



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, January 2, 2024

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

6:00 pm City Council Work Session

7:00 pm City Council Regular Meeting

City Council Executive Session
(ORS 192.660(2)(i), Performance Evaluation)
(Following the Regular City Council Meeting)

This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>



6:00 PM WORK SESSION

1. **Sherwood West Area Discussion**
(Eric Rutledge, Community Development Director)
2. **Annual Housing Report**
(Eric Rutledge, Community Development Director)

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 December 5, 2023 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Approval of December 12, 2023 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - C. **Resolution 2024-001, Authorizing City Manager to Amend and Restate Intergovernmental Agreement between the City and the Regional Water Providers Consortium**
(Craig Sheldon, City Manager Pro Tem)
6. **CITIZEN COMMENTS**
7. **PRESENTATIONS**
 - A. **Recognition of Eagle Scout Award Recipient** (Mayor Tim Rosener)
 - B. **Age Friendly City Presentation** (Maiya Martin Burbank, Senior Center Manager)
8. **NEW BUSINESS**
 - A. **Appointment of City Council President** (Mayor Tim Rosener)
9. **CITY MANAGER REPORT**
10. **COUNCIL ANNOUNCEMENTS**
11. **ADJOURN to EXECUTIVE SESSION**
12. **EXECUTIVE SESSION**
 - A. **ORS 192.660(2)(i), Performance Evaluation** (Mayor Tim Rosener)

AGENDA

SHERWOOD CITY COUNCIL

January 2, 2024

6:00 pm City Council Work Session

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(ORS 192.660(2)(i), Performance Evaluation)
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Sherwood City Hall
22560 SW Pine Street
Sherwood, OR 97140

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13. ADJOURN

How to Provide Citizen Comments and Public Hearing Testimony: Citizen comments and public hearing testimony may be provided in person, in writing, or by telephone. Written comments must be submitted at least 24 hours in advance of the scheduled meeting start time by e-mail to Cityrecorder@Sherwoodoregon.gov and must clearly state either (1) that it is intended as a general Citizen Comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended. To provide comment by phone during the live meeting, please e-mail or call the City Recorder at Cityrecorder@Sherwoodoregon.gov or 503-625-4246 at least 24 hours in advance of the meeting start time in order to receive the phone dial-in instructions. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

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, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

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 Cityrecorder@Sherwoodoregon.gov

ADA Accommodations: If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or Cityrecorder@Sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
December 5, 2023

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:17 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Keith Mays, Councilors Kim Young, Doug Scott, Dan Standke, and Renee Brouse. Councilor Taylor Giles attended remotely.
3. **STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Planning Manager Erika Palmer, Economic Development Manager Bruce Coleman, Community Development Director Eric Rutledge, Legal Counsel Alan Rappleyea, City Engineer Jason Waters, Senior Planner Joy Chang, Library Manager Adrienne Doman Calkins, Records Technician Katie Corgan, and City Recorder Sylvia Murphy. City Attorney Ryan Adams attended remotely.
4. **TOPICS:**

A. Sherwood West Area Discussion

Community Development Director Eric Rutledge presented the "Sherwood West UGB Expansion Work Session" PowerPoint presentation (see record, Exhibit A) and provided an overview of the timeline of previous work sessions and reported that the letter of interest was submitted on December 1st. He outlined that this work session was to discuss alternatives and receive final Council direction. He stated that he anticipated presenting a City Council resolution in March or April 2024 with a final application submittal to Metro by April 5, 2024. Mayor Rosener commented that he wished to get Council consensus on how to approach the development of the area and referred to master planning. Mr. Rutledge referred to master planning and the creation of an annexation policy for the city and explained that the chosen implementation methods would impact how the area was developed. He provided an overview of the alternatives analysis on page 3 of the presentation. He explained staff had reviewed housing and employment needs and updated the EOA and HNA for the 20-year planning period. He outlined that staff had reviewed infrastructure costs, feasibility, and schedule and explained that staff had factored in Elwert Road, the Brookman trunk line, and pedestrian bridge projects. He reported staff reviewed development readiness and growth management to determine phasing and completed a review of the alternatives to determine if the goals of the Concept Plan were met and incorporated community feedback. He outlined that staff was also mindful of elevation; slopes and grade; stream and upland habitat; and the impacts to supplying water to the area. He reported that a small area of Sherwood West was above 375 feet in elevation, and it was likely that that area would need to be supported by a water reservoir. Council President Mays asked if the entirety of Sherwood West could assist with the construction costs of building a reservoir to serve the area above 375 feet. Community

