



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, March 17, 2020**

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

**6:00 pm Work Session**

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

**City Council Executive Session - Following the Work Session**  
(ORS 192.660(2)(d), Labor Negotiator Consultations)



Home of the Tualatin River National Wildlife Refuge

### **6:00 PM WORK SESSION**

1. **City Audit Presentation – TKW** (David Bodway, Finance Director)
2. **Brookman Concept Plan Update** (Erika Palmer, Planning Manager)

### **7:00 PM REGULAR SESSION**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
  - A. **Approval of March 3, 2020 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
  - B. **Resolution 2020-016, Adopting a plan of action for Revenue Cut-Off and Capital Asset Capitalization** (David Bodway, Finance Director)
  - C. **Resolution 2020-017, Authorizing the City Manager to Sign an IGA with Newberg School District for Dark Fiber and Data Services** (Brad Crawford, IT Director)
  - D. **Resolution 2020-018, amending the Employment Agreement between the City Attorney and the City of Sherwood** (Christina Jones, Human Resources Manager)
  - E. **Resolution 2020-019, Amending the Employment Contract between the City Manager and the City of Sherwood** (Christina Jones, Human Resources Manager)
  - F. **Resolution 2020-020, Authorizing submittal of a Metro Community Development Planning Grant for update of the Sherwood West preliminary concept plan** (Julia Hajduk, Community Development Director)
6. **CITIZEN COMMENTS**
7. **PUBLIC HEARINGS**
  - A. **Ordinance 2020-003, Adopting Chapter 8.22 to the Sherwood Municipal Code to Create a Business Food Waste Program (First Reading)** (Joe Gall, City Manager)
8. **CITY MANAGER REPORT**
9. **COUNCIL ANNOUNCEMENTS**
10. **ADJOURN to EXECUTIVE SESSION**

### **AGENDA**

#### **SHERWOOD CITY COUNCIL March 17, 2020**

**6:00 pm Work Session**

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

**City Council Executive Session  
(Following the Regular Session)  
(ORS 192.660(2)(d), Labor Negotiator  
Consultations)**

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

## A. ORS 192.660(2)(d), Labor Negotiator Consultations (Josh Soper, City Attorney)

**How to Find out What's on the Council Schedule:** City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), by the Thursday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the Sherwood YMCA, the Senior Center, and the Sherwood Post Office. Council meeting materials are available at the Sherwood Public Library.

**To Schedule a Presentation to the Council:** If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or [MurphyS@sherwoodoregon.gov](mailto:MurphyS@sherwoodoregon.gov). If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or [MurphyS@sherwoodoregon.gov](mailto:MurphyS@sherwoodoregon.gov) at least 48 hours in advance of the scheduled meeting time.



**SHERWOOD CITY COUNCIL MEETING MINUTES**

**22560 SW Pine St., Sherwood, Or**

**March 3, 2020**

**REGULAR SESSION**

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:03 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Sean Garland, Kim Young, Doug Scott, Renee Brouse, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, Police Chief Jeff Groth, Finance Director David Bodway, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, HR Manager Christina Jones, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

**4. APPROVAL OF AGENDA:**

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

Mayor Mays addressed the next agenda item.

**5. CONSENT AGENDA:**

- A. Approval of February 18, 2020 City Council Meeting Minutes
- B. Resolution 2020-013 Appointing members to the Traffic Safety Committee

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

Mayor Mays addressed the next agenda item.

**6. CITIZEN COMMENTS:** None.

Mayor Mays addressed the next agenda item.

**7. PRESENTATIONS**

**A. Recognition of Eagle Scout Award Recipients**

Mayor Mays recognized James Day and Ethan Pearce for receiving their Eagle Scout Awards. Mr. Day and Mr. Pearce were not present, and the mayor stated that Council could possibly recognize them at a future meeting.

Mayor Mays addressed the next agenda item.

**8. NEW BUSINESS:**

**A. Resolution 2020-014 Supporting the Washington County Public Safety Levy, Ballot Measure 34-296**

Councilor Brouse explained that this levy was a replacement levy of the Washington County Public Safety levy that was created in 2000. She explained that this levy included a 47 cent per \$1,000 of assessed value on property taxes and stated it would provide funding for victims' assistance and emergency shelter for women and children who were victims of domestic violence and funding for the Mental Health Response Team. Chief Groth summarized that if the levy did not pass it would have a significant impact on the Sherwood Police Department and other police departments throughout Washington County, specifically impacts on transportation to county jail and the Mental Health Response Team. Council President Rosener and Mayor Mays expressed that they both supported the levy. Councilor Scott stated he personally supported the levy but felt it was inappropriate for an elected body to take a position either for or against a spending bill and would therefore abstain from voting on both of the proposed resolutions. Mayor Mays commented that that was fine. The following motion was stated.

**MOTION: FROM COUNCILOR YOUNG TO APPROVE RESOLUTION 2020-014 SUPPORTING THE WASHINGTON COUNTY PUBLIC SAFETY LEVY, BALLOT MEASURE 34-296. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:1, (MAYOR MAYS, COUNCIL PRESIDENT ROSENER, COUNCILORS YOUNG, BROUSE, GRIFFIN, AND GARLAND VOTED IN FAVOR. COUNCILOR SCOTT ABSTAINED).**

Mayor Mays addressed the next agenda item.

**B. Resolution 2020-015 Supporting the Renewal of the Washington County Cooperative Library Services (WCCLS) Local Option Levy, Ballot Measure 34-297**

Council President Rosener explained that the levy was a renewal of the Washington County Library levy that served Washington County. He stated that the levy was to be renewed at the same rate so there would not be an impact on property taxes. He explained that roughly 70% of the Sherwood Library was funded through this levy and it was a critical component to the city's budgeting each year. He stated he supported the levy. Councilor Brouse commented that the Sherwood Library, and all libraries, were an important community resource that provided vital services to residents and stated she fully supported the levy. Mayor Mays asked for Mr. Gall to speak to the importance of the levy from his perspective as City Manager. Mr. Gall stated that without the funding provided by the levy it would be difficult to continue to maintain the level of services, hours of operation, and programs the library provided. Mayor Mays commented on the significance of the levy and the value it added to the

community. Councilor Brouse commented that the new Strategic Plan was 92% complete and explained that this levy would help to complete the Strategic Plan. Councilor Young and Councilor Garland both spoke on the importance of the services libraries provided to their communities and how libraries were evolving over time to offer more resources and services to residents (e.g. eBooks, audiobooks, homework help, immigration services, bilingual reading time, etc.). With no other comments, the following motion was stated.

