



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, February 1, 2022

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

6:00 pm Executive Session
(ORS 192.660(2)(d), Labor Negotiations)

7:00 pm City Council Regular Meeting

Pursuant to House Bill 4212 (2020), this meeting
will be conducted electronically and will be live streamed at
<https://www.youtube.com/user/CityofSherwood>



AGENDA

SHERWOOD CITY COUNCIL February 1, 2022

**6:00 pm City Council Executive Session
(ORS 192.660(2)(d), Labor Negotiations)**

7:00 pm City Council Regular Meeting

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live streamed at
<https://www.youtube.com/user/CityofSherwood>

6:00 PM EXECUTIVE SESSION

1. **ORS 192.660(2)(d), Labor Negotiations**
(Josh Soper, City Attorney & Steven Shuback, Legal Counsel)

7:00 PM REGULAR SESSION

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF AGENDA**

5. **CONSENT AGENDA**

- A. **Approval of January 18, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- B. **Resolution 2022-007, Authorize the City Manager to Sign a Grant Agreement for Broadband Expansion** (Brad Crawford, IT Director)

6. **CITIZEN COMMENTS**

Oregon Law typically requires the City to permit any person to appear in person to ask questions or comment on public hearing matters. However, due to COVID-19 restrictions, persons interested in participating may provide written comments at least 24 hours in advance of a City Council meeting by either (1) emailing Cityrecorder@Sherwoodoregon.gov or contacting the City Recorder at 503-625-4246 at least 24 hours in advance of a meeting. An email submitted 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. In either case, the email must be received at least 24 hours in advance of the scheduled meeting time.

In addition, the City Council will accept comments during the public meeting via phone. During the live meeting, community comments on non-agenda items and public hearing testimony can be provided by calling into the meeting. To participate via phone, please email or call the City Recorder Cityrecorder@Sherwoodoregon.gov, 503-625-4246 by 5:00 PM, 24 hours in advance of the meeting 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.

7. **PUBLIC HEARINGS**

- A. **Ordinance 2022-001, Amending Title 6 of the Municipal Code as it relates to the regulation of backyard chickens (First Hearing)** (Julia Hajduk, Community Development Director)

8. **CITY MANAGER REPORT**

9. **COUNCIL ANNOUNCEMENTS**

10. **ADJOURN**

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, 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. If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or Cityrecorder@Sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

Pursuant to House Bill 4212 (2020), this meeting will be conducted electronically and will be live streamed at <https://www.youtube.com/user/CityofSherwood>

January 18, 2022

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Mays called the executive session to order at 6:03 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Russell Griffin, and Renee Brouse.
3. **STAFF PRESENT:** City Manager Keith D. Campbell, City Attorney Josh Soper, IT Director Brad Crawford, Public Works Director Craig Sheldon, and Finance Director David Bodway.
4. **TOPICS**
 - A. **ORS 192.660 (2)(f), Exempt Public Records**
5. **ADJOURNED:**

Mayor Mays adjourned the executive session at 6:37 pm.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:00 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Russell Griffin, and Renee Brouse.
3. **STAFF PRESENT:** City Manager Keith D. Campbell, IT Director Brad Crawford, Community Development Director Julia Hajduk, Community Services Director Kristen Switzer, Public Works Director Craig Sheldon, Finance Director David Bodway, Police Chief Ty Hanlon, City Attorney Josh Soper, and City Recorder Sylvia Murphy.
4. **APPROVAL OF AGENDA:**

MOTION: FROM COUNCILOR GRIFFIN TO APPROVE THE AGENDA. SECONDED BY COUNCIL PRESIDENT ROSENER. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of January 4, 2022 City Council Meeting Minutes**
- B. Resolution 2022-004 Appointing Lisa Patterson to the Sherwood Traffic Safety Committee**
- C. Resolution 2022-005 Appointing the Budget Officer for Fiscal Year 2022-23**

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

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS:

Record note: Due to technical difficulties, the City Recorder was unable to join the meeting during Citizen Comments. Councilor Young read the testimony aloud in the City Recorder's place.

Sherwood resident Dave Sweeney stated he was writing in regard to a possible loss of revenue to the City from the sale of logs that were removed from the sewer extension project on the west side of Cedar Creek. He stated that most of the sewer extension was within the boundary of Cedar Creek Gardens, and was owned by the developer, but a portion of the land was not owned by the developer. He stated that approximately an area 180 feet long had been logged and stripped which belonged to the City of Sherwood, and therefore whatever money was gained from the sale of those logs belonged to the City, not the developer. He asked if the City had received that money? He added that the area where the initial sewer extension was placed about 12 years ago was also logged extensively, and all of the money from the sale of those logs taken from within the City's boundaries should also have gone to the City. Mr. Sweeney provided pictures for the Council's reference.

