



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, June 17, 2025

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

**City Council Executive Session
(ORS 192.660(2)(d), Labor Negotiator Consultations)
(Following the 7:00 pm Regular Meeting)**

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



Home of the Tualatin River National Wildlife Refuge

5:30 PM CITY COUNCIL WORK SESSION

- 1. Opioid Review Discussion**
(David Bodway, Finance Director)
- 2. Police Advisory Board Update**
(Ty Hanlon, Police Chief)

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 June 3, 2025 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. Resolution 2025-040, Authorizing a Loan from the Special Public Works Fund for the construction of Ice Age Drive** (Eric Rutledge, Community Development Director)
 - C. Resolution 2025-041, Authorizing the City Manager to Execute a Construction Contract for the Sunset-Timbrele Crosswalk Safety Project** (Rich Sattler, Interim Public Works Director)
 - D. Resolution 2025-042, Reappointing Tyler Barns to the Sherwood Planning Commission**
(Sean Conrad, Planning Manager)
 - E. Resolution 2025-043, Reappointing Daniel Bantz to the Sherwood Planning Commission**
(Sean Conrad, Planning Manager)
 - F. Resolution 2025-044, Reappointing Jean Simson to the Sherwood Planning Commission**
(Sean Conrad, Planning Manager)
 - G. Resolution 2025-045, Reappointing Justin Kai to the Sherwood Planning Commission**
(Sean Conrad, Planning Manager)
- 6. CITIZEN COMMENTS**
- 7. CITY MANAGER REPORT**
- 8. COUNCIL ANNOUNCEMENTS**
- 9. ADJOURN TO EXECUTIVE SESSION**
- 10. EXECUTIVE SESSION**

AGENDA

SHERWOOD CITY COUNCIL June 17, 2025

5:30 pm City Council Work Session

7:00 pm City Council Regular Session

**City Council Executive Session
(ORS 192.660(2)(d), Labor Negotiator
Consultations)
(Following the 7:00 pm Regular
City Council Meeting)**

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

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A. ORS 192.660(2)(d), Labor Negotiator Consultations (Sebastian Tapia, Interim City Attorney)

11. ADJOURN

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

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

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
June 3, 2025

1. **CALL TO ORDER:** Mayor Rosener called the work session to order at 5:20 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, IT Director Brad Crawford, Community Development Director Eric Rutledge, Planning Manager Sean Conrad, Economic Development Manager Erik Adair, Interim Public Works Director Rich Sattler, Finance Director David Bodway, HR Director Lydia McEvoy, and City Recorder Sylvia Murphy.
4. **TOPICS:**

A. Old Town Strategic Plan Update

Planning Manager Sean Conrad introduced consultants Jason Graf, Principal and Ramin Rezvani, Design Principal with First Forty Feet. Mr. Graf presented information (see record, Exhibit A). Mr. Graf addressed Strategic Plan Elements and Actions (page 6 of Exhibit A) and stated they were focused on three areas: Sense of Arrival to include improved visibility of Oldtown and looking at opportunities for pedestrian walking and biking to Oldtown and strengthen businesses and growth over time. He addressed Business Health and Growth and spoke of partnerships that the city already had with businesses and the Chamber of Commerce and spoke of branding and attracting targeted businesses and actions to consider. He mentioned the City of Tigard as an example. He addressed Infrastructure and Development and said they had a survey out to businesses in Oldtown asking various questions. He said one of the biggest drivers for the Council to consider is what is the future for growth and where would that occur and what decisions could be made as part of the Strategic Action Plan to advance a few priorities within a five-year timeframe. He stated there are several actions listed and a handful that can start moving forward in the five-year timeframe. He stated they would focus on actions that the city could identify as actions to move forward on. He stated that he would walk through a future scenario of growth in Oldtown that would focus on two main corridors: Pine Street and Columbia Street. He explained they would ask questions about where the Council would like to see development occur and sites that the Council might want to focus on and identify key infrastructure projects that the city may want to plan for. He referred to page 8 and explained that Pine Street was a signature street coming into town (front door) and he identified vacant lots and underutilized properties along Pine and Columbia that had potential for future growth. He stated part of the conditions they were concerned about was the redevelopment site around the current public works site and PUD site are isolated.