Development Director Rutledge replied that it would be difficult to say at this point and would require more staff time to research, which was why it was important for Council to provide guidance on what they wanted the area to look like. He provided an overview of the UGB ask Alternatives A-D on page 5 of the presentation. Mayor Rosener asked if the housing unit figures cited on page 5 factored in the impacts of HB 2001 and Mr. Rutledge replied they did not. He explained that the figures reflected the 5-10% middle housing in single-family zones figures from the Sherwood West Concept Plan. Discussion regarding HB 2001 occurred, and Council asked that the figures reflect the plausible housing unit capacity with HB 2001 factored in. Mr. Rutledge outlined that each alternative met both the housing and employment needs for the city over the 20-year planning period. He provided an overview of Alternative D – No Ask option and reported that the housing and employment land needs would not be met without changing the zoning within the current city limits. He outlined that there would be less infrastructure requirements overall and infill development could still require upsizing, there was unknown property owner interest in future planning and development efforts, and the benefits from investments such as the Brookman sewer and pedestrian bridge would not be fully realized. He stated that the longer the housing unit deficit went unaddressed, the more difficult it would be to remedy. He explained that if a city was able to show that it was meeting all of its needs, then it was easier for cities to stipulate zoning in certain areas. He stated that it would be more difficult if there was a deficit because the city would need to follow state law and Metro code and referred to the state's prioritization of creating missing middle housing when it came to zone changes. He outlined that currently, there was quite a bit of property owner interest in submitting an ask to Metro and explained that this was not always the case with property owners and those feelings may change in the future if an ask was not submitted. Councilor Giles asked if the work staff had completed thus far would need to be repeated if Council decided to submit an ask in the future. Planning Manager Palmer replied that redoing all of the work would be a Council decision and Councilor Scott added that there could be a legislative change that would necessitate that the work be redone. Community Development Director Rutledge provided an overview of the maps of Alternative B – Partial Ask and Alternative C – Partial Ask on page 7 of the presentation and explained that the grey area represented the area that would not be included with the ask. He outlined that Alternative B – Partial Ask removed some low-density residential land on the westside, with no loss to commercial or employment land. He outlined that Alternative C – Partial Ask was 609 acres with 1,033 housing units and 3,036 jobs. He explained that Alternative C – Partial Ask met the housing and employment land needs; it had a greater jobs-to-housing ratio; there was less flexibility in master planning, school, and park siting; there was less flexibility in alignment of regional infrastructure; there was less economies of scale to fund the cost of regional infrastructure (Brookman sewer, pedestrian bridge); and the remaining Urban Reserves could be difficult to incorporate into the UGB. Mr. Rutledge outlined that Alternative B – Partial Ask was 1,013 acres with 2,358 housing units and 4,524 jobs. He explained that Alternative B – Partial Ask met the housing and employment land needs; it had a greater jobs-to-housing ratio; there was moderate flexibility in master planning, school, and park siting; there was moderate flexibility in alignment of regional infrastructure; there was moderate economies of scale to fund the cost of regional infrastructure (Brookman sewer, pedestrian bridge); and the remaining Urban Reserves could be difficult to incorporate into the UGB. He outlined that Alternative A – Full Ask was 1,291 acres with 3,117 housing units and 4,524 jobs. He explained that Alternative A – Full Ask met the housing and employment land needs; it had the greatest variety of housing with no reduction in low density zones; it had the greatest flexibility in master planning, school, and park siting; it had the greatest flexibility in alignment of regional infrastructure and economies of scale; and master planning and annexation agreements could be used to manage growth over time. Mr. Rutledge stated that the city would have the ability to master plan and require annexation agreements in order to control the growth of the area. He outlined next steps and explained that there was ongoing work for the Brookman Trunk Line design and the Mixed-Employment refinement study. He reported that there was an alternatives discussion and final direction from Council meeting scheduled for January 2nd or January 16th. He reported that a resolution would be presented to Council in March or April of 2024 and a due date for the full application submittal to Metro was April 5, 2024. Councilors Scott, Brouse, and Giles stated that they were in favor of submitting a full ask