Mayor Mays addressed the next agenda item.

7. NEW BUSINESS:

A. Resolution 2022-006 Authorizing Full Faith and Credit Borrowing

Finance Director David Bodway explained that the proposed resolution was a continuation of the discussion that was held at the December 7, 2021 City Council Work Session regarding whether or not the City should move along with the proposal of potentially going out for a \$10 million loan to finance various water projects. He stated that he had been working with City Manager Keith Campbell and Public Works Director Craig Sheldon to identify water projects that the loan could be used for and stated that the money would also help with the financial forecast for the Water Fund. Council President Rosener commented that the reason the City was going out for a loan even though there were funds remaining in the Water Fund was because currently, the cost of borrowing was very cheap in terms of interest rates, so it made sense to borrow money now. Mayor Mays asked City Manager Campbell if he supported going out for the loan? Mr. Campbell replied that he was in favor of moving forward with the resolution. Councilor Griffin asked Finance Director Bodway if he believed the interest rates would change much before the City was able to execute the financing agreement? Mr. Bodway replied that rates were still considerably pretty low, but they were rising given the

economy and the astronomical inflation. He commented he felt confident that the City would be able to capitalize on the low interest rates and stated that during his research, the timeframe of 4-6 weeks for closing was what they could expect.

MOTION: FROM COUNCIL PRESIDENT ROSENER APPROVING RESOLUTION 2022-006 AUTHORIZING FULL FAITH AND CREDIT BORROWING. SECONDED BY COUNCILOR GRIFFIN. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Keith Campbell commented that he felt that one of the most important things a City Manager was responsible for was appointing the senior leadership team. He recapped that in Fall 2021, Chief Groth had announced his retirement at the end of the year. He outlined that the City had engaged with the recruitment firm Prothman to conduct a national search for Sherwood's next Police Chief. He commented he appreciated the support and information he had received from the external stakeholders in creating a description of what the ideal Police Chief candidate would look like, developing interview questions, and understanding what it would take for the new Chief to be successful in Sherwood. He reported that three "outstanding" candidates were produced from the recruitment process and 15 internal and external stakeholders participated in an interview on January 13th to help make a decision. He reported that he had appointed Ty Hanlon to be the new Police Chief.

Police Chief Ty Hanlon thanked them for the opportunity and stated, "it's pretty humbling and I'm really honored to be here and really build on what I think my predecessor, Chief Groth, built within the City and with the stakeholders and the relationships." He voiced that he felt that that was where we had found a lot of successes with those relationships and he wished to continue that. He commented that there was a, "great group of members within this agency that are going to rally and continue to do that over the next few years." He expressed that he knew there would be challenges ahead, but he felt that he was ready to take on those challenges and he looked forward to working alongside Council over the next several years.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Scott reported that the Planning Commission held a work session last week and reported that the next Planning Commission meeting would be held January 25th where they would hold three public hearings.

Councilor Young reported she would attend the Police Advisory Board meeting on January 20th. She reported that the CDBG Policy Advisory Board meeting on January 27th would hear presentations from the applicants. She provided an overview of the selection process. She congratulated Police Chief Hanlon on his new role and commented she looked forward to working with him.

Councilor Griffin reported the next Parks and Recreation Advisory Board meeting would be held on February 7th where they would hear more information about how SDCs work from the Planning department. He reported that the RHFA would hold a meeting on January 22nd.

Councilor Brouse reported that the Library Advisory Board would meet on January 19th and the Senior Advisory Board met last week where they continued their work on making Sherwood an age-friendly city.

Councilor Garland reported he had upcoming Council liaison meetings.

Council President Rosener reported that he would attend the GPI Small City Consortium meeting this week. He congratulated Police Chief Hanlon on his new role and commented he looked forward to working with him.

Mayor Mays reported he would attend the Metro Mayors upcoming meeting. He congratulated Police Chief Hanlon on his new role and commented he looked forward to working with him.

Councilor Young reported that there would be a Budget Committee meeting on January 20th and it would be livestreamed.