Mr. Graf addressed page 9 and areas along Pine Street labeled “beginning, middle and end” and said great streets in downtowns have edge to edge retail, they have activities or anchors. He identified the core area along Pine Street. He stated in the area labeled “beginning” there’s an opportunity to create a sense of arrival and stated this was important to do. He stated Columbia Street was a growth area and they would look at opportunities to make that more accessible for development. He referred to the area labeled “H” and said this was retail/commercial in that area and said it was hard for this zoning to work if there was not a way to get to that use. He said he thinks a commitment to extend Columbia Street as a new connection could open up that site as a viable retail commercial site and possibly keep the Field House and repurpose it. He addressed Pine Street and spoke of curb-less streets and said the curb-less streets were the DNA of downtown. He spoke of the Cannery Square and the Robin Hood Plaza being anchored on Pine Street. He said extending the curb-less street from 1st Street to 3rd Street might be a consideration to set the stage for development. He said another consideration would be to extend Columbia Street to Oregon Street and creating a “new front door” to Oldtown. He said they have been working with HHPR on various options to extend Columbia Street and explained options A through C and the advantages of a roundabout in option C. Discussion followed regarding the effects to Lincoln Street. Mr. Graf addressed a potential pedestrian crossing on Washington Street and Councilor Mays commented regarding the challenges with significant transportation elements. Mr. Graf mentioned he spoke with the City Engineer, Jason Waters regarding past issues with working with the railroad and potential opportunities with their new leadership. Mr. Graf explained the option for a “rail trail” and its connectivity. Mr. Graf recapped the feedback they received from community events and Sherwood Main Street to include wanting walkability, more restaurants, places for families, more housing and more shops. Council asked if hotels were included in the feedback and Mr. Graf replied not directly but they were included in their market study and stated he believed there were two potential locations that looked good. He stated he would share information received from the PAC and Main Street meetings, and as they consider new buildings and new development, they were aware of the city’s standards and code. He referred to a historical building on Railroad Street with elements of a cornice line, vertical bays and vertical windows, active ground floors, and cloth awnings. He stated through their market study they have a sense of what types of products are likely viable in the community that not only meet the city’s code but are feasible from a development perspective. He referred to the intersection of 3rd and Pine and Site B and said they spoke with the property owner and what they had envisioned, and modeled a program around that with commercial on the ground floor and apartments on the top floors. He referred to Site A and their vision of a mixed use site and said based on the market study, they would see what development could look like. Mr. Graf referred to pages [186](#) and [197](#) and the various development renderings for the intersection of 3rd and Pine with commercial on the ground level. He added that some of the considerations for developers is the ability for parking and said in Smockville, ground floor parking was not allowed and if there was any parking developed it would have to be underground. He explained the available parking opportunities. He spoke of the importance of having a beginning, middle and end of Pine Street especially with the properties the city controls ensuring that ground floor commercial was a component of development. He spoke of the curb-less streets in downtown and this being it’s DNA and the importance of continuing with public spaces such as the plaza and considering asking developers for mixed use buildings and public amenities that are important as this was the front door to the community. He spoke of the food cart pod on page [196](#) and the potential for a phase project. He referred to the rendering on page [2047](#) and stated the building on the right would require acquisition of the adjacent property. Mr. Graf shared the feedback they received from one group and a comment of the renderings looking like the death of Oldtown. Council comments were received that they loved the options presented and discussion followed in favor of the renderings. Mr. Graf added that everyone agreed that it was important to have mixed use and ground floor commercial on Pine Street and bring more residents into Oldtown. Mr. Graf referred to page [2249](#) and said they spoke with the owners of Symposium and they were interested in a mixed use scenario and developed a plan for ground floor commercial and a

couple of stories for housing above. He stated this rendering had a center core atrium with interior restaurants. Council commented regarding Senate Bill 1537 and the opportunity to partner with developers. Councilor Mays asked if Site C was cleaned of contaminants and City Manager Sheldon replied he did not know. Mr. Graf stated that they heard a development proposal was received for the old gas station site but they had not seen the drawings and knows that there was a fourth level residential proposal to include commercial as well. Mr. Graf addressed page 230 and said Site D, was a city owned property. He said Site G is the city's PUD site and believed mixed use residential could work at this location and stated he believed the code worked well for that. He referred to Site D and the Pine and 3rd sites and asked the Council to consider development incentives. He addressed page 234 and the rendering of what the buildout could look like. He said Site D could be an extension of the Arts Center, or a semipublic facility or private use. He referred to Site E and said the property was zoned High Density Residential and said a consideration of the Council, considering that Cannery Square is a vital amenity, was to have active commercial use on all sides of the square and this being a way to strengthen that space. He asked if there would be some value in the office flex site and that becoming a retail commercial zone versus high density residential. He said they knew that the PUD site allowed for mixed use and Site F allowed for high density residential and this was in character with the Cannery Row Apartments. He said he believed you don't need retail and commercial everywhere. He referred to Site G and said it's ground floor commercial and housing above or it could be a boutique/hotel. He said in speaking with their marketing analyst, he was interested in the site close to cannery square because it was within walking distance of Oldtown and the Arts Center. He said they heard other perspectives of cannery square being the "living room" and if there should be strangers in a hotel next to that or multi-family use. He said he believed if Columbia Street were to be extended to Oregon Street with a hotel near the current fire station, this would be a great "front door". Comments were received regarding people biking and taking a trolley. Mayor Rosener commented regarding Site D and replicating that to the former historic train station with shops or being a covered space where Saturday Market can operate from allowing for a longer season. Mr. Graf addressed page 253, along Columbia Street and said Site G is the PUD with public works just outside of that site. He referred to page 264 and the buildings along Columbia and said they believe there are important things to consider in managing the scale and length of the buildings and in the rendering the buildings are broken up into smaller modules. He commented that they have spoken with developers regarding the mixed use of commercial and residential and they are seeing the viability in terms of being able to construct and get a return on investment. Council discussion followed and comments were received regarding the need for parking with residential development. Mr. Graf added that there is only so much support for commercial in Oldtown and there was a basic configuration of retail that worked best, and that is when you have retail on both sides of the street about 12,000 feet long and said this was an extension of what you already have on Pine Street. He said the cannery residential building is already creating a gap of where retail could go and believed to compliment across the street, it would be residential with a focus on commercial towards the cannery square and towards Oregon Street. He referred to page 275 and Oregon Street and the rail line near the community garden and said by extending Columbia Street (page 286) this impacts the fire station, but it creates the alignment to Langer and creates that "front door". He said these sites become more viable for a variety of uses. He referred to the area on the left and said maybe the fieldhouse isn't here and that could be boutique, grocery, or butcher shop type of mix use and you would still have inline commercial store frontage along Columbia, with primarily residential on the other side with ground floor commercial. He said they heard that the back side of this building needs some type of screening or needs to turn more towards the tracks as you'll be looking at the back side of the development. He said these types of consideration would be worth adding into any type of agreements with developers. Mr. Graf referred to page 297 and said it would be good to know if any of the sites owned by the city were priority sites. He stated to him Sites A and D were priorities. Council comments were received that Site D was shovel ready and the Council had some ideas for that site and on Site A the city had addressed this location in previous