to Metro. Council President Mays spoke on the financing of the necessary future infrastructure for Sherwood West and asked what would happen if the city was unable to generate the necessary funding. He explained that in 2015, Washington County brought in large areas that were able to bond part of the county property tax levy that was for the MSTIP to help finance large projects and speed up development. He stated that being able to do so had helped Sherwood, south Hillsboro, Bethany, south Beaverton, and River Terrace in Tigard and commented that there was no indication that the county would do so for Sherwood West. He asked what the city's options were if its plans were rejected by a higher authority and if property owners could vote in such matters. Mayor Rosener asked that staff ask Washington County if such a mechanism would be available for the city to utilize for Sherwood West. Mayor Rosener referred to readiness and Metro's request for concept planning and asked staff what Metro had shared regarding their analyses of the applications they had received and the "readiness piece." Community Development Director Rutledge replied that Council's adoption of the Sherwood West Concept Plan and the approval of a resolution to submit an ask to Metro showed that the city's governing body supported the project. He stated that an infrastructure financing memo had been completed and Planning Manager Palmer explained that the memo was included in the Sherwood West Concept Plan. She explained that the memo detailed the various funding mechanisms to fund the necessary infrastructure. Councilor Young commented that she was in favor of submitting a full ask and the completion of a Sherwood West Master Plan to help control the development of the area. Mayor Rosener said that he had received a lot of support outside the city for submitting a full ask and commented that this was an opportunity to get assistance on some of the infrastructure issues. Councilor Giles stated that he felt that submitting a full ask and completing master planning for the area put the city more in control of the development than the other alternatives and discussion occurred. Councilor Standke asked if there was concern that Metro would reject a full ask and Mayor Rosener replied that he had heard a lot of support from Metro for Sherwood to submit a full ask. Mr. Rutledge stated that Metro staff looked for different criteria than Metro Councilors and explained that Metro staff would base their recommendations off of those criteria. He reported that Metro staff had outlined that a partial ask needed to demonstrate a "complete community." He commented that a full ask demonstrated a complete community, and a partial ask could also argue that it met the complete community criteria. Mayor Rosener voiced that Metro had historically shown strong support for housing land and commented that recently, industrial land asks had shown good momentum. He said that it was more likely that there would be conditions placed on the industrial land and discussion occurred. Mayor Rosener referred to Washington County budget deficits, MSTIP funding, library funding and commented that a large amount of his concern was focused on those types of uncertainties that would affect the project and Council asked for more information on financing. Mr. Rutledge replied that staff would bring the financing memo back to Council for review and clarified that the numbers cited in the memo were conceptual but were based on best estimates. Council President Mays stated that he would include funding asks in the application to help the city understand what funding tools were available to utilize and discussion regarding possible funding programs occurred.

Record note: Prior to the meeting, Community Development Director Eric Rutledge provided Council Sherwood West work session presentation materials and "Sherwood West – Alternatives Analysis" memo (see record, Exhibit B).

Boards & Committee Members Present: Parks and Recreation Advisory Board Chair Dave Scheirman, Planning Commission Chair Jean Simson, Budget Committee Chair Kady Strode, Library Advisory Board Chair Sean Garland, Police Advisory Board Chair Brian Dorsey, Cultural Arts Commission Vice Chair Jennifer Casler, and Senior Advisory Board Chair Caz Thompson.

B. City Boards & Committees Goals & Objectives

Mayor Rosener recapped that one of Council's goals for the year was to better communicate with the city's boards and committees regarding Council's goals and objectives. He explained that this was also an

