



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, March 18, 2025

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

URA Board of Directors Meeting
(Following the 7:00 pm Regular City Council Meeting)

City Council Executive Session
(ORS 192.660(2)(f), Exempt Public Records)
(Following the URA Board of Directors Meeting)

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



Home of the Tualatin River National Wildlife Refuge

5:30 PM CITY COUNCIL WORK SESSION

1. **Family Justice Center** (Craig Sheldon, City Manager)
2. **Pedestrian Bridge Medallion Art Project**
(Kristen Switzer, Assistant City Manager)
3. **Transient Lodging Tax (TLT)** (David Bodway, Finance Director)

7:00 PM REGULAR CITY COUNCIL SESSION

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
 - A. **Approval of March 4, 2025, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Resolution 2025-015, Adopting City Council Goals and Deliverables for FY2025-26**
(Craig Sheldon, City Manager)
 - C. **Resolution 2025-016, Authorizing the City Manager to Execute an Oregon Transportation Infrastructure Bank Loan for Construction of Ice Age Drive**
(Eric Rutledge, Community Development Director)
 - D. **Resolution 2025-017, Authorizing the City Manager to enter into an Intergovernmental Agreement with Clean Water Services for the Construction of the Brookman Trunk Sewer Extension Project** (Rich Sattler, Interim Public Works Director)
6. **CITIZEN COMMENTS**
7. **PUBLIC HEARING**
 - A. **Ordinance 2025-001, Amending Sherwood Municipal Codes 8.04 and 10.08 and removing 9.60 regarding Ticketing and Towing Vehicles** (*First Hearing*) (Sebastian Tapia, Interim City Attorney)
8. **CITY MANAGER REPORT**
9. **COUNCIL ANNOUNCEMENTS**
10. **ADJOURN TO URA BOARD OF DIRECTORS MEETING – See URA Board Meeting Agenda**
11. **RECONVENE CITY COUNCIL - EXECUTIVE SESSION**

AGENDA

SHERWOOD CITY COUNCIL March 18, 2025

5:30 pm City Council Work Session

7:00 pm City Council Regular Session

URA Board of Directors Meeting
(Following the 7:00 pm City Council Mtg.)

City Council Executive Session
(ORS 192.660(2)(f), Exempt Public Records)
(Following the URA Board of Directors Mtg.)

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

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A. ORS 192.660(2)(f), Exempt Public Records (Sebastian Tapia, Interim City Attorney)

12. ADJOURN

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

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

To Schedule a Presentation to the Council: If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or Cityrecorder@Sherwoodoregon.gov

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
March 4, 2025

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 6:02 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Keith Mays and Dan Standke. Councilor Doug Scott was absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, Police Chief Ty Hanlon, Community Development Director Eric Rutledge, HR Director Lydia McEvoy, and City Recorder Sylvia Murphy.
4. **TOPICS:**

A. Sherwood Police Department Annual Report

Police Chief Ty Hanlon presented the 2024 Annual Police Department Report (see record, Exhibit A) and stated the last report was done in 2016. Chief Hanlon provided 2024 highlights and recapped Community Engagement efforts, Operational Achievements and Technology and Training Advancements. He stated the police department had acquired three drones from the Sherwood Police Foundation and has three operators and planned on bringing on a couple more. He stated the drones were a great tool for searching and officer safety. He recapped the number of calls for service being 19,201 and said this was a combination of 911 calls and self-initiated calls. He further explained data from 2022 to 2024. He explained the increase in self-initiated calls and said these are traffic stops, business checks, walking parks, contacting someone, showing up at events, etc. He said a goal of theirs for 2024 was to reduce retail thefts and explained loss prevention services at retailers were down therefore they were not receiving a lot of calls from retailers. He said of the 19,201 calls these were handled by 17 officers as staffing numbers were down by 2.5 people. He recapped community engagement and recapped various events attended by the department that were non-enforcement related and said they have a full schedule of events for 2025. He recapped values, mission, integrity and accountability and said he added innovation and health and wellness as these have become important to the success of law enforcement agencies. He explained there were year-round health and wellness programs and opportunities for officers. He recapped Goals and Accomplishments, including the CCP (Career Cycle Program) and explained prior practice of hiring when there was a vacancy and with this program they can train and prepare in advance of retirements. He explained training and standards that must be met and the opportunity for officers to sign up for additional training to enhance their knowledge. He spoke of the partnership with the Sherwood School District and the addition of a second SRO (School Resource Officer) and this being their second year with the additional SRO. He explained Mobile Field Force (MFF) and CART. He stated Sherwood had two officers on the MFF who respond to any type of disruption within Washington County. He recapped Specialized Units to include canine, Drones, MFF, CART (Crash Analysis

Team), Mental Health Response Team (MHRT) and SROs. Chief Hanlon provided a summary of the MHRT and said our team consists of Tigard, Tualatin and Sherwood. He said there is one clinician, and their time is shared amongst these three cities and they respond to all mental health related calls. He added that Washington County also provides support when needed. He recapped the data for MHRT calls in Washington County, approximately 3000 calls, including calls resulting in police custody. He stated of the 3000 calls only 1% were Use of Force cases. He stated all jurisdictions have different policies regarding use of force and provided an example of Sherwood's policy. He recapped Partnerships and Moving Forward and explained that there is a facility in Tigard, Just Compassion (nonprofit), that will be opening soon, and they have the ability to house individuals in mental health crisis or provided needed resources. He stated this was a great benefit as officers don't need to transport individuals to Washington County. Councilor Giles asked regarding clinician training and Chief Hanlon explained. Mayor Rosener asked regarding the percentage of mental health support services provided (65%) and asked for an explanation of the other 35%. Chief Hanlon stated he did not have the specific data but knows that some people don't accept the services that are offered. Brief discussion occurred regarding the many variables that could occur with mental health. Councilor Mays referred to the breakdown in calls for service in Sherwood (72) and Chief Hanlon explained the data and said if Sherwood supported a call received in Tualatin, the call data would fall under Tualatin. He further explained the higher data numbers in other jurisdictions being partially due to available transit stations in those areas and available services. Chief Hanlon addressed drone training, taser training, canine, classroom, firing range, body-wrap restraints. He shared information on Washington County mock-city training facility and Sherwood's ability to connect with the County when they are using the facility. He spoke of Sherwood's canine and her tracking abilities. He addressed the Police Academy and said it's a 16-week program, followed by 4 months of training with an FTO (Field Training Officer) in the field and having to meet training requirements before they can be on their own. He briefly explained the Police Reserve program and the benefits of the program and reduced risk of investment losses. Mayor Rosener commented regarding different training styles across the US in comparison to us locally, with cooperative training amongst different agencies. Chief Hanlon addressed Goals for 2025 of expanding mental health initiatives, enhancing technology, and strengthening community policing. He spoke of Sherwood's officers supporting and doing things in the community outside the scope of their jobs. Councilor Standke asked regarding data-driven decisions and if there were any tracking for racial bias and asked if that was public information? Chief Hanlon replied yes, they do track, and they are required to report to the State of Oregon. He stated its complaint driven and Sherwood has not had any complaints in 2023-24. He said every time they have a traffic stop (stop data) the officer has to identify ethnicity as best as possible, without asking. He said the data shows if citations are issued to one race verses another or to different genders and said he feels Sherwood has done a really good job in this area. Mayor Rosener stated that the State has reports, and referred to Veil of Darkness Reports that look at day and nighttime traffic stops and can compare those ratios and can develop score-cards for departments. Chief Hanlon added that Sherwood's data goes to the County and is reported to the state.

Chief Hanlon addressed the Photo Enforcement Program (see record, Exhibit B) and shared 2022-2024 speed violations data. He stated he added data from 2019 as well because it was the last year that the city did not have construction or the pandemic affecting violations. He stated there were 26,627 violations in 2019, 9500 violations in 2022, 18,428 violations in 2023 and 7134 violations in 2024. He explained that the cameras were down in 2022-2024 for various reasons. Discussion followed. Chief Hanlon stated that all cameras are now operating in 2025. He explained the data shows citation issuance being 96% to 97% during 2022-2024. He stated that RedFlex screens the violations and then the Sherwood police department screens violations. He provided data on redlight violations and stated these were low in volume. He shared data from 2019 and stated there were 6608 violations and the numbers for 2022-2024 were consistent. He explained

that right-turn violations have gone away and are now yields. He shared information on camera performance comparisons and said that Sunset Blvd was the highest volume due to the reduced speed coming into town. He explained the top rejected reasons as camera malfunctions, weather related that makes drivers unidentifiable, lost data when vendors were changed, images and video sync were other reasons. He stated it's been a successful program in trying to correct behavior. He recapped System Effectiveness Summary and stated since 2010, 90% of the violations were from outside the 97140 zip code. He explained challenges with vehicle registrations and camera malfunctions. Comments were received regarding ability to issue citation for other reasons such as driving in the dark without lights on or driving without a front license plate. Chief Hanlon explained these were secondary types of violations and said legislation changed this a while ago. He further explained secondary and primary purpose for stopping a vehicle. Brief discussion followed. He explained that there was a fix-a-ticket program for certain types of violations. Brief discussion occurred regarding the photo redlight/speed system and Chief Hanlon stated it was a good system. Comments were received regarding having cameras in other locations and Mayor Rosener stated that state laws were recently updated allowing the city to place them most anywhere and believes this is a project that should be done starting with the traffic safety committee. Councilor Mays asked if Chief Hanlon sees this as a value or compliment to the force for the community. Chief Hanlon replied yes, 100% and explained that Hwy 99 was difficult to enforce as there was not a location for an officer to sit and patrol. Mayor Rosener added that this type of enforcement allows police officers to be doing other things, proactive policing in the city. Brief discussion occurred regarding mobile units and best placement for them.

5. ADJOURN

Mayor Rosener adjourned the work session at 6:52 pm.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:00 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Keith Mays and Dan Standke. Councilor Doug Scott was absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, Police Chief Ty Hanlon, Community Development Director Eric Rutledge, Sherwood Arts Center Manager Chanda Hall, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

Mayor Rosener stated that after a conversation with staff, Resolution 2025-015 would be pulled to allow for corrections. He confirmed with staff that the resolution would come back at the next Council meeting.

MOTION: FROM COUNCILOR KEITH MAYS, TO ADOPT THE AMENDED AGENDA, SECONDED BY COUNCIL PRESIDENT KIM YOUNG. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR. COUNCILOR DOUG SCOTT WAS ABSENT.

5. CONSENT AGENDA

- A. Approval of February 4, 2025, City Council Meeting Minutes
- B. Approval of February 18, 2025, City Council Meeting Minutes

C. Resolution 2025-013, Appointing Aaron Wiebe to the Sherwood Budget Committee**D. Resolution 2025-014, Naming the Sherwood Center for the Arts Main Hall “Meara Boughey Theatre”**

MOTION: FROM COUNCIL PRESIDENT KIM YOUNG TO ADOPT THE CONSENT AGENDA, SECONDED BY COUNCILOR RENEE BROUSE. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR. COUNCILOR DOUG SCOTT WAS ABSENT.

Mayor Rosener addressed Resolution 2025-014 and stated the Boughey family was unable to attend tonight’s meeting and stated staff was working with the family to schedule a more formal dedication at the Arts Center.

6. CITIZEN COMMENTS

There were no citizen comments, and Mayor Rosener addressed the next agenda item.

7. CITY MANAGER REPORT

City Manager Sheldon reported that staff was currently working on a Transportation System Plan (TSP) update. He said the city was currently recruiting for a citizens advisory committee for this update and the time commitment would be 18-24 months, April 2025 through 2026, with monthly meetings starting in May of this year. He stated the recruitment closed March 14th and the application can be found on the city’s website under the 2026 TSP Update. Chief Hanlon reminded of the annual Police Department Awards Banquet that recognizes Sherwood police officers and is based on nominations from within the department. He stated that there was a nomination that was received nominating the Sherwood Police Foundation and he explained the work of the foundation. He stated a member of the foundation who was not at the recent gala is on the council and recognized Councilor Renee Brouse. Councilor Brouse stated she has been on the foundation for 8 years. Chief Hanlon presented Councilor Brouse with an award for her time and work on the foundation. He stated Council President Kim Young was also on the foundation and was recognized a few weeks back at the Police Advisory Board meeting. City Manager Sheldon reported that Hwy 99 at Sunset would be closed this Friday, 9:00 pm to Monday at 5:00 am for work on the span of the pedestrian bridge that goes over Hwy 99. He stated there will be additional public noticing for more work and a closure the weekend of March 21st. He stated the city’s IT department has been working on cameras to capture the construction, and additional public works and police officers will also be working. He stated that staff was also working on getting an area where people can watch from, and information would be available on social media as the project progressed. Councilor Giles mentioned he has received complaints from people getting screws in their tires and City Manager Sheldon replied he would let the contractor know. Chief Hanlon commented regarding additional support the city would be receiving from Washington County and King City during road closures.

8. COUNCIL ANNOUNCEMENTS

Councilor Standke reported on a recent Sherwood School Board meeting and their policy discussion regarding student cell phone use, reported on receipt of their accreditation report for the high school and discussion on inter-district transfers. He reported that the School Board had a vacancy due to a resignation. He reported on the Sherwood Library Advisory Board meeting and WCCLS discussion regarding a levy that is being proposed with an increase and with a decrease in Sherwood services. He said discussion were still occurring. He stated National Library Week is April 6-12, 2025. Mayor Rosener confirmed that the library

levy expired June 2026. Councilor Standke confirmed and said it will expire within the second year of our 2-year budget and said WCCLS said there would be a 1-2% increase in funding. Mayor Rosener added that the WCCLS would be holding a meeting on May 19.

Councilor Mays reported on a WCCCA budget committee meeting where they made a recommendation to the WCCCA board for their service districts with a proposed 9% increase. He reported on the Sherwood Cultural Arts Commission and their discussion of the Community Enhancement Program (CEP), and their discussion of art on the pedestrian bridge. He commented on the 10th Anniversary celebration of the Arts Center.

Councilor Brouse congratulated staff for the anniversary celebration and said it was well attended. She reported she attended the Centro Cultural celebration of the Latino community, attended the Sherwood Main Street meeting where they discussion the CEP. She reported on a ribbon cutting at a new Sherwood business, Ascend Beauty Bar. She thanked Councilor Mays for filling in on the Senior Advisory Board vacancy interviews. She reported on the Water Consortium and their writing a letter of support for HB3634 to grow skilled water workers. She reported the Rotary Wine Festival was scheduled for November 8, 2025 to be held at the Red Berry Barn in Sherwood.

Councilor Giles reported on the planning commission and a recent training held for new commissioners. He thanked all those that attended and encouraged people who have an interest in government to start with the commission. He reported on the Old Town Overlay event with 40-50 people from Sherwood in attendance and said it was well attended with great engagement. He stated he attended a meeting regarding a universal health plan for Oregon and said more information can be found on the website of the Universal Health Plan Governance Board. He congratulated Sherwood high school men's and women's basketball teams for making it to the first round of playoffs.

Council President Young commented regarding the naming of Meara Boughey main hall at the Sherwood Arts Center and said Mera was a beacon of light, always joyful and in a good mood, and a good friend. She stated Meara had recently graduated from Chapman University and moved to New York to start her life in music and theatre and within months was diagnosed with leukemia. She reported on the Sherwood Police Foundation Gala event scheduled on May 2nd and said tickets were available on the foundations website and said this is their main fundraiser to support the Sherwood Police department. She reported on the CEP and said grant applications were currently being accepted and the application period closed on April 15th and more information can be found on the city's website. She reported on the Community Development Block Grant (CDBG) program policy advisory board meeting and recapped the recent work of the board and possible limitation of program due to federal grant funding. She reported she attended a recent Police Advisory Board meeting and received a snapshot of the presentation received in today's work session.

Mayor Rosener reported he recently met with Jason Snider a new Washington County Commissioner and discussed the city and said Jason would be attending a future council work session and there will be an opportunity for further discussion. He reported on his lobbying work in Salem on behalf of the city, League of Oregon City's (LOC), and the local Mayor's Consortium specifically to preempt local control and planning for housing and infrastructure. He reported that he and a few other councilors would be leaving for Washington DC to attend the National League of City's Conference and will be accompanied by five Sherwood high school students attending programs for youth in government. He stated this was also an opportunity for the city to met with federal officials and lobby for city needs. He stated that Metro and Multnomah County were

having funding problems around affordable housing services and said he sits on the Presidents Metro Council Work Group and reported on the makeup of the group and the work they are doing.

Councilor Young added that Mayor Rosener was recently interviewed on KOIN news and did a great job speaking on Sherwood West and the pedestrian bridge project, and said the interview was available on YouTube.

9. ADJOURN

Mayor Rosener adjourned the meeting at 7:25 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Craig Sheldon, City Manager

SUBJECT: Resolution 2025-015, Adopting City Council Goals and Deliverables for FY2025-26

Issue:

Shall the City Council adopt City Council Goals and Deliverables for FY2025-26?

Background:

On January 11, 2025, the Sherwood City Council held a special meeting to review and discuss the current list and status of goals and deliverables that were adopted in 2024 and to consider and develop revised objectives for the upcoming 2025-26 fiscal year. The City contracted with Strategic Government Resources (SGR) who lead the meeting and the discussion.