**MOTION: FROM COUNCILOR GRIFFIN TO APPROVE RESOLUTION 2020-015 SUPPORTING THE RENEWAL OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS) LOCAL OPTION LEVY, BALLOT MEASURE 34-297. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:1, (MAYOR MAYS, COUNCIL PRESIDENT ROSENER, COUNCILORS YOUNG, BROUSE, GRIFFIN, AND GARLAND VOTED IN FAVOR. COUNCILOR SCOTT ABSTAINED).**

Mayor Mays addressed the next agenda item.

**9. CITY MANAGER REPORT:**

City Manager Gall reported on what the city was doing regarding the Coronavirus and explained that the city was continuing to work with the Oregon Health Authority and the Centers for Disease Control. He stated that Washington County had launched their EOC (emergency operations center) in preparation for the potential of a more significant infection outbreak. He reported that city staff were engaging in conversations about the city's strategy for responding to the potential increase in the Coronavirus occurrences in the community. He encouraged community members to seek information from reliable sources, such as the Oregon Health Authority.

Mayor Mays addressed the next agenda item.

**10. COUNCIL ANNOUNCEMENTS:**

Councilor Scott reported on his attendance at the Planning Commission meeting and reported the next meeting would be held on March 10<sup>th</sup> where there would be a public hearing regarding the proposed sign code amendments.

Councilor Garland congratulated the Sherwood Foundation for the Arts on their successful 7<sup>th</sup> annual jigsaw competition, with proceeds going to the Sherwood Foundation for the Arts. He thanked the sponsors for their donations to the event. He reported that the summer production of the Sherwood Foundation for the Arts would be Willy Wonka and the Chocolate Factory. He asked that drivers be aware and use caution when driving as the warmer weather meant that there would be more motorcycles and bicyclists on the road.

Councilor Brouse reported the Library Advisory Board would meet in two weeks and the Senior Advisory Board would meet next week. She reported on her attendance at the WEA (Westside Economic Alliance) meeting. She attended the grand opening of Hobby Lobby.

Councilor Griffin stated that there would be an open house for citizens to provide comments on the city's Comprehensive Plan Update on March 4<sup>th</sup> from 6:00 to 8:00 pm. The next Parks and Recreation Board meeting would be held April 6<sup>th</sup>. He announced the Robin Hood Festival Association would host a Madrigal Coronation Feast on April 19<sup>th</sup> at Vine & Sparrow.

Councilor Young reported that she serves on the CDBG (Community Development Block Grant) board where they saw grant presentations for the upcoming grant cycle. She explained that the CDBG focused on combating homelessness, youth homelessness, and mental health issues. She attended the Hobby Lobby grand opening. She reported on her attendance at the Chamber of Commerce awards dinner. She attended the Council goal setting session on Saturday, February 29<sup>th</sup>.

Council President Rosener attended the Sherwood School District Board meeting where they discussed the new high school and regulating cell phone use during school hours by students. He attended the Washington County Library Board meeting where they discussed the upcoming library levy and an upcoming community survey regarding the library's next Master Plan. He attended the Willamette River Water Coalition meeting where they discussed water rights.

Mayor Mays thanked city staff and councilors for their work at the second goal setting work session on February 29<sup>th</sup>. He reported on the passing of TVF&R Captain David Pearson and expressed that Captain Pearson was a valued leader and friend to the community whose loss will be felt within the community.

**11. ADJOURN to WORK SESSION:**

Mayor Mays adjourned the regular session at 7:38 pm and convened a work session.

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Mays called the session to order at 7:45 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Sean Garland, Kim Young, Doug Scott, Renee Brouse and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, HR Manager Christina Jones, Police Chief Jeff Groth, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

**4. TOPICS**

**A. Contract/Compensation Discussion for City Manager and City Attorney**

Mayor Mays recapped that he and Councilor Young served on the committee to review employee compensation. Councilor Young stated she recommended that both City Manager Gall and City Attorney Soper receive a 2.5% salary increase, similar to the non-exempt employee step increases. They would also be eligible to receive their COLA (cost of living) increase. Council reported that City

Manager Gall's contract would expire in June 2022 and City Attorney Soper's contract would expire in December 2021, so no contract negotiation would be necessary at this time. City Attorney salaries from comparable cities were discussed. City Manager Gall recapped that city staff would draft the necessary legislation and place it under consent on a future City Council agenda. Discussion regarding market rates and timeframes occurred.

**5. ADJOURN**

Mayor Mays adjourned the work session at 7:50 pm and convened an executive session.

**EXECUTIVE SESSION**

1. **CALL TO ORDER:** Mayor Mays called the session to order at 7:52 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Sean Garland, Kim Young, Doug Scott, Renee Brouse and Russell Griffin.
3. **STAFF PRESENT:** City Attorney Josh Soper, City Manager Joe Gall, Community Services Director Kristen Switzer, Public Works Director Craig Sheldon, and Community Development Director Julia Hajduk.

**4. TOPICS**

**A. ORS 192.660(2)(e) Real Property Transactions**

**5. ADJOURN**

Mayor Mays adjourned the executive session at 8:19 pm.

Attest:

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

\_\_\_\_\_  
Keith Mays, Mayor



**TO:** Sherwood City Council

**FROM:** David Bodway, Finance Director  
Through: Joseph Gall, ICMA-CM, City Manager

**SUBJECT: Resolution 2020-016, adopting a plan of action for Revenue Cut-Off and Capital Asset Capitalization**

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**Issue:**

Shall the City Council adopt a plan of action regarding the internal controls over accounting for revenue cut-off and capital asset capitalization?

**Background:**

During the audit of fiscal year 2018-19, the auditors brought up a lack of adequate controls over revenue cut-off. The City's accounting policy for receivables not received within 60 days of fiscal year end is to record the revenue in the current fiscal year while treating the revenue as unavailable in the prior fiscal year. This impacted the governmental funds but was corrected before issuance of the financial statements. There was also a miscalculation of franchise fees due from the proprietary funds which under reported governmental revenue and over-reported proprietary revenues. This amount was determined to be immaterial and was not corrected. These resulted in a finding from the auditors of a material weakness in internal controls.