opportunity for Council to better understand what the city's boards and committees' goals and objectives were for the year and a handout of the 2023-2024 City Council Goals was distributed (see record, Exhibit C). Parks and Recreation Advisory Board Chair Dave Scheirman recapped that his board was utilizing the new Parks Master Plan and were focused on identifying potential new parks properties on the other side of Highway 99W. He explained that procuring that land was the board's biggest priority since many of the goals and tasks within the Parks Master Plan depended on the land being acquired first. He provided an overview of the recent changes to the pickleball courts and scheduling. He spoke on the difficulty of predicting what recreational activities would be popular in the future and building the infrastructure to support those activities. Planning Commission Chair Jean Simson asked that the Parks and Recreation Advisory Board and the Planning Commission work together through the finalization of the Sherwood West Concept Plan to ensure that the types of parks and spaces for Sherwood West were captured. Councilor Scott asked regarding the approval of a recent Denali subdivision and asked if the developers had submitted their chosen amenities from the Parks Master Plan to the Planning Commission. Planning Manager Palmer replied that the developers had not yet submitted for final approval, but once it had been submitted, it would go through the Planning Commission for approval. Planning Commission Chair Simson spoke on feedback they had received regarding types of parks and park amenities and explained that the Planning Commission now tried to incorporate that feedback when working with developers and creating appropriate definitions to provide clarity. Parks and Recreation Advisory Board Chair Scheirman spoke on the board's desire to focus more on neighborhood or regional parks with each park having its own "personality." Councilor Giles commented that Sherwood did not need the same type of park replicated throughout the city and expressed that he was glad the Parks and Recreation Advisory Board sought to provide different types of activities and experiences with each park. Discussion regarding the need to create an ADA accessible park occurred. Mayor Rosener referred to the pedestrian bridge project and asked if parks and trail connectivity had been factored in. Parks and Recreation Advisory Board Chair Scheirman replied that connectivity to the bridge would be factored in, and Councilor Scott spoke on the need to master plan for parks and trails. Police Advisory Board Chair Brian Dorsey recapped that the Police Advisory Board had recently brought on several new members and explained that the board had reviewed the Sherwood Police Department staffing, mental health, and local crime survey. He explained that the Police Advisory Board utilized that information and made it the focus of the Police Department's social media presence, allowing the Police Department to showcase their impact in those areas and generate community involvement. Cultural Arts Commission Vice Chair Jennifer Casler voiced that the Cultural Arts Commission was comprised of a wide variety of members who brought a diversity of ideas to the board. She recapped that in the past few years, the Cultural Arts Commission had established three different cultural festivals and explained that these festivals brought out a large portion of the community that may not normally participate in city events. She spoke on the mural program and reported that the commission was currently searching for its second and third locations. She stated that in 2024, the commission would begin its work expanding the cultural walking tour to incorporate the prehistoric history of the area, and would integrate the history of local Grand Ronde tribes, animals, geology, etc. Vice Chair Casler spoke on the importance of mutual planning between all city boards and commissions to create visual continuity in Sherwood, conveying a sense of place throughout the community. Councilor Young commented that she would like future murals and art to be interconnected and tell a story. Councilor Giles asked if there were grants available to feature artists of the Confederated Tribes of the Grand Ronde community and artists from other underrecognized social groups. Vice Chair Casler replied that the curator of the Confederated Tribes of the Grand Ronde's Chachalu Museum and Cultural Center was scheduled to speak with the Cultural Arts Commission in January or February of 2024 and stated that they would ask regarding potential grant programs. Councilor Standke asked if the Cultural Arts Commission was working with the Main Street Group and Cultural Arts Commission Vice Chair Casler replied that previously, a representative from the Main Street Group would attend Cultural Arts Commission meetings and commented that she would reach out to them again. Councilor Brouse replied that the Main Street Group was interested in the mural planning and Councilor Young commented regarding the Cultural Arts Commission's recent CEP grant. Police Advisory

Board Chair Dorsey referred to the vacant lot near the Arts Center and asked if there were plans for a public art display in that location. Mayor Rosener spoke on the city's plans to conduct a study on what types of artworks could be featured in that space and referred to the city's historic train depot. Library Advisory Board Chair Sean Garland recapped that the Library Advisory Board had recently finished developing the library's Collection Development Policy and was beginning work for the strategic planning process. He reported that the Library Advisory Board was comprised of a good mix of members with experience as well as new members, including a student representative from Sherwood High School. He reported that the board was continuing its work on the Sherwood Library Foundation (SHELF). Cultural Arts Commission Vice Chair Casler asked that the Cultural Arts Commission and the Library Advisory Board hold a joint work session to discuss how the boards could work together to share resources and collaborate. Budget Committee Chair Kady Strode recapped that the Budget Committee had recently discussed the possibility of moving to a biannual budget instead of an annual budget. She explained that the committee discussed the pros and cons of a biannual budget, sought feedback from department heads, discussed what year two would look like for the Budget Committee and staff, and how the supplemental budget process would work with a biannual budget. She reported that the Budget Committee had determined that it would be best to wait until FY25-26 to move to a biannual budget to sync up with the state's budget. She explained that this would allow the city to know the PERS rates for the two-year budget period and one year's COLA and benefits rates. Mayor Rosener commented that many cities had already switched to a biennial budget. Senior Advisory Board Chair Caz Thompson recapped that the Senior Advisory Board had spent the majority of 2023 working to acquire the "age-friendly city" designation for the city. She reported that for 2024, the Senior Advisory Board would focus on educating others on what an age-friendly city meant and stated that a business award would be added to the Chamber of Commerce. In 2024, the Senior Advisory Board would also focus on affordable housing, particularly in the Sherwood West area and transportation. Councilor Scott asked to include the Senior Advisory Board's feedback on the proposed housing types for Sherwood West. Councilor Giles asked that the Parks and Recreation Advisory Board also get the feedback of the Senior Advisory Board when developing new and accessible parks. Mayor Rosener asked for more details on the topic of transportation for the Senior Advisory Board. Senior Advisory Board Chair Thompson explained that as people got older, they often lost their independence and ability to take care of their own transportation needs, which also hindered their ability to socialize. Discussion regarding TriMet and intra-Sherwood public transportation options occurred, and Council asked that those options be looked into. Planning Commission Chair Jean Simson recapped that the Planning Commission wished to hold a work session to discuss the CFEC (Climate-Friendly and Equitable Communities) program and spoke on the potential impact on parking requirements if the city opted out of TriMet service. She reported that the Planning Commission was discussing the potential impacts of new state mandates as well as refining the city's tree code to better protect Sherwood's trees, and continuing work on annexation code. Planning Commission Chair Simson referred to Old Town Design Standards and Type IV applications and explained that this was to allow for the Planning Commission to have some development oversight. She explained that she felt that in some cases it was a barrier to development in Old Town and stated that she would like the Planning Commission to review and refine the code.