years and could look at that site again as it's a key entry point into Oldtown. Mayor Rosener commented regarding planning for Columbia Street and getting the engineering done for a future date. He commented regarding the fire station potentially moving and the city being ready and building the relationships in terms of right of way and planning for curb-less streets. Mayor Rosener added that the city spoke with the fire department about Site A and they indicated the site was not big enough. Mr. Graf added that it would not be a good anchor. Mr. Graf added if the city was not able to get Columbia as a through street, parcel H became tenuous, and the city might want to consider replacing retail commercial zone with all high density residential. He said it's a great neighborhood and anchor to Columbia Street. Council discussion followed regarding four floors and the mixed use of residential and commercial for sites H & G. Councilor Giles commented regarding walkability in town and services for families and added that he loved how it looked. Mayor Rosener commented regarding Columbia Street and planning for it. Discussion followed regarding the final plan being a resource for potential developers. Mr. Graf commented regarding the curb-less streets, and the potential for underground utilities and said they spoke with PGE and believed it would be great if the city could do both. Mr. Graf addressed Washington Street and a pedestrian rail crossing and council discussion followed. Councilor Giles commented regarding having a central garbage location and Mr. Graf replied that they would address this in the action plan and the best strategy for that. Councilor Standke referred to the cannery square plaza being a kid-friendly location and having another complementary space down Pine Street. Comments were received regarding also having enhanced crosswalks, walking and biking and safety concerns with having four schools within walking distance. Councilor Mays spoke of the potential use of school parking lots during evenings and weekends. Mr. Graf concluded and addressed page 344, Potential Actions and asked for feedback on items the Council did not want to move forward with, with no items identified by the Council, Mayor Rosener replied the consultants were on the right track.

5. ADJOURN

Mayor Rosener adjourned the work session at 6:00 pm and convened a Community Enhancement Program (CEP) Meeting. See CEP meeting records.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:05 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Doug Scott, Dan Standke and Keith Mays. Councilor Taylor Giles arrived at 7:35 pm.
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, Interim Public Works Director Rich Sattler, 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 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR. COUNCILOR GILES WAS ABSENT AT THE TIME OF THE VOTE.

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

5. CONSENT AGENDA:

- A. Approval of May 20, 2025 City Council Meeting Minutes
- B. Resolution 2025-031, Reappointing Amanda van Arcken to the Sherwood Police Advisory Board
- C. Resolution 2025-032, Reappointing Brian Dorsey to the Sherwood Police Advisory Board
- D. Resolution 2025-033, Reappointing Chris West to the Sherwood Police Advisory Board
- E. Resolution 2025-034, Reappointing Lisa Patterson to the Sherwood Traffic Safety Board
- F. Resolution 2025-035, Reappointing Tiffany Yandt to the Sherwood Traffic Safety Board
- G. Resolution 2025-036, Appointment of City Council Liaison Assignments
- H. Resolution 2025-037, Appointing Lester Nishimura to the Sherwood Cultural Arts Commission
- I. Resolution 2025-038, Reappointing Rodney Lyster to the Sherwood Parks & Recreation Advisory Board
- J. Resolution 2025-039, Reappointing David Scheirman to the Sherwood Parks & Recreation Advisory Board

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

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENTS

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

7. PRESENTATIONS

A. Recognition of 2025 Robin Hood Festival Association Maid Marian Court

Jessica Mulkey, Assistant Chaperone to the Robin Hood Festival Maid Marian Court came forward and introduced the court members and provided a brief bio for each member. The Council presented Maid Marian Lauren Phillips, Senior Court members Arabella Caldwell, Marissa Johnson, Emma Miller, and Junior Court members Journey Deller, Hazel Helmick, Eloise McKinney, and Everly Todd with Certificates of Recognition.

