



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, June 7, 2016

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

6:00 pm City Council Work Session

7:00 pm City Council Regular Meeting



6:00 PM WORK SESSION

1. **Charter Amendments** (Josh Soper, City Attorney)

REGULAR SESSION

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF AGENDA**

5. **CONSENT AGENDA**

- A. **Approval of May 3, 2016 City Council Meeting Minutes**
- B. **Resolution 2016-025 Appointing Sarah Hagen to the Parks and Recreation Board** (Switzer)
- C. **Resolution 2016-026 Appointing Adam Best to the Parks and Recreation Board** (Switzer)
- D. **Resolution 2016-027 Appointing Mike Bowcut to the Parks and Recreation Board** (Switzer)
- E. **Resolution 2016-028 Appointing Mike Jackson to the Parks and Recreation Board** (Switzer)
- F. **Resolution 2016-029 Appointing Nicole Burgess to the Cultural Arts Commission** (Switzer)
- G. **Resolution 2016-030 Authorizing the City Manager to sign Intergovernmental Agreements with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)** (Adrienne Doman Calkins, Library Manager)

6. **PRESENTATIONS**

- A. **Recognition of Eagle Scout Award Recipient**
- B. **Recognition of 2016 Robin Hood Festival Maid Marian Court Members**
- C. **Washington County Visitors Association Presentation** (Joe Gall, City Manager)
- D. **Employee Spotlight** (Joe Gall, City Manager)

7. **CITIZEN COMMENTS**

8. **NEW BUSINESS**

- A. **Resolution 2016-031 Assessing sidewalk construction costs on 23765 SW Redfern Drive, Sherwood, OR 97140 and directing the City Recorder to enter such assessment in the City's lien docket** (David Janusz, Dept. Program Coordinator)

AGENDA

SHERWOOD CITY COUNCIL June 7, 2016

6:00 pm Work Session

7:00 pm Regular Meeting

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

- B. Resolution 2016-032 Assessing sidewalk construction costs on 23900 SW Redfern Drive, Sherwood, OR 97140 and directing the city recorder to enter such assessment in the City's lien docket** (David Janusz, Dept. Program Coordinator)

9. PUBLIC HEARINGS

- A. Ordinance 2016-007 Amending Title 9 of the Municipal Code relating to public peace, morals and welfare, Chapter 9.52 Prohibiting of Noise** (Josh Soper, City Attorney) *(Second Reading)*
- B. Ordinance 2016-010 Amending Section 16.162.040 to allow public and private parking lots on a residentially zoned lot within the Old Town Overlay** (Brad Kilby, Planning Manager) *(First Reading)*

10. CITY MANAGER REPORT

11. COUNCIL ANNOUNCEMENTS

12. ADJOURN

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
May 3, 2016

WORK SESSION

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 6:05 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Dan King, Renee Brouse, and Councilor Sally Robinson via conference call. Councilor Jennifer Kuiper arrived at 6:09 pm. Councilor Linda Henderson was absent.
3. **STAFF PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Captain Mark Daniel, Public Works Director Craig Sheldon, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy.
4. **TOPICS:**

A. Willamette Governance Group Update

City Attorney Josh Soper presented information (see record, Exhibit A) and explained this is the Willamette Governance Group proposed timelines of subjects that the group has identified that need to be negotiated and resolved to prepare an IGA to bring to the governing bodies for approval. He said currently the main governance group is working on the topic of voting. He said he met today with the attorney's and they are working on subjects as well (referencing the exhibit). He said after we finish our work and the voting work has been completed, we will move on to the finance evaluation and initial capital contribution topics. He said they will then work on the Review of the Comprehensive Governance Structure and the attorney's will be working on a draft of the IGA which they hope to have developed and refined by the end of the year. He said the IGA will come to the Council for initial review and then after the first of 2017, the IGA will be going before all the City Councils and the TVWD Board for approval.

Josh referenced page 3 of the exhibit and explained the structure, which includes all the City Councils and TVWD Board. He explained they would all appoint representatives to be on the Governing Board of the new entity that is being formed. He said this would then have several policy boards that would advise on different issues, such as a Policy Board on the WRWC Water Right. He said the Governing Board would appoint and oversee a managing agent or agency which could be one of the cities or TVWD or something else who would manage the day to day affairs and may operate the plant itself or have a separate plant operator that they contract with. He said in addition to the managing agent, there is a management committee that is foreseen to be developed and an operations committee. He said the

operations committee would consist of representatives from each of the seven agencies who have technical expertise and who can advise the managing agent on technical issues. He said the management committee would consist of the City Managers or CEO's of these organizations or their designees and would provide more of a management perspective and advice the managing agent.

Josh provided a handout (see record, Exhibit B) and said this is a list of bullet points, examples of the types of things the various groups would do, such as the responsibilities of the Governing Board and Managing Agent, the Management Committee, Operations Committee and Plant and System Operator(s).

Josh offered to answer questions. A question was asked if Washington County had an interest in this. Josh replied no. A question was asked regarding the City of Wilsonville being part of the WRWC and Josh stated they are not part of the WRWC.

5. ADJOURN:

Mayor Clark adjourned the work session at 6:10 pm and convened to an Executive Session.

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 6:11 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Dan King, Jennifer Kuiper and Renee Brouse. Councilor Sally Robinson via conference call.
3. **STAFF PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Public Works Director Craig Sheldon and Police Captain Mark Daniel.

4. TOPICS:

- A. ORS 192.660 (2)(f), Exempt Public Records.

5. ADJOURN:

Mayor Clark adjourned the executive session at 6:40 pm and convened to a regular session.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Clark called the meeting to order at 7:02 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Renee Brouse, Dan King and Jennifer Kuiper. Councilor Sally Robinson via conference call.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Captain Mark Daniel, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy.

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

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCILOR ROBINSON TO APPROVE THE AGENDA, SECONDED BY COUNCILOR KUIPER. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR. (COUNCILOR ROBINSON VIA CONFERENCE CALL).

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

5. CONSENT AGENDA:

- A. Approval of April 19, 2016 City Council Meeting Minutes**
- B. Resolution 2016-022 Appointing Geoffrey Beasley to the Cultural Arts Commission**
- C. Resolution 2016-023 Authorizing the City Manager to renew an IGA with City of Portland for Telecommunication Services**

MOTION: FROM COUNCILOR KUIPER TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR KING. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR. (COUNCILOR ROBINSON VIA CONFERENCE CALL).

Mayor Clark addressed the next item on the agenda.

6. PRESENTATIONS:

A. Recognition of Eagle Scout Award Recipient

Mayor Clark called forward Christian Doyle and asked him to describe his Eagle Scout project. Christian presented information regarding his project which involved building bookshelves and stocking them with books for the NICU at St. Vincent's Hospital. He explained the premature babies have a loss of interactions with their parents which causes delayed developmental speech patterns and the books and bookshelves were to help promote families to create the lost interactions. He said he built two bookshelves and needed at least 300 books to stock them, he said the project took three weeks and 63 hours to complete. He said he set up a book drive and created containers labeled with the types of books he was seeking. He said he established the containers throughout the Sherwood community. He said the wood for the bookshelves was donated by ABC Wood Works. He explained the construction, assembly and finish work performed on the bookshelves. He stated he received a lot of support from the community in book donations and said not all the books were used for this project. He explained he received over 800 books and only needed 300, and the extra books were donated to the Good Neighbors Homeless Shelter. He said as a new Eagle Scout he plans on helping out at the Boy Scout Camp as a Merit Badge Councilor.

The Council congratulated Christian and Mayor Clark presented him with a certificate of achievement.

B. Recognition of Oregon Mayor's Association, 2016 "If I were Mayor, I Would..." Contest

Mayor Clark thanked everyone who applied and said selecting a winner was very difficult. She announced that Livia Van Austen was the local winner of the “If I Were Mayor, I Would” poster contest. She presented the poster and asked Livia to explain her project. Mayor Clark presented Livia with a certificate of achievement and stated her poster would be submitted to compete in the state wide competition.

Mayor Clark announced that Meg McLaughlin, was the local winner of the essay contest. Mayor Clark asked Meg to come forward and explain her essay entry and presented her with a certificate of achievement and stated her essay would be submitted to compete in the state wide competition.

C. Proclamation, Proclaiming May 16-21, 2016 Emergency Medical Services Week

Mayor Clark read the proclamation and noted the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others. She stated the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills. She proclaimed May 16-21 as Emergency Medical Services Week and encouraged citizens to recognize the value and the accomplishments of emergency medical services providers.

Mayor Clark addressed the next agenda item.

7. CITIZEN COMMENTS

Tess Keis, Sherwood resident came forward and stated Mayor Clark has a nephew on his second tour in Afghanistan and announced that the Sherwood American Legion was collecting donations to send a care package to her nephew and others. She said donations can be dropped off at the Legion after 3:30 pm and a list of suggested items can be found online.

Mayor Clark thanked Tess and the legion for their support.

Nancy Taylor, Sherwood resident approached the Council and said she had a quandary and asked for clarification on the annexation decision decided by the State and signed by the governor that citizens were no longer able to vote on annexations. She said she noticed the City did not step up and said she received information that the City of Corvallis will probably step up. She said she believes the City Attorney has said that if the state decides on this issue then they trump local law. She said she noticed with the marijuana issue and the state law, the City had an opportunity to vote on it. She said she doesn't understand the difference with these two issues as both are state issues and one topic the City wants to argue and not the other. She said the City wants the voters to consider one issue but not the other. She asked for an explanation.

Mayor Clark asked City Attorney Soper if he had any comments. Mr. Soper said generally he doesn't like to respond to public comments and said what we are talking about is if there is a conflict with a state law and a local law and in both these cases that has been cited, there is no conflict. He said in the case of the marijuana issue, the state law said that communities can put a vote on a ballot to ban marijuana within their jurisdictions, and we are doing that. He said similarly with the voter annexation bill, Sherwood's Charter does not contradict the voter annexation bill because the Charter says, “annexations shall be submitted to the voter, unless otherwise provided by state law”, he said so there is no conflict there, the

Charter was written specifically to say that if a state law requires that it not go to a vote then it's not going to a vote in Sherwood.

Councilor Kuiper asked to clarify and said the law on annexation doesn't give the same ability for cities to allow a vote like the marijuana law. Mr. Soper replied right, there is no local opt out provision.

Ms. Taylor asked then how is Corvallis planning on overturning it. Mr. Soper said he doesn't know about Corvallis, but knows there are some other cities where their charter does not say "unless otherwise provided by state law", it simply says, "it shall go to a vote", in which case there would be a direct conflict and then you could potentially challenge that conflict. He said we don't have that in Sherwood.

Ms. Taylor said she guesses we don't want that in Sherwood, correct?

Alan Pearson, Sherwood resident came forward and said he has a PhD in Political Science, specializing in American Government. He said this is a political science question that he will answer. He said there are essentially three systems of government that refers to a central government and it's relation to subordinate governmental units. He said all state governments are known as unitary systems of government and all governing powers reside in the central government and here is Oregon that happens to be in Salem. He said Sherwood, and every other City, county and school board and every other governmental unit is created by your state legislature. He said any governing powers that the local subordinate government units have are powers granted to it by the state legislature and can be withdrawn at any time. He said there is really no such thing as "home rule", locals governments are not independent sovereign governmental units, they exists through a charter granted to them by the state legislature and the state legislature can adapt that charter any way it wishes. He said the other system of government is a confederation where sovereign governmental units create a central government that has no powers whatsoever except what the subordinate governmental units give them; United Nations, NATO, the Confederate States of America. He said the first United States of America was actually a confederation. He said the federal system of government is a division of power system where you have semi-sovereign states that do things that only the states can do, such as hold elections, educate people, marriage etc. and there are things that only the national government can do such as treaties, declare war and fight wars with other nations, and there are things that both governments can do simultaneously, such as tax. He said murder in rare exceptions is strictly a state crime except if it occurs on federal lands. He said most of your criminal activity is ruled by the state. He said to answer Nancy's question, because Oregon is a unitary system of government the state legislature can deem whatever it wishes in terms of how Sherwood's government acts and we don't have any say in it. He said he doesn't know what Corvallis is planning on doing, but they won't win, because that is the way American government works.

Mike Meyer, Sherwood resident approached the Council and said he is the owner of Generations Bar & Grill and is a member of the Sherwood Planning Commission. He said he wants to talk about an issue he has and an issue he has heard about from other citizens, an issue with a lack of structure around our residential development code. He said he grew up in a very small town, smaller than Sherwood and expounded on the small town environment where everyone knows everyone and people grow up together, a town with a sense of community and belonging. He said when he moved to Sherwood with his family seven years ago, he felt that sense of community and belonging. He said as we grow from a community of 20,000 to 30,000 or 50,000 we need to maintain that sense of community and we can still do that through intelligent growth. He said we need to look at our residential development plans, our codes and make sure they fit into plans that we have for our community, so as we grow we still have that

sense of community. He said it's because of our City government and our citizens that we still have that feeling and can maintain it. He said how we grow and what we do in our community and how we develop should be up to us as a community, not up to out of state developers or out of area developers, they are in it for the biggest bang for their buck. He said he is not advocating for any particular type of house and said we need to have a plan, so as we grow those decisions are ours and not those of outside entities. He said he would like to encourage the City Council to work with the City planners, have dialog, include the community and planning commission and let's have an intelligent growth plan so we when do hit 50,000 we still have that small town feel. He said people want to live here and move here and said let's make sure they are welcomed and that it fits into our community.

City Manager Gall added, subject to budget committee and Council approval, the Comprehensive Plan which is the growth plan for our community, the City is nearing the launch of an overdue update. He said we need citizens and businesses to be engaged to help draft the plan. He said if we don't do a good job, 20-30 years from now, the City won't be the Sherwood that you're talking about. He said this is a very important project, and commented regarding the great citizen input received on the Sherwood West project and said we learned a lot of great lessons from this. He said the Council identified this project as a priority and it's long overdue and community engagement is key.

Mayor Clark thanked City Manager Gall and Mr. Meyer.

With no other citizen comments, Mayor Clark addressed the next item on the agenda.

8. PUBLIC HEARINGS

A. Ordinance 2016-007 Amending Title 9 of the Municipal Code relating to public peace, morals and welfare, Chapter 9.52 Prohibiting of Noise

City Attorney Josh Soper said on February 2, 2016 the Council amended the City's noise ordinance to address smaller immediate concerns and at that time also discussed that it was time for the City to take a comprehensive look at the noise ordinance. He said staff has done that and brought back recommendations and discussion items at a work session held on April 19, and based on that discussion we have a draft noise ordinance for Council consideration of a first reading. He said if the Council votes to approve this tonight then it would move forward to a second reading at the next Council meeting, at least six days from now, for a final adoption.

Josh explained highlights and said previously we defined "day hours" as between 7 am and 10 pm on weekdays and between 8 am and 7 pm on weekends and based on the feedback from the work session, the new proposed language is 7 am to 9 pm on weekdays and 8 am to 9 pm on weekends. He said we also took a number of the specific violations and exceptions that exist in the League of Oregon Cities model ordinance and added those or tweaked ours to be more consistent with those and what we are seeing in neighboring communities. He said specifically in regards to our neighboring communities, we added an exemption for certain holiday related noises, 4th of July fireworks, New Year's Eve, and we totally revamped the variance provisions to streamline that process, by eliminating the different categories of variances. He said now under the new proposal all initial variance decisions will be made by the City Manager instead of some of those having to come before the Council. He said they can be appealed to the Council if necessary. He said there were no changes to fines, but a Class C violation for the first

offense which is \$250, subsequently it's a Class B, which is \$500. He offered to answer Council questions.

Councilor King said we also changed the noticing. Josh said the newspaper notice is no longer required and instead it is a website notice and we are also changing the requirement to hand deliver those notices to the neighbors, to either hand delivering them or mailing them, any way you want to "deliver" to owners or occupants.

Mayor Clark opened the public hearing and with no comments received she closed the public hearing comment and asked for Council comments. With none received, the following motion was stated.

MOTION: FROM COUNCIL PRESIDENT HARRIS TO APPROVE ORDINANCE 2016-007 AMENDING TITLE 9 OF THE MUNICIPAL CODE RELATING TO PUBLIC PEACE, MORALS AND WELFARE, CHAPTER 9.52 PROHIBITING OF NOISE AND PLACE IT ON THE NEXT AVAILABLE CITY COUNCIL MEETING AGENDA FOR ADDITIONAL PUBLIC COMMENT AND CONSIDERATION. SECONDED BY MAYOR CLARK. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR. (COUNCILOR ROBINSON VIA CONFERENCE CALL).

Mayor Clark addressed the next agenda item.

B. Resolution 2016-024 Establishing fees in the City's Fee Schedule for the Community Garden Program

City Manager Gall explained the first phase of the community garden is currently under construction. He said on May 7 there is a large community group volunteering to build garden beds. He said the City has begun taking applications to reserve plots and legally we cannot charge any fees until the Council establishes them. He said the resolution before the Council is to establish fees for the different size plots for people to reserve. He said the City has three different plot sizes, a 4x8 raised bed which is a \$30 fee plus a \$10 charge for a nonresident, a 10x20 raised border bed is a \$45 fee, plus \$10 for nonresident, and a 20x20 are \$60 plus a \$10 fee for nonresident. He said the fees are fairly consistent with other cities that have community garden programs. He said we will evaluate the fees after the first season and may make adjustments if necessary.

Councilor Kuiper clarified the fee is a season fee and not a monthly fee, Mr. Gall confirmed this was correct.

Mayor Clark added that it is customary to have a fee to pay for water and the upkeep required by staff.

Staff reminded the Council that public comments were required when considering adjustments to City fees.

Mayor Clark opened the public hearing. With no one coming forward Mayor Clark closed the public hearing. The following motion was received.

MOTION: FROM MAYOR CLARK TO ADOPT RESOLUTION 2016-024, ESTABLISHING FEES IN THE CITY'S FEE SCHEDULE FOR THE COMMUNITY GARDEN PROGRAM, SECONDED BY COUNCILOR

BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR. (COUNCILOR ROBINSON VIA CONFERENCE CALL).

Mayor Clark addressed the next agenda item.

C. Ordinance 2016-008 Amendment to Chapter 16.31 (Industrial Uses) of the Sherwood Zoning and Community Development Code

Julia Hajduk Community Development Director presented information (see record, Exhibit C) and said the Council discussed this topic in a recent work session and previewed changes. Julia provided a brief background and stated the Tonquin Employment Area was brought into the UGB (Urban Growth Boundary) in 2002 and the City adopted a Concept Plan in 2010. She said at the time we identified key targets that we wanted for this area and said it was envisioned that other areas that would be compatible would be allowed conditionally through that process. She said however when we did a code update in 2012 staff merged three industrial chapters into one and during that process we unintentionally had very few uses that were actually allowed outright or conditionally in the employment industrial (EI) zone. She said this was brought to staffs attention by property owners and brokers that were representing developers in the area and staff realized very quickly this was an issue that needed to be resolved quickly as the economy was turning around.

She said back in October staff went to the planning commission and presented the issue and received support from the commission to proceed with the code update process. She said we began discussing the project approach and timeline with the commission and sent in December-January notice to all the property owners with industrially zoned property a letter explaining what we were doing and asked for feedback, and a survey was also posted on the City website. She said based on the input we received prior to and at a public planning commission work session on January 12, we developed a first draft recommendation of changes that were discussed on January 26, where we received additional feedback from the commission and the public, which resulted in a second round of draft changes. She said on February 2 we received additional feedback from the commission and public and this lead to staff preparing draft changes that we went out for public notice on.

Julia explained the public notice process (page 4 of exhibit). She said with a text amendment there is one criteria in our code that is required, that the amendment be based on a need for the amendment identified by the Council or commission and it needs to be consistent with the comprehensive plan, all provisions of the plan and code and with any applicable state or city statute and regulation. She said we identified that the applicable comprehensive plan policies were related to economic development and industrial planning designations and there is also Metro Title 4 standards, and the recommendations outline the analysis as well as findings that the proposed changes are compliant with that.

She said the planning commission held a hearing on April 12 to consider the draft changes as well as public input and there was testimony that was received and considered and those resulted in some changes to the original draft changes that are included in your packet. She said there was testimony about clarifying the exterior odor and noise so that it wasn't subjective. She said they made changes and there was discussion about the size of a stand-alone warehouse and distribution center, not a warehouse and distribution center that was associated with manufacturing or another permitted use, but if it was simply a warehouse and distribution center, originally in the Tonquin Employment Area that was prohibited, but after discussion and further understanding of the market, the commission was open to

allowing stand-alone warehouses. She said initially the proposal was to limit it to 100,000 square feet and after receiving public comment and consideration, the commission recommended 150,000 square feet and then we clarified some things based on input from Pride Disposal to differentiate solid waste landfill incinerators and other solid waste facilities from a solid waste transfer facility, and we fixed some scrivener errors.

She said with those changes the planning commission made on the 12, they unanimously recommended those changes. She said in the Council meeting packet you have the planning commission recommendation that goes into analysis, criteria and findings and attached to that is a clean copy of the proposed changes followed by a track-change version of the proposed changes. She said exhibit 3 is a summary of each change and it's rational.

