



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, May 20, 2025**

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

**6:00 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)**

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



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

1. **WCCLS Service Boundary and Funding Allocation Recommendations** (Adrienne Doman Calkins, Library Manager)

#### **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 May 6, 2025 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
  - B. **Resolution 2025-026, Authorizing the City Manager to execute a construction contract for the Gleneagle Regional Storm Water Facility Project** (Rich Sattler, Interim Public Works Director)
  - C. **Resolution 2025-027, Adopting a plan of action for Financial Control Deficiencies** (David Bodway, Finance Director)
  - D. **Resolution 2025-028, Adopting the Capital Improvement Plan (CIP) for FY2025-27** (Rich Sattler, Interim Public Works Director)
  - E. **Resolution 2025-029, Authorizing an Interfund Loan from the Water Fund to the 2021 URA Capital Projects Fund** (David Bodway, Finance Director)
  - F. **Resolution 2025-030, Authorizing the City Manager to Sign a Construction Contract with North Sky Communications for Broadband Construction** (Brad Crawford, IT Director)
6. **CITIZEN COMMENTS**
7. **PRESENTATIONS**
  - A. **National League of Cities Conference - Youth Attendance Recap** (Mayor Rosener)
8. **CITY MANAGER REPORT**
9. **COUNCIL ANNOUNCEMENTS**
10. **ADJOURN to URA BOARD OF DIRECTORS MEETING**
11. **ADJOURN**

#### **AGENDA**

#### **SHERWOOD CITY COUNCIL May 20, 2025**

**6:00 pm City Council Work Session**

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

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

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

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

**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](mailto: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](mailto: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.

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**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](mailto:Cityrecorder@Sherwoodoregon.gov)

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**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**May 6, 2025**

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 6:03 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles (remote), Renee Brouse, Doug Scott, and Dan Standke. Councilor Keith Mays arrived at 6:30 pm.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, IT Director Brad Crawford, Community Development Director Eric Rutledge, Economic Development Manager Erik Adair, Interim Public Works Director Rich Sattler, Project Manager Joy Chang, Building Official Jared Bradbury, and City Recorder Sylvia Murphy.
4. **TOPICS:**

**A. Family Justice Center (FJC)**

Rachel Schutz, Family Justice Center (FJC) Executive Director presented a PowerPoint presentation, 2024 Family Justice Center of Washington County Annual Report (see record, Exhibit A) and stated that the report recapped what occurred in 2024 at the center, the state of county services, and service impacts to Sherwood. Rachel stated in 2024 the number of services and number of survivors served had increased. She recapped data from the prior four years. She explained their strong relationship with law enforcement in Washington County, their collaboration and how information was shared. She provided information regarding the food pantry at the center and data related to the number of people served, and informed how the pantry operates. Rachel explained Survivor Outreach and Advocacy. Council members asked regarding the food pantry services and Rachel explained and also stated they will be moving into their new facility in January. Rachel explained other services provided and recapped data and impacts on page three and four of the presentation. Mayor Rosener asked how the FJC intersects with homelessness challenges. Rachel explained and provided data and stated the root cause of big issues that they are seeing in Washington County, the Portland Metro area and across the country with untreated mental illness, substance use, homelessness is that a vast majority goes back to abuse. She said the FJC worked with shelters on training and how to navigate and provide appropriate services. Mayor Rosener asked regarding prevention measures and keeping people from going back into homelessness and asked regarding the available partnerships within Washington County. Rachel replied she was not sure and said she believed there needed to be a broader conversation and offered to provide the mayor with additional information. Rachel continued and recapped demographics on page five. Mayor Rosener asked if data was available on economic level/class. Rachel replied no and explained the challenges with that type of data. Rachel recapped the data showing services provided to Sherwood survivors and said the majority of people who received services do not identify where they were coming from and the majority tend to indicate they are from Washington County. Rachel explained that in

Sherwood, FJC had increased their partnerships, outreach and visibility. Rachel recapped the photos provided in the presentation. Councilor Scott asked what FJC budget was and Rachel replied this year it was \$1.3 million and stated that they had 8 staff members, with 2 being temporary. Council President Young asked regarding the partners at the center and their funding and Rachel replied they fund their own services, and FJC worked collaboratively on some of the services, such as emergency safety services such as plane tickets, hotels rooms, and transportation. Councilor Giles commented regarding the \$10,000 grant FJC received from the city and asked how those funds were being used for Sherwood people and asked what FJC was doing so people knew where to call. Rachel explained that they have a peer outreach member that is a Sherwood resident, and they were committed to getting information into schools and the family resource fair. She explained that they had a table at the Robin Hood Festival and at other events and they provided printed materials that was distributed. She said the Sherwood Police Department has FJC cards that they can provide at their police calls as does the Sherwood Public Library. She said their Director of Services also meets with Sherwood school counselors on a regular basis. Rachel offered to distribute materials in other popular Sherwood locations and Councilor Giles recommended the City newsletter, the Sherwood Senior Center and the Sherwood SHARE Center. Councilor Brouse offered to provide information at the Sherwood YMCA. Rachel added that she would share long-impact data with the Council and Mayor Rosener asked for additional information. Councilor Scott commented regarding the challenges people face when in certain situations and navigating all the information and the benefits of having people to talk to that are in similar situations. Rachel reminded the Council of their Denim and Diamonds Gala on May 31<sup>st</sup> and said there will be a grand opening in April after they move into their new peace center. Council members commented on the positivity of the FJC name change and thanked Rachel for the presentation.

## **B. Building and Business License Fees**

Community Development Director Eric Rutledge and Building Official Jared Bradbury presented a PowerPoint presentation (see record, Exhibit B). Eric stated the last fee schedule update that was performed for building was done in 2021 and said the city had not been consistent with annual updates and said building was not subject to the 2%. Eric recapped four main fees with proposed changes: Community Development Fee, a Technology Fee, Business License Fees and general permit fee. Eric addressed the Community Development Fee and said this would be a new fee for Sherwood but was not new to Oregon, our partners or local jurisdictions. He said the proposed fee was a 0.5% fee of the project valuation. He explained when an applicant comes in for building permits (not mechanical or plumbing) for residential or commercial they will put the project value on the application. He explained that Newberg had a 0.75% fee, and West Linn had a 0.25% fee. Eric recapped data from 2020-21 fiscal year to 2023-24 fiscal year shown on page 3 of the exhibit. He pointed out the four-year average and the various rate examples of 0.25%, 0.50% and 0.75%. He said staff were proposing a 0.50% fee. Eric briefly explained the current development of phase 2 and phase 3 of the Sherwood Commerce Center and said staff expects over the next two years before Ice Age Drive comes in that valuation would not be \$75 million, it would be closer to \$60 million or a bit less. Council asked where the fees would go and Eric said currently planning and building are general fund in terms of revenue and expenditures. Eric provided an example of customer impacts on page 4 of the exhibit and said this was of similar size to what we're seeing in the Tonquin Employment area. He stated the example was equivalent to what the customer currently pays in a building permit fee. He briefly explained SDCs and said in terms of overall costs, including SDCs, it's on the smaller side but was a significant increase when obtaining a building permit. Council President Young asked if staff thought the fee would be a hindrance for future residents. Eric replied he did not think so and said he believed the fee was a minor consideration for those wanting to do business in Sherwood. Building Official Jared Bradbury stated in his research, Sherwood fees were lower than neighboring jurisdictions in terms of building fees and with this added fee the city was still lower than

most neighboring jurisdictions. Councilor Giles commented regarding the fees and provided an example of affordable housing in the Sherwood West area, and the additional fees not being affordable. Mayor Rosener commented regarding state mandates and Eric stated that the city was likely to face additional state mandates after the closing of the current session and said it was likely that they will not be funded, unless the city adopted the model code, and said that would also have costs to the planning department. Eric added that it was important to consider the impact on our customers and said in speaking for the community development department, costs were increasing as we faced mandates to complete the work. Mayor Rosener provided an example of an affordable housing project and working with nonprofit partners and Eric stated the city could adopt a policy or resolution that would give the city manager and the building official the ability to waive or reduce fees. Councilor Scott asked if it could be pegged to sales and provided the example of a unit price being below a certain dollar amount and waiving the fee, or something similar to this. Council comments were received in favor of the idea with more discussion needed. Eric stated that if the council was interested in carveouts, staff could take that direction and implement it. Eric addressed Building Permit Fees and said it was much more minor and driven by the city's transition to the State of Oregon Accela System and was similar to the 3% Technology Fee. He said this was a 3% building permit fee and was not reflective of the project valuation. He explained the example provided on page 5 of the exhibit. He said this fee would go towards the cost of equipment needed in the field such as iPads for inspections and other costs for required software. Eric stated that although the state program was free to the city there were costs associated with the program. Councilor Standke asked if by having this as a separate technology fee, was there an advantage or would it stay just for technology instead of increasing the permit fee by a certain amount? Eric replied that currently all of the revenue and all of the expenditures were in the general fund and said staff tracked the costs for technology at the department level but had not been in the practice of restricting funds. Councilor Standke stated he was looking at all the fees from a consumers perspective and asked why not group all the fees together? Mayor Rosener added that developers and contractors will be seeing the fees and Eric added that the fees were very common and 3% was the lowest that he had seen. He said Beaverton's fee is 5% and other fees he had seen ranged from 2.5% to 10% for a technology fee. Council President Young asked if other jurisdictions called it a technology fee and Eric confirmed they did. Councilor Giles added that he would like to see a higher fee and said it did not seem unreasonable. Eric stated the fees would raise approximately between \$10,000 to \$15,000. The Council asked regarding SaS fee and Eric replied there is not a direct fee for Accela but in order to do plan review Blue Beam is needed. Eric stated with the cost of iPads and monitors, it was probably a wash, and the city was approximately covering our costs. Eric continued and addressed page 6 and said staff was proposing under the Building Permit Fee an increase of 7.5% for building, mechanical & plumbing. He reminded that these fees had not been increased since 2021. He said the average of these over the last four years was 1.87%, under 2% annually and under the 2% cap. He said staff was proposing increases to the percentage of the cost for plan review and explained. He said staff was proposing a 50% fee which was an increase of the current 30%. He provided an example and said Wilsonville is currently at 100%. Councilor Scott replied he agreed with the fees and suggested annualizing the fees and not waiting five years. Council President Young asked if the fees were in the fee schedule. Eric confirmed. Councilor Mays expressed support for an annual update. Council discussion followed regarding the average of 1.87% over the past four years, inflation, and increases in development costs. Councilor Mays added that he would not object to a higher increase. Council discussion followed. City Manager Sheldon spoke of the use of AI for plan review and council comments were received in support. Eric addressed the Business License Fee on page 7 and said the current fee for a business inside Sherwood was \$75, plus \$6 per employee and for a business located outside of Sherwood the fee was \$107.50 plus \$6 per employee. He said the city provided a 5% discount for new and small businesses, a 5% discount for businesses headquartered in Sherwood, and a 5% discount for a manufacturing or technology business for a maximum of a 15% total discount. He said the proposed fee schedule would be simplified based on the number of

employees in a category and then a 10% discount for businesses headquartered in Sherwood. Eric explained the table on page 8 listing categories of: the number of employees, the existing fee, the proposed fee (outside Sherwood) and the proposed fee for local businesses. Council asked if the number of employees was full-time or part-time. Eric replied it can be approached in multiple manners and said if the employee was a 0.5 it counted as one. Councilor Scott confirmed the information provided to the city was self-reported and Eric added that the city had not been heavy handed with enforcement. Eric continued that there were multiple ways to count employees and said the city would be fair. Eric explained the biggest difference was in the category of 51 or more employees. Council discussion occurred regarding the number of employees and Council asked staff to adjust the employee category and add additional tiers. Mayor Rosener commented on the services the city provided, including law enforcement and to consider the number of employees at large retailers. Councilor Giles referred to the tiers of 3-5 and 6-10 and asked what the business was getting for the fees when an employer goes from 5 to 6 employees? Councilor Mays replied, law enforcement, good roads, good professional staff, and good parks. Council discussion followed regarding adjusting the tiers. Eric added that this model was based on the City of Tigard's model. Eric stated that there were a lot of different approaches, and it could get convoluted. Council discussion followed and Councilor Mays commented regarding possibly considering the type of business. Eric recapped the discussion and said he would revisit the numbers of 20 employees and below, look at numbers between 5-20 and a top tier and would bring something back for the council's consideration. Councilor Brouse suggested looking at it from a perspective of small 2-10, medium 11-20, large 21-50 and extra-large. Council President Young asked when would the council see the revisions and City Manager Sheldon replied at the upcoming budget committee meeting.