5. ADJOURN:

Mayor Rosener adjourned the work session at 7:10 pm and convened a regular session.

REGULAR SESSION

1. CALL TO ORDER: Mayor Rosener called the meeting to order at 7:19 pm.

- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Keith Mays, Councilors Kim Young, Doug Scott, Dan Standke, and Renee Brouse. Councilor Taylor Giles attended remotely.
- 3. STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Community Development Director Eric Rutledge, Legal Counsel Alan Rappleyea, Law Clerk Emma Gill, and City Recorder Sylvia Murphy. City Attorney Ryan Adams attended remotely.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCIL PRESIDENT MAYS TO APPROVE THE AGENDA. SECONDED BY COUNCILOR YOUNG. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of November 8, 2023, City Council Meeting Minutes**
- B. Approval of November 21, 2023, City Council Meeting Minutes**
- C. Approval of November 28, 2023, City Council Meeting Minutes**

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

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENT:

Sherwood resident Jim Claus came forward and spoke on his experience with lawsuits and referred to decisions regarding cemeteries, administrative remedies, and reaching finality. He stated that his family was the largest land contributors in Sherwood. He stated that the city was violating the Oregon Constitution and referred to a highway project. He stated that he was attempting to come to a solution with the city, but the city was unwilling to work with him. He stated that he hoped to come to an agreement without litigation.

Mayor Rosener addressed the next agenda item.

7. CITY MANAGER REPORT:

City Manager Pro Tem Craig Sheldon commented that he had been meeting with department heads since he was appointed City Manager Pro Tem. Council President Mays gave his kudos to city staff for their work on the holiday festival and leaf pickup program. Councilor Scott asked Mr. Sheldon if there was anything Council could do for Mr. Sheldon or the other department heads. Mr. Sheldon replied that he planned to meet with the Councilors individually to help provide direction going into the new year. Mayor Rosener stated that he appreciated the level of staff collaboration throughout the transition of hiring a new City Manager. Police Chief Ty Hanlon commented that the holiday festival had gone well.

Mayor Rosener addressed the next agenda item.

8. COUNCIL ANNOUNCEMENTS:

Councilor Young reported that Portland Cars & Coffee would hold its toy drive on December 9th at Langer's Entertainment Center. She explained that the Sherwood Police Department was competing with TVF&R Station 33 to collect the most toys and Police Chief Hanlon provided details on the program. Councilor Brouse added that additional items were available for purchase and the proceeds of those sales would go to the Sherwood Police Foundation. Councilor Young reported on her attendance at the Region 1 Area Commission on Transportation (R1ACT) meeting where they heard an update on the interstate bridge project and an ODOT revenue forecast presentation.

Councilor Standke reported that the Planning Commission did not meet. He spoke on Sherwood 4 Kids Sake and explained that it was a non-profit organization that collected donations via gift tags at local businesses and used those donations to provide holiday gifts for local families. He thanked Public Works staff for ensuring the area was safe after a piece of glass had broken near the library.

Councilor Scott reported that the Parks and Recreation Advisory Board did not meet. He commented that he felt fortunate to live in Sherwood and referred to various city events and programs.

Councilor Brouse stated that she agreed with Councilor Scott's comments about Sherwood.

Councilor Giles stated that he was grateful for the library volunteers and spoke on the Sherwood Library Foundation, SHELF.

Council President Mays reported he attended the holiday festival. He spoke on his experience with threats of litigation throughout his 25-year public service career. He reported he attended the most recent Cultural Arts Commission meeting. He reported that he attended the WCCC retreat.