Councilor Kuiper asked regarding the comments made by Bill Bach with Trammwell Crow about noise. Julia said that was addressed and is on page 79 of the Council packet. Julia explained the text and intent. Julia offered to answer questions.

Councilor Brouse referred to the letters they received and said one letter requested they go up to 200,000 square feet and the other said 150,000, and then we decided to go with 150,000. She asked what resulted in this decision. Julia replied she thinks the planning commission simply was compromising and being somewhere in the middle. She said it is something that can be discussed and asked Tom Pessemier to comment. Julia said originally the Tonquin Employment Area really did not want to be a distribution warehouse center, they wanted to be making and creating things and this was prohibited, so the idea of allowing it with some limitations is what was proposed. She said this is what is allowed outright, and there is still an opportunity through a conditional use process to go greater than 150,000 square feet.

Assistant City Manager Tom Pessemier added that the Tonquin Employment Area is about employment and we want to make sure we reserve as many jobs and provide as many jobs in that area as we can.

Councilor Kuiper asked regarding subleasing and if this is allowed under the code. Tom replied the code does not address what private property owners want to do inside of the building relative to their lease, it would be part of the site plan application and looking at the site as a whole.

Councilor Henderson commented that it would have to be an approved use, Julia replied right.

Julia referred to the letters that were received and said they were received prior to and at the planning commission meeting and we have not received any written testimony after the planning commission recommendation that is before the Council. Julia stated her recommendation is that the Council hold a public hearing and consider approving the planning commission recommendation, by approving Ordinance 2016-008. She added this would be the first reading and anticipates the second reading would occur on June 7 if approved.

Mayor Clark opened the public hearing.

Alan Pearson Sherwood resident came forward and praised Julia Hajduk and Tom Pessemier for their efforts on this and said Julia pulled together several different codes from surrounding towns and then modified and advised the planning commission to come up with Sherwood's version. He said what the

Council sees is a lot of work, compromise and discussion and recognizing we need to start attacking the growth, economic growth and industrial growth of Sherwood.

Mayor Clark closed the public comments section of the hearing and asked for Council questions or comments.

Councilor Kuiper said she thinks the 150,000 square feet is a good compromise and said Sherwood is not in a major transportation corridor where we would get 200,000 plus large distribution warehouses where you would have to get in/out quickly or handle a lot of goods. She said she also believes it preserves the diversity that we are going to need in the area we have. She thanked staff for their work.

Mayor Clark thanked the planning commission for their work.

Councilor Henderson asked regarding a category of Personnel Services that seems to capture voluntary services and asked where laboratory services fall under a particular zone. She thought they were allowed in general commercial. Julia replied laboratory language is on page 80 of the Council packet.

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

MOTION: FROM COUNCIL PRESIDENT HARRIS TO APPROVE ORDINANCE 2016-008 AMENDMENT TO CHAPTER 16.31 (INDUSTRIAL USES) OF THE SHERWOOD ZONING AND COMMUNITY DEVELOPMENT CODE AND PLACE ON THE NEXT AVAILABLE CITY COUNCIL MEETING AGENDA FOR ADDITIONAL PUBLIC COMMENT AND CONSIDERATION. SECONDED BY COUNCILOR HENDERSON, MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILOR ROBINSON VIA CONFERENCE CALL).

Mayor Clark addressed the next agenda item.

D. Ordinance 2016-009 Repealing Title 1 General Provisions, Chapter 1.08 Initiative and Referendum; and amending Title 2 Administration and Personnel, Chapter 2.04 Elections of the Municipal Code; declaring emergency

City Attorney Soper said the ordinance contains a number of housekeeping measures relating to the City's regulations and code on elections. He said the impetus for this was based on a question he received from the City Recorder regarding the timelines for candidate filings for office for November 2016. He said in looking through state law and the City code he discovered a contradiction between the two. He said the state law indicates the first date one can file for office is June 1 and the City code indicates January 1. He said for the last day to file, it's August 30 under state law and August 25 under the City code. He said given the states stated intention to have a uniform system of elections in Oregon it's questionable whether we are even permitted to differentiate ourselves from state law on those basis and in addition to that, just in terms of being able to easily administer our own elections in the City and to make it transparent and easy for candidates, it seems prudent and staff's recommendation is to eliminate that discrepancy and defer to state law. He said in particular to the filing deadline, a candidate could consult the Secretary of State Candidates Manual and see a deadline of August 30 and plan on filing before that deadline and coming to find that the City's deadline has already passed. He said our recommendation is to fix that issue. Mr. Soper said while he was reviewing this, the City Recorder brought to his attention a number of other corrections to the code that BEH, the previous City Attorney had

recommended back in 2012 that never resulted in gaining traction and getting approved. He said he has looked over those recommendations and they are housekeeping measures that should have been done back in 2012. He said somehow an oversight occurred in 2005 when the City adopted a comprehensive chapter in 2.04 regarding City elections. He said there was a previous section adopted in 1998 in chapter 1.08 that wasn't repealed at the time and it contradicts the newer chapter in some ways and has extraneous information that is not necessary. He said the first recommendation in that respect is to repeal the older chapter 1.08 and secondly, in the new chapter 2.04 there is a strange requirement that when we receive an initiative petition, the petitioner provides language for the measure and the City Attorney has to draft a ballot title, this is required by state law, and that ballot title is what is circulated in the petition. He said if it qualifies for election with enough signature, and the City Council puts it on the ballot, then you need an explanatory statement to go in the voters' pamphlet. He said for some reason our code requires us to draft that explanatory statement at the beginning before it even qualifies for an election. He said this recommended change is to simply say, wait until it qualifies for the ballot and then draft the explanatory statement.

He said he is requesting the Council adopt this ordinance on an emergency basis because if it is done under the normal process, a second hearing is required on June 7 and it would not take effect until July 7, which is well into the candidate filing period and well into the initiative and referendum period and would not provide the clarity for the November election. He reminded the Council to adopt tonight, there needs to be a unanimous decision of all seven council members.

Council President Harris asked the City Recorder when a candidate runs for office, they bring the paperwork to the City Recorder for processing, correct. She asked who takes the paperwork to the County Elections Office, the City Recorder or the candidate.

The City Recorder replied the candidate filing is processed through the City Recorder and once she receives all candidate filings, she has a deadline to certify the candidates, which is done through a certified letter which she hand delivers to the County Elections office with copies of the candidate filings.

Council President Harris asked what is the deadline to file with the City Recorder. Mr. Soper stated August 30 is the deadline to file with the City Recorder. The City Recorder added her deadline to file with the County is different than the August 30 date. She explained she sets a deadline which is usually 3-4 business days after the candidate filing, this allows her time to gather all candidate filings, draft the certified letter and hand deliver it.

Mayor Clark opened the public hearing to receive comments, with none received, she closed the public hearing and asked for Council questions or a motion.

Councilor Kuiper thanked City Attorney Soper and the City Recorder for helping to keep things in order.

MOTION: FROM COUNCIL PRESIDENT HARRIS TO READ CAPTION AND ADOPT ORDINANCE 2016-009 REPEALING TITLE 1 GENERAL PROVISIONS, CHAPTER 1.08 INITIATIVE AND REFERENDUM; AND AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.04 ELECTIONS OF THE MUNICIPAL CODE; DECLARING EMERGENCY. SECONDED BY MAYOR CLARK. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILOR ROBINSON VIA CONFERENCE CALL).

Mayor Clark addressed the next item on the agenda.

9. CITY MANAGER REPORT:

City Manager Gall stated the City is hosting two international fellows this month, through a program of the US Department of State and through his professional association with the International City County Management Association. He said the City of Albany has hosted fellows in the past and has spoken very positively of the experience both for the fellows that are learning as well as the community and staff. Mr. Gall introduced Thu Thu San from Myanmar and Yin Yee Tham from Malaysia and stated both arrived on Saturday. He said they are here for a month and will be learning how we do things in local government in comparison to their own countries. He said the fellows that are here are all from Asia and are all young professionals, ages 25-35. He said they are staying in Sherwood, in a cottage in old town that is within walking distance to City Hall. He said both fellows work in the education field and are interested in how we do education in this country.

Mayor Clark stated she is very excited the fellows are here and is glad to have them and appreciates the City Manager's support of the program. Councilor Kuiper asked what the fellows had planned for their stay and City Manager Gall explained. City Manager Gall said the program allows for the opportunity for City staff to visit one of their countries for 2-3 weeks and he will be looking into this as a few department heads have expressed interest. Mr. Gall spoke of international work of local government leaders.

Yin Yee Tham stated they are very grateful for the opportunity and offered to answer Council questions.

City Manager Gall stated that the Council was taking a break from their regular Council meeting schedule during May to attend budget committee meetings. He said the first meeting is May 12. He said the proposed budget was released last week and is available online. He said May 19 and 26 are also scheduled budget committee meetings if necessary.

Mayor Clark addressed the next item on the agenda.

10. COUNCIL ANNOUNCEMENTS

Mayor Clark invited the public to attend the budget committee meetings and said there will be opportunity for public comments. She stated that the Sherwood Archer Competition will be July 16 and 17 at Edy Ridge. She said she attended the Robin Hood Festival Maid Marian Coronation. She reminded Council and staff that comments have been received about it being difficult for the public to hear them speaking at the Council meetings are reminded them to speak up. She reported the Trash Palooza event had over 140 participants and they cleaned up Sherwood. She thanked all the participants, sponsors and staff. She stated on May 31 Trimet will be having their first ride for the new Sherwood Line 97 at 10 am. She said she sits on the SW Corridor Plan Committee and stated she is accepting comments from people that she can take back to the committee. She said comments can be sent to her City email address. She said she attended the Glimpses of Wonder Grand Reopening in its new location behind Kohl's, she said it is a gaming store with lots of activities that can be done at the store, not necessarily video gaming, but actual board games and other games. She said they have had great success and needed to move into a bigger facility.

Councilor Kuiper reported the Parks & Recreation Board meeting was held yesterday. She said the community garden will be open dawn to dusk and there will be future opportunities for eagle scouts and gold awards for girl scouts to get involved. She reported May 7 a work party will be building raised garden beds at the garden. She reported the bid opening for Woodhaven Park Phase II will be May 20 and we are hoping by mid-June that we will be moving dirt. She reported the Parks & Recreation Board has four openings and interviews will be held on May 11 and applications can be found online. She gave a shout out to the Sherwood high school for fantastic Guys & Dolls performances held over the last two weeks. She recognized Christian Doyle for his role in the musical.

Mayor Clark stated at the Maid Marian Coronation, Jessica Mulkey was crowned Maid Marian.

Councilor Kuiper stated this year the Robin Hood Festival Association was building the mini float for the Rose Parade and the float will have 2 people riding on the float, one of which will be Jessica Mulkey. Councilor Kuiper recognized Home Depot for their donation of wood for the float and Rex Hills for donating wine barrels. Mayor Clark stated we will be defending our first place title from last year and there will be ten other cities participating in this category.

Councilor Kuiper shared a story regarding the float construction, which resulted in Fox Towing in Tualatin coming out to assist in towing the mini float. She stated the float is being constructed at Baggenstos Farms and thanked them for the use of their facility.

Council President Harris reported that in April the Sherwood Library had 20,000 visitors and said it is Asian Pacific American Month and the library is celebrating with different programs and displays. She said one of the displays is a Chinese Lion Dance on May 14 and a Hawaiian Hula Dance on May 21, both events are at 1:30 pm. She reported it is Mental Health Awareness Month and on May 19 there will be a QPR (Question, Persuade and Refer) training for people to recognize a mental health situation, 5:30-7:30 pm and pre-registration is required. She said a lite dinner will be provided. She reported Friends of the Library is meeting this Thursday at 5 pm. She reported on the events at the Center for the Arts and summer classes. She reported Movies in the Park survey is online and on the City's face book page. She reported the Altered Arts Festival at Veteran's Memorial Park is on June 4, 10 am – 4 pm.

Councilor King reminded people to please vote and said there is a ballot drop off box next to the library book drop box.

Councilor Brouse stated she is a member of a group, Just Compassion and they have a meeting this Thursday, she said they focus on finding housing and providing services to those that are disenfranchised. She reported Saturday is Neighbor to Neighbor day. She reported this is the final week for the rotary tree sale. She reported the upcoming Chamber meeting will be held at Rose's and it's in preparation for the Tip a Cop event on May 14. She reported the Community Services Fair is May 21 at the Sherwood TVFR station. She reported of the upcoming Cascadia Rising, which is a four day FEMA event that Sherwood will be participating in on June 7 & 8, in conjunction with Washington County and other northwestern states. She said there will be an Emergency Operations Center set up and is an opportunity to get prepared. She reported the School Board will be meeting next week.

Mayor Clark reminded that Congresswoman Suzanne Bonamici will be here this Saturday at the Center for the Arts at 2:30 pm for a town hall.

Councilor Henderson stated the Police Advisory Board met last week and had a presentation from the Western Oregon Community Policing Institute, out of Western Oregon University. She reported they held a work session with the planning commission on potential regulations and siting for recreational marijuana. She stated they held breakout sessions and discussed the upcoming vote on marijuana. She congratulated the Sherwood high school on the Guys & Dolls performance and said it was the largest run they have ever had and they have outgrown their facility. She said they need a new facility and more space and she will be voting for the upcoming bond if it includes this. She attended the annual Oregon Law Enforcement Memorial today and said unfortunately another name was added to the wall. She said the memorial is open to the public and is held at the Oregon Police Academy and encouraged people to attend. She reported on upcoming events, Altered Arts Festival and Cruisin' Sherwood. She said Cruisin' is a partnered event with the City and Sherwood Chamber and volunteers are needed, contact the Chamber to volunteer.

Councilor Robinson reported that the planning commission had a good work session at their last meeting, in which Councilor Henderson attended. She said they discussed recreational marijuana. She reported the planning commission will not be meeting next Tuesday.

With no further announcements, Mayor Clark adjourned the meeting.

11. ADJOURN:

Meeting adjourned at 8:35 pm and convened to an Executive Session.

EXECUTIVE SESSION

1. CALL TO ORDER: Mayor Clark called the meeting to order at 8:43 pm.

2. COUNCIL PRESENT: Mayor Krisanna Clark, Council President Jennifer Harris, Councilors Linda Henderson, Dan King and Jennifer Kuiper. Councilor Sally Robinson via conference call and Councilor Brouse was not in attendance.

3. STAFF PRESENT: City Manager Joe Gall, Assistant City Manager Tom Pessemier and City Attorney Josh Soper.

4. TOPICS:

A. ORS 192.660 (2)(f), Exempt Public Records.

5. ADJOURN:

Mayor Clark adjourned the Executive Session at 9:07 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Krisanna Clark, Mayor

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2016-025, Appointing Sarah Hagen to the Parks and Recreation Board

Issue:

Shall the City Council appoint Sarah Hagen to the Parks and Recreation Board?

Background:

The Parks and Recreation Board currently has vacancies and Sarah Hagen has applied for appointment. Interviews were conducted and Council Liaison Jennifer Kuiper, the Chair of the Parks and Recreation Board, with assistance of staff, recommend Sarah Hagen for appointment.

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

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-025, appointing Sarah Hagen to the Parks and Recreation Board.



RESOLUTION 2016-025

APPOINTING SARAH HAGEN TO THE PARKS AND RECREATION BOARD

WHEREAS, the Parks and Recreation Board currently has vacancies and Sarah Hagen has applied for appointment; and

WHEREAS, Council Liaison Jennifer Kuiper, and the Chair of the Parks and Recreation Board, with assistance of staff, are recommending Sarah Hagen for appointment; and

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

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

Section 1. The Mayor is authorized to appoint Sarah Hagen to a two year term, expiring June 2018.

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

Duly passed by the City Council this 7th of June, 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2016-026, Appointing Adam Best to the Parks and Recreation Board

Issue:

Shall the City Council appoint Adam Best to the Parks and Recreation Board?

Background:

The Parks and Recreation Board currently has vacancies and Adam Best has applied for appointment. Interviews were conducted and Council Liaison Jennifer Kuiper, the Chair of the Parks and Recreation Board, with assistance of staff, recommend Adam Best for appointment.

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

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-026, appointing Adam Best to the Parks and Recreation Board.



RESOLUTION 2016-026

APPOINTING ADAM BEST TO THE PARKS AND RECREATION BOARD

WHEREAS, the Parks and Recreation Board currently has vacancies and Adam Best has applied for appointment; and

WHEREAS, Council Liaison Jennifer Kuiper, and the Chair of the Parks Board, with assistance of staff, are recommending Adam Best for appointment; and

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

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

Section 1. The Mayor is authorized to appoint Adam Best to a two year term, expiring June 2018.

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

Duly passed by the City Council this 7th of June, 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2016-027, Appointing Mike Bowcut to the Parks and Recreation Board

Issue:

Shall the City Council appoint Mike Bowcut to the Parks and Recreation Board?

Background:

The Parks and Recreation Board currently has vacancies and Mike Bowcut has applied for appointment. Interviews were conducted and Council Liaison Jennifer Kuiper, the Chair of the Parks and Recreation Board, with assistance of staff, recommend Mike Bowcut for appointment.

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

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-027, appointing Mike Bowcut to the Parks and Recreation Board.



RESOLUTION 2016-027

APPOINTING MIKE BOWCUT TO THE PARKS AND RECREATION BOARD

WHEREAS, the Parks and Recreation Board currently has vacancies and Mike Bowcut has applied for appointment; and

WHEREAS, Council Liaison Jennifer Kuiper, and the Chair of the Parks Board, with assistance of staff, are recommending Mike Bowcut for appointment; and

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

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

Section 1. The Mayor is authorized to appoint Mike Bowcut to a two year term, expiring June 2018.

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

Duly passed by the City Council this 7th of June, 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2016-028, Appointing Mike Jackson to the Parks and Recreation Board

Issue:

Shall the City Council appoint Mike Jackson to the Parks and Recreation Board?

Background:

The Parks and Recreation Board currently has vacancies and Mike Jackson has applied for appointment. Interviews were conducted and Council Liaison Jennifer Kuiper, the Chair of the Parks and Recreation Board, with assistance of staff, recommend Mike Jackson for appointment.

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

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-028, appointing Mike Jackson to the Parks and Recreation Board.



RESOLUTION 2016-028

APPOINTING MIKE JACKSON TO THE PARKS AND RECREATION BOARD

WHEREAS, the Parks and Recreation Board currently has vacancies and Mike Jackson has applied for appointment; and

WHEREAS, Council Liaison Jennifer Kuiper, and the Chair of the Parks Board, with assistance of staff, are recommending Mike Jackson for appointment; and

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

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

Section 1. The Mayor is authorized to appoint Mike Jackson to a two year term, expiring June 2018.

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

Duly passed by the City Council this 7th of June, 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2016-029, Appointing Nicole Burgess to the Cultural Arts Commission

Issue:

Shall the City Council appoint Nicole Burgess to the Cultural Arts Commission?

Background:

The Cultural Arts Commissions currently has vacancies. Council Liaison Jennifer Harris, the Chair of the Commission and staff interviewed Nicole Burgess and believe that she would be an excellent addition to the commission.

According to Chapter 2.08.010 of the Sherwood Municipal Code, members of the Cultural Arts Commission shall be appointed by the Mayor with consent of the City Council for a two year term.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-029, appointing Nicole Burgess to the Cultural Arts Commission.



RESOLUTION 2016-029

APPOINTING NICOLE BURGESS TO THE CULTURAL ARTS COMMISSION

WHEREAS, the Cultural Arts Commission currently has vacancies; and

WHEREAS, Council Liaison Jennifer Harris and the Chair of the Cultural Arts Commission, with assistance from staff, are recommending Nicole Burgess for appointment; and

WHEREAS, according to Chapter 2.08.010 of the Sherwood Municipal Code, members of the Cultural Arts Commission shall be appointed by the Mayor with consent of the City Council for a two year term.

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

Section 1. The Mayor is authorized to reappoint Nicole Burgess to a two year term, expiring June 2018.

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

Duly passed by the City Council this 7th of June, 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Adrienne Doman Calkins, Library Manager

Through: Kristen Switzer, Community Services Director, Joseph Gall, ICMA-CM, City Manager, and Josh Soper, City Attorney

SUBJECT: Resolution 2016-030, Authorizing the City Manager to Sign Intergovernmental Agreements with Washington County on Behalf of Washington County Cooperative Library Services (WCCLS)

Issue:

Shall the City Council authorize the City Manager to sign Intergovernmental Agreements (IGA) with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)?

Background:

Washington County holds three common Intergovernmental Agreements on behalf of Washington County Cooperative Library Services (WCCLS). City of Sherwood is a signatory to these Agreements. Two IGAs are presented as revisions for approval, and one is presented as an amendment.

On November 3, 2015, Washington County voters approved the WCCLS library operating levy. The replacement of the local option levy, Measure 34-235, means that funding from the approved levy will maintain and increase countywide library services for the next five years, beginning July 1, 2016 through June 30, 2021.

Resolution 2011-047 authorized the City Manager to sign an agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS) which expires on June 30, 2016.