## **5. ADJOURN**

Mayor Rosener adjourned the work session at 7:01 pm and convened a regular Council meeting.

## **REGULAR SESSION**

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:06 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Doug Scott, Dan Standke and Keith Mays.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Police Chief Ty Hanlon, IT Director Brad Crawford, Community Development Director Eric Rutledge, HR Director Lydia McEvoy, Economic Development Manager Erik Adair, Interim Public Works Director Rich Sattler, Building Official Jared Bradbury, and City Recorder Sylvia Murphy.

## **4. APPROVAL OF AGENDA:**

Mayor Rosener addressed approval of the agenda and asked for a motion:

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

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

## 5. CONSENT AGENDA:

- A. Approval of April 1, 2025 City Council Meeting Minutes
- B. Approval of April 15, 2025 City Council Meeting Minutes
- C. Resolution 2025-021, Appointing Farrah Burke to the Sherwood Senior Advisory Board
- D. Resolution 2025-022, Reappoint Sean Garland to the Sherwood Library Advisory Board
- E. Resolution 2025-023, Appointing the Local Citizen Advisory Committee and Technical Advisory Committee for the City's Transportation System Plan (TSP) Update
- F. Resolution 2025-024, Reappointing Matthew Kaufman to the Sherwood Budget Committee
- G. Resolution 2025-025, Authorizing the City Manager to Sign a One-Year Extension to the On-Call Building Plan Review and Inspection Services Contract with Clair Company

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

Mayor Rosener addressed the next agenda item.

## 6. CITIZEN COMMENTS

No comments were received, and Mayor Rosener addressed the next agenda item.

## 7. PRESENTATIONS

### A. Recognition of Eagle Scout Award Recipient

Mayor Rosener recognized and congratulated Victor McAuley for obtaining the rank of an Eagle Scout.

### B. Proclamation, Proclaiming May 18-24, 2025 as National Public Works Week

Mayor Rosener read the proclamation and addressed the next agenda item. The City Recorder read the public hearing statement for both ordinances.

## 8. PUBLIC HEARINGS

### A. Ordinance 2025-002, Changing the Traffic Safety Committee to a Board and Amending Sherwood Municipal Code 2.08.087

Interim City Attorney Sebastian Tapia presented a PowerPoint presentation (see record, Exhibit C) and stated pursuant to the previous council meeting and public hearing he has made slight adjustments to the code text referencing; "up to" two members of the board "may" be members of the police advisory board. Mr. Tapia confirmed there was no written testimony. With no council questions, Mayor Rosener opened the public hearing. With no public comments received, he closed the public hearing. With no council discussion the following motion was received.

**MOTION: FROM COUNCIL PRESIDENT KIM YOUNG TO READ CAPTION AND ADOPT ORDINANCE 2025-002, CHANGING THE TRAFFIC SAFETY COMMITTEE TO A BOARD AND AMENDING**



**SHERWOOD MUNICIPAL CODE 2.08.087. SECONDED BY COUNCILOR DOUG SCOTT. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item.

**B. Ordinance 2025-003, Amending Sherwood Municipal Code Chapter 2.08 Creating a Youth Advisory Board**

Interim City Attorney Tapia continued his presentation (see record, Exhibit C) and said the ordinance was also amended from the prior hearing as noted in the presentation and included adding the voting block. Mr. Tapia recapped the recommended changes as noted in the exhibit. Councilor Giles referred to the grade levels of 9-12<sup>th</sup> and said he did not know if “grade levels” were the same for home schooled students. Council discussion followed. Councilor Mays commented and provided an example of a student living in Tualatin or Wilsonville within the school boundary who did not attend a Sherwood school and his understanding of the code was that they would be eligible for the board. Council discussion followed and Mayor Rosener added that there could be a slate of candidates that the council would vote on and he would like to limit the bureaucracy that would potentially exclude candidates. Councilor Standke confirmed that the City Council would approve all board members and Mayor Rosener confirmed. Mayor Rosener asked if there was any written testimony and staff replied no. Mayor Rosener opened the public hearing and with no public comments received he closed the public hearing and asked for Council discussion. Councilor Brouse added that she was excited the Council was finally doing this and stated the following motion.

**MOTION: FROM COUNCILOR RENEE BROUSE TO READ CAPTION AND ADOPT ORDINANCE 2025-003, AMENDING SHERWOOD MUNICIPAL CODE CHAPTER 2.08 CREATING A YOUTH ADVISORY BOARD. SECONDED BY COUNCILOR TAYLOR GILES. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

**9. CITY MANAGER REPORT**

City Manager Sheldon provided an update on the pedestrian bridge project. He reported that in coordination with Middleton Elementary School there would be a Bike and Roll Day and said this was a part of the Safe Routes to School grant requirements. He said the Volunteer Recognition is Tuesday, May 13<sup>th</sup> at the Sherwood Center for the Arts. Chief Hanlon provided a report on a recent Coffee with the Force event. Councilor Standke asked City Manager Sheldon with the installation of the lights on the bridge if the city would be able to get a permit to shoot fireworks from the pedestrian bridge. Mr. Sheldon replied he did not know and confirmed some of the lights had been installed.

Mayor Rosener addressed the next agenda item.

**10. COUNCIL ANNOUNCEMENTS**

Councilor Standke reported on recent Sherwood School Board meetings and the filling of a vacant board position by Matt Kaufman. He said the Board addressed complaints and appeals that were filed against the school board and said the Board could not get into the details of the complaints or appeals for privacy reasons. He said the Board determined that the complaints and appeals did not have good standing and that the Board Chair would respond to those complaining and the appeal filer. He said that the Board would not be taking further action. He reported on a recent Library Advisory Board meeting and said the Sherwood

Library Foundation received a \$10,000 grant of unrestricted funds to be used for new quiet, study pods and the hope was to have them installed by January 2026. He reported there would be four pods and they would possibly be placed near the back resource desk.

Councilor Scott reported on a recent Parks & Recreation Advisory Board meeting and public comments received regarding advocacy for more pickle ball courts and said they discussed the removal of dangerous trees and the planting of 100 trees. He reported he attended the Boots N Bling Gala for the Sherwood Police Foundation and reminded people to get their voting ballots turned in by May 20<sup>th</sup>.

Councilor Mays reported on the Boots N Bling Gala and reminded people to vote and to get out and enjoy the weather.

Councilor Giles reported on his attendance at a Sherwood Planning Commission meeting and recapped their discussion of training, and said they elected a new chair, and they had selected a commissioner to be on the TSP committee. He reported the commission held a public hearing on an annexation policy. He reported that he and several council members attended an ethics (public meetings law) training, volunteering two hours of their time to receive the training. He reported that he attended a few meetings in Salem trying to understand some of the proposed laws that would have an impact on the planning commission.

Councilor Brouse reported she also attended the ethics training and said there were a lot of questions, and it was informative. She provided an update on Sherwood Main Street events and said they were still waiting to hear back on the \$520,000 grant for the Heritage Building. She reported on Sherwood Chamber of Commerce events. She reported on her attendance at the Boots N Bling event and said Sherwood CruisIn was coming up on June 21<sup>st</sup> and information was available on the Chamber's website. She reported on a Mother's Day brunch that was free to the public and would be held at the Rebekah Lodge. She reported that she would be leaving for Colombia and unable to attend the volunteer appreciation dinner.

Council President Young reported on a new bookstore located behind Kohl's, reported on the State of the City address and how well it was, and she reported on community ribbon cutting events. She reported on the Sherwood Police Foundation Gala and said they raised over \$121,000 and commented on the amazing community support of other local events.

Mayor Rosener reported on the State of the City Address, a wine walk event and the Boots N Bling event. He reported that he had been working with the League of Oregon Cities and the Metro Mayors Consortium and advocating for cities in Salem. He said there were some good bills and explained and said there were also some very bad bills that preempt cities rights to plan. He reported on upcoming MPAC and WCCC meetings. He reported that Senator Woods who represented District 13 recently passed away and said there was a current appointment process occurring to fill the seat. Councilor Mays further explained the appointment process as did Mayor Rosener.

## **11. ADJOURN to EXECUTIVE SESSION**

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

### **EXECUTIVE SESSION**

#### **1. CALL TO ORDER:** Mayor Rosener called the executive session to order at 7:47 pm.

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

**3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Police Chief Ty Hanlon, Finance Director David Bodway, HR Director Lydia McEvoy, and outside legal counsel Steven Schuback.

**4. TOPIC:**

**A. ORS 192.660(2)(d), Labor Negotiator Consultations**

**5. ADJOURN**

The executive session adjourned at 8:43pm.

Attest:

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Sylvia Murphy, MMC, City Recorder

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Tim Rosener, Mayor

**TO:** Sherwood City Council

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

**SUBJECT:** **Resolution 2025-026, authorizing the City Manager to execute a construction contract for the Gleneagle Regional Storm Water Facility Project**

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**Issue:**

Should the City Council authorize the City Manager to execute a construction contract with the lowest responsive bidder for the construction of a regional storm water treatment facility near SW Gleneagle Drive?

**Background:**

Untreated stormwater runoff from SW Gleneagle Drive and SW Sherwood Boulevard currently flows through the city's public storm sewer system and discharges directly into a tributary of Cedar Creek. To comply with EPA Municipal Separate Storm Sewer System (MS4) regulations and reduce pollutant loads entering local waterways, the construction of a regional stormwater treatment facility has been identified as a necessary improvement. This facility will treat runoff from the contributing areas before it enters the tributary of Cedar Creek, supporting regulatory compliance and environmental protection.

The proposed stormwater quality facility will be constructed on City of Sherwood-owned property situated behind, and to the southeast of, two residential properties fronting SW Gleneagle Drive. The new stormwater quality swale will be strategically located adjacent to the existing Cedar Creek tributary and positioned north of the recently completed Cedar Creek Trail.

The City solicited competitive bids from contractors and opened bids on May 8, 2025 to determine the lowest responsive bid. The lowest responsive bidder was Ken Leahy Construction, Inc. with a total bid of \$325,333.00. The required seven (7) day protest period has been completed.

Work is expected to begin early June 2025, with completion late September 2025. City staff provided notification to area residents of the upcoming project.

**Financials:**

The construction of the storm water improvements has a budgeted Base Contract Amount of \$325,333.00 with construction contingency of \$48,799.95 (15%) of the Base Contract Amount for the Gleneagle Regional Storm Water Facility Project. Funding for the project was included in the FY24/25 and proposed FY25/27 budgets.

**Recommendation:**

Staff respectfully request City Council adoption of Resolution 2025-026, authorizing the City Manager to execute a construction contract for the Gleneagle Regional Storm Water Facility Project.



## RESOLUTION 2025-026

### AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE GLENEAGLE REGIONAL STORM WATER FACILITY PROJECT

**WHEREAS**, the City has identified the need to provide storm water runoff treatment for untreated areas of SW Sherwood Boulevard and SW Gleneagle Drive via a regional storm water treatment facility; and

**WHEREAS**, the City and consultant completed the design, produced bid documents and solicited contractors using a competitive bidding process per ORS 279C, OAR 137-049; and

**WHEREAS**, the City opened bids on May 8, 2025 and issued the Notice of Intent to Award with the mandatory seven (7) day protest period being completed; and

**WHEREAS**, the City has budgeted for the construction cost of this project within the FY2024/2025 and proposed FY2025/2027 budgets; and

**WHEREAS**, Ken Leahy Construction, Inc. has been identified by City staff as the lowest responsive bidder.

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

**Section 1:** The City Manager is hereby authorized to execute a construction contract with Ken Leahy Construction, Inc. in a Base Contract Amount of \$325,333.00 with Construction Contingency of \$48,799.95 (15%) of the Base Contract Amount for the Gleneagle Regional Storm Water Facility Project.

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

**Duly passed by the City Council this 20<sup>th</sup> of May 2025.**

Attest:

\_\_\_\_\_  
Tim Rosener, Mayor

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

Agenda Item: Consent Agenda

**TO:** Sherwood City Council

**FROM:** David Bodway, Finance Director

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

**SUBJECT: Resolution 2025-027, Adopting a plan of action for financial control deficiencies**

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**Issue:**

Shall the City Council adopt a plan of action regarding the noted financial control deficiencies?

