

**Background:**

Metro imposes a Construction Excise Tax (CET) on construction within the Metro Region. The City of Sherwood entered into an IGA with Metro to administer and collect the CET on new construction in 2006. Originally, the CET was established to help fund concept planning in new urban growth areas and was anticipated to collect \$6.3 million. In 2009, after input from a broad-base stakeholders' advisory group, the Metro Council extended the CET with a new sunset date of September 2014. In June of this year, the Metro Council authorized another extension; this time with a sunset date of December 2020.

Since originally adopting the CET, the CET funds have been used for Community Development and Planning grants for both urban growth expansion areas and for planning areas inside existing boundaries. Sherwood has benefited from a number of CET grants for the Brookman Concept Plan and the Tonquin Employment Area Concept Plan and most recently for the Sherwood West Concept Plan and the large lot industrial sites within the county and implementation plan for the Tonquin Employment Area (TEA).

The amended IGA will establish the new sunset date of December 2020. If the Council were to deny amending the IGA, the City would cease collecting the CET on behalf of Metro. It should be noted, however since the inception of the CET in 2006, the City has benefited with over \$742,000 in grants; whereas, development in the City has contributed approximately \$133,000 in CET revenue through FY 2013. If the City were to forego collection of the tax, we would certainly not be contributing our share commensurate with the benefit received to date and it is highly unlikely that we would be considered for future grants. Also, as noted below, the CET and IGA allow the City to retain five percent (5%) of the funds it collects to pay for administering the tax.

**Financial Impacts:**

The City receives 5% of the CET collected to cover the costs associated with administering the tax. Therefore, there will be no anticipated fiscal impact.

**Recommendation:**

Staff respectfully requests City Council adoption of Resolution 2014-068 authorizing the City Manager to execute an amendment to the Construction Excise Tax Intergovernmental Agreement (IGA) between Metro and the City of Sherwood.



## RESOLUTION 2014-068

### **AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION EXCISE TAX INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN METRO AND THE CITY OF SHERWOOD**

**WHEREAS**, Metro and the City of Sherwood ("City") are parties to the Construction Excise Tax Intergovernmental Agreement to Collect and Remit Tax ("CET Collection IGA"), dated June 16, 2006, which provides that the City will collect and remit Construction Excise Taxes pursuant to the Metro Construction Excise Tax, Ordinance # 06-1115, and Metro Code Chapter 7.04; and

**WHEREAS**, the CET Collection IGA provides that the City will retain a Five Percent (5%) administrative fee from the CET it collects; and

**WHEREAS**, the original sunset date for the CET Collection IGA was tied to the original sunset date of the Metro CET, which was to be the date on which Metro certified that all collecting jurisdictions had remitted a total of \$6.3 million in CET; and

**WHEREAS**, while Metro collected the initial \$6.3 million, because of the public benefit the program provides, in 2009 the Metro Council extended the Construction Excise Tax via Ordinance No. 09-1220, with a new sunset date of September 30, 2014 along with additional anticipated revenue; and

**WHEREAS**, in 2014 Metro engaged a broad-based stakeholder advisory group, including many local jurisdictions, to determine whether to further extend the Construction Excise Tax, and extension of the CET was supported by the advisory group and MPAC; and

**WHEREAS**, on June 19, 2014 the Metro Council adopted Ordinance No. 14-1328 extending the CET with a new sunset date of December 31, 2020; and

**WHEREAS**, the City Council wishes to extend the CET Collection IGA to reflect the new CET sunset date with all other provisions in the CET Collection IGA remaining unchanged;

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

**Section 1.** The Sherwood City Council hereby authorizes the City Manager to sign the amendment to 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 18<sup>th</sup> day of November 2014.**

Attest:

\_\_\_\_\_  
Bill Middleton, Mayor

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Sylvia Murphy, MMC, City Recorder

**AMENDMENT TO  
CET COLLECTION IGA  
METRO / CITY OF SHERWOOD**

This Amendment to the Metro – City of Sherwood Construction Excise Tax Intergovernmental Agreement to Collect and Remit Tax (“Amendment”), is effective as of September 30, 2014, by and between Metro, a metropolitan service district organized under the laws of the state of Oregon, located at 600 Northeast Grand Avenue, Portland, OR, 97232 (“Metro”), and the City of Sherwood, a municipal corporation, located at 22560 SW Pine Street, Sherwood , OR 97140 (the “City”), collectively referred to as “Parties.”

WHEREAS, Metro and the City are parties to the Construction Excise Tax Intergovernmental Agreement to Collect and Remit Tax dated June 22, 2006 (“CET Collection IGA”), which provides that the City will collect and remit Construction Excise Taxes pursuant to the Metro Construction Excise Tax, Ordinance # 06-1115, and Metro Code Chapter 7.04;

WHEREAS, the CET Collection IGA provides that the City shall retain a Five Percent (5%) administrative fee from the CET it collects; and

WHEREAS, the original sunset date for CET collection was tied to the original sunset date of the Metro CET, which was the date on which Metro certified that all collecting jurisdictions had remitted a total of \$6.3 million in CET; and

WHEREAS, in 2009 the Metro Council extended the Construction Excise Tax via Ordinance No. 09-1220, with a new sunset date of September 30, 2014; and

WHEREAS, in 2014 Metro engaged an advisory group consisting of a broad based stakeholder group, including many local jurisdictions, to determine whether to extend the Construction Excise Tax, and extension of the CET was supported by the advisory group and MPAC, and on June 19, 2014 the Metro Council adopted Ordinance No. 14-1328 extending the CET with a new sunset date of December 31, 2020; and

WHEREAS, the Parties wish to amend their CET Collection IGA to reflect the new CET sunset date;

NOW THEREFORE, the Parties agree as follows:

SECTION 1. The Parties hereby amend Section 10 of their CET Collection IGA, to **delete** the existing language in Section 10 which states  
*“Sherwood shall cease collection of the Construction Excise Tax pursuant to this CET Collection IGA on the last day of the month which Metro certifies to Sherwood that a total of \$6.3 million has been collected by the Metro-area local jurisdictions and has been remitted to and received by Metro”* [remainder of section remains]

And **insert**

*“Sherwood shall cease collection of the Construction Excise Tax pursuant to this CET Collection IGA on December 31, 2020.”*

SECTION 2. All other provisions of the CET Collection IGA shall remain in full force and effect.

SECTION 3. This Amendment to the CET Collection IGA is effective retroactive to September 29, 2014.

**Metro**

**City of Sherwood**

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By: Martha Bennett  
Title: Metro Chief Operating Officer

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By: Joseph Gall  
Title: Sherwood City Manager

**City Council Meeting Date:** November 18, 2014

**Agenda Item:** Consent Agenda

**TO:** Sherwood City Council

**FROM:** Jeff Groth, Police Chief

Through: Joseph Gall, ICMA-CM, City Manager and Paul Elsner, City Attorney

**SUBJECT: Resolution 2014-069, authorizing the City Manager to sign an Intergovernmental Agreement (IGA) with Washington County and the Sherwood School District to formally establish the Sherwood Youth Substance Abuse Team.**

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**Issue:**

Should the City Council authorize the City Manager to sign an Intergovernmental Agreement (IGA) with Washington County and the Sherwood School District, to establish the Sherwood Youth Substance Abuse Team?

**Background:**

Over the last 2 years, groundwork has been laid for the creation of the Sherwood Youth Substance Abuse Team (YSAT). The Sherwood YSAT will address the problem of youth substance abuse in Sherwood. Over the course of these two years, City Council has received updates during work sessions.

The IGA will:

- Formalize the partnership between the City of Sherwood and its Police Department, Sherwood School District and Washington County Juvenile Department in addressing youth substance abuse in Sherwood
- Establish YSAT as an authorized Diversion Program
- Provide financial assistance from the City of Sherwood to the Sherwood School District for administrative coordination

**Financial Impacts:**

The IGA will provide \$20,000 annually from the City of Sherwood to the Sherwood School District for the reimbursement of administrative assistance in support of YSAT. This amount is currently not budgeted in the FY2014-15 budget, but will be included as a request in the mid-fiscal year Supplemental Budget in December 2014.

**Recommendation:**

Staff respectfully requests City Council adoption of Resolution 2014-069 authorizing the City Manager to sign an Intergovernmental Agreement (IGA) with Washington County and the Sherwood School District to formally establish the Sherwood Youth Substance Abuse Team.



**RESOLUTION 2014-069**

**AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY AND THE SHERWOOD SCHOOL DISTRICT TO FORMALLY ESTABLISH THE SHERWOOD YOUTH SUBSTANCE ABUSE TEAM**

**WHEREAS**, the duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the formation of the Sherwood Youth Substance Abuse Team (YSAT); and

**WHEREAS**, the Intergovernmental Agreement would form a partnership between the City of Sherwood and its police department, the Sherwood School District and Washington County to address youth substance abuse in Sherwood; and

**WHEREAS**, the Sherwood City Council hereby resolves that the Intergovernmental Agreement with the Sherwood School District and Washington County meets the public safety needs of the citizens of the City of Sherwood and authorizes the City Manager to sign the Intergovernmental Agreement for the purposes of establishing the Sherwood Youth Substance Abuse Team.

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

**Section 1.** The City Manager is authorized to sign the Intergovernmental Agreement with the Sherwood School District and Washington County, attached as Exhibit A.