The audit also noted an ongoing lack of adequate controls over capital assets. It was determined by the auditors that one item in the Water Fund did not qualify as a capitalizable expenditure. The amount was determined to be immaterial and was not corrected but will be corrected in the current fiscal year. This resulted in a finding from the auditors of a significant deficiency in internal controls.

According to ORS 297.466 (2) "Upon receipt of an audit report [...] the governing body [...] shall determine the measures it considers necessary to address any deficiencies disclosed in the report. The governing body shall adopt a plan of action to address the deficiencies". This plan of action must be filed with the Secretary of State within 30 days after filing the audit report. The audit report was filed on February 28, 2020.

Staff has prepared a year end checklist which spells out the order of steps necessary for adequate controls over revenue accrual and franchise fee calculations in order to avoid similar issues in the future. Education and communication with departments, staff and senior leadership has been made to make them aware of the audit determination on the changes to capitalizable expenses.

**Financial Impacts:**

There are no direct financial impacts through approval of this resolution.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2020-016 Adopting a plan of action for revenue cut-off and capital asset capitalization.



**RESOLUTION 2020-016**

**ADOPTING A PLAN OF ACTION FOR THE RECOGNITION OF REVENUE AND THE CLASSIFICATION OF CAPITAL ASSETS**

**WHEREAS**, during the audit of the FY2018-19 financial statements it was determined that revenue that was earned but not received within 60 days past year end was incorrectly reported as revenue and not unavailable; and

**WHEREAS**, franchise fees paid from the proprietary funds to the general fund were incorrectly recorded; and

**WHEREAS**, the corrections related to these were significant enough to be material to the financial statements and a deficiency in internal control thereby identified by the auditors as a material weakness; and

**WHEREAS**, during the audit of the fiscal year 2018-19 financial statements it was determined that expenditures capitalized in the Water Fund should have been expensed; and

**WHEREAS**, it was identified by the auditors as a significant deficiency in internal control; and

**WHEREAS**, the Sherwood City Council has received and reviewed the FY2018-2019 financial statement audit; and

**WHEREAS**, ORS 297.466(2) requires the governing body to adopt a plan of action to address these deficiencies,

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

**Section 1.** The Plan of Action for Sherwood Oregon, attached hereto as Exhibit A, is hereby approved and adopted.

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

\_\_\_\_\_  
Keith Mays, Mayor

Attest:

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



Home of the Tualatin River National Wildlife Refuge

City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140  
Tel 503-625-5522  
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**Mayor**  
Keith Mays

**Council President**  
Tim Rosener

**Councilors**  
Renee Brouse  
Sean Garland  
Russell Griffin  
Doug Scott  
Kim Young

**City Manager**  
Joseph Gall, ICMA-CM

March 17, 2020

Oregon Secretary of State  
Audits Division  
255 Capitol St. NE, Suite #500  
Salem, OR 97310

Re: Plan of Action for Sherwood Oregon

Sherwood Oregon respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2019. The audit was completed by the independent auditing firm Talbot, Korvola & Warwick, LLC. and reported the deficiencies listed below. The plan of action was adopted by the governing body at their meeting on March 17, 2020, as indicated by signatures below.

The deficiencies are listed below, including the adopted plan of action and timeframe for each.

1. Deficiency #1
  - a. Type of deficiency (Material Weakness) – “During our audit, we noted errors related to cut-off of revenue that the City’s internal controls did not prevent, or detect and correct, on a timely basis. Our procedures identified three transactions within governmental funds that were inappropriately recorded as revenue rather than unavailable revenue in accordance with the City’s accounting policies for receivables not received within 60 days of fiscal year end. Additionally, our procedures identified franchise fees related to accrued utility charges in the Water Fund, Sewer Fund, and Storm Fund that were not properly recorded. Without adequate controls over cut-off, there is a reasonable possibility that a significant misstatement or error would not be prevented, or detected and corrected, on a timely basis.”
  - b. Document the plan of action – Resolution 2020-016 to create a year-end checklist and a review of accrued revenues at 60 days.
  - c. Timeframe for (or date of) implementation: March 17, 2020.

2. Deficiency #2

- a. Type of deficiency (Significant Deficiency) – “During our audit, we noted that the City improperly capitalized expenditures within the Water Fund that should have been expensed. While there are compensating controls such as review of changes to the capital asset spreadsheet and year end reconciliations, there is still a reasonable possibility that a significant misstatement or error would not be detected.”
- b. Document the plan of action: Resolution 2020-016 to educate departments/staff and immediately remove from the City’s fixed asset register any items associated with Plan’s and Methodologies.
- c. Timeframe for (or date of) implementation: March 17, 2020

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Keith Mays, Mayor

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Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Brad Crawford, IT Director  
Through: Joseph Gall, ICMA-CM, City Manager and Josh Soper, City Attorney

**SUBJECT: Resolution 2020-017, Authorizing the City Manager to Sign an IGA with Newberg School District for Dark Fiber and Data Services**

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**Issue:**

Shall the City Council authorize the City Manager to sign an Intergovernmental Agreement (IGA) with Newberg School District for Dark Fiber and Data Services?

**Background:**

Sherwood Broadband provides services to a few customers in Newberg and has been looking for opportunities to expand those services to more customers and increase its fiber footprint in Newberg. About a year ago staff began discussions with the Newberg School District (NSD) about serving the school sites in and around Newberg. Staff discovered that a few NSD sites are located on a planned fiber route and that the other school sites are relatively close to fiber available to Sherwood Broadband. Through several meetings with NSD, NSD staff and Sherwood Broadband staff came up with a plan to construct fiber to the six NSD locations and do so at a price point that is acceptable to both agencies. Sherwood Broadband would commit to have construction completed to the four in-town locations by July 1, 2021 and the two out-of-town locations by July 1, 2022.

**Financial Impacts:**

It's expected that Sherwood Broadband staff will construct most of the fiber optic lines to the NSD schools. At this point, it is difficult to get a solid estimate of how much staff time and material costs it will take to construct to these schools until complete engineering is done and construction staff are ramped up. However, with this being a 10-year IGA, staff is confident that it can construct to these locations and still return revenue back to the broadband fund over the course of this IGA. Once all sites are constructed, Newberg School District will pay Sherwood Broadband roughly \$50,000 a year for the services provided.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2020-017, authorizing the City Manager to sign an IGA with Newberg School District for Dark Fiber and Data Services.