The three common IGAs are:

1. The Public Library Services Agreement defines the responsibilities of Washington County Cooperative Library Services (WCCLS), the nine cities and three non-profit associations that provide public library service to county residents. The Agreement also outlines the central support services provided by WCCLS to member libraries, and serves as the primary vehicle for distribution of county funds to public library service providers. Beginning July 1, 2016, there will be twelve contractors: the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Aloha, Cedar Mill and Garden Home community library associations. With the passage of the 2015 WCCLS library local option levy, a new five-year Agreement is presented for approval. The WCCLS Executive Board has recommended adoption of this new Agreement for the term covering

the same five-year period as the WCCLS Local Option Levy, July 1, 2016 through June 30, 2021.

2. The WCCLS Information Network Agreement defines the responsibilities of WCCLS member libraries for use of the shared Information Network including the integrated library system software, the WCCLS.org website and its resources, databases and e-content provided by WCCLS for library staff and the public, Internet access, software, hardware and peripheral products provided to member libraries by WCCLS, and the central site hardware, software and telecommunications network operated by WCCLS. The term of this Agreement is from July 1, 2016 through June 30, 2021.
3. The Second Amendment to the Intergovernmental Agreement for Washington County Cooperative Library Services amends an IGA approved in 2006, and amended in 2007, which defines the membership and governance structure for WCCLS and the duties of the Executive Board and Policy Group. This Amendment updates some language in the original Agreement and adds Aloha Community Library as an additional member. This Amendment would go into effect on July 1, 2016.

Financial Impacts:

Annual distribution of WCCLS funds to Sherwood Public Library will be \$846,944 in FY2016-17 and are projected to increase 3% annually for the remainder of the term.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-030, authorizing the City Manager to sign intergovernmental agreements with Washington County on behalf of Washington County Cooperative Library Services (WCCLS).



RESOLUTION 2016-030

AUTHORIZING THE CITY MANAGER TO SIGN INTERGOVERNMENTAL AGREEMENTS WITH WASHINGTON COUNTY ON BEHALF OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

WHEREAS, on November 3, 2015, Washington County voters approved the Washington County Cooperative Library Services (WCCLS) library operating levy; and

WHEREAS, the replacement of the local option levy, Measure 34-235, means that funding from the approved levy will maintain and increase countywide library services for the next five years, beginning July 1, 2016 through June 30, 2021; and;

WHEREAS, Resolution 2011-047 authorized the City Manager to sign an agreement with Washington County on behalf of WCCLS, which expires on June 30, 2016; and

WHEREAS, WCCLS exists to coordinate, contract for or provide a full range of library and information services to all residents of the county; and

WHEREAS, these agreements provide funding for the Sherwood Library and the vehicle to share materials with other Washington County libraries to the benefit of Sherwood citizens; and

WHEREAS, the attached exhibits A) Public Library Services Agreement, B) WCCLS Information Network, and C) the Second Amendment to the Intergovernmental Agreement for Washington County Cooperative Library Services, renew the current agreements through June 30, 2021;

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

Section 1. The City Manager is authorized to sign Exhibit A, the Public Library Services Agreement, Exhibit B, the WCCLS Information Network Agreement, and Exhibit C, the Second Amendment to the Intergovernmental Agreement for WCCLS.

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

Duly passed by the City Council this 7th of June, 2016.

Attest:

Krisanna Clark, Mayor

Sylvia Murphy, MMC, City Recorder

Resolution 2016-030

June 7, 2016

Page 1 of 1, with Exhibit A (10 pgs), Exhibit B (12 pgs) and Exhibit C (4 pgs)

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as “County”, on behalf of Washington County Cooperative Library Services, hereinafter referred to as “WCCLS,” and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as “Contractor(s).” County and Contractors are collectively known as “the Parties.” WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, the Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Contractors’ staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

- A. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in this Section and based on figures set forth in EXHIBIT A "Funding Distributions."
- B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.
 - 1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.
 - 2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.
 - 3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;

- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or

2. Appropriated funds for Contractor are less than the amount reasonably anticipated.
- C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.
- D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

13. INSURANCE

Each contractor to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.
- B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
 1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:

3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE CONTRACTOR:

FOR WASHINGTON COUNTY:

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE_____

DATE_____

APPROVED AS TO FORM:

COUNTY COUNSEL

Exhibit A: Funding Distributions
WCCLS Public Library Pool 1 Funding For FY16-17 through FY20-21, with one-time adjustment in FY16-17

3% annual increases ->									
Library	FY15-16 Distribution	APPLY 4% increase to "catch up"	FY16-17 Distribution (with base adjustments)	FY17-18 Distribution	FY18-19 Distribution	FY19-20 Distribution	FY20-21 Distribution	\$ increase over 5 yrs	% incr over 5 yrs
Aloha			\$ 425,000	\$ 450,000	\$ 500,000	\$ 515,000	\$ 530,450		
Banks	\$ 135,596	\$ 141,020	\$ 167,705	\$ 172,737	\$ 177,919	\$ 183,256	\$ 188,754	\$ 53,158	39.2%
Beaverton	\$ 4,934,347	\$ 5,131,720	\$ 5,490,941	\$ 5,655,669	\$ 5,825,339	\$ 6,000,099	\$ 6,180,102	\$ 1,245,756	25.2%
Cedar Mill	\$ 3,645,857	\$ 3,791,691	\$ 3,981,275	\$ 4,100,714	\$ 4,223,735	\$ 4,350,447	\$ 4,480,961	\$ 835,104	22.9%
Cornelius	\$ 178,194	\$ 185,321	\$ 205,707	\$ 211,878	\$ 218,234	\$ 224,781	\$ 231,525	\$ 53,331	29.9%
Forest Grove	\$ 734,507	\$ 763,887	\$ 802,081	\$ 826,144	\$ 850,928	\$ 876,456	\$ 902,750	\$ 168,243	22.9%
Garden Home	\$ 379,103	\$ 394,267	\$ 413,980	\$ 426,400	\$ 439,192	\$ 452,368	\$ 465,939	\$ 86,836	22.9%
Hillsboro	\$ 4,582,623	\$ 4,765,928	\$ 5,004,224	\$ 5,154,351	\$ 5,308,981	\$ 5,468,251	\$ 5,632,298	\$ 1,049,675	22.9%
North Plains	\$ 104,437	\$ 108,614	\$ 168,717	\$ 173,778	\$ 178,992	\$ 184,361	\$ 189,892	\$ 85,455	81.8%
Sherwood	\$ 775,590	\$ 806,613	\$ 846,944	\$ 872,352	\$ 898,523	\$ 925,479	\$ 953,243	\$ 177,653	22.9%
Tigard	\$ 3,238,976	\$ 3,368,535	\$ 3,469,591	\$ 3,573,679	\$ 3,680,889	\$ 3,791,316	\$ 3,905,055	\$ 666,079	20.6%
Tualatin	\$ 1,410,865	\$ 1,467,300	\$ 1,540,664	\$ 1,586,884	\$ 1,634,491	\$ 1,683,526	\$ 1,734,031	\$ 323,167	22.9%
West Slope	\$ 743,265	\$ 772,996	\$ 796,186	\$ 820,071	\$ 844,673	\$ 870,013	\$ 896,114	\$ 152,849	20.6%
Totals	\$ 20,863,358	\$ 21,697,893	\$ 23,313,017	\$ 24,024,657	\$ 24,781,897	\$ 25,525,354	\$ 26,291,114	\$ 5,427,756	26.0%

Basic Library Threshold: (Included in FY16-17 distributions)

Open 45 hours per week, 1FTE position (Director)

Library	Net additional	
North Plains	\$ 50,327	(Gets NPPL 1FTE Director)
Banks	\$ 16,814	(gets BAL 3 more hrs/week)
Total	\$ 67,141	

WCCLS Information Network Agreement

This WCCLS Network Agreement, hereafter referred to as "Agreement," is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users." County and Network Users are collectively known as "the Parties."

WHEREAS the Parties originally entered into this Agreement in 1986 and the Agreement has had subsequent amendments and renewals including the last one entered into on July 11, 2011.

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement, or are private non-profit agencies operating libraries, and

WHEREAS, the Parties desire to continue to provide residents of Washington County with access to public library services and can provide such access and services, and

WHEREAS, WCCLS has purchased and installed an integrated library system and operates and maintains a secure telecommunications network to facilitate connections between Network Users' libraries and to the Internet, and desires to make this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network— The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Network Users' library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Network Users' libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access, hereinafter referred to as the "Network."

- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- E) WCCLS Policy Group – The board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – The board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016, through June 30, 2021, except as otherwise provided in Section 14 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.

- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

4. SERVICE AVAILABILITY

- A) Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades or changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.
- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service are as follows:

8:00 am – 9:00 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

Staff will be available for emergency support from 6:00pm to 9:00pm Friday only.

5. DATA RECOVERY

WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery is live data or the system is damaged or destroyed and is not for archival purposes.

6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment; house such equipment in a suitable environment; and maintain said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.

- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Provide and maintain directory services to control access to the Network.
- E) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.
- F) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- G) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- H) Purchase item inventory tags, security tags and patron cards to be used by Network Users.
- I) Provide initial training and initial and on-going training materials to Network Users for WCCLS-provided software applications as documentation is provided by vendors.
- J) Provide documentation for the integrated library system as documentation is provided by vendors.
- K) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- L) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- M) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the Network.
- N) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- O) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Network Users about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under paragraph 11, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved or the threat removed.
- P) Provide and maintain library security gates (RFID enabled).
- Q) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.
- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network. Network Users should meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new data cabling.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff. Network User shall use WCCLS directory services to access the Network.
- F) Ensure that all Hosts connected to the Network are secured and supervised by library staff during use. Network User shall not allow public users to use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS before adding workstations that will run software applications purchased by WCCLS and licensed for use at Network Users' libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers, using individually-assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.

- L) Notify WCCLS before requesting additional services, including but not limited to domain accounts, integrated library system staff or volunteer logon accounts, workstations, and staff email accounts.
- M) Notify WCCLS promptly to request that a logon or staff email account be deleted to maintain system security. For example, if a Network User terminates an employee, the Network User shall promptly request that the terminated employee be deleted.
- N) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- O) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- P) Keep records and statistics when required by WCCLS to document system performance.
- Q) Designate at least one person as the WCCLS contact concerning use of the Network.

8. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog are exempt from public disclosure pursuant to ORS 192.502(23). Network Users agree that they will not disclose patron and circulation information or patron's use of library resources and services including, but not limited to, databases, e-content and wireless access. Network Users also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. Network Users agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. Network Users may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

9. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. WCCLS uses the Cost Allocation Formula to identify each Network User's percentage share of operational costs to maintain the Network if WCCLS funding ceases.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

10. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS may admit other libraries that are not signatories to the Public Library Services Agreement to the Network if WCCLS undertakes the necessary system modification to ensure continued security and performance. Admission of new Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users are assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during and after the second year.

11. DEFAULT

- A) Each of the following shall constitute a default:
 - 1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
 - 2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications.
 - 3. Failure to maintain system security protocols or procedures as directed by WCCLS.
- B) If a Network User or WCCLS defaults on the Agreement, WCCLS or the Network User or WCCLS, respectively, shall:
 - 1. Advise the party in writing of the alleged default and any action required to cure the default;
 - 2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.
- C) If a Network User fails to cure the alleged default after WCCLS notifies the Network User of the alleged default, WCCLS may, following written notice to the Network User:
 - 1. Prohibit Network User from the use of the system;
 - 2. Take any action to cure or stop the default;
 - 3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
 - 4. Terminate this Agreement as regards the defaulting Network User.
- D) Notwithstanding subparagraph B, WCCLS may lock out a Network User from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database.

12. TERMINATION

- A) County may terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:
 - 1. The public interest would be served by such termination;
 - 2. Adequate funds are not available.

- B) Each Network User may terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User may terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement between remaining Parties shall remain in effect.
- E) Except for termination under subparagraph A, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system on termination.

13. INSURANCE

- A) County and each Network User shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network User, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Network Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.
- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications and security equipment owned by WCCLS and housed at Network User's site.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A) Equal Opportunity Network User shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement, in whole or in part, by County.

- B) Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

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18. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

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This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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21. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any Party.

22. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE NETWORK USER:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Date

APPROVED AS TO FORM:

County Counsel

WCCLS Network Agreement 2016 Exhibit A

[illegible]

WCCLS Network Agreement 2016 Exhibit A

	Polaris Licenses	percent of total	FY 14-15 circulation	percent of total	titles as of d FY 14-15	percent of total	Composite Percentage
Banks	5	1.429	72,948	0.613	29,792	2.255	1.2969
Beaverton	79	22.571	3,292,761	27.655	301,069	22.793	25.0667
Cedar Mill	54	15.429	2,474,249	20.781	197,699	14.967	15.4377
Cornelius	6	1.714	92,253	0.775	21,161	1.602	1.3754
Forest Grove	18	5.143	344,062	2.890	81,751	6.189	4.7120
Garden Home	10	2.857	181,078	1.521	16,687	1.263	1.5715
Hillsboro	68	19.429	2,758,805	23.171	234,944	17.787	21.1780
North Plains	4	1.143	60,889	0.511	14,174	1.073	0.8137
Sherwood	13	3.714	351,025	2.948	44,312	3.355	3.3461
Tigard	48	13.714	1,248,298	10.484	196,090	14.845	13.7243
Tualatin	22	6.286	655,909	5.509	104,071	7.879	6.9369
West Slope	11	3.143	334,498	2.809	55,266	4.184	3.2193
Outreach	9	2.571	24,260	0.204	8,190	0.620	0.7202
OCAC	2	0.571	6,239	0.052	11,060	0.837	0.4115
Tuality	1	0.286	9,210	0.077	4,631	0.351	0.1898
Total	350	100.00	11,906,484	100.00	1,320,897	100.00	100.00
	items as of end FY 14-15	percent of total	patrons as of end FY 14-15	percent of total	imes added d FY14-15	percent of total	
Banks	31,478	1.864	1,688	0.630	2308	0.991	
Beaverton	407,184	24.107	78,910	29.447	55,468	23.826	
Cedar Mill	256,984	15.214	29,467	10.996	35,476	15.239	
Cornelius	23,251	1.377	3,783	1.412	3,196	1.373	
Forest Grove	89,921	5.324	12,871	4.803	9,134	3.924	
Garden Home	18,224	1.079	3,819	1.425	2,988	1.284	
Hillsboro	339,236	20.084	63,747	23.789	53,100	22.809	
North Plains	14,775	0.875	1,637	0.611	1,558	0.669	
Sherwood	49,158	2.910	11,327	4.227	6,802	2.922	
Tigard	249,116	14.749	33,636	12.552	37,251	16.001	
Tualatin	121,273	7.180	20,156	7.522	16,870	7.247	
West Slope	63,730	3.773	5,931	2.213	7,434	3.193	
Outreach	8,396	0.497	431	0.161	624	0.268	
OCAC	11,561	0.684	409	0.153	398	0.171	
Tuality	4,793	0.284	157	0.059	193	0.083	
Total	1,689,080	100.00	267,969	100.00	232,800	100.00	

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 and amended July 1, 2007 between Washington County on behalf of Washington County Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the Aloha Community Library Association shall be added as a Member, effective July 1, 2016. The Aloha Community Library Association, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

Amend Section 1, B: delete definition as it is an obsolete reference term.

Amend Section 1, C: replace definition of WILInet (Washington County Inter-Library Information network) as follows:

WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

Amend Section 1, F: replace definition of WCCLS Library Directors’ Board as follows:

WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

Amend Section 1, G replace definition of Cooperative Library Advisory Board (CLAB) as follows:

WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.

Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:

4. WCCLS EXECUTIVE BOARD

A. Membership

The Executive Board shall consist of fourteen (14) voting Board Members (“Members”) representing the twelve (12) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will typically convene either prior to or immediately following the standing city/county managers’ meetings.

Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:

5. WCCLS POLICY GROUP

A. Membership

The WCCLS Policy Group (“Policy Group”) shall consist of fourteen (14) voting Policy Group members representing the twelve (12) Contracting library service providers, the West Slope Community Library, and a library that is a non-public library WCCLS Information Network User (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These fourteen Members shall be the library directors or their designees.

Replace Section 7, SEVERABILITY to read as follows:

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

Replace Section 10, COMPLIANCE WITH LAWS to read as follows:

10. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. **Equal Opportunity** Member hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.
- B) **Public Contracting Statutes** ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Member agrees to:
1. Make payment promptly, as due, to all persons supplying, to Member, labor or material for the performance of the work provided for in this contract;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Replace Section 11, LIABILITY AND INDEMNIFICATION to read as follows:

11. **INDEMNIFICATION**

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

Replace Section 12, NO BENEFITS to read as follows:

12. **INDEPENDENT CONTRACTOR**

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

Replace Section 14, INSURANCE to read as follows:

All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Members, their employees and agents. The insurance coverage shall be for a minimum of the amounts specified in ORS 30.271. For Members which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

This amendment shall become effective July 1, 2016.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

County Counsel

TO: Sherwood City Council

FROM: David Janusz, Dept. Program Coordinator

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

SUBJECT: Resolution 2016-031 Assessing Sidewalk Construction Costs on 23765 SW Redfern Drive, Sherwood, OR 97140 and Directing the City Recorder to Enter Such Assessments in the City's Lien Docket

Issue:

Should the City place property owners on the City's lien docket who declined to participate in the sidewalk assistance program and failed to compensate the City for repairs completed on their behalf.

Background:

In May 2015, City staff notified the property owner of the address listed below of the requirement to repair the sidewalks and invited her to participate in the Sidewalk Repair Assistance Program. The property identified below neglected to opt into the program, did not complete the required repair in the allotted time and has not remitted the full balance for the repair performed on her behalf within 30 days since the initial billing on December 3, 2015. (See attached record of correspondences to the property owner)

Property Address:	23765 SW Redfern Drive Sherwood, OR 97140
Property Owner:	Varunee Buerkle
Amount Owed to City:	\$439.00

Chapter 12.08.090 of the Sherwood Municipal Code (SMC) states: "The notice shall specify the amount of the cost of construction or repair, and state that if the amount is not paid within thirty (30) days after the date of service, the council shall thereafter, after hearing objections, if any, made thereto, by resolution assess the cost of such construction and repairs of such sidewalk or sidewalks upon the lots and parcels abutting such sidewalk and thereby benefited; and the Recorder shall enter such assessment in the docket of city liens and shall bear interest at the rate of nine (9) percent per annum from ten (10) days after date of entry in the lien docket.

In the manner provided in Chapter X of the City Charter for docketing liens for street improvements, and it shall become immediately due and collectible thereafter and enforced in

the manner provided by Chapter X of the City Charter, or as provided by state statute for enforcement of city liens and assessments. Such assessments shall be paid in full.

Financial Impacts:

The sum of money to be considered for placement on City's lien docket is \$439.00. This does not include the cost of attorney or staff hours.

Recommendation:

Staff respectfully requests City Council adoption of Resolution 2016-031, placing the above property on the City's lien docket until costs are recouped in association with the Sidewalk Assistance Program.



City of Sherwood
15527 SW Willamette St
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

Mayor
Krisanna Clark

May 08, 2015

Council President
Sally Robinson

Re: Sidewalk Deficiency - Correction Required
23765 SW REDFERN DR

Councilors
Linda Henderson
Dan King
Jennifer Harris
Jennifer Kuiper
Beth Cooke

Dear VARUNEE BUERKLE

You are receiving this letter because the City has identified a sidewalk deficiency adjacent to your property.

Chapter 12.08 of the City of Sherwood Municipal Code ("Code") states that all owners of property within the city limits are liable for sidewalks adjacent to their property. This includes the maintenance of adjacent sidewalks and any repairs required to make sure they are free of defects. **The Code states that you have 120 days from the date of this letter to have the repair corrected.**

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

To help offset the cost to owners for repairs of these deficiencies and in the interest of public safety and welfare, the City implemented a Concrete Sidewalk Repair Assistance Program ("Program"). This Program enables you, the homeowner, to repair the deficiency using monies collected and set aside specifically for sidewalk repairs. For complete details of the Program, please visit www.sherwoodoregon.gov.

Below is listed the specific hazards noted on the sidewalk adjacent to your property. Please look for the hazards that are marked with white paint.

Since the repairs listed below are all shaves, and they are contracted at a fixed cost per shave, you will find an enclosed agreement with the estimated costs for repair. Decide if you would like to participate in the Program and have the City schedule the work and share the cost. Then, simply initial, sign and date the agreement on page 3 and return to the Public Works Department - Mail to: 15527 SW Willamette St. Sherwood, OR 97140; FAX to 503 625-0679; email to operations@sherwoodoregon.gov. Call (503) 925.2312 if you have questions.

If we do not hear from you by Friday, May 22, 2015, we will conclude that you do not wish to participate in the program and you will be solely responsible for the correction of the deficiency and all associated costs.

We look forward to hearing from you and we hope that you will take advantage of the cost sharing opportunities available to you through this program.