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

**Duly passed by the City Council this 18<sup>th</sup> day of November 2014.**

\_\_\_\_\_  
Bill Middleton, Mayor

Attest:

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



**WASHINGTON COUNTY JUVENILE DEPARTMENT  
CITY OF SHERWOOD  
SHERWOOD SCHOOL DISTRICT NO. 88J**

**Intergovernmental Agreement for Provision of Sherwood Youth Substance Abuse Team**

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

- A. There currently exists in the Sherwood community a need for a positive intervention strategy focusing on youth substance abuse.
- B. The parties desire to cooperate in the provision of this service to promote good communication and the efficient deployment of resources.
- C. The parties have agreed to the creation of an Authorized Diversion Program as prescribed in ORS 419C.225. The diversion program shall be referred to as the Sherwood Youth Substance Abuse Team ("YSAT") and will function within that portion of Washington County that includes both the City and students enrolled in the District.
- D. The parties agree the goal of the YSAT is the reduction of the rate of substance abuse among Sherwood youth by creating a single point of access and referral, providing multi-agency sharing of information, screening and assessment, providing effective intervention and treatment resources and strategies as well as increasing positive community norms and community awareness of criminal and civil, and personal consequences related to drug and alcohol use.
- E. The parties have agreed to the attached YSAT Program Description.

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

- 1. General Administration – County Responsibilities.
  - a. County will provide its Juvenile Department Director or Division Manager to serve on the YSAT Governing Board. The Director's/Manager will attend meetings of the Governing Board, provide input and guidance for the success of the YSAT and facilitate provision of Juvenile Department resources.
  - b. County will provide one (1) juvenile counselor to serve as the Juvenile Department liaison to the YSAT. The counselor will attend meetings, establish jurisdiction of the Juvenile Department and authorize formal accountability agreements, meet with families and facilitate treatment and services. Case management services will be provided to Juvenile Department involved youth consistent with Juvenile Department resources and priorities based on a risk-based intervention model.

2. General Administration – City Responsibilities.
  - a. City will provide a member of its City Council to serve on the YSAT Governing Board to promote political support of the YSAT, attend meetings of the Governing Board and provide input and guidance for the success of the YSAT.
  - b. City will provide its Police Chief to serve on the YSAT Governing Board to facilitate meetings thereof, provide input and guidance for the YSAT's success and facilitate provision of Police Department resources.
  - c. City will assign one (1) School Resource Officer (SRO) to the YSAT to serve as the Police Department liaison to the YSAT. The SRO's function within YSAT will be to attend meetings, help facilitate meetings and referrals and provide mentoring to students as a part of the program.
  - d. City will provide the District \$20,000.00 for the costs of administrative assistance provided by District to the YSAT.
3. General Administration – District Responsibilities.
  - a. District will provide a member of its School Board to serve on the YSAT Governing Board to promote political support of the YSAT, attend meetings of the Governing Board and provide input and guidance for the success of the YSAT.
  - b. District will provide its Superintendent to serve on the YSAT Governing Board who will attend meetings of the Governing Board and provide input and guidance for the YSAT's success.
  - c. District will provide a high school administrator as the high school liaison to the YSAT who will attend meetings, help facilitate meetings and referrals, provide mentoring to students as a part of the program and provide resources and input as needed.
  - d. District will provide additional school counselors or staff members as may be needed to help address specific student needs and provide resources.
  - e. District will provide a part-time administrative assistant, office space, computer and necessary materials to support and coordinate the YSAT process, schedule meetings and create agendas, explain the program to families, execute contracts and maintain confidential files.
4. General Administration – Responsibilities of all Parties:
  - a. The Parties agree that the YSAT Governing Board will meet quarterly or more frequently as needed and agreed to by a majority of the Board members. Quarterly meetings will be organized and facilitated by the City.
  - b. The parties agree the YSAT will normally meet monthly, but may adjust meeting dates as deemed necessary.
  - c. The parties agree any equipment supplied by any of the parties remains the property of the District, City or County as the case may be.

5. Payments to the District.  
District will invoice City at the beginning of each fiscal year and City will pay the invoice within 30 days of City's receipt thereof.
6. Indemnification, Limitations and Conditions.
  - a. To the extent permitted by Oregon law, County agrees to indemnify, within the limits of the Oregon Tort Claims Act, City and District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of County's activities under this Agreement, provided, County shall not be required to indemnify City and/or District for any such claims, demands, settlements, or judgments arising from the wrongful acts of the City or District or their respective officers, agents or employees.
  - b. To the extent permitted by Oregon law, City agrees to indemnify, within the limits of the Oregon Tort Claims Act, County and District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of City's activities under this Agreement, provided City shall not be required to indemnify County and/or District for any such claims, demands, settlements, or judgments arising from the wrongful acts of County or District or their respective officers, agents or employees.
  - c. To the extent permitted by Oregon law, District agrees to indemnify, within the limits of the Oregon Tort Claims Act, County and City from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of District's activities under this Agreement, provided, that District shall not be required to indemnify County and/or City for any such claims, demands, settlements, or judgments arising from the wrongful acts of County or City or their respective officers, agents, or employees.
  - d. County, City and the District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.
7. Confidentiality.
  - a. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA"), and ORS 326.565, County and/or City shall not disclose any personal information or records regarding students or their families County or City may learn or obtain in the course and scope of their respective performances under this Agreement except as may be authorized by these laws. The Parties recognize FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Personally identifiable information obtained by either County or City in their performances under this Agreement may not be re-disclosed to third parties without the prior written consent of the student's parent/guardian and may be used only for the purposes identified in this Agreement.
  - b. Pursuant to ORS 419A.257, the Health Insurance Portability and Accountability Act as amended ("HIPAA"), and 42 CFR Part 2, County is restricted on the information they may disclose or release regarding youth offenders and/or those involved in YSAT. Any information that is disclosed by County in the course and

scope of this agreement, may not be re-disclosed or released to third parties without the prior written consent of the youth offender and their parent or guardian.

8. Term.

This Agreement is effective beginning December 1, 2014 through and including November 30, 2015. It shall automatically be renewed for each successive fiscal year, unless the District, City or County provide written notice to the other parties not less than thirty days prior to June 30 of their intention to terminate the agreement.

9. Integration.

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

10. Severability.

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

11. Notice.

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

If to County: Lynne Schroeder  
222 N. First Avenue  
Hillsboro, Oregon 97124

If to City: Joseph Gall, City Manager  
22560 SW Pine St.  
Sherwood, Oregon 97140

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

12. Oregon Law and Forum.

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

13. Amendments.

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

14. Non-Waiver.

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

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

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88J

By \_\_\_\_\_  
Joe Gall,  
City Manager

By \_\_\_\_\_  
Dr. Heather Cordie,  
Superintendent

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

WASHINGTON COUNTY

By \_\_\_\_\_  
Kirby Johnson  
Deputy County Administrator

Date signed: \_\_\_\_\_

## **Sherwood Youth Substance Abuse Team Program Description**

This policy document has been prepared by the City of Sherwood, Sherwood Police Department, Sherwood School District No. 88J and Washington County Juvenile Department and establishes the operational guidelines for the Sherwood Youth Substance Abuse Team.

The Youth Substance Abuse Team (YSAT) is an integrated “system” that incorporates existing resources, and develops new resources as needed to address the ongoing issue of youth substance abuse in the Sherwood Community. It incorporates a broad-based, multi-disciplinary, community wide approach to address the problem of teen substance abuse in Sherwood by providing effective referral, initial screening & assessment, treatment and follow-up.

The YSAT is a model program that will include components of prevention and intervention and represents a powerful collaboration of local law enforcement, education, juvenile justice professionals and community partners.

### Mission

The Youth Substance Abuse Team is committed to providing a continuum of prevention, intervention and treatment services to Sherwood youth and families who are, or have been affected or impacted by substance abuse.

### Goals & Strategies

The goal of the Youth Substance Abuse Team is to reduce the rate of substance abuse among Sherwood youth by:

- Creating a single point of access and referral
- Providing multi-agency screening and assessment
- Providing effective intervention and treatment resources and strategies
- Increasing positive community norms and community awareness of criminal and civil, and personal consequences related to drug and alcohol use

### Roles and Responsibilities:

- The YSAT Coordinator will be a part-time Administrative Assistant provided by the school district. The coordinator will receive and track referrals, schedule meetings and create meeting agendas, explain the YSAT program to families and maintain confidential files
- The YSAT Co-Facilitators will be a high school administrator provided by the district and a school resource officer provided by the police department. The co-facilitators will work with the coordinator to organize and schedule meetings, facilitate meetings and serve leadership roles for the team
- The YSAT will normally meet monthly, but may adjust their meeting schedule as needed

### Guidelines

YSAT is established as an authorized diversion program under ORS 419C.225 and will operate within the following guidelines:

- YSAT will serve youth who are residents of Sherwood and/or enrolled in the Sherwood School District and commit an offense involving the use of alcohol, tobacco or any controlled substance that is classified and punishable as a violation or misdemeanor and is the youth’s first such offense
- Youth may be referred to YSAT by law enforcement, school officials, the juvenile department, themselves (self-report) and/or parents
- All referrals will be screened by YSAT to determine the youth’s eligibility and willingness to enter the program