**Background:**

During the audit of fiscal year 2023-24, the auditors brought up a lack of adequate controls that did not prevent, or detect and correct on a timely basis, \$196,264 of expenditures from the URA Capital Projects Fund. The URA prepaid an expense to a company that was doing work related to Ice Age Drive. The Finance Department obtained an email from said company over the summer stating what had been spent during the fiscal year 2023-24. After further insistence of needing supporting documentation to back up this claim, the Finance Department on December 18, 2024, received the actual supporting documentation. After further review, it was determined that an adjustment of \$196,264 was needed. This was corrected before the issuance of the financial statements but resulted in a finding from the auditors of a material weakness in internal controls.

The auditors also brought up a lack of adequate controls that did not prevent, or detect and correct on a timely basis, \$320,307 of interest revenue being overstated in the URA Capital Projects Fund related to a potential arbitrage liability. On October 23, 2024, the Finance Department received a report from Arbitrage Compliance Specialists stating there is a contingent rebatable arbitrage with respect to the 2021B debt issuance of \$320,307. However, there is no filing requirements regarding arbitrage rebate with the United States Treasury, IRS, and therefore, nothing needs to be filed. This was corrected before issuance of the financial statements. This resulted in a finding from the auditors of a material weakness in internal controls.

Also noted was a lack of adequate controls that did not prevent, or detect and correct on a timely basis, a \$439,191 overstatement of accrued liabilities and understatement of revenue related to court fines that had been dismissed. This was corrected before issuance of the financial statements. This resulted in a finding from the auditors of a material weakness in internal controls.

The auditors also noted errors in timecards submitted by the former City Manager that were not identified in a timely manner. The finance department did correct these errors, but they should have been identified and corrected before the submission of those actual timecards. This resulted in a finding from the auditors of a significant deficiency in internal controls.

According to ORS 297.466 (2) "Upon receipt of an audit report [...] the governing body [...] shall determine the measures it considers necessary to address any deficiencies disclosed in the report. The governing body shall adopt a plan of action to address the deficiencies". This plan of action must be filed with the Secretary of State within 30 days after filing the audit report. The audit report was filed on April 29, 2025.

The Finance Department is immediately implementing internal controls to prevent these deficiencies from happening again.

**Financial Impacts:**

There are no direct financial impact of this plan of action.

**Recommendation:**

Staff respectfully recommends City Councils approval of Resolution 2025-027, Adopting a plan of action for financial control deficiencies.



**RESOLUTION 2025-027**

**ADOPTING A PLAN OF ACTION FOR FINANCIAL CONTROL DEFICIENCIES**

**WHEREAS**, during the audit of the fiscal year 2023-24 financial statements it was determined that \$196,264 of expenditures from the URA Capital Projects Fund were incorrectly recognized and capitalized; and

**WHEREAS**, during the audit of the fiscal year 2023-24 financial statements it was determined that \$320,307 of interest revenue was being overstated in the URA Capital Projects Fund related to a potential arbitrage liability; and

**WHEREAS**, during the audit of the fiscal year 2023-24 financial statements it was determined that there was an overstatement of accrued liabilities and understatement of revenue related to court fines that were dismissed in the amount of \$439,191; and

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

**WHEREAS**, during the audit of the fiscal year 2023-24 financial statements it was determined that errors in timecards submitted by the former City Manager were not identified in a timely manner; and

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

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

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

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

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

**Duly passed by the City Council this 20<sup>th</sup> of May 2025.**

Attest:

\_\_\_\_\_  
Tim Rosener, Mayor

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





City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140  
Tel 503-625-5522  
Fax 503-625-5524  
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**Mayor**  
Tim Rosener

**Council President**  
Kim Young

**Councilors**  
Renee Brouse  
Taylor Giles  
Keith Mays  
Doug Scott  
Dan Standke

**City Manager**  
Craig Sheldon

**Assistant City Manager**  
Kristen Switzer

May 20, 2025

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

Re: Plan of Action for the City of Sherwood Oregon

Sherwood Oregon respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2024. The audit was completed by the independent auditing firm Talbot, Korvola & Warwick, LLC. and reported the deficiencies listed below. The plan of action was adopted by the governing body at their meeting on May 20, 2025, as indicated by signatures below.

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

1. Deficiency #1

- a. Type of deficiency (Material Weakness) – “During our audit, it was noted that the City’s controls did not prevent, or detect and correct on a timely basis, \$196,264 of expenditures from the URA Capital Projects Fund being incorrectly recognized and capitalized. Without adequate controls over capital assets, there is a reasonable possibility that a significant misstatement or error would not be prevented, or detected and corrected, on a timely basis.”
- b. Document the plan of action – Resolution 2025-027 to educate project managers and create a yearend procedure for secondary review of yearend invoices.
- c. Timeframe for (or date of) implementation: June 30, 2025.

2. Deficiency #2

- a. Type of deficiency (Material Weakness) – “During our audit, it was noted that the City’s controls did not prevent, or detect and correct on a timely basis, a \$320,307 overstatement of interest revenue in the Capital Projects Fund relating to an arbitrage liability. Without adequate controls over arbitrage liabilities, there is a reasonable possibility that a significant misstatement or error would not be prevented, or detected and corrected, on a timely basis.”
- b. Document the plan of action: Resolution 2025-027 create yearend procedures for secondary review of any issued arbitrage report.
- c. Timeframe for (or date of) implementation: May 6, 2025.

3. Deficiency #3

- a. Type of deficiency (Material Weakness) – “During our audit, it was noted that the City controls did not prevent, or detect and correct on a timely basis, a \$439,191 overstatement of accrued liabilities and understatement of revenue related to court fines that had been dismissed. Without adequate controls over revenue and accrued liabilities, there is a reasonable possibility that a significant misstatement or error would not be prevented, or detected and corrected, on a timely basis.”
- b. Document the plan of action: Resolution 2025-027 create procedures for staff in case this were to ever happen again.
- c. Timeframe for (or date of) implementation: August 31, 2025.

4. Deficiency #4

- a. Type of deficiency (Significant Deficiency) – “During our audit, it was noted that the City’s controls did not identify errors in timecards submitted by the City Manager on a timely basis. While the errors were detected with compensating controls, the errors were not corrected until after fiscal year end. Without adequate controls over all timecards, there is a reasonable possibility that a significant misstatement or error would not be prevented, or detected and corrected, on a timely basis.”
- b. Document the plan of action: Resolution 2025-027 to assign approval of the City Managers timecard to the Assistant City Manager.
- c. Timeframe for (or date of) implementation: May 6, 2025.

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Tim Rosener, Mayor

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Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Rich Sattler, Interim Public Works Director

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

**SUBJECT:** Resolution 2025-028, adopting the Capital Improvement Plan (CIP) for FY2025-27

---

**Issue:**

Should the City Council adopt the Capital Improvement Plan (CIP) for FY2025-27?

**Background:**

Many funding sources require a Capital Improvement Plan (CIP) to be adopted before funds can be spent. Having a CIP is a precursor to the expenditure of System Development Charges and revenue from sources outside the City of Sherwood. This staff report presents the FY2025-27 CIP and the adopting resolution.

This CIP is only that: a plan. It is not a commitment, nor does it obligate funds. It is a vision of projects that combines input from City Council, advisory committees, and staff into one document. Annual revision is required to adjust the plan to changing priorities and circumstances. While Exhibit A to the resolution provides the entirety of the CIP including projects beyond five years, all of the projects planned for the next five years, and their proposed timing are as follows:

| City of Sherwood Five Year Capital Improvement Plan (FY 26 Through FY 30) |                |              |              |              |               |               |
|---|----------------|--------------|--------------|--------------|---------------|---------------|
| STREET PROJECTS; INCL STORM AND SANITARY                                  | Estimated Cost | 25/26        | 26/27        | 27/28        | 28/29         | 29/30         |
| Traffic Calming   | \$ 700,000     | \$ 100,000   | \$ 100,000   | \$ 100,000   | \$ 100,000    | \$ 100,000    |
| Oregon St Design & Construction   | 9,153,988      | 181,440      | 181,439      | 7,981,109    | -             | -             |
| Arrow Street Improvements   | 1,675,091      | 500,000      | -            | -            | -             | -             |
| Oregon-Tonquin Intersection Improvements                                  | 2,800,000      | -            | -            | 50,000       | 450,000       | 2,300,000     |
| Brookman Road Improvements (99w to Ladd Hill Rd.)                         | 16,000,000     | -            | -            | 50,000       | 2,000,000     | 13,500,000    |
| Transportation System Plan (TSP) Update                                   | 694,500        | 335,000      | 121,000      | 82,500       | 41,000        | -             |
| Washington Street Sidewalk Infill, North Side (Stella Olsen Park to Lee I | 460,000        | -            | -            | -            | 460,000       | -             |
| Pine Street Improvements Phase 2 (Division St. to Sunset Blvd)            | 1,850,000      | -            | -            | -            | 1,000,000     | 850,000       |
| Sunset-Timbrel Crosswalk Enhancement (PHB)                                | 520,000        | 413,700      | -            | -            | -             | -             |
| Sidewalk on Sunset from Cinnamon Hills to Main                            | -              | -            | -            | -            | -             | 100,000       |
| Washington St from Tualatin to Division/Schaumburg (reconstruct)          | 877,702        | 877,702      | -            | -            | -             | -             |
| Sunset ( Main to Cinnamon Hill) ( grind and overlay)                      | 285,104        | 285,104      | -            | -            | -             | -             |
| Sunset ( Brittany to Murdock) ( grind and overlay)                        | 221,000        | -            | -            | -            | 221,000       | -             |
| Edy Road Improvements (Borchers Dr. to Copper Terr.)                      | 7,900,000      | -            | 900,000      | -            | 2,000,000     | 5,000,000     |
| Edy-Elwert Intersection Improvements (Signal or Roundabout)               | 5,200,000      | 200,000      | -            | -            | 750,000       | 4,250,000     |
| Pine Street Improvements Phase 2 (Division St. to Sunset Blvd)            | 1,850,000      | -            | -            | -            | 1,000,000     | 850,000       |
| Alexander Lane from Dead End to Smith (grind and overlay)                 | 78,000         | -            | -            | -            | 39,000        | 39,000        |
| Baler from T-S Rd and Langer (grind and overlay)                          | 74,947         | -            | -            | -            | -             | 74,947        |
| Sunset from Pine to Aldergrove (grind and overlay)                        | 240,876        | -            | -            | -            | -             | 240,876       |
| Sidewalk on Borchers-In front of PGE property                             | 100,000        | -            | -            | -            | -             | 100,000       |
| Cedarbrook Way Improvements from Meinecke to Elwert                       | 8,800,000      | -            | -            | -            | -             | 8,800,000     |
| Timbrel from Middleton-Old Hwy 99w (grind and overlay)                    | 119,057        | -            | -            | -            | -             | 119,057       |
| Oregon Street ( Lincoln to Hall) (grind and overlay)                      | 248,747        | -            | -            | -            | 248,747       | -             |
| Oregon Street (Orland to Brickyard and 70' east) (reconstruct)            | 67,467         | -            | -            | -            | 67,467        | -             |
| Oregon Street (Lower Roy to Orland) (reconstruct)                         | 42,484         | -            | -            | -            | 42,484        | -             |
| Oregon Street (Hall to Lower Roy) (reconstruct)                           | 49,744         | -            | -            | -            | 49,744        | -             |
| Willamette St from Orcutt to Pine St. ( reconstruct)                      | 79,890         | -            | 79,890       | -            | -             | -             |
| Meinecke (Cedarbrook way to 99w)  | 331,260        | -            | 331,260      | -            | -             | -             |
| Cedar Creek Trail-Segment 11 Design/Construction Roy Rogers/Refug         | 900,000        | -            | -            | -            | -             | 900,000       |
| Cedar Creek Trail Segment 9a (Design/Construction 99w to Edy)             | 3,900,000      | -            | -            | -            | 3,500,000     | -             |
| Borchers between Edy Road and Daffodil St ( grind and overlay)            | 303,944        | -            | -            | 303,944      | -             | -             |
| Borchers between Daffodil St and Roy Rodgers ( grind and overlay)         | 154,156        | -            | 154,156      | -            | -             | -             |
| Borchers between Roy Rodgers and Sydney ( grind and overlay)              | 70,998         | -            | 70,998       | -            | -             | -             |
| Century between T/S and Sherwood Industrial ( grind and overlay)          | 376,567        | -            | -            | -            | 376,567       | -             |
| Cedar Creek Trail Segment 9b (Design/Construction Edy to Roy Rode         | 3,600,000      | -            | -            | -            | 3,100,000     | -             |
| Langer Farms Parkway North (99w to Roy Rogers)                            | 4,750,000      | -            | -            | -            | 600,000       | 4,150,000     |
| Timbrel from Middleton to Old Pacific Hwy- 99w (grind and overlay)-pci    | 119,057        | -            | -            | -            | -             | -             |
| 3rd Street Grind & Inlay b/t Pine & Washington                            | 90,963         | -            | -            | -            | -             | -             |
| Langer Dr from Sher. Blvd to Holland                                      | 550,446        | -            | -            | -            | -             | -             |
| Shane Ct (Lee to Cult-de-sac), grind overlay                              | 13,530         | -            | -            | -            | -             | -             |
| Lee Dr (Shane Ct. to Travis), grind overlay                               | 42,624         | -            | -            | -            | -             | -             |
| Lee Dr (Meinecke to Shane), grind overlay                                 | 70,649         | -            | -            | -            | -             | -             |
| Travis Ct. (Lee to Marshall), grind overlay                               | 48,428         | -            | -            | -            | -             | -             |
| Travis Ct. (Cult-de-sac to Lee Dr.), grind overlay                        | 10,889         | -            | -            | -            | -             | -             |
| Alexander (Dead end to Smith) ( grind and overlay)-pci 53                 | 39,000         | -            | -            | -            | -             | -             |
| Willamette St from Norton to Foundry (reconstruct)                        | 127,000        | -            | -            | -            | -             | -             |
| Willamette St from Foundry to Lincoln (reconstruct)                       | 59,000         | -            | -            | -            | -             | -             |
| Sunset ( Cinnamon Hills to Pine) ( grind and overlay)                     | 410,078        | -            | -            | -            | 410,078       | -             |
| Meinecke (99w-Dewey Roundabout)   | 195,557        | -            | -            | -            | 195,557       | -             |
|   | \$ 76,252,743  | \$ 2,892,946 | \$ 1,938,743 | \$ 8,567,553 | \$ 16,692,644 | \$ 41,373,880 |