Sidewalks List

Sidewalk ID
SDW0375

Condition
Condition is horizontal or vertical < 2 inches

Repair Type
Shave

Site Address: 23765 SW REDFERN DR, SHERWOOD, OR 97140

Asset #: SDW0375

Responsible Party: Name: VARUNEE BUERKLE
Address: 23765 SW REDFERN DR, SHERWOOD, OR 97140

On Friday, May 8, 2015 the City mailed a certified letter informing you of a sidewalk deficiency adjacent to your property and offered you the opportunity to participate in the City of Sherwood's Sidewalk Repair Assistance Program ("Program"). Sherwood Municipal Code 12.08 details the property owner's responsibility and defines the process for correcting any deficiencies to be within 120 days. **The date that work is to be complete is no later than Monday, September 7, 2015.** Information regarding the Program is located on the City's website at www.sherwoodoregon.gov.

You have been made aware that the sidewalks abutting your property have been inspected and correction is required. Based upon our estimate of the work to be performed, we are providing an estimated cost for repairs if performed by our contracted agencies. When you opt into the Program you will be responsible for 50% of the total cost of work.*

CONDITION	REPAIR TYPE	AREA	QUANTITY	CONTRACTOR COST
Condition is horizontal or vertical < 2 inches	Shave		3	\$132.00
Total Cost				\$132.00

***All costs displayed are estimates based upon evidence provided at the surface. There may be cases where additional costs are incurred based upon findings after demolition (i.e. tree removal determined in an arborist report). The final statement will reflect the actual costs.**

Please note that any deficiencies that are deemed to be corrected by method of shaving are a temporary fix only and further repairs may be required at a later date.

Per Sherwood Municipal Code 16.142.060.B, any street tree that has been determined by the arborist to be removed requires a Street Tree Removal permit by the Planning Department. Your signature to enter the program constitutes your signature on the street tree removal permit; therefore if the arborist determines the tree must be removed the permit will be processed and the tree removed. **You, as the property owner, will be responsible for replacing the street tree within 6 months** with a tree from the attached recommended street tree list. This program does not cover the costs for the replacement of the tree. Please note that if you want to remove a street tree on your property and the arborist has not determined that it must be removed for this project, you will need to coordinate directly with the Planning Department (this program will not pay a share of the costs or facilitate the processing of the permit).

One of the following must occur within 120 days of the notification from the City dated Friday, May 8, 2015. Please initial only one (1) of the two options.

1. Opt into the Program. The City will be responsible for coordination of the contractor(s) to ensure work is completed within the timeframe identified through the City's ordinance. You will be responsible for 50% of the total cost of the work.*
2. Replace the sidewalk deficiency(s) yourself OR hire a contractor to replace the sidewalk deficiency(s) without compensation from the program. All work must meet City of Sherwood Standards. You will be required to obtain any/all permits and the work will require inspection by City staff. Work must be complete by **Monday, September 7, 2015.**

INITIALS

INITIALS

NOTE: If you choose not to do any of the above within one hundred twenty (120) days from receiving notification, the city will correct the sidewalk deficiency(s) at 100% cost to the homeowner, up to and including notice, engineering, advertising and attorney's fees. These charges will be due in full once work has been completed. **Failure to pay may result in a lien being assessed to your property.**

When you opt into the Program, the City will coordinate all work to be performed. Once the work is complete, we will schedule a final inspection.

An invoice will be provided to you detailing all work performed and the total cost will be provided. The City will pay 50% of the total cost and the remaining balance will be owed by you.

As per the Program, you have 12 months to pay your portion of the work. Once the 12 months has been reached, any outstanding monies owed to the City will be subject to the City's lien process.

ACCEPTANCE:

CITY OF SHERWOOD



Craig Sheldon, Public Works Director

May 08, 2015

Date

HOMEOWNER

Signature of Homeowner

Printed Name:

Date

Site Address: 23765 SW REDFERN DR

Asset #: SDW0375

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>Varunee Buerkle</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <div style="text-align: center;"> VARUNEE BUERKLE 23765 SW REDFERN DR SHERWOOD, OR 97140 </div> Site: 23765 SW Redfern Dr		B. Received by (Printed Name) VARUNEE BUERKLE	C. Date of Delivery
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

Mayor
Krisanna Clark

Council President
Sally Robinson

Councilors
Linda Henderson
Dan King
Jennifer Harris
Jennifer Kuiper
Beth Cooke

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.



2009 Top Ten Selection



2007 18th Best Place to Live



VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

May 29th, 2015

Re: Sidewalk Deficiency - Correction Required
23765 SW Redfern Dr

Dear VARUNEE BUERKLE

On **Friday, May 8th, 2015** a letter from the City of Sherwood ("City") was mailed to you via certified mail informing you of sidewalk deficiencies adjacent to your property that are in need of repair. The City offered you the opportunity to take advantage of the Sidewalk Repair Assistance Program ("Program") provided that you confirm your interest in the program with a signed agreement by Friday, May 22nd, 2015.

You have received this letter either because we are waiting to receive your signed agreement or we have received no contact from the responsible party prior to the deadline. Without optioning into the program we assume you intend to repair the deficiency yourself or by your own select contractors at your own expense.

Specific information regarding which sidewalk panels require maintenance is available to you through a site visit with a City inspector. Each damaged panel should be indicated by white markings. Please call 503.925.2312 for more information.

If the repair requires potentially requires the removal of a tree a permit will be required. Contact the Planning Department at 503.925.2308 for more information.

Specific information regarding City Ordinance Chapter 12.08 Sidewalks Construction and Repair can be found on the City's website www.sherwoodoregon.gov. Navigate to the online Municipal Code through the More Resources drop-down tab.

All work must be completed no later than Monday, September 7th, 2015. A City inspector will follow up to make sure the correction has been made. If corrective work has not occurred the City may correct the hazard and assess the full cost of the repair including administrative costs to the responsible party. All unpaid balances may be charged to the property in the form of a lien.

Please direct any comments or questions to David Janusz, Department Program Coordinator by calling 503.925.2312.

Sincerely,

Craig Sheldon
Public Works Director



Home of the Multnomah River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

Mayor
Krisanna Clark

Council President
Sally Robinson

Councilors
Linda Henderson
Dan King
Jennifer Harris
Jennifer Kuiper
Renee Brouse

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.



2009 Top Ten Selection



2007 18th Best Place to Live



VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

Re: Sidewalk Deficiency – Correction Required

Site Address: 23765 SW Redfern Dr Sherwood, OR 97140

A City Inspector reviewed the condition of the sidewalk adjacent to this property today.

Chapter 12.08 of the Sherwood Municipal Code states that property owners abutting sidewalks are the responsible party for all sidewalk maintenance and repair in the City of Sherwood ("City").

As indicated in a certified letter dated May 8th, 2015 you were notified of the following deficiencies on the sidewalk adjacent to this property in need of repair:

REPAIR TYPE	REPLACEMENT AREA	SHAVE QUANTITY	TREE ISSUE
SHAVE REPLACE	5' x 7.2'	81	

The 120-day period from the initial notice in which to repair the deficiency ended Tuesday September 8th, 2015

The repair meets the City standards. No further action will be required on the property owner's or the City's behalf.

The deficiency shows an unsatisfactory repair or no attempt at a repair. The City will schedule to perform the work utilizing the contracted vendors of the Program. Upon completion of the City repair a statement of balance will be mailed to the property owner with the sum of all charges including administrative costs.

Inspector Signature

Date

9-30-15



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

Mayor
Krisanna Clark

Council President
Sally Robinson

Councilors
Linda Henderson
Dan King
Jennifer Harris
Jennifer Kuiper
Renee Brouse

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.



2009 Top Ten Selection



2007 18th Best Place to Live



September 30th, 2015

Re: Sidewalk Deficiency – Correction Required

Site Address: 23765 SW Redfern Dr Sherwood, OR 97140

On May 8th, 2015 the City of Sherwood notified you by certified mail of a hazard on the sidewalk abutting your property. You were invited at that time take advantage of the Sidewalk Repair Assistance Program and allow the City's contractors to perform the repair and the City's Repair Fund to cover 50% of the total expenses.

During the window of opportunity to join into the Program you informed us of your intentions either directly by stating that you were not interested or indirectly by disregarding all attempts to connect with you. The timeline afforded by the Municipal Code has lapsed and action to repair the sidewalk is pending.

As the owner of the property and the responsible party for the maintenance and repair of the sidewalk abutting the property you have 2 options:

1. You may select your own contractors to perform the repair. The final repair needs to meet the design standards set by the City. **Work is to be completed no later than October 15th.** An Inspector will review the hazard on October 16th.

-OR-

2. You may elect to do nothing. Once the City inspector verifies that the work has not been completed the City will schedule the repair to be complete. At this point all costs associated with the repair including labor, materials, and administrative costs including expense to defray cost of notice, engineering, advertising and attorney's fees will be billed to you. Any/all unpaid balance after 30 days will be subject to an assessment lien filed against the property.

Please contact the Program Coordinator should you have any questions. 503-925-2312

Sincerely,

Craig Sheldon
Operations Supervisor



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
22560 SW Pine St.
Sherwood, OR 97140
Tel 503-625-5522
Fax 503-625-5524
www.sherwoodoregon.gov

Mayor
Krisanna Clark

Council President
Sally Robinson

Councilors
Linda Henderson
Dan King
Jennifer Harris
Jennifer Kuiper
Renee Brouse

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

February 5th, 2016

Re: Sidewalk Repair Payment Required
23765 SW REDFERN DR, SHERWOOD, OR 97140

Dear Homeowner,

This letter is to inform you that the City is scheduling to present your address and outstanding balance to the City Council at an upcoming council meeting. The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Four hundred thirty nine dollars and zero cents (\$439.00) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

Once the Resolution is confirmed on the agenda we will notify you as to the date and time. You will be permitted to speak on your own behalf at the meeting to express your justification for your refusal to remit.

The Sidewalk Repair Assistance Program was offered to you several times, of which you neglected to participate. The lack of sufficient repairs performed by your own contractors forced the city to utilize the Program's vendors. **Municipal Code 12.08.090 – Assessment** permits the City to enter the unpaid balance into the docket of city liens.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz
Department Program Coordinator
15527 SW Willamette St
503.925.2312
januszd@sherwoodoregon.gov



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

Mayor
Krisanna Clark

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Jennifer Harris

Councilors
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Dan King
Sally Robinson
Jennifer Kuiper
Renee Brouse

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

April 12, 2016

Re: Sidewalk Repair Payment Required
23765 SW REDFERN DR, SHERWOOD, OR 97140

Dear Homeowner,

This letter is to inform you that the City is scheduled to present your address and outstanding balance to the City Council at the **Council Meeting scheduled for May 3rd, 2016 starting at 7:00 pm.** The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Four hundred thirty nine dollars and zero cents (\$439.00) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

You will be permitted to speak on your own behalf at the meeting to express your justification for your refusal to remit. We have included a copy of your signed agreement.

The Sidewalk Repair Assistance Program, in which you agreed to participate with signed documentation, allows the homeowner 12 months interest free to remit the total balance of the repair. **Municipal Code 12.08.090 – Assessment** permits the City to enter the unpaid balance into the docket of city liens.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz
Department Program Coordinator
15527 SW Willamette St
503.925.2312
januszd@sherwoodoregon.gov



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

Mayor
Krisanna Clark

Council President
Jennifer Harris

Councilors
Linda Henderson
Dan King
Sally Robinson
Jennifer Kuiper
Renee Brouse

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

VARUNEE BUERKLE
23765 SW REDFERN DR
SHERWOOD, OR 97140

April 29, 2016

Re: Sidewalk Repair Payment Required
23765 SW REDFERN DR, SHERWOOD, OR 97140

Your Hearing Has Been Rescheduled

Dear Homeowner,

Due to unforeseen circumstances the City has elected to postpone the hearing for the placing of a lien on your property for failure to remit the entire balance charged for a sidewalk repair at your address. The new date for the hearing will be the first City Council meeting in **June on the 7th at 7:00 pm.**

The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Four hundred thirty nine dollars and zero cents (\$439.00) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

Prior correspondence contained language regarding payment options which were included in error. Only residents who signed into the Program received the payment plan option. Without opting into the Program you were granted a 30-day billing period. That original due date was January 8th, 2016.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz
Department Program Coordinator
15527 SW Willamette St
503.925.2312
januszd@sherwoodoregon.gov



RESOLUTION 2016-031

ASSESSING SIDEWALK CONSTRUCTION COSTS ON 23765 SW REDFERN DRIVE, SHERWOOD, OR 97140 AND DIRECTING THE CITY RECORDER TO ENTER SUCH ASSESSMENT IN THE CITY'S LIEN DOCKET

WHEREAS, pursuant to Chapter 12.08 of the Sherwood Municipal Code, the City undertook improvements to various sections of sidewalks within the City; and

WHEREAS, the City notified various property owners of their obligation to complete the improvements themselves or the option of partnering with the City to share in the cost of the improvements; and

WHEREAS, the owner of the property noted above did not opt into the program, did not complete the required repair(s) in the allotted time and did not remit full payment for the repair(s) performed on their behalf.

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

Section 1. An assessment in the amount of four hundred thirty nine dollars and zero cents (\$439.00) is imposed upon the following property: 23765 SW Redfern Drive Sherwood, OR 97140. The current owner of 23765 SW Redfern Drive is Varunee Buerkle.

Section 2. The City Council directs the City Recorder to enter the assessment in the docket of City liens. Interest shall accrue as provided in SMC 12.08.090. The City Council may authorize the enforcement of the liens to collect the amounts assessed in accordance with ORS 223.505 et seq. or other relevant provisions of law.

Section 3. The property owner(s) may discharge the assessment imposed above in accordance with SMC 12.08.090, ORS Chapter 223 or other relevant provisions of law.

Section 4. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 7th day of June 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: David Janusz, Dept. Program Coordinator

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

SUBJECT: Resolution 2016-032 Assessing Sidewalk Construction Costs on 23900 SW Redfern Drive, Sherwood, OR 97140 and Directing the City Recorder to Enter Such Assessments in the City's Lien Docket

Issue:

Should the City place property owners on the City's lien docket who declined to participate in the sidewalk assistance program and failed to compensate the City for repairs completed on their behalf.

Background:

In May 2015, City staff notified the property owner of the addresses listed below of the requirement to repair the sidewalks and invited him to participate in the Sidewalk Repair Assistance Program. The property identified below neglected to opt into the program, did not complete the required repair in the allotted time and has not remitted the full balance for the repair performed on their behalf within 30 days since the initial billing on December 3, 2015. See attached record of correspondences to the property owner.

Property Address:	23900 SW Redfern Drive, Sherwood, OR 97140
Property Owner:	Kurt D Storey
Amount Owed to City:	\$62.31

Chapter 12.08.090 of the Sherwood Municipal Code (SMC) states: "The notice shall specify the amount of the cost of construction or repair, and state that if the amount is not paid within thirty (30) days after the date of service, the council shall thereafter, after hearing objections, if any, made thereto, by resolution assess the cost of such construction and repairs of such sidewalk or sidewalks upon the lots and parcels abutting such sidewalk and thereby benefited; and the Recorder shall enter such assessment in the docket of city liens and shall bear interest at the rate of nine (9) percent per annum from ten (10) days after date of entry in the lien docket.

In the manner provided in Chapter X of the City Charter for docketing liens for street improvements, and it shall become immediately due and collectible thereafter and enforced in

the manner provided by Chapter X of the City Charter, or as provided by state statute for enforcement of city liens and assessments. Such assessments shall be paid in full.

Financial Impacts:

The sum of money to be considered for placement on City's lien docket is \$62.31. This does not include the cost of attorney or staff hours.

Recommendation:

Staff respectfully requests City Council adoption of Resolution 2016-032, placing the above property on the City's lien docket until costs are recouped in association with the Sidewalk Assistance Program.

City of Sherwood
15527 SW Willamette St
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

KURT STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140-6295

Mayor
Krisanna Clark

May 08, 2015

Council President
Sally Robinson

Re: Sidewalk Deficiency - Correction Required
23900 SW REDFERN DR

Councilors
Linda Henderson
Dan King
Jennifer Harris
Jennifer Kuiper
Beth Cooke

Dear KURT STOREY

You are receiving this letter because the City has identified a sidewalk deficiency adjacent to your property.

Chapter 12.08 of the City of Sherwood Municipal Code ("Code") states that all owners of property within the city limits are liable for sidewalks adjacent to their property. This includes the maintenance of adjacent sidewalks and any repairs required to make sure they are free of defects. **The Code states that you have 120 days from the date of this letter to have the repair corrected.**

To help offset the cost to owners for repairs of these deficiencies and in the interest of public safety and welfare, the City implemented a Concrete Sidewalk Repair Assistance Program ("Program"). This Program enables you, the homeowner, to repair the deficiency using monies collected and set aside specifically for sidewalk repairs. For complete details of the Program, please visit www.sherwoodoregon.gov.

Below is listed the specific hazards noted on the sidewalk adjacent to your property. Please look for the hazards that are marked with white paint.

Since the repairs listed below are all shaves, and they are contracted at a fixed cost per shave, you will find an enclosed agreement with the estimated costs for repair. Decide if you would like to participate in the Program and have the City schedule the work and share the cost. Then, simply initial, sign and date the agreement on page 3 and return to the Public Works Department - Mail to: 15527 SW Willamette St. Sherwood, OR 97140; FAX to 503 625-0679; email to operations@sherwoodoregon.gov. Call (503) 925.2312 if you have questions.

If we do not hear from you by Friday, May 22, 2015, we will conclude that you do not wish to participate in the program and you will be solely responsible for the correction of the deficiency and all associated costs.

We look forward to hearing from you and we hope that you will take advantage of the cost sharing opportunities available to you through this program.



Sidewalks List

Sidewalk ID	Condition	Repair Type
SDW0364	Condition is horizontal or vertical < 2 inches	Shave

City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.



2009 Top Ten Selection



2007 18th Best Place to Live



Site Address: 23900 SW REDFERN DR, SHERWOOD, OR 97140

Asset #: SDW0364

Responsible Party: Name: KURT STOREY

Address: 23900 SW REDFERN DR, SHERWOOD, OR 97140-6295

On Friday, May 8, 2015 the City mailed a certified letter informing you of a sidewalk deficiency adjacent to your property and offered you the opportunity to participate in the City of Sherwood's Sidewalk Repair Assistance Program ("Program"). Sherwood Municipal Code 12.08 details the property owner's responsibility and defines the process for correcting any deficiencies to be within 120 days. **The date that work is to be complete is no later than Monday, September 7, 2015.** Information regarding the Program is located on the City's website at www.sherwoodoregon.gov.

You have been made aware that the sidewalks abutting your property have been inspected and correction is required. Based upon our estimate of the work to be performed, we are providing an estimated cost for repairs if performed by our contracted agencies. When you opt into the Program you will be responsible for 50% of the total cost of work.*

CONDITION	REPAIR TYPE	AREA	QUANTITY	CONTRACTOR COST
Condition is horizontal or vertical < 2 inches	Shave		2	\$88.00
Total Cost				\$88.00

***All costs displayed are estimates based upon evidence provided at the surface. There may be cases where additional costs are incurred based upon findings after demolition (i.e. tree removal determined in an arborist report). The final statement will reflect the actual costs.**

Please note that any deficiencies that are deemed to be corrected by method of shaving are a temporary fix only and further repairs may be required at a later date.

Per Sherwood Municipal Code 16.142.060.B, any street tree that has been determined by the arborist to be removed requires a Street Tree Removal permit by the Planning Department. Your signature to enter the program constitutes your signature on the street tree removal permit; therefore if the arborist determines the tree must be removed the permit will be processed and the tree removed. **You, as the property owner, will be responsible for replacing the street tree within 6 months** with a tree from the attached recommended street tree list. This program does not cover the costs for the replacement of the tree. Please note that if you want to remove a street tree on your property and the arborist has not determined that it must be removed for this project, you will need to coordinate directly with the Planning Department (this program will not pay a share of the costs or facilitate the processing of the permit).

One of the following must occur within 120 days of the notification from the City dated Friday, May 8, 2015. Please initial only one (1) of the two options.

1. Opt into the Program. The City will be responsible for coordination of the contractor(s) to ensure work is completed within the timeframe identified through the City's ordinance. You will be responsible for 50% of the total cost of the work.*
2. Replace the sidewalk deficiency(s) yourself OR hire a contractor to replace the sidewalk deficiency(s) without compensation from the program. All work must meet City of Sherwood Standards. You will be required to obtain any/all permits and the work will require inspection by City staff. Work must be complete by **Monday, September 7, 2015.**

INITIALS

INITIALS

NOTE: If you choose not to do any of the above within one hundred twenty (120) days from receiving notification, the city will correct the sidewalk deficiency(s) at 100% cost to the homeowner, up to and including notice, engineering, advertising and attorney's fees. These charges will be due in full once work has been completed. **Failure to pay may result in a lien being assessed to your property.**

When you opt into the Program, the City will coordinate all work to be performed. Once the work is complete, we will schedule a final inspection.

An invoice will be provided to you detailing all work performed and the total cost will be provided. The City will pay 50% of the total cost and the remaining balance will be owed by you.

As per the Program, you have 12 months to pay your portion of the work. Once the 12 months has been reached, any outstanding monies owed to the City will be subject to the City's lien process.