- Eligible youth will be offered a voluntary contract enabling them to enter the program and they must agree to fulfill the requirements and conditions of the program and allow for the sharing of otherwise confidential information by the parties, as set forth in the contract
- The contract must be voluntarily entered into by all parties, including the youth, their parents and/or guardian, and YSAT Coordinator
- The contract is revocable by the youth at any time by written revocation
- The contract is revocable by YSAT in the event the youth fails to carry out the terms of the program or commits a subsequent offense
- The contract and/or program specifics will be kept confidential in accordance with State and Federal law, cannot be released to any third party outside of YSAT and will not be used as evidence against the youth in any adjudicatory hearing
- The contract will be executed in writing and signed by the youth, the youth's parents and/or guardian and YSAT Coordinator
- The contract will be retained by the YSAT Coordinator
- The requirements and conditions of the program may include a drug & alcohol assessment, drug screening, counseling, drug & alcohol education and/or treatment, community service or any other legal activity which in the opinion of YSAT would be beneficial to the youth
- The program must be completed within six (6) months of the referral
- Youth with delinquency referrals that enter the program and fulfill the terms of the contract will be diverted from having a formal petition filed against them. If the youth fails to complete or fulfill the terms of the contract they will be referred to the juvenile department and a formal petition will be filed
- Youth with school referrals that enter the program and fulfill the terms of the contract will receive reduced sanctions from the school district. If the youth fails to complete or fulfill the terms of the contract they will receive the full sanctions normally levied by the school district
  - If the youth is involved in school athletics and participating under the Athletic Training Rules, the athletic sanctions will also be reduced. If the youth fails to complete or fulfill the terms of the contract they receive the full sanctions normally levied by the Athletic Training Rules
- Youths, and/or their parents, that self-report involvement in the use of alcohol, tobacco or any controlled substance will also be accepted and if they fulfill the terms of the contract they will receive reduced sanctions from the school district and/or be diverted from having a formal petition filed against them. If a self-reporting youth fails to complete or fulfill the terms of the contract they may face sanctions and/or a formal petition, based on the circumstances, and they will lose the "first offense" opportunity for YSAT in the future

### Outcomes

With the goal of reducing the rate of substance abuse among Sherwood youth, YSAT will attempt to achieve the following outcomes:

- 80% of youth entering the program will not re-offend with an alcohol or drug offense. This will be measured by the recidivism rate for youth alcohol and drug offenses.
- Data collection by Sherwood Police, Sherwood School District and Washington County Juvenile will all reflect reductions in the number of substance abuse related offenses
- The overall substance abuse rate among Sherwood area youth will decrease by 5% every two (2) years, as measured by the Oregon Healthy Kids survey
- Overall community perception will improve as measured by community survey

**TO:** Sherwood City Council

**FROM:** Adrienne Doman Calkins, Library Manager  
**Through:** Joseph Gall, ICMA-CM, City Manager

**SUBJECT:** **Resolution 2014-070, appointing Colin K. Woodbury to the Library Advisory Board**

---

**ISSUE:**

Should the City Council appoint Colin K. Woodbury to the Library Advisory Board?

**BACKGROUND:**

Ashley Korn was originally appointed by Resolution 2013-056 and has served her assigned term as the High School Representative. Library Advisory Board members, staff, and Friends of the Library members solicited high school students to apply during a two-week period in September. Two applications were received and both candidates were invited to interviews with the Library Advisory Board Chair, Council Liaison and Staff Representative.

After the conclusion of the interview process, the board recommends Colin K. Woodbury to be appointed to the Library Advisory Board. According to Chapter 2.12.020 of the Sherwood Municipal Code, "The city council shall also appoint a high school representative as one of the nine voting members of the board. The term of office of the high school representative shall be for one or more years", per ORS 357.465.

**RECOMMENDATION:**

Staff respectfully recommends City Council approval of Resolution 2014-070 appointing Colin K. Woodbury to the Library Advisory Board.





## RESOLUTION 2014-070

### A RESOLUTION APPOINTING COLIN K. WOODBURY TO THE LIBRARY ADVISORY BOARD

**WHEREAS**, there is currently one seat vacant for a high school student member of the Library Advisory Board due to the graduation of Ashley Korn; and

**WHEREAS**, Colin K. Woodbury has applied to serve on the Library Advisory Board; and

**WHEREAS**, the applicant has been endorsed by the Council liaison, Board chairperson and staff liaison and by the Mayor; and

**WHEREAS**, Colin K. Woodbury currently resides in Sherwood, attends Sherwood High School, and is extremely interested in representing youth on the Library Board and involving youth in library services and programming.

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

**Section 1.** Colin K. Woodbury is appointed to the Library Advisory Board as the high school student representative for a term beginning December 2014 and ending November 2016.

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

**Duly passed by the City Council this 18<sup>th</sup> day of November 2014.**

\_\_\_\_\_  
Bill Middleton, Mayor

Attest:

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

**TO:** Sherwood City Council

**FROM:** Bob Galati PE, City Engineer  
**Through:** Joseph Gall, ICMA-CM, City Manager, Julia Hajduk, Community Development Director and Craig Sheldon, Public Works Director

**SUBJECT:** **Resolution 2014-071, authorizing City Manager to Take Actions Necessary for Accepting the State of Oregon Department of Transportation's Request for Transfer of State Road Right-of-Way (approx. 300 foot Segment of SW Langer Drive) into City Jurisdiction and Maintenance Control.**

---

**Issue:**

Shall the City Council authorize the City Manager to take necessary actions for accepting the State of Oregon Department of Transportation's request for the transfer of State road right-of-way into City jurisdiction and maintenance control? Specifically, the State wishes to transfer an approximate 300-foot of SW Langer Drive east of and paralleling Highway 99W into City control.

**Background:**

On October 10, 2014, an Oregon Department of Transportation (ODOT) representative notified City staff in writing of an apparent issue of jurisdictional ownership of public right-of-way along SW Langer Drive. During ODOT's construction of the Highway 99W and Six Corners project in 1990, ODOT had entered into an agreement (MC&A 9869) in which one requirement stated that "*State shall relinquish jurisdiction and maintenance responsibilities to County for the existing road connection between North Sherwood Road and Edy Road on the east side of Pacific Highway West*". It should be noted that the ODOT documents and correspondence refer to the street as Edy Road; however this section was renamed to Langer Drive subsequent to these documents.

Based on the information provided by ODOT it appears that transfer of jurisdiction and maintenance control never was concluded. During the intervening time, Washington County has relinquished control over the majority of the roadways within the City limits, including those portions of SW Langer Drive not under the authority of ODOT.

This action is in conformance with the City's intent to have jurisdiction and maintenance control of all roadways within the City limits with classifications of arterial, collector, neighborhood and local streets. For all intents and purposes, the City has been treating this section of SW Langer Drive as a City owned right-of-way and been maintaining the roadway accordingly.

This section of SW Langer Drive meets the City's roadway design standards with the exception of not having sidewalk along its west side frontage. However, since the east side frontage does have sidewalk, conditioning acceptance of transfer with the requirement of constructing sidewalk does

not need to be established. The physical condition of the asphalt pavement surface is deemed acceptable for acceptance of the roadway section.

**Financial Impacts:**

Acceptance of jurisdiction and maintenance responsibilities for the subject portion of SW Langer Drive will have no financial impact on the City, as this road is already part of the City's ongoing street maintenance plans.

**Recommendation:**

Staff respectfully requests City Council adoption of Resolution 2014-071, authorizing the City Manager to take actions necessary for accepting the State of Oregon Department of Transportation's request for the transfer of State road right-of-way into City jurisdiction and maintenance control.

Attachments to Resolution:

- Copy of ODOT Miscellaneous Contracts & Agreements #9869
- Map depicting location and area of right-of-way in question.



## RESOLUTION 2014-071

### **AUTHORIZING THE CITY MANAGER TO TAKE ACTIONS NECESSARY FOR ACCEPTING THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION'S REQUEST FOR TRANSFER OF STATE ROAD RIGHT-OF-WAY (APPROX. 300-FOOT SEGMENT OF SW LANGER DRIVE) INTO CITY JURISDICTION AND MAINTENANCE CONTROL**

**WHEREAS**, an April 30<sup>th</sup>, 1990, Cooperative Improvement Agreement, (MC&A #9869, Exhibit A) between the State of Oregon and Washington County, undertook the reconstruction of the "Six-Corners" intersection area; and

**WHEREAS**, in the Agreement under State Obligations, Section 4 states that at the completion of the project construction the State of Oregon would relinquish jurisdiction and maintenance responsibilities of SW Langer Drive to Washington County; and

**WHEREAS**, this relinquishment requirement of the Agreement was not officially completed and in the intervening time Washington County has relinquished jurisdiction and maintenance responsibilities of most of the County roadways to the City of Sherwood; and

**WHEREAS**, because of this oversight an approximate 300-foot length of SW Langer Drive, which is parallel and adjacent to Highway 99W (Map, Exhibit B), still officially remains within State of Oregon jurisdiction and maintenance control; and

**WHEREAS**, it is a City of Sherwood policy to have jurisdiction and maintenance control of all roadways within the City limits with street classifications of arterial, collector, neighborhood or local; and

**WHEREAS**, City staff has performed an inspection of the subject portion of SW Langer Drive and have determined that the pavement material has sufficient design life remaining to recommend acceptance of the transfer without conditions.

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

**Section 1.** That the City of Sherwood acknowledges and accepts the obligations for transfer of jurisdiction and maintenance responsibilities for that section of SW Langer Drive currently under State of Oregon control, as shown on map in Exhibit B.

**Section 2.** That the City Manager is directed to take all necessary actions to complete the transfer of SW Langer Drive right-of-way currently under the State of Oregon jurisdiction control to the City of Sherwood.

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

**Duly passed by the City Council this 18<sup>th</sup> day of November 2014.**

---

Bill Middleton, Mayor

Attest:

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Sylvia Murphy, MMC, City Recorder

## EXHIBIT A

Approved: OHSD Staff  
EDM  
April 30, 1990

Misc. Contracts & Agreements  
No. 9869

COOPERATIVE IMPROVEMENT AGREEMENT  
CONSTRUCTION FINANCE AND MAINTENANCE

MISC. CONTRACTS and  
AGREEMENTS No. 9869

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County".