**RESOLUTION 2020-017**

**AUTHORIZING THE CITY MANAGER TO SIGN AN IGA WITH NEWBERG SCHOOL DISTRICT FOR DARK FIBER AND DATA SERVICES**

**WHEREAS**, the City of Sherwood’s broadband utility, Sherwood Broadband, provides internet services to customers on its network; and

**WHEREAS**, Newberg School District has requested service from Sherwood Broadband; and

**WHEREAS**, Sherwood Broadband would construct fiber to Newberg School District sites and provide both dark fiber and data connectivity; and

**WHEREAS**, Newberg School District would compensate Sherwood Broadband for the services provided for a period of at least ten years.

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

**Section 1.** The City Manager is hereby authorized to execute the Intergovernmental Agreement (IGA) with Newberg School District for dark fiber and data connectivity services in a form substantially similar to the attached Exhibit A.

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

**Duly passed by the City Council this 17<sup>th</sup> day of March, 2020.**

\_\_\_\_\_  
Keith Mays, Mayor

Attest:

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

## Intergovernmental Agreement For Provision of Broadband Services

This agreement (“Agreement”) is entered into by and between the City of Sherwood acting by and through its Sherwood Broadband utility (“City”) and the Newberg School District (“District”), both municipal corporations of the State of Oregon, pursuant to ORS Chapter 190.

### RECITALS

- A. City, through its Sherwood Broadband utility, provides broadband services to a variety of public and private customers.
- B. District desire to obtain from City, and City is willing to provide to District, certain broadband services.
- C. In order to provide such services, City will need to undertake a major construction project. As a result, it is necessary for City and District to enter into a long-term agreement in order to ensure that City will be adequately compensated for the costs of such project.
- D. District believes it is in its best interest to enter into such an agreement in order to obtain the services it requires at a satisfactory cost.

### AGREEMENT

Now, therefore, based on the foregoing, the parties agree as follows:

1. **Construction Project.** No later than March 1, 2020, unless otherwise agreed by the parties in writing, City will commence all necessary engineering and construction in order to provide the services described herein (the “Construction Project”), and will complete said construction to all locations listed below with the exception of Ewing Young and Dundee Elementary no later than July 1, 2021, unless otherwise agreed by the parties in writing. Due to the distance of Ewing Young and Dundee Elementary from the other District schools construction is expected to be extended and completed on or before July 1, 2022.
2. **Services Provided.**
  - 2.1. Upon completion of the Construction Project, City will provide to District the following services:
    - 2.1.1. One unused optical fiber pair (Dark Fiber) that connects to each of the following locations:
      - 2.1.1.1. Mountain View Middle School, 2015 N Emery Dr. Newberg, OR
      - 2.1.1.2. Joan Austin Elementary, 2200 N Center St. Newberg, OR
      - 2.1.1.3. Chehalem Valley Middle School, 403 W Foothills Dr. Newberg, OR
      - 2.1.1.4. Dundee Elementary, 140 SW 5<sup>th</sup> St. Dundee, OR

- 2.1.1.5. Ewing Young Elementary, 17600 NE North Valley Rd Newberg, OR
- 2.1.1.6. NSD Physical Plant/District Office, 714 E. 6<sup>th</sup> St. Newberg, OR
- 2.1.2. 10 GB private connection to Clackamas ESD, 13455 SE 97<sup>th</sup> Ave Clackamas, OR

- 2.2. The architecture for the fiber connections will be a collapsed ring where each location connects to a location near to it and continues this method until all locations are connected. Full ring redundancy for sites inside Newberg city limits may be possible as future fiber expansion occurs. City will provide District the additional fiber pair to create a full ring at no additional cost when this redundant fiber route is available.
- 2.3. The District will be responsible for providing a conduit from the telecom/data room at each location described in Section 2.1.1 to the outside of each building. City will utilize this conduit to extend its fiber into each location. The location of this conduit will be determined by mutual agreement of the parties so as to minimize disruption of school grounds and to ease the extension of the cable into the building.
- 2.4. City may begin to provide the above-described services to District in phases as the Construction Project progresses.
- 2.5. City will begin to provide all above-described services to District no later than January 1, 2021 except as otherwise provided herein and unless otherwise agreed by the parties in writing.

3. **Payment for Services.**

- 3.1. District will commence payment to City for the above-described services when City begins to provide such services to District. If City begins providing such services in phases, District's payments to City will be based on the services being provided in the then-current phase.
- 3.2. The amount of District's payments to City for the services provided will be as follows:
  - 3.2.1. Dark fiber connections at the following locations:
    - 3.2.1.1. Mountain View Middle School – Five hundred and twenty-five dollars (\$525.00) per month.
    - 3.2.1.2. Joan Austin Elementary – Five hundred and twenty-five dollars (\$525.00) per month.
    - 3.2.1.3. Chehalem Valley Middle School – Five hundred and twenty-five dollars (\$525.00) per month.
    - 3.2.1.4. Dundee Elementary – Five hundred and twenty-five dollars (\$525.00) per month.
    - 3.2.1.5. Ewing Young Elementary – Five hundred and twenty-five dollars (\$525.00) per month.



3.2.1.6. NSD Physical Plant/District Office – Five hundred and twenty-five dollars (\$525.00) per month.

3.2.2. 10 GB private connection to Clackamas ESD – One-thousand dollars (\$1,000.00) per month.

3.3. The above pricing is effective for the period beginning on the date City first provides any of the above-described services to District and ending on the date that is ten (10) years later (the “Initial Term”).

3.4. Unless otherwise agreed by the parties in writing, during any Renewal Term (as defined below), the amount of District’s payments to City for the services provided shall be the same as during the Initial Term.

4. **Invoicing and Prepayment.**

4.1. The City will invoice the District on a monthly basis. The District shall pay the City the amount billed within forty-five (45) calendar days of receiving each invoice.

4.2. District may elect to pre-pay City for services under this Agreement. In the event District elects to do so, the parties shall enter a written agreement specifying the amount of the pre-payment and the specific services and dates of service to which it applies. If this Agreement is terminated prior to the provision of all of the services for which District has pre-paid City, City will, within forty-five (45) calendar days after the termination date, refund to District the amount of the pre-payment attributable to the services not provided as of the termination date, subject to an offset for any amounts owed by District to City pursuant to Section 6.2 of this Agreement.

5. **Term of Agreement.** This Agreement shall be effective upon the date of last signature below and shall remain in full force and effect until expiration of the Initial Term. It shall thereafter automatically renew for one (1) year terms (each a “Renewal Term”) unless either party provides written notice of non-renewal of this Agreement to the other party at least ninety (90) calendar days prior to the date on which any Renewal Term would otherwise commence.