Mayor Rosener stated that he echoed other Councilor's comments regarding Sherwood residents and staff. He reported he attended the holiday parade and thanked staff for their work putting on the festival. He reported he attended the WCCC retreat where they began working to prioritize transportation projects in Washington County. He reported he attended the Metro Solid Waste Advisory Task Force meeting. He reported on his attendance at the Metro's Policy Advisory Committee.

9. ADJOURN:

Mayor Rosener adjourned at the regular session at 7:45 pm and convened an executive session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** The meeting was called to order at 7:50 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Keith Mays, Councilors Kim Young, Doug Scott, Dan Standke, and Renee Brouse. Councilor Taylor Giles attended remotely.
- 3. STAFF PRESENT:** City Attorney Ryan Adams (remote attendance), Legal Counsel Alan Rappleyea, City Manager Pro Tem Craig Sheldon, Law Clerk Emma Gill, and Assistant City Manager Kristen Switzer.

4. TOPICS:

A. ORS 192.660(2)(h), Legal Counsel

5. ADJOURN:

The executive session was adjourned at 8:00 pm

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
December 12, 2023

SPECIAL SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:00 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Keith Mays, Councilors Kim Young, Doug Scott, Dan Standke, and Renee Brouse. Councilor Taylor Giles attended remotely.
3. **STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Legal Counsel Alan Rappleyea, City Engineer Jason Waters, and City Recorder Sylvia Murphy.
4. **APPROVAL OF AGENDA:**

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

Mayor Rosener addressed the next agenda item.

5. CITIZEN COMMENTS:

Sherwood resident Jim Claus came forward and referred to the YMCA and high school and stated that there was a conflict of interest at the Council-level. He stated that anyone who was currently on the YMCA board or had ever served on the YMCA board had a conflict of interest. He referred to Walmart, Matt Langer, and Council President Mays and stated that there had been a conflict of interest. He stated that anyone who currently served on the YMCA board or had ever served on the YMCA board had a conflict of interest and should recuse themselves from the hearing on Resolution 2023-085. He spoke on Cedar Brook Way, the Oregon Constitution, appellate case law, and sovereign immunity. He referred to the City Engineer and previous Community Development Director Julia Hajduk and spoke on exhausting administrative remedies. He called for any Councilor with a relationship with the YMCA to recuse themselves from this meeting.

6. NEW BUSINESS:

A. Resolution 2023-085 Authorizing the City Manager Pro Tem to Prepare a loan from the City to the Urban Renewal Agency to assist in the Construction of the Hwy 99W Pedestrian Bridge Project

City Engineer Jason Waters and Finance Director David Bodway came forward and presented the staff

report. Mr. Waters recapped that the project had undergone value engineering which resulted in a cost reduction of \$1,983,800, bringing the estimated final cost to \$21,988,411.80 for the project. He reported that the city issued the notice to award the contract on December 11th and if Council and the URA Board approved the proposed resolutions then the construction of the pedestrian bridge could proceed. Mr. Waters explained that Resolution 2023-085 also authorized the city to procure a loan of up to \$12 million. Finance Director David Bodway stated that the phrase of “up to” was chosen to allow for the flexibility to continue the projects that were still underway. He explained that the \$12 million loan combined with the available funding in the URA would cover the cost of constructing the pedestrian bridge. He commented that a future work session would be needed to review the loan’s terms, interest rate, repayment schedule, and drawdown. Councilor Scott asked for clarification on where the funding would come from, and Mr. Bodway explained that the Water Fund was one of the city’s largest funds and therefore had a large amount in reserve. He stated that the city would want to create a repayment schedule to keep funds available for future water projects and it would not increase the city’s water rates. Councilor Scott asked regarding the risk of being unable to fund future water projects because the reserve had been utilized for the pedestrian bridge. Mr. Bodway replied that there were additional options within the URA and referred to TIFF revenue which could result in the city replenishing the Water Fund early. He commented that the largest planned Water Fund project within the next ten years was the upgrade at the Willamette Intake Facility (WIF), but per Oregon Budget Law, the loan needed to be paid back within ten years so those funds would likely be available for that project. City Manager Pro Tem Craig Sheldon replied that work on the WIF would likely begin in eight years and commented that other projects or costs would be due to unforeseen circumstances. Finance Director Bodway added that the TIFF revenue would continue to grow over the years and commented that this was “lower risk.” Mayor Rosener asked why the city was pursuing an internal loan versus bonding against future TIFF funds. Mr. Bodway replied that the city was interested in an internal loan because of current interest rates and the cost-savings of being able to internally transfer funds between agencies. Councilor Standke asked when the work session to discuss details of the loan would be scheduled and Mr. Bodway replied that he hoped to meet with Council in January 2024. He explained that once Council approved the resolution, he would meet with City Manager Pro Tem Sheldon to analyze the Water Fund and Water Fund projects for the next 10 years. He would also meet with the consulting company to look at the projected growth of the TIFF revenue. He stated that the URA had roughly \$15 million in funding available to start the pedestrian bridge project. Mayor Rosener explained tax increment financing and stated that it would not raise property taxes. Councilor Giles asked if future projects would be at risk by using the URA funding to build the pedestrian bridge. Finance Director Bodway replied that projects may be delayed and commented that Council and the URA Board could determine the scheduling of future projects. He said it would be difficult to say what specifically would be at risk at this stage. Councilor Young asked Legal Counsel Alan Rappleyea to clarify what a conflict of interest would be for Council. Mr. Rappleyea explained that there were two kinds of conflicts of interest, actual conflicts of interest and potential conflicts of interest. He stated that an actual conflict of interest resulted in a direct dollar benefit or dollar detriment. A potential conflict of interest resulted in a possible dollar impact. In an actual conflict of interest, someone would need to recuse themselves from voting on the matter. With a potential conflict of interest, someone could still vote on the matter, but they would need to disclose their potential conflict. Councilor Young stated that she had no conflict of interest for this resolution. Council President Mays stated that he did not have a conflict of interest, but his house was located a mile and a half away and he currently served on the YMCA Board of Directors. Mr. Rappleyea asked if Council President Mays was paid to serve in the position and Council President Mays replied he was not paid. Mr. Rappleyea replied that Council President Mays did not have a conflict of interest. Mayor Rosener, Councilors Brouse and Scott stated that they did not have any conflicts of interest. Councilor Scott commented that he had reservations about the cost of the pedestrian bridge project and the financial risk it created for completing other city