### W I T N E S S E T H

#### RECITALS

1. Pacific Highway West is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission, and Tualatin-Sherwood/Edy Rd. is a part of the County Road System, under the jurisdiction and control of County.
2. For the purpose of providing acceptable traffic patterns on public highways, State plans and proposes to reconstruct and signalize Pacific Highway West @ Edy Road, Scholls Highway (Six Corners), hereinafter referred to as "project". The County proposes improvements to Tualatin-Sherwood/Edy Rd. which intersects the project and includes two private parcels of land (Langer parcels) that are common to both roadway projects. The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
3. Full improvements in the Six Corners intersection area are estimated to cost \$5,400,000 for right-of-way and construction. The cost sharing of Six Corners as agreed on July 21, 1989 is as follows:
  - a. Washington County shall contribute a maximum of \$500,000 for "urbanization" improvements (curbs, sidewalks, drainage, and street lighting) along both North Sherwood Road and Edy Road.
  - b. State will be responsible for the estimated 4.9 million to complete funding of the Six Corners project as well as cover any additional project costs. State financing of this project is covered by Access Oregon Highways funds.

**Contract No. 9869  
WASHINGTON COUNTY**

4. By the authority granted in ORS 366.770, and 366.775, State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties. Traffic signal work on the project will conform to the current State standards and specifications.

5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control signals to be used, and to place or erect them upon State highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control signals shall be erected or maintained upon any State highway by any authority other than State, except with its written approval.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

**STATE OBLIGATIONS**

1. State shall, conduct the necessary field surveys, foundation explorations and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.

2. State shall acquire in the name of State the necessary right-of-Way and easements for the project within State jurisdiction including the new road connection to existing Edy Road, east of Pacific Highway West.

3. State shall acquire in the name of County the necessary right-of-Way and easements for the project within County jurisdiction except the Langer Parcels.

4. State shall relinquish jurisdiction and maintenance responsibilities to County for the existing road connection between North Sherwood Road and Edy Road on the east side of Pacific Highway West.

5. State shall, upon award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

Contract No. 9869  
WASHINGTON COUNTY

6. State shall, upon satisfactory signal turn-on and completion of the illumination, perform all necessary maintenance of the traffic signals and illumination and will initially pay for maintenance and power costs. State will bill County annually for its share of the maintenance and power costs. The State shall retain complete jurisdiction and control of the timing established for operation of the traffic signals.

#### COUNTY OBLIGATIONS

1. County shall prepare right-of-way descriptions and purchase the Langer parcel, and provide the required right-of-way from the Langer file for both transportation improvements.

2. County shall forward an advance deposit to State prior to State advertising for bids for the project. The actual amount deposited will equal \$500,000 minus County right-of-way description/acquisition costs of the Langer property required by the State for the project. Any portion of said advance deposit which is in excess of the total actual cost will be refunded or released to County.

3. County hereby grants State the right to enter into and occupy County road right-of-way for the performance of necessary maintenance of the traffic signal equipment, including vehicle detector loops.

4. County shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in County road in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed in accordance with the plans and specifications.

5. County shall, upon request by State, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature, where such utilities or facilities are located within the right-of-way of any presently existing County road where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans for the project. County may request State to arrange for said relocation, acting on behalf of County.



Contract No. 9869  
WASHINGTON COUNTY

6. County shall, upon completion of project, annually reimburse State for it's share of the maintenance and power costs. Currently, County shall pay 50 percent of the maintenance and power costs attributed to the operation of the signals, and 75 percent of the maintenance and power costs attributed to the operation of the illumination, until such time as it is renegotiated.

7. County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

#### GENERAL PROVISIONS

1. State and County agree and understand that a mutual review of the project plans will be conducted prior to advertisement for construction bid proposals.

2. Subject to the limitations of the Oregon Constitution and statutes; County and State each shall be solely responsible for any loss or injury caused to third parties arising from County's or State's own acts or omissions under this agreement, and County or State shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from County's or State's own acts or omissions under this agreement.

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3. The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

B1190003

Contract No. 9869  
WASHINGTON COUNTY

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on August 16, 1988, as part of the Six Year Highway Improvement Program (Page 57). The Oregon Transportation Commission by a duly adopted delegation order authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Such authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED  
By [Signature]  
Region Engineer

Date 5/21/90

APPROVED AS TO  
LEGAL SUFFICIENCY  
By [Signature]  
Asst. Attorney General

Date 8/9/90

APPROVED AS TO  
LEGAL SUFFICIENCY  
By [Signature]  
County Counsel

Date 6-11-90

STATE OF OREGON, by and through  
its Department of Transportation,  
Highway Division

By [Signature]  
State Highway Engineer

Date 8/16/90

WASHINGTON COUNTY, by  
and through its Elected Officials

By [Signature]  
Chairman

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

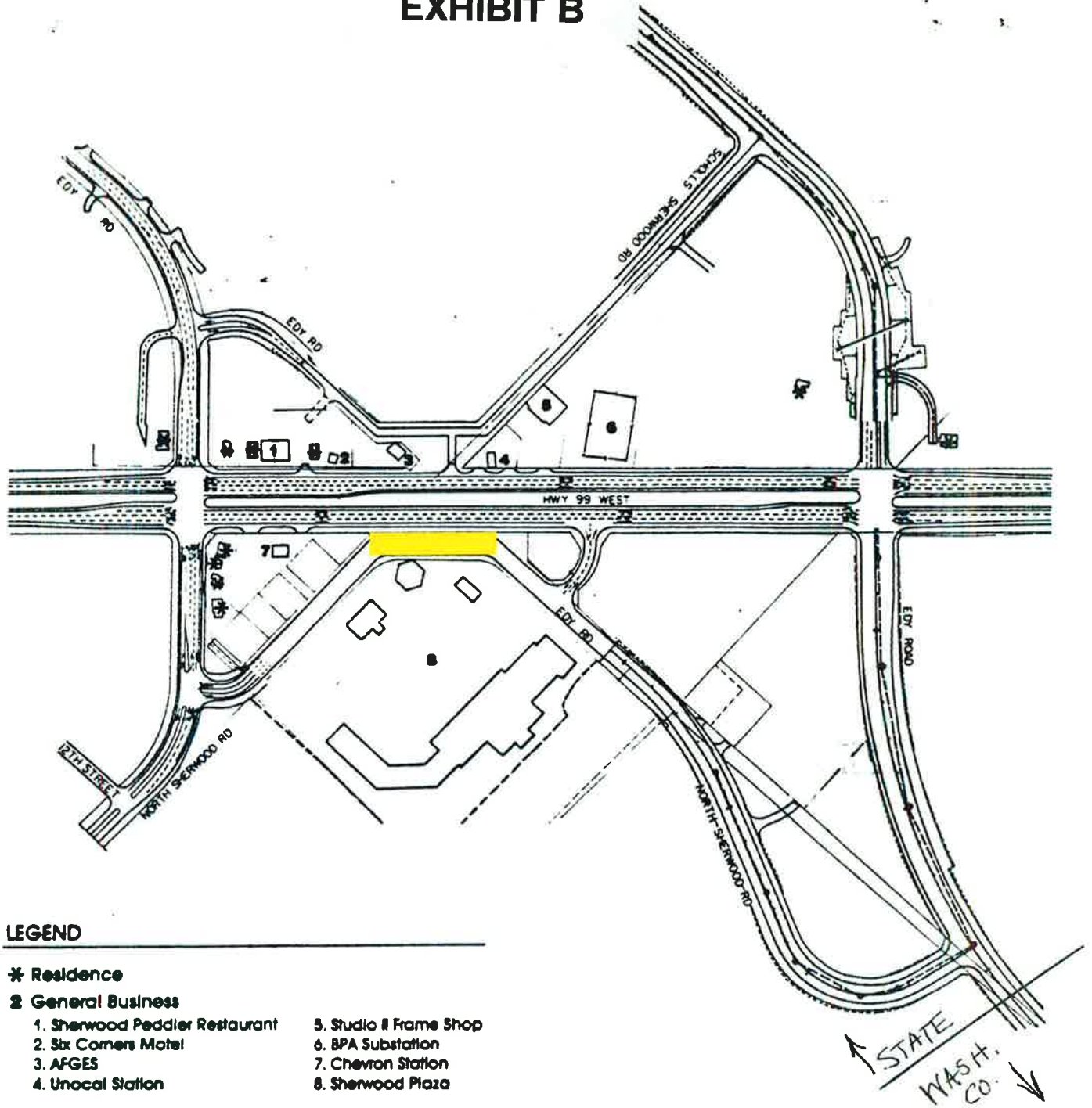
Date \_\_\_\_\_

WASHINGTON COUNTY  
Billing Address:  
  
Washington County  
150 North First Street  
Hillsboro, OR 97124

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS  
MINUTE ORDER # 90-285  
DATE 7-10-90  
BY [Signature]  
CLERK OF THE BOARD

B1190003

# EXHIBIT B



## LEGEND

- \* Residence
- 2 General Business
  - 1. Sherwood Peddler Restaurant
  - 2. Six Corners Motel
  - 3. AFGES
  - 4. Unocal Station
  - 5. Studio II Frame Shop
  - 6. BPA Substation
  - 7. Chevron Station
  - 8. Sherwood Plaza



## PREFERRED SIX CORNERS INTERSECTION OPTION

**TO:** Sherwood City Council

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

**SUBJECT: Resolution 2014-072, accepting tax lot 2S132CA01151 as part of the Schamburg Right of Way**

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**Issue:**

Shall the City Council accept land for right of way on Schamburg Drive?

**Background:**

Schamburg Drive is an existing, substandard road in the City. There is a gap in the right of way, a portion of which is tax lot 2S132CA01151. Exhibit A to the resolution shows this gap. The owners of the tax lot have approached the City about accepting the lot as a dedication for right of way. Traditionally, the City does not accept right of way unless it is brought up to City standards; however the existing roadway is not fully up to City standard and staff has determined that it would not make sense to require this owner to bring this small section of road up to City standard. Staff finds that accepting this lot as part of the overall right of way will not add significant burden on the City to maintain and may, in fact make it easier to maintain and improve in the future.