6. **Breach and Termination.**

6.1. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time as a result of material breach of this Agreement by the other party, provided the non-breaching party first provides the breaching party with written notice of such breach and a reasonable opportunity to cure, which shall not be less than ninety (90) calendar days. If the breach remains uncured after such time, the non-breaching party may then terminate this Agreement effective upon written notice to the breaching party, or upon such other date as may be specified in such notice.

6.2. This Agreement may be terminated at any time by mutual agreement of the parties, upon such terms as the parties may agree in writing.

6.3. If this Agreement is terminated prior to the expiration of the Initial Term for any reason, District shall, within thirty (30) calendar days after the effective date of such termination, pay to City an amount equal to the costs actually incurred by City in connection with the Construction Project, minus any amounts actually paid by District to City under this Agreement prior to the effective date of such termination.

## 7. General Provisions.

7.1. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, including but not limited to those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability, and all applicable laws and regulations regarding the handling and expenditure of public funds.

7.2. Authority. The parties signing this Agreement are authorized to sign and to bind their respective contracting parties to the terms of the Agreement.

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

7.4. Indemnification. The Agreement is for the benefit of the parties only. To the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property, on account of or arising out of services performed, the omission of services, or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees, and agents in connection with this Agreement. Notwithstanding the foregoing, under no circumstances will City be liable for payment of any delay damages in relation to this Agreement. Each party shall promptly give the other party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed under this Agreement.

- 7.5. Limitation of Liability. If City is found liable to District in relation to the provision of broadband services, the amount of damages recoverable against City will not exceed, in the aggregate, the dollar amount paid by District to City pursuant to this Agreement. This limitation is not intended to apply to any damages the District incurs to staff, students or property by construction, initial installation and/or on-going maintenance or other potential torts. Damages for these issues will be subject to the standard indemnification clause in Section 7.4.
- 7.6. Insurance. Each party agrees to maintain liability and workers compensation insurance, or to self-insure, in accordance with statutory requirements at levels necessary to protect against liabilities allowed by law, including, as applicable, the then-current liability limits under the Oregon Tort Claims Act.
- 7.7. Modification. No waiver, consent, modification, or change of terms of this Agreement shall be binding unless in writing and signed by both parties. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
- 7.8. Dispute Resolution. The parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiations if mutually agreed. In the event of an impasse, the issue shall be submitted to the parties' governing bodies for a recommendation or resolution. If the dispute remains unresolved, either party may thereafter commence litigation.
- 7.9. Excused Performance. In addition to the specific provisions of this Agreement, performance by either party shall not be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting laws or regulations by governmental entities other than the parties, new or supplementary environmental regulations, litigation, or similar bases for excused performance that are not within the reasonable control of the party to be excused.
- 7.10. Severability. If any of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.
- 7.11. Entire Agreement. This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

- 7.12. Notice. Any notice required under this Agreement shall be deemed effective when deposited, postage prepaid, in the U.S. mail and addressed as follows:

For the City:  
Joseph Gall, City Manager  
22560 SW Pine St.  
Sherwood, OR 97140

For the District:  
Joe Morelock, Superintendent  
714 E 6<sup>th</sup> St.  
Newberg, OR 97132

- 7.13. Appropriations Clause. The obligations of the parties are subject to appropriations by their governing bodies. This Agreement is subject to the debt limitations in Oregon Constitution, Article XI, section 10 and any debt limitations contained in a city charter.
- 7.14. Background Checks. All City employees performing working under this Agreement will be subject to a criminal background check at time of hire.
- 7.15. Assignment. Neither party shall assign any part of this Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the parties shall be void. Notwithstanding such approval, the subcontracting, assigning, or transferring party shall remain obligated for full performance hereunder, and the other party shall incur no obligation other than its obligations to the subcontracting, assigning, or transferring hereunder, unless otherwise agreed by the parties in writing. Nothing in this section shall prevent City from subcontracting engineering or installation work under this Agreement.
- 7.16. Each party shall have access to the books, documents and other records of the other party which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. Each party shall maintain such books and records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 7.17. At all times during the term of this Agreement the City represents it has any currently required licenses, certificates or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement.

7.18. The City represents and warrants to the District that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest professional standards. In addition, the City warrants employees assigned to perform service(s) under this Agreement will have the required qualifications and licenses to perform their normal professional duties. Upon request, the City will provide the District with additional information concerning City's employees' qualifications and expertise.

7.19. Upon written request from the District, City will immediately remove any City employee, agent, or officer from all District schools or locations in cases where the District determines, in its sole discretion, that removal of the employee, agent, or officer is in the District's best interest. City will thereafter hire a subcontractor to perform the work that was being performed by the City employee, agent, or officer, at District's expense. District will reimburse City for any such subcontractor costs within thirty (30) calendar days after invoice by City. District will be solely responsible for any resulting delays in the work to be performed under this Agreement.



\_\_\_\_\_  
CITY OF SHERWOOD, OREGON

\_\_\_\_\_  
NEWBERG SCHOOL DISTRICT, OREGON

Name: \_\_\_\_\_

Name: Joe Morelock

Title: \_\_\_\_\_

Title: Superintendent

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

Date: 3/31/2020

Approved as to form: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

**TO:** Sherwood City Council

**FROM:** Christina Jones, Human Resources Manager

**SUBJECT: Resolution 2020-018, amending the Employment Agreement between the City Attorney and the City of Sherwood**

---

**Issue:**

Shall the City Council approve amending the employment contract between the City Attorney and the City of Sherwood?

**Background:**

The City Council met with the City Attorney on February 18, 2020 to conduct its annual performance evaluation of the City Attorney as required under the City Attorney's employment contract. Subsequently, the City Council met on March 3, 2020 to discuss any changes it may wish to make to the City Attorney's employment contract in connection with that performance evaluation. The purpose of this resolution is to amend the City Attorney's contract by increasing his base salary to \$130,120, a 2.5% increase over his current salary.