B. Recognition of Retiring TVF&R Volunteer Battalion Chief Chris Childers

Mayor Rosener called Mr. Childers forward to be recognized for his service. Mayor Rosener stated that Chris joined TVF&R in 1997 as a volunteer Firefighter and he worked up through the ranks to Apparatus Operator, Lieutenant, Captain and promoted to Volunteer Battalion Chief in 2016. He said Mr. Childers assisted in several Sherwood area weather emergencies including the snow/ice storm in 2024 and the Bald Peak Fire in 2020 and has assisted at several open houses/community fairs at Station 33, volunteer recruit academies, and an unknown amount of alarm responses and drills in his 28 year career. He stated that Chris is currently employed at his regular job in Wilsonville, and Chris and his wife Andi still reside here in Sherwood. The Council asked various questions of Chris, thanked him for his service and Mayor Rosener presented him with a Certificate of Appreciation.

Record Note: Councilor Giles arrived at 7:35 pm

C. 2025 TVF&R Annual State of the District Presentation

TVF&R Chief Laura Hitt presented a PowerPoint presentation (see record, Exhibit B) and recapped the following topics: Wildfire Deployment, 2024 Response Snapshot, Emergency Medical Services, 2024 Local Option Levy, recruitment and Bond & Capital Projects. She reported that 1.9 million acres burned in Oregon in calendar year 2024 and reported on the number of individuals deployed during this time and the number of firefighters deployed in support of the 2025 California fires. Chief Hitt recapped the total number of incidents, 1,930 in Sherwood for 2024 and explained the various types of calls, she explained data showing the time of day the calls were received, the day of the week the calls were received and data from prior years. She explained the level of support Sherwood received from neighboring TVF&R stations. Chief Hitt explained Emergency Medical Services and said about 70% of their responses in Sherwood were medical in nature. She explained Advanced Practice Community Paramedics and said these were single unit responders that responded to lower severity types of calls and explained the level of service provided. She stated in January they received a state grant to launch Advanced Resource Medic & Dispatch Health and explained their level of service and partnership with a nurse practitioner and a physician's assistant. She explained the Nurse Navigation Program which services Washington County and Clackamas County. Chief Hitt provided an update on their local option levy and said in May of 2024 voters approved a 5-year levy that allowed them to hire 36 additional firefighters and paramedics over the next five years and they project that the new levy will sustain them for the next ten years. She said residents will see the new levy rate on their November property tax statements which becomes effective July 1, 2025. Chief Hitt addressed recruitment and stated there were large hiring and retirement waves and they were currently experiencing that, she explained recruitment history since the covid pandemic, and spoke of their training programs, camps, internship programs and career day. She spoke of their social media and marketing efforts and addressed Bond and Capital projects. She reported that in 2021 voters approved general obligation bonds which were largely allocated to improvements to fire stations and training centers and said improvements to stations will be seen this year, to include Station 35 in King City which will be a complete rebuild and said during this time, their medic unit will be temporarily working out of Station 33 in Sherwood. She reported that the administration building at the training center will also be replaced and shared the use of the building. She reported Station 20 in Newberg would also be a rebuild as well as Station 33 in Sherwood. Mayor Rosener added that there were conversations about relocating Station 33 and said the city would like to continue with conversations. Discussion occurred and Chief Hitt stated if there was an ideal location it would be on the other side of Hwy 99 towards Roy Rogers Road. Council comments were received regarding long range planning. Chief Hitt stated they were siting a new location around Roy Rogers and Beef Bend and stated the cost of a new station was around \$14 million. Chief Hitt concluded and informed of a QR code to the 2024 Year in Review Video. Council President Young commented regarding the value of the ARM program. Council asked various questions of Chief Hitt. Police Chief Hanlon spoke of the great partnership between the city and TVF&R and expressed his appreciation.

Mayor Rosener addressed the next agenda item.

8. CITY MANAGER REPORT

City Manager Sheldon reported on an upcoming City Budget Committee meeting on June 5 at 6:00 pm. He reported the water feature at Cannery Plaza was working.

9. COUNCIL ANNOUNCEMENTS

Councilor Giles reported on a recent planning commission meeting and an upcoming Pride event at Stella Olsen Park.

Councilor Brouse commented regarding Pride Month and an upcoming event and stated it was about people and not politics and encouraged people to have empathy when trying to understand, and encouraged people to show up with kindness and an open heart.

Councilor Scott reported on a recent Parks & Recreation Advisory Board meeting and their work on trees and specifically spoke of a board member' (Jim) work with Clean Water Services (CWS) to redraw a boundary and save a tree from removal. Council Scott spoke of Pride Month and stated he wanted to reaffirm his unwavering belief in the freedoms, equality and respectful treatment of all people and stated these are fundamental rights that everyone is entitled to every day. He stated it was his duty as a city councilor to ensure that all city processes, policies, procedures, actions and decisions were free from bias of any kind against anyone. He stated while the work to improve was never done, he knows that city staff took this responsibility with the upmost seriousness and that they routinely meet the high bar of expectations that are set in this regard. He reported that after a recent battle with cancer his wife's recent scan was disease free.

Councilor Standke reported on the Library Advisory Board and their interviews to fill vacancies. He reported on a recent Sherwood School Board meeting and discussion of many upcoming retirements including a school bus driver who was retiring after 52 years. He said the board spoke of local surveys and the data showing an increase in district improvements. He encouraged people to continue to participate in the surveys to allow for the collection of data.