**Financial Impacts:**

Because this lot is a tax lot and is not tax exempt, it is assessed taxes. For the current tax year, taxes have been assessed and must be paid regardless of whether it is dedicated to the City. A condition in the attached resolution is that the dedication will not be accepted until proof of tax payment has been provided, demonstrating that the City would be accepting this lot with no tax burden. Once dedicated as right of way, future tax years will not result in a tax assessment.

**Recommendation:**

Staff respectfully requests City Council adoption of Resolution 2014-072 accepting the dedication of tax lot 2S132CA01151 as part of the Schamburg Drive right of way.



## RESOLUTION 2014-072

### ACCEPTING THE DEDICATION OF CERTAIN REAL PROPERTY, TAX LOT 2S132CA01151 ON SCHAMBURG DRIVE

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

**WHEREAS**, the owner of tax lot 2S132CA01151 approached the City wishing to dedicate the tax lot to the City of Sherwood for right of way purposes; and

**WHEREAS**, this proposed dedication is outside a land use process which is the most traditional means of considering land dedication; and

**WHEREAS**, the tax lot is within the area of Schamburg Drive and is sandwiched on the north and south by right of way; and

**WHEREAS**, the Council has determined that accepting this tax lot as right of way purposes is in the public interest, will not have a significant financial impact and will bring the street closer to compliance by removing a section that is privately owned from the existing street section.

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

**Section 1.** The area referred to as tax lot 2S132CA, 01151 as shown in Exhibit A and as described in the Bargain and Sale Deed attached as Exhibit B is accepted as public right of way subject to verification that the property is fully current on the property taxes through the current tax year.

**Section 2.** The Sherwood City Manager is authorized to execute the dedication deed for public right of way on behalf of the City of Sherwood.

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

**Duly passed by the City Council this 18th day of November 2014.**

\_\_\_\_\_  
Bill Middleton, Mayor

Attest:

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



# Fidelity National Title

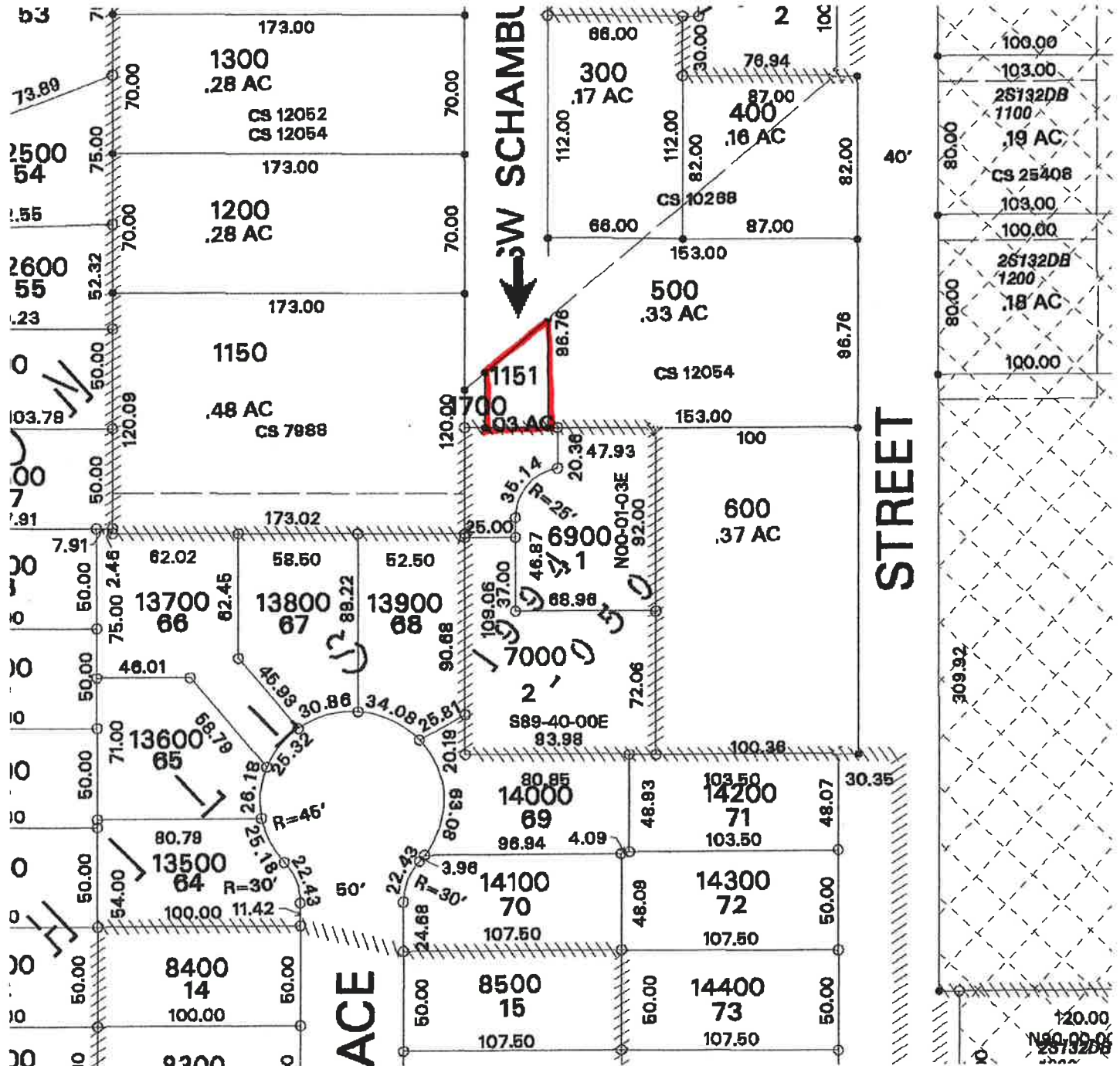
Company Of Oregon

900 SW 5th Ave., Mezzanine Level Portland, Oregon 97204  
Phone: (503) 227-LIST (5478) E-mail: csrequest@fnf.com



Parcel #: R2156288

Ref Parcel Number: 2S132CA 01151



The map is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.

23

12128

BARGAIN AND SALE DEED

THIS INDENTURE made this 21ST day of JUNE, 1974, by and between WASHINGTON COUNTY, a political subdivision of the State of Oregon, and DONALD J. AND YVONNE I. SCHELLER

hereinafter called the Grantee;

WITNESSETH:

WHEREAS, WASHINGTON COUNTY has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, pursuant to an order of the Board of County Commissioners of this county the said property was offered at public sale for the minimum price prescribed by the Board of County Commissioners therefor, as provided by law, and was sold to the Grantee herein for the highest and best bid for cash; and

WHEREAS, the Grantee herein has surrendered his Certificate of Purchase, and is now entitled to a Bargain and Sale Deed to said property;

NOW, THEREFORE, for consideration hereinafter stated, the County has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, and unto Grantee's heirs and assigns, all the following bounded and described real property, situated in the County of Washington, State of Oregon, to wit: SEE EXHIBIT "A" HEREBY ATTACHED AND BY THIS REFERENCE INCORPORATED HEREIN.

To Have and to Hold the above granted and described premises unto the said Grantee and unto Grantee's heirs, administrators and assigns, forever, together with the hereditaments and appurtenances belonging thereunto.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 14.00.

In construing this deed the singular includes the plural as the circumstances may require.

IN WITNESS WHEREOF, WASHINGTON COUNTY has caused these presents to be executed by its Chairman of the Board of County Commissioners this 25th day of June, 1974, pursuant to an order of said Board heretofore entered of record.

ATTEST:

WASHINGTON COUNTY, OREGON

ROGER THOMSEN  
Director of Records and Elections  
For Washington County, Oregon

By Bill Maitland  
Chairman  
Board of County Commissioners

Approved as to Form:  
Cheryl S. Hickey  
Assistant County Counsel

John Johnson  
Recording Secretary

UNTIL FURTHER NOTICE  
SEND TAX STATEMENTS TO  
865 Schanburg Rd.  
Sherwood, Oregon 97140  
County Form 5-74

BOOK 981 PAGE 647

12128

1 STATE OF OREGON )  
2 County of Washington ) ss

3 On the 25th day of June, 1974, before me  
4 appeared Bill Masters, and Roger Thomssen,  
5 to me personally known, who being first duly sworn, did say that he,  
6 the said Bill Masters, is the duly elected, qualified  
7 and acting Chairman of the Board of County Commissioners of Washington  
8 County, Oregon, and that he, the said Roger Thomssen, is the duly  
9 appointed and acting Director of the Department of Records and Elec-  
10 tions, and ex-officio County Clerk of Washington County, Oregon, and  
11 that the seal affixed to the foregoing instrument is the seal of the  
12 Board of County Commissioners of Washington County, Oregon; that said  
13 instrument was executed by the said Chairman by authority of an order  
14 of said Board of County Commissioners duly and regularly made and  
15 entered; and said Chairman of the Board of County Commissioners of  
16 Washington County, Oregon, acknowledge said instrument to be the free  
17 act and deed of said political subdivision of the State of Oregon.

18 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
19 my seal, the day and year first in this, my certificate, written.  
20

COUNTY COUNSEL, WASHINGTON COUNTY  
MILLSBORO, OREGON



Jo Ann Johnson  
Notary Public for Oregon  
My Commission expires 3-16-77

Page

BOOK 981 PAGE 648



STATE OF OREGON ) 12128  
County of Washington ) ss

On the 26 day of June, 1974, before me appeared JoAnn Johanson, to me personally known, who being first duly sworn, did say that she is the duly appointed and acting Clerk of the Board of County Commissioners of Washington County, Oregon, and that said instrument was executed by her by authority of an Order of said Board of County Commissioners duly and regularly made and entered, and that she acknowledges said instrument to be the free act and deed of said political subdivision of the State of Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year first in this, my Certificate, written.