**Financial Impacts:**

The increase in salaries for the remainder of the fiscal year is approximately \$3,174. This is an immaterial amount to the overall Administration department and will not likely require a supplemental budget at this time. This increase will be incorporated into the proposed FY2020-21 budget that will be presented in May.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2020-018, amending the Employment Agreement between the City Attorney and the City of Sherwood



**RESOLUTION 2020-018**

**AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY PROVIDING AN INCREASE IN COMPENSATION “AMENDMENT #5”**

**WHEREAS**, Joshua P. Soper (“Soper”) has been employed by the City of Sherwood (“City”) as its City Attorney since August 2015, and Soper and the City are parties to an employment agreement dated April 16, 2019 and currently effective until December 1, 2021 (“Agreement”), as previously amended; and

**WHEREAS**, Council conducted its annual performance evaluation of Soper on February 18, 2020, and subsequently requested during a work session on March 3, 2020 that a resolution be prepared to amend the Agreement to increase Soper’s base salary to \$130,120.

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

**Section 1.** The Sherwood City Council hereby approves a new base salary of \$130,120 for Joshua P. Soper, with an effective date of November 3, 2019.

**Section 2.** The Sherwood City Council hereby approves Amendment No. 5 to the employment agreement between the City of Sherwood and Joshua P. Soper as shown in Exhibit A and authorizes the Mayor to execute said Amendment on behalf of the City.

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

**Duly passed by the City Council this 17th of March, 2020.**

\_\_\_\_\_  
Keith Mays, Mayor

Attest:

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

**EXHIBIT A  
Amendment No. 5**

**Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon**

This Amendment No. 5 to the Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon dated August 10, 2015, as previously amended, is made and entered into by Joshua P. Soper and the City of Sherwood, Oregon as of the date last set forth below.

The parties hereby agree to amend Section 4(A) of the Agreement to replace the text of said section in its entirety to read as follows:

- A. Base Salary: City agrees to pay Employee an annual base salary of \$130,120 effective November 3, 2019 payable in installments at the same time that the other executive employees of the City are paid.

All other terms and conditions of the Agreement shall remain in full force and effect.

City of Sherwood

Joshua P. Soper

\_\_\_\_\_  
Keith Mays, Mayor

\_\_\_\_\_  
Joshua P. Soper

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**TO:** Sherwood City Council

**FROM:** Christina Jones, Human Resources Manager

**SUBJECT:** **Resolution 2020-019, Amending the Employment Contract between the City Manager and the City of Sherwood**

---

**Issue:**

Shall the City Council approve amending the employment contract between the City Manager and the City of Sherwood?

**Background:**

The City Council met with the City Manager on February 18, 2020 to conduct its annual performance evaluation of the City Manager as required under the City Manager's employment contract. Subsequently, the City Council met on March 3, 2020 to discuss any changes it may wish to make to the City Manager's employment contract in connection with that performance evaluation. The purpose of this resolution is to amend the City Manager's contract by increasing his base salary to \$154,016, a 2.5% increase over his current salary.

**Financial Impacts:**

The increase in salaries for the remainder of the fiscal year is approximately \$3,757. This is an immaterial amount to the overall Administration department and will not likely require a supplemental budget at this time. This increase will be incorporated into the proposed budget for FY2020-21 that will be presented in May.

**Recommendation:**

Staff respectfully recommends adoption of Resolution 2020-019, amending the Employment Contract between the City Manager and the City of Sherwood.



**RESOLUTION 2020-019**

**AMENDING THE EMPLOYMENT CONTRACT BETWEEN THE CITY MANAGER AND THE CITY OF SHERWOOD**

**WHEREAS**, Joseph P. Gall (“Gall”) has been employed by the City of Sherwood (“City”) as its City Manager since 2012. Gall and the City are parties to an employment agreement dated April 16, 2019 and currently effective until June 30, 2022 (“Agreement”), as previously amended; and

**WHEREAS**, Council conducted its annual performance evaluation of Gall on February 18, 2020, and subsequently requested during a work session on March 3, 2020 that a resolution be prepared to amend the Agreement to increase Gall’s base salary to \$154,016.

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

**Section 1.** The Sherwood City Council hereby approves a new base salary of \$154,016 for Joseph P. Gall, with an effective date of November 3, 2019.

**Section 2.** The Sherwood City Council hereby approves Amendment No. 7 to the employment agreement between the City of Sherwood and Joseph P. Gall as shown in Exhibit A and authorizes the Mayor to execute said Amendment on behalf of the City.

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

**Duly passed by the City Council this 17th of March, 2020.**

\_\_\_\_\_  
Keith Mays, Mayor

Attest:

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

**EXHIBIT A  
Amendment No. 7**

**Employment Agreement between Joseph P. Gall and the City of Sherwood, Oregon**

This Amendment No. 7 to the Employment Agreement between Joseph P. Gall and the City of Sherwood, Oregon dated June 30, 2014, as previously amended, is made and entered into by Joseph P. Gall and the City of Sherwood, Oregon as of the date last set forth below.

The parties hereby agree to amend Section III(A) of the Agreement to replace the text of said section in its entirety to read as follows:

- A. Salary. Commencing November 3, 2019, and for the remainder of this Agreement, the CITY agrees to pay EMPLOYEE One Hundred Fifty-Four Thousand Sixteen Dollars and 00/100s (\$154,016.00) as a yearly salary to be paid in installments at the same interval as CITY pays its other employees. EMPLOYEE shall also be entitled to receive a Cost of Living Adjustment (COLA) to his salary in the same percentage amount as may be given the CITY's exempt employees. EMPLOYEE'S salary will be reviewed in conjunction with EMPLOYEE'S yearly performance evaluation.

All other terms and conditions of the Agreement shall remain in full force and effect.

City of Sherwood

Joseph P. Gall

\_\_\_\_\_  
Keith Mays, Mayor

\_\_\_\_\_  
Joseph P. Gall

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TO:** Sherwood City Council

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

**SUBJECT:** **Resolution 2020-020, authorizing submittal of a Metro Community Development Planning Grant for update of the Sherwood West preliminary concept plan**

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**Issue:**

Does the Council support the submittal of a grant application to Metro for funds to complete an update to the Sherwood West Preliminary Concept Plan?

**Background:**

The Sherwood West Preliminary Concept Plan was developed and adopted in 2015. Since that time, the City has undertaken an update to the Comprehensive Plan and developed updated goals and policies related not only to housing but also economic development which has the potential of changing the vision for this area as it relates to the growth of the community overall. In anticipation of future UGB expansion decisions by Metro, the City has identified the need to re-visit the preliminary concept plan with the updated goals, policies and other growth in the City and region in mind and refine the plan as appropriate.