Councilor Mays commented on the recent passing of his aunt Zetta, his mother's twin sister, and provided his condolences to family members.

Council President Young commented that she is proud to live in a community that values inclusion and is proud of staff that worked hard to ensure that the city's programs, services, employment opportunities and community spaces are accessible and welcoming to all and as a city council that they work on ensuring that is the case as well. She reminded the community of the city's DEI statement: *The city of Sherwood expressly supports and endorses a culture of appreciation for the inherent values of all persons within this community.* She stated she believes we as a city are very welcoming to all.

Mayor Rosener commented he appreciated all the comments regarding Pride Month and said Sherwood high school students were organizing a Pride event on June 14th at Stella Olsen Park that he planned on attending and reading a proclamation at the event.

10. ADJOURN to EXECUTIVE SESSION

Mayor Rosener adjourned the regular session at 8:00 pm and convened an executive session.

EXECUTIVE SESSION

1. CALL TO ORDER: Mayor Rosener called the executive session to order at 8:04 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, HR Director Lydia McEvoy, Finance Director David Bodway and outside legal counsel Steven Schuback.

4. **TOPIC:**

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

5. **ADJOURN**

The executive session adjourned at 9:00 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

Agenda Item: Consent Agenda

TO: Sherwood City Council

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

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

SUBJECT: Resolution 2025-040, Authorizing a Loan from the Special Public Works Fund for the construction of Ice Age Drive

Issue:

Should the City Council pass a Resolution 2025-040, authorizing a loan from the Special Public Works Fund for the construction of Ice Age Drive?

Background:

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

Project Cost and Funding Sources

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

This resolution would authorize the City Manager to execute a Business Oregon Special Public Works Fund loans in an amount not to exceed to \$12,000,000. The Special Public Works Fund provides funds, primarily loans, for publicly owned facilities that support economic and community development in Oregon.

The City has already executed a \$5 million loan with the Oregon Department of Transportation for construction of Ice Age Drive, bringing the total loan amount for design and construction to \$17 million.

The total project cost is currently estimated at \$16.2 million which includes \$12.2 million for construction, construction management, and construction contingency, and approximately \$4 million for design and engineering, right-of-way acquisition, and relocation of a Kinder Morgan gas line.

The City may pursue reimbursement for costs incurred up to 12 months ago. This includes design, right-of-way acquisition, and relocation of the gas line.

Financial Impacts:

Ice Age Drive is a budgeted project in the City's 5-Year Capital Improvement Plan. Approving the resolution will authorize the City Manager to execute the \$12 million loan at an interest rate of 4.22% per annum. Funds used to repay the loan may include but are not limited to System Development Charges and Urban Renewal Agency property sales.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2025-040, authorizing a loan from the Special Public Works Fund for the construction of Ice Age Drive.



RESOLUTION 2025-040

AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND FOR ICE AGE DRIVE BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The City Council (“Governing Body”) of the City of Sherwood (“Recipient”) finds:

Whereas, A. Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

Whereas, B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.

Whereas, C. Recipient has filed an application with OBDD to obtain financial assistance for a “development project” within the meaning of the Act.

Whereas, D. OBDD has approved Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act.

Whereas, E. Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number L25010, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

Whereas, F. Notice relating to Recipient’s consideration of the adoption of this Resolution 2025-040 was published in full accordance with Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Recipient as follows:

Section 1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from OBDD to Recipient is not in excess of \$12,000,000 and an interest rate of 4.22% per annum. The proceeds of the loan from OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

Section 2. **Sources of Repayment.** Subject to ORS 223.307, amounts payable by Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of Recipient; or
- (d) Any other source.

Section 3. **Tax-Exempt Status.** Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. Recipient may enter into covenants to protect the tax-exempt status of the interest paid by Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by OBDD or its bond counsel to protect the tax-exempt status of such interest.

Section 4. **Reimbursement Bonds.** Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with OBDD or the date the State of Oregon issues any bonds to fund the loan. Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from OBDD pursuant to the Financing Contract, but only as permitted by OBDD policy, the Financing Contract, and federal tax regulations. Additionally, Recipient understands that OBDD may fund or reimburse itself for the funding of amounts paid to Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution 2025-040 constitutes “official intent” within the meaning of 26 C.F.R. §1.150-2 of the income tax regulations promulgated by the United States Department of the Treasury.]

Duly passed by the City Council this 17th day of June 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
FINANCING CONTRACT

Project Name: Ice Age Drive Roadway and Utility Infrastructure Improvements

Project Number: L25010

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Sherwood (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any Exhibits	
Exhibit A	General Definitions
Exhibit B	Loan Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$22,210,762.

“Interest Rate” means 4.22% per annum.

“Loan Amount” means \$12,000,000.

“Maturity Date” means the twenty ninth (29th) anniversary of the Repayment Commencement Date.

“Payment Date” means December 1.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project a non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the

Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).

- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
 - (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.