*[Signature]*  
Notary Public for Oregon

My Commission Expires: 6-19-77



" EXHIBIT A "

Item 23. Beginning at the center of Section 32, T2S, R1W, W.M., Washington County, Oregon; thence South 378.76 feet and West 173.00 feet to the point of beginning; thence West 40 feet; thence North 51.77 feet; thence N49°10'E to a point due North of the point of beginning, thence South 65 feet more or less to the place of beginning. 2S-1-32C-100.

*600 cash*

BOOK 981 PAGE 649

STATE OF OREGON *INDEXED*  
County of Washington  
I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. \_\_\_\_\_ of said County.

Witness my hand and seal of office.  
ROGER THOMSSON, Director of Records & Elections  
*[Signature]*  
Deputy

JUN 27 11 14 AM '74

**TO:** Sherwood City Council

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

Through: Joseph Gall, ICMA-CM, City Manager and Chris Crean, City Attorney

**SUBJECT: Resolution 2014-074, authorizing the City Manager to execute an amendment to the Intergovernmental Agreement between the City of Sherwood and the City of Wilsonville regarding cost, construction, ownership and operation of Segment 3b, the Water Transmission Line between Sherwood and Wilsonville**

---

**Issue:**

Should City Council authorize the City Manager to amend the intergovernmental agreement between The City of Sherwood (“Sherwood”) and the City of Wilsonville (“Wilsonville”) regarding the final mitigation costs for Segment 3B of the Water Transmission Line between Sherwood and Wilsonville?

**Background:**

On March 5, 2013, Sherwood and Wilsonville entered into an intergovernmental agreement for the construction of Segment 3B of the 48” water transmission line. This 2,400 feet of transmission line was the final section of pipeline to complete our water transmission line project.

This section of pipeline had a lot of wetland area impacts that required permitting from the Army Corps of Engineers and the Oregon Division of State Lands. Initially, we thought there would be more mitigation and both parties pre-determined a dollar amount of \$100,000 to cover these costs, with the understanding that there would be a true up at the end of the project.

**Financial Impacts:**

This project was completed on time and under budget. Sherwood and Wilsonville have completed the true up and we have agreed to reduce the \$100,000 to \$55,000. Sherwood’s responsibility is \$23,054.70.

Wilsonville is required to hold this dollar amount for 5 years in a separate account to be used only for mitigation, monitoring, and maintenance related to the Segment 3B Project. Any unused funds at the end of the 5 year period are to be returned to Sherwood with interest.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2014-074 authorizing the City Manager to execute an amendment to the intergovernmental agreement between the City of Sherwood and the City of Wilsonville regarding cost, construction, ownership and operation of Segment 3b, the water transmission line between Sherwood and Wilsonville.



## RESOLUTION 2014-074

### **AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE CITY OF WILSONVILLE REGARDING COST, CONSTRUCTION, OWNERSHIP AND OPERATION OF SEGMENT 3B THE WATER TRANSMISSION LINE BETWEEN SHERWOOD AND WILSONVILLE**

**WHEREAS**, on March 5, 2013, the City of Sherwood (“Sherwood”) and the City of Wilsonville (“Wilsonville”) executed an intergovernmental agreement (“Agreement”) regarding the cities’ respective rights and obligations for the cost, construction, ownership and operation of Segment 3B of the 48-inch finished-water transmission line from the Willamette River water treatment plant to distribution facilities in Sherwood; and

**WHEREAS**, Section 4.9 of the Agreement provided for a fund of \$100,000 to pay for post-construction environmental mitigation, monitoring and maintenance related to the construction of Segment 3B; and

**WHEREAS**, following the completion of Segment 3B and based on specific information about the costs and extent of necessary environmental mitigation, monitoring and maintenance, the cities have concluded that only \$55,000 is necessary to ensure compliance with applicable standards and regulations; and

**WHEREAS**, based on this information, the cities have agreed to amend Section 4.9 to reduce the funding obligation from \$100,000 to \$55,000 and make related changes to the administrative provisions.

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

**Section 1.** The City Council authorizes an amendment to the Segment 3B Agreement between the City of Sherwood and the City of Wilsonville, to delete the text of Section 4.9 and to replace it with the following:

4.9 *Mitigation Funding.* Following the date of substantial completion, the Parties agree to establish a mitigation fund in the amount of \$55,000.00 for the purpose of funding environmental mitigation, monitoring, and maintenance, as required by the Oregon Division of State Lands and the United States Army Corp of Engineers, including but not limited to landscaping and wetland mitigation. Sherwood shall pay to Wilsonville the amount of \$23,054.70, which the Parties agree is equal to Sherwood’s percentage obligation of \$55,000.00 calculated according to the cost-sharing methodology set forth in the Segment 3A Agreement and the final “true-up” percentage calculated under Section 4.7.1 above. Wilsonville shall retain these funds for a period of up to five years following the date of substantial completion. The funds shall be deposited in a separate account and used only for the purpose of mitigation, monitoring, and maintenance related to the Segment 3B Project. At the end of the retention period, Wilsonville shall return Sherwood’s percentage portion of any unused funds, including interest thereon, to Sherwood. During the retention period, Wilsonville

shall provide a financial accounting of the funds to Sherwood upon request but not more than quarterly.

**Section 2.** The City Manager is authorized to take such action as necessary to execute the amendment described in Section 1 of this Resolution.

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

**Duly passed by the City Council this 18<sup>th</sup> day of November 2014.**

\_\_\_\_\_  
Bill Middleton, Mayor

Attest:

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

**TO:** Sherwood City Council

**FROM:** Julia Hajduk, Community Development Director  
Through: Chris Crean, City Attorney and Joseph Gall, ICMA-CM, City Manager

**SUBJECT: Resolution 2014-073, extending the Area 59 reimbursement district by 5 years to March 4, 2023**

---

**Issue:**

Shall the City Council adopt a Resolution extending the Area 59 reimbursement district by an additional 5 years?

**Background:**

City Council approved Resolution 2008-011 on March 4, 2008 which established a reimbursement district in the area referred to as "Area 59". The reimbursement district was established at the request of the Sherwood School District which was constructing improvements associated with the new Edy and Laurel Ridge schools. Many of the improvements were oversized to accommodate additional development of the area and the School District requested the reimbursement district be formed to enable them to recoup the upfront investments made as the adjacent properties developed. Since that time, the "Great Recession" occurred which significantly delayed the development of the area, contrary to what was originally envisioned. To date, there have only been two (2) developments in the area (three parcels) which have contributed less than 12% towards the costs incurred by the School District.

The reimbursement district is valid for 10 years, expiring on March 4, 2018. The School District has requested a 5 year extension of the reimbursement district, as authorized by Section 13.24.100.H of the Sherwood Municipal Code. Attached to this staff report is the School District's formal request for the extension and a memo prepared by City Engineer Bob Galati and Public Works Director Craig Sheldon reviewing the School District's request and the municipal code criteria that must be considered. It is the City staffs conclusion that the School District has demonstrated both good cause for the extension and that, with the 5 year extension, the value of the improvements to the subject properties remains sufficient to warrant reimbursement.

**Financial Impacts:**

There are no direct financial impacts to the City.

**Recommendation:**

Staff respectfully recommends City Council adoption of Resolution 2014-073 extending the area 59 reimbursement district by 5 years to expire on March 4, 2023.

**Attachments:**

Resolution and Exhibit A, memo from Bob Galati and Craig Sheldon dated November 7, 2014  
October 13, 2014 letter from Sherwood School District with attachments

October 13, 2014

Julia Hajduk  
Community Development Director  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140

*Via: E-mail and Hand Delivery*

*Re: Application to Extend Area 59 Reimbursement District  
Sherwood Municipal Code Section 13.24*

Dear Ms. Hajduk:

On March 4, 2008, the Sherwood City Council (Council) passed resolution 2008-011 establishing the Area 59 Reimbursement District. The Area 59 Reimbursement District was established as a result of the Sherwood School District (School District) constructing the Edy Ridge Elementary School and the Laurel Ridge Middle School, and included construction of public water, sanitary sewer, and stormwater infrastructure, as well as a public street. All of this public infrastructure serves property owned by others within the general area of the two schools, and was infrastructure that the owners or developers of the benefitted properties would have had to build had Sherwood School District not done so.

The District's right to seek reimbursement ends ten (10) years from the effective date of this resolution, or March 3, 2018.

On June 3, 2014, the Council adopted ordinance 2014-011. This ordinance allows Council to consider a request to extend a reimbursement district up to five (5) additional years. There are two criteria that must be met in order to grant an extension:

1. Demonstration of good cause for the extension
2. Value of the improvements to the subject properties remains sufficient to warrant reimbursement.

Sherwood School District is applying to extend the reimbursement district 5 additional years. We present the following information supporting our request:

1. *Demonstration of good cause for the extension*

The Great Recession effectively halted development within the City of Sherwood. The attached chart shows residential construction permits for the City's fiscal years ended June 30,

2001 through 2013. Our reimbursement district was established in fiscal year 2008. For the five fiscal years preceding 2008, 1,498 construction permits were issued; an average of just under 300 per year. For the five fiscal years after 2008, total construction permits issued were 329, or an annual average of approximately 66. Residential construction permits for the 5 years subsequent to 2008 were 22% of permits issued for the 5 years preceding 2008.

The 78% reduction in residential building permits is demonstration of good cause for extension, as to-date, Sherwood School District has only recovered \$199,649 or 12 percent of the investment that it made into this public infrastructure. It is important to note that the remainder of the reimbursement district fees to be collected is not a lien on the properties. The fees attributed to any of the benefitted properties only become due and payable when the properties are developed, if they ever are within the life of the reimbursement district. So, for example, a sale of a benefitted property would not trigger payment of the reimbursement district fees.