ACCEPTANCE:

CITY OF SHERWOOD



Craig Sheldon, Public Works Director

May 08, 2015

Date

HOMEOWNER


Signature of Homeowner

Printed Name:

Date

Site Address: 23900 SW REDFERN DR

Asset #: SDW0364

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p style="text-align: center;">KURT STOREY 23900 SW REDFERN DR SHERWOOD, OR 97140-6295</p> <p>Site: 23900 SW Redfern Dr</p>		<p>B. Received by (Printed Name) KURT STOREY</p> <p>C. Date of Delivery 05/11/15</p>	
		<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7012 1010 0003 0493 5815</p>	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
Sherwood, OR 97140
Tel 503-625-5722
Fax 503-625-0679
www.sherwoodoregon.gov

Mayor
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Council President
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Councilors
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Jennifer Kuiper
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City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.



2009 Top Ten Selection



2007 18th Best Place to Live



KURT STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140-6295

May 29th, 2015

Re: Sidewalk Deficiency - Correction Required
23900 SW Redfern Dr

Dear KURT STOREY

On **Friday, May 8th, 2015** a letter from the City of Sherwood ("City") was mailed to you via certified mail informing you of sidewalk deficiencies adjacent to your property that are in need of repair. The City offered you the opportunity to take advantage of the Sidewalk Repair Assistance Program ("Program") provided that you confirm your interest in the program with a signed agreement by Friday, May 22nd, 2015.

You have received this letter either because we are waiting to receive your signed agreement or we have received no contact from the responsible party prior to the deadline. Without optioning into the program we assume you intend to repair the deficiency yourself or by your own select contractors at your own expense.

Specific information regarding which sidewalk panels require maintenance is available to you through a site visit with a City inspector. Each damaged panel should be indicated by white markings. Please call 503.925.2312 for more information.

If the repair requires potentially requires the removal of a tree a permit will be required. Contact the Planning Department at 503.925.2308 for more information.

Specific information regarding City Ordinance Chapter 12.08 Sidewalks Construction and Repair can be found on the City's website www.sherwoodoregon.gov. Navigate to the online Municipal Code through the More Resources drop-down tab.

All work must be completed no later than Monday, September 7th, 2015. A City inspector will follow up to make sure the correction has been made. If corrective work has not occurred the City may correct the hazard and assess the full cost of the repair including administrative costs to the responsible party. All unpaid balances may be charged to the property in the form of a lien.

Please direct any comments or questions to David Janusz, Department Program Coordinator by calling 503.925.2312.

Sincerely,

Craig Sheldon
Public Works Director



City of Sherwood
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2009 Top Ten Selection



2007 18th Best Place to Live



KURT STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140-6295

Re: Sidewalk Deficiency – Correction Required

Site Address: 23900 SW Redfern Dr Sherwood, OR 97140

A City Inspector reviewed the condition of the sidewalk adjacent to this property today.

Chapter 12.08 of the Sherwood Municipal Code states that property owners abutting sidewalks are the responsible party for all sidewalk maintenance and repair in the City of Sherwood ("City").

As indicated in a certified letter dated May 8th, 2015 you were notified of the following deficiencies on the sidewalk adjacent to this property in need of repair:

REPAIR TYPE	REPLACEMENT AREA	SHAVE QUANTITY	TREE ISSUE
SHAVE		2	

The 120-day period from the initial notice in which to repair the deficiency ended Tuesday September 8th, 2015

The repair meets the City standards. No further action will be required on the property owner's or the City's behalf.

The deficiency shows an unsatisfactory repair or no attempt at a repair. The City will schedule to perform the work utilizing the contracted vendors of the Program. Upon completion of the City repair a statement of balance will be mailed to the property owner with the sum of all charges including administrative costs.

Inspector Signature

Date

[Handwritten Signature]

9.30.15

Customer washed markings of sidewalk



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
15527 SW Willamette St.
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Tel 503-625-5722
Fax 503-625-0679
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KURT STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140-6295

Mayor
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City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.



2009 Top Ten Selection



2007 18th Best Place to Live



September 30th, 2015

Re: Sidewalk Deficiency – Correction Required

Site Address: 23900 SW Redfern Dr Sherwood, OR 97140

On May 8th, 2015 the City of Sherwood notified you by certified mail of a hazard on the sidewalk abutting your property. You were invited at that time take advantage of the Sidewalk Repair Assistance Program and allow the City's contractors to perform the repair and the City's Repair Fund to cover 50% of the total expenses.

During the window of opportunity to join into the Program you informed us of your intentions either directly by stating that you were not interested or indirectly by disregarding all attempts to connect with you. The timeline afforded by the Municipal Code has lapsed and action to repair the sidewalk is pending.

As the owner of the property and the responsible party for the maintenance and repair of the sidewalk abutting the property you have 2 options:

1. You may select your own contractors to perform the repair. The final repair needs to meet the design standards set by the City. **Work is to be completed no later than October 15th.** An Inspector will review the hazard on October 16th.

-OR-

2. You may elect to do nothing. Once the City inspector verifies that the work has not been completed the City will schedule the repair to be complete. At this point all costs associated with the repair including labor, materials, and administrative costs including expense to defray cost of notice, engineering, advertising and attorney's fees will be billed to you. Any/all unpaid balance after 30 days will be subject to an assessment lien filed against the property.

Please contact the Program Coordinator should you have any questions. 503-925-2312

Sincerely,

Craig Sheldon
Operations Supervisor



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
22560 SW Pine St.
Sherwood, OR 97140
Tel 503-625-5522
Fax 503-625-5524
www.sherwoodoregon.gov

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Council President
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City Manager
Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

KURT D STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140

February 5th, 2016

Re: Sidewalk Repair Payment Required
23900 SW REDFERN DR, SHERWOOD, OR 97140

Dear Homeowner,

This letter is to inform you that the City is scheduling to present your address and outstanding balance to the City Council at an upcoming council meeting. The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Seventy seven dollars and sixteen cents (\$77.16) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

Once the Resolution is confirmed on the agenda we will notify you as to the date and time. You will be permitted to speak on your own behalf at the meeting to express your justification for your refusal to remit.

The Sidewalk Repair Assistance Program was offered to you several times, of which you neglected to participate. The lack of sufficient repairs performed by your own contractors forced the city to utilize the Program's vendors. **Municipal Code 12.08.090 – Assessment** permits the City to enter the unpaid balance into the docket of city liens.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz
Department Program Coordinator
15527 SW Willamette St
503.925.2312
januszd@sherwoodoregon.gov



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
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Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

KURT D STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140

April 12, 2016

Re: Sidewalk Repair Payment Required
23900 SW REDFERN DR, SHERWOOD, OR 97140

Dear Homeowner,

This letter is to inform you that the City is scheduled to present your address and outstanding balance to the City Council at the **Council Meeting scheduled for May 3rd, 2016 starting at 7:00 pm.** The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Sixty six dollars and Zero cents (\$66.00) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

You will be permitted to speak on your own behalf at the meeting to express your justification for your refusal to remit. We have included a copy of your signed agreement.

The Sidewalk Repair Assistance Program, in which you agreed to participate with signed documentation, allows the homeowner 12 months interest free to remit the total balance of the repair. **Municipal Code 12.08.090 – Assessment** permits the City to enter the unpaid balance into the docket of city liens.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz
Department Program Coordinator
15527 SW Willamette St
503.925.2312
januszd@sherwoodoregon.gov



Home of the Tualatin River National Wildlife Refuge

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Joseph Gall, ICMA-CM

Assistant City Manager
Tom Pessemier, P.E.

KURT D STOREY
23900 SW REDFERN DR
SHERWOOD, OR 97140

April 29, 2016

Re: Sidewalk Repair Payment Required
23900 SW REDFERN DR, SHERWOOD, OR 97140

Your Hearing Has Been Rescheduled

Dear Homeowner,

Due to unforeseen circumstances the City has elected to postpone the hearing for the placing of a lien on your property for failure to remit the entire balance charged for a sidewalk repair at your address. The new date for the hearing will be the first City Council meeting in **June on the 7th at 7:00 pm.**

The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Sixty two dollars and thirty one cents (\$62.31) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

Prior correspondence contained language regarding payment options which were included in error. Only residents who signed into the Program received the payment plan option. Without opting into the Program you were granted a 30-day billing period. That original due date was January 8th, 2016.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz
Department Program Coordinator
15527 SW Willamette St
503.925.2312
januszd@sherwoodoregon.gov



RESOLUTION 2016-032

ASSESSING SIDEWALK CONSTRUCTION COSTS ON 23900 SW REDFERN DRIVE, SHERWOOD, OR 97140 AND DIRECTING THE CITY RECORDER TO ENTER SUCH ASSESSMENT IN THE CITY'S LIEN DOCKET

WHEREAS, pursuant to Chapter 12.08 of the Sherwood Municipal Code, the City undertook improvements to various sections of sidewalks within the City; and

WHEREAS, the City notified various property owners of their obligation to complete the improvements themselves or the option of partnering with the City to share in the cost of the improvements; and

WHEREAS, the owner of the property noted above did not opt into the program, did not complete the required repair(s) in the allotted time and did not remit full payment for the repair(s) performed on their behalf.

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

Section 1. An assessment in the amount of sixty two dollars and thirty one cents (\$62.31) is imposed upon the following property: 23900 SW Redfern Drive, Sherwood, OR 97140. The current owner of 23900 SW Redfern Drive is Kurt D Storey.

Section 2. The City Council directs the City Recorder to enter the assessment in the docket of City liens. Interest shall accrue as provided in SMC 12.08.090. The City Council may authorize the enforcement of the liens to collect the amounts assessed in accordance with ORS 223.505 et seq. or other relevant provisions of law.

Section 3. The property owner(s) may discharge the assessment imposed above in accordance with SMC 12.08.090, ORS Chapter 223 or other relevant provisions of law.

Section 4. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 7th day of June 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Josh Soper, City Attorney

Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: **Ordinance 2016-007, amending Title 9 of the Municipal Code relating to Public Peace, Morals and Welfare, Chapter 9.52 Prohibiting of Noise**

Issue:

Shall the City Council approve amendments to the City's ordinance related to prohibiting of noise?

Background:

On February 2, 2016, Council amended the City's noise ordinance to address a number of immediate concerns, with the understanding that a second set of proposed amendments would be brought back before Council at a subsequent meeting. Staff thereafter conducted a comprehensive review of the noise ordinance, including specific violations, exemptions, and variance provisions, and met with Council in a work session on April 19, 2016, culminating in the attached proposed amendments, which were previously considered by Council during a public hearing on May 3, 2016.

In addition to general language cleanup, key changes include:

- "Day hours" were previously generally defined as between 7:00 am and 10:00 pm on weekdays and between 8:00 am and 7:00 pm on weekends. Based on feedback at the Council work session, the new proposal is 7:00 am to 9:00 pm on weekdays and 8:00 am to 9:00 pm on weekends.
- A number of specific violations and exemptions from the League of Oregon Cities Model Noise Ordinance were added.
- An exemption for certain holiday-related noises was added based on provisions commonly found in neighboring jurisdictions.
- The variance provisions were revamped entirely, eliminating the different categories of variances and streamlining the process. All initial variance decisions will now be made by the City Manager based on specified criteria, with an opportunity for appeal to City Council.

The ordinance classifies first violations as Class C, which is a \$250 fine, and subsequent violations as Class B, which is a \$500 fine. These provisions have not changed from the existing ordinance.

A "track changes" document showing the changes compared to the existing ordinance in redline is also included for your reference.

This is the second reading of this ordinance. If it is approved by City Council at the conclusion of this hearing, this ordinance will take effect thirty days thereafter.

Financial Impacts:

No direct financial impacts are anticipated. Potential indirect impacts include the cost of prosecuting violations of the ordinance.

Recommendation:

Staff respectfully recommends Council discuss and consider adoption of Ordinance 2016-007, amending Title 9 of the Municipal Code relating to Public Peace, Morals and Welfare, Chapter 9.52 Prohibiting of Noise.

EXHIBIT 1

9.52 Prohibiting of Noise

9.52.010 Purpose

This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Sherwood through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

9.52.020 Scope

This Ordinance applies to the control of all sound originating within the jurisdictional limits of the City.

9.52.030 Definitions

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

"Auxiliary equipment" means a mechanical device that is built in or attached to a motor vehicle or trailer, including, but not limited to, refrigeration units, compressors, compactors, chippers, power lifts, mixers, pumps, and blowers.

"City" means the City of Sherwood.

"City Manager" means the City Manager of City or the City Manager's designee.

"Commercial" means any use of an office, service establishment, hotel, motel, retail store, park, amusement or recreation facility, or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Day- hours" are between 7:00 a.m. and ~~409~~00 p.m. Monday through Friday and 8:00 a.m. ~~to~~ and 79:00 p.m. Saturday and Sunday.

"Domestic power equipment" means power tools or equipment used for home or building repair, maintenance, alteration or other home manual arts projects, including but not limited to powered hand tools, lawn mowers, and garden equipment.

~~A-g~~"Dynamic braking device" is means a device one used primarily on trucks and busses to convert a motor from an internal combustion engine to an air compressor for the purpose of vehicle braking without using the wheel brakes.

"Emergency" means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

"Emergency Work" means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

"Industrial" means any use of a warehouse, factory, mine, wholesale trade establishment, or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Motor vehicle" means any land vehicle, which is designed to be self-propelled.

"Night" hours are all hours other than day hours as defined in this ordinance. between 10:00 p.m. and 7:00 a.m. Monday through Friday and 7:00 p.m. and 8:00 a.m. Saturday and Sunday

"Noise sensitive area" includes, but is not limited to, real property normally used ~~means any use of~~ a church, temple, synagogue, day care center, hospital, rest home, retirement home, group care home, school, library, dwelling unit (single family dwelling, duplex, triplex, multifamily dwelling, or mobile home), or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Person" means any individual, firm, association, partnership, joint venture, or corporation.

"Plainly audible" means any sound that can be detected by a reasonable person of ordinary sensitivities using his or her unaided hearing faculties.

"Police Chief" means the Police Chief of City or the Police Chief's designee.

"Public right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.

"Public space" means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

"Residential area" means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City's zoning ordinance.

9.52.040 General Prohibition

1. No person shall make, continue, or cause to be made or continued:
 - a. any unreasonably loud or raucous noise; or
 - b. any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City; or
 - c. any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
2. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
 - a. the proximity of the sound to sleeping facilities, whether residential or commercial;
 - b. the land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
 - c. the time of day or night the sound occurs;
 - d. the duration of the sound; and

- e. whether the sound is recurrent, intermittent, or constant.

9.52.050 Noises Prohibited

The following acts are declared to be per se violations of this Ordinance. This enumeration does not constitute an exclusive list:

1. Dynamic braking devices (Jake Brakes). Using any dynamic braking device on any motor vehicle, except ~~to avoid imminent danger to persons or property in the case of an emergency. A dynamic braking device is one used primarily on trucks and busses to convert a motor from an internal combustion engine to an air compressor for the purpose of vehicle braking without using the wheel brakes.~~
2. Idling engines on motor vehicles. Operating for more than fifteen (15) consecutive minutes any idling engine in such a manner as to be plainly audible within any dwelling unit ~~between the hours of 10:00 p.m. and 7:00 a.m.~~ during night hours.
3. Motor vehicle repair and testing. Repairing or testing any motor vehicle in such a manner as to be plainly audible within any dwelling unit ~~between the hours of 10:00 p.m. and 7:00 a.m.~~ during night hours.
4. Lawn mowing equipment. Operating lawn-mowing equipment (to include powered landscaping tools/equipment) with a combustion engine ~~between 10:00 p.m. and 7:00 a.m.~~ during night hours.
5. Sound producing, amplifying, or reproducing equipment. Causing or permitting sound produced by a musical instrument, radio, television, phonograph, loudspeaker, bullhorn, or other similar equipment to be plainly audible within any dwelling unit other than the source, or plainly audible at a distance of fifty (50) feet from the source in a commercial area, industrial area, or public space.
6. Domestic power equipment. During night hours, operating domestic power equipment in such a manner as to be plainly audible within any dwelling unit other than the source.
7. Off-highway vehicles. Operating any ~~self-propelling~~ motor vehicle, designed for or capable of travel on or over natural terrain, including but not limited to motorcycles, mini-bikes, motor scooters, and dune buggies, ~~and jeeps,~~ off a public right-of-way in such a manner that the sound level is plainly audible within any dwelling unit outside the boundary of the noise-producing property ~~during day or night hours.~~
8. Auxiliary equipment on motor vehicles. Causing, allowing, permitting, or failing to control the operation of any auxiliary equipment on a motor vehicle or trailer for more than thirty (30) minutes when the sound level produced by such equipment is plainly audible within any dwelling unit outside the boundary of the noise-producing property during night hours. Auxiliary equipment means a mechanical device that is built in or attached to a motor vehicle or trailer, including, but not limited to, refrigeration units, compressors, compactors, chippers, power lifts, mixers, pumps, and blowers.
9. Vehicle horns, signaling devices, and similar devices. The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other

vehicle on any right-of-way or in any public space of the City, for more than ten (10) consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.

10. Animals and birds. Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls, or otherwise cares for the animal or bird.

11. Noise sensitive areas. The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of a noise sensitive institution or facility; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.

12. Construction or repair of buildings. The construction, demolition, alteration, or repair of any building during night hours. In cases of emergency, construction or repair noises are exempt from this provision.

13. Emergency signaling devices. The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in an emergency or except as provided in subsections (a) and (b), below.

a. Testing of an emergency signaling device shall occur during day hours. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five (5) minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.

a.b. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, in instances other than as provided in subsection (a) above, shall terminate within fifteen (15) minutes of activation, unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this Ordinance.

9.52.060 Exemptions

Sounds caused by the following are exempt from the prohibitions set out in Sections 9.52.040-9.52.050; ~~and these exemptions~~ are in addition to the exemptions specifically set forth in Section 9.52.050:

~~1. Sounds made by work necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from imminent exposure to danger.~~

~~2. Sounds made by warning devices to protect persons or property from imminent exposure to danger, provided however that intrusion or fire alarms shall not sound continuously for more than fifteen (15) minutes. Sounds made by the Tualatin Valley fire and rescue district sirens during use and testing.~~

3-1. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work,

including but not limited to Ssounds made by an emergency vehicle, as defined in ORS 801.260, when responding to or from an emergency, ~~or~~ when in pursuit of an actual or suspected violator of the law, and when performing required testing of emergency equipment.

4.2. _____ Sounds made by activities by or ~~on at the~~ direction of the City, the State, or the federal government in maintenance, construction, demolition, or repair of public improvements in public rights-of-way or easements, provided that such activities shall not take place during night hours except when public welfare and convenience renders it impractical to perform the work during day hours.

5.3. _____ Sounds produced pursuant to a specific variance granted by the Oregon environmental quality commission, or under Section 9.52.080 of this chapter.

6.4. _____ Sounds produced by the audience, participants, and sound amplifying equipment at ~~athletic~~ events on public property or private school property and which are sponsored, ~~or sanctioned,~~ or otherwise approved by the City, ~~or the Sherwood School District,~~ or the private school which owns the property where the event occurs.

5. _____ Sounds made by motor vehicle exhaust systems that comply with the provisions of ORS 815.250, but this exemption does not apply to violation of Section 9.52.050(2) of this chapter.

7.6. _____ Sounds made by legal fireworks on the third of July, Fourth of July, and the Friday and Saturday during the weekend closest to the Fourth of July of each year, between the hours of 7 a.m. and 11 p.m., and sounds made between midnight and 12:30 a.m. on January 1st of each year.

~~8. Commercial construction. The day period does not apply to any sounds produced in commercial construction activity.~~

9.52.070 Enforcement responsibility and authority

1. The following individuals shall enforce this chapter: The City Manager or Police Chief will have primary responsibility for the enforcement of the noise regulations contained in this chapter. Nothing in this chapter shall prevent the City Manager or Police Chief from obtaining voluntary compliance by way of warning, notice, or education.
2. Enforcement of this chapter may include seizure of the sound producing equipment.

9.52.080 Variances

~~Generally.~~ Any person who owns, controls, or operates any sound source which does not comply with a provision of this chapter may apply for a variance.

~~a. A Class A variance for an event that does not exceed seventy-two (72) hours in duration; or~~

~~b. A Class B variance for an event or activity or series of related events, or activities that are seventy-two (72) hours or more in duration.~~

- ~~2. The City Manager may file application for a Class C variance for a community event or activity of any duration that does not comply with a provision of this chapter.~~

9.52.090 Variance application

An applicant for a variance shall submit an application in writing to the City Manager that contains the following:

- a. A reference to the provision(s) from which the variance is sought;
- b. The reason(s) ~~or reasons why~~ the variance is necessary;
- c. The type and physical characteristics of the involved sound;
- d. The times when the involved sound will be emitted and the anticipated duration of the sound;
- e. Where the sound will not be generated by a mobile source which moves beyond the boundaries of one block, a site plan sketch which shows the area of sound generation and designatinges whether the uses in the area within four hundred (400) feet of the source of the involved sound are commercial, industrial, or noise sensitive as defined in Section 9.52.030, or a combination thereof;
- f. Any other supporting information related to the variance criteria in Section 9.52.110 or which the City Manager or council may reasonably require to allow evaluation under said criteria consideration of the conditions set forth in Section 9.52.110.
- ~~f.g.~~ An application fee in an amount established by resolution of the City Council.