- (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any

governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project, or that relate to the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
 - (4) Permit OBDD to conduct inspection of the Project at any time.
 - (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of OBDD’s costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on

any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Financing Proceeds until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved. Following the Project Closeout Deadline, Recipient may request that OBDD provide notice of any applicable maturity date of the Lottery Bonds for purposes of this records maintenance requirement.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also,

the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>

- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

P. (1) Contributory Liability and Contractor Indemnification—Tort Claims.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Contractor Tort Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 8.P.(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

S. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the

government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 CFR §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.
- (9) Recipient may use the Financing Proceeds to reimburse itself for Project expenditures made prior to the funding of the Project only if permitted by Exhibit C and only if such

reimbursement is allowed under one of the following four categories pursuant to 26 CFR §1.150-2:

- (a) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of 20% of the Financing Proceeds. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are not preliminary expenditures.
- (b) Expenditures for issuance costs.
- (c) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 CFR §1.150-2 and paid no earlier than 60 days prior to the adoption of such resolution or official intent.
- (d) Expenditures paid within 60 days prior to the date the Loan is funded.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from receiving future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Special Public Work Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: Community Development Director
City of Sherwood
22560 SW Pine St,
Sherwood, OR 97140

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

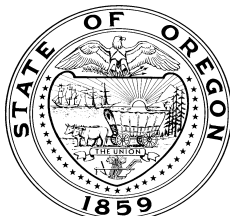
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department

CITY OF SHERWOOD

By: _____
Chris Cummings, Deputy Director

By: _____
Craig Sheldon, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 1 May 2025
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 14 February, 2025.

“CFR” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” or “Bonds” mean any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient actually completes the Project.

“System” means Recipient’s street system, which includes the Project or components of the Project and all accepted local streets within the City of Sherwood-owned land, Recipient’s rights-of way, and Recipient’s easements, as it may be modified or expanded from time to time.

“Street Capital Fund” means Recipient’s fund dedicated for the purposes of capital projects related to the street network of the City of Sherwood.

“Street Operations Fund” means Recipient’s fund dedicated for the purposes maintenance projects related to the street and sidewalk network of the City of Sherwood.

EXHIBIT B – LOAN SECURITY

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Dedicated Revenues.
1. All payment obligations under this Contract and the other Financing Documents are payable from the following revenues (collectively, “Pledged Revenues”):
 - a. Dedicated Revenues within the Street Capital Fund.
 - i. 100% of the portion of Recipient’s Street Capital Fund consisting of Transportation System Development Charges (“Transportations SDCs”) collected by Recipient pursuant to ORS 223.297 through 223.316 and as reflected in Recipient’s associated resolutions, ordinances, and provisions of the Sherwood Municipal Code (“SMC”).
 - ii. 100% of the portion of Recipient’s Street Capital Fund consisting of fees, rates, and other charges collected under SMC 12.24, and as reflected in any associated resolutions, to fund construction, maintenance and operation of streets, sidewalks, pedestrian pathways and other public places.
 - iii. 100% of the portion of Recipient’s Street Capital Fund consisting of Transportation Development Taxes collected by Recipient pursuant to Washington County Code Chapter 3.17, and as reflected in Recipients associated resolutions, ordinances, and provisions of the SMC.
 - iv. 100% of the interest accrued on the monies identified in Section B.1.a.i. through iii., above.
 - b. Dedicated Revenues within the Street Operations Fund.
 - i. 100% of the portion of Recipient’s Street Operations Fund consisting of the moneys paid to Recipient under ORS 366.785 to 366.820 out of the state highway fund (“State Shared Revenue”), including but not limited to revenues from fuel taxes, vehicle registration and title fees, and any interest accrued on the State Shared Revenues. Recipient represents and warrants that such moneys shall be paid into a state tax street fund in compliance with ORS 366.815.
 - ii. 100% of the portion Recipient’s Street Operations Fund consisting of Vehicle Registration Fees collected by Recipient pursuant to ORS 801.041, Washington County Code Chapter 3.14, and as reflected in Recipients associated resolutions, ordinances, and provisions of the SMC.
 - iii. 100% of the interest accrued on the monies identified in Section B.1.b.i. and ii., above.
 2. Recipient irrevocably pledges and grants to OBDD a security interest in the Pledged Revenues to pay all of Recipient’s obligations under this Contract and the other Financing Documents. The Pledged Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in subsections 3 and 4 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Pledged Revenues complies with and is valid and binding from the date of this Contract as described in, ORS 287A.310.

3. Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Pledged Revenues that is superior to, or on parity with the Loan. Recipient shall not reduce the revenues associated with the Transportation SDCs within the Street Capital Fund without the prior written consent of OBDD, including but not limited to revising or enacting any resolutions, ordinances or the SMC to effectuate such a reduction.
4. Notwithstanding the requirements of subsection 3 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Pledged Revenues may have a lien on such Pledged Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Pledged Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct a new collector roadway (Southwest Ice Age Drive, Sherwood Oregon) that is approximately 2,700 ft. in length, including sidewalks and city water, storm sewer and sanitary sewer main lines, between SW Oregon Street and SW 124th Ave. Utility main lines will be installed underground and include a 12-inch storm sewer pipe, 8-to-10-inch sanitary sewer pipe, and 16-inch water pipe, including manholes, inlets, valves, and other associated improvements. The collector roadway will serve the Tonquin Employment Area.