Funding for the infrastructure was provided to the District by voter-approved bonds. Bond council has advised that the use of reimbursement fees must be consistent with the use of the original bond proceeds. Allowing the extension of the reimbursement district, may provide an opportunity to address capital needs within the District.

2. *Value of improvements to the subject properties remains sufficient to warrant reimbursement.*

Harper Houf Peterson Righellis, Inc. (HHPR) were engaged to determine whether the value of the improvements remains sufficient to warrant reimbursement. A copy of their report is attached.

HHPR reviewed the current City planning documents to ensure that the public improvements included in the reimbursement district are still valid requirements and represent what a developer would be required to construct as part of a current development application. For each element of infrastructure, street, sanitary, storm, and water, HHPR found the element is consistent with the appropriate City plan.

HHPR also reviewed the current Sherwood City Engineering Design and Standard Details Manual and Clean Water Services Design and Construction Standards to ensure that the improvements included in the reimbursement district are still valid requirements and represent what a developer would be required to construct as part of a current development application. For each element of infrastructure, street, sanitary, storm, and water, HHPR found the element is consistent with these standards.

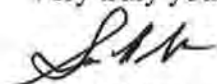
HHPR also conducted a site visit to visually review the improvements that are available by surface inspection. Based on this site visit, the infrastructure is operating as intended and with standard regular maintenance has remaining useful life for future development.

HHPR did the work documenting values in the original application or establishment of our reimbursement district. Their conclusion that the value of improvements to the subject properties remains sufficient to warrant reimbursement satisfies the second criteria for extension.

We request a public hearing on our application for extension on Tuesday, November 18, 2014.

Sherwood School District acknowledges there was opposition to the imposition of the fees on certain properties within the reimbursement district. The owners of the property that benefits the most from Sherwood School District's investment attended and participated in the public hearing in March 2008 at which the reimbursement district was established. Those owners then appealed the approval of the reimbursement district by writ of review to the Washington County Circuit Court. Among other things, the owners argued that the methodology of the reimbursement district was flawed in a number of respects, and that certain improvements did not have the capacity to serve their property. After a lengthy hearing, the Circuit Court denied the writ and upheld the City's decision. The owners then appealed that decision to the Oregon Court of Appeals, which affirmed the Circuit Court's decision. The owners then appealed that decision to the Oregon Supreme Court, which declined to hear the appeal. There are many issues, then, that have already been considered and fully adjudicated with respect to the reimbursement district, and so are they not relevant to this extension request. There are only two criteria that are relevant, and we believe we have provided substantial evidence to the City to find that both of those approval criteria have been met. Therefore, Sherwood School District respectfully requests that the City approve this extension.

Very truly yours,



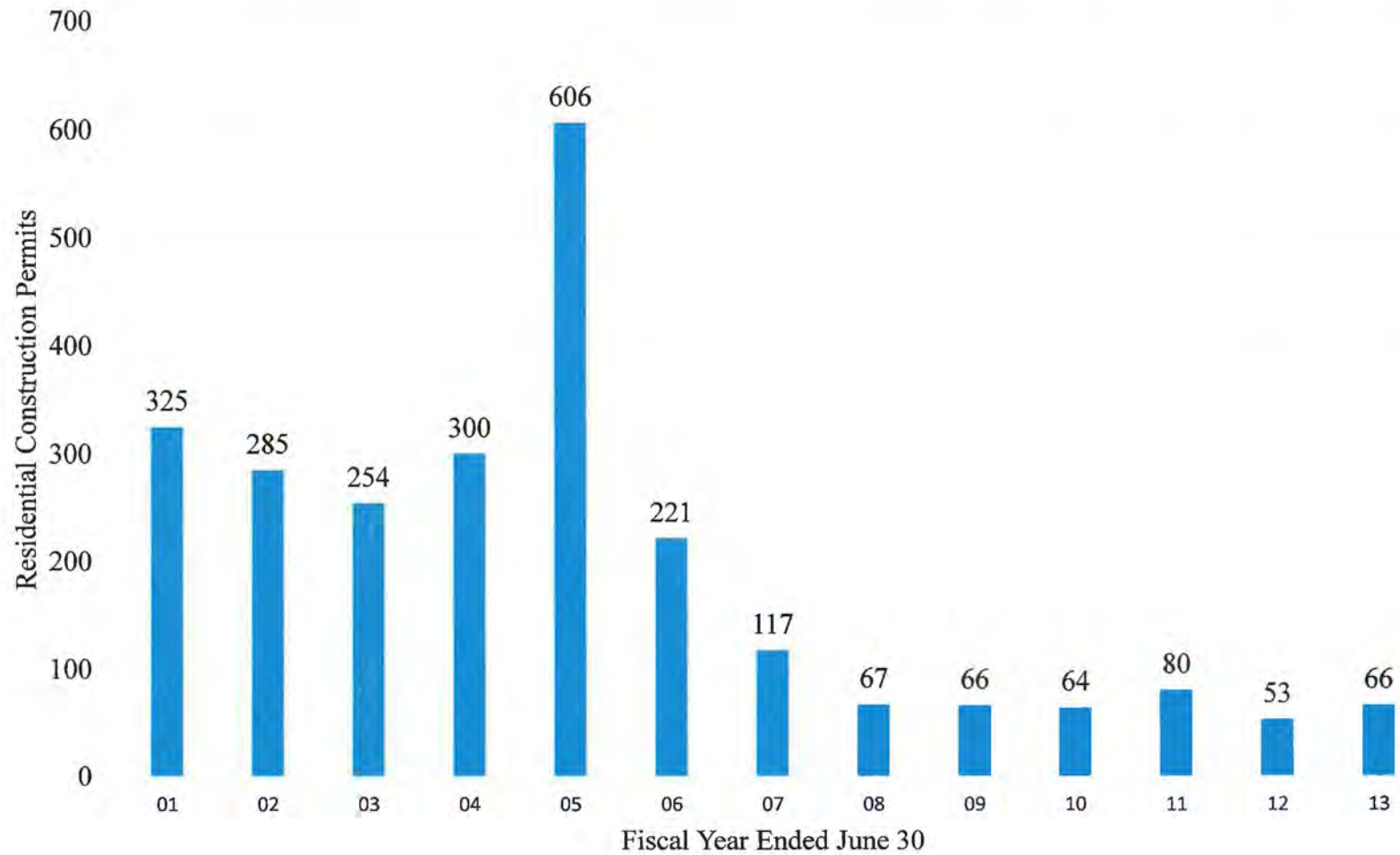
Sue Hekker  
Chair, Board of Directors

#### Attachments

Cc: Joseph Gall, City Manager, City of Sherwood  
The Honorable Bill Middleton, Mayor, City of Sherwood  
The Honorable Linda Henderson, Council President, City of Sherwood  
The Honorable Matt Langer, Councilor, City of Sherwood  
The Honorable Dave Grant, Councilor, City of Sherwood  
The Honorable Bill Butterfield, Councilor, City of Sherwood  
The Honorable Krisanna Clark, Councilor, City of Sherwood  
The Honorable Robyn Folsom, Councilor, City of Sherwood



**City of Sherwood  
Residential Construction Permits  
Fiscal Years Ended June 30  
2001 through 2013**



Job No.: SHD-23

Date: October 10, 2014

To: Phil Johanson – Sherwood School District

From: Ben Austin, P.E.  
Kim Shera, P.E.



**Project/Subject: Area 59 Reimbursement District Time Extension**

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Fax - Number: \_\_\_\_\_; Number of pages \_\_\_\_\_  
*(If you did not receive the correct number of pages, please call 503-221-1131)*

E-mail       Mail       Hand Deliver       Interoffice

---

The intent of this memorandum is to document the ongoing validity of the Area 59 Reimbursement District (Sherwood Resolution 2008-011) as it relates to the remaining useful life of the public improvements and continuing benefit to subject properties. Based on our review of the improvements it is our opinion that the improvements have remaining useful life and are a continuing benefit to future development of the subject properties.

**Consistency with Current City Plans**

HHPR reviewed current City planning documents to ensure that the public improvements included in the reimbursement district are still valid requirements and represent what a developer would be required to construct as part of a current development application.

Street

The City document that governs streets is the Transportation System Plan. The current Transportation System Plan was adopted June 17, 2014. This document has been updated since the March 2008 adoption of the reimbursement district. Copper Terrace is consistent with the Neighborhood Route classification included in the reimbursement district.

Sanitary

The City document that governs sanitary sewer is the Sanitary Sewer Master Plan. The current Sanitary Sewer Master Plan was adopted July 2007. This document was completed prior to the adoption of the reimbursement district. The reimbursement district included the construction costs associated with a 15" sanitary sewer main and the size and location of the sewer is consistent with the plan.

Storm

The City document that governs storm sewer and stormwater management is the Stormwater Master Plan. The current Stormwater Master Plan was adopted July 2007. This document was completed prior to the adoption of the reimbursement district. The reimbursement district

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205 SE Spokane Street  
Suite 200  
Portland, OR 97202  
PHONE 503.221.1131  
FAX 503.221.1171  
www.hhpr.com

included the construction cost of a regional stormwater facility which is consistent with the plan.

#### Water

The City document that governs water is the Water System Master Plan. The current Water System Master Plan was adopted August 2005. This document was completed prior to the adoption of the reimbursement district. The reimbursement district included the construction costs of a 16" water main in Copper Terrace, an 8" watermain in Nursery Way and a 12" watermain in Edy Road which is consistent with the plan.

#### **Consistency with Current City Standards**

HHPR reviewed the current Sherwood City Engineering Design and Standard Details Manual and Clean Water Services Design and Construction Standards to ensure that the improvements included in the reimbursement district are still valid requirements and represent what a developer would be required to construct as part of a current development application. The current version of the City Engineering and Design and Standard Detail Manual was adopted in April 2010. The current version of the Clean Water Services Design and Construction Standards was adopted in April 2007.