~~The applicant for a Class A variance shall submit the application to the City Manager. The applicant for a Class B or Class C variance shall submit the application to the city recorder, who shall place the matter on the agenda for the forthcoming council meeting.~~

9.52.100 Public notification for ~~Class B or C~~ variance

1. Within five (5) business days of the submission of an application for a variance, the City Manager may, if the City Manager determines that the requested variance may have a substantial impact on the surrounding areas, require public notification of the request for a variance. If such notification is required, the decision timeline in Section 9.52.110 will not commence until ten (10) business days after the completion of said public notice and provision to the City Manager of the information specified in Subsection 3 of this Section.
2. If such public notice is required by the City Manager, the applicant shall:~~The applicant for a Class B variance or the City for a Class C variance shall:~~
 - a. ~~p~~Post notice along the nearest public road at the boundaries of the property containing the sound source so that the notice is visible from the public road;
 - b. ~~Provide, and publish a copy of the notice in a newspaper of general circulation in the City to the City for publication on the City's website; and~~
 - c. ~~Deliver written notice to the owner or occupant of each property that is located within three-hundred (300) feet of the property line of the property containing the sound source. Notice shall be posted on the property at least seven days before the public hearing, and notice shall be published at least four days before the public hearing.~~

3. Notice under this Section shall ~~state~~include: ~~the date the council will consider the application;~~
 - ~~h. The nature and substance~~ of the variance being requested, including the provision(s) of this Ordinance from which the variance is being requested;
 - ~~i. The location, date(s), and time(s) for which~~ of the variance to be considered is being requested;
 - ~~j. The name of the event to which the variance relates, if applicable;~~
 - ~~k. The name and contact information of the applicant;~~
 - ~~l. The name and contact information for the City Manager.~~
 - ~~m. A statement that all interested persons may file written comments on the application with the City Manager and stating a deadline for such comments which is ten (10) business days after the date of the notice.~~
 - ~~g. and that recipients of the notification may file written comments on the application with the city recorder before the council meeting at which the application will be considered.~~
4. Upon completion of provision of the above notice, the applicant shall so notify the City Manager in writing and provide a list of addresses to which notices were delivered, the name of the newspaper in which notice was published, and the date(s) on which the notice was published.

9.52.110 Variance review

1. The City Manager ~~or council~~ may grant a variance, after considering the written application for variance and any written comments submitted ~~by persons specified in~~ pursuant to Section 9.52.100, when it appears that ~~the following conditions exist:~~
 - ~~a. There are unnecessary or unreasonable hardships or practical difficulties which can be most effectively relieved by granting the variance;~~
 - ~~b. The public health and safety provisions of the City code, exclusive of this Ordinance, will not be violated if a variance is granted; and;~~
 - ~~c. That granting the variance will not be unreasonably detrimental to the public welfare.~~

~~a. —, and;~~

~~That granting the application will not be unreasonably detrimental to the public welfare.~~

- ~~2. In making said decision, the City Manager must consider such factors as the potential impacts on businesses and noise sensitive properties within four-hundred (400) feet, the time of day, the day of the week, the proposed type and amount of amplification, and any secondary noise consequences.~~

9.52.120 Variance decision

1. The City Manager shall grant or deny a ~~Class A~~ variance within ~~three ten (10)~~ business days of receipt of a complete variance application, ~~excluding Saturdays, Sundays, and holidays.~~

~~2. The council shall grant or deny a Class B or Class C variance within thirty (30) days of receipt of the application, and may, on its own motion, hold a public hearing on the application before deciding to grant or deny the variance.~~

~~3.2.~~ The City Manager ~~or council~~ may impose such limitations, conditions, and safeguards as deemed appropriate, so that the spirit of this ~~C~~chapter will be observed, and the public safety and welfare secured. A violation of any such condition or limitation shall constitute a violation of this ~~C~~chapter.

~~4.3.~~ A decision to grant or deny the variance shall be in writing and shall state the reasons for such decision. The ~~council or~~ City Manager shall notify the applicant of the decision and shall make it available to any person who has submitted written comments on the application.

9.52.130 Review Appeal

~~The decision of the council to grant or deny a variance is final. The City Manager shall file his or her written decision with the city recorder, who shall place the matter on the agenda for the forthcoming council meeting. The decision of the City Manager is final on the date of that council meeting, unless the council, on its own motion, decides to reverse or modify the decision of the City Manager or to schedule a public hearing on the application. If a public hearing is held, the council shall grant or deny the variance within thirty (30) days after the hearing, and may impose conditions on the granting of the variances as set forth in Section 9.52.120.~~

- ~~1. The applicant may appeal a variance decision to the City Council by submitting a written request for appeal within ten (10) business days from the date of the City Manager's decision.~~
- ~~2. To file an appeal, the applicant must submit the following information to the City Recorder:~~
 - ~~a. The name of the applicant for the variance;~~
 - ~~b. The claimed reasons the City Manager's decision was in error; and~~
 - ~~c. The appeal fee, as established by resolution of the City Council.~~
- ~~3. Upon receipt of the completed appeal request, the City Recorder shall place the matter on the agenda for a hearing at the next regular City Council meeting which is at least five (5) business days from the date the request is received, and provide written notice of the date of the hearing to the applicant and any individuals who submitted written comments on the application under Section 9.52.100.~~
- ~~4. At the hearing, the City Council shall hear from the applicant, the City Manager, and any other person deemed appropriate by the City Council. Upon conclusion of the hearing, the City Council must decide whether to grant or deny a variance based on the variance criteria in Section 9.52.110. The City Council may impose such limitations, conditions, and safeguards as deemed appropriate, so that the spirit of this Chapter will be observed, and the public safety and welfare secured. A violation of such condition of limitation shall constitute a violation of this Chapter. The City Council's decision shall be final.~~

9.52.140 Penalties

1. Violation of any provision of this chapter constitutes a Class C violation for the first offense. Subsequent violations of this chapter constitute a Class B violation.
2. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.



ORDINANCE 2016-007

AMENDING TITLE 9 OF THE MUNICIPAL CODE RELATING TO PUBLIC PEACE, MORALS AND WELFARE, CHAPTER 9.52 PROHIBITING OF NOISE

WHEREAS, loud and raucous noise degrades the environment of the City to a degree that is harmful to the health, welfare, and safety of its inhabitants and visitors; interferes with the comfortable enjoyment of life and property; interferes with the well-being, tranquility, and privacy of the home; and both causes and aggravates health problems; and

WHEREAS, both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the City's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication; and

WHEREAS, the use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the City; and

WHEREAS, certain short-term easing of noise restrictions is essential to allow the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial vitality of the City; and

WHEREAS, the obligation to draft regulations that affect speech in a content-neutral fashion is of paramount importance to protect the freedom of expression guaranteed by Article I, section 8, of the Oregon Constitution and the First Amendment of the United States Constitution; and this ordinance enacts narrowly drawn, content-neutral regulations that are to be interpreted as such so as not to infringe upon constitutionally protected rights; and

WHEREAS, the City previously amended its noise ordinance in February of 2016 to address a number of more immediate concerns, and subsequently conducted a comprehensive review of its noise ordinance, including specific violations, exemptions, and variance provisions, culminating in the attached proposed amendments; and

WHEREAS, the City Council conducted the first public hearing on this ordinance on May 3, 2016 and conducted the second public hearing on June 7, 2016; and

WHEREAS, this ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Sherwood through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort,

repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

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

Section 1. Findings.

After full and due consideration of the information presented, the Council finds that the text of the Sherwood Municipal Code relating to the prohibiting of noise in chapter 9.52 in the Public Peace, Morals and Welfare title shall be amended.

Section 2. Approval.

The proposed amendments for the Municipal Code identified in the attached Exhibit 1, are hereby **APPROVED** and replace the existing chapter 9.52 in its entirety.

Section 3. Manager Authorized

The City Manager is hereby directed and authorized to adopt rules and to take such other actions as may be necessary to implement this ordinance, including necessary updates to the Municipal Code.

Section 4. Effective Date

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

Duly passed by the City Council this 7th day of June, 2016.

Krisanna Clark, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Brouse	_____	_____
Robinson	_____	_____
Kuiper	_____	_____
King	_____	_____
Henderson	_____	_____
Harris	_____	_____
Clark	_____	_____

EXHIBIT 1

9.52 Prohibiting of Noise

9.52.010 Purpose

This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Sherwood through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

9.52.020 Scope

This Ordinance applies to the control of all sound originating within the jurisdictional limits of the City.

9.52.030 Definitions

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

"Auxiliary equipment" means a mechanical device that is built in or attached to a motor vehicle or trailer, including, but not limited to, refrigeration units, compressors, compactors, chippers, power lifts, mixers, pumps, and blowers.

"City" means the City of Sherwood.

"City Manager" means the City Manager of City or the City Manager's designee.

"Commercial" means any use of an office, service establishment, hotel, motel, retail store, park, amusement or recreation facility, or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Day hours" are between 7:00 a.m. and 9:00 p.m. Monday through Friday and 8:00 a.m. and 9:00 p.m. Saturday and Sunday.

"Domestic power equipment" means power tools or equipment used for home or building repair, maintenance, alteration or other home manual arts projects, including but not limited to powered hand tools, lawn mowers, and garden equipment.

"Dynamic braking device" means a device used primarily on trucks and busses to convert a motor from an internal combustion engine to an air compressor for the purpose of vehicle braking without using the wheel brakes.

"Emergency" means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

"Emergency Work" means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

"Industrial" means any use of a warehouse, factory, mine, wholesale trade establishment, or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Motor vehicle" means any land vehicle, which is designed to be self-propelled.

"Night hours" are all hours other than day hours as defined in this ordinance.

"Noise sensitive area" includes, but is not limited to, real property normally used as a church, temple, synagogue, day care center, hospital, rest home, retirement home, group care home, school, library, dwelling unit (single family dwelling, duplex, triplex, multifamily dwelling, or mobile home), or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Person" means any individual, firm, association, partnership, joint venture, or corporation.

"Plainly audible" means any sound that can be detected by a reasonable person of ordinary sensitivities using his or her unaided hearing faculties.

"Police Chief" means the Police Chief of City or the Police Chief's designee.

"Public right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.

"Public space" means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

"Residential area" means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City's zoning ordinance.

9.52.040 General Prohibition

1. No person shall make, continue, or cause to be made or continued:
 - a. any unreasonably loud or raucous noise; or
 - b. any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City; or
 - c. any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
2. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
 - a. the proximity of the sound to sleeping facilities, whether residential or commercial;
 - b. the land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
 - c. the time of day or night the sound occurs;
 - d. the duration of the sound; and
 - e. whether the sound is recurrent, intermittent, or constant.

9.52.050 Noises Prohibited

The following acts are declared to be per se violations of this Ordinance. This enumeration does not constitute an exclusive list:

1. Dynamic braking devices (Jake Brakes). Using any dynamic braking device on any motor vehicle, except in the case of an emergency.
2. Idling engines on motor vehicles. Operating for more than fifteen (15) consecutive minutes any idling engine in such a manner as to be plainly audible within any dwelling unit during night hours.
3. Motor vehicle repair and testing. Repairing or testing any motor vehicle in such a manner as to be plainly audible within any dwelling unit during night hours.
4. Lawn mowing equipment. Operating lawn-mowing equipment (to include powered landscaping tools/equipment) with a combustion engine during night hours.
5. Sound producing, amplifying, or reproducing equipment. Causing or permitting sound produced by a musical instrument, radio, television, phonograph, loudspeaker, bullhorn, or other similar equipment to be plainly audible within any dwelling unit other than the source, or plainly audible at a distance of fifty (50) feet from the source in a commercial area, industrial area, or public space.
6. Domestic power equipment. During night hours, operating domestic power equipment in such a manner as to be plainly audible within any dwelling unit other than the source.
7. Off-highway vehicles. Operating any motor vehicle, designed for or capable of travel on or over natural terrain, including but not limited to motorcycles, mini-bikes, motor scooters, and dune buggies, off a public right-of-way in such a manner that the sound level is plainly audible within any dwelling unit outside the boundary of the noise-producing property.
8. Auxiliary equipment on motor vehicles. Causing, allowing, permitting, or failing to control the operation of any auxiliary equipment on a motor vehicle or trailer for more than thirty (30) minutes when the sound level produced by such equipment is plainly audible within any dwelling unit outside the boundary of the noise-producing property during night hours.
9. Vehicle horns, signaling devices, and similar devices. The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of the City, for more than ten (10) consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.
10. Animals and birds. Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls, or otherwise cares for the animal or bird.

11. Noise sensitive areas. The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of a noise sensitive institution or facility; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.
12. Construction or repair of buildings. The construction, demolition, alteration, or repair of any building during night hours. In cases of emergency, construction or repair noises are exempt from this provision.
13. Emergency signaling devices. The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in an emergency or except as provided in subsections (a) and (b), below.
 - a. Testing of an emergency signaling device shall occur during day hours. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five (5) minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.
 - b. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, in instances other than as provided in subsection (a) above, shall terminate within fifteen (15) minutes of activation, unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this Ordinance.

9.52.060 Exemptions

Sounds caused by the following are exempt from the prohibitions set out in Sections 9.52.040-9.52.050; these exemptions are in addition to the exemptions specifically set forth in Section 9.52.050:

1. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work, including but not limited to sounds made by an emergency vehicle, as defined in ORS 801.260, when responding to or from an emergency, when in pursuit of an actual or suspected violator of the law, and when performing required testing of emergency equipment.
2. Sounds made by activities by or at the direction of the City, the State, or the federal government in maintenance, construction, demolition, or repair of public improvements in public rights-of-way or easements, provided that such activities shall not take place during night hours except when public welfare and convenience renders it impractical to perform the work during day hours.
3. Sounds produced pursuant to a specific variance granted by the Oregon environmental quality commission, or under [Section 9.52.080](#) of this chapter.
4. Sounds produced by the audience, participants, and sound amplifying equipment at events on public property or private school property which are sponsored, sanctioned, or otherwise approved by the City, the Sherwood School District, or the private school which owns the property where the event occurs.

5. Sounds made by motor vehicle exhaust systems that comply with the provisions of ORS 815.250, but this exemption does not apply to violation of [Section 9.52.050\(2\)](#) of this chapter.
6. Sounds made by legal fireworks on the third of July, Fourth of July, and the Friday and Saturday during the weekend closest to the Fourth of July of each year, between the hours of 7 a.m. and 11 p.m., and sounds made between midnight and 12:30 a.m. on January 1st of each year.

9.52.070 Enforcement responsibility and authority

1. The following individuals shall enforce this chapter: The City Manager or Police Chief will have primary responsibility for the enforcement of the noise regulations contained in this chapter. Nothing in this chapter shall prevent the City Manager or Police Chief from obtaining voluntary compliance by way of warning, notice, or education.
2. Enforcement of this chapter may include seizure of the sound producing equipment.

9.52.080 Variances

Any person who owns, controls, or operates any sound source which does not comply with a provision of this chapter may apply for a variance.

9.52.090 Variance application

An applicant for a variance shall submit an application in writing to the City Manager that contains the following:

- a. A reference to the provision(s) from which the variance is sought;
- b. The reason(s) the variance is necessary;
- c. The type and physical characteristics of the involved sound;
- d. The times when the involved sound will be emitted and the anticipated duration of the sound;
- e. Where the sound will not be generated by a mobile source which moves beyond the boundaries of one block, a site plan sketch which shows the area of sound generation and designating whether the uses in the area within four hundred (400) feet of the source of the involved sound are commercial, industrial, or noise sensitive as defined in [Section 9.52.030](#), or a combination thereof;
- f. Any other supporting information related to the variance criteria in Section 9.52.110 or which the City Manager may reasonably require to allow evaluation under said criteria.
- g. An application fee in an amount established by resolution of the City Council.

9.52.100 Public notification for variance

1. Within five (5) business days of the submission of an application for a variance, the City Manager may, if the City Manager determines that the requested variance may have a substantial impact on the surrounding areas, require public notification of the request for a variance. If such notification is required, the decision timeline in Section 9.52.110 will not commence until ten (10) business days after the completion of said public notice and provision to the City Manager of the information specified in Subsection 3 of this Section.
2. If such public notice is required by the City Manager, the applicant shall:
 - a. Post notice along the nearest public road at the boundaries of the property containing the sound source so that the notice is visible from the public road;
 - b. Provide a copy of the notice to the City for publication on the City's website; and
 - c. Deliver written notice to the owner or occupant of each property that is located within three-hundred (300) feet of the property line of the property containing the sound source.
3. Notice under this Section shall include:
 - h. The nature and substance of the variance being requested, including the provision(s) of this Ordinance from which the variance is being requested;
 - i. The location, date(s), and time(s) for which the variance is being requested;
 - j. The name of the event to which the variance relates, if applicable;
 - k. The name and contact information of the applicant;
 - l. The name and contact information for the City Manager.
 - m. A statement that all interested persons may file written comments on the application with the City Manager and stating a deadline for such comments which is ten (10) business days after the date of the notice.
4. Upon completion of provision of the above notice, the applicant shall so notify the City Manager in writing and provide a list of addresses to which notices were delivered, the name of the newspaper in which notice was published, and the date(s) on which the notice was published.

9.52.110 Variance review

1. The City Manager may grant a variance, after considering the written application for variance and any written comments submitted pursuant to [Section 9.52.100](#), when it appears that:
 - a. There are unnecessary or unreasonable hardships or practical difficulties which can be most effectively relieved by granting the variance;
 - b. The public health and safety provisions of the City code, exclusive of this Ordinance, will not be violated if a variance is granted; and;
 - c. That granting the variance will not be unreasonably detrimental to the public welfare.
2. In making said decision, the City Manager must consider such factors as the potential impacts on businesses and noise sensitive properties within four-hundred (400) feet, the time of day, the day of the week, the proposed type and amount of amplification, and any secondary noise consequences.

9.52.120 Variance decision

1. The City Manager shall grant or deny a variance within ten (10) business days of receipt of a complete variance application.
2. The City Manager may impose such limitations, conditions, and safeguards as deemed appropriate, so that the spirit of this Chapter will be observed, and the public safety and welfare secured. A violation of any such condition or limitation shall constitute a violation of this Chapter.
3. A decision to grant or deny the variance shall be in writing and shall state the reasons for such decision. The City Manager shall notify the applicant of the decision and shall make it available to any person who has submitted written comments on the application.

9.52.130 Appeal

1. The applicant may appeal a variance decision to the City Council by submitting a written request for appeal within ten (10) business days from the date of the City Manager's decision.
2. To file an appeal, the applicant must submit the following information to the City Recorder:
 - a. The name of the applicant for the variance;
 - b. The claimed reasons the City Manager's decision was in error; and
 - c. The appeal fee, as established by resolution of the City Council.
3. Upon receipt of the completed appeal request, the City Recorder shall place the matter on the agenda for a hearing at the next regular City Council meeting which is at least five (5) business days from the date the request is received, and provide written notice of the date of the hearing to the applicant and any individuals who submitted written comments on the application under Section 9.52.100.
4. At the hearing, the City Council shall hear from the applicant, the City Manager, and any other person deemed appropriate by the City Council. Upon conclusion of the hearing, the City Council must decide whether to grant or deny a variance based on the variance criteria in Section 9.52.110. The City Council may impose such limitations, conditions, and safeguards as deemed appropriate, so that the spirit of this Chapter will be observed, and the public safety and welfare secured. A violation of such condition or limitation shall constitute a violation of this Chapter. The City Council's decision shall be final.

9.52.140 Penalties

1. Violation of any provision of this chapter constitutes a Class C violation for the first offense. Subsequent violations of this chapter constitute a Class B violation.
2. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

TO: Sherwood City Council

FROM: Brad Kilby, Planning Manager

Through: Joseph Gall, ICMA-CM, and Josh Soper, City Attorney

SUBJECT: Ordinance 2016-010, Amending Section 16.162.040 to allow public and private parking lots on a residentially zoned lot within the old town overlay

Issue:

Should Council adopt Ordinance 2016-010 and amend the City of Sherwood Zoning and Community Development Code (SZCDC) to allow public and private (non-accessory) parking on residentially zoned lots in the Old Town Overlay?

Background:

The applicant, the Sherwood Urban Renewal Agency (URA) determined that there was a need for additional public parking in Old Town based on a plan to sell the Robin Hood Theater lot located at the intersection of SW Pine Street and SW 1st Avenue across from the American Legion. It was decided that there would be a need to provide parking to help replace the parking that would be lost as a result of selling the lot for development.

The Planning Commission held a public hearing on April 12, 2016. As a result of the public testimony given at that time, and a subsequent split vote by the Commission, the URA staff amended the language to further limit the number of properties that would be subject to this amendment. The Planning Commission held a second meeting on May 24, 2016 to consider the amended language and generally supported the proposal.

The Planning Commission recommendation, with analysis and findings is attached to this report. The Planning Commission recommended code language is attached to the recommendation as Exhibit A in track change version. The clean version would be adopted by Council.