11. ADJOURN:

Mayor Mays adjourned the regular session at 7:26 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

TO: Sherwood City Council

FROM: Brad Crawford, IT Director

Through: Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2022-007, Authorizing the City Manager to Sign a Grant Agreement for Broadband Expansion

Issue:

Shall the City Council authorize the City Manager to sign a grant agreement with the Oregon Department of Administrative Services (DAS) for providing broadband expansion in Wilsonville, King City and portions of SW Washington County?

Background:

The City of Sherwood was awarded a \$1,665,000.00 broadband grant through the Coronavirus State Fiscal Recovery Fund (administered by DAS) for providing broadband services to Wilsonville, King City, Sherwood, and rural residents in these areas. This grant award was made possible by Sherwood working directly with the City Managers and Mayors of these communities to develop fiber routes that would benefit each community and the rural residents in these areas. Staff presented these projects to State Representative Neron and Senator Thatcher who then submitted them to the state legislature under the ARPA Local Community Investments program. As staff understands it this program gave legislators \$2 million each for spending in their jurisdictions.

Once this grant agreement is fully executed, staff intends to post an RFP for a design-build contract for completing the work under this grant. With this type of contract, the awarded contractor will both engineer the fiber routes and construct them. While staff has determined some preliminary routes in these communities, the exact routes may differ due to engineering impediments, construction costs or other issues that arise during the engineering phase.

The grant requires that the work be completed by June 30, 2024 and staff believes that they can meet this deadline. The preliminary schedule has construction starting 12-18 months after project award. That date may be improved if the engineering and permitting phase go quickly and we don't have significant material delays. Once complete, staff expects to be able to bring service to roughly 100 rural residents, 20 rural farms/businesses, and 3 government agencies. Additionally, this project will extend fiber further into rural areas that can be used for other extensions to provide service to other underserved residents.

Financial Impacts:

The grant award is for \$1,665,000.00 and is expected to cover the cost for this project. However, since detailed engineering and permitting have not been done, it's possible the scope of this

project will need to be lessened a bit to fit within the project budget. If this happens, staff will work with Wilsonville and King City to determine what portions of the project will need to be altered to fit within the budget. This project has no local matching requirements.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2022-007, authorizing the City Manager to sign a grant agreement for broadband expansion.



RESOLUTION 2022-007

**AUTHORIZING THE CITY MANAGER TO SIGN A GRANT AGREEMENT FOR
BROADBAND EXPANSION**

WHEREAS, the City of Sherwood has been awarded \$1,665,000 from the Oregon Department of Administrative Services for providing broadband expansion in Wilsonville, King City and portions of SW Washington County; and

WHEREAS, this project will provide broadband services to the government offices of Wilsonville and King City as well as service to the rural residents in these areas; and

WHEREAS, these broadband extensions will allow for future expansions into other un-served and underserved rural areas.

WHEREAS, this project is expected to be completed on or before June 30, 2024.

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

Section 1. The City Manager is hereby authorized to execute a grant agreement with Oregon Department of Administrative Services in a form substantially similar to the attached Exhibit A.

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

Duly passed by the City Council this 1st of February, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8106

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Sherwood (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of Sherwood/Wilsonville Broadband Infrastructure Expansion as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$1,665,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.

C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:

- (1) DAS has sufficient funds currently available for this Contract; and
- (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the Sherwood/Wilsonville Broadband Infrastructure Expansion (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local government, as that term is defined in ORS 174.116, 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 applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS 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 Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS 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.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any 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.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. 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.

- C. 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 DAS at the addresses listed in Exhibit A, 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.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. 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.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

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
Department of Administrative Services

CITY OF SHERWOOD

By: _____
DAS Authorized Representative

George Naughton
DAS Chief Financial Officer

Date: _____

By: _____
Authorized Representative Signature

Authorized Representative Name and Title

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 12/16/2021
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

DAS

State of Oregon, acting by and through its
Department of Administrative Services
155 Cottage St. NE
Salem, OR 97301-3966

Contract Administrator: Stephanie Tyrer

Telephone: 971-374-3308

Email: statefiscal.recoveryfund@das.oregon.gov

Recipient

City of Sherwood

22560 SW Pine St
Sherwood, OR 97140

Contact: Brad Crawford

Telephone: 503 625-4203

Email: crawfordb@sherwoodoregon.gov

Use of Funds/ Project Description:

The Recipient shall extend fiber optic backbone and broadband services through southwest Washington County and the City of Wilsonville.