#### Street

The design manual has been updated since the adoption of the reimbursement district. However, we reviewed the current manual for consistency in roadway cross section and pavement section. The street section for Copper Terrace meets the current minimum standard section for a neighborhood route and meets the current minimum standard pavement section.

#### Sanitary

The City Engineering Design and Standard Drawings Manual has not had significant revisions that would trigger development conditions of approval that would require modifications to the system to comply with current standards. The Clean Water Services Design and Construction Standards have not been updated since the adoption of the reimbursement district and the sanitary sewer system is consistent with these standards.

#### Storm

The design manual has not had significant revisions that would trigger development conditions of approval that would require modifications to the storm sewer infrastructure to comply with current standards. The Clean Water Services Design and Construction Standards have not been updated since the adoption of the reimbursement district and the storm sewer system is consistent with these standards.

#### Water

The water main was designed to Tualatin Valley Water District (TVWD) standards, who operated the City's water system at that time. The City has since taken over the system and adopted standards. The design manual did not make significant revisions from the TVWD standards that would alter the performance of the water system infrastructure or trigger



development conditions of approval that would require modifications to the system to comply with current standards.

**Current Condition of Infrastructure**

HHPR conducted a site visit to visually review the improvements that are available by surface inspection. Based on this site visit it is our opinion that the infrastructure is operating as intended and with standard regular maintenance has remaining useful life for future development. We would not anticipate upgrades to these facilities to be required as development conditions of approval and therefore the original value of the improvements is still valid. The following photos document the current condition of the surface improvements.



Photo 1: Looking south on Copper Terrace from Edy Road



Photo 2: Looking south on Copper Terrace south of Nursery Way



Photo 3: Looking south on Copper Terrace to Cereghino Lane



## RESOLUTION 2014-073

### EXTENDING THE AREA 59 REINBURSEMENT DISTRICT BY 5 YEARS TO MARCH 4, 2023

**WHEREAS**, Chapter 13.24 of the Sherwood Municipal Code ("SMC") permits those who finance and install public improvements to seek reimbursement from other persons or entities who benefit from those improvements; and

**WHEREAS**, the Sherwood School District ("District") was required to finance and construct certain public improvements to serve the Edy and Laurel Ridge schools in Area 59 and applied for a reimbursement district; and

**WHEREAS**, the Sherwood City Council approved the reimbursement district via Resolution 2008-011, and since establishment of the reimbursement district six years ago the economy took a substantial downturn and the School District has only received 12% of the anticipated reimbursement; and

**WHEREAS**, in accordance with SMC 13.24.100.H, the Sherwood School District has requested the City Council authorize a 5 year extension to the reimbursement district to provide additional time for the economic conditions to change such that more of the anticipated reimbursement is received; and

**WHEREAS**, the School District has demonstrated and the City Engineer and Public Works Director concur, as described in attached Exhibit A, that there is good cause for the extension and the value of the improvement to the properties in the reimbursement district remains sufficient to warrant the reimbursement.

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

**Section 1.** The Area 59 Reimbursement District authorized via Resolution 2008-011, is hereby extended to March 4, 2023.

**Section 2.** The City Recorder shall provide notice in accordance with 13.24.070 and record the resolution in accordance with 13.24.080.

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

**Duly passed by the City Council this 18th day of November 2014.**

\_\_\_\_\_  
Bill Middleton, Mayor

Attest:

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

**TO:** Sherwood City Council

**FROM:** Craig Sheldon, Public Works Director  
Bob Galati P.E., City Engineer

**Through:** Joseph Gall ICMA, City Manager  
Julia Hajduk, Community Development Director

**SUBJECT:** The Sherwood School District has made a formal request that the reimbursement period for the Area 59 Reimbursement District be extended by 5-years in conformance with the requirements of Municipal Code Section 13.24.100.(H).

---

**Background:**

On March 4<sup>th</sup>, 2008, City Council passed Resolution 2008-011 which established the Area 59 Reimbursement District for the Sherwood School District. As part of that decision, City staff submitted a detailed analysis of the subject improvements and options for assigning reimbursement responsibility to the benefited properties. The City Council approved the reimbursement district following a public hearing and comment. Per City Code Section 13.24.100.(H), the initial reimbursement period was for 10-years, ending March, 4<sup>th</sup>, 2018. In the intervening time period, only three of the eleven benefitted properties have been developed and paid the reimbursement district charges. Those three properties include the Rychlick Farms Subdivision and the Daybreak Subdivision.

In a letter from the Sherwood School District dated October 13<sup>th</sup>, 2014, the School District requested that the effective date of the Area 59 Reimbursement District be extended by an additional 5-years as allowed by Sherwood Municipal Code Section 13.24.100.(H). If the request is approved, the reimbursement period would expire on March 4<sup>th</sup>, 2023.

Per the Municipal Code, there are two criteria which must be met in order to grant an extension:

- 1) Demonstration of good cause for the extension; and
- 2) The value of the improvements to the subject properties remains sufficient to warrant reimbursement.

**City Review:**

City staff has reviewed the extension request, included as Attachment 1 to this memo, and conducted a review of the existing condition and remaining life cycle of the public infrastructure constructed under the original reimbursement district action.

*Demonstration of good cause for the extension*

The applicant has indicated that the “Great Recession” and the resulting reduction in building activity in the area is good cause for the extension. Specifically, they note that, to date, they have only received 12% of the investment they made into the public infrastructure. They further note that the funds invested in the infrastructure were paid for by voter-approved bonds and allowing the reimbursement to be extended so that more of the investment can be recovered would provide additional opportunity to address capital needs within the School District.

*The value of the improvements to the subject properties remains sufficient to warrant reimbursement*

The reimbursement district covers the following public infrastructure categories; a) transportation (Copper Terrace), b) water system, c) sanitary sewer system, and d) storm sewer system. The

term “design life” is the expected time in years the materials which make up the major component of the system are expected to last under normal use and with regular system maintenance. Generally, when the system life cycle is reached the system is replaced. For water systems, the standard design life for the pipe is 75 years. For sanitary and storm system pipelines, again the standard design life is 75 years. For roadways the system design life refers specifically to the asphalt pavement and not the entire road pavement section, which includes the base rock, and subgrade materials. Under typical traffic loading and weathering conditions, along with regular surface maintenance, the standard asphalt pavement road system design life is 20 years.

The street, water, storm and sanitary systems were constructed and accepted on July 15, 2009. City staff has reviewed the maintenance reports for the storm, sanitary and water systems, and performed an on-site review of the asphalt pavement surface conditions, and have determined that the material conditions are still significant relative to the overall standard design life cycle for each system. In addition, there is sufficient capacity to serve the needs of anticipated developments which will benefit from the improvement and there have been no changes to any master plans that would require additional improvements or upgrades to the systems.

Staff considered whether the any of the systems were degraded to the point that a reduced amount of reimbursement would be appropriate. In other words, we wanted to consider whether someone paying into the District in the year 2020 would have the same quality of improvement as those paying in 2012. In staff’s determination, because of the current condition and remaining design life of the improvements, no reduction of the reimbursement district parcel assessments is warranted.

**Recommendation:**

City staff concludes that the applicant has demonstrated “good cause,” and has determined that the remaining design life cycle for the public infrastructure is sufficient to warrant the extension of the reimbursement district without reduction of the assessed reimbursement amounts.



**Field House Monthly Report October 2014**

<u>October-14</u>	<u>Oct-14</u>		<u>YTD</u>		<u>Oct-13</u>
<b>Usage</b>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	2	210	6	936	1231
Rentals	80	1200	201	2931	2340
Other (Classes)					
[1] Day Use	9	62	10	64	42
<b>Total Usage</b>		<b>1472</b>		<b>3931</b>	<b>3613</b>
<b>Income</b>	<u>Oct-14</u>	<u>YTD</u>			
Rentals	\$4,690	\$12,920			
League fees (indoor)	\$2,717	\$12,954			
Card fees (indoor)	\$160	\$390			
Day Use	\$231	\$237			
Advertising					
Snacks	\$219	\$424			
Classes					
<b>Total</b>	<b>\$8,017</b>	<b>\$26,925</b>			
<b>FY 13 14</b>					
<b>Income</b>	<u>Oct-13</u>	<u>YTD</u>			
Rentals	\$3,903	\$8,820			
League fees (indoor)	\$7,705	\$19,397			
Card fees (indoor)	\$180	\$430			
Day Use	\$157	\$216			
Advertising					
Snacks	\$200	\$498			
Classes					
<b>Total</b>	<b>\$12,145</b>	<b>\$29,361</b>			

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



### **Sports Fields and Gyms**

Youth baseball and youth softball both finished up “fall ball” the first part of the month.

Youth cheer is done practicing in the gym at EDY, they still have a couple of playoff games to cheer at.

Youth volleyball is over at LRMS.

Youth soccer played 20 classic games at Snyder Park, 40 Kindergarten and 1<sup>st</sup> grade games at Hopkins, 32 2<sup>nd</sup> grade games at Hopkins and 80 games for 3<sup>rd</sup> grade through High School at locations all over town. That is a total of 172 soccer games in the Month of October.

Youth Football played 22 games at the high school on Saturdays during the month of October.

Our grass fields are in pretty bad shape after all the practices and games.

GPSD rented 20 hours at Snyder Park on Sundays in October for adult games.

### **Field House**

Adult leagues are slow.

Rentals are picking up nicely.

We had the Play Off bound girls High School team in for a practice.

Our first youth session is slated to start on November 15<sup>th</sup>.

Respectfully Submitted

Lance Gilgan

November 3, 2014