Financial Impacts:

The applicant paid an application fee which is intended to cover the costs associated with processing this amendment. It is not anticipated that adoption or denial of the amendments will have cost impacts to the city.

Recommendation:

Staff respectfully requests that the Council hold a public hearing, consider public testimony, the Planning Commission recommendation, and adopt Ordinance 2016-010 at a first reading on June 7, 2016 with an anticipated second reading on July 19, 2016.

Attachments:

Planning Commission Recommendation to the City Council (dated 05/27/2016).

City of Sherwood
Planning Commission Recommendation to the City Council:
File No: PA 16-02 Code Update

May 27, 2016

To: SHERWOOD CITY COUNCIL

From: PLANNING DEPARTMENT

On May 24, 2016, the Planning Commission considered an amendment to the City of Sherwood Zoning and Community Development Code to amend the Old Town overlay to allow non-accessory public and private parking on residential lots, proposed by the Sherwood Urban Renewal Agency. After considering the applicant's materials, public testimony, and the findings in the staff report, the Planning Commission voted to recommend approval of the request to the Sherwood City Council. Their decision is based on the facts and findings in this recommendation.



Signed:

Brad Kilby, AICP, Planning Manager

Proposal: As a result of the last Planning Commission split vote, and after listening to public testimony regarding the proposal, the City Urban Renewal Agency is proposing to revise their original amendment and adding language to the Sherwood Zoning and Community Development Code to allow non-accessory parking lots within residential zones in the Old Town Overlay as a conditional use provided they are adjacent to a collector or arterial AND the lot was vacant as of May 1, 2016. This applies to only one lot in the entire Old Town area. That lot is addressed as 15919 SW 1st Street. There was a question of whether or not it would apply to a second lot, 15804 SW 1st Street, but that lot was not vacant as of May 1, 2016. That is the second of two lots that the Sherwood School District purchased for constructing a Bowman house, and that lot has a recently constructed outbuilding on it for storage of construction tools and materials. The site is not considered vacant. All other residentially zoned lots in Old Town, located on a collector or arterial street are developed. The collector and arterial streets in Old Town Sherwood include Pine, Washington, Main Street, and portions of 1st and 3rd streets, and are illustrated in the following table.



Legend

Principal Arterial	Proposed Arterial	Old Town Sherwood Overlay
Arterial	Proposed Collector	Park
Collector	Proposed Neighborhood	Parcel
Neighborhood	Proposed Local	Urban Growth Boundary
Local		City Limit
		Railroad

I. BACKGROUND

- A. Applicant: This is a City initiated text amendment from the Urban Renewal Agency.
- B. Location: The proposed amendment is to the text of the Comprehensive Plan and applies to any residentially zoned property within the Old Town Overlay that is adjacent to a collector or arterial street and was vacant as of May 1, 2016.
- C. Review Type: Proposed text amendments are legislative and require a Type V review, which involves public hearings before the Planning Commission and City Council. Any appeal of the City Council's decision relating to this matter will be considered by the Oregon Land Use Board of Appeals.
- D. Public Notice and Hearing: Notice of the May 24, 2016 Planning Commission hearing on the proposed amendment was published in *The Times* on March 17, 2016, March 31, 2016, May 12, 2016, and again on May 19, 2016. Notice was also re-posted in five public locations around town on April 28, 2016, on the City of Sherwood web site, and sent to all property owners within the Old Town Overlay.

Oregon Department of Land Conservation and Development (DLCD) notice was submitted on March 8, 2016. In conversations with the DLCD District Representative, it was determined that a second notice of the revised language was not required.

- E. Review Criteria:
The required findings for the Plan Amendment are identified in Section 16.80.030 of the SZCDC.
- F. Background:
The Urban Renewal Agency purchased two lots within Old Town located at 15931 and 15919 SW 1st Street with the intention of building extra public parking that would be available in the event that the two lots located at 16020 SW 1st Street were to be sold and redeveloped. The two lots at 16020 SW 1st Street are currently unimproved, used for parking, and are across from City Hall. Lot 15919 SW 1st Avenue is zoned Medium Density Residential Low (MDRL) which currently does not allow non-accessory parking. It was determined that there may be other instances in the future where non-accessory parking may be needed in Old Town, and since there are a variety of mixed uses allowed throughout the Old Town Overlay, that it may be a good idea to allow them conditionally along collector and arterial designated streets where businesses are most likely to locate. Under the revised language, the proposal would only apply to one property given that all other residentially zoned properties within Old Town that are located along collector or arterial classified streets were not vacant as of May 1, 2016.

II. AFFECTED AGENCY, PUBLIC NOTICE, AND PUBLIC COMMENTS

Agencies:

DLCD notice was submitted on March 8, 2016. Notice was sent to affected agencies on March 25, 2016 and again on April 29, 2016.

Staff did not receive any agency comments except a phone call from Metro to ask about the proposal and to say that they would not be providing comments.

The City has not received any additional agency comments to date.

Public:

Public Notice of the revised amendment was sent out to everyone in Old Town, and posted in five public locations around town on April 28, 2016.

On March 23-28, 2016, staff received comments from Mike Versteegh of 22335 SW Washington Street. In his letter, Mr. Versteegh indicates that he is adamantly opposed to the proposal, and states that, "It makes absolutely no sense to purchase and demolish homes (many historic) that make up the character and charm of Old Town Sherwood to build parking lots..." Mr. Versteegh's comments are attached to this report as Exhibit B.

On April 30, 2016, Mr. Versteegh sent an e-mail (Exhibit C) reiterating his concern for the original proposal before it went to the City Council for their May 3, 2016 hearing (Application did not go to Council as it was amended before the May 3rd meeting). Mr. Versteegh was contacted by the URA staff, and the amended language was explained to him. Mr. Versteegh has not provided any additional comments to the amended proposal.

III. REQUIRED FINDINGS FOR A PLAN TEXT AMENDMENT

The applicable Plan Text Amendment review criteria are 16.80.030.A and C

16.80.030.A - Text Amendment Review

An amendment to the text of the Comprehensive Plan shall be based upon the need for such an amendment as identified by the Council or the Commission. Such an amendment shall be consistent with the intent of the Comprehensive Plan, and with all other provisions of the Plan and Code, and with any applicable State or City statutes and regulations.

The proposal seeks to amend chapters of the Zoning and Community Development Code, Volume III of the Comprehensive Plan. While this specific proposal does not include changes to the goals and policies of the Comprehensive Plan, it would amend language of the Zoning and Community Development Code. There are no specific standards other than ensuring that the language is consistent with the existing Comprehensive Plan and any applicable State or City Statutes and regulations.

The 2006 Economic Development Strategy recognizes Old Town as an overlay district generally applied to commercially zoned property, and residential properties with the potential for commercial conversion. Referred to as the EOA, the document was incorporated into the Comprehensive Plan by reference. Within the EOA, there is language to suggest that problems and opportunities within Old Town would require the enhancement of public parking. There are no specific goals or policies relative to the lack or provision of public parking within the plan, but the City URA board which is also the City Council has indicated that there is a need for additional parking to replace the parking that would be lost in the event that the two lots located at the southwest corner of the intersection of SW 1st street and SW Pine were redeveloped. They authorized the purchase of the two properties for this purpose, and have authorized their staff liaison to proceed with this request.

Finally, the City does field complaints about the lack of public parking in Old Town, and has made an application to the Transportation and Growth Management Program to undergo a more thorough and comprehensive study of parking in Old Town. If approved, the work and study could occur within the next year or so. Without a comprehensive study of the parking downtown, the need is perceived at this point.

There do not appear to be any Comprehensive Plan requirements that would conflict with the proposed code language.

Applicable Regional (Metro) Standards

There are no known Metro standards that would conflict with the proposed amendment. Metro policies related to parking are only intended to ensure that minimum and maximum parking ratios called for by Cities within the Metro Urban Growth Boundary do not conflict with the Urban Growth Management Functional Plan limits.

Consistency with Statewide Planning Goals

Because the comprehensive plan policies and strategies are not changing and the comprehensive plan has been acknowledged by the State, there are no known conflicts with this text change. Staff is not aware of any other state or local regulations that the proposed amendment would conflict with. The language has been drafted in a manner that strives to provide clarity within the Code to staff, property owners, and developers.

Formal notice was also published in the newspaper two weeks prior to the new hearing, has been posted around town in five conspicuous places, is provided on the City's website, and staff took the added measure of notifying all property owners within the Old Town Overlay of the proposed and revised amendments. The proposed amendments are consistent with Goal 1 (Citizen Participation) and Goal 2 (land use planning).

FINDING: As discussed in the above analysis, there is a need for the proposed amendment to allow the parking lot that would result from this amendment on SW 1st Street, and a perceived need by the business owners and public who patronize and live in Old Town. The proposed amendment is not in conflict with any applicable City, regional or State regulations.

16.80.030.3 – Transportation Planning Rule Consistency

A. Review of plan and text amendment applications for effect on transportation facilities. Proposals shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-12-0060 (the TPR). Review is required when a development application includes a proposed amendment to the Comprehensive Plan or changes to land use regulations.

FINDING: The proposed amendment does not affect the functional classification of any street. It should be noted that future applications for parking lots are subject to Conditional Use review and are limited to streets that are collectors and arterials within Old Town.

IV. RECOMMENDATION

Based on the above findings of fact, and the conclusion of law based on the applicable criteria, staff recommends approval of PA 16-02.

V. EXHIBITS

- A. PA 16-02 **REVISED** Code Amendments
- B. Letter from Mike and Cheryl Versteegh dated March 28, 2016
- C. E-mail to City Council from Mike and Cheryl Versteegh dated April 30, 2016

EXHIBIT A

16.162.040 - Conditional Uses

The following uses are permitted as conditional uses, provided such uses meet the applicable environmental performance standards contained in Division VIII, and are approved in accordance with Chapter 16.82:

- A. Uses permitted as conditional uses in the RC zone, Section 16.28.020, HDR zone, Section 16.20.020, and the MDRL zone, Section 16.16.020, provided that uses permitted as conditional uses on any given property are limited to those permitted in the underlying zoning district, unless otherwise specified by Section 16.162.030 and this Section.

(Ord. 2002-1128 § 3; 94-990; 92-946; 87-859)

- B. Townhouses (shared wall single-family attached) subject to Chapter 16.44. In addition, any garages shall use alley access. RC zone setback standards may be used in lieu of other applicable standards.

(Ord. 2006-009 § 2)

- C. Public and commercial (non-accessory) parking within residential zoning districts when both of the following apply:
 - 1. On May 1, 2016, no buildings existed on the property where the parking is to be located; and
 - 2. The property has street frontage on an arterial and/or collector street as identified within the Sherwood Transportation System Plan.

Mike & Cheryl Versteegh
22335 SW Washington St.
Sherwood, Oregon 97140

March 28th, 2016

Planning Department – City Hall
22560 SW Pine Street
Sherwood, OR 97140

COMMENT RE: Public or Commercial Parking within the Old Town Overlay

Dear Planning Member(s)

Let it be known and stated for public record that we are adamantly **opposed** to the proposal for a text amendment to conditionally allow public or commercial parking (non-accessory, stand-alone) provided the lot is within the Old Town Overlay District, and the property is located on a collector or arterial street.

It makes absolutely no sense to purchase and demolish homes (many historic) that make-up the character and charm of Old Town Sherwood in order to build parking lots. Displacing residents, who are active tax payers, from their community is not the answer.

Tearing down homes that are the fabric of our community only to replace them with scabs of asphalt patches peppered throughout the heart of our city is poor planning. I suggest you consider utilizing areas within the city that are not currently occupied. I propose that you open (and pave) the large gravel lot located at the corner of 3rd and Pine Street which is currently not in use and could accommodate numerous vehicles.

If you are really "hell bent" on using tax payer money to pave over something.....I suggest you start with the streets in old town as they are in grave dis-repair.

From: Mike Versteegh [<mailto:siletzfish@webtv.net>]

Sent: Saturday, April 30, 2016 2:10 PM

To: Krisanna Clark; Krisanna Clark (Contact); Jennifer Harris; Linda Henderson; Dan King; Sally Robinson; Jennifer Kuiper; Renee Brouse

Subject: OPPOSITION TO CASE FILE NO. PA 16-02

Dear Mayor & Council Members

As long time residents of Old Town Sherwood my wife and I are very concerned about allowing a text amendment to conditionally allow public or commercial parking (non-accessory, stand-alone) provided the lot is within the Old Town Overlay District and the property is located on a collector or arterial street. This is referenced as Case File No: PA 16-02. I see that many of you are members of the Sherwood Historical Society and I hope that demolishing residential homes in Old Town (many historic) to build parking lots "rings loudly" in a bad way with you.

Unfortunately, my wife and I can not attend the May 3rd City Council, but we wanted to pass along our full opposition in the attached document. We hope you take the time to read it well before the May 3rd City Council meeting.

Thank you

If you have any questions for me please feel free to contact me at 503-625-7242

Sincerely,

Mike Versteegh
22335 SW Washington St.
Sherwood, OR



ORDINANCE 2016-010

AMENDING SECTION 16.162.040 TO ALLOW PUBLIC AND PRIVATE PARKING LOTS ON A RESIDENTIALLY ZONED LOT WITHIN THE OLD TOWN OVERLAY

WHEREAS, the City received an application on behalf of the Urban Renewal Agency for a text amendment to the Sherwood Zoning and Development Code amending the provisions of Chapter § 16.162.040; and

WHEREAS, the applicant proposed to conditionally permit public and private (non-accessory) parking on residentially zoned lots within the Old Town Overlay as long as they were located on a Collector or Arterial designated street, and vacant as of May 1, 2016 ; and

WHEREAS, after testimony from the public, staff and the applicant, the Sherwood Planning Commission recommended to the City Council that the proposed amendment to Section 16.162.040 be approved; and

WHEREAS, the proposed amendment was reviewed for compliance and consistency with the Comprehensive Plan, regional and state regulations and found to be fully compliant; and

WHEREAS, the proposed amendments were subject to full and proper notice and review and public hearings before the Planning Commission on April 12, 2016 and May 24, 2016; and

WHEREAS, the analysis and findings to support the Planning Commission recommendation are identified in the City Council Staff Report; and

WHEREAS, the City Council held a public hearing on June 7, 2016, and determined that the proposed changes to the Development Code met the applicable Comprehensive Plan criteria and continued to be consistent with regional and state standards at a first reading on June 7 with an anticipated second reading on July 19, 2016.

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

Section 1. Findings After full and due consideration of the application, the Planning Commission recommendation, the record, findings, and evidence presented at the public hearing, the City Council adopts the findings of fact contained in the Planning Commission recommendation finding that the text of the SZCDC shall be amended as documented in attached Exhibit 1.

Section 2. Approval The proposed amendment for Plan Text Amendment (PA) 16-02 identified in Exhibit 1 is hereby **APPROVED**.

Section 3. Manager Authorized The Planning Department is hereby directed to take such action as may be necessary to document this amendment, including notice of adoption to DLCD and necessary updates to Chapter 16 of the Municipal Code in accordance with City ordinances and regulations.

Section 4. Applicability The amendments to the City of Sherwood Zoning and Community Development Code by Sections 1 to 3 of this Ordinance apply to all land use applications submitted after the effective date of this Ordinance.

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

Duly passed by the City Council this 19th day of July 2016.

Krisanna Clark, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Brouse	_____	_____
Robinson	_____	_____
Kuiper	_____	_____
King	_____	_____
Henderson	_____	_____
Harris	_____	_____
Clark	_____	_____

EXHIBIT 1

16.162.040 - Conditional Uses

The following uses are permitted as conditional uses, provided such uses meet the applicable environmental performance standards contained in Division VIII, and are approved in accordance with Chapter 16.82:

- A. Uses permitted as conditional uses in the RC zone, Section 16.28.020, HDR zone, Section 16.20.020, and the MDRL zone, Section 16.16.020, provided that uses permitted as conditional uses on any given property are limited to those permitted in the underlying zoning district, unless otherwise specified by Section 16.162.030 and this Section.

(Ord. 2002-1128 § 3; 94-990; 92-946; 87-859)

- B. Townhouses (shared wall single-family attached) subject to Chapter 16.44. In addition, any garages shall use alley access. RC zone setback standards may be used in lieu of other applicable standards.

(Ord. 2006-009 § 2)

- C. Public and commercial (non-accessory) parking within residential zoning districts when both of the following apply:
 - 1. On May 1, 2016, no buildings existed on the property where the parking is to be located; and
 - 2. The property has street frontage on an arterial and/or collector street as identified within the Sherwood Transportation System Plan.

Community Development Department – Monthly update

May 6, 2016

The City of Sherwood Community Development Division consists of three departments which, provides quality current and long range planning, building and engineering services to support the infrastructure, livability, well-being and economic development of the community. The following is a summary of the key projects or tasks each department routinely does for the community and an update on current projects or status.

Planning:

Current Planning- Projects in Review

- Claus Property Rezone (22211 SW Pacific Highway) – Proposal to rezone 2.66 acres of a 5.86 acre site from General Commercial to Medium Density Residential Low. Planning Commission Hearing scheduled for 6/13/2016. Tentatively scheduled for Council on 7/19/2016.
- Parkway Court Zone Change (corner of SW Parkway Ct and Meinecke Parkway) – Proposal to rezone approximately 1 acre from General Commercial to Medium Density Residential Low. On hold at Applicant's request.
- Revised Old Town Parking Lot code amendment (Old Town Overlay) Proposal to allow stand-alone parking in residential zones with the Old Town Overlay District as a conditional use, when the property is vacant as of May 1, 2016; and it fronts parking fronts an Arterial or Collector Street. Planning Commission hearing scheduled for 5/24/16
- Dependable Springs – (2S129A002000 – Near the intersection of SW Olds Place and SW Arrow Street) Proposal for a 8,250 square foot industrial manufacturing building for the manufacturing of industrial springs. In review. Approved by Hearings Officer
- Zenport Industrial – (15104 SW Oregon Street) Proposal to construct an approximately 9,800 square foot flex industrial building and associated site improvements. In review
- Sherwood Plaza Apartments – (16380 SW Langer Drive) Proposal by Mercury Development to construct 82-apartment units. In review.
- FEMA Floodplain Amendments – (Applies Citywide – See more detailed description below) These will be proposed amendments to the development regulations to ensure that the City regulations are current as they pertain to recent updated floodplain map amendments. Currently staff is auditing the development code to understand the scope and magnitude of proposed amendments.
- Industrial Uses (PA 16-04) – This is a project to review and amend the allowed uses within the Industrial Districts to ensure that they are flexible and up to date. Planning Commission hearing scheduled for 4/12/15.
- Brookman Annexation – Proposal to annex six tax lots and the adjacent Brookman Road right-of-way totaling approximately 72.06 acres into the City of Sherwood. In review. Tentatively scheduled for Council on 7/19/2016
- Olds Place Truck Repair – (2S129A02100) Proposal to construct an approximately 6,175 square foot semi-truck repair shop on 1.09 acres near the intersection of SW Olds Place and SW Arrow Street
- The Springs Living – (15607, 15677, 15667, 15704, 15699, and 15685 SW Oregon Street) Proposal to demolish 3 homes in Old Town, consolidate the three lots into a single lot, and construct two additions that would add 20 assisted living units, and 73 independent living units for a total of 150 units for senior living on 5.11 acres. In review

For approved projects or more detail, check out “projects” under “more resources” on the website at <http://www.sherwoodoregon.gov/projects>, or contact Brad Kilby at (503)625-4206.