Reporting Requirements:

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	January 15, 2022
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	January 15, 2022; July 15 th annually thereafter

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

☒ Required ☐ Not required

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

POLLUTION LIABILITY:

☒ Required ☐ Not required

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

INSTALLATION FLOATER INSURANCE

Recipient shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater in an amount of no less than the value of the product being installed for coverage of the materials and equipment to be used for completion of the Project performed under this Contract, including materials, supplies and equipment in transit and/or in an off-site storage location. This insurance shall include as loss payees the Recipient and its Subcontractors as their interests may appear.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	City of Sherwood
(ii) Subrecipient's Unique Entity Identifier (UEI):	055329502 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$1,665,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$1,665,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes ☐ No ☒
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes ☒ No ☐

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

TO: Sherwood City Council

FROM: Julia Hajduk, Community Development Director

Through: Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: Ordinance 2022-001, Amending Title 6 of the Municipal Code as it relates to the regulation of chickens

Issue:

Should the City Council amend the Municipal Code to allow raising chickens in the residential zone and establish a license process with fees for the animals?

Background:

In March 2015, the City Council directed the Planning Commission to re-evaluate prior code language that had been developed, and not adopted, concerning raising chickens in residential zones. The Planning Commission held a number of work sessions followed by a public hearing on July 14, 2015. At the close of the hearing and deliberations, the Planning Commission voted to recommend denial of the proposed code amendments to the City Council. They did not believe that there was enough community support in favor of changing the policy concerning chickens and found the testimony regarding adjacent neighborhood health and hygiene concerns persuasive. The City Council held a public hearing on September 15, 2015 concerning the proposed amendments and received public testimony. Additional amendments were made based on Council input and internal staff discussions; however, Council chose not to take action on the Ordinance.

Over the subsequent years, Council has received comments and concerns from residents about the lack of a viable process for the raising of chickens in residential areas. On October 5, 2021, Council held a work session to discuss whether to consider code language to allow chickens in residential areas. During that presentation, they were provided a timeline of the prior considerations and the draft text that had been developed in 2015. After discussion, the Council felt that the language previously drafted provided a framework and process for allowing the raising of chickens and directed staff to proceed with schedule a hearing for them to formally consider the proposed amendments.

While the original amendments went through the Planning Commission, it was determined that there were no changes required to Title 16 (the Development Code) and therefore, additional Planning Commission review and recommendation was not required.

Exhibit A to the Ordinance is the proposed new language for Title 6. Attached to this staff report (Attachment 1) is the draft application form that has been developed along with a draft letter that would be used to notify neighbors of permittees that a chicken permit had been granted. This notification is to ensure residents know what the regulations are and have a resource in the event the rules are not being adhered to.

Financial Impacts:

If the City Council approves the proposed ordinance, the license fee would need to be adopted into the fee schedule. It is recommended that this fee be initially set at \$50 with the understanding that actual time would be tracked and the fee may need to be adjusted in the future to ensure that it covered the cost of staff review time and processing for the approval of the licenses. The Code Enforcement Officer responds to complaints for violations of the Municipal Code as part of the general duties of that staff position. Initially more time may be allocated to provide education on the new ordinance for those wishing to raise chickens.

Alternatives:

The Council has several alternatives to consider at the hearing:

- Approve the Ordinance with the amendments in Exhibit A as written
- Approve the Ordinance with modifications to Exhibit A
- Send it back to staff and/or the Planning Commission for further review
- Do not adopt the Ordinance

Recommendation:

Staff respectfully recommends City Council hold a public hearing on Ordinance 2022-001, amending Title 6 of the Municipal Code as it relates to the regulation of chickens.

Attachments:

1 – Draft application form and neighbor notification letter

Attachment 1



Home of the Tualatin River National Wildlife Refuge

Case No. _____

Fee _____

Receipt # _____

Date _____

Application for Raising Chickens

Owner/Applicant Information:

Applicant: _____ Phone: _____

Applicant Address: _____ Email: _____

If the applicant is not the property owner, permission from the owner must be provided below:

Owner: _____ Phone: _____

Owner Address: _____ Email: _____

Contact for Additional Information: _____

Property Owner's Signature _____ **Date:** _____

Property Information:

Size of Property _____

Number of chickens proposed onsite _____

Chicken Enclosure Site Plan:

Please attach a "to scale" site plan that clearly shows: (Example of "to scale" 1 inch = 4 ft)

- ☐ Lot dimensions with size and location of house and all existing accessory structures.
- ☐ Chicken enclosure structure and areas for the keeping chickens
- ☐ Location of fencing used to keep animals contained within the site.

Neighbor Notification

List the names and addresses of all owners/residents of property adjoining the chicken license holder.

Names

Addresses

_____	_____
_____	_____
_____	_____
_____	_____

This license is valid for 5 years and may be renewed for an additional 5 years.

Authorizing Signatures: _____

Standards for Raising Backyard Chickens (Sherwood Municipal Code Chapter 6.03)

I acknowledge that I have read the applicable Standards for Raising Chickens and understand that I must demonstrate to the City review authorities my compliance with these standards prior to approval of my request.

I certify that my chickens and enclosures will continually conform to the standards of the Sherwood Municipal Code Chapter 6.03. I understand that failure to comply with these standards may result in a fine of \$250 for each violation. Multiple violations may result in a revocation of the license for up to one year.

Applicant's Signature

Date

Standards for Raising Backyard Chickens (Sherwood Municipal Code Chapter 6.03)

- Persons wanting to raise backyard chickens within the City of Sherwood must first obtain a license and demonstrate compliance with the criteria and pay a processing fee.
- Chickens are only allowed in the rear yard on property that is occupied with a single family detached home.
- No roosters are allowed within the City.
- Chicken enclosures must be at least ten (10) feet from the property line and at least twenty-five (25) feet from any abutting dwelling unit (on neighboring properties).
- Up to three (3) hens are allowed on properties at least 7,000 square feet in size, up to five (5) hens are allowed on properties at least 10,000 square feet in size.
- Chicks up to twelve (12) weeks old are allowed indoors and are not subject to the limitations above.
- Chickens must be kept within a secure enclosure at night. During daylight hours, chickens must be kept within a secure enclosure unless under direct supervision within a fenced yard.
- Allowing chickens to enter adjoining properties is prohibited.
- Enclosures and the places where the chickens are located must be maintained in good repair, in a clean and sanitary condition, and free of vermin, and offensive smells and substances that create a nuisance for residents within the immediate vicinity.
- Chickens must be kept for personal, non-commercial use only. No person may sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.
- Tenants and renters of property are permitted to keep chickens only with the written permission of the property owner included with the license request.
- Enclosure exceeding two hundred (200) square feet or 10 feet in height must obtain a building permit from the City of Sherwood Building Department.
- Violations of this chapter are classified as a Class C violation.



ADJACENT NEIGHBOR NOTICE

Chicken License

Dear Neighbor,

Recently your neighbor, _____ at _____ received a license to raise chickens in their yard. Part of the process includes letting adjacent neighbors/property owners know that a license has been obtained and what the rules are concerning chickens. In general, they are permitted up to ____ hens (NO roosters), the enclosure must be at least 10 feet from the property line and at least 25 feet from your house. The enclosure must be kept clean and in good repair. We have included a copy of the code language regulating chickens for your convenience.

While we believe that your neighbor will be a responsible owner of chickens, if you believe your neighbor is in violation of any of the elements of the chicken ordinance or any other of the City's rules, please contact:

Sherwood Code Compliance Officer: _____

Phone: _____

Email _____

Address _____

The Code Compliance Officer will then conduct an investigation and determine whether a violation has occurred. The Officer may be in contact with you to get more information and inform you of the resolution of the matter. Multiple violations of the chicken ordinance could result in a revocation of the license.

If you have general questions about the chicken license or process, please contact the Planning Department at _____.

Thank you,

City of Sherwood staff



ORDINANCE 2022-001

AMENDING TITLE 6 OF THE MUNICIPAL CODE AS IT RELATES TO THE REGULATION OF CHICKENS

WHEREAS, the City Council believes it is in the best interest of the health, safety and welfare of the citizens of Sherwood to establish regulations concerning raising chickens; and

WHEREAS, the substantive changes specifically seek to allow the raising of backyard chickens in residential zones, establishing proper licensure procedures and standards for their care and compatibility with other residential uses in the neighborhoods; and

WHEREAS, in 2015 the Planning Commission helped guide the development of proposed amendments after public outreach and opportunity for public input; and

WHEREAS, after public hearings by the Planning Commission and City Council, it was determined not to adopt the code amendments that had been developed which would have allowed for the raising of backyard chickens subject to specific regulations; and

WHEREAS, since that time, staff and Council have continued to hear from community members wishing to have a simpler process for allowing raising of chickens than the current conditional use process; and

WHEREAS, on October 5, 2021, Council held a work session to discuss the issue of allowing the raising of chickens; and

WHEREAS, during the course of the discussion, it was requested that the language that had previously been developed provided a framework and process that would adequately regulate the raising of backyard chickens without the need for a new project to develop code language; and

WHEREAS, the City Council held a public hearing on February 1, 2022 and determined that the proposed changes to the Municipal Code should be adopted.

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

Section 1. Title 6 of the Sherwood Municipal Code is amended to include a new chapter 6.03 as set forth in Exhibit A, attached to this Ordinance.

Section 2. The City Recorder is hereby directed to enter a copy of this Ordinance in the record of the proceedings of this Council and to take such other actions necessary to effectuate this addition to the Municipal Code.

Section 3. This ordinance shall become effective the 30th day after its enactment by the City Council and approval by the Mayor.

Duly passed by the City Council this 1st of February 2022.

Keith Mays, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Scott	_____	_____
Griffin	_____	_____
Brouse	_____	_____
Young	_____	_____
Garland	_____	_____
Rosener	_____	_____
Mays	_____	_____

MUNICIPAL CODE TITLE 6-ANIMALS**Chapter 6.03 Chickens**

6.03.010 Purpose: Residents of the City may be allowed to keep chickens, subject to the requirements of this Chapter.

6.03.20. Number of Chickens Licensed

- A. Up to three (3) hens are allowed on properties at least 7000 square feet in size.
- B. Up to five (5) hens are allowed on properties at least 10,000 square feet in size.
- C. No roosters are allowed within the City.
- D. Chicks up to 12 weeks old are allowed indoors and are not subject to the limitations of (A) and (B) above.

6.03.30 Location Requirements

- A. Chickens are only allowed on property that is occupied by a detached single-family dwelling.
- B. Chickens are only allowed on property that is the principal residence of the owner of the chickens.
- C. Chickens and chicken enclosures are not to be located in any area between the primary dwelling and the front property line.
- D. Chicken enclosures must be at least ten (10) feet from the property line and at least twenty-five (25) feet from any dwelling unit on an abutting property.

6.03.040. Ongoing Conditions of License

- A. Chicken Enclosures
 - 1. Chickens must be kept within a secure enclosure at night. During daylight hours, chickens must be kept within a secure enclosure unless under direct supervision within a fenced yard.
 - 2. Allowing chickens to enter adjoining properties is prohibited.
 - 3. Enclosures must be kept clean, dry, in good repair and not cause an odor that is unreasonably offensive or annoying to residents within the immediate vicinity.

- 4. Enclosures must be designed to prevent the entry of rodents and predators and must effectively contain and protect the chickens.
 - 5. Enclosures must be designed so that they are not a breeding place or likely breeding place for rodents, flies or other pests.
 - B. Chickens must be kept for personal, non-commercial use only. No person licensed under this Chapter may sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.

6.03.050 Procedure for Obtaining a Chicken License

- A. In a residential zone, a resident who wants to raise chickens per the requirements of this Chapter must apply for a license, demonstrate compliance with the above standards, and pay a processing fee in an amount determined by Council by resolution. The City will issue a license after determining compliance with this chapter.
- B. Tenants and renters of property are permitted to keep chickens only with the written permission of the property owner included with the license application.
- C. Licenses issued under this chapter are issued to a specified individual for the keeping of chickens on specified property where the individual resides, are non-transferable, and are valid for a period of five (5) years. Licenses may be renewed for successive five (5) year terms.
- D. Neighbor Notice Requirements
 - 1. The City will provide written notice within fourteen (14) calendar days after issuance of a license by first class mail to all property owners and known residents immediately abutting the license holder's property.
 - 2. Contents of Neighborhood Notice
 - a. Name and address of the license holder.
 - b. A copy of this chapter.
 - c. Contact information for City enforcement of this chapter and the process for filing complaints.
 - d. The current dollar amounts for penalties for violations of this chapter.

6.03.060 Penalties

The provisions of this chapter are in addition to and not in lieu of any other requirements imposed under any other code provision, City ordinance, law or regulation having application in the City. If a conflict occurs with another code provision or regulation, the most restrictive provision or regulation shall apply.

- A. Violation of this Chapter constitutes a Class C violation, except that keeping of chickens without a license is a Class A violation.
- B. Each violation of a separate provision of this Chapter shall constitute a separate violation, and each day that a violation of this chapter is committed or permitted to continue constitutes a separate violation.
- C. In addition to any other remedy provided by law, a person that commits more than two violations of this Chapter within any six-month period may have his or her license revoked for up to one year. During the period in which a license is revoked under this subsection, no other resident of a dwelling in which a person whose license has been revoked resides may be licensed to keep chickens under this chapter.

6.03.070 Rules

The City Manager is authorized to adopt rules to implement this chapter.