| <b>SANITARY SEWER SYSTEMS</b>                      | <b>Estimated Cost</b> | <b>25/26</b>      | <b>26/27</b>        | <b>27/28</b>      | <b>28/29</b> | <b>29/30</b>        |
|--|-----------------------|-------------------|---------------------|-------------------|--------------|---------------------|
| Brookman Sanitary Trunkline Project - Construction | \$ 5,160,000          | \$ -              | \$ 1,900,000        | \$ -              | \$ -         | \$ 3,200,000        |
| Rock Creek Upsizing Phase 2                        | 405,500               | -                 | 124,500             | 260,000           | -            | -                   |
| Sanitary Sewer Master Plan Update                  | 360,000               | 180,000           | 180,000             | -                 | -            | -                   |
| Downtown Sanitary                                  | \$ 1,830,000          | -                 | -                   | -                 | -            | 1,830,000           |
|  | <b>\$ 7,755,500</b>   | <b>\$ 180,000</b> | <b>\$ 2,204,500</b> | <b>\$ 260,000</b> | <b>\$ -</b>  | <b>\$ 5,030,000</b> |

| <b>STORMWATER SYSTEMS</b>                              | <b>Estimated Cost</b> | <b>25/26</b>        | <b>26/27</b>      | <b>27/28</b>      | <b>28/29</b>      | <b>29/30</b>      |
|--|-----------------------|---------------------|-------------------|-------------------|-------------------|-------------------|
| Annual Storm Water Quality Facility Refurbishments     | \$ 320,000            | \$ 50,000           | \$ 50,000         | \$ 50,000         | \$ 50,000         | \$ 50,000         |
| Annual Citywide Catch Basin Remediation Program        | 420,086               | 60,000              | 60,000            | 60,000            | 60,000            | 60,000            |
| Woodhaven Swales                                       | 500,000               | 100,000             | 100,000           | 100,000           | 100,000           | 100,000           |
| 2nd and Park Street Stormwater Facility Rehabilitation | 335,000               | 235,000             | -                 | -                 | -                 | -                 |
| Gleneagle Drive Regional Storm New Facility            | 520,000               | 390,000             | -                 | -                 | -                 | -                 |
| Stormwater Master Plan Update                          | 360,000               | 180,000             | 180,000           | -                 | -                 | -                 |
| Fair Oaks Drainage                                     | 60,000                | -                   | -                 | -                 | 60,000            | -                 |
|  | <b>\$ 2,515,086</b>   | <b>\$ 1,015,000</b> | <b>\$ 390,000</b> | <b>\$ 210,000</b> | <b>\$ 270,000</b> | <b>\$ 210,000</b> |

| <b>WATER SYSTEMS</b>                              | <b>Estimated Cost</b> | <b>25/26</b>        | <b>26/27</b>        | <b>27/28</b>     | <b>28/29</b>        | <b>29/30</b>     |
|---|-----------------------|---------------------|---------------------|------------------|---------------------|------------------|
| Routine Waterline Replacement                     | \$ 1,200,000          | \$ 50,000           | \$ 50,000           | \$ 50,000        | \$ 50,000           | \$ 50,000        |
| T/S County Conflict Improvements                  | 650,000               | 75,000              | -                   | -                | -                   | -                |
| Water Master Plan Update                          | 360,000               | 180,000             | 180,000             | -                | -                   | -                |
| TVWD Capacity Improvements 6.2 to 9.7 MGD         | 806,000               | 806,000             | -                   | -                | -                   | -                |
| WRWTP - 20 MGD Expansion                          | 10,128,801            | 60,473              | -                   | -                | -                   | -                |
| WRWTP-Seismic Resilience-Roof/HVAC                | 1,048,550             | 181,418             | 867,132             | -                | -                   | -                |
| Resiliency Pipe Improvements - Oregon St Backbone | 1,300,000             | -                   | -                   | -                | 1,300,000           | -                |
| SR -1 - Sunset Reservoir #1                       | 179,014               | -                   | 179,014             | -                | -                   | -                |
| SR - 2- Sunset Reservoir #2                       | 133,113               | -                   | 133,113             | -                | -                   | -                |
| SR - 3 Kruger Reservoir                           | 156,000               | -                   | 156,000             | -                | -                   | -                |
| SW -4 - Resiliency Upgrade Well #6                | 61,000                | -                   | -                   | -                | 61,000              | -                |
|   | <b>\$ 16,022,478</b>  | <b>\$ 1,352,891</b> | <b>\$ 1,565,259</b> | <b>\$ 50,000</b> | <b>\$ 1,411,000</b> | <b>\$ 50,000</b> |

| <b>General Construction</b>   | <b>Estimated Cost</b> | <b>25/26</b>        | <b>26/27</b>        | <b>27/28</b>        | <b>28/29</b>        | <b>29/30</b>         |
|---|-----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Cedar Creek Trail Grade Separate Crossing of Hwy 99                       | 24,000,000            | \$ 80,000           | -                   | -                   | \$ -                | \$ 23,840,000        |
| Cedar Creek Trail Supplemental Work                                       | 1,332,499             | 3,150               | -                   | -                   | -                   | -                    |
| Sherwood West 30 Acre Sports Complex                                      | 12,750,000            | -                   | -                   | -                   | -                   | 12,750,000           |
| Trail Network Expansion Improvements (Infill projects)                    | 900,000               | 75,000              | 75,000              | 300,000             | 150,000             | 150,000              |
| Sherwood West 15 Acre Park and Two 3 Acre Neighborhood Parks              | 12,600,000            | -                   | -                   | -                   | -                   | 12,600,000           |
| Brookman Concept Area Park  | 6,375,000             | -                   | -                   | -                   | -                   | 6,375,000            |
| Dog Park North of Hwy 99  | 150,000               | -                   | -                   | -                   | -                   | 150,000              |
| Disc Golf Course  | 75,000                | -                   | -                   | -                   | -                   | 75,000               |
| Sherwood Fieldhouse Replacement   | 7,500,000             | -                   | -                   | -                   | -                   | 7,500,000            |
| Tannery Site Cleanup, Pre-Development & Site Grading Project              | 7,270,141             | 1,500,000           | 4,420,141           | 1,000,000           | -                   | -                    |
| Adj. Art Center-design 23/24  | 1,600,000             | 100,000             | 180,000             | 700,000             | 620,000             | -                    |
| Murdock Park Improvement and Restroom                                     | 3,473,951             | 150,000             | 150,000             | -                   | -                   | 3,082,641            |
| Skate Park Restroom   | 250,000               | -                   | -                   | -                   | 250,000             | -                    |
| Design of Chapman, Brookman and 99w intersection                          | 50,000                | -                   | -                   | 50,000              | -                   | -                    |
| Universally Accessible Destination Play Area (Inclusive) (Infill project) | 1,750,000             | -                   | -                   | -                   | -                   | 1,750,000            |
| Street Restroom Moser PUD (Depends on development)                        | 215,000               | -                   | -                   | 215,000             | -                   | -                    |
|   | <b>\$ 80,291,591</b>  | <b>\$ 1,908,150</b> | <b>\$ 4,825,141</b> | <b>\$ 2,265,000</b> | <b>\$ 1,020,000</b> | <b>\$ 68,272,641</b> |

### Financial Impacts:

The financial impacts of this resolution have been considered within the City Manager's proposed FY2025-27 budget. In the event the budget process necessitates changes to the CIP, this item can be postponed, or an amendment can be brought forward at a later date. There are no other financial impacts.

### Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2025-028, Adopting the Capital Improvement Plan for FY2025-27.



## RESOLUTION 2025-028

### ADOPTING THE CAPITAL IMPROVEMENT PLAN (CIP) FOR FY2025-27

**WHEREAS**, the City of Sherwood Financial Policy IV-4 states that the City shall adopt a five-year Capital Improvement Project Plan annually; and

**WHEREAS**, the attached FY2025-27 Capital Improvement Plan represents capital improvement planning based on the current circumstances and priorities of the City; and

**WHEREAS**, this Capital Improvement Plan is the basis for projects included in the City Manager's proposed FY2025-27 Budget; and

**WHEREAS**, there are a greater number of projects identified as necessary than funds available for any given year; and

**WHEREAS**, the projects identified in the two-year and five-year CIP list represent the projects that the City has determined are the highest priority; and

**WHEREAS**, it is understood that there are other important projects that are not able to be funded in the one-year CIP which the City intends to further prioritize as funds become available.

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

**Section 1.** The FY2025-27 Capital Improvement Plan attached hereto as Exhibit A is hereby adopted.

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

**Duly passed by the City Council this 20<sup>th</sup> of May 2025.**

---

Tim Rosener, Mayor

Attest:

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Sylvia Murphy, MMC, City Recorder



# CAPITAL IMPROVEMENT PLAN

---



*Hwy 99W Pedestrian Crossing Project*

FY 25-27

JULY 1, 2025

CITY OF SHERWOOD, OREGON

**City of Sherwood, Oregon**  
22560 SW Pine Street  
Sherwood, OR 97140

Capital Improvement Plan

Fiscal Year 2025-2027

**City Council**

Mayor  
Council President  
Council Member  
Council Member  
Council Member  
Council Member  
Council Member

Tim Rosener  
Kim Young  
Renee Brouse  
Taylor Giles  
Keith Mays  
Doug Scott  
Dan Standke

**City Staff**

City Manager  
Finance Director  
Community Development Director  
Assistant City Manager & Community Services Director  
Public Works Director  
City Engineer

Craig Sheldon  
David Bodway  
Eric Rutledge  
Kristen Switzer  
Rich Sattler  
Jason Waters, P.E.



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# EXECUTIVE SUMMARY

## SHERWOOD FIVE YEAR CAPITAL IMPROVEMENT PLAN (FISCAL YEARS 2025-26 TO 2029-2030)

The City of Sherwood's Capital Improvement Plan (CIP) establishes, prioritizes, and defines funding for capital projects to improve existing systems and develop new infrastructure and facilities. The use of a CIP promotes better use of the City's limited financial resources, reduces costs, focuses priorities, and assists in the coordination of public and private development.

The City's CIP is a five-year planning document which identifies the major capital improvement expenditures and gives a proposed sequence of implementing their construction. The CIP serves as a long-range dynamic plan since the plan is reviewed and revised annually to account for completed and newly identified projects. In addition, City priorities may change due to funding opportunities or circumstances that have caused a more rapid deterioration of assets or greater need identified elsewhere.

As a basic tool for documenting anticipated capital improvement expenditures, the listing of projects includes "unfunded" projects in which needs have been identified, but specific solutions and funding resources have not been determined.