Metro has a grant program, Community Development Planning Grants, funded by construction excise tax collections on all new development in the Metro area. A portion of this grant program is earmarked for concept planning efforts. A requirement of the grant is a demonstration of support confirming the availability of adequate staff resources to successfully implement the projection. Staff has assumed the staff needs for this project and are comfortable with confirming staff is available to complete this project and is proposing to contribute \$13,000 in staff in-kind resources as part of the grant proposal.

**Financial Impacts:**

There are no additional financial impacts as a result of approval of this resolution. If a grant is awarded, it is anticipated that existing budgeted staff time would be utilized to meet the local match requirements.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2020-020, authorizing submittal of a Metro Community Development Planning Grant for update of the Sherwood West preliminary concept plan.



**RESOLUTION 2020-020**

**AUTHORIZING SUBMITTAL OF A METRO COMMUNITY DEVELOPMENT PLANNING GRANT FOR UPDATE OF THE SHERWOOD WEST PRELIMINARY CONCEPT PLAN**

**WHEREAS**, Metro is accepting applications for Community Development Planning Grants to fund planning efforts including development of concept plans in Urban Reserve Areas; and

**WHEREAS**, the City has identified that, given the changes in policies and underlying development changes that has occurred since the Sherwood West Preliminary Concept Plan was completed in 2015, it is necessary to review the plan; and

**WHEREAS**, the City does not have the funds to complete the necessary review and update on its own but can commit staff resources as an in-kind contribution to ensure a successful review and update; and

**WHEREAS**, an update to the plan is timely because Metro will be considering future requests to expand the Urban Growth Boundary into Urban Reserve areas and until an update is complete, the City Council may not be in a position to confidently submit a request.

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

**Section 1.** The City Council strongly supports the submittal of an application to Metro for Community Development Planning Grant funds to review and update the Sherwood West Preliminary Concept Plan and authorizes staff to submit the grant.

**Section 2.** The City confirms that there are adequate staff resources to successfully complete the project if the grant funds are obtained.

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

**Duly passed by the City Council this 17th of March, 2020.**

\_\_\_\_\_  
Keith Mays, Mayor

Attest:

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

**TO:** Sherwood City Council

**FROM:** Joseph Gall, ICMA-CM, City Manager

**Through:** Josh Soper, City Attorney

**SUBJECT:** Ordinance 2019-003, adopting Chapter 8.22 to the Sherwood Municipal Code to Create a Business Food Waste Program (First Reading)

---

**Issue:**

Should the City Council adopt Chapter 8.22 to the Sherwood Municipal Code creating a mandatory business food waste disposal program?

**Background:**

The City of Sherwood values and promotes community livability, community pride, and forward thinking—three of our Council Values. In connection with these values, the City desires to reduce the amount of business food waste entering landfills. Chapter 8.22 would create a business food waste program in the City, which would support these community values and more effectively handle food waste.

As described in the proposed ordinance, businesses subject to the program would source separate and recover food waste from other solid waste. The program would apply to businesses that generate 250 pounds of food waste or more per week and would be phased in over time based on the volume of food waste generated. The City Manager or his designee would also be authorized to grant temporary compliance waivers in certain circumstances.

It is important to note that a number of existing businesses already participate in a voluntary food waste disposal program with Pride Disposal, our franchised solid waste and recycling provider. Pride Disposal is also currently expanding its transfer station in Sherwood to accept commercial food scraps as well as residential yard debris mixed with food scraps as cities around our region expand their respective food scraps programs.

**Financial Impacts:**

No direct financial impacts are anticipated.

**Recommendation:**

Staff respectfully recommends City Council approve Ordinance 2020-003, adopting Chapter 8.22 of the Sherwood Municipal Code to Create a Business Food Waste Program.

**Attachments:**

- Exhibit A - List of Potential Impacted Businesses by Phase

## Exhibit A - List of Potential Impacted Businesses by Phase

Account Name	Business Group	Commercial Hauler
<b>Compliance on or before March 31, 2021</b>		
Safeway - Sherwood	Group 1 1000 lbs/week	Pride Disposal
Walmart #4176 - Sherwood	Group 1 1000 lbs/week	Pride Disposal
Red Robin - Sherwood	Group 1 1000 lbs/week	Pride Disposal
Sharis - Langer Dr. - Sherwood	Group 1 1000 lbs/week	Pride Disposal
Panera Bread- Parkway Village	Group 1 1000 lbs/week	Pride Disposal
Mcdonalds-Sherwood	Group 1 1000 lbs/week	Pride Disposal
<b>Compliance on or before September 30, 2022</b>		
Menchie's Frozen Yogurt	Group 2 500 lbs/week	Pride Disposal
Papa Murphy'S - Sherwood	Group 2 500 lbs/week	Pride Disposal
Kentucky Fried Chicken - Sherwood	Group 2 500 lbs/week	Pride Disposal
Mckenzie Pub	Group 2 500 lbs/week	Pride Disposal
Taco Bell - Sherwood	Group 2 500 lbs/week	Pride Disposal
Chipotle Mexican Grill - Sherwood	Group 2 500 lbs/week	Pride Disposal
Jimmy John'S - Sherwood	Group 2 500 lbs/week	Pride Disposal
Pizza Hut, Sherwood	Group 2 500 lbs/week	Pride Disposal
Sesame Donuts - Sherwood	Group 2 500 lbs/week	Pride Disposal
Starbucks - 15246	Group 2 500 lbs/week	Pride Disposal
<b>Compliance on or before September 30, 2023</b>		
Sherwood Middle School	Group 3 250 lbs/week	Pride Disposal
Archer Glen Elementary School	Group 3 250 lbs/week	Pride Disposal
Mitch Sherwood School	Group 3 250 lbs/week	Pride Disposal
Edy Ridge Elmntry	Group 3 250 lbs/week	Pride Disposal
Laurel Ridge Middle School	Group 3 250 lbs/week	Pride Disposal
La Petite Academy, Inc	Group 3 250 lbs/week	Pride Disposal
Champions Hopkins Elementary School	Group 3 250 lbs/week	Pride Disposal
St. Francis Church	Group 3 250 lbs/week	Pride Disposal
Middleton Elementary School	Group 3 250 lbs/week	Pride Disposal
Sherwood High School	Group 3 250 lbs/week	Pride Disposal
Avamere Sherwood Operations Llc	Group 3 250 lbs/week	Pride Disposal
Mcmenamins - Sherwood	Group 3 250 lbs/week	Pride Disposal
Fuji'S Grill & Sushi	Group 3 250 lbs/week	Pride Disposal
Mazatlan Mexican Restaurant - Sherwood	Group 3 250 lbs/week	Pride Disposal
House Of Good Fortune	Group 3 250 lbs/week	Pride Disposal
Crazy Sushi	Group 3 250 lbs/week	Pride Disposal
Panda Express - Sherwood - Tualatin & Baler	Group 3 250 lbs/week	Pride Disposal
Mod Pizza - Sherwood	Group 3 250 lbs/week	Pride Disposal
Subway - Sherwood	Group 3 250 lbs/week	Pride Disposal
Domino's	Group 3 250 lbs/week	Pride Disposal
Starbucks	Group 3 250 lbs/week	Pride Disposal
Handels Homemade Ice Cream	Group 3 250 lbs/week	Pride Disposal

Highlighted businesses currently participate in voluntary food scraps recycling program



**ORDINANCE 2020-003**

**ADOPTING CHAPTER 8.22 TO THE SHERWOOD MUNICIPAL CODE TO CREATE A BUSINESS FOOD WASTE PROGRAM**

**WHEREAS**, the City values and promotes community livability, community pride, and forward thinking; and

**WHEREAS**, in connection with these values, the City desires to reduce the amount of business food waste entering landfills; and

**WHEREAS**, the City Council has therefore determined that it is necessary and appropriate to create a business food waste program in the City.

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

**Section 1. Findings.** After full and due consideration, the City Council finds that a new Chapter 8.22 of the Sherwood Municipal Code should be enacted as set forth in Exhibit 1, attached hereto.

**Section 2. Approval.** The proposed addition of Chapter 8.22 to the Sherwood Municipal Code as identified in Exhibit 1 is hereby **APPROVED**.

**Section 3. Effective Date.** This Ordinance shall be effective 30 days from adoption.

**Duly passed by the City Council this 17<sup>th</sup> day of March, 2020.**

\_\_\_\_\_  
Keith Mays, Mayor

\_\_\_\_\_  
Date

Attest:

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



	<u>AYE</u>	<u>NAY</u>
Scott	_____	_____
Griffin	_____	_____
Brouse	_____	_____
Young	_____	_____
Garland	_____	_____
Rosener	_____	_____
Mays	_____	_____

## **Chapter 8.22 – BUSINESS FOOD WASTE PROGRAM**

### **8.22.010 – Definitions.**

As used in this chapter, unless the context requires otherwise:

- A. “Covered Businesses” means organizations that cook, assemble, process, serve, or sell food or do so as service providers for other enterprises. Such organizations include but are not limited to: cafeterias and buffets; caterers; correctional facilities; food product manufacturers; food service contractors; full and limited service restaurants; grocery retail; grocery wholesale; specialty food markets; warehouse clubs; as well as the following organizations if they have full-service restaurants or on-site food preparation services: colleges and universities; drinking places; elementary and secondary schools; hospitals; nursing and residential care facilities; and retirement and assisted living facilities.
- B. “Food Waste” means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food waste does not include any food, including but not limited to liquids or large amounts of oils and meats, which are collected for rendering, fuel production, or other non-disposal applications; any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization; or any food collected to feed animals in compliance with applicable regulations.

### **8.22.020 – Food Waste Requirement.**

All Covered Businesses must:

- A. Source separate and recover Food Waste from other solid waste;
- B. Recover Food Waste that is controlled by the business, its agents, and its employees. This requirement does not apply to Food Waste controlled by customers or the public, although businesses are encouraged to devise methods to capture additional Food Waste for recovery, provided that it can be kept free of non-food contamination. For the purposes of this subsection, Food Waste controlled by customers or the public includes Food Waste generated by employees of a Covered Business after food has been provided or sold to the employees by the Covered Business.
- C. Have correctly-labeled and easily-identifiable receptacles for internal maintenance or work areas where food waste may be collected, stored, or both.
- D. Post accurate signs where food waste is collected, stored, or both that identify the materials that the Covered Business must source separate.

### **8.22.030 – Landlords of Covered Businesses.**

Persons or entities that lease or provide space to a Covered Business must allow or provide food waste collection services to those Covered Businesses.

### **8.22.040 – Compliance Dates.**

Covered Businesses must comply with the Food Waste requirement of this section in three phases as listed below. Businesses that provide food service to another business, such as food trucks, shall be

considered for the volume generated by the food providing business, not the entirety of the host business being served.

- A. Business Group 1, which includes all businesses that generate  $\geq 0.5$  ton (1,000 pounds) per week of food waste must begin compliance on or before March 31, 2021.
- B. Business Group 2, which includes all businesses that generate  $\geq 0.25$  ton (500 pounds) per week of food waste must begin compliance on or before September 30, 2022.
- C. Business Group 3, which includes all businesses that generate  $\geq 0.125$  ton (250 pounds) per week of food waste must begin compliance on or before September 30, 2023.

**8.22.050 – Temporary Waiver.**

- A. A Covered Business may seek a temporary (12-month) waiver from the business Food Waste requirement of this section. Such waivers may not exceed 12 months, but the City Manager may provide for annual temporary waiver renewals. To seek a temporary waiver or renewal of a temporary waiver, the Covered Business must submit a request in writing to the City Manager or the City Manager’s designee demonstrating that the Covered Business cannot comply with the Food Waste requirement because of one or more of the following reasons:
  - 1. The Covered Business generates less than 250 pounds per week of Food Waste in its disposed solid waste;
  - 2. Food Waste produced by the Covered Business is not suitable for inclusion in the program, or cannot be made suitable without unreasonable expense;
  - 3. Physical barriers to compliance exist and cannot be immediately remedied;
  - 4. Compliance would result in unreasonable capital expense; or
  - 5. Compliance results in a violation of other government regulation, health, or safety code.
- B. Covered Businesses seeking a temporary waiver or renewal of a temporary waiver must agree to periodic waiver verification site visits by the City Manager or the City Manager’s designee.

**8.22.60 – Failure to Comply.**

- A. A Covered Business that does not comply with the requirements of this Chapter will first be issued a written notice of noncompliance. The notice of noncompliance will describe the violation, provide the Covered Business an opportunity to cure the violation within the time specified in the notice, and offer assistance with compliance.
- B. Failure to cure a violation within the time specified in the notice of noncompliance is an infraction.