projects. He stated that the pedestrian bridge project was an important part of the city and community's future and delaying the construction of the bridge would only make the project more expensive. He stated that he supported the pedestrian bridge project and commented that it was something that was needed for the future and that he supported the resolution. Councilor Young commented that she had similar reservations regarding the cost of the pedestrian bridge project, but she felt it was an important project for the community. She spoke on the timing of the bridge project, Sherwood West, and UGB expansion and stated that the bridge would connect both sides of the city and was good for the future. She stated that she was in favor of the resolution. Councilor Brouse said that she agreed with Councilor Young and stated that she wanted to work towards expanding the connection that the bridge created between the east and west sides of the city and referred to trail systems. Councilor Giles said that he was concerned about the level of connectivity the bridge created. He added that combined with the estimated project costs, he wondered if this was the right project for the area versus diversifying the city's taxbase by moving forward with the development of Ice Age Drive. He referred to the project's estimated cost and commented that he felt that Sherwood was not yet a walkable community and that drivable areas were needed until enough trails were developed. He stated that he was not in favor of the resolution for those reasons. Councilor Standke stated that he agreed with Councilors Scott and Young's comments regarding the financing and commented that it was not an ideal situation, but when considering the outside factors and money that had already been spent on the project, moving forward was the right decision. He stated that he was in favor of the resolution. Council President Mays stated he agreed with Councilor Brouse's comments regarding the need to provide better connectivity to the bridge and spoke on Sherwood West. He stated that he supported the resolution. Mayor Rosener stated that it was rare for cities to have this type of opportunity available to them and spoke on the history of the pedestrian bridge project and the level of support the project had received from the community. He stated that the pedestrian bridge was a "generational project" and referred to the development of Sherwood West and his desire for the bridge to serve as a connection between the community. He stated that he also had reservations about the cost of the project and stated that the city would need to continue to be fiscally responsible. He stated that he supported the resolution. with no further Council comments, the following motion was stated.

MOTION: FROM COUNCIL PRESIDENT MAYS TO APPROVE RESOLUTION 2023-085 AUTHORIZING THE CITY MANAGER PRO TEM TO PREPARE A LOAN FROM THE CITY TO THE URBAN RENEWAL AGENCY TO ASSIST IN THE CONSTRUCTION OF THE HWY 99W PEDESTRIAN BRIDGE PROJECT. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:1; MAYOR ROSENER, COUNCIL PRESIDENT MAYS, COUNCILORS YOUNG, SCOTT, STANDKE, AND BROUSE VOTED IN FAVOR. COUNCILOR GILES OPPOSED.

7. ADJOURN:

Mayor Rosener adjourned the special session at 7:30 pm and convened a URA Board of Directors meeting. (See *URA Board meeting Records*). Mayor Rosener reconvened a City Council executive session following the URA Board meeting.