### THE CIP PROCESS

The CIP is the result of an ongoing infrastructure planning process, which provides flexibility and takes advantage of opportunities for funding capital improvement expenditures. The Fiscal Years 2026-2030 CIP is developed utilizing adopted policies and current master plans, input from the public, professional peer review, and review and approval of the City's elected officials. A draft CIP is made available to the general public and elected officials for review and comment. Input from the public occurs at many levels. As Master Plans are developed and adopted, there are public input opportunities to ensure that the plans reflect community input and need.

Throughout the year staff and Council receive comments, suggestions and concerns from the public related to needed improvements which are incorporated into the CIP as appropriate. As part of the CIP development and adoption process for the one-year and five-year plans, the public is encouraged to provide comments. The CIP is presented to the City Council for adoption. The projects and project schedules shown in the CIP are part of the basis for preparation of the City's overall budget and staff allocations for that year.

### HOW PROJECTS ARE ADDED TO OR REMOVED FROM THE CIP

The CIP development and review team consists of City staff and department directors who are responsible for development of the CIP project list, reviewing proposed CIP project scopes and schedules, and finally submitting recommendations to the City Manager. In addition, staff seeks input from the Traffic Safety Committee based on their discussion and information received throughout the year. The City Manager recommendation is then presented to the City Council.



Typically, there are more project requests than can be funded in the five-year CIP period, so the CIP Review Team conducts an internal project ranking of each project relative to all others. The criteria used in this internal ranking include, but are not limited to the following;

- Council Goals – Supports the goals established by the City Council. Meets the city-wide long-term goals and is based upon Master Plan recommendations.
- Master Plan – Proposed upgrade or expansion of infrastructure systems is identified in one of the City's Master Plans.
- Health and Safety – Enhances, improves, or protects the overall health, safety and welfare of the City's residents.
- Regulatory Requirement – Proposed upgrade or expansion satisfies regulatory or mandated requirements, standards and specifications.
- Outside Funding/Partnership – That funding sources other than dedicated City resources, are identified, requested, committed, or
- Upgrade Serviceability – To determine if the project has the potential to coincide with other CIP projects to minimize financial costs and development impacts, and to maintain and enhance the efficiency of providing services to the citizens of the City.

The CIP Review Team also considers public input received throughout the year along with additional identified areas of concern to determine if projects need to be added to the CIP master document. They then analyze the financial impact of the CIP as well as the City's ability to process, design, construct, and ultimately maintain the constructed infrastructure. It is the intent that the review team will meet periodically throughout the year to evaluate the progress of the projects, and determine future needs of the City.

The overall goal of the CIP Review Team is to develop CIP recommendations that:

- Preserve the past by investing in the continued upgrades of City assets and infrastructure;
- Protect the present by performing improvements to existing infrastructure and facilities; and
- Plan for the future.

Items such as minor equipment and routine expenses will not be included in the CIP as they are accounted for in other budget items of the City's annual budget. In addition, the operating or maintenance impact of the proposed CIP projects are not included in the CIP project costs. These costs will be accounted for in other budget items of the City's annual budget.

## CIP CATEGORIES

Because there are several different funding sources for capital projects, which have limitations on how the funds can be used, projects within the CIP fall within 5 primary categories:

- 1) Transportation Projects
  - a) Transportation Capital Projects
  - b) Transportation Maintenance Projects
  - c) Pedestrian Capital Projects
  - d) Neighborhood Traffic Management/Calming



- 2) Utility Infrastructure Projects
  - a) Stormwater Capital Projects
  - b) Stormwater Maintenance Projects
  - c) Sanitary Sewer Capital Projects
  - d) Sanitary Sewer Maintenance Projects
  - e) Water System Capital Projects
  - f) Water System Maintenance Projects
- 3) General Construction Capital Projects
- 4) Parks and Facilities Projects
  - a) Parks and Facilities Capital Projects
- 5) Urban Renewal Agency (URA) Projects
  - a) URA Capital Projects

The CIP document is designed to summarize City projects with funds allocated through the City's and URA's 2-year biennial budget process and also to help forecast long-term capital needs for the next 5+ years. The CIP will be reviewed, revised, and updated at least once annually and is required to be adopted 30-days prior to the approval of the City's biennial budget.

## HOW THE CIP IS FUNDED

The purpose of the CIP is two-fold. The two-year CIP identifies specific projects with certain funding availability which will be completed (or started) over the next fiscal year. The five-year CIP is a bit more aspirational, as funding availability is not certain. The City may receive more or less revenue depending on development growth, and other revenue sources. In addition, the City may obtain outside funding for projects through grants, county, regional, state or federal allocation of funds. For this reason, the five-year CIP list may include more projects than will actually be able to be funded or constructed within the five-year time period. The CIP is updated annually in order to reflect new information and projections, and is required to be adopted biennially at least 30-days prior to adoption of the annual budget.

The nature and cost of the project generally determine the financing options as well as the projected revenue resources utilized by the project. The following financial resources are evaluated for funding use:

- Outside Funding – including grants, federal, state, county funds and donations.
- Development Fees – system development charges (SDC's).
- Utility Rate Revenue.
- Debt secured by a restricted revenue source.
- General Obligation Debt.

## PROJECT LISTS AND DETAIL SHEETS

The two-year and five-year project descriptions are included in Section A and Section B of the CIP, respectively. A complete listing of all maintenance & operational capitalized projects is included in Section C. Project descriptions, location maps, initial cost estimates, and justifications are outlined in the City's adopted Master Plans for each enterprise fund with



project information, specifically cost estimates and schedules, checked regularly for accuracy w/ each CIP plan and summarized on a detail sheet for each project.

The project detail sheet provides the following information:

- A project location map showing the location and extents of the project.
- The estimated project design/construction cost.
- Identifying which Project Ranking Criteria is being used.
- The project type and priority (e.g., short-term, medium-term, long-term).
- A project description along with a description of the long-term operating and maintenance issues and costs.
- The fiscal year funding is needed within and which funding sources are planned on being used.

Please contact the City of Sherwood for more information about a specific project listed in this plan.

## COMPLETED PROJECTS

As projects are completed, they will be marked as such on the detail sheet, but may remain in this document for posterity. When Master Plans are updated, generally every 5-7 years, the CIP document will be comprehensively updated with new or modified projects and the completed projects will be removed from the CIP plan.

**CAPITAL IMPROVEMENT PLAN**  
**SECTION A**  
**TWO-YEAR CAPITAL PROJECTS LIST**

**CITY OF SHERWOOD  
CIP PROJECTS LISTING**

**TWO-YEAR (FUNDED) CAPITAL IMPROVEMENT PROJECT LISTING**

The following project list shows capital projects funded with capital funds proposed for the FY 2025-2027 budget cycle. These projects are a compilation of projects from the City's Master Plans, and Engineering and Public Works identified infrastructure improvement projects, including all Planned Public Improvement Projects reported to BOLI (Form WH-118).

| <b>Project Title</b>   | <b>Estimated Project Cost</b> | <b>Previous Fiscal Year's Expend.</b> | <b>Estimated FY25-27 Expend.</b> | <b>Future Fiscal Year's Expend.</b> |
|--|-------------------------------|---------------------------------------|----------------------------------|-------------------------------------|
| Ice Age Drive (*URA project)   | \$19,078,615                  | \$6,669,617                           | \$12,316,545                     | \$0                                 |
| Oregon St Improvements (Design and Construction; includes WQF)                       | \$9,753,988                   | \$810,000                             | \$362,020                        | \$8,581,109                         |
| 99W Pedestrian Bridge (*URA project)   | \$29,834,772                  | \$26,984,772                          | \$3,150,000                      | \$0                                 |
| Arrow Street Improvements  | \$1,675,091                   | \$1,175,091                           | \$500,000                        | \$0                                 |
| Oregon St @ Tonquin Rd & Murdock Rd Improvements                                     | \$2,800,000                   | \$0                                   | \$0                              | \$2,800,000                         |
| Cedar Creek Trail Supplemental Work and SW Alexander Lane Fence                      | \$1,332,499                   | \$1,329,349                           | \$3,150                          | 0                                   |
| Cedar Creek Trail Grade Separated Crossing and FEMA FIRM Map Correction              | \$24,000,000                  | \$80,000                              | \$80,000                         | \$23,840,000                        |
| Transportation System Plan (TSP) Update  | \$694,500                     | \$115,000                             | \$456,000                        | \$0                                 |
| Sunset-Timbrel Crosswalk Enhancements & Pedestrian Hybrid Beacon (Signal)            | \$520,000                     | \$106,300                             | \$413,700                        | \$0                                 |
| Annual Traffic Safety & Calming Program  | n/a                           | \$100,000                             | \$200,000                        | \$100,000/year                      |
| Timbrel from Middleton to Sunset (grind and overlay)                                 | 103,276                       | 35,000                                | 68,276                           | 0                                   |
| Schamburg from Division to end of road (reconstruct)- includes sewer and storm rehab | \$1,089,000                   | \$1,089,000                           | \$0                              | 0                                   |
| Sunset Overlay (Main-Cinnamon Hills)   | \$285,104                     | \$0                                   | \$285,104                        | \$0                                 |
| Willamette Overlay (Orcutt-Pine)   | \$79,890                      | \$0                                   | \$79,890                         | \$0                                 |
| Meinecke Roundabout (Cedar Brook to 99W)   | \$331,260                     | \$0                                   | \$331,260                        | 0                                   |
| Borchers Overlay (Daffodil to Roy Rogers)  | \$154,161                     | \$0                                   | \$154,161                        | \$0                                 |
| Borchers Overlay (Roy Rogers to Sydney)  | \$70,998                      | \$0                                   | \$70,998                         | \$0                                 |
| Rock Creek Sanitary Trunkline Phase B (Non-CWS City funding portion only)            | \$405,500                     | \$21,000                              | \$124,500                        | \$260,000                           |
| Brookman Area Sanitary Trunkline All Phases (All funding, CWS+City, split TBD)       | \$5,160,000                   | \$60,000                              | \$1,900,000                      | \$3,200,000                         |
| Sanitary Sewer Master Plan Update  | \$360,000                     | \$0                                   | \$360,000                        | \$0                                 |
| 2 <sup>nd</sup> & Park Streets Stormwater Facility Rehabilitation                    | \$335,000                     | \$100,000                             | \$235,000                        | \$0                                 |
| Gleneagle Drive Regional Storm Facility  | \$520,000                     | \$130,000                             | \$390,000                        | \$0                                 |
| Stormwater Master Plan Update  | \$360,000                     | \$0                                   | \$360,000                        | \$0                                 |

**CITY OF SHERWOOD  
CIP PROJECTS LISTING**

| <b>Project Title</b>   | <b>Estimated Project Cost</b> | <b>Previous Fiscal Year's Expend.</b> | <b>Estimated FY25-27 Expend.</b> | <b>Future Fiscal Year's Expend.</b> |
|--|-------------------------------|---------------------------------------|----------------------------------|-------------------------------------|
| Water Master Plan Update   | \$360,000                     | \$0                                   | \$360,000                        | \$0                                 |
| Annual Water Quality Facility Refurbishment Program                        | n/a                           | \$50,000                              | \$100,000                        | \$50,000/year                       |
| Annual Citywide Catch Basin Remediation Program                            | n/a                           | \$60,000                              | \$120,000                        | \$60,000/year                       |
| Annual Woodhaven Swale Reconstruction & Enhancement Program                | n/a                           | \$100,000                             | \$200,000                        | \$100,000/year                      |
| TVWD Capacity Improvements to 6.2mgd                                       | \$806,000                     | \$0                                   | \$806,000                        | \$0                                 |
| WRWTP - 20.0 mgd Expansion   | \$10,128,801                  | \$10,068,328                          | \$60,473                         | \$0                                 |
| Annual Routine Waterline Replacement Program                               | n/a                           | \$50,000                              | \$100,000                        | \$50,000/year                       |
| TS Road County Water & Utility Coordination                                | \$650,000                     | \$575,000                             | \$75,000                         | \$0                                 |
| Willamette River Water Treatment Plant - HVAC                              | \$1,048,550                   | \$0                                   | \$1,048,550                      | \$0                                 |
| SR-1 Sunset Reservoir #1   | \$179,014                     | \$0                                   | \$179,014                        | \$0                                 |
| SR-1 Sunset Reservoir #2   | \$133,113                     | \$0                                   | \$133,113                        | \$0                                 |
| SR-3 Kruger Reservoir  | \$156,000                     | \$0                                   | \$156,000                        | \$0                                 |
| Murdock Park Improvements & Restroom                                       | \$3,473,951                   | \$91,310                              | \$300,000                        | \$3,082,641                         |
| Trail Network Expansion  | \$900,000                     | \$0                                   | \$150,000                        | \$750,000                           |
| Tannery Site Cleanup   | \$7,270,141                   | \$350,000                             | \$5,920,141                      | \$1,000,000                         |
| Adjacent Lot to Art Center   | \$1,600,000                   | \$0                                   | \$100,000                        | \$1,500,000                         |
| Washington Reconstruction (Tualatin-Division)                              | \$877,702                     | \$0                                   | \$877,702                        | \$0                                 |
| Edy/Elwert Intersection Improvements (All Funding, County+City, split TBD) | \$5,050,000                   | \$0                                   | \$200,000                        | \$4,850,000                         |
| Edy Road Improvements (All Funding, County+City, split TBD)                | \$14,100,000                  | \$0                                   | \$900,000                        | \$13,200,000                        |