Pre-award expenses may be incurred beginning 14 February 2024 provided that the pre-award expenditures are within the Project Description and Project Budget and meet all programmatic requirements, including, but not limited to, the nature of the activity, timing of the activity, and costs associated with the activity.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Design / Engineering (pre-award)	\$591,281	\$683,719
Construction	\$7,279,336	\$8,000,000
Construction Contingency	\$534,776	\$0
Land Acquisition (pre-award)	\$1,304,607	\$466,293
Construction Management	\$2,290,000	\$0
Gas Line Relocation	\$0	\$1,060,750
Total	\$12,000,000	\$10,210,762

TO: Sherwood City Council

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

SUBJECT: Resolution 2025-041, Authorizing the City Manager to Execute a Construction Contract for the Sunset-Timbrel Crosswalk Safety Project

Issue:

Should the City Council authorize the City Manager to execute a construction contract with the lowest responsive bidder for the construction of the Sunset-Timbrel Crosswalk Safety Project?

Background:

The Sherwood Transportation System Plan (TSP) identifies the need for pedestrian safety improvements along SW Sunset Blvd. On December 5, 2023, City staff presented the proposed Safe Route to School improvements to City Council during a work session. The safety study completed by Kittelson & Associates evaluated the intersection of Sunset-Timbrel.

On March 19, 2024 City Council was supportive of submitting a grant application to the State of Oregon Safe Routes to School Program for funding to enhance the pedestrian crossing at SW Sunset Blvd at SW Timbrel Lane. The anticipated improvements included ADA ramps, realignment/straightening of the crosswalk, enhanced pavement markings, additional streetlights, removal of street trees and installation of Rectangular Rapid Flashing Beacon (RRFB). Unfortunately, in November of 2024 the city was informed that our project was not to be funded through the grant application.

Realizing the importance of the project to improve pedestrian safety at the intersection of SW Sunset-Timbrel, on January 21, 2025 the City Council approved funding of \$375,000 for the design and construction of the improvements to the intersection.

The City completed the design to include a Pedestrian Hybrid Beacon (PHB) rather than a Rectangle Rapid Flashing Beacon (RRFB), solicited competitive bids from contractors, and opened bids on June 5, 2025. Staff reviewed the bids and identified Brown Contracting, Inc. to have submitted the lowest responsive bid of \$348,023.00. The required seven (7 day) protest period has been completed.

Project Schedule:

A portion of the project includes procurement of materials with long delay times and is being pre-ordered outside this contract by the City. The contractor has until August 28, 2025 to complete all work with the exception of final landscaping and signal equipment installation. All work under the contract is to be completed prior to October 31, 2025. City staff will provide notification to the school and surrounding neighborhood of Woodhaven of the planned improvements.

Financial Impacts:

The crosswalk improvements have a budgeted Base Contract Amount of \$348,023.00 with a Construction Contingency of \$52,203.45 (15%) of the Base Contract for the Sunset-Timbrel Crosswalk Safety Project.

Staff have identified the potential contract overage amount and funding for the project has been included in the FY 24/25 and proposed for the FY 25/27 budgets.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2025-041, authorizing the City Manager to execute a construction contract with the apparent low bid contractor for the Sunset-Timbrel Crosswalk Safety Project.



RESOLUTION 2025-041

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE
SUNSET-TIMBREL CROSSWALK SAFETY PROJECT**

WHEREAS, the City has identified a need to make pedestrian safety improvements to the intersection of SW Sunset Blvd and SW Timbrel; and

WHEREAS, the City 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 June 5, 2025 and issued the Notice of Intent to Award with the mandatory seven (7) day protest period being completed; and

WHEREAS, Brown Contracting, Inc. has been identified by City staff as the lowest responsive bidder; and

WHEREAS, the City has budgeted for the construction cost of this project within the FY2024/FY2025 budget and the proposed FY2025/2027 budget

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

Section 1: The City Manager is hereby authorized to execute a construction contract with Brown Contracting, Inc. in a base contract amount of \$348,023.00 with construction contingency of \$52,203.45 (15%) of the base contract amount for the Sunset-Timbrel Crosswalk Safety Improvements.

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

Duly passed by the City Council this 17th day of June, 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Sean Conrad, Planning Manager
Through: Eric Rutledge, Community Development Director

SUBJECT: **Resolution 2025-042, Reappointing Tyler Barns to the Sherwood Planning Commission**

Issue:

Should the City Council reappoint Tyler Barns to the Sherwood Planning Commission?

Background:

Tyler Barns currently holds position #5 on the Planning Commission and his term expires June 30, 2025, and he is seeking reappointment. Council Liaison Taylor Giles, Planning Commission Chair Jean Simson and Planning Manager Sean Conrad unanimously recommended the reappointment of Tyler Barns. The mayor has recommended this reappointment to the City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2025-042, reappointing Tyler Barns to the Sherwood Planning Commission.