Long Range Planning

- **SW Corridor Plan** – The primary focus lately has been on evaluating High Capacity Transit choices from Portland to Tualatin. The Steering Committee is expected to make a decision on line terminus and narrow alignments options in Central Barbur, Tigard and Tualatin in January. A mode decision (light rail or bus rapid transit) is anticipated in May. The recommendation from the staff is to selection light rail as the mode. The recommendation also includes removing a direct tunnel connection to PCC Sylvania campus to but continue to study alternative ways to serve the campus with better transit service. A final preferred package to move into the next stage in project development is anticipated in June 2016.
- **Tri-Met Local Service** - Tri-met has added into their budget the addition of a new line between Sherwood and Tualatin. The new line, line 97, will begin operating June 1, 2016. A “first ride” event and celebration is being planned by Tri-Met, in coordination with Sherwood and Tualatin for May 31st. More details to come as they are developed.
- **Cedar Creek Trail (Regional Flexible Fund grant)** – The engineering design work continues on the Oregon St-99W segment with a pending submittal to Oregon Department of Transportation within the next three weeks. The Consultant and staff will update the Board in June on this segment and review the alignment for the segment north of 99W to Roy Rogers. In December, the Parks Board endorsed studying a preferred alignment for the segment north of 99W to Roy Rogers. The survey crew has completed their field work, and the Consultant team is finalizing their analysis of the preferred alignment. The LTAC and TAC meetings will be held May 25, 2016 to review the results. An Open House is scheduled for June 1, 2016 to get feedback on the preferred alignment for this segment and update the community on the design of the Oregon St. - 99W segment. We are preparing a Metro grant application for environmental enhancement to the Cedar Creek corridor.
- **Washington County Transportation Study** – No new information for this report. Staff is continuing to actively monitor and participate in the study to evaluate the long-term transportation strategies and investments needed to sustain the county's economic health and quality of life in the coming decades. The study results will provide a better understanding of long-term transportation needs, tradeoffs between alternative transportation investments, and inform future choices and decisions.
- **Tannery Site Assessment (EPA grant funded)** – The City is doing an environmental site assessment on a portion of the former Frontier Leather Tannery site to help the City identify issues, risks and costs associated with acquiring the property from Washington County and potentially developing it. Field work to collect soil samples was completed in November and samples were sent to the lab for analysis. The consultant has reviewed the results and submitted a draft report for staff review. Additional field work is expected to occur in the spring of 2016 followed by the second planned public meeting to discuss the preliminary assessment findings.
- **City of Sherwood Comprehensive Plan Update** – Staff is beginning to gear up for a multi-year effort to update the City’s Comprehensive Plan. The last major update of the plan was in 1991 when the City’s population was under 4,000 people. Council approved a resolution September 15, 2015 supporting the project and authorizing staff to seek state funding for the effort. Staff is continuing to work on finding potential sources of funding for elements of the comprehensive plan update to offset general fund costs. Staff will be identifying how to break the project up into phases that will allow the project to move forward in a timely manner. The comprehensive plan update project is expected to take 2-3 years to fully complete due to the extensive community outreach and engagement required.
- **Tualatin-Sherwood Road widening project** – Staff met with County staff and representatives for the owners of the Haggen property (MGP) on October 16th. County staff reiterated that there is no option on the table that includes the light staying. County staff did express a willingness to continue exploring maintaining a left in, however they were skeptical that it would be able to work. The representative indicated they would speak to their client. The County had a meeting with representatives from MGP on 12/8. The meeting went generally well but the County made it clear that the signal remaining was not an option. The property owners continue to express concerns. The County indicated that they are willing to continue discussions to address concerns with the understanding that the light was going to be removed. The County is moving forward on the right of way process and is expected to be addressing the land use process issues in the next few months.

- **Industrial Uses** – In response to feedback from a number of brokers looking at potential development in the Tonquin Employment Area, we realized that we need to evaluate the industrial uses allowed in the Industrial Employment Zone. At this time, there are a very limited number and type of uses allowed in this zone, making it very difficult to market. Julia and Tom presented the issue to the Planning Commission and received support on the importance of taking on this project. A survey to all industrial property owners was sent out and a public worksession held on January. The Commission held a public hearing on April 12th and forwarded a recommendation of approval to the City Council. Council had a public hearing and 1st reading on May 3rd and is scheduled to hold a public hearing and 2nd reading on June 7th.
- **Recreational Marijuana Facilities** - Staff initiated the discussion with Planning Commission and the Police Advisory Board. The recreational marijuana facilities online survey generated 280 responses and asked for input on where recreational marijuana facilities should be located in the City as well as any additional restrictions beyond the state regulations. The Planning Commission and Police Advisory Board held a second public work session on April 26, 2016 to discuss the online survey results and get feedback on several options for locating the five different license types for recreational marijuana facilities. Staff is preparing draft language for a work session on May 24, 2016 based on the citizen comments received to date.
- **Code updates to reflect FEMA map changes** – FEMA map updates have been on-hold due to changes and appeals since 2007 but we have recently received word that they are expecting to send a “Letter of Final Map Determination” within the next month. Once the letter is received, the city has only 6 months to update the development code to formally adopt the new maps as well as making any amendments needed to be in compliance. Failure to complete the update process within the 6 month period will automatically kick any Sherwood residents with flood insurance out of the flood insurance program. Unfortunately because this has been drug out for so long, we had not anticipated doing this project and will have to figure out how to fit this into the workload.

Other

- Street Tree Permits - 2 permits issued in 2016.
- Pre-application Conferences- Below is a list of pre-application meetings held. If an application is submitted they will be taken off the list. In addition, if additional activity occurs (that staff knows of) this will be reported in this section as well.
 - Proposal to construct a 66,000 square foot flexible industrial building on Galbreath Drive, just west of the intersection with Cipole Road.
 - Sentinel storage expansion – proposal to do a two lot partition on the property fronting Langer Farms Parkway south of Century drive and do an expansion of the existing facility on 5.89 acres on the southern portion of the site.
 - Proposal for approximately 18-20 single family homes on Pacific Highway just west of SW Meinecke Road.
 - Sherwood Elks Lodge (22770 SW Elwert Road) held a meeting on June 8, 2015 to discuss various development options.
 - Sherwood Patel Hotel (21930/21970 SW Alexander Lane near the corner of SW Meinecke Pkwy and 99W) Proposal for a hotel with approximately 80 rooms and associated parking. Meeting was held on September 14, 2015. Engineering is providing Traffic Impact Study (TIS) requirements and information on required infrastructure.
 - Semi-Truck Repair Shop on Lot 5, on SW Olds Place (north of Tualatin Sherwood Rd. near SW Olds/Arrow) Applicant proposes to construct a 6,175 square foot semi-truck repair workshop in the Sherwood Commercial Center on a vacant lot in the light industrial zone. Vehicle and truck repair requires a conditional use permit in this zone.
 - Mixed use development including senior housing and retail on the Pfeiffer/Providence properties located at the Northwest intersection of SW Edy Road and SW Highway 99W

Engineering:

Capital (City or URA) projects

- **Columbia Street Water Quality Facility Phase 2** - Project main construction has been completed. The project is now constructing the mitigation portion with an improvement of a pedestrian crossing of a downstream corridor. This mitigation portion of the project replaces an undersized culvert with a larger culvert. Construction bid opening occurred 02/04/16. This project is slated to be constructed starting mid-July when in-water work is allowed by the DEQ permit issued for the project. Craig Christensen is the project manager for the City.
- **Tonquin Employment Area Sanitary Sewer upgrade**-Project is generally complete, however there were some issues in one segment when the pipe bursting was done causing a “belly” in the pipe. The City is working to remedy pipe bursting issue. Additionally, the contractor defaulted on their contract and the City is trying to negotiate a resolution with the bonding company. The City Attorney is leading the negotiations efforts. Craig Christensen is the project manager.
- **Stormwater Master Plan Update and rate study** –Master plan update is in process. MSA contracted with to perform MP update. Project schedule spans two fiscal years (FY14/15 and Fy15/16). The modeling process is complete, and a full CIP project listing has been developed and estimated design/construction costs generated for use in SDC rate analysis. City review of technical information completed. Consultant now working on draft of report and analysis of SDC rate methodology. Anticipate presentation to City Council in late June. Working towards adoption of MP and SDC rates and methodology in July. Bob Galati is the project manager
- **Sanitary Sewer Master Plan Update and rate study** – Master plan update is in process. MSA contracted with to perform MP update. Project schedule spans two fiscal years (FY14/15 and Fy15/16). The modeling process is complete, and a full CIP project listing has been developed and estimated design/construction costs generated for use in SDC rate analysis. City review of technical information completed. Consultant now working on draft of report and analysis of SDC rate methodology. Anticipate presentation to City Council in late June. Working towards adoption of MP and SDC rates and methodology in July. Bob Galati is the project manager
- **Woodhaven Park Phase 2 (Design)** – Planning has approved the project. It is finishing design and will go out for bid in the near future. Project consists of development of planning approval process documents for park development, and full bid set containing design plans, specifications, and cost estimates. Project has been released for bidding. Bid opening scheduled for Friday May 20th. Presenting to City Council on June 7th for Resolution authorizing contract signing by City Manager. Kristen Switzer is project manager, with Bob Galati providing support and coordination with civil engineering firm (HHPR) performing design and planning approval, and project budget oversight.
- **Downtown Parking Lot Development** – Project consists of constructing public parking lot of City owned lots located on north side of 1st Street between Pine and Oak Streets. The project will require Land Use application and approval. Project scheduled to be complete by June 2016, however, it is anticipated that the project design and construction will be completed within the current Fiscal Year 15/16. Survey for the project has been completed and engineering design for land use action is underway. . Text amendment required to allow a stand along public parking lot in a residential zone. Text Amendment application was submitted on 2/8/16. Project presented to Planning Commission on April 12th. PC made no recommendation of approval or denial and forwarded the project to the City Council. Application was revised and will go back to the Planning Commission before going to City Council. Bob Galati is the project manager.
- **Downtown Streetscapes Monument Removal** – Project consists of removing concrete pylons located at the intersections of 1st Street with Pine, Washington and Main Streets. The first phase of the project is a feasibility study to determine the requirements and impacts associated with removal. The second phase will include design and construction of the pylon removal and replacement structures (if any). The first phase has been budgeted in the current Fiscal Year 15/16, phase 2 will be discussed further upon the completion of Phase1. RFP for consultant services has been discussed. RFP was issued for public notice in the DJC on Tuesday, November 2nd. The City received two qualified engineering firm submittals. Review and grading of the submittals has been completed and

negotiation of final scope of work and associated fee is complete. The consultant contract is being routed for City signatures. Jason Waters is the project manager.

- **Transportation SDC and Rate Study** – Project consists of performing an SDC and Rate study associated with the projects identified in the TSP and refined in the TSP Construction Cost Refinement Project. It is anticipated that this project will be completed within the current Fiscal Year 15/16. Consultant, FCS Group is in process. Currently working on refining project list to establish construction cost basis and working through policy discussion issues. Bob Galati is the project manager.
- **Langer Farms Parkway Pedestrian Crossing** – DKS was contracted to perform an analysis and provide a recommendation on whether a pedestrian crossing on Langer Farms Parkway between the Parkway Village site and the Target site was warranted and whether a safe crossing could be provided if warranted. The report has been prepared confirming it is warranted and recommendations made. Funding options are being identified and may require supplemental budget item approval action. DKS has submitted a Scope of Work and Fee proposal for performing design on the pedestrian crossing project. Proposal is being reviewed and if acceptable a Resolution will be forwarded to the City Council to authorize the City Manager to enter into a professional services contract. The contract authorization was approved at the April 5th City Council meeting. Notice to proceed with design will occur as soon as signatures on the contract are completed. Construction is anticipated to occur early in the upcoming fiscal year. **Contract for design completed and NTP issued to DKS. Anticipate initial project design review in June.** Bob Galati is the project manager.
- **Oregon Street -Tonquin Road Intersection Feasibility Study** – DKS has been contracted with to conduct feasibility analysis on possible interim solutions for the intersection of Oregon Street and Tonquin Road. The intent is to develop 2 to 3 options analysis for providing a technical solution to the traffic congestion and turning safety issues that would have a functional lifespan of 5 to 10 years. The intent is to provide an interim solution to the intersection in lieu of a full build out design which could not be funded at this time. The intermediate solution would cost significantly less and allow time to raise the capital funds in order to construct the full build out condition solution. **Initial alternatives analysis presented to City staff. Refinements are being analyzed to focus on viable alternative. Jason Waters is the project manager.**

Private Development:

- Cedar Creek PUD – D.R. Horton development of multi-family residential units on lot adjacent to Cedar Creek Condos and bounded by Cedar Brook Way street extension. Design review and approval completed. Construction of public improvements completed. Construction of buildings in process. Craig Christensen is project manager.
- Roshun Village Development – Project public improvements have been completed. On-site building construction is **nearing completion. The public improvements constructed with the project are in the 2-year warranty period.** Craig Christensen is project manager.
- Mandel property development submittal review, comment and discussion with developers engineering firm is resolving several technical issues related to the proposed development. Final approval of changes pending submittal of Design Variation Requests. Planning approval for the subdivision received. **Phase 1 and Phase 2 site development plans have been submitted and are under review. Once the review process is completed a compliance agreement will be signed and the projects may commence construction. Craig Christensen is the project manager.**
- Sherwood Plaza 82-Unit Apartment Site Development – Review and comment of TIA ongoing. Planning Department land-use process continuing, with TIA review issues being resolved before submittal to PC.
- Pfeifer Property Site Development – (not submitted for land use review yet) Discussion of TIA and traffic impact mitigation requirements ongoing. **Submittal to Planning Department land use process dependent on positive TIA discussions outcome.**
- Several private development meetings on potential development sites within the City have taken place. Discussions of transportation requirements and SDC impacts/fees estimates have been performed. Ongoing communications regarding these developments are looking positive.

Other:

- Right of Way permits: 21 ROW permits issued from 01/01/16 to date. \$3502 revenue generated from permits. 0 permits under review, 14 permits are currently active. 9 permits have been completed and closed YTD.
 - The engineering department is working closely with the DR Horton developers on Cedar Brook/Meinecke to facilitate their ability to construct necessary water line and other infrastructure improvements in Meinecke; however partial closures will be necessary. The City is requiring significant coordination with the School District and emergency service providers, advance notice to property owners and public notice via our traditional methods. After coordination and additional input from the School District, the construction schedule has been modified by breaking it up into two different phases. A shorter, 3 day closure of the westbound lane (off 99W onto Meinecke) will occur late October and will avoid closure during the morning drop off period. A longer closure will be needed to install a water line in the street but will be scheduled once the Cedar Brook extension is complete to Meinecke (which will allow for a shorter detour option) and for a period when school is not in session. More information on the longer closure will be provided as that time approaches.
- Addressing: 10 address corrections resolved in the month of April. 2 new addressed issued in the month of April. Total addressing fees collected to date: \$4,770. Updating addressing map for US Postal Service.
- Erosion control inspections: Staff has 2 active/open erosion control permits which require inspections weekly and monthly reports to Clean Water Services. 2 inactive sites requiring bi-weekly inspections. 27 active SFR and/or ground disturbing activity permits issued by Building Department. 6 inactively SFR and/or ground disturbing activity permits on file. Conducted 15 private site development ESC inspections and 64 single family residential inspections in the month of April.
- Traffic Control Management Planning: In response to numerous requests from residents CDD staff is in the process of developing guidance policy draft for future traffic calming requests. This will be an on-going discussion and no formal action will be taken until conversations with Council are held.
- Kruger/Elwert Intersection Improvements – The County will begin design of the intersection improvement (which includes a roundabout on the City owned property). An IGA with Washington County has been signed by City Manager. The 30% design level work by County has begun. It is anticipated that a 30% design will be complete within 1 year and then will be put on standby until 2018. If development is planned prior to 2018 which necessitates its construction sooner, the County will be able to move up the timeline. Initial conference call meeting regarding design parameters held on 02/04/16. Discussion on traffic density and freight vehicle types used for design. Further discussion pending analysis of existing traffic data. Date for public presentation of initial design plan has been set for May 12th at Middleton Elementary School. Presentation made to City Council at April 21st Work Session. Will refine once schematic plans developed. Bob Galati is coordinating with WACO on this project.
- CWS MS4 NPDES – Clean Water Services (CWS) has completed their audit and are in process of updating their Municipal Separate Storm Sewer Systems (MS4) Nation Pollution Discharge Elimination System (NPDES) permit which will include new EPA requirements that City's will need to incorporate into engineering and development standards. The impacts to the City of Sherwood's engineering and development standards appear to be relatively small as the City's stormwater facilities and natural drainage ways are in good condition. One item that will impact the City and development within the City is the hydro-modification requirement (detention on-site to mitigate stream corridor impacts such as erosion). This item is currently being discussed in depth by CWS with EPA as other municipalities within the CWS service area may be impacted to a larger extent which would result in jurisdictions like Sherwood to mitigate more than actually necessary.

CWS has submitted a draft of the permit to EPA for initial review and discussion. It is anticipated that CWS will be obtaining their permit within the next 6-months. Implementation of the conditions of the

Phase I Permit will occur over an estimated 5-year timeline, with full implementation occurring in year 5.

Building:

Permits issued and under construction

- New DR Horton sub-division (Cedar Brook). 2 houses completed, 28 in construction.
- Sherwood industrial Park-New Building #3-14944 SW Century Dr- Finish work
- Sherwood industrial Park-New Building #4-15028 SW Century Dr- Finish work
- JB Insulation Office Addition-14175 SW Galbreath-Waiting for final inspection
- Old Spaghetti Factory – 21192 SW Langer Farms- Completed
- Roshun Village Apartments BLD C- -17167 SW Terrapin Dr. Sheetrock
- 42 Single Family Homes Issued and/or in construction
- 19 Structural Residential Additions/Remodels/Misc.
- Multiple plumbing/mechanical/misc. permits issued
- Roshun Village Apartments BLD B 17175 SW Terrapin Dr. -Framing
- Roshun Village BLD A- 17193 SW Terrapin Dr Framing
- 100 Fold commercial T/I-Caretakers Quarters-14145 SW Galbreath Dr.- Finish work
- City Attorney's Office Addition-Completed
- Mason Restaurant T/I (was Damimio's) 16057 SW Railroad St.- Completed
- Phoenix Children's Academy T/I- Completed
- St. Paul Church school remodel-17500 SW Cedarview way-Finish work
- NW BBQ T/I-21655 SW Pacific Hwy-Completed

Permits in review

- 11 Single Family Homes in review, 16 other ready to issue.
- Screen Magic-(screen printing)-21655 SW Pacific Hwy (The abandoned tractor rental bld)
- Endurance Products Warehouse- 13990 SW GalbreathDr.
- Horizon Church, enclose front entry-22240 SW Washington St.
- Dr. Bittner office T/I-17680 SW Handley St.

Sherwood Field House Monthly Report March 2016					
<u>March-16</u>	<u>Mar-16</u>		<u>YTD</u>		<u>Mar-15</u>
<u>Usage</u>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	7	564	20	3987	611
Rentals	103	1442	640	9570	1548
Other (Classes)					
[1] Day Use	14	159	88	1015	61
Total Usage		2165		14572	2220
<u>Income FY 15 16</u>	<u>Mar-16</u>	<u>YTD</u>			
Rentals	\$7,906	\$45,351			
League fees (indoor)	\$5,020	\$64,144			
Card fees (indoor)	\$50	\$2,561			
Day Use	\$421	\$2,898			
Advertising					
Snacks	\$745	\$4,572			
Classes					
Total	\$14,142	\$119,526			
FY 14 15					
<u>Income</u>	<u>Mar-15</u>	<u>YTD</u>			
Rentals	\$6,175	\$46,509			
League fees (indoor)	\$8,279	\$61,485			
Card fees (indoor)	\$191	\$3,040			
Day Use	\$137	\$1,532			
Advertising					
Snacks	\$780	\$4,715			
Classes					
Total	\$15,562	\$117,281			

*Estimated number of people served.

Sherwood Field House Monthly Report April 2016					
<u>April-16</u>	<u>Apr-16</u>		<u>YTD</u>		<u>Apr-15</u>
<u>Usage</u>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	3	360	23	4347	392
Rentals	84	1260	724	10830	1504
Other (Classes)					
[1] Day Use	8	62	96	1077	92
Total Usage		1682		16254	1988
<u>Income FY 15 16</u>	<u>Mar-16</u>	<u>YTD</u>			
Rentals	\$5,273	\$50,644			
League fees (indoor)	\$4,546	\$68,690			
Card fees (indoor)	\$40	\$3,066			
Day Use	\$168	\$3,066			
Advertising					
Snacks	\$392	\$4,963			
Classes					
Total	\$10,419	\$130,429			
FY 14 15					
<u>Income</u>	<u>Apr-15</u>	<u>YTD</u>			
Rentals	\$2,800	\$49,309			
League fees (indoor)	\$6,329	\$67,814			
Card fees (indoor)	\$350	\$3,390			
Day Use	\$245	\$1,777			
Advertising					
Snacks	\$416	\$5,131			
Classes					
Total	\$10,140	\$127,421			

*Estimated number of people served.



Fields and Gyms

- Youth soccer played 9 games at Snyder Park during the month of March.
- GPSD rented 18 hours of time at Snyder Park on Sundays during the month of March.
- Youth Baseball, Softball and lacrosse have all tried to start practice. The weathers has not been very cooperative.
- Spring basketball teams are spread out in some of the gyms and some clinics going on at SMS.

Field House

- 159 preschoolers in the month of March that was an average of over 11 per day.
- Sherwood youth soccer will start their indoor program in April renting the field on Friday nights and Saturdays for just over eight weeks.
- Three adult leagues are running.
- Rentals are starting to slow way down since due to the start of nice weather.

Respectfully submitted

Lance Gilgan

April 1, 2016



Fields and Gyms

- Youth Soccer played 11 games at Snyder Park during the month of April.
- Greater Portland Soccer District rented 12 hours at Snyder Park for games during the month of April.
- Youth baseball held the National tournament April 30th & May 1st playing 55 games and had 20 teams from out of town. The older kids also played 13 league games in town during the month.
- Youth lacrosse held the “Sherwood Shoot Out” on the same dates as baseball held their tournament. They Played 46 games at the high school and Snyder Park. They had teams in town from Hood River and Bellevue and all over the Portland Metro area. They also played 34 league games during the month.
- Youth softball play games in between rain storms during the month I did not get a number at the time of this report.
- Spring basketball and volleyball are in the gyms. Basketball coaches are requesting summer gym time.

Field House

- Per-school was down this month due to good weather.
- With the better weather private rentals are slowing way down.
- Sherwood Youth soccer continues to use the facility for their indoor program.
- We will try to start a women’s open play on Tuesday nights in May.

Respectfully Submitted

May 2, 2016

Lance Gilgan