EXECUTIVE SESSION

1. CALL TO ORDER: The meeting was called to order at 8:20 pm.

2. **COUNCIL PRESENT:** Mayor Tim Rosener, Councilors Kim Young, Doug Scott, Dan Standke, and Renee Brouse. Councilor Taylor Giles attended remotely. Council President Keith Mays was absent.

3. **STAFF PRESENT:** Legal Counsel Alan Rappleyea, City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, and Finance Director David Bodway.

4. **TOPICS:**

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

5. **ADJOURN:**

The executive session was adjourned at 8:50 pm

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Craig Sheldon, City Manager Pro Tem
Through: Ryan Adams, City Attorney

SUBJECT: Resolution 2024-001, Authorizing City Manager to Amend and Restate Intergovernmental Agreement between the City and the Regional Water Providers Consortium

Issue:

Should the City participate in the update to the Intergovernmental Agreement (IGA) with the Regional Water Providers Consortium (RWPC)?

Background:

The City of Sherwood is a member to the Regional Water Providers Consortium (RWPC) through an Intergovernmental Agreement (IGA).

The IGA of Regional Water Providers Consortium (RWPC) was last updated in the 2005. Since then, the organization has grown and evolved, requiring a need to update the IGA. The consortium and its member have conducted a thorough review and updated the IGA language. Changes to the IGA include removal of outdated references, update language pertaining to dues, update the purpose of Consortium to align with the mission statement and Strategic Plan, updates to definitions, updates to withdrawal language and language reflecting current best practices for agreement; added roles and responsibilities to Executive Committee, added obligations and Board authority to maintain Strategic Plan and removed obligation to update Regional Water Supply Plan.

At the October 4, 2023 Consortium meeting the RWPC Board unanimously approved the IGA with a recommendation that Consortium members' individual Boards, Council or Commissions approve the amended and restated IGA.

Financial Impact:

There is no financial impact to the budget for the City to continue partnership with the Regional Water Providers Consortium.

Recommendation:

Staff respectfully recommends adoption of Resolution 2024-001, authorizing the City Manager to Amend and Restate Intergovernmental Agreement between the City and Regional Water Providers Consortium.



RESOLUTION 2024-001

**AUTHORIZING THE CITY MANAGER TO AMEND AND RESTATE THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE REGIONAL
WATER PROVIDERS CONSORTIUM**

WHEREAS, the City is a member of the Regional Water Providers Consortium; and

WHEREAS, the members of the Consortium desire to amend and restate the 2004-05 IGA to make certain updates to the members and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

WHEREAS, it is a benefit to the City of Sherwood to continue with the membership of the Consortium for emergency preparedness, resiliency of drinking water and water conservation through outreach and education.

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

Section 1. The City Manager is hereby authorized to enter into an agreement, attached as Exhibit A, that Amends and Restates the Intergovernmental Agreement of Regional Water Providers Consortium (2023).

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

Duly passed by the City Council this 2nd of January 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT OF REGIONAL WATER PROVIDERS CONSORTIUM (2023)

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REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

RECITALS

WHEREAS, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

WHEREAS, in 1996 a Regional Water Supply Plan was completed; and

WHEREAS, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

WHEREAS, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

WHEREAS, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

WHEREAS, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

NOW, THEREFORE, the Participants agree as follows:

Section 1. Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

Section 2. **Purposes**

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

Section 3. **Strategic Plan**

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

Section 4. **Cooperation and Participants' Retained Powers**

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

Section 6. Participants

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

Section 7. Dues

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues of each Participant shall be determined annually as follows:
 - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
 - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
 - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
 - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
 - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
 - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
 - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
 - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
 - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
 - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

Section 8. Work Plan and Budgeting

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

Section 9. Consortium Board

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

Section 10. Executive Committee

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

Section 11. Technical Committee

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

Section 12. Dispute Resolution

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

Section 13. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

Section 14. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

Section 17. Agreement Amendment

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

Section 18. Indemnification

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

Section 19. Severability

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

Section 20. No Third-party Beneficiaries

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

Section 21. Merger Clause

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 22. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

(Signatory page can be changed to fit specific adoption process)

SIGNATORY PARTY

Jurisdiction or Entity Name

By: _____

Title: _____

Print Name: _____

Contact Person: _____

Dated: _____

Address: _____

Send signed agreement to Patty Burk patty.burk@portlandoregon.gov or mail to:

Portland Water Bureau
Attn: Patty Burk
1120 SW 5th Ave. Suite 405
Portland, OR 97204