Staff worked to refine and create a final working document to help define and clarify City Council's priorities and objectives for FY2025-26. The final work product is provided as Exhibit A to the resolution.

By approving this resolution, the City Council is clearly identifying its priorities for the upcoming FY2025-26. The purpose of adoption of this resolution is to provide to internal and external stakeholders the City Council's priorities.

Financial Impacts:

There are no additional direct financial impacts as a result of approval of this resolution, however funding will need to be identified and approved through the budget process.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-015, adopting City Council Goals and Deliverables for FY2025-26.



RESOLUTION 2025-015

ADOPTING CITY COUNCIL GOALS AND DELIVERABLES FOR FY2025-26

WHEREAS, the Sherwood City Council historically meets early in each calendar year in a goal setting session to identify specific Council Goals and Deliverables for the upcoming year and budget priorities for the upcoming fiscal year; and

WHEREAS, Council held a special meeting on January 11, 2025 to discuss and update their previous Council Goals and Deliverables that were approved by Resolution 2024-019; and

WHEREAS, the results of these meetings are identified in the attached as Exhibit A, FY2025-26 City Council Goals and Deliverables document; and

WHEREAS, by approving this document by resolution, Council is clearly identifying its priorities for the benefit of City staff to implement as well as for the public and stakeholders to understand the Council's priorities and objectives for FY2025-26.

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

Section 1. The Sherwood City Council hereby approves the FY2025-26 Council Goals and Deliverable worksheet, attached as Exhibit A to this Resolution.

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

Duly passed by the City Council this 18th of March 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

FY2025-26 Sherwood City Council Goals

Mission Statement

"Provide high quality services for all residents and businesses through strong relationships and innovation in a fiscally responsible manner."

Core Values

*Citizen Engagement
Community Livability
Community Partnerships
Community Pride
Fiscal Responsibility
Transparent Government
Quality Service
Forward Thinking*

Pillar 1: Economic Development

- ◇ Promote Strong Diverse Economic Growth Opportunities
- ◇ Support New Commercial and Industrial Development in Targeted Employment Areas
- ◇ Encourage Balancing of Sherwood's Tax Base
- ◇ Bring Jobs to Sherwood that Provide Wages that Allow People to Live and Work in Sherwood
- ◇ Continue Revitalization of Old Town by Exploring Tools that Encourage it's Distinctive Character

Pillar 2: Infrastructure

- ◇ Build Key Pedestrian Connectors (Including Between Sherwood East and West and Cedar Creek Pedestrian Wildlife Undercrossing)
- ◇ Support major intersection improvements
- ◇ Continue to invest in Sherwood Broadband Utility as an Important Infrastructure for Sherwood and Beyond
- ◇ Continue Steps to Develop a New Public Works Facility
- ◇ Undertake Important Facility and Infrastructure Master Plans

Pillar 3: Livability

- ◇ Support and Promote Community Wellbeing
- ◇ Work to Improve the Interconnectivity and Walkability of the Trail System

- ◇ Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs
- ◇ Evaluate opportunities to promote environmental initiatives that are achievable and impactful
- ◇ Invest in Community Enhancements, Parks and Public Spaces

Pillar 4: Public Safety

- ◇ Continue Police Career Cycle Planning
- ◇ Encourage Pedestrian, Bicycle and Driver Safety
- ◇ Enhance Overall Community Safety

Pillar 5: Fiscal Responsibility

- ◇ Pursue, Evaluate and Position the City to Maximize Available Revenue Sources
- ◇ Invest in Business Process Improvements to Improve Efficient Service Delivery to Sherwood Residents
- ◇ Be Transparent and Proactive in the Regular Reporting of the City's Fiscal Condition
- ◇ Explore opportunities for technological enhancements/innovation

Pillar 6: Citizen Engagement

- ◇ Improve Effective Communication and Citizen Engagement
- ◇ Apply an Organizational Lens of Diversity, Equity, Inclusion, and Accessibility When Offering Services and Amenities to our Citizens
- ◇ Engage Youth in Local Government

2025-2026 City Council Goals

Pillar 1: Economic Development

- Goals:
- ◇ *Promote Strong Diverse Economic Growth Opportunities*
 - ◇ *Support New Commercial and Industrial Development in Targeted Employment Areas*
 - ◇ *Encourage Balancing of Sherwood's Tax Base*
 - ◇ *Bring Jobs to Sherwood that Provide Wages that Allow People to Live and Work in Sherwood*
 - ◇ *Continue Revitalization of Old Town by Exploring Tools that Encourage it's Distinctive Character*

Deliverables:	Deliverable Time Frame			
	2025/26	2026/27	2027/28	
Promote Strong Diverse Economic Growth Opportunities				
Improve Development Code to Promote Stronger Economic Development	X	X		Code Audit and Stakeholder Meetings to Determine Opportunity for Improvement; Process Amendments. Associate or Senior Planner will complete project by Q1 FY 26/27. Evaluate opportunities to adjust development code to attract targeted industries.
Explore economic development opportunities utilizing Sherwood's broadband service as an asset	X	X	X	Analyze industries where diverse broadband options are crucial and also meet economic development goals. Develop a plan to market to these industries.
Support New Commercial and Industrial Development in Targeted Employment Areas				
Maintain and facilitate collaborations with schools on programmatic and facility partnerships	X	X	X	Assist schools with connections to local business community, explore collaborations on higher-education's technical training (tying training to City's targeted industries). Event funding and organization around local training and workforce needs and enhancement.
Actively explore out-of-state and out-of country industry prospects	X	X	X	Develop connections through participation at SelectUSA Conference and SEMICON West and other regional and international site selector and targeted trade shows for Council approved target industries.
Explore financing options available to support necessary infrastructure for economic development	X	X	X	Consider funding options (state economic development loans) and/or grant programs.
Pursue development in Sherwood west that includes a broad housing mix, and affordable housing options, hospitality and leisure options, and pedestrian friendly configuration.	X	X	X	Develop Sherwood West Master Plans with early council and CAC engagement.
Encourage Balancing of Sherwood's Tax Base				
Create Annexation Policies & Processes to Manage our Growth Goals as it Relates to Infrastructure, School Capacity, & Long-Term Community Needs	X			Adopt new annexation policy in 2025 and implement on ongoing basis. Code will be adopted in 2025.
Target Metrics for Jobs/Housing Balance	X			Identify goals and benchmarks for ratio of commercial / industrial to residential assessed property values.
Bring Jobs to Sherwood that Provide Wages that Allow People to Live and Work in Sherwood				
Explore potential use of incentives (expedited review, financial tools/URA)	X	X		Council feedback received at 9/17/24 Work Session. Non-financial incentives are priority. Financial will also be pursued.
Continue Revitalization of Old Town by Exploring Tools that Encourage it's Distinctive Character				
Complete Old Town Strategic Action Plan	X	X		Complete an Old Town Strategic Plan that may include: Old Town code update, vision for Cannery PUD, develop distinct branding. Refine goals & objectives of Old Town area with stakeholder assistance.

2025-2026 City Council Goals

Pillar 2: Infrastructure

Goals:

- ◊ Build Key Pedestrian Connectors (Including Between Sherwood East and West and Cedar Creek Pedestrian Wildlife Undercrossing)
- ◊ Support major intersection improvements
- ◊ Continue to invest in Sherwood Broadband Utility as an Important Infrastructure for Sherwood and Beyond
- ◊ Continue Steps to Develop a New Public Works Facility
- ◊ Undertake Important Facility and Infrastructure Master Plans

Deliverables:	Deliverable Time Frame			
	2025/26	2026/27	2027/28	
Build Key Pedestrian Connectors				
Construct Pedestrian Bridge Over Highway 99W	X	X		Substantial Completion in September 2025; Overall completion January 2026
Cedar Creek Pedestrian Wildlife Undercrossing	X	X		Update Flood Plain Maps- Started October of 2024 - (18-24 Months to complete)
Support major intersection improvements				
Complete design of Chapman/99W Intersection	X	X	X	Identify alignment options.
Continue to invest in Sherwood Broadband Utility as an Important Infrastructure for Sherwood and Beyond				
Complete Sherwood Broadband Fiber to the Home Build Out	X	X	X	Benchmarks include: homes passed, mainline installed, service drops installed, customers signed up and support cases.
Explore grant opportunities for broadband expansion/enhancement	X	X	X	Continue to apply for broadband infrastructure grants and look for grant opportunities that can support and leverage existing broadband infrastructure.
Continue Steps to Develop a New Public Works Facility				
Identify Funding Sources	X	X	X	Pursue State and Federal Funding/Grant Opportunities.
Design for Brownfield Clean Up Project	X	X	X	Identify needs and funding sources for clean up .
Undertake Important Facility and Infrastructure Master Plans				
Update 2014 Transportation Master Plan	X	X	X	Started January 2025 with an approximate completion date of January 2027.
Update 2015 Water Master Plan	X	X	X	Start July 2025 with approximate completion of January 2027 (budget pending). Updates needed after Sherwood West MP.
Update 2016 Storm Master Plan	X	X	X	Start July 2025 with approximate completion of January 2027 (budget pending). Updates needed after Sherwood West MP.
Update 2016 Sanitary/Sewer Master Plan	X	X	X	Start July 2025 with approximate completion of January 2027 (budget pending). Updates needed after Sherwood West MP.

2025-2026 City Council Goals

Pillar 3: Livability & Workability

Goals:

- ◇ Support and Promote Community Wellbeing
- ◇ Work to Improve the Interconnectivity and Walkability of the Trail System
- ◇ Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs
- ◇ Evaluate opportunities to promote environmental initiatives that are achievable and impactful
- ◇ Invest in Community Enhancements, Parks and Public Spaces

Deliverables:	Deliverable Time Frame			
	2025/26	2025/26	2026/27	
Support and Promote Community Wellbeing				
Improve Access to Mental Health Resources for the Community	X	X	X	Number of community members served through the PEARL program at the Senior Center.
Work to Improve the Interconnectivity and Walkability of the Trail System				
Explore trail connectivity improvements as part of TSP update.	X	X		Evaluate opportunities to improve trail connectivity.
Cedar Creek Trail/Ice Age Tonquin Trail	X	X	X	Apply for funding to complete segments of the Ice Age Tonquin Trail (Cedar Creek Trail) within Sherwood.
Analyze trail requirements for new development	X	X		Planning and engineering staff to analysis how well development code achieves trail dedication and construction as part of development.
Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs				
Outreach to development community to discuss industry trends	X	X		Staff will set up discussions with key developers/builders to learn about industry trends and their impact on Sherwood and implications for Sherwood West planning.
Discuss housing industry trends and put forth action items as needed	X			Schedule work session with council to hear about desired housing outcomes to inform Sherwood West planning and code updates citywide.
Actively Participate, as Needed, with Legislature and Rule Making Committees	X	X	X	Continue work with lobbyist.
Evaluate opportunities to promote environmental initiatives that are achievable and impactful				
Practice environmental stewardship where financially feasible and economically viable	X			Ensure development code standards requiring environmental protection are met. Encourage developers to go beyond code requirements where feasible.
Review benefits and topics of a Climate Action Plan (what would be the scope, and required research)	X			Schedule to discuss potential Climate Action Plan with City Council.
Review benefits and offer perspectives for amending City tree code	X	X		Planning Department will analyze existing code and potential areas for improvement. i.e. clear and objective standards, residential subdivisions vs employment land.
Invest in Community Enhancements, Parks and Public Spaces				
Identifying and prioritize investments in public art	X	X	X	Identify an annual art project that may include interactive arts, large art, aesthetic treatments in targeted areas (old town), arts grant program, commercial design standards and art showings.
Review use of TLT funds	X	X		Schedule a worksession and review the allocation of TLT funds.
Design Concepts for Single-Story Flex Building on Lot in Front of Arts Building	X	X		Re-evaluate Cannery PUD and Old Town Overlay. Will be incorporated into Old Town Strategic Plan scope, or a separate contract in FY 25-26.
Acquire Park Land in Sherwood West Area	X	X	X	Identify appropriate land for trails, passive and active parks.

2025-2026 City Council Goals

Pillar 4: Public Safety

Goals:

- ◊ Continue Police Career Cycle Planning
- ◊ Encourage Pedestrian, Bicycle and Driver Safety
- ◊ Enhance Overall Community Safety

Deliverables:	Deliverable Time Frame			
	2025/26	2026/27	2027/28	
Continue Police Career Cycle Planning				
Programs to Recruit and Retain Officers	X	X	X	Continue to be nimble/flexible in attracting and retaining key law enforcement positions
Encourage Pedestrian, Bicycle and Driver Safety				
Improve Safety on County Owned Roads in Sherwood and UGB	X	X	X	Complete Edy/Elwert design study, Complete Edy Rd 100% design. Advocate for funding for Brookman and Tonquin roads.
Evaluate further measures that can be taken to expand pedestrian safety, primarily in school zones	X			Complete evaluation of elementary school zones. Possible tie into safe routes to school program.
Establish Traffic Safety Advisory Board	X			Complete the creation of the board.
Enhance Overall Community Safety				
Discuss need for increased law enforcement coverage-MHRT	X	X		Increased mental health calls bring into question the need for more coverage by MHRT. Cost and personnel.
Proactively review law enforcement needs for planned Sherwood West area	X	X	X	Includes input on land use design, staffing needs, street configuration.
Evaluate financial impact and opportunities from opioid settlement dollars	X			Work session needed. Need to define use at the direction of Council then implement.

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2025-2026 City Council Goals

Pillar 5: Fiscal Responsibility

Goals:

- ◊ Pursue, Evaluate and Position the City to Maximize Available Revenue Sources
- ◊ Invest in Business Process Improvements to Improve Efficient Service Delivery to Sherwood Residents
- ◊ Be Transparent and Proactive in the Regular Reporting of the City's Fiscal Condition
- ◊ Explore opportunities for technological enhancements/innovation

Deliverables:	Deliverable Time Frame			
	2025/26	2026/27	2027/28	
Pursue, Evaluate and Position the City to Maximize Available Revenue Sources				
Pursue Federal and State Grants	X	X	X	Number of grants identified and applied for.
Explore current and prospective revenue opportunities	X	X	X	Evaluate cost allocation, user fees and charges for services. Offer solutions to address possible revenue restrictions imposed on City.
Invest in Business Process Improvements to Improve Efficient Service Delivery to Sherwood Residents				
Actively pursue best-practice and innovative efforts in financial management	X	X	X	Evaluate innovative procurement options.
Comprehensive review of strategies to mitigate inflationary pressures on capital and operating budgets	X	X	X	Success will be measured by the number of strategies developed and the estimated savings or revenue generation.
Explore process improvements, collaboration and efficiency opportunities	X	X	X	Identify and implement process improvements, strategies and efficiencies to streamlining the management administrative functions.
Identify Long Term Sustainable Funding Model for Library	X	X	X	Identify sources and develop action plan to address potential funding shortages.
Be Transparent and Proactive in the Regular Reporting of the City's Fiscal Condition				
Evaluate Open Gov to Ensure it's Effectiveness as a Tool for City's Website	X			Evaluate effectiveness of Open Gov as a tool and determine if it meets the City's transparencies, efficiencies and communication goals.
Explore opportunities for technological enhancements/innovation				
Utilize staff and expert outside assistance to evaluate opportunities for technological efficiencies	X	X	X	Finalize an official Artificial Intelligence policy and begin using AI and other software tools to build efficiency to business processes. Where possible develop baselines so efficiency can be tracked.

2025-2026 City Council Goals

Pillar 6: Citizen Engagement

Goals:

- ◇ *Improve Effective Communication and Citizen Engagement*
- ◇ *Apply an Organizational Lens of Diversity, Equity, Inclusion, and Accessibility When Offering Services and Amenities to our Citizens*
- ◇ *Engage Youth in Local Government*

Deliverables:	Deliverable Time Frame			
	2025/26	2026/27	2027/28	
Improve Effective Communication and Citizen Engagement				
Develop and Implement Branding Communication and Marketing Strategies	X	X	X	Evaluate in-house or consultant collaborations Includes review of public information function, employee coordination, coordinated citywide department efforts on any marketing/branding initiative.
Update Citizen Academy Program	X	X	X	Implement Citizen Academy Program Fall of 2025.
Apply an Organizational Lens of Diversity, Equity, Inclusion, and Accessibility When Offering Services and Amenities to our Citizens				
Develop standards, KPIs and benchmarks for inclusionary events and activities for all residents	X	X	X	Include review of best practices from other jurisdictions.
Engage Youth in Local Government				
Youth Advisory Board	X	X	X	Promote youth engagement in the Sherwood community.

TO: Sherwood City Council

FROM: Eric Rutledge, Community Development Director and David Bodway, Finance Director

Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: **Resolution 2025-016, Authorizing the City Manager to Execute an Oregon Transportation Infrastructure Bank Loan for Construction of Ice Age Drive**

Issue:

Should the City Council adopt Resolution 2025-016, authorizing the City Manager to execute an Oregon Transportation Infrastructure Bank Loan for construction of SW Ice Age Drive in an amount not to exceed \$5,000,000?

Background:

Since 2019 the City's Tonquin Employment Area has added over 1.3 million square feet of new flex light industrial space. An additional 550,000 SF have been approved by Planning Commission and are in building plan review. To serve the growing employment area, the City is constructing SW Ice Age Drive, a new collector status road that will connect SW Oregon Street to SW 124th Ave. The City's construction project will connect into the portion of roadway being constructed by the Willamette Water Supply Treatment Plant. In addition to serving recently completed and approved development, construction of the roadway will unlock additional properties for development in the interior of the employment area. SW Ice Age Drive is an identified street improvement in the City's Comprehensive Plan, Transportation System Plan, and the Tonquin Employment Area Concept Plan.

Oregon Transportation Infrastructure Bank

City Council discussed funding options for Ice Age Drive at an August 20, 2024 Work Session. Staff presented potential funding sources for the project including low interest loans, City enterprise funds (street, water, etc.) and URA tax increment revenue. The City Council preference was to take advantage of low-cost financing available from state agencies like ODOT and Business Oregon. The city has already received a \$3,000,000 grant from a federal earmark for the project.

In January 2025, the City Council authorized staff to apply for an Oregon Transportation Infrastructure Bank (OTIB) loan via Resolution 2025-005. OTIB is a statewide revolving loan fund designed to promote innovative financing for transportation needs. Staff applied for the loan after passage of Resolution 2025-005 and on January 30, 2025, the city received a commitment letter from ODOT allowing the loan to proceed subject to the execution of a complete loan agreement. Authorization from the City's governing body is required to execute the loan.

This resolution would authorize the City Manager to execute the OTIB loan in an amount not to exceed to \$5,000,000 in a form substantially similar to the loan agreement provided as Attachment 1 to the resolution.

Financial Impacts:

Ice Age Drive is a budgeted project in the City's 5-Year Capital Improvement Plan. Approving the resolution will authorize the City Manager to execute a 30-year, \$5,000,000 loan at 3.64% annual interest. The full repayment schedule is included as Attachment A to the loan agreement which is included as Attachment 1 to the resolution.

Funds used to repay the loan may include Urban Renewal Agency TIF revenue, System Development Charges / Enterprise Funds, and property sales.

The total project cost is estimated at \$22.2 million which includes \$18.1 million for construction, construction management, and construction contingency, and approximately \$4 million for design and engineering, right-of-way acquisition, and relocation of a Kinder Morgan gas line.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2025-016, authorizing the City Manager to execute an Oregon Transportation Infrastructure Bank Loan for SW Ice Age Drive in an amount not to exceed \$5,000,000.



RESOLUTION 2025-016

AUTHORIZING THE CITY MANAGER TO EXECUTE AN OREGON TRANSPORTATION INFRASTRUCTURE BANK LOAN FOR CONSTRUCTION OF ICE AGE DRIVE

WHEREAS, SW Ice Age Drive is an identified improvement in the City's Transportation System Plan and Tonquin Employment Area Concept Plan; and

WHEREAS, SW Ice Age Drive will serve over 1.3 million square feet of new flex light industrial space that has recently been constructed in the Tonquin Employment Area since 2019; and

WHEREAS, SW Ice Age Drive will provide new development opportunities for properties within the interior of Tonquin Employment Area; and

WHEREAS, during a work session on August 20, 2024, the City Council directed staff to pursue low-interest loan financing options for the construction of SW Ice Age Drive; and

WHEREAS, on January 7, 2025, the City Council authorized the City Manager to apply for a \$5,000,000 Oregon Department of Transportation (ODOT) Transportation Infrastructure Bank loan via Resolution 2025-005; and

WHEREAS, city staff subsequently applied for the loan and on January 30, 2025, the City received a commitment letter from ODOT allowing the loan to proceed subject to the execution of a complete loan agreement including authorization from the City's governing body.

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

Section 1. The City Council authorizes the City Manager to execute the ODOT Transportation Infrastructure Bank loan for the construction of SW Ice Age Drive in a form substantially similar to the loan agreement included as Attachment 1 to this resolution in an amount not to exceed \$5,000,000.

Section 2. This Resolution shall take effect immediately upon its passage by the Council and signature by the Mayor.

Duly passed by the City Council this 18th day of March 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

LOAN AGREEMENT

between

STATE OF OREGON

acting by and through its

DEPARTMENT OF TRANSPORTATION

and

City of Sherwood, Oregon
PROJECT: Ice Age Drive
OTIF-0079

OTIF-0079

THIS LOAN AGREEMENT, is made and entered into on the date on which all parties have signed by and between the State of Oregon, acting by and through its Department of Transportation (the “State” or “ODOT”), and the Borrower (as defined below). The reference number for this Loan Agreement is OTIF-0079. Terms not otherwise defined in this Loan Agreement shall have the meanings assigned to them by Section 1.01 below.

RECITALS

1. The State, in accordance with the Act, will provide funds from the Oregon Transportation Infrastructure Fund for the purpose of making loans to Municipalities, including the Borrower, to finance a portion of the cost of transportation projects (as that term is defined in the Rules);

2. The Borrower has applied to the State for a loan to finance all or a portion of the cost of a transportation project, and the Oregon Transportation Commission or the State have approved the Borrower's application for a loan to finance all or a portion of the cost of such project;

3. The Borrower has agreed to make payments sufficient to pay, when due, the principal of, premium, if any, and interest on the Loan from the State pursuant to the terms of the Note and this Loan Agreement; and

NOW, THEREFORE, for and in consideration of the Loan by the State, the Borrower agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth below:

ARTICLE 1

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings assigned to them below:

"Act" means ORS 367.010 to 367.050 and related provisions, as the same may be from time to time amended and supplemented.

"Agreement" or "Loan Agreement" means this loan agreement, including the attached Exhibits, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Authorized Officer" means, in the case of the Borrower, the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to act as an authorized officer of the Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement and whose name is furnished in writing to the State.

"Borrower" means City of Sherwood, and its successors and permitted assigns.

"Costs of the Project" shall mean only those specified costs listed in Exhibit B. The term "Costs of the Project" does not include:

- (i) costs in excess of one-hundred percent (100%) of the total Project cost;
- (ii) the purchase of equipment and other property not directly related to the Project;
- (iii) costs incurred prior to the date of the Loan, except as provided in Section 5.01;
and
- (iv) administrative expenses of the Borrower unrelated to the Project.

"Counsel" means an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to, or an employee of, the State or the Borrower) duly admitted to practice law before the highest court of any state.

"Event of Default" means any occurrence or event specified in Section 7.01 of this Agreement.

"Full Faith & Credit of the Borrower" means an obligation of the Borrower that is secured by all "lawfully available funds" (as defined in ORS 287A.001(11)) of the Borrower, including, but not limited to, funds of the Borrower's Urban Renewal Area Transportation Infrastructure Fund, System Development Charges, Property Sales within the Tonquin Employment Area.

"Loan" means the loan evidenced by the Note and made by the State to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. The Loan may be funded by the State from amounts held in the OTIF.

"Loan Execution Date" means the date on which all conditions are satisfied by the Borrower (or waived by State) and all parties have signed the Loan.

"Loan Prepayment" means, as to any payment, the amount paid by the Borrower that is in excess of the amount required to be paid as a Loan Repayment.

"Loan Repayment(s)" means the scheduled payment(s) of principal and interest of One Hundred Forty-four Thousand Seven Hundred Fifty-nine Dollars (\$144,759) each required to be made by the Borrower pursuant to the provisions of the Note and this Loan Agreement.

"Maturity Date" means the date on which the Loan is payable in full, which date shall be March 1, 2056.

"Municipality" means a city, county, road district, school district, special district, metropolitan service district, the Port of Portland, or an intergovernmental entity organized under ORS 190.010.

"Note" means the promissory note of the Borrower substantially in the form of Exhibit C, as it may be amended, extended or renewed.

"Oregon Transportation Infrastructure Bank" or "OTIB" means the program authorized by Section 350 of the National Highway System Designation Act of 1995, Public Law 104-59, and a cooperative agreement between the Federal Highway Administration, Federal Transit Administration, of the United States Department of Transportation and the Oregon Department of Transportation dated August 20, 1996.

"Oregon Transportation Infrastructure Fund" or "OTIF" means the fund created by the Act. Loans from the OTIF may include OTIB loans or loans to finance transportation projects from any accounts established within the OTIF.

"Pledged Revenues" means:

- (i) Full Faith & Credit of the Borrower.
- (ii) Any funds payable from the State to the Borrower, including, but not limited to, any amounts due to the Borrower from the State pursuant to ORS 366.785 to 366.820.

"Project" means the transportation project of the Borrower described in Exhibit A, a portion of the Costs of the Project of which is financed or refinanced by the State through the making of the Loan under this Loan Agreement.

"Project Completion Date" means the date on which the Borrower completes construction of the Project.

"Project Completion Deadline" means December 30, 2026.

"Rule" or "Rules" means Oregon Administrative Rules, chapter 731, division 30, as they may be supplemented, modified or amended from time to time.

"State" means the State of Oregon, acting by and through its Department of Transportation.

"State Highway Fund" means the fund described in ORS 366.505.

Section 1.02. General Rules. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts.

ARTICLE II

LOAN

Section 2.01. Loan Amount. On the Loan Execution Date the State hereby agrees to make to the Borrower, and the Borrower agrees to borrow and accept from the State, a Loan in the maximum aggregate principal amount of Five Million and No/100 Dollars (\$5,000,000).

Section 2.02. Use of Loan Proceeds. The Borrower shall use the proceeds of the Loan strictly in accordance with Section 5.01 of this Agreement.

Section 2.03. Loan Term. The term of the Loan is set forth in the Note.

Section 2.04. Interest. The Note shall bear interest at the rate of Three and 64/100 percent (3.64%) per annum. Interest shall be computed on the basis of a 360-day year, consisting of twelve (12), thirty (30) day months. Interest shall be due and payable in arrears and shall accrue on the outstanding principal balance from the date of this Agreement until the principal amount of the Note, together with accrued unpaid interest thereon, is paid in full.

Section 2.05. Payments.

(a) The Loan shall be due and payable in scheduled payments of principal and interest as set forth herein and in the Note. The Loan Repayments, when taken together, shall be in an amount sufficient to amortize the original principal amount of the Note, together with interest thereon, from the date of this Agreement to the Maturity Date.

(b) A scheduled payment received before the scheduled Loan Repayment date will be applied to interest and principal on the scheduled Loan Repayment date, rather than on the day such payment is received, and will be applied first to the State's expenses (if any) and any fees due, then to interest, and then to principal according to the applicable Loan Repayment schedule.

Section 2.06. Prepayments. Each Loan Prepayment shall include all unpaid interest on the amount prepaid that accrued to the date of prepayment.

(a) *Mandatory Prepayment.* The Borrower shall prepay the outstanding balance of the Loan upon the destruction of all or a substantial portion of the Project.

(b) *Optional Prepayment.* The Borrower may make Loan Prepayments without penalty or premium.

(c) *General.* Loan Prepayments shall be applied first to any expenses of the State and accrued interest on the portion of the Loan prepaid, and then to principal payments on the Loan. In the case of a Loan Prepayment that does not prepay all of the principal of the Loan, the State shall determine, in its sole discretion, the method by which such Loan Prepayment shall be applied to the outstanding principal payments. After a partial Loan Prepayment, the State may, in

its sole and absolute discretion, reamortize the outstanding Loan amount at the same interest rate for the same number of remaining payments to decrease the Loan Repayment amount; provided, however, that nothing in this Agreement requires the State to reamortize the outstanding Loan amount upon receiving a partial Loan Prepayment.

Section 2.07. Unconditional Obligation. The Borrower's obligation to make the Loan Repayments is absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under this Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) the following: any acts or circumstances that may constitute failure of consideration; eviction or constructive eviction; the taking by eminent domain or destruction of or damage to the Project; commercial frustration of the purpose; any change in the laws of the United States of America or of the State of Oregon or any political subdivision of either or in the rules or regulations of any governmental authority; any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project, this Loan Agreement, or any intergovernmental agreement related to the Project; or any rights of set off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the State or any other party or parties; provided, however, that payments under the Agreement shall not constitute a waiver of any such rights.

Section 2.08. Disclaimer of Warranties and Indemnification. The Borrower acknowledges and agrees that:

(a) the State does not make any warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions of the Project or any other warranty or representation;

(b) in no event shall the State or its commissioners, officers, agents or employees be liable or responsible for any direct, incidental, indirect, special, consequential, punitive or other damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project; and

(c) to the extent authorized by law, the Borrower shall indemnify, save, hold harmless and defend the State and its commissioners, officers, agents and employees, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Borrower, or its officers, employees, agents or subcontractors pursuant to the terms of this Loan Agreement; provided, however, that the provisions of this subsection (c) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to Chapter 30 of the Oregon Revised Statutes or the laws of the United States of America or other laws of the State of Oregon.

Section 2.09. Termination of Availability. The State shall have no obligation to make any disbursements to the Borrower under this Loan Agreement after the Project Completion

Deadline, except for Costs of the Project incurred by the Borrower prior to the Project Completion Deadline.

Section 2.10. Sources of Repayment of the Borrower's Obligations.

(a) The State and the Borrower agree that the amounts payable by the Borrower under this Loan Agreement, including, without limitation, the amounts payable by the Borrower pursuant to Section 2.05, Section 2.06, Section 2.08 and Section 7.04 of this Loan Agreement, are payable from the sources of repayment described in subsections (b) and (c) of this Section 2.10. Nothing herein shall be deemed to prevent the Borrower from paying the amounts payable under this Loan Agreement from any other legally available source.

(b) The amounts payable by the Borrower under this Loan Agreement are payable from the Pledged Revenues.

(c) The Borrower pledges its full faith and credit and taxing power, within the limitations of Article XI, sections 11 and 11 b of the Oregon Constitution, to pay the amounts payable by Borrower under this Loan Agreement. The amounts payable by Borrower under this Loan Agreement are secured by and payable from all lawfully available funds of the Borrower.

(d) The Borrower acknowledges that the State of Oregon is entitled to withhold all or a portion of the Pledged Revenues, including but not limited to any amounts due to the Borrower from the State of Oregon pursuant to ORS 366.785 to 366.820, and to apply any such amounts to payments due under this Loan Agreement to the fullest extent permitted by law if the Borrower defaults on payments due under this Loan Agreement.

(e) Borrower hereby grants a security interest in and irrevocably pledges its Pledged Revenues to pay the Borrower's obligations. The Pledged Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery, filing or other act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower hereby represents and warrants that the pledge of Pledged Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310.

Section 2.11. Loan Fee. The Borrower shall pay to the State a one-time Loan fee equal to one percent (1%) of the Loan. This fee shall be in addition to any interest charged on the Loan. The Borrower may elect to:

- ☐ pay the entire amount of this Loan fee on the Loan Execution Date; or
- ☒ authorize the State to deduct the Loan fee from the Loan proceeds.

Section 2.12. Late Fee. If any Loan Repayment required under the Note is delinquent more than fifteen (15) calendar days, the Borrower shall pay to the State a late charge of five percent (5%) of the delinquent Loan Repayment in addition to the Loan Repayment due under the Note.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BORROWER

The Borrower represents and warrants to the State as follows:

Section 3.01. Organization and Authority.

- (a) The Borrower is a Municipality.
- (b) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the Project, other than licenses and permits relating to the Project which the Borrower expects to receive in the ordinary course of business, to carry on its activities relating to the Project, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
- (c) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.
- (d) The proceedings of the Borrower's governing members and voters, if necessary, approving this Loan Agreement and the Note and authorizing the execution, issuance and delivery of this Loan Agreement and the Note on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of Oregon, and such proceedings were duly approved and published, if necessary, in accordance with applicable Oregon law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Oregon law and at which quorums were present and acting throughout.
- (e) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Borrower, and, assuming that the State has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement, this Loan Agreement constitutes the legal, valid and binding obligation of the Borrower in accordance with its terms, and the information contained in Exhibits A and B is true and accurate in all respects.
- (f) This Loan Agreement is duly authorized by a resolution of the Borrower which was adopted as required by ORS 367.035(4), and was adopted in accordance with applicable law and the Borrower's requirements for filing public notices and holding public meetings.

Section 3.02. Full Disclosure. There is no fact that the Borrower has not disclosed to the State in writing, on the Borrower's application for the Loan or otherwise, that materially adversely affects the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or the Project or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement. Neither the Borrower's application for the Loan nor the Borrower's representations and warranties in this Loan Agreement contain any untrue statement of a material fact or omits any statement or information which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.03. Pending Litigation. There are no proceedings pending, or, to the knowledge of the Borrower threatened, against or affecting the Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (a) the Project, (b) properties, activities, prospects or the condition (financial or otherwise) of the Borrower, or (c) the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.04. Compliance with Existing Laws and Agreements. The authorization and execution of, and the performance of all obligations required by, this Loan Agreement will not: (i) cause a breach of any agreement or instrument to which the Borrower is a party; (ii) violate any provision of the charter or other document pursuant to which the Borrower was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to the Borrower or its properties or operations.

Section 3.05. No Defaults. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default under this Loan Agreement. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it or its properties may be bound, which violation would materially adversely affect the (a) Project, (b) properties, activities, prospects or the condition (financial or otherwise) of the Borrower, or (c) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.06. Governmental Consent. The Borrower has obtained or will obtain all permits and approvals required by any governmental body or officer for the making, observance or performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing or refinancing of the Project. The Borrower has complied or will comply with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing of the Project.

No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution and delivery of this Loan Agreement.

Section 3.07. Compliance with Law. The Borrower:

(a) is in compliance with all laws, ordinances, rules and regulations to which it is subject, non-compliance with which would materially adversely affect the condition (financial or otherwise) of the Borrower or the ability of the Borrower to conduct its activities or undertake or complete the Project; and

(b) has obtained or will obtain all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 3.08. The Project.

(a) The Project is feasible, and there will be adequate funds available to repay the Loan.

Section 3.09. Costs of the Project.

(a) The Costs of the Project is a reasonable and accurate estimation and based upon an engineer's feasibility report and engineer's estimate stamped by a registered professional engineer.

(b) The principal amount of the Loan is not in excess of the Costs of the Project.

ARTICLE IV

CONDITIONS TO LOAN AND DISBURSEMENTS

Section 4.01. Conditions Precedent to Loan. The State shall be under no obligation to make the Loan to the Borrower pursuant to the terms of this Loan Agreement unless:

(a) the Borrower delivers to the State, on or prior to the Loan Execution, the following documents in form and substance satisfactory to the State and its Counsel:

(i) An opinion of the Borrower's Counsel on the power and authority of the Borrower, the validity and enforceability of the Loan Agreement, and such other matters as the State may require;

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(ii) This Loan Agreement duly executed and delivered by an Authorized Officer of the Borrower;

(iii) The Note duly executed and delivered by an Authorized Officer of the Borrower;

(iv) A copy of the ordinance/resolution, duly adopted by the governing body of the Borrower, authorizing this Loan, the pledge of Borrower's full faith and credit and taxing power, the pledge of the Pledged Revenues and execution of the Loan documents, which copy of ordinance/resolution shall be certified by an Authorized Officer of the Borrower; and

(v) Such other certificates, documents, opinions and information as the State requests; and

(b) there is availability of moneys in the OTIF for use in the Project.

Notwithstanding the Borrower's satisfaction of the conditions above, the State shall be under no obligation to make the Loan if there has been a change in the Act such that the Project is no longer eligible for financial assistance authorized by this Loan Agreement.

Section 4.02. Conditions to Disbursement.

(a) The obligation of the State to make any disbursement to the Borrower is subject to the following conditions:

- (i) All the conditions set forth in Section 4.01 of this Loan Agreement have been satisfied;
- (ii) There is no Event of Default, or event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both;
- (iii) All representations and warranties of the Borrower made in this Loan Agreement shall be true and correct on the date of disbursement;
- (iv) The State has received documentation satisfactory to the State evidencing that the Borrower has obtained any matching funds that are needed to pay for the Costs of the Project; and
- (v) The State receives an executed requisition form - Exhibit D that includes written evidence of materials and labor furnished to or performed upon the Project; itemized receipts or invoices for the payment of the same; and releases, satisfactions and other signed statements and forms as the State may require as a condition for making disbursements of the Loan.

(b) The State may, at its option, from time to time, either reimburse the Borrower for construction costs paid or may make direct payment for construction costs to suppliers, subcontractors

and others for sums due them in connection with construction of the Project. Nothing in this Loan Agreement shall require the State to pay any amounts for labor or materials unless satisfied that such claims are reasonable and that such labor and materials were actually expended and used in the construction of the Project. The State, at its option, from time to time, may also require that the Borrower have a contractor or subcontractor execute and deliver a surety bond or indemnification form acceptable to the State for the faithful performance of the construction contract or subcontract and payment of all liens and lienable expenses in connection with such performance in a sum equal to the contract or subcontract price. Disbursements for the Costs of the Project shall be subject to a retainage at the rate of five percent (5%) which will be released upon satisfactory completion of the Project.

(c) The State shall have no obligation to make any disbursement to the Borrower if, on or before the time for disbursement, there has been a change in the Act so that the Project is no longer eligible for financial assistance authorized by this Loan Agreement or if ODOT does not receive sufficient funding, appropriations, limitation, allotments and other expenditure authority to allow ODOT or OTIF, in the exercise of its reasonable administrative discretion, to provide such funding.

ARTICLE V

COVENANTS OF BORROWER

Section 5.01. Use of Proceeds. The Borrower will apply the proceeds of the Loan:

- (a) to finance all or a portion of the Costs of the Project; and
- (b) to reimburse the Borrower for a portion of the Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the State, up to 12 months prior to the Loan Execution Date.

Section 5.02. Source of Repayment. The Loan shall be paid from the sources of repayment described in Section 2.10 of this Loan Agreement. Such sources shall be applied to the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement according to the terms of this Agreement.

Section 5.03. Performance Under Loan Agreement. The Borrower covenants and agrees to cooperate with the State in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the State under this Loan Agreement.

Section 5.04. Disposition of Project. Unless it is worn out, obsolete or, in the reasonable opinion of the Borrower, no longer useful in the operation of the Project, the Borrower shall not sell, lease, abandon, exchange or otherwise dispose of (collectively for the purposes of this Section "transfer") all or substantially all or any substantial portion of the Project or any other properties or assets which provide revenues for the payment of the amounts due under this Loan Agreement except on ninety (90) days' prior written notice to the State and, in any event, shall not so transfer the same unless the State consents to such transfer. Proceeds of any such transfer not used to replace property that is part of the Project shall be applied to payment of the

outstanding principal and interest of the Loan as a Loan Prepayment, as provided in Section 2.06 of this Agreement.

Section 5.05. Operation and Maintenance of Project. The Borrower covenants and agrees that it shall, in accordance with prudent practice, maintain the Project in good repair, working order and operating condition.

Section 5.06. Records; Accounts. The Borrower shall keep accurate records and accounts for the revenues and funds that are the sources of repayment of the Loan, including but not limited to those Pledged Revenues (the "Repayment Revenues Records"), separate and distinct from its other records and accounts (the "General Records"). Such Repayment Revenues Records shall be maintained in accordance with generally accepted accounting principles as established by the Government Accounting Standards Board as in effect from time to time and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Borrower. Such Repayment Revenues Records and General Records shall be made available for inspection by the State and the federal government at any reasonable time, and a copy of such annual audit(s), including all written comments and recommendations of such accountant, shall be furnished to the State within two hundred ten (210) calendar days of the close of the fiscal year being so audited.

Section 5.07. Inspections; Information. The Borrower shall permit the State and any party designated by any of such parties to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts and any other matters relating to the Project and to its financial standing, and shall supply such reports and information as the State may reasonably require in connection with this Agreement. In addition, the Borrower shall provide the State with copies of loan documents or other financing documents and any official statements or other forms of offering documents relating to any bonds, notes or other indebtedness of the Borrower that are issued after the Loan Execution Date and are secured by the Pledged Revenues.

Section 5.08. Insurance. The Borrower shall maintain or cause to be maintained insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried, or self-insurance is usually provided for, by governmental units constructing, operating and maintaining facilities of the nature of the Borrower's Project, including liability coverage, all to the extent available at reasonable cost. Unless otherwise prohibited by law, the Borrower shall cause the State to be listed on such insurance policies as a loss payee on such policy. Nothing herein shall be deemed to preclude the Borrower from asserting against any party, other than the State, a defense which may be available to the Borrower, including, without limitation, a defense of immunity. In the event the Project or any portion thereof is destroyed, any insurance proceeds shall be paid to the State and shall be applied to the principal and interest on the Loan, unless the State agrees in writing that the insurance proceeds shall be used to rebuild the Project.

Section 5.09. Condemnation. In the event the Project or any portion of the Project is condemned, any condemnation proceeds shall be used to prepay the outstanding principal on the Loan.

Section 5.10. Engineer's Report. Upon request by the State, the Borrower shall promptly provide the stamped engineer's feasibility report and estimate described in Section 3.09(a) to the State.

Section 5.11. Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or the Project or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 5.12. Financial Statements; Reports. The Borrower shall deliver to the State in form and detail satisfactory to the State, upon request:

(a) Audited financial statements of Borrower, including revenues, expenditures, cash flows, and changes in retained earnings for each of the funds constituting the Pledged Revenues for the fiscal year just ended, prepared by an independent certified public accountant(s) satisfactory to the State, all financial statements to be prepared in accordance with generally accepted accounting principles.

(b) Such other statement or statements or reports as to the Borrower as the State may reasonably request.

Section 5.13. Compliance with Applicable Laws. The Borrower will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority that relate to the financing, construction and operation of the Project. In particular, but without limitation, the Borrower shall comply with the following, **as applicable**:

- a. The National Environmental Policy Act (NEPA), and other environmental laws and requirements;
- b. The Uniform Relocation Assistance Act (Right of Way);
- c. The Civil Rights Act of 1964 and other civil rights laws and requirements including the DBE program;
- d. The Davis Bacon Act and other labor laws and requirements;
- e. The Common Rule (49 C.F.R.19) with respect to procurement;
- f. The Brooks Act;
- g. Competitive bidding requirements and state labor standards and wage rates found in the Oregon Public Contracting Code, ORS 279A, 279B, and 279C, as applicable, including but not limited to ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230, and 279B.235 (if applicable to this Agreement), ORS 279C.800–279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25), as amended from time to time,

which provisions are hereby incorporated by reference, and ORS 279B.280, as amended from time to time;

- h. Buy America;
- i. Manual of Uniform Traffic Control Devices;
- j. The Americans with Disabilities Act (ADA) and other federal and state laws prohibiting discrimination against persons with disabilities;
- k. OAR, Chapter 731, Division 30, as amended from time to time at the discretion of the State; and
- l. State municipal bonding requirements found in ORS Chapters 280, 286A, and 287A.

Section 5.14. Continuing Representations. The representations of the Borrower contained in this Loan Agreement shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

Section 5.15. Additional Indebtedness. Except as provided in this Agreement, the Borrower shall not create or incur any additional indebtedness for which the aggregate annual debt service amount exceeds \$3,615,000, or become liable as a surety, guarantor, accommodation endorser, or otherwise, for or upon the obligation of any other Municipality, person, firm or corporation which indebtedness or obligation is payable or satisfied from all or a portion of the Pledged Revenues.

Section 5.16. Further Assurances. The Borrower shall, at the request of the State, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

ARTICLE VI

ASSIGNMENT

Section 6.01. Assignment and Transfer by State.

The Borrower hereby approves and consents to any assignment, sale or transfer of this Loan Agreement that the State deems to be necessary.

Section 6.02. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower without the prior written consent of the State. The State may grant or withhold such consent in its sole discretion. In the event of an assignment of this Loan Agreement by the Borrower and assumption of the Borrower's obligations under this Agreement, the Borrower shall pay, or cause to be paid, to the State any fees or costs incurred by the State as the result of such assignment, including but not limited to, attorney fees.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Event of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder on the due date thereof; or

(b) Failure by the Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period; or

(c) Any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any agreement, instrument, certificate or document furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(d) A petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within twenty (20) calendar days after such filing, and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including without limitation, a trustee, receiver, custodian, liquidator, or the like of the Borrower or any of its property) shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) calendar days; or

(e) RESERVED

(f) The Borrower fails to proceed expeditiously with, or to complete, the Project or any segment or phase of the Project in accordance with the plans and schedules approved by the State, provided that the Borrower may request the State's written approval of reasonable modifications to such plans and schedules, which approval shall not be unreasonably withheld; or

(g) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and another lender or lenders (including but not limited to other Oregon state agencies) or in any loan documents between itself and the Department of Transportation for another loan, and the default remains uncured upon the expiration of any cure period provided for such a default by said loan documents; or

(h) Failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as

referred to in subsections (a) through (g) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the State, unless the State agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the State may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) calendar days of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected.

Section 7.02. Notice of Default. The Borrower shall give the State prompt notice of the occurrence of any Event of Default referred to in Section 7.01(d) of this Agreement and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 7.03. Remedies on Default. Whenever an Event of Default referred to in Section 7.01 of this Agreement shall have occurred and be continuing, the State shall have the right to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Loan Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Borrower under this Agreement, including, without limitation:

- (a) declaring all Loan Repayments and all other amounts due under this Loan Agreement to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand,
- (b) appointment of a receiver,
- (c) refusal to disburse any Loan proceeds,
- (d) barring the Borrower from applying for future OTIF assistance, or
- (e) withholding other State of Oregon funds, including but not limited to, the Borrower's apportionment of State Highway Fund revenues due under ORS 366.785 to 366.820, to the extent permitted by Section 2.10.

Section 7.04. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys. The Borrower shall, on demand, pay to the State reasonable expenses incurred by the State in the collection of Loan Repayments.

Section 7.05. Application of Moneys. Except as otherwise provided in another provision of this Loan Agreement, any moneys collected by the State pursuant to Section 7.03 of this Agreement shall be applied in the following order:

- (a) to pay any attorney fees, or other fees, costs and expenses incurred by the State,
- (b) to pay interest due and payable on the Loan, and
- (c) to pay principal due and payable on the Loan.

Section 7.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the State to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.07. Retention of State's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions of this Agreement, or anything else to the contrary contained in this Agreement, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower to the State pursuant to Sections 2.05, 2.08 and 7.04 hereof.

Section 7.08. Default by the State. In the event of any default by the State under any covenant, agreement or obligation of this Loan Agreement, the Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the State hereunder as may be necessary or appropriate.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. All notices permitted or required under this Agreement shall be given in writing by personal delivery, email or mail, to the Borrower or the State, as the case may be, at the addresses or numbers set forth below or at such other address or number of which such party shall have notified in writing the other party:

If to the State:	Oregon Department of Transportation Financial Services Attention: OTIF Program Manager 355 Capitol Street NE Salem, Oregon 97301-3872
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OTIF-0079

Email: Cindy.L.Lesmeister@odot.oregon.gov and
ODOTDebtMgt@odot.oregon.gov
Telephone: (503) 983-1935

If to the Borrower: City of Sherwood
22560 SW Pine Street
Sherwood Oregon 97140
Attn: Eric Rutledge
Email: rutledgee@sherwoodoregon.gov
Telephone: (503) 625-4242

Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice delivered by email shall be deemed to be given when the recipient acknowledges receipt of the email.

Section 8.02. Successors and Assigns; No Third Party Beneficiaries.

(a) This Loan Agreement shall inure to the benefit of and shall be binding upon the State and the Borrower and their respective successors and assigns.

(b) The State and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce its terms. Nothing in this Loan Agreement gives or provides any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Loan Agreement and expressly described as intended beneficiaries of the terms of this Loan Agreement.

Section 8.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 8.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the State and the Borrower. This Loan Agreement may not be amended, supplemented or modified in a manner that is not in compliance with the Act or the Rules.

Section 8.05. Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the

State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 8.05(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 8.06. Loan not an Obligation of the United States of America. The covenants, agreements and obligations of the State contained in this Loan Agreement shall not be construed to be covenants, agreements or obligations of the United States of America.

Section 8.07. Headings. The Section headings in this Loan Agreement are intended to be for reference purposes only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 8.08. No Construction against Drafter. Both parties acknowledge that they have each had the opportunity to obtain the advice of counsel in connection with, and the transactions contemplated by, this Loan Agreement and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter.

Section 8.09. Merger; No Waiver. This Loan Agreement and attached exhibits (that are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Loan Agreement. No waiver of any provision of this Loan Agreement or consent shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Loan Agreement shall not constitute a waiver by the State of that or any other provision.

Section 8.10. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the State and the Borrower have caused this Loan Agreement to be executed and delivered as of the date first above written.

OTIF-0079

STATE OF OREGON, acting by and through its Department of Transportation

Daniel Porter, Budget, Economic & Debt Services Manager (Date)

Borrower

Signature (Date)

Printed Name and Title

Exhibits:

- Exhibit A: Project Description
- Exhibit B: Approved Project Budget
- Exhibit C: Form of Promissory Note
(with Attachment A: Repayment Schedule)
- Exhibit D: Form of Payment Requisition

Exhibit A to Loan Agreement

Project Description

Borrower: City of Sherwood

Project Need - The City of Sherwood is planning to construct a new east-west collector roadway (SW Ice Age Drive) between SW Oregon Street and SW 124th Avenue within the City's Tonquin Employment Area (TEA). The TEA is an approximately 300-acre employment area within the larger Tualatin-Sherwood industrial corridor. Since 2019, the Tonquin Employment Area has experienced rapid growth and has added over 1 million square feet of new flex industrial space. SW Ice Age Dr. is the primary east-west collector within the TEA.

SW Ice Age Dr. is intended to serve new businesses in the Tonquin Employment Area and serves as an east-west alternative to SW Tualatin-Sherwood Rd. When constructed, the road will provide direct access to SW 124th Avenue for more convenient access to Interstate 5. Construction of the roadway will also provide street access to landlocked properties within TEA, opening up new opportunities for employment related development.

Scope of Work - the scope includes a new collector roadway including sidewalks and landscaping. The roadway project will also provide City water, storm sewer and sanitary sewer service to the parcels within TEA, construct a regional water quality facility and include installation of underground dry utilities (power and communications).

The proposed roadway alignment will tie in with the roadway segment currently being constructed in conjunction with the Willamette Water Supply development at the intersection of SW 124th Avenue / Ice Age Drive-Blake Street, on the east end of the project limits. The west terminus along SW Oregon Street will align with an existing private driveway to 21389 SW Oregon Street that is just north of Allied Systems, as determined by an Access Management Plan led by the City in 2021.

To facilitate project construction, the City has already relocated a Kinder Morgan fuel pipeline that was in conflict with the roadway alignment.

Exhibit B to Loan Agreement

Approved Project Budget

Borrower: City of Sherwood

	Estimated Project Amounts	Amount to be funded through OTIB Loan
Preliminary Engineering	\$1,275,000	\$
Construction	\$18,267,900	\$4,950,000
Land Acquisition & Site Preparation	\$1,770,900	
Contingency	Included under construction	
Loan Fees (1% of Loan)	\$50,000	\$50,000
Other: City Staff Time, Gas Line Relocation (previous work)	\$1,097,268	
Total	\$22,461,068	\$5,000,000

Exhibit C to Loan Agreement

Form of Promissory Note

PROMISSORY NOTE

\$5,000,000

For value received, the City of Sherwood (hereinafter "Borrower") unconditionally promises to pay to the State of Oregon, acting by and through its Department of Transportation (hereinafter "State"), or order, at 355 Capitol St. NE, Salem, OR 97301-3871 or such other place as the State may designate in writing, the principal sum of Five Million Dollars (\$5,000,000), or so much thereof as is disbursed and not repaid, plus interest from the date of disbursement on the unpaid principal balance until paid. Any capitalized terms not defined in this Note have the meanings assigned to such terms in OTIB Loan agreement OTIF-0079 between the State and Borrower (as amended from time to time the "Loan Agreement").

Interest shall accrue on the unpaid principal balance at the rate of Three and 64/100 percent (3.64%) per annum and shall be computed on the basis of a 360-day year, consisting of twelve (12), thirty (30) day months.

Principal and interest shall be payable at the times and in the amounts specified in Attachment A to Promissory Note: Repayment Schedule (attached to this Note and by this reference made a part hereof), and the outstanding principal balance of the Note, together with accrued unpaid interest, shall be due and payable on the Maturity Date. Each payment made by the Borrower under this Note shall be applied first to the State's expenses (if any) and any fees due, then to interest due, and then to the principal of the Loan unless the Loan Agreement provides otherwise.

This Note is given to avoid the execution by the Borrower of an individual note for each advance by the State to the Borrower. In consideration thereof, the Borrower agrees that the State's record entries of transactions pursuant to this Note, shall be conclusive evidence of borrowings and payments made pursuant to this Note, absent manifest error.

In the event that the Borrower receives written notification from the State that payments made pursuant to the Loan Agreement have been assigned, all payments hereunder shall be made directly to the assignee pursuant to such assignment.

If an Event of Default occurs, the outstanding balance under this Note, including principal, interest and other charges, if any, shall, at the option of the State, become immediately due and payable. Presentment, demand, protest, and notice of dishonor, protest and nonpayment are waived by the Borrower.

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To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys. The Borrower shall, on demand, pay to the State its reasonable expenses incurred in the collection of Loan payments.

The terms, provisions and covenants contained in this Note shall apply to, inure to the benefit of, and bind the parties hereto and their respective successors and assigns.

This Note shall be governed by and construed in accordance with the laws of the State of Oregon (without giving effect to its conflicts of law principles).

This Note is subject to the terms and conditions of the Loan Agreement. The indebtedness evidenced by this Note is secured by the collateral described in the Loan Agreement.

NOTICE TO BORROWER

DO NOT SIGN THIS NOTE BEFORE YOU READ IT.

By: _____

Name & Title (print): _____

Attachment A to Promissory Note

Repayment Schedule

Borrower: City of Sherwood

Payment Due Date:	Amount Due:
September 1, 2025, and every September 1 through September 1, 2027	Any unpaid accrued interest
March 1, 2026, and every March 1 through March 1, 2028	Any unpaid accrued interest
September 1, 2028, and the first of each September and March thereafter	\$144,759
Maturity Date – March 1, 2056	The remaining principal and interest due on the Loan

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Exhibit D to Loan Agreement

Form of Payment Requisition

TO: Oregon Transportation Infrastructure Bank
Oregon Department of Transportation
355 Capitol St. NE, MS #21
Salem, Oregon 97301-3871

RE: Oregon Transportation Infrastructure Fund, Loan Number OTIF-0079

On behalf of City of Sherwood, I request that the Oregon Transportation Infrastructure Fund (OTIF) disburse to the following payees the following amounts from the account established in the OTIF for this loan:

[Insert Payee]

[Insert Amount]

The foregoing disbursements are all for Costs of the Project as such term is defined in, and which are permitted under, the Loan Agreement. I have attached all necessary documentation as required by Section 4.02(a)(v) of the Loan Agreement. No Event of Default has occurred or is continuing under the Loan Agreement.

DATED this _____ day of _____, _____.

By: _____
Authorized Officer

Attachments

TO: Sherwood City Council

FROM: Rich Sattler, Interim Public Works Director and David Bodway, Finance Director
Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: **Resolution 2025-017, Authorizing the City Manager to enter into an Intergovernmental Agreement with Clean Water Services for the Construction of the Brookman Trunk Sewer Extension project**

Issue:

Shall the City Council authorize the City Manager to enter into an Intergovernmental Agreement (IGA) with Clean Water Services (CWS) for Construction of the Brookman Trunk Sewer Extension project?

Background:

The Brookman Trunk Sewer Extension project is an identified project within the city's 5-year Capital Improvement Plan (CIP) and endorsed by the CWS Capital Improvement Prioritization Committee. The project is necessary to support Sherwood's continued growth and development in the Brookman area, the future Sherwood West master planning area and to provide gravity sewer to the High School, which is using a temporary pump station.

The Project consists of extending the Brookman Sanitary Sewer Trunk approximately 9,800 linear feet and installing 34 maintenance holes and trenchless crossings of the Union Pacific Railroad and Highway 99W. The sewer depths run from about 3 feet to 40 feet deep. The sewer will be constructed within right of ways and easements following Cedar and Goose creeks. It is anticipated for the project to be completed within a 2-year timeframe. The Project location is shown on the map in Exhibit A.

Financial Impacts:

The IGA has identified various segment cost sharing percentages, represented in Exhibit B-Financial Obligation of Parties. The Brookman Sanitary Sewer Truck project is estimated to cost \$12.9 million dollars. Sherwood's share of the overall project is 40% or an estimated \$5.16 million dollars.

Upon completion of the project, Sherwood will reimburse CWS \$1.9 million dollars with the remaining portion of the cost paid over the next 20 years or as System Development Charges (SDC) are collected.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2025-017, Authorizing the City Manager to enter into an Intergovernmental Agreement with Clean Water Services for the Construction of the Brookman Trunk Sewer Extension project.



RESOLUTION 2025-017

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH CLEAN WATER SERVICES FOR THE CONSTRUCTION OF THE BROOKMAN TRUNK
SEWER EXTENSION PROJECT**

WHEREAS, the Brookman Trunk Sewer Extension project will extend sewer service to support continued growth and development in the Brookman area, the future Sherwood West master planning area and to provide gravity sewer service to the High School; and

WHEREAS, the Brookman Trunk Sewer Extension project is identified in the city's 5-year Capital Improvement Plan; and

WHEREAS, the IGA between the City and CWS allows the use of CWS Regional Funds for the design and construction of the Brookman Trunk Sewer Extension project; and

WHEREAS, the proposed IGA with CWS, attached as Exhibit 1 to this resolution, provides the financial support and terms to complete the needed project; and

WHEREAS, the project is a benefit to the City.

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

Section 1. The City Council authorized the City Manager to execute an intergovernmental agreement with Clean Water Services in a form substantially similar to the attached Exhibit 1 and to take such other action as may be necessary to finalize and approve said agreement.

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

Duly passed by the City Council this 18th of March 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF SHERWOOD AND
CLEAN WATER SERVICES FOR CONSTRUCTION OF THE BROOKMAN TRUNK
SEWER EXTENSION PROJECT NO. 6966**

This Agreement, dated _____, is between Clean Water Services (District) a county service district organized under ORS Chapter 451 and the City of Sherwood (City) an Oregon Municipality.

A. RECITALS

1. ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.
2. District is undertaking the Brookman Trunk Sewer Extension No. 6966 (Project) located in portions of the City to extend the sewer line.
3. The project benefits the City by expanding sewer access that is not currently available in parts of the city and the urban growth boundary that are within the City's Urban Planning Area (UPAA).
4. City has agreed to participate in the Project along with the District.

NOW, THEREFORE, the parties agree as follows:

A. PROJECT DESCRIPTION

The Project consists of extending the Brookman Sanitary Sewer Trunk approximately 9,800 linear feet and installing 34 maintenance holes and trenchless crossings of the Union Pacific Railroad and Highway 99W. The sewer depths run from about 3 feet to 40 feet deep. The sewer will be constructed within rights of way and easements following Cedar and Goose creeks. The Project location is shown on the map in Exhibit A. The Capital Improvement Prioritization Committee has endorsed this project.

B. DEFINITIONS

1. Capital Improvement Program Prioritization Committee – This Committee has been established by District and the partner cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tigard, Tualatin, and Sherwood.
2. Financial Partner – City will assume this role, primarily to fund a portion of the Project.

3. Managing Partner –District will assume this role, primarily to administer the Project.

C. DISTRICT OBLIGATIONS

1. District will manage the design and implementation of Project including but not limited to the following tasks:
 - a. Prepare and administer all design and construction contracts and bid documents, advertise for bids, and select a construction contractor for the Project.
 - b. Provide any required notice and communicate with the neighborhood and property owners within the Project limits. Respond to public calls arising from work being completed under this Agreement.
 - c. Construct the Project and provide construction inspection and management services for the Project.
 - d. Make all required payments to the construction contractor.
2. District will acquire all easements required for the Project.
3. District will pay all Project costs up front to be later reimbursed by City for City's portion of costs as described in Exhibit B.
4. District will follow principles of UPAA.
5. District will provide all regional funding allocated to project.
6. District will service and maintain all portions of Project in unincorporated areas of Project unless agreed upon differently in accordance with the operating IGA between the City and District.
7. District will take the lead in coordinating public involvement related to the Project in partnership with City.
8. District will assign Doug Gresham as District's project manager.

D. CITY OBLIGATIONS

1. City will make payments to District in the manner identified in Exhibit B.
2. City will provide all easements necessary at no monetary cost to complete the Project on City owned land within the Project.
3. City will partner with District in Project development, review and approval of the Project including but not limited to the following tasks:

- a. Review the plans and specifications for the Project and provide Managing Partner with written comments or approval within 10 days of receiving them.
 - b. Have the right to approve the final acceptance of the Project after construction.
4. City will partner in public involvement with District.
5. City will service and assume maintenance of portions of Project transferred by District to City.
6. City will assign Jason Waters as City's project manager.

G. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until the Project is complete and the parties' obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
 - a. Proposed changes of scope during the Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be approved by the Managing Partner without further approval.
 - b. The project is currently scheduled to commence in 2025. If the schedule is changed, the parties may desire to review and amend this Agreement.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties.
5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving parties of the right in the future.
6. Third Party Beneficiaries. District and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether

directly, indirectly or otherwise, to third person unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

7. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riots Acts of God, war, or any other cause beyond either party's reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performances of its obligations under this Agreement.
8. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
9. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Agreement), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non-prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.
10. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's Chief Executive Officer will attempt to resolve the issue. If the City Manager and District's Chief Executive Officer are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
11. Interpretation of Agreement.
 - a. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - b. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
12. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

13. Approval Required. This Agreement and all amendments, modifications, or waivers of any portion thereof shall not be effective until approved by District's Chief Executive Officer or the Chief Executive Officer's designee and when required by applicable District rules or District's Board of Directors.
14. Choice of Law/Venue. This Agreement and all rights, obligations, and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.
15. Signatures. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of District and City, respectively.

CLEAN WATER SERVICES

CITY OF SHERWOOD, OREGON

By: _____
Chief Executive Officer or Designee

By: _____
City Manager or Designee

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Counsel

Exhibit A Project Location Map

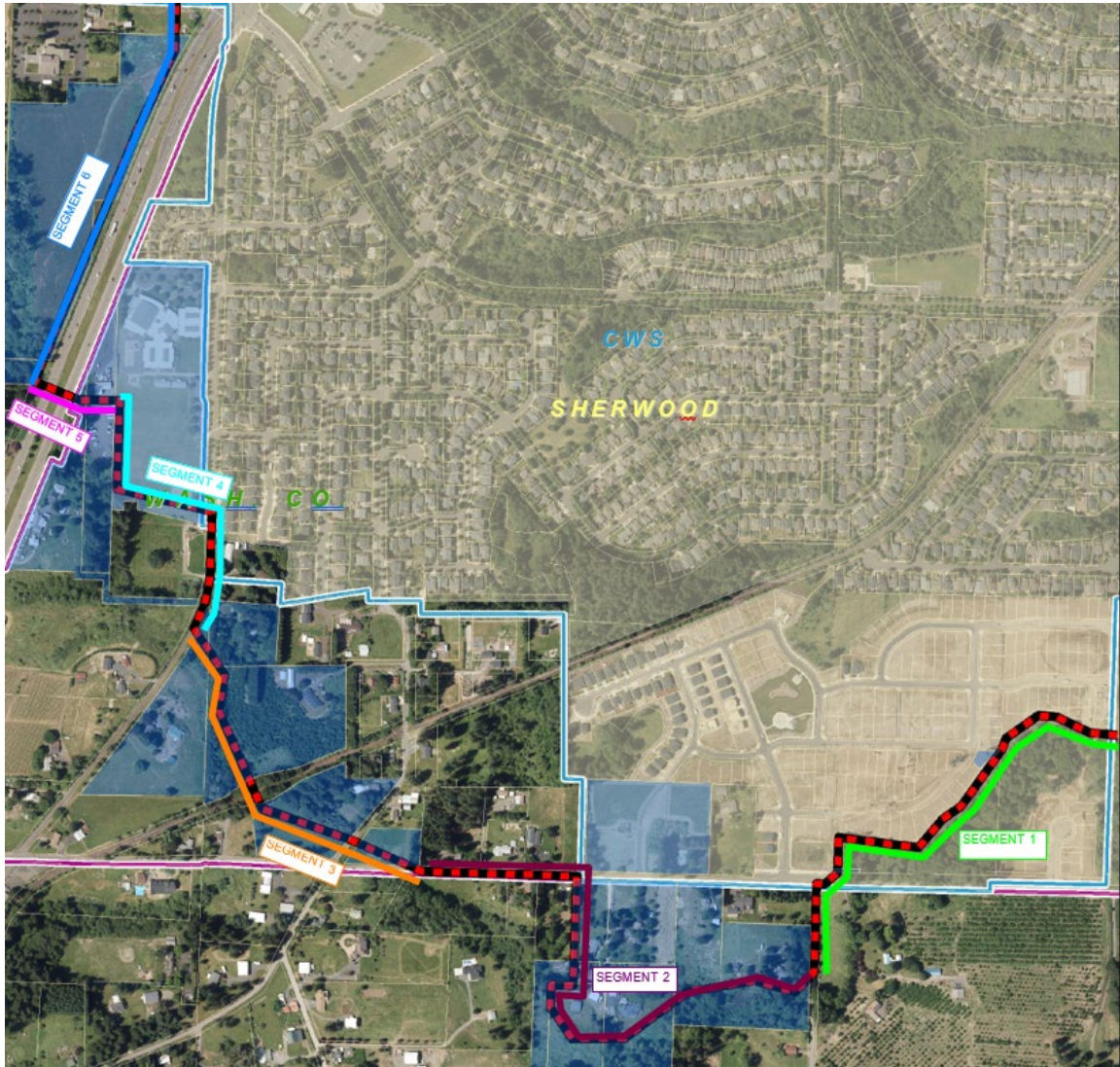


EXHIBIT B FINANCIAL OBLIGATIONS OF PARTIES

I. DISTRICT FINANCIAL OBLIGATIONS:

- a. District will pay for all Project costs up front.
- b. District will share the financial costs in the manner described in Section III of this Exhibit B. District is responsible for all Regional SDC costs.

II. CITY FINANCIAL OBLIGATIONS:

- a. City will share the financial costs in the manner described in Section III of this Exhibit B. City is responsible for all Local Cost.

III. PROJECT COST DETAIL:

Upon completion of the project and reconciliation of the total cost of each segment, the cost of each segment will be distributed between the parties as described in the following table. Each party agrees to participate in reconciliation.

Cost Share by Segment

Segment #	Regional SDC (Oversize)	Regional SDC (Extraordinary)	Local Cost 12-inch equivalent (Outside current city limits)	Local Cost 12-inch equivalent (Inside current city limits)
Segment #1 → (1,230 LF – 21")	6%			94%
Segment #2 → (2,471 LF – 21")		100%		
Segment #3 → (2,829 LF - 18" & 21")	12%	40%	48%	
Segment #4 → (983 LF - 18")	18%			82%
Segment #5 → (392 LF – 18")	2%	90%	8%	
Segment #6 → (1895 LF – 12")		52%	48%	

IV. CITY REIMBURSEMENT SCHEDULE

City will reimburse District pursuant to the Schedule described below:

- 1) City will pay the calculated amount of its local share for segments 1 and 4 upon substantial project completion.
- 2) City will collect and transfer to District all local System Development Charges (SDC's) charged in the area subject to a local SDC for this project monthly as connections are made.
- 3) Interest shall accrue and compound annually on all unpaid city financial obligations at the Oregon Bond Interest Rate in effect on the date of substantial project completion.

EXHIBIT B
FINANCIAL OBLIGATIONS OF PARTIES

- 4) Notwithstanding any other provision in this Agreement, City will pay a lump sum to District of any outstanding financial obligations owed pursuant to this agreement plus interest, no later than 20 years after the commencement of this Agreement.

TO: Sherwood City Council

FROM: Sebastian Tapia, Interim City Attorney

SUBJECT: **Ordinance 2025-001**, Amending Sherwood Municipal Codes 8.04 and 10.08 and removing 9.60 regarding Ticketing and Towing Vehicles

Issue:

Shall the City Council amend Sherwood's code regarding ticketing and towing of vehicles?

Background:

Council met on March 18, 2025 and April 1, 2025 to consider amendments to Sherwood Municipal Code, Chapters 8.04, 9.60 and 10.08, relating to ticketing and towing of vehicles to make them more workable for enforcement and to better target the types of situations where enforcement is warranted. In particular, the Sherwood Police Department had concerns that the current language was outdated and unclear; that it provides very limited circumstances when an immediate tow is authorized; that it does not provide flexibility to address temporary restrictions when City events cause certain streets to be closed.

In response to the Sherwood Police Department's concerns, the City Attorney's Office performed a comprehensive review of the existing language, relevant caselaw authority, as well as surveying other City's parking codes. Staff proposes the attached amendments to Chapters 8.04 and 10.08 and removal of Chapter 9.60. Staff recommends removing Chapter 9.60 because an inventory policy exists in the Sherwood Police Policy Manual. Having the policy in two places introduces the possibility that they may not be identical, which in turn increases the likelihood that an inventory will be performed incorrectly and thereby cause critical evidence to be excluded in a criminal trial.

A final version of the codes, if adopted, is attached as Exhibit A to the ordinance. A redline version showing the proposed changes is attached as Exhibit 1 to this staff report.

Financial Impacts:

No financial impacts are anticipated through adoption of this ordinance, other than costs associated with codification.

Recommendation:

Staff respectfully recommends the City Council hold a public hearing and consider adopting Ordinance 2025-001, Amending Sherwood Municipal Codes 8.04 and 10.08 and removing 9.60 regarding Ticketing and Towing Vehicles.

Attachments:

Exhibit 1 – Redline Changes to the Current Code Language

8.04.020 - Definitions.

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

"Abandoned" or "abandoned vehicle" means a vehicle left in the same location, ~~or within a five hundred foot radius of its earlier position,~~ for more than forty-eight (48) hours, when one or more of the following conditions exist:

1. The vehicle has expired, cancelled, altered, or missing license plates or tags;
2. The vehicle appears to be inoperative or disabled; or
3. The vehicle appears to be wrecked, partially dismantled, or junked.

"City" means the City of Sherwood.

"Costs" means the expense of removing, storing and selling an impounded vehicle.

"Hazardous" or "hazardous vehicle" means a vehicle left in a location or condition such as to constitute an immediate threat to public safety, the environment, or safety of vehicular or pedestrian traffic, or in a manner prohibited by SMC 8.04.040.

"Law enforcement officer" is a law enforcement officer of the city or other city employee authorized to enforce this chapter.

"Owner" means any individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, of ownership or any interest, legal or equitable, in a vehicle.

"Stored" or "stored vehicle" means a vehicle that has remained in the same location or within a five hundred-foot radius of its earlier position for more than one hundred twenty (120) hours.

"Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, except devices used exclusively upon stationary rails or tracts.

8.04.030 - Abandoned vehicles-Offense.

- A. A person commits the offense of abandoning a vehicle if a vehicle which the person owns, as shown in the records of the department of motor vehicles, is abandoned on any public right-of-way or on public property of the city.

~~B. The offense The civil penalty associated with this violation is listed in the City's fee schedule. described in this section is a Class B violation.~~

8.04.035 - Stored vehicles-Offense.

A. A person commits the offense of storing a vehicle if a vehicle which the person owns, as shown in the records of the department of motor vehicles, is stored on any public right-of-way or on public property of the city.

B. The civil penalty associated with this violation is listed in the City's fee schedule.

8.04.040 - Hazardous vehicles-Offense.

A. No person shall park or leave standing a motor vehicle of any kind as follows-cause:

1. Blocking a driveway;

2. Obstructing a fire lane;

4-3. Causing a motor A vehicle to block, impede, or interfere with the vision or normal flow of vehicular, bicycle, or pedestrian traffic on public streets or sidewalks;

2-4. A-Parking a motor vehicle on a City street when the vehicle -to-poses an immediate danger to the public or environmental safety;

3-5. A vehicle to be parked Parking a motor vehicle or left-leaving a motor vehicle standing on a street, public parking lot, or other area where immediate access is or could be needed, in the event of an emergency, by emergency services personnel or their equipment; or

6. A vehicle to block, be parked, or left standing Blocking, parking or leaving a motor vehicle standing- within ten feet of a fire hydrant.

4-7. Parking a motor vehicle on a City street within any area marked as a loading zone other than for the purpose of loading or unloading.

B. The civil penalty associated with this violation is listed in the City's fee schedule.

~~B. The offense described in this section is a class B violation.~~

C. The owner of the hazardous vehicle, as shown by the records of the department of motor vehicles, shall be responsible for the hazardous condition of the vehicle.

8.04.050 - Removal of vehicles without notice.

A vehicle may be removed without prior notice when:

A. The vehicle is a hazardous vehicle;

B. A law enforcement officer reasonably believes the vehicle is stolen;

C. A law enforcement officer reasonably believes that the vehicle or its contents constitute evidence of any offense a crime and, if such removal is reasonably necessary to obtain or preserve such evidence;

G-D. An unattended vehicle is found illegally parked, and the vehicle's registration has been expired for a year or longer. ~~has no current registration stickers;~~

E. A law enforcement officer reasonably believes that the person in possession of the vehicle has committed ~~one or more of the following offenses:~~ of:

1. Criminal driving while suspended or revoked in violation of ORS 811.182 and the location of the parked vehicle jeopardizes public safety or the efficient movement of traffic; or
- ~~1. Driving while under the influence of intoxicants in violation of ORS 813.010 and the location of the parked vehicle jeopardizes public safety or the efficient movement of traffic;~~
- ~~2. Driving while uninsured in violation of ORS 806.010;~~
- ~~3. Driving while suspended or revoked in violation of ORS 811.175 or 811.182;~~
- ~~2. Driving while under the influence of intoxicants in violation of ORS 813.010;~~

~~D.F.~~ The vehicle is parked in violation of 10.08.020(C), 10.08.040, or 10.08.060(A)-(F).

8.04.060 - ~~Removal of vehicles after notice~~Impoundment. Notice prior to removal.

- A. A vehicle may be removed after a law enforcement officer provides notice as set forth in this section if the vehicle is abandoned or stored, or in violation of 10.08.20(A),(B) or 10.08.030.
- B. The law enforcement officer shall provide notice and an explanation of procedures available for obtaining a hearing. ~~Notice shall be given by~~ At least seventy-two (72) hours before removal, the city shall by affixing a notice to the vehicle with the required information. ~~The notice shall be affixed to the vehicle at least forty-eight (48) hours before taking the vehicle into custody.~~
- C. The notice must contain the following:
 1. The current location of the vehicle;
 2. The date and earliest time the vehicle will be towed;
 - ~~4.3.~~ 3. The ordinance violated and under which the vehicle will be removed;
 - ~~2.4.~~ 4. The place where the vehicle will be held in custody or the telephone number and address of the police department that will provide the information;
 - ~~3.5.~~ 5. That the vehicle, if taken into custody and removed, will be subject to towing and storage charges and that a lien will attach to the vehicle and its contents;
 - ~~4.6.~~ 6. That the vehicle will be sold to satisfy the costs of towing and storage if the charges are not paid;
 - ~~5.7.~~ 7. That the owner, possessor, or person having an interest in the vehicle is entitled to a hearing, before the vehicle is impounded, to contest the proposed custody and removal, if a hearing is timely requested; and
 - ~~6.8.~~ 8. The time within which a hearing must be requested and the method for requesting a hearing.

8.04.070 - Impoundment. Notice after removal.

- A. If the city removes a vehicle, the city shall provide, by certified mail, within two business days

after the removal, notice with an explanation of procedures available for obtaining a hearing to the owner(s) of the vehicle and any lessors or security interest holders as shown in the records of the department of motor vehicles. The notice shall state that the vehicle has been removed and shall give the location of the vehicle and describe procedures for the release of the vehicle and for obtaining a hearing.

B. If the person(s) required to be provided notice under subsection A cannot be located in the records of the department of motor vehicles, whether because the vehicle lacks necessary identifying information, is not registered with the department of motor vehicles, or otherwise, the city shall make reasonable efforts to provide such notice, which ~~may~~ includes posting of notice in the area in which the vehicle was located prior to removal and at least one public location.

B.C. If a vehicle is towed pursuant to 08.04.050(E), the driver must be given the opportunity to call a legal driver to retrieve the vehicle. If a legal driver is not reached before the driver is lodged with the jail, the arrested person shall personally receive notice, as required below.

C.D. ~~Any Notice~~ notice given under this section shall state all of the following:

1. That the vehicle has been removed by the city;
2. The ordinance violated and under which the vehicle was removed;
3. The place where the vehicle is being held in custody or the telephone number and address of the appropriate authority that will provide the information;
4. That the vehicle is subject to towing and storage charges, the amount of the charges that have accrued to the date of the notice and the daily storage charges;
5. That the vehicle and its contents are subject to lien for payment of the towing and storage charges and that the vehicle and its contents may be sold by the City of Sherwood or the towing and storage facility where the vehicle is located to cover the charges if the charges are not paid within fifteen (15) calendar days;
6. That the owner, possessor, or person having interest in the vehicle and its contents is entitled to a prompt hearing to contest the validity of removing it and to contest the reasonableness of the charges for towing and storage if a hearing is timely requested;
7. That a hearing to contest the validity of the tow must be requested not more than five business days after the mailing date of the notice and the method for requesting a hearing;
8. That the vehicle and its contents may be immediately reclaimed by complying with the provisions of this chapter for reclaiming a vehicle~~;~~ and setting forth the applicable requirements.

8.04.080 - Release of removed vehicles.

A. A vehicle removed under this chapter may be held until a person entitled to lawful possession of

the vehicle complies with the conditions for release or the vehicle is ordered released by a court having jurisdiction over the matter. The person recovering the vehicle must also submit proof of their ownership or right to possess the vehicle.

~~B. A vehicle removed under this Chapter shall be released to a person entitled to lawful possession upon compliance with the following:~~

- ~~1. Submission to the police department of proof of ownership or right to possession;~~
- ~~2. Submission to the police department of proof that a person with valid driving privileges will be operating the vehicle;~~
- ~~3. If the vehicle was removed pursuant to SMC 8.04.050.C or D, submission to the police department of proof that the vehicle no longer constitutes evidence of any offense, or that the department no longer needs to preserve such evidence through possession of the vehicle;~~
- ~~4. Submission to the police department of proof of compliance with financial responsibility requirements for the vehicle;~~
- ~~5. Payment to the police department of an administrative fee determined by the city to be sufficient to recover its administrative costs; and~~
- ~~6. Payment of any reasonable towing and storage charges.~~

E.B. Each person who obtains release of a removed vehicle shall sign a copy of the receipt issued, indicating that they have received notice of their right to a hearing.

D.C. A person shall have a lien on a vehicle and its contents if the person, at the request of the city, tows a vehicle. A lien established under this subsection shall be on the vehicle and its contents for the just and reasonable charges for the towing service performed and any storage provided. The lien shall be subject to the provisions for liens under ORS 98.812(3). The person holding the lien may retain possession of the vehicle and contents until the charges on which the lien is based are paid. A lien described under this subsection does not attach to the contents of any vehicle taken from public property until 15 calendar days after removing the vehicle.

E.D. If a vehicle removed under this chapter is not claimed within 30 calendar days after removal, it shall be disposed of as authorized by ORS 819.210 to 819.~~260~~215.

8.04.090 - Hearing to contest validity of removal.

A person provided notice under this chapter, or any other person who reasonably appears to have an interest in the vehicle, may request a hearing under this section to contest the validity of the removal or the proposed removal by submitting a request for hearing with the municipal court not more than five business days after the mailing date of the notice. A request for hearing shall be in writing and shall state grounds upon which the person requesting the hearing believes that the removal of the vehicle is not justified. A hearing under this section shall comply with all of the following:

- A. If the city proposes to remove a vehicle and receives a request for hearing before the vehicle is

removed, the vehicle shall not be removed unless it constitutes a hazard.

- B. The municipal court shall ~~set a time for have~~ a hearing within ~~seven-three~~ business days after receipt of ~~the a~~ request to contest the validity of a tow and shall provide notice of the hearing to the person requesting the hearing and to the owner(s) of the vehicle and any lessors or security interest holders shown in the records of the department of motor vehicles, if not the same as the person requesting the hearing, and to the city attorney's office. Business days shall not be calculated to include City of Sherwood recognized holidays. The Sherwood Municipal Court is authorized to conduct these hearings by live streaming video.
- C. If the municipal court finds, after a hearing and by substantial evidence on the record, that the removal of a vehicle was or would be:
1. Invalid, the municipal court shall order the immediate release of the vehicle to the owner or person with right to possession. If the vehicle is released under this subsection, the person to whom the vehicle is released is not liable for any towing or storage charges accruing prior to the order of the municipal court. If the person has already paid such towing and storage charges on the vehicle, the city shall reimburse the person for the charges. The person shall be liable for any additional storage charges incurred after the order. New storage charges for the vehicle will not start to accrue until twenty-four (24) hours after the issuance of the order. If the vehicle has not yet been removed, the city shall not remove the vehicle.
 2. Valid, the municipal court shall order the vehicle to be held in custody until the costs of the hearing are paid by the person claiming the vehicle, and the person claiming the vehicle otherwise complies with SMC 8.04.080. If the vehicle has not yet been removed, the city shall order its removal.
- D. If the person requesting the hearing does not appear at the hearing, the municipal court may enter an order finding the removal to be valid and any applicable charges to be reasonable.
- E. A person who fails to appear at a hearing under this section is not entitled to another hearing on the same matter unless the person provides reasons satisfactory to the municipal court for the person's failure to appear.
- F. The city is only required to provide one hearing under this section for each time the city removes a vehicle or proposes to do so.
- G. A hearing under this section may be used to determine the reasonableness of the charges for towing and storage of a vehicle. Towing and storage charges, set by law, ordinance, or rule, or that comply with law, ordinance, or rule, shall be deemed reasonable for purposes of this chapter. If the reasonableness of charges for towing and storage of a vehicle are contested through a hearing under this section, the municipal court shall enter an order setting forth the amount of towing and storage charges the court has determined to be reasonable.
- H. The municipal court shall provide a written statement of the results of the hearing to the

person requesting the hearing and to the city attorney's office.

- I. The action of the municipal court is final and no appeal can be taken from it.

~~Chapter 9.60—INVENTORY PROCEDURES~~

~~9.60.010—Purpose.~~

~~This chapter sets out the process for conducting an inventory of personal property found in a lawfully impounded vehicle as well as to the personal property in the possession of a person in police custody. It is not be interpreted to affect any other statutory or constitutional right(s) that police officers may employ to search persons or search or seize possessions for any other purpose.~~

~~(Ord. 07-005 § 1 (part))~~

~~9.60.020—Definitions.~~

~~For the purpose of this chapter, the following definitions shall apply:~~

~~"Closed container" means a container whose contents are not exposed to view.~~

~~"Open container" means a container which is unsecured or incompletely secured in such a fashion that the container's contents are exposed to view.~~

~~"Police custody" means:~~

- ~~1. The imposition of restraint as a result of an arrest as that term is defined at ORS 133.005(1);~~
~~or~~
- ~~2. The imposition of actual or constructive restraint by a police officer pursuant to a court order;~~
~~or~~
- ~~3. The imposition of actual or constructive restraint by a police officer pursuant to ORS Chapter 426; or~~
- ~~4. The imposition of actual or constructive restraint by a police officer for purposes of taking the restrained person to an approved facility for the involuntary confinement of persons pursuant to Oregon law.~~

~~"Police officer" means any officer of the Sherwood police department.~~

~~"Valuable" means:~~

- ~~1. Cash money of an aggregate amount of fifty dollars (\$50.00) or more; or~~
- ~~2. Individual items of personal property with a value of over five hundred dollars (\$500.00).~~

~~(Ord. 07-005 § 1 (part))~~

~~9.60.030—Inventories of impounded vehicles.~~

- ~~A. The contents of all vehicles impounded by a police officer will be inventoried. The inventory shall be conducted before constructive custody of the vehicle is released to a third-party towing company except under the following circumstances:~~
- ~~1. If there is a reasonable suspicion to believe that the safety of either the police officer(s) or any other person is at risk, a required inventory will be done as soon as safely practical; or~~
 - ~~2. If the vehicle is being impounded for evidentiary purposes in connection with the investigation of a criminal offense, the inventory will be done after such investigation is completed.~~
- ~~B. The inventory of an impounded vehicle is conducted to:~~
- ~~1. Promptly identify personal property to establish accountability and avoid spurious claims as to that property;~~
 - ~~2. Assist in the prevention of theft of property;~~
 - ~~3. Locate toxic, flammable or explosive substances; and~~
 - ~~4. Reduce the danger to persons and property.~~
- ~~C. Inventories of impounded vehicles will be conducted according to the following procedure:~~
- ~~1. An inventory of personal property and the contents of open containers will be conducted throughout the passenger and engine compartments of the vehicle including, but not limited to, accessible areas under or within the dashboard area, in any pockets in the doors or in the back of the front seat, in any console between the seats, under any floor mats and under the seats.~~
 - ~~2. In addition to the passenger and engine compartments as described above, an inventory of personal property and the contents of open containers will also be conducted in the following locations:~~
 - ~~a. Any other type of unlocked compartments that are a part of the vehicle including, but not limited to, unlocked vehicle trunks and unlocked car-top containers; and~~
 - ~~b. Any locked compartments including (but not limited to) locked vehicle trunks, locked hatchbacks and locked car-top containers if either the keys are available to be released with the vehicle to the third-party towing company or an unlocking mechanism for such compartment is available within the vehicle.~~
 - ~~3. Unless otherwise provided in this Chapter 10.30, closed containers located either within the vehicle or any of the vehicle's compartments will not be opened for inventory purposes.~~
 - ~~4. Upon completion of the inventory, the police officer will complete a report as directed by the chief of police.~~
 - ~~5. Any valuables located during the inventory process will be listed on a property receipt. A copy of the property receipt will either be left in the vehicle or tendered to the person in control of the vehicle if such person is present. The valuables will be dealt with in such a~~

~~manner as directed by the chief of police.~~

~~{Ord. 07-005 § 1 (part)}~~

10.08.020 - Prohibited practices.

A. Prohibited display. No person shall park a vehicle on the right-of-way of any highway, or upon any public street or public way within the corporate limits of the city for any of the following purposes:

1. Advertising, selling, or offering merchandise for sale;
2. Displaying such vehicle for sale;
3. Washing, greasing, or repairing such vehicle, except as may be necessitated by emergency;
4. Displaying advertising upon such vehicle; or
5. Storage, junk or dead storage.

It is violation of this section when any of the previous activities occur for any period of more than forty-eight (48) hours, except that this subsection shall be subject to the limits elsewhere prescribed in the motor vehicle code of the city, or as may be prescribed by the Oregon State Motor Vehicle Code.

The civil penalty associated with this violation is listed in the City's fee schedule.

B. Parking ~~Time-time Limit~~limit.

1. It is unlawful for any person to park or stop any vehicle for a longer period of time than that designated by official signs, parking meters, or other markings placed by or under authority of the city of Sherwood. Such parking time limit shall include the aggregate of time of all stopping or standing of the same vehicle in the same lot or on the same side of the street within a space of three hundred (300) lineal feet measured along the curb line and between intersections; and the parking, standing or stopping of any vehicle within such expanse shall not exceed the designated time limit during any ~~threetwenty-four~~-hour period.

2. The civil penalty associated with this violation is listed in the City's fee schedule.

C. No Parking Zone.

1. It is unlawful for a vehicle operator to park a vehicle in violation of the City's "No Parking" restrictions, regardless of whether such restrictions are permanent or temporary. Temporary parking restrictions shall be approved by the city manager and notice shall be provided to the public at the location where a restriction is to be imposed not less than thirty-six (36) hours prior to the restriction. The owner of a vehicle parked in violation of this section shall be liable for the cost of towing and storage of the vehicle.

2. The civil penalty associated with this violation is listed in the City's fee schedule.

10.08.030 - Parking restrictions on certain types of vehicles.

No person shall, at any time, park or leave standing a motor truck, truck tractor, truck trailer, semi-trailer, bus trailer, commercial bus, commercial bus trailer, trailer as defined in this chapter, whether attended or unattended, on any improved public highway, public street, or other public way within the corporate limits of the city for a period greater than thirty (30) minutes, between the hours of 12:01 a.m. and six a.m. Motor homes, travel trailers connected to a motor vehicle and campers mounted on a motor vehicle may be parked on the street for up to ~~two consecutive days~~ (forty-eight (48) hours) if the public street or public way meets the criteria listed below:

- A. Roadways less than thirty-two (32) feet in width posted no parking on one side - recreational parking is allowed on the non posted side. Parked motor homes, travel trailers and campers shall not block adjacent properties' driveway ingress/egress.
- B. Roadways over thirty-two (32) feet in width with parking allowed on either side - RV's must stagger their parking so no two motor homes, travel trailers or campers are parked directly across the street from one another.

The parking of motor homes, travel trailers or campers is prohibited on roadways less than thirty-two (32) feet in width with parking allowed on both sides and prohibited outright on roadways less than twenty-eight (28) feet in width.

The civil penalty associated with this violation is listed in the City's fee schedule.

10.08.040 - Vehicles to be removed from fire scenes.

Whenever the owner or driver of a vehicle discovers that such vehicle is parked immediately in front of, or close to a building to which the fire department has been summoned, he or she shall immediately remove such vehicle from the area unless otherwise directed by police or fire officers.

10.08.050 - Method of parking.

- A. No person having control or charge of a motor vehicle shall allow it to stand on any street unattended without first fully setting its parking brakes, stopping its motor, and removing the ignition key; and, when standing upon an precipitous grade, the front wheels of the vehicle shall be angled into the curb.
- B. No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within twelve (12) inches of the edge of the curb, except where the street is marked or signed for angle parking.

C. Where parking space markings are placed on a street, no person shall stand or park a vehicle other than at the indicated direction and within a single marked space.

D. The civil penalty associated with this violation is listed in the City's fee schedule.

G.E.

~~10.08.060—Prohibited parking or standing.~~

~~No person shall park or leave standing a motor vehicle of any kind or character, whether motorized or not, as follows:~~

~~A. Within ten feet of a fire hydrant;~~

~~B. Within any portion of a crosswalk;~~

~~C. Within any area marked as a loading zone other than for the purpose of loading or unloading cargo.~~

~~(Ord. 04-004 § 1 (Exh. A)(part))~~

10.08.070 - Parking prohibited on certain streets.

~~No person shall park a motor vehicle of any kind, whether motorized or not, on the following designated portions of the following public streets, except as may be necessitated by an emergency:~~

~~At any time:~~

~~On the southeasterly side of 1st Street from the intersection of 1st Street with Park Street to the intersection of 1st Street with Main Street.~~

~~On North Sherwood Blvd. from the intersection of North Sherwood Blvd. with 3rd Street through the intersection of North Sherwood Blvd. with Southwest Pacific Highway (Highway 99W).~~

~~On the southwesterly side of Gleneagle Drive from the intersection of Gleneagle Drive with Southwest Pacific Highway to the intersection of Gleneagle Drive with North Sherwood Boulevard.~~

~~On the northeast side of Northwest Park Street from the intersection of Northwest Park Street with Southwest 1st street to the intersection of Northwest Park Street and Railroad Street.~~

~~On the east side of Roy Street from the intersection of Roy Street and Oregon Street to the intersection of Roy Street and G. & T. Drive.~~

~~On Meinecke Road between the Cedar Creek Bridge and the intersection of Meinecke Road and Lee Drive.~~

~~On the northwest side of Highway 99 West from the point of its intersection with the southeast corner of tax lot 1400, assessor's tax map #2S130D, said lot being more particularly described in instrument recorded in Washington County Deed Records in Book 7800 at page 5379, thence southwest a distance of 305.68 to the southwest corner of said parcel and tax lot.~~

~~On the Southerly side of Willamette Street from its intersection with Washington Street to approximately two hundred sixty (260) feet easterly of its intersection with Lincoln Street.~~

~~On the Northerly side of Willamette Street from its intersection with Highland Drive to approximately two hundred twenty (220) feet Westerly of Lincoln Street.~~

~~On the northeasterly side of Northwest Park Street from Railroad Street to Northwest 2nd Street.~~

~~On the northeasterly side of Northwest Main Street from Railroad Street to Northwest 3rd Street.~~

~~On the northeasterly side of North Pine Street from Railroad Street to Northeast Oregon Street and from the alleyway between Northeast 2nd Street and Northeast 3rd Street to Northeast 3rd Street.~~

~~On the northeasterly side of Northeast Oak St. from Northeast Oregon St. to the end of the curb approximately one hundred fifty (150) feet north of Northeast 2nd Street.~~

~~On the northwesterly side of Northeast Ash Street from Northeast Oregon Street to the end of the curb at approximately one hundred fifty (150) feet northerly of Northeast 1st Street.~~

~~On Northeast Oregon Street from North Pine Street to the railroad crossing.~~

~~On the northwesterly side of Northeast 1st Street from Northwest Park Street to Northwest Main Street and the northwesterly side of Northeast 1st Street from North Pine Street to approximately one hundred (100)-feet easterly of Northeast Ash Street.~~

~~On the southeasterly side of Northwest 2nd Street from Northwest Park Street to North Pine Street.~~

~~On the southeasterly side of Northeast 2nd Street from North Pine Street to Northeast Oak Street and on the northwesterly side of Northeast 2nd Street from Northeast Oak Street to the end of the curb at approximately one hundred fifty (150) feet easterly of Northeast Oak Street.~~

~~On the northwesterly side of Northwest 3rd Street from Northwest Main Street to North Pine Street.~~

~~No parking shall be allowed on the southeasterly side of Northeast 3rd Street from North Pine Street to fifty (50) feet easterly of Pine Street and on the northwesterly side of Northeast 3rd Street.~~

~~Between the hours of eight a.m. and four p.m., on Monday through Saturday, in excess of two hours continuously in any one location on any city street outside of a residential district, as defined by subsection 1 of ORS 801.430.~~

The city may establish residential parking districts (districts) to protect specified residential areas from the effects of spillover parking arising as a result of adjacent commercial, employment or mixed-use or other uses that generate a high demand for parking. Parking by those without a permit may be prohibited, within the following guidelines:

- A. A request for creation of a district shall be initially directed to the city manager, who shall make and then forward a written recommendation to the city council for its review.
- B. When evaluating a district's possible designation or any attribute thereof the city manager may, in assessing whether the general welfare of the city is enhanced or promoting thereby, consider the following factors:
 1. The residential nature within the district;
 2. The volume of traffic and available parking;
 3. The surface width of streets within the proposed district;

4. The relationship between the need for parking space by residents of the proposed district and the need and use of parking space by the public at large; and
 5. The hours of day or night when use of parking within the proposed district is necessary or most convenient.
- C. Any district established by council after review of the city manager's written recommendation shall be done by resolution, clearly defining the boundaries thereof and the hours within which non-permitted parking is to be prohibited.
 - D. The city manager shall cause city approved signs to be installed and thereafter maintained in the district identifying any parking restrictions for non-residents and the exception thereto applicable for the district's permit holders.
 - E. The city manager shall establish and enforce procedures and standards concerning the terms, issuance, denial and revocation of both permanent and temporary permits for use within districts created within the city. Residents of a district may apply for permit(s) from the city manager.

10.08.080 - Disabled persons parking.

The city manager is directed to establish by proper signing and designation, reserved street parking space or spaces, as needed for disabled persons, which parking shall be subject to the rules and regulations of the Oregon Revised Statutes for disabled persons parking.

10.08.090 - Repeat violation procedures.

Any violation of the provisions of this chapter shall be subject to the remedies listed below:

A. Long-term violation

1. First violation - The first violation occurs when the vehicle is ticketed for violating any Sherwood Municipal parking codes or State statutes. Request to move vehicle posted on the vehicle itself. no

2. Second violation - If vehicle is not relocated within a twenty-four (24) hours after the first citation period, a second ticket is issued. The civil penalty associated with this violation is listed in the City's fee schedule. The officer shall affix a notice on the vehicle indicating that if the vehicle is not moved within seventy-two (72) hours, the vehicle will be towed. The notice shall comply with the requirements of SMC 8.04.060. Vehicle is ticketed and there is a seventy-two (72) hour notice to tow. Ticket is for a fine of no less than fifty dollars (\$50.00) or no greater than two hundred fifty dollars (\$250.00) (Class C Violation). Notice to tow shall be provided as for abandoned, discarded, and hazardously located vehicles pursuant to Sherwood Municipal Code Section

8.04.070. If the vehicle is not relocated within the seventy two (72) hour period a third violation action will be taken.

3. Third violation - If the vehicle is not relocated within seventy-two (72) hours following the

notice required in section 2 above, a third ticket is issued. The civil penalty associated with this violation is listed in the City's fee schedule. The vehicle may be immediately towed. Vehicle is ticketed and towed same day. Ticket is for a fine of no less than two hundred dollars (\$200.00) or no greater than five hundred dollars (\$500.00) (Class B Violation). Notice after removal shall be provided ~~as for abandoned, discarded, and hazardously located vehicles~~ pursuant to Sherwood Municipal Code Section 8.04.070. Notice shall ~~be provided~~also state that further violations at this location may result in the vehicle is subject to ticket as a Class A violation and immediate towing if the vehicle is subsequently parked in the same ~~area~~lot, same location, or within three hundred (300) lineal feet of the original location as measured along the curb in either direction.

4. Fourth and subsequent violations - ~~For If~~ the same vehicle is parked in the same ~~area~~lot, or within a three hundred (300) lineal feet measured of the original location, as measured along the curb in either direction, and said fourth or subsequent violation is within 365 days of the third or subsequent violation, ~~these the~~ vehicles will be ticketed and ~~are~~ subject to immediate towing. Ticket for fourth and subsequent violations is ~~for a fine~~issued. The civil penalty associated with this violation is listed in the City's fee schedule. of no less than five hundred dollars (\$500.00) or no greater than one thousand dollars (\$1,000.00) (Class A Violation). Notice after removal shall be provided as ~~for abandoned, discarded, and hazardously located vehicles pursuant to Sherwood Municipal Code Section 8.04.070~~required in subsection 3 above. If a vehicle is immediately towed under this subsection, the city will provide notice pursuant to SMC 8.04.070,

B. Reoccurring Offenses

A vehicle is subject to immediate tow for reoccurring offenses if:

1. The vehicle has outstanding parking violations that are due and remain unpaid.
2. The involved vehicle is illegally parked; and
3. At least one of the previous citations informed the driver that the vehicle would be immediately towed for reoccurring offenses.

If a vehicle is towed under this subsection, the city will provide notice pursuant to SMC 8.04.070.

The civil penalty associated with this violation is listed in the City's fee schedule.



ORDINANCE 2025-001

AMENDING SHERWOOD MUNICIPAL CODES 8.04 AND 10.08 AND REMOVING 9.60 REGARDING TICKETING AND TOWING VEHICLES

WHEREAS, the Sherwood Police Department has identified a number of areas in Sherwood Municipal Code Chapters 8.04, 9.60 and 10.08 that are in need of updating in order to make them more workable for enforcement and to better target the types of situations where enforcement is warranted; and

WHEREAS, based on these concerns and pursuant to a comprehensive review of the existing code language, staff prepared a proposed replacement for the existing Chapters 8.04 and 10.08; and

WHEREAS, Existing chapter 9.60 is an inventory policy that belongs in the Sherwood Police Department policy manual. Having it located in both code and policy introduces the possibility of inconsistencies between the code provision and the policy manual; and

WHEREAS, ORS 819.190 requires a tow hearing to be held within 36 hours of receiving a request for such a hearing, and the existing code provision does not match that requirement; and

WHEREAS, the City Council held public hearings on the proposed ordinance on March 18, 2025 and April 1, 2025; and

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

Section 1. After full and due consideration of the information presented at the public hearings, the City Council finds that the Sherwood Municipal Code, Chapters 8.04 and 10.08, should be amended to read as shown in Exhibit 1, attached hereto.

Section 2. Sherwood Municipal Code, Chapters 9.60 shall be removed so that the inventory policy exists only in the Sherwood Police Department policy manual.

Section 3. The City Manager is hereby directed and authorized to adopt rules, designate permanent or temporary parking restrictions, and to take such other actions as may be necessary to implement this ordinance.

Section 4. The Sherwood Municipal Court Administrator is directed and authorized to adopt rules and take such other actions as necessary to implement this ordinance.

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

Duly passed by the City Council on April 1, 2025.

Tim Rosener, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Giles	_____	_____
Scott	_____	_____
Mays	_____	_____
Standke	_____	_____
Brouse	_____	_____
Young	_____	_____
Rosener	_____	_____

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

"Abandoned" or "abandoned vehicle" means a vehicle left in the same location for more than forty-eight (48) hours, when one or more of the following conditions exist:

1. The vehicle has expired, cancelled, altered, or missing license plates or tags;
2. The vehicle appears to be inoperative or disabled; or
3. The vehicle appears to be wrecked, partially dismantled, or junked.

"City" means the City of Sherwood.

"Costs" means the expense of removing, storing and selling an impounded vehicle.

"Hazardous" or "hazardous vehicle" means a vehicle left in a location or condition such as to constitute an immediate threat to public safety, the environment, or safety of vehicular or pedestrian traffic, or in a manner prohibited by SMC 8.04.040.

"Law enforcement officer" is a law enforcement officer of the city or other city employee authorized to enforce this chapter.

"Owner" means any individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, of ownership or any interest, legal or equitable, in a vehicle.

"Stored" or "stored vehicle" means a vehicle that has remained in the same location or within a five hundred-foot radius of its earlier position for more than one hundred twenty (120) hours.

"Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, except devices used exclusively upon stationary rails or tracts.

8.04.030 - Abandoned vehicles-Offense.

- A. A person commits the offense of abandoning a vehicle if a vehicle which the person owns, as shown in the records of the department of motor vehicles, is abandoned on any public right-of-way or on public property of the city.
- B. The civil penalty associated with this violation is listed in the City's fee schedule.

8.04.035 - Stored vehicles-Offense.

- A. A person commits the offense of storing a vehicle if a vehicle which the person owns, as shown in the records of the department of motor vehicles, is stored on any public right-of-way or on public property of the city.
- B. The civil penalty associated with this violation is listed in the City's fee schedule.

8.04.040 - Hazardous vehicles-Offense.

- A. No person shall park or leave standing a motor vehicle of any kind as follows:
 - 1. Blocking a driveway;
 - 2. Obstructing a fire lane;
 - 3. Causing a motor vehicle to block, impede, or interfere with the vision or normal flow of vehicular, bicycle, or pedestrian traffic on public streets or sidewalks;
 - 4. Parking a motor vehicle on a City street when the vehicle poses an immediate danger to the public or environmental safety;
 - 5. Parking a motor vehicle or leaving a motor vehicle standing on a street, public parking lot, or other area where immediate access is or could be needed, in the event of an emergency, by emergency services personnel or their equipment; or
 - 6. Blocking, parking or leaving a motor vehicle standing within ten feet of a fire hydrant.
 - 7. Parking a motor vehicle on a City street within any area marked as a loading zone other than for the purpose of loading or unloading.
- B. The civil penalty associated with this violation is listed in the City's fee schedule.
- C. The owner of the hazardous vehicle, as shown by the records of the department of motor vehicles, shall be responsible for the hazardous condition of the vehicle.

8.04.050 - Removal of vehicles without notice.

A vehicle may be removed without prior notice when:

- A. The vehicle is a hazardous vehicle;
- B. A law enforcement officer reasonably believes the vehicle is stolen;
- C. A law enforcement officer reasonably believes that the vehicle or its contents constitute evidence of a crime and such removal is reasonably necessary to obtain or preserve such evidence;
- D. An unattended vehicle is found illegally parked, and the vehicle's registration has been expired for a year or longer. ;
- E. A law enforcement officer reasonably believes that the person in possession of the vehicle has committed the offense of:
 - 1. Criminal driving while suspended or revoked in violation of ORS 811.182 and the location of the parked vehicle jeopardizes public safety or the efficient movement of traffic; or

April 1, 2025, Page 2 of 19 Driving while under the influence of intoxicants in violation of ORS 813.010 and the location of the parked vehicle jeopardizes public safety or the efficient movement of traffic;

F. The vehicle is parked in violation of 10.08.020(C), 10.08.040, or 10.08.060(A)-(F).

8.04.060 -Impoundment. Notice prior to removal.

- A. A vehicle may be removed after a law enforcement officer provides notice as set forth in this section if the vehicle is abandoned or stored, or in violation of 10.08.20(A),(B) or 10.08.030.
- B. The law enforcement officer shall provide notice and an explanation of procedures available for obtaining a hearing. At least seventy-two (72) hours before removal, the city shall affix a notice to the vehicle with the required information.
- C. The notice must contain the following:
 - 1. The current location of the vehicle;
 - 2. The date and earliest time the vehicle will be towed;
 - 3. The ordinance violated and under which the vehicle will be removed;
 - 4. The place where the vehicle will be held in custody or the telephone number and address of the police department that will provide the information;
 - 5. That the vehicle, if taken into custody and removed, will be subject to towing and storage charges and that a lien will attach to the vehicle and its contents;
 - 6. That the vehicle will be sold to satisfy the costs of towing and storage if the charges are not paid;
 - 7. That the owner, possessor, or person having an interest in the vehicle is entitled to a hearing, before the vehicle is impounded, to contest the proposed custody and removal, if a hearing is timely requested; and
 - 8. The time within which a hearing must be requested and the method for requesting a hearing.

8.04.070 Impoundment. Notice after removal.

- A. If the city removes a vehicle, the city shall provide, by certified mail, within two business days after the removal, notice with an explanation of procedures available for obtaining a hearing to the owner(s) of the vehicle and any lessors or security interest holders as shown in the records of the department of motor vehicles. The notice shall state that the vehicle has been removed and shall give the location of the vehicle and describe procedures for the release of the vehicle and for obtaining a hearing.
- B. If the person(s) required to be provided notice under subsection A cannot be located in the records of the department of motor vehicles, whether because the vehicle lacks necessary identifying information, is not registered with the department of motor vehicles, or otherwise, ~~the~~ ⁷⁹ city shall make reasonable efforts to provide such notice, which includes posting of notice in

- the area in which the vehicle was located prior to removal and at least one public location.
- C. If a vehicle is towed pursuant to 08.04.050(E), the driver must be given the opportunity to call a legal driver to retrieve the vehicle. If a legal driver is not reached before the driver is lodged with the jail, the arrested person shall personally receive notice, as required below.
- D. Notice given under this section shall state all of the following:
1. That the vehicle has been removed by the city;
 2. The ordinance violated and under which the vehicle was removed;
 3. The place where the vehicle is being held in custody or the telephone number and address of the appropriate authority that will provide the information;
 4. That the vehicle is subject to towing and storage charges, the amount of the charges that have accrued to the date of the notice and the daily storage charges;
 5. That the vehicle and its contents are subject to lien for payment of the towing and storage charges and that the vehicle and its contents may be sold by the City of Sherwood or the towing and storage facility where the vehicle is located to cover the charges if the charges are not paid within fifteen (15) calendar days;
 6. That the owner, possessor, or person having interest in the vehicle and its contents is entitled to a prompt hearing to contest the validity of removing it and to contest the reasonableness of the charges for towing and storage if a hearing is timely requested;
 7. That a hearing to contest the validity of the tow must be requested not more than five business days after the mailing date of the notice and the method for requesting a hearing;
 8. That the vehicle and its contents may be immediately reclaimed by complying with the provisions of this chapter for reclaiming a vehicle and setting forth the applicable requirements.

8.04.080 - Release of removed vehicles.

- A. A vehicle removed under this chapter may be held until a person entitled to lawful possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a court having jurisdiction over the matter. The person recovering the vehicle must also submit proof of their ownership or right to possess the vehicle.
- B. Each person who obtains release of a removed vehicle shall sign a copy of the receipt issued, indicating that they have received notice of their right to a hearing.
- C. A person shall have a lien on a vehicle and its contents if the person, at the request of the city, tows a vehicle. A lien established under this subsection shall be on the vehicle and its contents for the just and reasonable charges for the towing service performed and any storage provided. The lien shall be subject to the provisions for liens under ORS 98.812(3). The person holding the lien may retain possession of the vehicle and contents until the charges on which the lien is based are

A lien described under this subsection does not attach to the contents of any vehicle taken from public property until 15 calendar days after removing the vehicle.

- D. If a vehicle removed under this chapter is not claimed within 30 calendar days after removal, it shall be disposed of as authorized by ORS 819.210 to 819.215.

8.04.090 - Hearing to contest validity of removal.

A person provided notice under this chapter, or any other person who reasonably appears to have an interest in the vehicle, may request a hearing under this section to contest the validity of the removal or the proposed removal by submitting a request for hearing with the municipal court not more than five business days after the mailing date of the notice. A request for hearing shall be in writing and shall state grounds upon which the person requesting the hearing believes that the removal of the vehicle is not justified. A hearing under this section shall comply with all of the following:

- A. If the city proposes to remove a vehicle and receives a request for hearing before the vehicle is removed, the vehicle shall not be removed unless it constitutes a hazard.
- B. The municipal court shall have a hearing within three business days after receipt of a request to contest the validity of a tow and shall provide notice of the hearing to the person requesting the hearing and to the owner(s) of the vehicle and any lessors or security interest holders shown in the records of the department of motor vehicles, if not the same as the person requesting the hearing, and to the city attorney's office. Business days shall not be calculated to include City of Sherwood recognized holidays. The Sherwood Municipal Court is authorized to conduct these hearings by live streaming video.
- C. If the municipal court finds, after a hearing and by substantial evidence on the record, that the removal of a vehicle was or would be:
 1. Invalid, the municipal court shall order the immediate release of the vehicle to the owner or person with right to possession. If the vehicle is released under this subsection, the person to whom the vehicle is released is not liable for any towing or storage charges accruing prior to the order of the municipal court. If the person has already paid such towing and storage charges on the vehicle, the city shall reimburse the person for the charges. The person shall be liable for any additional storage charges incurred after the order. New storage charges for the vehicle will not start to accrue until twenty-four (24) hours after the issuance of the order. If the vehicle has not yet been removed, the city shall not remove the vehicle.
 2. Valid, the municipal court shall order the vehicle to be held in custody until the costs of the hearing are paid by the person claiming the vehicle, and the person claiming the vehicle otherwise complies with SMC 8.04.080. If the vehicle has not yet been removed, the city shall order its removal.

- D. If the person requesting the hearing does not appear at the hearing, the municipal court may

enter an order finding the removal to be valid and any applicable charges to be reasonable.

- E. A person who fails to appear at a hearing under this section is not entitled to another hearing on the same matter unless the person provides reasons satisfactory to the municipal court for the person's failure to appear.
- F. The city is only required to provide one hearing under this section for each time the city removes a vehicle or proposes to do so.
- G. A hearing under this section may be used to determine the reasonableness of the charges for towing and storage of a vehicle. Towing and storage charges, set by law, ordinance, or rule, or that comply with law, ordinance, or rule, shall be deemed reasonable for purposes of this chapter. If the reasonableness of charges for towing and storage of a vehicle are contested through a hearing under this section, the municipal court shall enter an order setting forth the amount of towing and storage charges the court has determined to be reasonable.
- H. The municipal court shall provide a written statement of the results of the hearing to the person requesting the hearing and to the city attorney's office.
- I. The action of the municipal court is final and no appeal can be taken from it.

10.08.020 - Prohibited practices.

- A. Prohibited display. No person shall park a vehicle on the right-of-way of any highway, or upon any public street or public way within the corporate limits of the city for any of the following purposes:
 - 1. Advertising, selling, or offering merchandise for sale;
 - 2. Displaying such vehicle for sale;
 - 3. Washing, greasing, or repairing such vehicle, except as may be necessitated by emergency;
 - 4. Displaying advertising upon such vehicle; or
 - 5. Storage, junk or dead storage.

It is violation of this section when any of the previous activities occur for any period of more than forty-eight (48) hours, except that this subsection shall be subject to the limits elsewhere prescribed in the motor vehicle code of the city, or as may be prescribed by the Oregon State Motor Vehicle Code.

The civil penalty associated with this violation is listed in the City's fee schedule.

- B. Parking time limit.
 - 1. It is unlawful for any person to park or stop any vehicle for a longer period of time than that designated by official signs, parking meters, or other markings placed by or under authority of the city of Sherwood. Such parking time limit shall include the aggregate of time of all stopping or standing of the same vehicle in the same lot or on the same side of the street within a space of three hundred (300) lineal feet measured along the curb line and between

Intersections; and the parking, standing or stopping of any vehicle within such expanse shall not exceed the designated time limit during any twenty-four-hour period.

2. The civil penalty associated with this violation is listed in the City's fee schedule.

C. No Parking Zone.

1. It is unlawful for a vehicle operator to park a vehicle in violation of the City's "No Parking" restrictions, regardless of whether such restrictions are permanent or temporary.

Temporary parking restrictions shall be approved by the city manager and notice shall be provided to the public at the location where a restriction is to be imposed not less than thirty-six (36) hours prior to the restriction. The owner of a vehicle parked in violation of this section shall be liable for the cost of towing and storage of the vehicle.

2. The civil penalty associated with this violation is listed in the City's fee schedule.

10.08.030 - Parking restrictions on certain types of vehicles.

No person shall, at any time, park or leave standing a motor truck, truck tractor, truck trailer, semi-trailer, bus trailer, commercial bus, commercial bus trailer, trailer as defined in this chapter, whether attended or unattended, on any improved public highway, public street, or other public way within the corporate limits of the city for a period greater than thirty (30) minutes, between the hours of 12:01 a.m. and six a.m. Motor homes, travel trailers connected to a motor vehicle and campers mounted on a motor vehicle may be parked on the street for up to forty-eight (48) hours if the public street or public way meets the criteria listed below:

- A. Roadways less than thirty-two (32) feet in width posted no parking on one side - recreational parking is allowed on the non posted side. Parked motor homes, travel trailers and campers shall not block adjacent properties' driveway ingress/egress.
- B. Roadways over thirty-two (32) feet in width with parking allowed on either side - RV's must stagger their parking so no two motor homes, travel trailers or campers are parked directly across the street from one another.

The parking of motor homes, travel trailers or campers is prohibited on roadways less than thirty-two (32) feet in width with parking allowed on both sides and prohibited outright on roadways less than twenty-eight (28) feet in width.

The civil penalty associated with this violation is listed in the City's fee schedule.

10.08.040 - Vehicles to be removed from fire scenes.

Whenever the owner or driver of a vehicle discovers that such vehicle is parked immediately in front of, or close to a building to which the fire department has been summoned, he or she shall immediately remove such vehicle from the area unless otherwise directed by police or fire officers.

10.08.050 - Method of parking.

- A. No person having control or charge of a motor vehicle shall allow it to stand on any street unattended without first fully setting its parking brakes, stopping its motor, and removing the ignition key; and, when standing upon an precipitous grade, the front wheels of the vehicle shall be angled into the curb.
- B. No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within twelve (12) inches of the edge of the curb, except where the street is marked or signed for angle parking.
- C. Where parking space markings are placed on a street, no person shall stand or park a vehicle other than at the indicated direction and within a single marked space.
- D. The civil penalty associated with this violation is listed in the City's fee schedule.

10.08.070 - Parking prohibited on certain streets.

The city may establish residential parking districts (districts) to protect specified residential areas from the effects of spillover parking arising as a result of adjacent commercial, employment or mixed-use or other uses that generate a high demand for parking. Parking by those without a permit may be prohibited, within the following guidelines:

- A. A request for creation of a district shall be initially directed to the city manager, who shall make and then forward a written recommendation to the city council for its review.
- B. When evaluating a district's possible designation or any attribute thereof the city manager may, in assessing whether the general welfare of the city is enhanced or promoting thereby, consider the following factors:
 - 1. The residential nature within the district;
 - 2. The volume of traffic and available parking;
 - 3. The surface width of streets within the proposed district;
 - 4. The relationship between the need for parking space by residents of the proposed district and the need and use of parking space by the public at large; and
 - 5. The hours of day or night when use of parking within the proposed district is necessary or most convenient.
- C. Any district established by council after review of the city manager's written recommendation shall be done by resolution, clearly defining the boundaries thereof and the hours within which non-permitted parking is to be prohibited.
- D. The city manager shall cause city approved signs to be installed and thereafter maintained in the

district identifying any parking restrictions for non-residents and the exception thereto applicable for the district's permit holders.

- E. The city manager shall establish and enforce procedures and standards concerning the terms, issuance, denial and revocation of both permanent and temporary permits for use within districts created within the city. Residents of a district may apply for permit(s) from the city manager.

10.08.080 - Disabled persons parking.

The city manager is directed to establish by proper signing and designation, reserved street parking space or spaces, as needed for disabled persons, which parking shall be subject to the rules and regulations of the Oregon Revised Statutes for disabled persons parking.

10.08.090 - Repeat violation procedures.

Any violation of the provisions of this chapter shall be subject to the remedies listed below:

A. Long-term violation

1. First violation - The first violation occurs when the vehicle is ticketed for violating any Sherwood Municipal parking codes or State statutes. The officer shall affix a request to move the vehicle, which is posted on the vehicle itself.
2. Second violation - If vehicle is not relocated within twenty-four (24) hours after the first citation, a second ticket is issued. The civil penalty associated with this violation is listed in the City's fee schedule. The officer shall affix a notice on the vehicle indicating that if the vehicle is not moved within seventy-two (72) hours, the vehicle will be towed. The notice shall comply with the requirements of SMC 8.04.060.
3. Third violation - If the vehicle is not relocated within seventy-two (72) hours following the notice required in section 2 above, a third ticket is issued. The civil penalty associated with this violation is listed in the City's fee schedule. The vehicle may be immediately towed. Notice after removal shall be provided pursuant to Sherwood Municipal Code Section 8.04.070. Notice shall also state that further violations at this location may result in immediate towing if the vehicle is subsequently parked in the same lot, same location, or within three hundred (300) lineal feet of the original location as measured along the curb in either direction.
4. Fourth and subsequent violations - If the same vehicle is parked in the same lot, or within a three hundred (300) lineal feet measured of the original location, as measured along the curb in either direction, and said fourth or subsequent violation is within 365 days of the third or subsequent violation, the vehicle will be ticketed and subject to immediate towing. Ticket for fourth and subsequent violations is issued. The civil penalty associated with this violation is listed in the City's fee schedule.. Notice after removal shall be provided as required in subsection 3 above. If a vehicle is immediately towed under this subsection, the city will provide

B. Reoccurring Offenses

A vehicle is subject to immediate tow for reoccurring offenses if:

1. The vehicle has outstanding parking violations that are due and remain unpaid.
2. The involved vehicle is illegally parked; and
3. At least one of the previous citations informed the driver that the vehicle would be immediately towed for reoccurring offenses.

If a vehicle is towed under this subsection, the city will provide notice pursuant to SMC 8.04.070.

The civil penalty associated with this violation is listed in the City's fee schedule.