**CAPITAL IMPROVEMENT PLAN**  
**SECTION B**  
**FIVE-YEAR CAPITAL PROJECTS LIST**

# FY 25-27 Engineering Five Year Capital Improvement Plan

| Council Goal  | Outside Funding |  | Current estimated cost | FY 24/25 or prior | FY 25/26  | FY 26/27  | FY 27/28    | FY 28/29    | FY 29/30+    |
|---|-----------------|--|------------------------|-------------------|-----------|-----------|-------------|-------------|--------------|
| <b>STREETS; INCLUDES STORM AND SANITARY AS APPLICABLE</b> |                 |  |                        |                   |           |           |             |             |              |
| E, I, L   | *               | Oregon St Improvements & Regional WQF Design & Construction                  | \$9,153,988            | \$810,000         | \$181,440 | \$181,439 | \$7,981,109 |             |              |
| I, L, PS  | *               | Sidewalk on Meinecke/Washington North Side from Stella Olsen Park to Lee Dr  | \$460,000              |                   |           |           |             | \$460,000   |              |
| E, I  |                 | Arrow Street   | \$1,675,091            | \$1,175,091       | \$500,000 |           |             |             |              |
| E, I, L, PS   | *               | Oregon St @ Tonquin Rd & Murdock Rd Improvements                             | \$2,800,000            |                   |           |           | \$50,000    | \$450,000   | \$2,300,000  |
| I, L  | *               | Cedar Creek Trail – Supplemental Work and SW Alexander Lane Fence            | \$1,332,499            | \$661,028         | \$3,150   |           |             |             |              |
| I, L, PS  | *               | Cedar Creek Trail – Grade Separated Crossing of 99W_FEMA/FIRM Map Correction | \$24,000,000           | \$80,000          | \$80,000  |           |             |             | \$23,840,000 |
| I, L, PS  |                 | Transportation System Plan (TSP) Update                                      | \$694,500              | \$115,000         | \$335,000 | \$121,000 | \$82,500    | \$41,000    |              |
| I, L, PS  | *               | Edy Road Improvements from Borchers to Copper Terr – MSTIP 3F                | \$7,900,000            |                   |           | \$900,000 |             | \$2,000,000 | \$5,000,000  |
| I, L, PS  | *               | Edy Road/Elwert Road intersection improvements (signal or roundabout)        | \$5,250,000            |                   | \$200,000 |           | \$250,000   | \$750,000   | \$4,250,000  |
| I, L, PS  |                 | Sunset-Timbrel Crosswalk Enhancements & RRFB                                 | \$520,000              | \$106,300         | \$413,700 |           |             |             |              |
| I, L, PS  |                 | Traffic Safety and Calming   | \$568,021              | \$135,101         | \$100,000 | \$100,000 | \$100,000   | \$100,000   | \$100,000    |
| I, L, PS  |                 | Pine Street Phase II   | \$1,850,000            |                   |           |           |             | \$1,000,000 | \$850,000    |
| I, L, PS  | *               | Elwert Road Improvements from Haide/Handley to Edy                           | \$6,000,000            |                   |           |           |             | \$3,000,000 | \$3,000,000  |
| I, L, PS  | *               | Brookman Road Improvements from 99W to Ladd Hill Rd                          | \$16,000,000           |                   |           |           | \$50,000    | \$2,000,000 | \$13,950,000 |

\*Identifies projects where outside funding is either currently provided or where outside funding may be available

## Council Goals:

E – Economic Development

I – Infrastructure

L – Livability

PS- Public Safety

FR – Fiscal Responsibility

CE – Citizen Engagement

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| Council Goal    | Outside Funding |   | Current estimated cost | FY 24/25 or prior | FY 25/26  | FY 26/27    | FY 27/28  | FY 28/29    | FY 29/30+   |
|-----------------|-----------------|---|------------------------|-------------------|-----------|-------------|-----------|-------------|-------------|
| I, L, PS        | *               | Cedarbrook Way Improvements from Meinecke to Elwert                                     | \$8,800,000            |                   |           |             |           |             | \$8,800,000 |
| I, E            | *               | Langer Farms Parkway North from 99W to Roy Rogers                                       | \$4,750,000            |                   |           |             |           | \$600,000   | \$4,150,000 |
| I, L            | *               | Cedar Creek Trail - Segment 9-A Design & Construction from 99W to Edy                   | \$3,900,000            | \$400,000         |           |             |           | \$3,500,000 |             |
| I, L            | *               | Cedar Creek Trail - Segment 9-B Design & Construction from Edy to Roy Rogers            | \$3,600,000            | \$500,000         |           |             |           | \$3,100,000 |             |
| I, L, PS        | *               | Cedar Creek Trail – Segment 11 Design & Construction from Roy Rogers to Wildlife Refuge | \$900,000              |                   |           |             |           |             | \$900,000   |
| I,L,PS          | *               | Design of Chapman, Brookman and 99w intersection  | \$50,000               |                   |           |             |           |             | Unfunded    |
| <b>SANITARY</b> |                 |   |                        |                   |           |             |           |             |             |
| E, I            |                 | Rock Creek Trunk Capacity Upgrade   | \$405,500              | \$21,000          |           | \$124,500   | \$260,000 |             |             |
| E, I            | *               | Brookman Area SS Trunkline Extension  | \$5,160,000            | \$60,000          |           | \$1,900,000 |           |             | \$3,200,000 |
| E, I            | *               | Old Town Sanitary Sewer Improvements  | \$1,830,000            |                   |           |             |           |             | \$1,830,000 |
| FR              |                 | Sanitary System Master Plan and SDC Fee Update  | \$360,000              |                   | \$180,000 | \$180,000   |           |             |             |
| <b>STORM</b>    |                 |   |                        |                   |           |             |           |             |             |
| I               |                 | 2 <sup>nd</sup> and Park Storm Water Facility Rehabilitation                            | \$335,000              | \$100,000         | \$235,000 |             |           |             |             |
| I               |                 | Gleneagle Dr Regional Storm Water New Facility (extended detention basin)               | \$520,000              | \$130,000         | \$390,000 |             |           |             |             |
| FR              |                 | Stormwater Master Plan and SDC Fee Update   | \$360,000              |                   | \$180,000 | \$180,000   |           |             |             |
| <b>WATER</b>    |                 |   |                        |                   |           |             |           |             |             |
| I               |                 | TVWD Capacity Improvements 6.2 to 9.7mgd  | \$806,000              |                   | \$806,000 |             |           |             |             |
| I               |                 | WRWTP – 20.0 MGD Expansion  | \$10,128,801           | \$10,068,328      | \$60,473  |             |           |             |             |
| I               |                 | WRWTP- Seismic Resilience, Roof, HVAC   | \$1,048,550            |                   | \$181,418 | \$867,132   |           |             |             |

\*Identifies projects where outside funding is either currently provided or where outside funding may be available

**Council Goals:**

E – Economic Development

I – Infrastructure

L – Livability

PS- Public Safety

FR – Fiscal Responsibility

CE – Citizen Engagement

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| Council Goal | Outside Funding |   | Current estimated cost | FY 24/25 or prior | FY 25/26  | FY 26/27  | FY 27/28  | FY 28/29  | FY 29/30+   |
|--------------|-----------------|---|------------------------|-------------------|-----------|-----------|-----------|-----------|-------------|
| FR           |                 | Water Master Plan and SDC Fee Update  | \$360,000              |                   | \$180,000 | \$180,000 |           |           |             |
| I            |                 | Brookman Expansion Loop from SW Sherwood PRV to 99W (M7)  | \$184,000              |                   |           |           |           |           | \$184,000   |
| I            |                 | Brookman Expansion Loop from SW Sherwood PRV to 99W (M8)  | \$558,000              |                   |           |           |           |           | \$558,000   |
| I            |                 | Brookman Expansion Loop from SW Sherwood PRV to 99W (M9)  | \$675,000              |                   |           |           |           |           | \$675,000   |
| I            |                 | SW Sherwood PRV (V-1)   | \$166,308              |                   |           |           |           |           | \$166,308   |
| I            |                 | TEA Expansion Loop with Existing Oregon St Mains (M30, M31 & M33) *Funded with Ice Age Drive Improvements |                        |                   |           |           |           |           |             |
| I            |                 | SM-1.1 Tier 1 Backbone Near Hospital, Police, PW and Fire Station   | \$1,130,000            |                   |           |           |           |           | \$1,130,000 |
| I            |                 | SM-1.2 Tier 1 Backbone Near Sunset Reservoir and PS toward TVF&R and PW                                   | \$370,000              |                   |           |           |           |           | \$370,000   |
| I            |                 | SM-1.3 Tier 1 Backbone – Sunset Reservoir to Well #3  | \$425,000              |                   |           |           |           |           | \$425,000   |
| I            |                 | SM-1.4 Tier 1 Backbone – WTP to Sherwood Owned Reservoirs   | \$1,000,000            |                   |           |           |           |           | \$1,000,000 |
| I            |                 | SM-1.4 Tier 1 Backbone – WTP to Shared Vault with Wilsonville   | \$1,000,000            |                   |           |           |           |           | \$1,000,000 |
| <b>PARKS</b> |                 |   |                        |                   |           |           |           |           |             |
| I, L         | *               | Murdock Park Improvements and Restroom  | \$3,473,951            | \$91,310          | \$150,000 | \$150,000 |           |           | \$3,082,641 |
| I, L         |                 | Skate Park Restrooms  | \$250,000              |                   |           |           |           | \$250,000 |             |
| I, L         |                 | Moser Pass PUD Restroom   | \$215,000              |                   |           |           | \$215,000 |           |             |

\*Identifies projects where outside funding is either currently provided or where outside funding may be available

**Council Goals:**

E – Economic Development

I – Infrastructure

L – Livability

PS- Public Safety

FR – Fiscal Responsibility

CE – Citizen Engagement

| Council Goal                | Outside Funding |   | Current estimated cost | FY 24/25 or prior | FY 25/26    | FY 26/27    | FY 27/28    | FY 28/29    | FY 29/30+    |
|-----------------------------|-----------------|---|------------------------|-------------------|-------------|-------------|-------------|-------------|--------------|
| I, L                        |                 | Dog Park North of 99W   | \$150,000              |                   |             |             |             |             | \$150,000    |
| I, L                        |                 | Universally Accessible Destination Play Area (Inclusive) Infill Project | \$1,750,000            |                   |             |             |             |             | \$1,750,000  |
| I, L                        |                 | Trail Network Expansion Improvements Infill Project                     | \$900,000              |                   | \$75,000    | \$75,000    | \$300,000   | \$150,000   | \$150,000    |
| I, L                        |                 | Sherwood West 30 Acre Sports Complex                                    | \$12,750,000           |                   |             |             |             |             | \$12,750,000 |
| I, L                        |                 | Sherwood West 15 Acre Park and Two 3 Acre Neighborhood Parks            | \$12,600,000           |                   |             |             |             |             | \$12,600,000 |
| I, L                        |                 | Brookman Concept Area Parks   | \$6,375,000            |                   |             |             |             |             | \$6,375,000  |
| I, L                        |                 | Sherwood Field House Replacement  | \$7,500,000            |                   |             |             |             |             | \$7,500,000  |
| I, L                        |                 | Disc Golf Course  | \$75,000               |                   |             |             |             |             | \$75,000     |
| <b>GENERAL CONSTRUCTION</b> |                 |   |                        |                   |             |             |             |             |              |
| PS                          | *               | Tannery Site Cleanup (Part of Regional Storm Project)                   | \$7,270,141            | \$350,000         | \$1,500,000 | \$4,420,141 | \$1,000,000 |             |              |
| I, L                        |                 | Adjacent Lot to Arts Center   | \$1,600,000            |                   | \$100,000   | \$180,000   | \$700,000   | \$620,000   |              |
| I, L                        | *               | New Public Works Facility   | \$25,000,000           |                   |             |             | \$2,175,000 | \$2,175,000 | \$20,650,000 |
| <b>URA</b>                  |                 |   |                        |                   |             |             |             |             |              |
| E, I                        | *               | Ice Age Drive   | \$19,078,615           | \$6,669,617       | \$7,316,545 | \$5,000,000 |             |             |              |
| I, L, PS                    | *               | 99W Pedestrian Bridge   | \$30,134,772           | \$26,984,772      | \$3,150,000 |             |             |             |              |

\*Identifies projects where outside funding is either currently provided or where outside funding may be available

**Council Goals:**

E – Economic Development

I – Infrastructure

L – Livability

PS- Public Safety

FR – Fiscal Responsibility

CE – Citizen Engagement

**CAPITAL IMPROVEMENT PLAN**  
**SECTION C**  
**FIVE-YEAR MAINTENANCE/OPERATIONAL**  
**CAPITALIZED PROJECTS LIST**

# FY 25-27 Public Works Five Year Capital Improvement Plan Maintenance Projects

|   | Current<br>estimated cost | FY 24/25<br>or prior | FY 25/26         | FY 26/27         | FY 27/28  | FY 28/29  | FY 29/30+ |
|---|---------------------------|----------------------|------------------|------------------|-----------|-----------|-----------|
| <b>STREETS; INCLUDES STORM AND SANITARY AS APPLICABLE</b>         |                           |                      |                  |                  |           |           |           |
| Washington from Tualatin to Schamburg (reconstruct)               | \$877,702                 |                      | <b>\$877,702</b> |                  |           |           |           |
| Timbrel from Middleton to Old Pacific Hwy (grind and overlay)     | \$119,057                 |                      |                  |                  |           |           | \$119,057 |
| Alexander Lane from Dead End to Smith (grind and overlay)         | \$78,000                  |                      |                  |                  |           | \$39,000  | \$39,000  |
| Oregon Street from Lincoln to Hall (grind and overlay)            | \$248,747                 |                      |                  |                  |           | \$248,747 |           |
| Oregon Street from Orland to Brickyard and 70' East (reconstruct) | \$67,467                  |                      |                  |                  |           | \$67,467  |           |
| Oregon Street from Lower Roy to Orland (reconstruct)              | \$42,484                  |                      |                  |                  |           | \$42,484  |           |
| Oregon Street from Hall to Lower Roy (reconstruct)                | \$49,744                  |                      |                  |                  |           | \$49,744  |           |
| Willamette Street from Orcutt to Pine (reconstruct)               | \$79,890                  |                      |                  | <b>\$79,890</b>  |           |           |           |
| Sunset (Main to Cinnamon Hill), grind and overlay                 | \$285,104                 |                      | <b>\$285,104</b> |                  |           |           |           |
| Sunset (Cinnamon Hill to Pine), grind and overlay                 | \$410,078                 |                      |                  |                  |           | \$410,078 |           |
| Meinecke from Cedar Brook Way to 99W                              | \$331,260                 |                      |                  | <b>\$331,260</b> |           |           |           |
| Meinecke from 99W to Dewey Roundabout                             | \$195,557                 |                      |                  |                  |           | \$195,557 |           |
| Sidewalk on Sunset From Cinnamon Hills to Main                    | \$100,000                 |                      |                  |                  |           |           | \$100,000 |
| Borchers from Edy to Daffodil (grind and overlay)                 | \$303,944                 |                      |                  |                  | \$303,944 |           |           |
| Borchers from Daffodil to Roy Rogers (grind and overlay)          | \$154,156                 |                      |                  | <b>\$154,156</b> |           |           |           |
| Sidewalk on Borchers – In front of PGE property                   | \$100,000                 |                      |                  |                  |           |           | \$100,000 |
| Borchers from Roy Rogers to Sydney (grind and overlay)            | \$70,988                  |                      |                  | <b>\$70,998</b>  |           |           |           |
| Baler from T-S Rd and Langer (grind and overlay)                  | 74,947                    |                      |                  |                  |           |           | \$74,947  |
| Sunset from Pine to Aldergrove (grind and overlay)                | \$240,876                 |                      |                  |                  |           |           | \$240,876 |
| Sunset (Brittany to Murdock), grind and overlay                   | \$221,000                 |                      |                  |                  |           | \$221,000 |           |
| Century from T-S Rd and Sherwood Industrial (grind and overlay)   | \$376,567                 |                      |                  |                  |           | \$376,567 |           |

|  | Current<br>estimated cost | FY 24/25<br>or prior | FY 25/26        | FY 26/27        | FY 27/28 | FY 28/29 | FY 29/30+ |
|--|---------------------------|----------------------|-----------------|-----------------|----------|----------|-----------|
| Fair Oaks Ct from Fair Oaks Dr to cul-de-sac                       | \$27,867                  |                      |                 |                 |          |          | \$27,867  |
| Fair Oaks Dr from cul-de-sac to Fair Oaks                          | \$51,333                  |                      |                 |                 |          |          | \$51,333  |
| Fair Oaks Dr from Fair Oaks to Murdock                             | \$61,453                  |                      |                 |                 |          |          | \$61,453  |
| Cochran from Upper Roy to June Ct (grind and overlay)              | \$102,489                 |                      |                 |                 |          |          | \$102,489 |
| Cochran from June Ct to Willamette (grind and overlay)             | \$53,613                  |                      |                 |                 |          |          | \$53,613  |
| June Ct from Cochran to cul-de-sac (grind and overlay)             | \$51,333                  |                      |                 |                 |          |          | \$51,333  |
| May Ct from Upper Roy to cul-de-sac (grind and overlay)            | \$73,578                  |                      |                 |                 |          |          | \$73,578  |
| Norton Ave from Barnsdale to Forest (grind and overlay)            | \$52,232                  |                      |                 |                 |          |          | \$52,232  |
| Norton Ave from Forest to Willamette (grind and overlay)           | \$111,522                 |                      |                 |                 |          |          | \$111,522 |
| Lincoln St from Darla Kay to Clifford (grind and overlay)          | \$15,253                  |                      |                 |                 |          |          | \$15,253  |
| Lincoln St from Oregon to Darla Kay (grind and overlay)            | \$87,083                  |                      |                 |                 |          |          | \$87,083  |
| Lincoln St from Clifford to Willamette (grind and overlay)         | \$25,813                  |                      |                 |                 |          |          | \$25,813  |
| Railroad/1 <sup>st</sup> alley (Park and Main) (grind and overlay) | \$45,650                  |                      |                 |                 |          |          | \$45,650  |
| Railroad at Park/Main (grind and overlay)                          | \$16,060                  |                      |                 |                 |          |          | \$16,060  |
| Handley St from Roellich to Cedar Brook Wy (grind and overlay)     | \$98,694                  |                      |                 |                 |          |          | \$98,694  |
| Langer Drive from Holland to E Baler (grind and overlay)           | \$105,698                 |                      |                 |                 |          |          | \$105,698 |
| Park Row from Division to Willamette (reconstruct)                 | \$56,479                  |                      |                 |                 |          |          | \$56,479  |
| Villa Rd from Park to pedestrian path (reconstruct)                | \$34,467                  |                      |                 |                 |          |          | \$34,467  |
| <b>SANITARY</b>  |                           |                      |                 |                 |          |          |           |
| Old Town Laterals (Transfer to Operations)                         |                           |                      |                 |                 |          |          |           |
| <b>STORM</b>   |                           |                      |                 |                 |          |          |           |
|  |                           |                      |                 |                 |          |          |           |
| Water Quality Facility Refurbishments                              | \$on-going                | \$184,558            | <b>\$50,000</b> | <b>\$50,000</b> | \$50,000 | \$50,000 | \$50,000  |



|   | Current<br>estimated cost | FY 24/25<br>or prior | FY 25/26         | FY 26/27         | FY 27/28  | FY 28/29    | FY 29/30+ |
|---|---------------------------|----------------------|------------------|------------------|-----------|-------------|-----------|
| Citywide Catch Basin Remediation program              | \$on-going                | \$130,000            | <b>\$60,000</b>  | <b>\$60,000</b>  | \$60,000  | \$60,000    | \$60,000  |
| Woodhaven Swales                                      | \$on-going                | \$25,000             | <b>\$100,000</b> | <b>\$100,000</b> | \$100,000 | \$100,000   | \$75,000  |
| Fair Oaks Drainage                                    | \$60,000                  |                      |                  |                  |           |             | \$60,000  |
| <b>WATER</b>  |                           |                      |                  |                  |           |             |           |
| Routine Waterline Replacement Program                 | \$on-going                |                      | <b>\$50,000</b>  | <b>\$ 50,000</b> | \$ 50,000 | \$50,000    | \$50,000  |
| T/S County Conflict Improvements                      | \$650,000                 | \$575,000            | <b>\$75,000</b>  |                  |           |             |           |
| Resiliency Improvements-Piping Oregon St-<br>Backbone | \$1,300,000               |                      |                  |                  |           | \$1,300,000 |           |
|   |                           |                      |                  |                  |           |             |           |
| SR-1 Sunset Reservoir #1                              | \$179,014                 |                      |                  | <b>\$179,014</b> |           |             |           |
| SR-2 Sunset Reservoir #2                              | \$133,113                 |                      |                  | <b>\$133,113</b> |           |             |           |
| SR-3 Krueger Reservoir                                | \$156,000                 |                      |                  | <b>\$156,000</b> |           |             |           |
| SW-4 Resiliency Upgrade - Well #6                     | \$61,000                  |                      |                  |                  |           | \$61,000    |           |

**Agenda Item:** Consent Agenda

**TO:** Sherwood City Council

**FROM:** David Bodway, Finance Director

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

**SUBJECT: Resolution 2025-029, Authorizing an Interfund Loan from the Water Fund to the 2021 URA Capital Projects Fund**

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**Issue:**

Should the City of Sherwood authorize an Interfund Loan from the Water Fund to the 2021 URA Capital Projects Fund?

**Background:**

On December 12, 2023, City Council authorized the City Manager Pro Tem to prepare a loan from the City to the Urban Renewal Agency to assist in the construction of the Hwy 99W Pedestrian Bridge through resolution 2023-085.

Currently the 2021 URA Capital Projects Fund has limited resources and is requesting a \$12,000,000 loan from the Water Fund to continue the buildout of the city's Pedestrian Bridge. This is a capital related project.

ORS 294.468 allows a local government to loan money from one fund to another and this type of borrowing has been utilized by the city in the past.

**Financial Impacts:**

There are no immediate financial impacts of approving this resolution. However, the yearly loan repayment must be budgeted and will be a part of the annual budgeting process.

**Recommendation:**

Staff respectfully recommends City Council adoption of Resolution 2025-029, Authorizing an Interfund Loan from the Water Fund to the 2021 URA Capital Projects Fund.



## RESOLUTION 2025-029

### AUTHORIZING AN INTERFUND LOAN FROM THE WATER FUND TO THE 2021 URA CAPITAL PROJECTS FUND

**WHEREAS**, the City of Sherwood is permitted under ORS 294.468 to loan money from one fund to another, provided the loan is authorized by an official resolution; and

**WHEREAS**, the resolution must state the fund from which the loan is made and the fund to which the loan is made, the purpose of the loan, the principal amount of the loan, interest rate and repayment schedule; and

**WHEREAS**, this loan is considered a capital loan and must be repaid in full within 10 years; and

**WHEREAS**, inter-fund loans are less expensive to the City as a whole than external borrowings.

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

**Section 1.** **Approval of the Interfund Loan.** The Water Fund shall pay to the 2021 URA Capital Projects Fund \$12,000,000 to assist with the continue build of the city's pedestrian bridge. Such loan shall bear interest at 4.6%, which is the rate earned on the City's deposit in the State Local Government Investment Pool for the effective date nearest the date of this resolution; and be paid in installments over ten years, with the first annual payment due May 20, 2026. The loan may be prepaid without penalty.

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**Section 2.    Loan Repayment Schedule.**

| <b>Year</b>   | <b>Principal</b>       | <b>Interest</b>       | <b>Total Paid</b>      | <b>Balance</b>  |
|---------------|------------------------|-----------------------|------------------------|-----------------|
| 2026          | \$0.00                 | \$322,000.00          | \$322,000.00           | \$12,000,000.00 |
| 2027          | \$0.00                 | \$552,000.00          | \$552,000.00           | \$12,000,000.00 |
| 2028          | \$0.00                 | \$552,000.00          | \$552,000.00           | \$12,000,000.00 |
| 2029          | \$859,356.66           | \$542,167.82          | \$1,401,524.48         | \$11,140,643.34 |
| 2030          | \$1,527,802.23         | \$480,525.45          | \$2,008,327.68         | \$9,612,841.11  |
| 2031          | \$1,599,581.96         | \$408,745.72          | \$2,008,327.68         | \$8,013,259.15  |
| 2032          | \$1,674,734.05         | \$333,593.63          | \$2,008,327.68         | \$6,338,525.10  |
| 2033          | \$1,753,416.95         | \$254,910.73          | \$2,008,327.68         | \$4,585,108.15  |
| 2034          | \$1,835,796.57         | \$172,531.11          | \$2,008,327.68         | \$2,749,311.58  |
| 2035          | \$1,922,046.57         | \$86,281.11           | \$2,008,327.68         | \$827,265.01    |
| 2036          | \$827,265.01           | \$9,537.81            | \$836,802.82           | \$0.00          |
| <b>Totals</b> | <b>\$12,000,000.00</b> | <b>\$3,714,293.38</b> | <b>\$15,714,293.38</b> |                 |

**Section 3.    Effective Date.** This Resolution shall become effective upon its approval and adoption.

**Duly passed by the City Council this 20<sup>th</sup> of May, 2025.**

\_\_\_\_\_  
Tim Rosener, Mayor

Attest:

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

**TO:** Sherwood City Council

**FROM:** Brad Crawford, IT Director

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

**SUBJECT: Resolution 2025-030, Authorizing the City Manager to sign a Construction Contract with North Sky Communications for Broadband Construction**

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**Issue:**

Should the City Council authorize the City Manager to execute a construction contract with North Sky Communications for the construction of the Broadband Deployment Program funded grant project.

**Background:**

The City has applied for and received a Broadband Deployment Program (BDP) state grant of \$9,006,867.42 to expand Broadband in the rural area south of Sherwood. The City solicited competitive bids from contractors and opened bids on April 30th, 2025 to determine the lowest responsive bidder. The lowest responsive bidder was **North Sky Communications LLC** with a bid of \$5,993,065.00. The bidding process is currently past the seven (7) day protest period.

City staff expects the work to begin near the end of July, 2025 and to be completed by the September 2026 deadline. Should this project not be completed by this deadline the City of Sherwood would be responsible for completing this project with its own funds and/or repayment back to the State of Oregon.

Staff requests that Sherwood City Council approve this resolution authorizing the City Manager to execute a construction contract with the lowest responsive bidder (North Sky Communications LLC) in a Base Contract Amount of \$5,993,065.00 with Contingency of \$2,000,000.00 of the construction of this BDP funded project and potentially funding the construction of our other \$1,000,000.00 Representative Salinas funded broadband projects.

**Financials:**

The construction of the BDP funded Broadband is included in the FY25/27 proposed budget. This grant is a reimbursement grant and therefore the City will be reimbursed on a quarterly basis when phases of the project are complete. If the terms and conditions of the Salinas funded broadband project allow the City to use this North Sky contract staff would like to include that scope of work under this contract.

**Recommendation:**

Staff respectfully requests adoption of Resolution 2025-030, Authorizing the City Manager to sign a Construction contract with North Sky Communications for Broadband Construction and the Representative Salinas funded broadband projects to North Sky Communications LLC.



## RESOLUTION 2025-030

### AUTHORIZING THE CITY MANAGER TO SIGN A CONSTRUCTION CONTRACT WITH NORTH SKY COMMUNICATIONS

**WHEREAS**, the City was awarded a Broadband Deployment Program grant in the amount of \$9,006,867.42 for broadband expansion; and

**WHEREAS**, the City solicited contractors using a competitive bidding process per ORS 279C, OAR 137-049; and

**WHEREAS**, the City opened bids on April 30th, 2025 and issued the Notice of Intent to Award with the mandatory seven (7) day protest period which is currently in process; and

**WHEREAS**, North Sky Communications LLC has been identified by City staff as the lowest responsive bidder; and

**WHEREAS**, staff recommends the City Council authorize the City Manager to execute a construction contract with North Sky Communications LLC substantially similar as shown in Exhibit A with a Base Contract Amount of \$5,993,065.00 and Contingency of \$2,000,000.00 for this contract and other grant funded project work.

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

**Section 1:** The City Manager is hereby authorized to execute a construction contract upon the completion of the seven (7) day protest period with North Sky Communications LLC in a Base Contract Amount of \$5,993,065.00 with a contingency of \$2,000,000.00 of the Base Contract Amount for the grant funded broadband expansion projects.

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

**Duly passed by the City Council this 20<sup>th</sup> of May, 2025.**

\_\_\_\_\_  
Tim Rosener, Mayor

Attest:

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



Home of the Tualatin River National Wildlife Refuge

**Sherwood Broadband  
IT Department**  
22560 SW Pine St.  
Sherwood, OR 97140  
503-925-2308

## CONTRACT FOR CONSTRUCTION SERVICES

**PROJECT NAME:** BDP – City of Sherwood Broadband Expansion

**CONTRACT PARTIES:** **City of Sherwood** and **North Sky Communications, LLC**  
[hereafter called City] [hereafter called Contractor]

**C.O.S. PROJECT MANAGER:** Todd Hurd

**ACCOUNT #:** 7010 **FUND #:** 49 **DEPT:** 90 **JOB #:** 277BB  
**VENDOR #:** 0225

**SCOPE of WORK:** Attached as Exhibit A ☒ **FEE SCHEDULE:** Attached as Exhibit B ☒

**SCHEDULE of WORK:** effective date: 05/01/2025 expiration date: 12/30/2028

**PAYMENT:** City agrees to pay Contractor based on the Fee Schedule an amount not to exceed **\$5,993,065.00** for the Scope of Work.

A performance bond and a payment bond, each in the amount of 100% of the maximum contract payment amount set forth immediately above, and a maintenance bond effective for two years from the date of project completion in the amount of 10% of the maximum contract payment amount set forth immediately above, ☒ are ☐ are not required for this Contract.

This Contract ☒ is ☐ is not subject to State of Oregon prevailing wage requirements. Workers must be paid not less than the applicable prevailing wage rates in accordance with ORS 279C.838 and 279C.840. Federal funds ☒ are ☐ are not being used for this project. If federal funds are being used, workers must be paid not less than the higher of the applicable state or federal rate.

### CONTRACTOR DATA, REGISTRATION, and SIGNATURE

**CONTRACTOR FIRM:** North Sky Communications, LLC **CCB #:** 208747  
**ADDRESS:** 16701 SE McGillivray Blvd #200 Vancouver, WA  
**VOICE:** 360-254-6920 **FAX:**  
**CONTACT:** Rodney Kuenzi **TITLE:** President

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-7 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

**CONTRACTOR:**

signature

date

### CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

**CITY PROJECT MANAGER:**

signature

date

**DEPARTMENT DIRECTOR:**

signature

date

**FINANCE DIRECTOR:**

signature

date

**CITY MANAGER:**

signature

date

**CITY ATTORNEY**  
**Approved as to Form:**

signature

date

Construction Services Contract  
Revised December 2020  
Page 1 of 47

## **STANDARD CONTRACT PROVISIONS**

*(These provisions not to be altered without approval of the City Attorney.)*

### **1. Access to Records**

The Contractor shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

### **2. Audits**

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. If the payments to the Contractor were in excess of the amount to which the Contractor was entitled by five percent (5%) or more, then Contractor shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

### **3. Effective Date and Duration**

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

### **4. Payments**

City agrees to pay Contractor based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Contractor shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Contractor or shall notify Contractor in writing of any dispute with regard to such invoice.

### **5. Early Termination of Contract**

- (a) The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Contractor, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
  - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Contractor's work;
  - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
  - (3) Contractor no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Contractor no longer meets requirements for such license or certificate.
  - (4) City determines, in its sole discretion, that Contractor has violated section 25, **Information Technology**.
- (d) Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract,

Construction Services Contract  
Revised December 2020



Contractor shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

**6. Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Contractor due to a breach by the City, the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Contractor, the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Contractor's work product will become and remain property of the City.

**7. Remedies**

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Contractor, the City may complete the work itself, by contract with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.
- (d) The City reserves the right to self-perform any part of the contracted scope that City deems beneficial to the City, City customers, or to assist with meeting the project timeline.

**8. Subcontracts and Assignment**

Contractor shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-contractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this Contract, the Contractor and its sub-contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Contractor further agrees that Contractor will be solely responsible for ensuring any sub-contractors fully comply with the terms of this Contract, and that Contractor will be solely liable for actions or omissions of sub-contractors under this Contract. City reserves the right to review the subcontractors proposed, and the Contractor shall not retain a subcontractor to which City has a reasonable objection.

**9. Compliance with Applicable Law**

In connection with its activities under this Contract, Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

**10. Indemnity - Standard of Care**

If Contractor's services involve engineering or planning consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or planning contractors performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City will not operate as a waiver or release.

Contractor acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Contractor's and Contractor's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Contractor's activities are deemed to include those of subcontractors. The City may, at any time at its election assume its own defense and settlement in the event that it determines that Contractor is not adequately defending the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so.

If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

This section will survive the termination or revocation of this Contract, regardless of cause.

**11. Insurance**

Contractor shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Contractor, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance by the City, "all risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the Contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the maximum compensation under this Contract, as specified on the cover page of this Contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include the City, the Contractor, and its sub-contractors as their interests may appear. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Contractor shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract.

**12. Ownership of Work Product**

All work products of the Contractor, which result from this Contract, are the exclusive property of the City; provided, that Contractor is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Contractor has resigned, this Contract has been terminated, Contractor's scope of services has been modified, or Contractor's services under this Contract have been completed.

**13. Nondiscrimination**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**14. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**15. Severability**

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

**16. Waiver**

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

**17. Errors**

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

**18. Governing Law; Forum**

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this

Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

**19. Amendments**

The City and the Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor.

**20. License**

Prior to beginning work under this Contract, the Contractor shall provide a Construction Contractor's Board (CCB) license number in the space provided on page one of this Contract.

**21. Payment to Vendors and Sub-contractors**

Contractor must promptly pay any persons supplying services, material, or equipment to Contractor in its performance of the work under this Contract. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**22. Exhibits**

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

**List of Exhibits**

Exhibit A – Scope of Work/Contract Drawings

Exhibit B – Fee Schedule

**23. Merger Clause**

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

**24. Mediation**

- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**25. Information Technology**

If Contractor access to City's information technology systems is necessary for the performance of this Contract:

- (a) Contractor agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
- (b) Contractor shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Contractor's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Contractor will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
- (d) Contractor will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Contractor's access to City's information technology systems.

**26. Notice**

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Contractor under this Contract shall be provided to the Contractor Contact specified on the cover page of this Contract at the address for the Contractor specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. **Miscellaneous Terms**

- (a) Contractor Identification. Contractor shall furnish Contractor's employer identification number to City, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.
- (b) Duty to Inform. Contractor shall give prompt written notice to City if, at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Contractor's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279C.505, Contractor shall:
  - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract.
  - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
  - (5) Demonstrate that an employee drug testing program is in place.
- (b) As provided by ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Contractor violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279C.520:
  - i. A person may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

- (1) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
- (2) For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- ii. Contractor must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- iii. Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
- iv. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- (e) Contractor must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (f) As provided by ORS 279C.510, if this is:
  - (1) A contract for demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
  - (2) A contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- (g) As provided by ORS 279C.515:
  - (1) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this Contract as the claim becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.
  - (2) If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or the Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the ten (10) day period within which payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
  - (3) If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
  - (4) Paying a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- (h) As provided by ORS 279C.580, Contractor shall include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
  - (1) A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of amounts the City pays to Contractor under this contract.
  - (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor.
  - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
    - a. Notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and
    - b. Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
  - (4) An interest penalty clause that obligates Contractor, if Contractor does not pay the first-tier subcontractor within thirty (30) days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or a first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or a first-tier subcontractor did not

make payment when payment was due is that Contractor or a first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty:

- a. Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
- b. Is computed at the rate specified in ORS 279C.515(2).

Additionally, Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards set forth above in each of the first-tier subcontractor's subcontracts and shall require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractor's subcontracts with each lower-tier subcontractor or supplier.

- (i) Construction Contractors Board (CCB) requirements: Contractor must have a payment bond filed with CCB when required by ORS 279C.380 and 279C.390. Contractor and each subcontractor must have a public works bond filed with CCB before starting work under this Contract, unless exempt under state law.

***[SIGNATURES ON COVER PAGE TO CONTRACT]***