RESOLUTION 2025-042

REAPPOINTING TYLER BARNES TO THE SHERWOOD PLANNING COMMISSION

WHEREAS, Position #5 is currently held by Commissioner Tyler Barnes and the term of this position expires on June 30, 2025; and

WHEREAS, Tyler Barnes is seeking reappointment; and

WHEREAS, the City advertised the vacancy on the City website; and

WHEREAS, Council Liaison, Taylor Giles, Commission Chair Jean Simson and Planning Manager, Sean Conrad, recommended to Mayor Rosener that Tyler Barnes be reappointed; and

WHEREAS, the Mayor has recommended to the City Council that Tyler Barnes be reappointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby reappoints Tyler Barnes to position #5 on the Sherwood Planning Commission for a four year term expiring at the end of June 2029.

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

Duly passed by the City Council this 17th day of June 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Sean Conrad, Planning Manager
Through: Eric Rutledge, Community Development Director

SUBJECT: **Resolution 2025-043, Reappointing Daniel Bantz to the Sherwood Planning Commission**

Issue:

Should the City Council reappoint Daniel Bantz to the Sherwood Planning Commission?

Background:

Daniel Bantz currently holds position #3 on the Planning Commission and his term expires June 30, 2025, and he is seeking reappointment. Council Liaison Taylor Giles, Planning Commission Chair Jean Simson and Planning Manager Sean Conrad unanimously recommended the reappointment of Daniel Bantz. The mayor has recommended this reappointment to the City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2025-043, reappointing Daniel Bantz to the Sherwood Planning Commission.



RESOLUTION 2025-043

REAPPOINTING DANIEL BANTZ TO THE SHERWOOD PLANNING COMMISSION

WHEREAS, Position #3 is currently held by Commissioner Daniel Bantz and the term of this position expires on June 30, 2025; and

WHEREAS, Daniel Bantz is seeking reappointment; and

WHEREAS, the City advertised the vacancy on the City website; and

WHEREAS, Council Liaison, Taylor Giles, Planning Commission Chair, Jean Simson and Planning Manager, Sean Conrad, recommended to Mayor Rosener that Daniel Bantz be reappointed; and

WHEREAS, the Mayor has recommended to the City Council that Daniel Bantz be reappointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby reappoints Daniel Bantz to position #3 on the Sherwood Planning Commission for a four year term expiring at the end of June 2029.

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

Duly passed by the City Council this 17th day of June 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Sean Conrad, Planning Manager
Through: Eric Rutledge, Community Development Director

SUBJECT: **Resolution 2025-044, Reappointing Jean Simson to the Sherwood Planning Commission**

Issue:

Should the City Council reappoint Jean Simson to the Sherwood Planning Commission?

Background:

Jean Simson currently holds position #6 on the Planning Commission and her term expires June 30, 2025, and she is seeking reappointment. Council Liaison Taylor Giles, and Planning Manager Sean Conrad unanimously recommended the reappointment of Jean Simson. The mayor has recommended this appointment to the City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2025-044, reappointing Jean Simson to the Sherwood Planning Commission.



RESOLUTION 2025-044

REAPPOINTING JEAN SIMSON TO THE SHERWOOD PLANNING COMMISSION

WHEREAS, Position #6 is currently held by Commissioner Jean Simson and the term of this position expires on June 30, 2025; and

WHEREAS, Jean Simson is seeking reappointment; and

WHEREAS, the City advertised the vacancy on the City website; and

WHEREAS, Council Liaison, Taylor Giles and Planning Manager, Sean Conrad, recommended to Mayor Rosener that Jean Simson be reappointed; and

WHEREAS, the Mayor has recommended to the City Council that Jean Simson be reappointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby reappoints Jean Simson to position #6 on the Sherwood Planning Commission for a four year term expiring at the end of June 2029.

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

Duly passed by the City Council this 17th day of June 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Sean Conrad, Planning Manager
Through: Eric Rutledge, Community Development Director

SUBJECT: **Resolution 2025-045, Reappointing Justin Kai to the Sherwood Planning Commission**

Issue:

Should the City Council reappoint Justin Kai to the Sherwood Planning Commission?

Background:

Justin Kai currently holds position #4 on the Planning Commission and his term expires June 30, 2025, and he is seeking reappointment. Council Liaison Taylor Giles, Planning Commission Chair Jean Simson and Planning Manager Sean Conrad unanimously recommended the reappointment of Justin Kai. The mayor has recommended this appointment to the City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2025-045, reappointing Justin Kai to the Sherwood Planning Commission.



RESOLUTION 2025-045

REAPPOINTING JUSTIN KAI TO THE SHERWOOD PLANNING COMMISSION

WHEREAS, Position #4 is currently held by Commissioner Justin Kai and the term of this position expires on June 30, 2025; and

WHEREAS, Justin Kai is seeking reappointment; and

WHEREAS, the City advertised the vacancy on the City website; and

WHEREAS, Council Liaison, Taylor Giles, Commission Chair Jean Simson and Planning Manager, Sean Conrad, recommended to Mayor Rosener that Justin Kai be reappointed; and

WHEREAS, the Mayor has recommended to the City Council that Justin Kai be reappointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby reappoints Justin Kai to position #4 on the Sherwood Planning Commission for a four year term expiring at the end of June 2029.

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

Duly passed by the City Council this 17th day of June 2025.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder