



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, February 2, 2021

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

5:30 pm City Council Work Executive Session
(Pursuant to ORS 192.660(2)(f), Exempt Public Records)

7:00 pm City Council Regular Meeting

City Council Work Session
Following the Regular Council meeting

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



5:30 PM EXECUTIVE SESSION

1. **ORS 192.660(2)(f), Exempt Public Records**
(Josh Soper, City Attorney)

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 19, 2021 City Council meeting Minutes** (Sylvia Murphy, City Recorder)
- B. **Resolution 2021-008 Authorizing the City Manager to sign an intergovernmental agreement with Oregon and Southwest Washington agencies for sharing police records data**
(Jeff Groth, Police Chief)
- C. **Resolution 2021-009 Authorizing the City Manager to sign a successor Intergovernmental Agreement with Washington County for towing services** (Jeff Groth, Police Chief)
- D. **Resolution 2021-010 Appointment of City Council Liaison Assignments**
(Joe Gall, City Manager)

6. CITIZEN COMMENTS

Pursuant to House Bill 4212 (2020), citizen comments and testimony for public hearings must be submitted in writing to CityRecorder@Sherwoodoregon.gov. To be included in the record for this meeting, the email must clearly state either (1) that it is intended as a 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, and in either case must be received at least 24 hours in advance of the scheduled meeting time. 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. PRESENTATIONS

- A. **Recognition of Eagle Scout Award Recipient** (Mayor Mays)

8. NEW BUSINESS

- A. **Introduction of New Metro Councilor for District 3** (Joe Gall, City Manager)

AGENDA

SHERWOOD CITY COUNCIL February 2, 2021

**5:30 pm City Council Executive Session
(ORS 192.660(2)(d), Exempt Public Records)**

7:00 pm City Council Regular Meeting

**City Council Work Session
(following the Regular Meeting)**

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9. CITY MANAGER REPORT

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN to WORK SESSION

12. WORK SESSION

A. Sign Code Discussion (Erika Palmer, Planning Manager)

B. Pedestrian Bridge Planning/Contracting (Joe Gall, City Manager)

13. 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 MurphyS@sherwoodoregon.gov. If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or MurphyS@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 19, 2021

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the work session to order at 5:32 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Finance Director David Bodway, Public Works Director Craig Sheldon, Planning Manager Erika Palmer, Community Services Director Kristen Switzer, Economic Development Manager Bruce Coleman, and City Recorder Sylvia Murphy.

GUESTS: Consultants Elaine Howard with Elaine Howard Consulting and Nick Popenuk with Tiberius Solutions.

4. TOPICS

A. URA Plan Update

Community Development Director Julia Hajduk recapped that she and Economic Development Manager Bruce Coleman had sent out a memo regarding the 2021 URA Plan and list of current draft projects with priorities as well as a memo from consultants Elaine Howard and Nick Popenuk (see record, Exhibit A). She reported that the consultants needed Council's input on the questions outlined on page 7 of Exhibit A and explained that Council's answers would help staff finalize the financing plan before it went to the URA Advisory Committee for their input. Consultant Nick Popenuk recapped that he was seeking input on the finance plan, which was one component of the report that was required by Oregon Revised Statutes to go along with the Urban Renewal Plan. He explained that the finance plan did two things: it was the central analysis for determining if the Urban Renewal Plan that the City would adopt was financially feasible, and the plan established the long-term intentions of the City Council. He explained that the finance plan would help guide future budgeting and project decisions. He clarified that most elements of finance plans were non-binding, but the descriptions of eligible projects and the total maximum indebtedness were binding. He clarified that non-binding elements of the financial feasibility analysis included how much funds were allocated to any individual projects and when those projects might receive funding.

Community Development Director Hajduk recapped the background and timeline and the project list and estimated costs on pages 9-10 of the presentation. She stated that the Sherwood Broadband installation and festival plaza parking projects had been added to the list. She explained that the total project costs were calculated and a URA share of that cost were then determined since not all of the projects would be fully funded by the URA. She reported that they removed the Forest Creek Drive extension project due to needing to reduce the acreage of the URA to fit within the allowable acreage. They removed the YMCA expansion project for similar reasons and because it would not generate tax revenue. The "Priority" project rankings column was created by staff based on Council direction and economic development potential for the project areas. Council President Rosener clarified that keeping the Public Works Facility project on the URA projects list would free up a large amount of land in the downtown core that could then be developed as taxable land to the URA and the land that was proposed for the new Public Works Facility was land that could not otherwise develop.

Nick Popenuk explained that he took the project list, estimated costs, the URA share of the estimated costs, and desired timing and assessed to see if the projects could be funded at the desired timing and desired amount. He outlined that the chart on page 11 of the presentation showed the general desired timing for projects and explained that City staff had identified roughly \$20 million worth of projects as projects that should be funded in the first three years of the URA, \$30 million worth of projects that the City would like to fund in years 4-10 of the URA, and \$20 million in projects years 11-30 of the URA. He reported that the first draft of the finance plan showed \$4 million of capacity in the first three years of the URA, \$16 million of funding capacity in years 4-10, and \$50 million in years 11-30 of the URA. He reported that the overall total amount of projects being funded were relatively close between the two comparisons, but there would be difficulty in trying to accommodate all the projects the City would like to have happen soon versus what the URA could fund in the early years. Council President Rosener asked what the consultant's growth assumptions were? Mr. Popenuk replied that they used generic growth rates overall for the property area, but they also included all of the site-specific development assumptions and had worked with staff to identify all projects that were currently planned for development or under discussion for development and estimated how much new construction would take place in the early years of the URA. He added that they could also run the calculations with the assumption of more construction happening earlier than anticipated. He clarified that the feasibility chart shown on page 13 was the first pass analysis, and they had since completed two more iterations of the analysis using more aggressive financing assumptions that would allow for more front loading of the funding. He explained that if at this stage of the project they were to forecast more construction activity, then that would lead to more TIF revenue over the forecast period, which would allow them to set the maximum indebtedness higher than the initially projected \$131 million and would allow for more projects to be funded over the lifespan as well as early on. He continued that if the plan was adopted with a maximum indebtedness of \$131 million, and then more construction happened after the plan was adopted, the fact that there was more TIF revenue being generated more quickly did not automatically change the maximum indebtedness. He explained that maximum indebtedness was a policy decision that Council would make, and needed to include a report that showed that the maximum indebtedness was financially feasible, and the financial feasibility study had to be based on reasonable assumptions for growth and assessed value in the area. He reported that he worked with City staff to identify all of the short-term development opportunities in the area, and as they focused on more long-term, they used broader and more generic growth assumptions to capture the development potential. Consultant Elaine Howard added that in the initial years until fiscal year 2026 the generic growth rate was at 3%, but from then on, the rate was 6%, which was fairly aggressive. She explained that Mr. Popenuk had

also added specific exception value growth assumptions. Mr. Popenuk reported that in the initial finance plan, they forecasted \$155 million in total TIF revenue for the 30-year period, which was enough to support a maximum indebtedness of \$131 million. He explained that the difference between the two totals was the amount of TIF revenue that would be spent on interest on debt over time rather than being spent on the principal amount of projects. He recapped the key funding plan assumptions and reported that the finance plan assumed that there would be one growth forecast, but scenarios of different interest rates, amortization periods, and different debt service coverage ratio assumptions for any new loans that were incurred by the Urban Renewal Area. Scenario 1 assumed a historically typical interest rate of 5% and was what he expected to see going forward, but interest rates at this current time were lower than 5% and were likely to remain low for at least the next several years. Scenarios 2 and 3 used interest rates on early year borrowings at lower levels. He commented that once 10 years had passed, the typical 5% interest rate assumption was used in each scenario. Council President Rosener asked what range did lenders typically look for in terms of the debt service coverage ratio? Mr. Popenuk replied that every lender and jurisdiction would be different and explained that in this situation it was a new URA with no revenue history, and if the URA were to try and borrow on its own without any pledge of additional revenues by the city government itself, the lender would typically want a high debt service coverage ratio of 1.5 or more. He continued that oftentimes new URAs wound up having the pledge of their sponsoring city as a backstop for any borrowings that they incurred, and once that occurred, lenders typically were not too worried about the debt coverage ratio. Council President Rosener asked if the City could lend itself the money and use the URA to pay the loan back? Mr. Popenuk replied that was possible if a city had a fund with available capacity. Mr. Popenuk outlined the debt service coverage ratios for each scenario and explained that a debt service coverage ratio of 1.5 was fairly typical, but he felt was unnecessarily conservative when it came to URAs because the revenue grew so quickly and was stable. He explained that a debt service coverage ratio of 1.1 was about as low as he had seen other jurisdictions use for planning purposes. He addressed amortization periods and explained that they had used 20-year borrowings for each scenario and commented that some lenders would be willing to go longer than 20-years. He explained that an amortization period of more than 20-years would allow for additional capacity up front, but it would come at the expense of long-term capacity because more TIF revenue would be spent on interest payments. He recommended using a 20-year amortization period that then went down to 10 years as the end of the URA's lifespan neared. He addressed the funding plan assumptions on page 15 of the presentation and explained all three scenarios had essentially the same capacity in today's dollars, with the main difference being the timing of available funding. He explained that Scenario 3, which used the most aggressive assumptions, doubled the amount of capacity in the URA in the first five years, but as time went on, the other scenarios caught up to Scenario 3. Mr. Popenuk outlined the key questions that needed Council's input as: What near-term projects could be moved to later years? Are there projects that could be removed from the project list? Which ones? How aggressive should they assume the City will be in regard to financing near-term projects?

Mayor Mays stated that he did not expect the City to pursue any of the finance scenarios outlined in the presentation, but the City needed to "put something on the books." He commented that he wanted to quickly build the pedestrian bridge, Sherwood Broadband, and the festival plaza. He commented that in order to make those projects real once the URA was formed, the City would fund them initially and be paid back by the district from the portion that was urban renewal. He stated that the project list prioritization rankings could be changed after the URA was adopted. He stated that the project list and URA share of the total looked good to him, but he wanted to review the consultant's assumptions regarding maximum indebtedness. Community Development Director Hajduk commented that it was

likely that they would need to reduce the URA share and asked Mr. Popenuk what needed to happen to get the maximum indebtedness up to \$77 million? Mr. Popenuk replied that there were two ways for that to happen. One was if the growth assumptions were higher, it would support more TIF which would support a higher maximum indebtedness which would show more funding for projects in today's dollars. The other way that would allow for a higher amount of funding for projects in today's dollars was if throughout the life of the district there were lower interest rates than what they had assumed, then projects could be funded sooner than they currently were estimated to be shown in the finance plan, which meant there would be less inflation over the life of the district. Ms. Hajduk asked if they assumed a higher interest rate over the life of the district, but suddenly interest rates were lowered, it would result in some of the projects not being funded? Mr. Popenuk replied that if you assumed high interest rates now and they turned out to be lower, it would result in the possibility that projects could be funded sooner but the maximum indebtedness would be a fixed figure that you would not be able to exceed. He continued that if they had been too aggressive in their assumptions, it would mean that there would be certain projects that you would not be able to fund the full amount in real terms. The maximum indebtedness in either scenario would remain the same, but if it takes you longer to build them, then you would get "less bang for your buck" versus if you are able to build them sooner. Councilor Griffin asked what needs to happen at this meeting to get the new URA passed and if the project prioritization list could be moved around after it was adopted? Mr. Popenuk replied that the interest rate, the debt service coverage ratio, the amount of money that would go to an individual project, and the timing of that project were all non-binding. He continued that the Urban Renewal report was required to have the finance plan included, and its purpose was to set expectations for the community and having a document that the City Council was comfortable with adopting. Councilor Young commented that projects should be moved out of the "urgent" and "high" priority list that were not likely to get funded immediately to help set the community's expectations. Mayor Mays stated he was in favor of leaving the pedestrian bridge, Sherwood Broadband, and the festival plaza under "urgent" and moving the other projects to different priority levels and commented that the likelihood of starting those projects in July was doable because there would be funding for those projects that could pay for the early parts of the cost and then Urban Renewal could take care of the remaining funding. Councilor Young asked where the initial funding would come from? Mayor Mays replied that broadband was a much bigger, city-wide project that would "borrow to build" and the URA would pay for their part of the project in three to four years. The City was seeking funding for the pedestrian bridge through multiple venues and had already received money pledged from the state, and the City was investigating funding opportunities from the county and other groups all of which would pay the early loan payments for the bridge. The festival plaza could be paid for with a loan from a City fund or a general loan, and the URA would pay it back. Council President Rosener commented that a URA was one tool used to fund projects, and the City could continue to pursue state, county, and other funding mechanisms. Councilor Griffin asked why TVF&R had an issue with the Public Works Facility siting? Council President Rosener replied that typically when you are a taxing agency, some of your money was going to get pulled out to pay for projects, they were looking to see if there would be an ultimate lift in taxes because of the projects. The issue with the Public Works building was more of an education issue because the City was freeing up land that could be developed to raise the tax base. Councilor Griffin confirmed that TVF&R did not have an issue with the public works site. Mayor Mays commented regarding the current URD and the projects constructed within that district. Councilor Young asked if the Council just needed to reorder some of the projects so they align with the financial feasibility better and keep the three projects in the urgent category that the Mayor talked about, and restructure the remaining list? Mayor Mays added, and maybe adjust the total project URA share once he enlists Council President Rosener to join him in reviewing the assumptions. Councilor Brouse asked if the URA share list is adjusted, does that mean

that something comes off, or do we just decrease the amount? Mayor Mays replied, decrease the amount and lower the dollar figure on one or two projects. Councilor Young added, we want to keep the projects on because that's the binding part. Mayor Mays confirmed and said the URA share from his perspective he wants that number to be as large as possible to be aggressive because we can always....the Council and URA Board can choose not to spend all of it in the future, but it's good to give them that option. He said it's good to have a list of projects, but the list can change and we would have to do a plan amendment and we did this with the old district multiple times. He added you can not change the maximum indebtedness figure, it's very difficult. Councilor Young asked when an amendment is done do all the affected parties have to agree? Consultant Elaine Howard replied no and said changes in projects are typically minor plan amendments that are executed by the URA. Councilor Scott added, if we need to lower the number by \$3-4 million, with the TEA projects, we can lower the share as there are other funding mechanisms. Mayor Mays and Community Development Director Hajduk agreed his was a great point and Ms. Hajduk added this can be reduces as she is certain there would be developer contributions. Ms. Hajduk stated she is hearing, to be aggressive with the assumptions and get the maximum indebtedness up as high as we can, not removing any projects from the list and maybe reducing the assumed URA share if needed, and changing some of the urgent projects into future years to make the finance plan work. She asked if this was correct and asked Mr. Popenuk if this was sufficient feedback for him or does he need something else? Mr. Popenuk replied this was plenty of direction and they would touch bases with staff to confirm the direction. He said he believes they have what is needed to revise the finance plan and have it reflect the wishes of the Council before it goes back to the Urban Renewal Advisory Committee at their next meeting. Councilor Scott asked if they would leave the YMCA expansion and Forest Creek Drive extension on here even though they have a zero share or would we take them off? Mr. Popenuk replied, he believes if there is no funding allocated to them they would come off the project list in the Urban Renewal Plan. Ms. Howard confirmed and said these were left on the list to inform the Council how things have evolved over time and said projects with a zero amount would come off the list. Ms. Hajduk confirmed projects could be added in the future with a plan amendment. Mayor Mays asked for other feedback. With non-received Ms. Hajduk added that staff is proceeding with working with the advisory committee and working on getting legal descriptions and mapping and said this is big and complicated and will take some time. She stated they have meetings with Washington County scheduled to discuss portions that are outside the city limits. City Manager Gall asked if we are on schedule and Ms. Hajduk confirmed. Mr. Gall asked when action would take place? Ms. Hajduk replied she believed a URA committee meeting is schedule in March and Ms. Howard confirmed it was February 17, and hoping to come to the Agency on March 2. Ms. Hajduk added that she is referring to this as the 2021 URA and asked for objections or ideas. No objections were received. Council thanked the consultants.

Mayor Mays addressed the next agenda item.

B. 2021 Council Liaison Assignments & Council Retreat Discussion

Mayor Mays recapped that this Council was comprised of the same Council members as last year's Council. He explained this was the opportunity for Council members to change their liaison assignments. Councilor Young stated she was happy with her liaison assignments of serving on the Police Advisory Board, Community Development Block Grant, and the YMCA. Council President Rosener stated he was fine with the current arrangement and asked that it be called a "Council Visioning Session" and not a "Council Retreat" since that could give people the wrong impression. City Manager Gall replied that they could use another term other than "Council Retreat." Mayor Mays

commented that he planned on asking Council President Rosener to fill in for him more often in the upcoming year at county meetings because he will be busier with League of Oregon Cities (LOC) business. Mayor Mays asked Council President Rosener if he was still able to attend the Sherwood School Board meetings? Council President Rosener replied that attending the school board meetings was not as involved as other liaison assignments and he was fine with continuing to attend the meetings. He explained that he hoped to work with the school board on their relationship with the City to have a more active role during the school board meetings. Councilors Garland, Brouse, and Scott stated they wished to keep their current liaison assignments. Council President Rosener commented that more Councilors could serve on some of the LOC committees if they wished to apply.

City Manager Gall recapped that he had shared a proposal from Dr. Mike Mowery with SGR, the same consultant Council had used last year. Dr. Mowery put forward either February 20, 2021 or March 6, 2021 for the meeting and asked that the meeting occur in-person. Mr. Gall commented that he felt the earlier date would be best and suggested the Arts Center for the session. Council President Rosener asked to speak about the proposed agenda for the work session and asked if Council needed to capture what additional items and projects were needed or did they need to step back and start from scratch? Councilor Scott suggested that before the meeting, Councilors could rate whether goals from last year should still be in the plan for the next year and suggested a survey for Councilors to provide their project ratings. Councilor Young asked if that was what the consultant would do via the one-on-one interviews with Council? Mr. Gall replied that was likely Dr. Mowery's intention. Councilor Garland asked that the work session focus on what last year's goals were, what the status of those goals were, and what changes (if any) were needed going forward. Discussion occurred. Council agreed that February 20th would work for the work session at the Arts Center.

With the remaining time, Councilor Griffin discussed the consent agenda item of adopting the Rules of Procedure for City Council and asked that in the near future Council discuss reviewing the rules to include virtual meetings and public comments. Mr. Gall explained that the City's Charter required that Council adopt rules of procedure by the end of the month, and recommended adopting the Rules of Procedure for City Council as they were at the regular session and then review and modify the document in March.

Record Note: See information provided to the Council via email from City Manager Joe Gall regarding the 2020 Council Liaison assignments and FY2020-21 Council Goals (see record, Exhibit B).

5. ADJOURN:

Mayor Mays adjourned the work session at 6:50 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, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
- 3. STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Public Works Director Craig

Sheldon, HR Manager Christina Jones, Finance Director David Bodway, Engineer Associate Craig Christensen, Planning Manager Erika Palmer, Community Services Director Kristen Switzer, Associate Planner Eric Rutledge, City Engineer Bob Galati, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA

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

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA

A. Approval of January 5, 2021 City Council meeting Minutes

B. Resolution 2021-005 Approving the City Attorney's Request under the City's PTO Cash Out Policy

C. Resolution 2021-006 Adopting Rules of Procedure for City Council

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

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS

No comments were submitted. Mayor Mays addressed the next agenda item.

7. NEW BUSINESS

A. Resolution 2021-007 Authorizing the City Manager to execute a contract with Angelo Planning Group to prepare an update to the Sherwood West Preliminary Concept Plan

Planning Manager Erika Palmer explained that the Sherwood West Relook project was an update to the Sherwood West Preliminary Concept Plan and stated that the project was estimated to take a maximum of 16 months to complete. She reported that the City had received a Metro planning grant of \$130,000 and the City had budgeted an additional \$6,000 for contingency purposes, making the total contract worth \$136,000. She explained that June 13, 2021 was Metro's deadline for a midcycle Urban Growth Boundary request, and both the City of Sherwood and the City of Tigard would request a six-month extension from Metro. She stated that staff would have sufficient time to complete their work if the extension was granted.

Councilor Griffin clarified that City staff would have sufficient time to complete their work. Ms. Palmer replied that was correct. Councilor Griffin asked if the 16-month timeline for completion stated in the contract was too long and could the contract be executed in a shorter timeframe? Community Development Director Julia Hajduk replied that it could potentially go a little bit faster, but because of the required public involvement, analysis, preferred alternatives, etc., it would likely take the stated 16-months. Councilor Griffin asked if the resolution was passed, when would the processes begin?

Planning Manager Palmer replied that the process would begin as soon as possible, and staff were readying everything they could to start the process. Councilor Scott asked what was in-scope and what was not in-scope for the relook, and what deliverables were expected out of this process? Ms. Palmer replied that the final deliverable for this project was a Concept Plan for Sherwood West that would contain all of Metro's Title 11 requirements for a Concept Plan. She continued that the deliverables for the process would include a review of the plan through the lenses of economic goals and the goals and policies from the updated Comprehensive Plan, and a review of land use and transportation within Sherwood West based on the goals and policies, which could include different types of land uses within Sherwood West to meet the goals and policies in the Comprehensive Plan and Economic Opportunities Analysis. She reported that a CAC and a TAC would advise staff throughout the process and would assist in creating different draft alternatives. Councilor Scott asked if there was any portion of the existing Concept Plan that was "out of bounds" for a relook? Ms. Palmer replied that everything was open to be reviewed at this point but some areas within the plan could remain the same. Councilor Scott clarified that he wanted to ensure that there was enough time and funding to potentially review everything within the Concept Plan if necessary. Ms. Palmer confirmed that there was enough time and funding to do so if necessary. Council President Rosener asked if the plan could also be reviewed through the lens of the Council vision and goals? Ms. Palmer replied that reviewing the relook with the Council goals and vision was included in the scope of work staff would complete. Councilor Griffin remarked that this would present a good opportunity to have a more in-depth discussion with Washington County regarding the Elwert and Edy intersection. With no other comments, the following motion was stated.

MOTION: FROM COUNCILOR YOUNG TO ADOPT RESOLUTION 2021-007 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ANGELO PLANNING GROUP TO PREPARE AN UPDATE TO THE SHERWOOD WEST PRELIMINARY CONCEPT PLAN. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item and the City Recorder read the public hearing statement and stated that no public comments had been received.

8. PUBLIC HEARINGS:

A. Ordinance 2020-012 approving a 41-lot Planned Unit Development (PUD) to be known as the Denali Summit Planned Unit Development (*First Reading*)

Associate Planner Eric Rutledge explained that they had received two pieces of written testimony regarding the proposed ordinance which was included in the staff report and presented the "LU 2020-013 Denali Summit 41-Lot PUD & Subdivision" PowerPoint presentation (see record, Exhibit C). He reported that the applicant was proposing a 41-lot single-family residential subdivision and Planned Unit Development in the Very Low Density Residential (VLDR) zone. He explained that PUD applications were processed as a Type V land use action pursuant to the Sherwood Development Code, and the Type V Hearing Authority was City Council and the Appeal Authority was the Land Use Board of Appeals. He stated that this meeting was the second hearing on the application and the application was subject to the 120-day rule deadline of January 26, 2021. He outlined the two pieces of public testimony on the application and explained that Mr. Lopez, who lived on the west side of Murdock Road, had expressed concerns about the development's potential impact to the view from his house, and Mr. Yuzon, who owned Tax Lot 100 of the subject application (the easternmost property), who supported

the application and explained the difficulty of developing the property due to soil contamination and their existing agreements with the developer. He reviewed the location and existing conditions of the site and stated the development site contained three parcels, containing approximately 15.07 acres. Two of the properties contained a single-family home which were proposed to remain. The site had a hilly topography that was vegetated with a mix of trees, shrubs, and grass. He provided an overview of the preliminary plat and stated that a total of 41-lot single-family residential lots was proposed, including the two existing homes. Lot sizes ranged from 10,000-20,886 square feet with an average lot size of 11,094 square feet, 1.84 acres of open space was proposed, and the proposed stormwater facility was shown in blue on page 6 of the presentation. He outlined that a public street off Ironwood Lane would provide access to 28 lots and three private streets would provide access to 13 lots. He reviewed the Neighborhood Circulation Map on page 7 of the presentation. He recapped that at the first Council hearing, Council had raised concerns and provided feedback to staff and the applicant. Council directed staff to draft alternative findings and conditions of approval in order to provide a menu of options to address the specific concerns they had raised for each issue, and included findings that had been drafted to allow Council to deny the application based on the PUD approval criteria.

He outlined the design and connectivity and alternatives for Tracts E and F and the overall approach for the staff report and alternative findings on page 9 of the presentation. He explained that option A1 was the Planning Commission's recommendation that would approve the design as proposed in the Planning Commission Recommendation, with two 20-foot wide private street tracts and an 8-foot wide pedestrian easement connecting the two and Alternative A2 was the Revised Applicant Proposal. He explained that Alternatives A3-A5 were alternatives provided by staff which included an alternative for denial. He stated that Council could adopt one of the alternatives for each issue which was accompanied by draft findings and conditions of approval. Council could also require a different alternative and conditions, with an explanation of that decision for the record. Mr. Rutledge recapped that Council had felt that the original proposal (Alternative A1) was not suitable because it did not provide a full street connection and the pedestrian connection between the tracts was too narrow. Alternative A2 was the Revised Application Proposal and would provide a 5-foot wide sidewalk along the north side of Tract F and south side of Tract E, with a connection between the two. The sidewalk connection between the tracts was provided with an 8-foot wide pedestrian easement on the private lots. Alternative A3 would require a 15-foot wide pedestrian walkway along and between Tracts E and F that matched the new "Pedestrian Pathway" cross section proposed by the applicant for the open space pathways. The design included a 15-foot wide easement with a 5-foot paved path and two 5-foot landscape strips. Alternative A4 would require a 20-foot wide pedestrian walkway along and between Tracts E and F that met the City's "Feeder Trail" standard in the Transportation System Plan. The design included a 20-foot wide easement with an 8-foot paved path and two 6-foot landscaping strips. Alternative A4 had a draft condition of approval of trees shall be provided within the landscaped areas unless restricted by a public or private utility easement. Requiring a pedestrian walkway with a minimum corridor width of 15-20 feet would likely impact the size and shape of adjacent private lots. The applicant may be required to reconfigure the lots or redraw the entire subdivision in order to accommodate the additional common space. Alternative A5 would require a street connection as a public or private road between the two public streets, which could be required to meet the City's public or private standard 52-foot residential ROW, or an alternative private street design with a minimum paved width of 22-feet and a "back of curb" could be determined by Council. He explained that there would be an impact on the existing home (Lot 34) if the streets were required to connect. He explained that the vertical alignment would need to meet the public standard of a 15% maximum grade, which would make the driveway to Lot 34 have a slope of 21%, which exceeded the 14% allowed by code and

fire department requirements, and therefore engineering staff recommended not connecting the streets. Councilor Scott asked for a clarification on what was the original proposal and the Revised Applicant Proposal. Mr. Rutledge replied that the 5-foot wide sidewalk was not included in the original proposal.

Mr. Rutledge addressed the "Reduced Curve Radii for Public Street" concern on page 14 of the presentation and stated that Alternative B1 was both the Planning Commission recommendation and the alternative provided by the applicant. Alternative B1 would approve the public street as proposed in the Planning Commission recommendation, with the conditions required by the Engineering Design Modification. Alternative B2 required bulb outs/chokers prior to entering the curved portion of the street in each direction (e.g. two bulb outs total, one between Lots 17 and 21 and one between Lots 10 and 28). And Alternative B3 did not approve the speed reduction request and required a 25 mph speed limit with centerline curve radii meeting the standards of Table IIa in Section 210.3(B) of the Engineering Design Manual. He reviewed the map of Alternative B1 on page 15 of the presentation and recapped that Council was concerned about parking on the curves of the street, sight distances at the curves, and speeding regardless of the posted limit. He clarified that the proposed public street was estimated to average 1,000 daily trips or less and stated that there would be no parking allowed on the curve radii. He stated that there would be advanced signage of the 20 mph before the curves and there would also be parking restrictions along the road. He explained that if Council still had concerns about the design of the street, Alternative B2 would require bulb outs/chokers prior to entering the curved portion of the street in each direction

Mr. Rutledge addressed the Open Space Design and Accessibility alternatives on page 19 and stated Alternative C1 was the Planning Commission's recommendation which was to approve the open space and pedestrian pathways with no changes. Alternative C2 was the Revised Applicant Proposal which was to approve the revised Pedestrian Walkway proposed by the applicant including a 15-foot wide corridor with a 5-foot sidewalk and two 5-foot landscaped strips for the access points to open space Tracts A and C. The additional space for the pedestrian pathway was provided in easements over the adjacent private lots. Alternative C3 required a pedestrian corridor that met the City's "Feeder Trail" standard for the access points within Tracts A and C. The design would include an 8-foot wide hard surface path and two 6-foot wide landscaped strips within a 20-foot wide right-of-way. The corridors would be provided as part of the open space tracts and not through easements over private lots. And Alternative C4 did not approve the open space design and denied the application. He explained that in the original proposal, Council had voiced concerns over the public accessibility of open spaces and had concern about width and design of open space access. He clarified that Condition of Approval B10 required the open space to be available for use by the general public. He addressed Alternative C2, the Revised Applicant Proposal, and explained that the pedestrian facilities were proposed to be owned and maintained by the HOA but open for use by the general public and included additional space located in the easements over private property. He explained that if Council decided additional space or wider design was needed for the access points, Alternative C3 would address those concerns. He explained that the quantity, size, shape, and location of the proposed lots may be impacted if a wider pedestrian corridor was required and explained that the approved pedestrian paths within the adjacent Denali Meadows subdivision were 5-foot wide and an alternative width (such as 8-feet) would result in different paved widths between developments. He reported that Alternative C3 would require that the additional space be provided in tracts and not easements.

Mr. Rutledge addressed the Rear Setbacks for Lots 11 and 12 and stated that Alternative D1 was the Planning Commission's recommendation and would approve the exception and grant a 5-foot reduction to the rear setback requirements for Lots 11 and 12. Alternative D2 was the Revised Applicant

Proposal, and would approve the revised proposal from the applicant and grant an exception to the uncovered deck standards in SZCDC § 16.50.060. The exception would allow uncovered decks over 30 inches in grade to encroach up to 5-feet into the required 20-foot rear setback. The final deck setback would be 15-feet from the rear property line. Alternative D3 did not grant an exception to the rear setback for the primary residence and uncovered decks for Lots 11 and 12. He addressed Alternative D2 and recapped that Council was concerned about the potential burden on adjacent property owners not within the development and clarified that the VLDR and VLDR-PUD zones did not have a minimum lot depth while all other residential zones had a minimum lot depth of 80-feet. He stated that Lot 11 was approximately 123-feet deep, and a buildable depth of 88-feet. Lot 12 is approximately 116-feet deep with a buildable depth of 81-feet (with a 15-foot front setback). He explained that if a reduction to the rear setback was not granted, both lots could still be approved as proposed and the developer would be required to place a home on the lot that complied with the 20-foot rear setback standard. He clarified that architectural features such as cornices, eaves, and canopies could project up to 5-feet into the required rear yard per SZCDC § 16.50.050. Council President Rosener asked if the 15-foot front setback was from the front ROW? Mr. Rutledge replied that was correct. Council President Rosener asked if that would allow for two cars to be parked in the driveway? Mr. Rutledge replied that the applicant would provide horizontal parking space on the property and the application was required to provide one off-street parking space that was not in a garage.

Mr. Rutledge addressed the Public Benefit and PUD Approval Criteria alternatives and stated Council was concerned that the development did not provide adequate public benefit and did not meet the PUD approval criteria. He stated that Alternative E1 was both the Planning Commission's recommendation and the Applicant's proposal which would approve the application as proposed in the Planning Commission Recommendation and included supplemental arguments provided on pages 5-6 of the applicant's memo from January 5, 2021. Alternative E2 required additional public benefit through a placemaking project within the designated open space. Examples included nature play equipment, traditional play equipment, interpretive signage related to the natural or human history, native plant garden with educational signage, and elevation or mile markers at key points. Alternative E3 would deny the application based on findings that the proposal did not meet the PUD approval criteria required by SZCDC §16.40.020(C)(3). Mr. Rutledge recapped that Council could approve, modify, or deny the application based on the Planning Commission Recommendation to City Council and any of the alternative findings and conditions provided in the supplemental material. Mayor Mays opened the public hearing.

Applicant Steve Miller with Emerio Design introduced himself and recapped that after the first hearing, he had provided a six-page response to the concerns that Council had raised and recapped the process of getting the proposed PUD before Council. He referred to the request to move the access along Ironwood to the west, but due to the topography constraints they devised the private street designs. He explained that they had solicited feedback and suggestions on the private streets plan through neighborhood meetings. He addressed the concerns regarding the connectivity between Tracts E and F and outlined the existing conditions, such as the city limits on the east side, Ironwood on the south side, Murdock on the west side, the desire to retain the existing home, and the Denali Meadows subdivision that had a new street that set new elevations for grades. He explained that they had reviewed all the existing conditions to create the proposed street designs. He shared a map of the "Tract F Plan" (see record, Exhibit D) the showed the existing Denali Meadows street and the proposed street for Denali Summit. Emerio Design civil engineer Eric Evans referred to the map and explained in their original application the road profile that came off of the back of the sidewalk was 2% and a grade

break up to 13-14% with the goal of maintaining access to the existing Miller home. He explained that they were required to stay at 8% grade for 50-feet and then climb up to a maximum of 14% grade in order to connect the two roads. He explained that the issue was that by doing so, resulted in a 5-foot deeper cut into solid rock and would also prevent access to the Miller home. Steve Miller commented that City staff had noted they preferred the design of Exhibit D and commented while it was physically possible to connect the two streets, but he and City engineering staff felt it was a bad design. He explained he wanted to create shorter blocked lanes for pedestrians and that was why they were proposing a five-foot sidewalk all the way through and aligned it with the pedestrian access way to open space on the east side. He stated that Alternatives A3 or A4 would be too detrimental to the project because it would basically eliminate the lots on the north and would impact the Miller home. He referred to the open space design's sidewalk alignment. Steve Miller addressed Alternative A3 and stated that Alternative A3 was a two-thirds street improvement, and if they were to put larger easements on the lots, it would have a negative impact on the lot sizes. He referred to safe street designs and commented that the street design they were proposing with parking on one side and 24-foot wide pavement, was the safest design for the street. He remarked that if Council did not agree with the street design they were proposing, the applicants were agreeable to putting in chokers, and commented that he felt that chokers would have some negative impacts on the subdivision. He explained that fire departments and larger vehicles do not like chokers. He addressed open spaces and accessibility and stated that they have proposed widening the public walkways to 15-feet by putting easements on each lot and using the 5-foot sidewalk. He explained they wanted to use the 5-foot sidewalk because the sidewalk was an extension of the greater Denali projects that had already been improved in the area. He commented regarding the landscaping in the public access lanes and stated he recommended using smaller shrubbery instead of arborvitae because as the arborvitae grew, it could create a tunnel effect. He addressed Lots 11 and 12 and stated the applicant was agreeable to the 20-foot setback but disagreed with the depth of the lots. He explained that their proposal was 15-foot setback for the home and 20-foot setback for the garage, and included the exception to allow uncovered decks over 30 inches in grade to encroach up to 5-feet into the required 20-foot rear setback, and the final deck setback would be 15-feet from the rear property line. He addressed the open space concerns and commented that the applicant felt they had provided enough open space, and provided amenities in the open space, enhancing the areas, and providing cleanup for the contaminated soil. He referred to the Southeast Sherwood Master Plan and noted that Figure 9 was the recommended plan for if you retained the homes, which they were doing in this PUD. He commented that the plan did not show where new open space would go if the Miller home was retained, so they tied it in with the open space that they provided in Denali Meadows and retained that space because they felt it was very valuable. He asked for further input from Council on what specifics they were looking for to meet the criteria. He remarked that they had redesigned the areas of concern that Council had noted at the first hearing. Mr. Miller offered to answer any questions from Council. Mayor Mays closed the public hearing.

Councilor Scott asked that Council discuss the project generally and then discuss each of the five alternatives individually. Councilor Scott clarified that the Southeast Sherwood Master Plan Figure 9, was not an alternative proposal, it was just superimposing the existing homes over the non-adopted concept plan to illustrate where they were in relation to the plan. Councilor Scott gave his kudos to the applicant for coming up with creative ideas and solutioning. Mayor Mays commented he struggled to identify a clear public benefit from the application that could not have occurred if it was zoned low density residential with 10,000 square foot lots and stated he was also concerned about the roads. He commented that a PUD existed to provide a solution that can get a clear benefit to the community that could not be achieved using one of the underlying zoning. Councilor Young asked if Council did not

approve this as a PUD and it was to be a project under the normal zoning, what would that look like (e.g. less lots)? Mayor Mays replied that there would not be exceptions to the road spacing standards, speed, setbacks, and exceptions to the code would not be permitted. If it was low density residential there would be 10,000 square foot lots on average throughout the project. Associate Planner Eric Rutledge interjected that it would be one-acre lots. Mayor Mays continued that with a zone change the applicant could change the zone to a low density residential and stated that the applicant chose to do a PUD. Community Development Director Julia Hajduk clarified that lot sizes would be affected depending on what the applicant changed the zoning to. Councilor Brouse gave her kudos to the applicant for the solutions they came up with to address the concerns Council had regarding the PUD. She commented that at the first hearing she was concerned about the connectivity between Tracts E and F and was pleased with the solution the applicant devised and liked the PUD plan.

Mayor Mays addressed the alternatives for the design and connectivity of Tracts E and F and commented that the current code required a grade of 15% on both public and private streets that are not a part of a PUD, and asked if Sherwood had many roads that exceeded the 15% grade because they were built prior to the 15% rule? City Engineer Bob Galati replied that some segments of the older streets in Sherwood (Pine and Washington) exceeded 15%, but they were over short distances. He explained that when they were built, they were built to county standards and over the years the City had completed road widening and lowering the grade in certain areas where it was excessive. He commented that reducing the grade on some streets was impossible because you could not dig deep enough to make it work. Mayor Mays stated he felt it was possible to allow the street to deviate from standard as well as, "connect it, have streetlights, have sidewalks, curb gutter, and make it a public street." Councilor Griffin spoke on connectivity and commented that there was nowhere to go east of the road. He commented that there would be north-south integration with the future neighborhood to the north and he did not feel that there needed to be a street. He remarked that a street was needed when connectivity was needed, but this development was not big enough to drive that need. Mayor Mays asked Councilor Griffin what size or features should the private roads have? Councilor Griffin replied that the dedicated 5-foot sidewalk that spanned the entire distance from road to public street was sufficient. He commented that he did not think it needed to be a full-sized private street because private streets were still subject to the incline requirements. Mayor Mays asked Councilor Griffin if the private streets should have streetlights and street trees? Councilor Griffin replied that with the total distance of the sidewalk and easements being 8 feet, he would like some plantings and lighting. Councilor Scott stated he agreed with Councilor Griffin and felt that a road was not necessary. He commented that Alternative A5 felt punitive and A4 felt like "overkill." He wanted to know why the applicant felt that Alternative A3 was unworkable for them, because it was his ideal alternative. He commented that he could live with Alternative A2. Councilor Young commented she agreed with Councilors Griffin and Scott and asked if the 5-foot sidewalk was an easement, so it was open to the public? Associate Planner Rutledge replied that the applicant had not clarified that yet and stated if it was a concern, it could be added as a condition that the sidewalks be open to the public, similar to how the open space tracts and access points were conditioned to be open to the public. He clarified that the sidewalks along Tracts E and F in Alternative A2 was a 5-foot easement, not an 8-foot easement as Councilor Griffin had stated. He added that the 8-foot easement was only between the two tracts' end points. Councilor Scott asked what the distance was between the section of Tracts E and F? Mr. Rutledge replied that it was approximately 100 feet. Councilor Scott commented he felt that 8 feet was not wide enough for the 100-foot distance, which was why he preferred A3. Councilor Griffin asked if it could be confirmed that the sidewalks near the public in the other subdivisions were 5-feet? Mr. Rutledge replied that Denali Meadows open space areas were 5-feet wide and the public sidewalks were 6-feet wide. Councilor

Brouse stated she was in favor of Alternative A2. Councilor Young asked if there was concern that the sidewalks would not be open to the general public? Councilor Scott replied that the applicant had signaled the sidewalks would be open and they had been clear in their narrative that their intent was for the sidewalk between Tracts E and F were to be used as an access point for the rest of the connectivity system. Councilor Garland stated he was in favor of Alternative A2. Council President Rosener stated he was concerned about having so many flag lots and had grading concerns, he commented that he was in favor of Alternative A3. Mayor Mays stated that because of pedestrian safety and connectivity, Alternative A5 or a version of A5 was the right answer and added that he would also be okay with Alternative A3. He remarked that he would like streetlights for the 100-foot span.

Mayor Mays addressed the alternatives for the reduced curve radii for public street. Councilor Griffin commented that the proposed public street was not similar to Dewey as Council had previously mentioned and remarked that due to the low volume of traffic, he did not feel that a major redesign of the street was necessary. He stated he was in favor of Alternative B1 and was against bulb outs/chokers because of the impact to emergency/larger vehicles and was in favor of painted curbs and accurate signage for the road. Mayor Mays clarified that in the City's recently adopted traffic calming standards, TVF&R had stated their support for bulb outs. Council President Rosener stated he was still concerned about the safety issues for the curves, sight lines, and traveling speeds for the new road. He stated he did not support bulb outs. Councilor Scott stated that at a minimum he wanted bulb outs but was concerned that would not address speeding around the curves/corners of the street. He commented that he was in favor of a speed hump in the middle of the curve or something similar otherwise he was in favor of adhering to the code. Councilor Young asked what would happen to the project if Council voted for Alternative B3 to not approve the speed reduction request and require a 25-mph speed limit with centerline curve radii meeting the standards of Table 11a in Section 210.3(B) of the Engineering Design Manual? Associate Planner Rutledge explained that the request was to reduce the speed and therefore the curve radii to get a smaller curve. He explained that if the speed was increased to 25 mph a new curve radius would be needed and would result in significant changes to the design and would require an entire redraw of the layout. He clarified that one of the challenges the developer was attempting to overcome was the intersection spacing along Ironwood Lane. He explained that the public street was located in that way in order to get away from the existing driveways. He explained that the request to reduce the speed limit and therefore have a tighter turn radius was to provide that street design. He stated if the request was not granted and the speed limit was 25 mph, the curves of the street would need to be straightened out, which would have a significant impact on the project. He explained that the main challenge was to provide the access point off Ironwood Lane to get enough distance from the intersection while also going around the existing house. Straightening out the curve of the street would likely result in the street going through what was to be a house. Council President Rosener commented that it was the radius of the curve that the applicant had requested that drove the idea of a 20 mph limit, not the other way around. He explained that the City had recently received the authority from Salem to reduce the City's speeds to 20 mph in neighborhoods, and commented that the City's goal in doing so was not to make the corners on neighborhood streets tighter and more dangerous, it was done to make the existing roads and standards safer. Councilor Griffin asked to hear City Engineer Galati's reasoning for approving the street design. Councilor Brouse stated she was in favor of Alternative B1 or B2, and asked what traffic calming measures were viable for the project as a compromise? Councilor Garland commented he felt that putting a speed bump on a curve was dangerous. City Engineer Galati addressed curve radii versus speed and explained that the larger the curve radii the higher the speed, so reducing the curve radii reduces the speed as drivers do not want to travel through it as fast as they can. He explained the goal of reducing the radii was to provide

access to lots and to help deal with adverse grade. He addressed safety through the curve and explained that reducing the speed and providing proper signage would not stop people from speeding if they wanted to speed through the curves and commented that more speeding would occur with a larger radius. He addressed how to reduce the entry speed without creating adverse effects and explained that speed humps were used in pairs and were coupled with signage that alerted drivers of the upcoming speed bumps and were typically used to reduce speeds along long straightaways. Putting speed bumps on corners or near corners would create a safety issue and explained that speed cushions were an option, and were a part of the adopted traffic calming measures. Chokers dealt with the psychology of the driver and “shy distance” (the distance from the edge of a curb face that a driver typically avoided to the extent that the driver will change the vehicle's placement or speed). He explained that for drivers going through a curve, the shy distance would be relative to the tightness of the curve and commented that most drivers would slow down around the curves. He explained that using a choker would result in drivers slowing down because they felt as if they were being narrowed down the road, when in reality, the choker was only taking up the parking lane space. He stated that using a choker would be an effective way to reduce speed through the curves. Council President Rosener asked what was the dark line along the property edge of the existing house that was on the inside radius of the second turn? Associate Planner Rutledge replied it was a proposed retaining wall. Council President Rosener asked how tall the wall would be? Associate Planner Rutledge replied that he did not have that information available. Council President Rosener explained that he was concerned about the height of the retaining wall and the sight lines the wall would obscure. Associate Planner Rutledge explained that the green line on page 15 of the presentation were the preliminary plans for both the parking and sight lines. The green line would be the required sight line easement at the curve. Associate Planner Rutledge commented that it looked like the retaining wall would be located off the property line and it did not appear that it would affect the sight line easement. Mayor Mays stated he had the same safety concerns as Council President Rosener and Councilor Scott and commented that he did not think that the City should be designing and improving a road for 20 mph and instead should be designing a 25 mph road and posting a 20 mph speed limit. Councilor Scott clarified that he meant speed cushion earlier, not speed bump and asked City Engineer Galati if both chokers and speed cushions could be used together to address speeding? City Engineer Galati replied that using speed cushions into the corners was not safe. Councilor Young stated she agreed with City Engineer Galati assertion that tighter corners force drivers to slow down and commented that she was fine with Alternatives B1 and B2 and was open to adding chokers to help force drivers to slow down and would force a major redesign. Councilors Griffin, Brouse, and Garland stated they agreed with Councilor Young. Mayor Mays asked if there was any collective concern regarding the “need a sight easement” for Alternative B1? City Engineer Galati replied that on a corner like the one in the proposed road, it could be a safety concern and there would be a sight easement on it to ensure that the sight lines were not obstructed. He explained that the project had a sight easement for a 20 mph, but if Council wanted, the standard sight distance easement of 25 mph could be used instead. Community Development Director Julia Hajduk clarified that in the course of the review of the public improvement plans, City staff would ensure that there were proper sight easements regardless of whether or not there was a condition of approval. City Engineer Galati clarified that instead of doing the standard, they would be conditioned to have larger sight easements based on speed for the corners. Council President Rosener asked if the green lines on page 15 of the presentation were 20 mph easements? City Engineer Galati replied he believed that was correct. Engineer Associate Craig Christensen clarified that the green lines were only graphical lines and an engineer would have to look into that as a part of the design process to establish where that line would be. Councilor Griffin commented that he was concerned about safety,

but relied on City staff and hired professional engineers for their input on what the best and safest design was, and he would support whichever street design the professionals deemed best.

Mayor Mays addressed the open space design and accessibility alternatives. Council President Rosener asked if the difference between Alternatives C2 and C3 was the easements on the properties? Associate Planner Rutledge replied that the two main differences were the width and how they were implemented on the plat. He clarified that C2 was a 15-foot wide corridor and C3 was a 20-foot wide corridor. He explained that the 10-13-foot-wide corridors were open space and the additional footage needed to get to 15 feet wide would come from private property easements. The 20-foot wide corridor in Alternative C3 would be entirely delineated as an open space tract and would have a greater impact on the lots. Mayor Mays asked if the feeder trail for Alternative C3 could be plotted like C2? Mr. Rutledge replied that that was possible and could be provided in easement. He explained that Council could modify the condition to provide a 20-foot wide feeder trail to the standard and the additional space be provided in public easement over the adjacent lots. Councilor Scott stated he was in favor of using Alternative C2. Councilors Griffin, Brouse, Young, and Garland stated they agreed with using C2. Council President Rosener said he was fine with C2 or C3.

Mayor Mays addressed the rear setbacks for Lots 11 and 12. Council President Rosener commented that he was not as concerned about the setbacks as long as the garage setback was 20-feet to ensure that there was plenty of parking. He asked if the impacts to neighbors if the rear setbacks were approved was discussed at the neighborhood meetings? Associate Planner Rutledge replied that the applicant had provided a write-up of the neighborhood meetings and had provided a copy of the write-up in the packet and commented that the application and neighborhood meeting had met the public noticing requirements. Mayor Mays asked which property had the trees? Mr. Rutledge replied it was difficult to tell based on satellite imagery, but it appeared as if the trees were on the subject application parcel and not on the adjacent property. He explained that if Council were to grant the exception to the condition, it would require retention of any trees besides those that would be impacted by the primary residence. Mayor Mays asked if the homeowner would have to replace the tree if it died? Mr. Rutledge replied that if the trees were required to be met as a part of the canopy, then the trees would be required to be retained in perpetuity to continue to meet that standard. He added that replacing the trees for screening purposes could be added. Community Development Director Hajduk reported that in the applicant's proposal, they were planning to retain the trees on the property line and protect them during construction. Mayor Mays asked City Attorney Josh Soper if it was conditioned that the applicant had to retain the trees along the property line, and a tree died, could it be conditioned that the tree be replaced with the same tree type? City Attorney Soper replied that if the word "retain" was used, that would be too ambiguous and explained that if the goal was to require replanting, then that should be specifically stated. Councilor Scott commented that he felt that Alternative D2 was more favorable to the existing homeowner than the original proposal, and stated he was in favor of Alternative D2. Council President Rosener stated he was leaning towards Alternative D2 as well and commented that adding in language about requiring replanting trees was important. Councilors Young, Brouse, and Griffin stated they were in favor of Alternative D2.

Mayor Mays addressed the public benefit and PUD approval criteria. Councilor Scott stated he was in favor of Alternative E2 and commented that he did not want to be specific about which amenities needed to be added, but instead provide a menu of choices for the developer to pick from and commented that it would provide a better public benefit and would add value to the development. Councilor Griffin stated he was in favor of E2 for the same reasons as Councilor Scott and added that a

PUD needed to provide extra public benefit like interpretive signage or elevation/mile markers. Councilor Brouse stated she was in favor of Alternative E2 but was not necessarily in favor of park or play equipment. She stated she liked the natural aspect of the area and inclusion of interpretive signage would add to the uniqueness of the area. Councilor Young stated she was in favor of E2 and commented she liked the addition of the informative signage and was not in favor of play equipment due to liability concerns. Councilor Garland stated that he was in favor of E2 and commented that play equipment was not necessary as there were nearby parks and liked the addition of the informative signage. Council President Rosener commented that he felt that the City was making a lot of concessions to the code in order to accommodate the lots and existing houses and he felt that that was driving much of the design choices in terms of geometry, so adding in some of the amenities in Alternative E2 was important. He commented that he was not opposed to a play structure depicted on page 27 of the presentation being included as an amenity. He referred back to the reduced curve radii for public street alternatives and stated he would like 25 mph sight lines used as well as bump outs. Councilor Scott addressed the applicant's previous statement regarding their frustration with the differences between the previous two PUDs and what defined a public benefit. He stated that from his point of view, the challenge was all of the PUDs were brought in separately, and if they had been brought in as one PUD it would be easier to see where the open spaces, parks, and amenities were located all at once. But bringing in the PUDs piecemeal made reviewing the overall plan much more difficult.

Mayor Mays addressed Council vacillating between Alternatives A2 and A3 and suggested that Alternative A3 be used with the 15-foot wide strip as an easement with lights along the length to increase safety. Community Development Director Hajduk asked if A3 had a 15-foot wide easement along the tracts as well as the 5-foot wide path? Associate Planner Rutledge replied that easement language was not included, but could be added, and would save space on the lots. He continued that it would be a 15-foot wide corridor on the north side of Tract F, in between Tracts F and E, and on the south side of Tract E, instead of the 5-foot wide sidewalk. He clarified on A2 that the connection between the two tracts was now proposed to be a 15-foot wide easement instead of 8-foot wide as stated on page 9 of the presentation. Councilor Scott clarified that A2 was a 5-foot sidewalk along Tracts E and F, but between the tracts, it would be a 15-foot cross section. Associate Planner Rutledge replied that was correct and added that in the original proposal that went to the Planning Commission, there was no sidewalk on Tracts E and F and between there was a 5-foot sidewalk within an 8-foot wide corridor. The revised proposal had a 5-foot sidewalk on the north side of Tract F and a 15-foot wide easement between the tracts. He commented that Council could require a 5-foot sidewalk leading up to the corridor on both tracts, and then have the area between the two tracts meet the 15-foot wide walkway that was proposed. Mayor Mays asked if 5 feet was enough space to put in lighting on each stubbed road? City Engineer Galati replied that pedestrian level lighting could be added within a planter strip width of 4.5 feet. Councilor Griffin asked if streetlights were required on private streets. Mr. Galati replied yes. Councilor Scott commented that he recommended keeping the 5-foot sidewalks only on the two tracts and have the 15-foot connection between with pedestrian lighting. Councilor Young, Griffin, and Brouse stated they agreed with Councilor Scott. The following motion was stated.

MOTION: FROM MAYOR MAYS TO ADD TO THE FINDINGS ALTERNATIVE A2 AS STATED APPROVED THE REVISED DESIGN SUBMITTED BY THE APPLICANT WHICH PROVIDES A 5-FOOT WIDE SIDEWALK ALONG THE NORTH SIDE OF TRACT F AND SOUTH SIDE OF TRACT E, WITH A CONNECTION BETWEEN THE TWO (FIGURE 2). THE SIDEWALK CONNECTION BETWEEN THE TRACTS IS PROVIDED WITHIN A 15-FOOT WIDE PEDESTRIAN EASEMENT

WITH A 5-FOOT PAVED PATH WITH LANDSCAPING AND PEDESTRIAN LIGHTING FROM PUBLIC ROAD TO PUBLIC ROAD, THE SIDEWALK OPEN TO THE PUBLIC AND TO BE MAINTAINED BY THE HOA. SECONDED BY COUNCILOR YOUNG. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed Alternative B2 and stated he was in favor of requiring 25 mph sightline easements and the bulb outs. Council voiced their agreement. Councilor Griffin commented that if City Engineer Galati deemed bulb outs helpful and a 25 mph sightline appropriate, then he would go with his recommendation. The following motion was stated.

MOTION: FROM MAYOR MAYS TO APPROVE ALTERNATIVE B2 TO REQUIRE BULB OUT/CHOKERS PRIOR TO ENTERING THE CURVE PORTION OF THE STREET IN EACH DIRECTION (I.E. TWO BULB OUTS TOTAL – ONE BETWEEN LOTS 17 AND 21 AND ONE BETWEEN LOTS 10 AND 28) WITH A 25 MILE PER HOUR SIGHT LINE EASEMENT FOR BOTH CURVES. SECONDED BY COUNCIL PRESIDENT ROSENER.

Prior to taking a vote, Associate Engineer Craig Christensen interjected that there was a possibility that a 25 mph sight line may run into the existing house and would cause the house to need to be removed. Mayor Mays asked what the process would be if that were the case after the motion was approved? Community Development Director Hajduk replied that if this was what Council approved and the applicant could not meet it, then the applicant would either have to come back to Council for a modification to that condition. She commented that another alternative might be to require the applicant to stay as close as 25 mph sight lines as possible. Councilor Scott added that even if the 25 mph sight lines did not encroach upon the house, it may encroach upon the retaining wall that was needed to hold the house. Councilor Young asked if it was possible to amend the motion to say “20-25 mph sight line”? Mayor Mays asked for Council President Rosener’s opinion. Council President Rosener replied that he wanted the highest margin of safety possible for the corners and asked the engineers how likely was it that by increasing it to 25 mph it would cause problems? City Engineer Galati replied that a five-mph difference on a low speed road would not change it that much. Associate Engineer Christensen commented he would have to do an analysis on it. The following was stated.

MOTION TO AMEND: FROM MAYOR MAYS TO REQUIRE THE SIGHT LINE FOR BOTH TO BE AT 25 MPH WITH OR AS CLOSE TO 25 MPH AS POSSIBLE NEAR LOT 11 AND THE SIGHT LINE ACROSS LOT 28 TO BE AS CLOSE TO 25 MPH AS REASONABLY POSSIBLE. SECONDED BY COUNCIL PRESIDENT ROSENER.

Prior to taking a vote, Councilor Griffin clarified that the street would have a 20 mph speed limit and a sight line of 25 mph. Mayor Mays replied that was correct and clarified that as close to a 25 mph sight line as reasonably possible on Lot 28 without impacting the house, speed at 20 mph, and the sight line on Lot 17 remain at 25 mph. Councilor Scott asked if an additional choker was needed on the other side of the curves between Lots 9 and 10? City Engineer Galati replied that he felt that the on-street parking would act as a choker already.

MOTION: FROM MAYOR MAYS, SECONDED BY COUNCIL PRESIDENT ROSENER, TO APPROVE ALTERNATIVE B2 AS AMENDED. MOTION PASSED 6:1, MAYOR MAYS, COUNCIL PRESIDENT ROSENER, COUNCILORS GARLAND, YOUNG, BROUSE, AND GRIFFIN VOTED IN FAVOR. COUNCILOR SCOTT OPPOSED.

The following motion was stated.

MOTION: FROM COUNCILOR SCOTT TO ADOPT ALTERNATIVE C2. SECONDED BY COUNCILOR YOUNG. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

The following motion was stated.

MOTION: FROM COUNCILOR YOUNG TO ADOPT ALTERNATIVE D2. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Discussion regarding the types of amenities that could be included in the PUD occurred. Councilor Scott commented that he was in favor of adding language that required at least two distinct amenities that could be reviewed by City staff or the Planning Commission. Councilor Young stated she agreed with Councilor Scott. Council President Rosener asked that at least two park benches be added in Tract C. Associate Planner Rutledge clarified that two benches in Tract C were already in the plan. Councilors Griffin commented that the applicant should be able to choose which two amenities to provide from the list in Alternative E2.

The following motion was stated.

MOTION: FROM COUNCILOR BROUSE TO ALLOW THE APPLICANT THE CHOICE BETWEEN TWO OF THE OPTIONS IN ALTERNATIVE E2. SECONDED BY COUNCIL PRESIDENT ROSENER.

Prior to a vote, Councilor Scott added that the applicant should be able to pick from the list in Alternative E2 or provide an equivalent alternative. Mayor Mays asked if the place making project would need to go through the Planning Commission for approval? Associate Planner Rutledge replied that was correct and clarified that the Planning Commission had recommended and added a condition of approval B17, which was included in the staff report, to require an open space amenities plan prior to final development approval, and the applicant had already supplied the plan. Community Development Director Hajduk clarified that the final development plan had to go back to the Planning Commission for approval of the final subdivision. Associate Planner Rutledge replied that was correct.

Mayor Mays restated the motion as, "adopt alternative E2 requiring at least two of the options or two recommended by the applicant if supported by the planning commission."

MOTION PASSED 6:1. COUNCIL PRESIDENT ROSENER, COUNCILORS GARLAND, YOUNG, BROUSE, SCOTT, AND GRIFFIN VOTED IN FAVOR. MAYOR MAYS OPPOSED.

The following motion was stated.

MOTION: FROM COUNCILOR YOUNG TO READ CAPTION AND ADOPT ORDINANCE 2020-012 APPROVING A 41-LOT PLANNED UNIT DEVELOPMENT (PUD) TO BE KNOWN AS THE DENALI SUMMIT PLANNED UNIT DEVELOPMENT AS AMENDED. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Joe Gall reported that he met with the new Metro Councilor Garrett Rosenthal and announced he would attend the February 2, 2021 City Council meeting to introduce himself. He spoke on the issue of heating in tents and reported that Council President Rosener and himself had reached out to the governor's office and TVF&R to ask them to modify their rules to allow for more flexibility for heaters under tents during the pandemic. He reported that TVF&R would have their response to him soon. Mr. Gall asked Chief Groth to speak on community safety during protests. Chief Groth replied that law enforcement in Washington County was extremely collaborative to ensure community safety and to guarantee they were all prepared and ready to respond through mutual aid agreements.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Scott reported that Planning staff had published a new survey for developing residential design standards in Sherwood and encouraged people to complete the survey and provide their feedback.

11. ADJOURN:

Mayor Mays adjourned the regular session at 9:58 pm and convened an executive session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Mays called the executive session to order at 10:03 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
- 3. STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, and Legal Counsel Steven Schuback.
- 4. TOPICS**
 - A. ORS 192.660(2)(d) Labor Negotiations**

5. ADJOURNED

Mayor Mays adjourned the executive session at 10:28 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Jeff Groth, Police Chief

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

SUBJECT: Resolution 2021-008, authorizing the City Manager to sign an intergovernmental agreement with Oregon and Southwest Washington agencies for sharing police records data

Issue:

Shall the City Council authorize the City Manager to sign an intergovernmental agreement (IGA) with Oregon and Southwest Washington agencies for sharing police records data?

Background:

Multiple police agencies in Washington County, Clackamas County, Marion County and Clark County, Washington use Mark 43 as their police records management system. As a result, the agencies have the ability to view records created by other agencies that exist within the Mark 43 system.

The sharing of information amongst police agencies is quite common and occurs with other records management systems and/or records consortiums, and it enhances public safety. All that is required to facilitate the sharing of information is a written agreement and this IGA accomplishes that.

The IGA has been reviewed and approved by the Sherwood City Attorney. A copy of the IGA is attached as exhibit 1.

Financial Impact:

There are no additional financial impacts as a result of this IGA.

Recommendation:

Staff respectfully recommends City Council approve Resolution 2021-008 authorizing the City Manager to sign an intergovernmental agreement with Oregon and Southwest Washington agencies for sharing police records data.



RESOLUTION 2021-008

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH OREGON AND SOUTHWEST WASHINGTON AGENCIES FOR SHARING POLICE RECORDS DATA

WHEREAS, the Sherwood Police Department uses Mark 43 as its records management system; and

WHEREAS, multiple other police agencies in Washington, Clackamas and Marion Counties in Oregon, and Clark County in Washington also use Mark 43 as their police records management system; and

WHEREAS, the sharing of police records data, for viewing access only between the parties, improves cross-jurisdictional cooperation of law enforcement and benefits public safety efforts in the region; and

WHEREAS, the Sherwood City Attorney did review the attached IGA and approves of form; and

WHEREAS, the Sherwood City Council recognizes the public safety benefit of sharing police records data amongst cooperating agencies.

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

Section 1. The City Council authorizes the City Manager to sign an IGA with Oregon and Southwest Washington agencies, in a form substantially similar to the attached Exhibit 1.

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

Duly passed by the City Council this 2nd of February, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

MASTER INTERLOCAL AGREEMENT FOR DATA SHARING AMONG AGENCIES USING MARK 43

This Master Interlocal Agreement for Data Sharing Among Agencies Using Mark 43 (“Agreement”) is entered into between the Oregon and Southwest Washington Law Enforcement agencies or entities that use or intend to use the Mark43 system, collectively referred to as the Parties.

WHEREAS, the Parties all use Mark43 as their records management system (RMS); and

WHEREAS, sharing of data between the Parties improves cross-jurisdictional cooperation of law enforcement and benefits public safety efforts in the region; and

WHEREAS, the Parties wish to establish protocols by which data will be shared across agencies;

WHEREAS, the Parties are authorized to enter this Agreement under RCW 10.93.130, RCW Chapter 39.34, and ORS 190.110 and 190.420.

NOW, THEREFORE, the Parties agree as follows:

- 1. Parties.** This Agreement anticipates the participation of law enforcement agencies within the Oregon counties of Multnomah, Washington, Clackamas, Polk, Marion, Lincoln, and Columbia and within the Washington Counties of Clark, which use Mark 43 as their RMS. Subject to execution of this Agreement, the Parties eligible for participation include:

Washington County Consortium

City of Tigard
City of Sherwood
City of Tualatin
City of Forest Grove

Clackamas County Consortium

Clackamas County Sheriff’s Office
City of Oregon City
City of Milwaukie
City of Canby
City of Molalla
City of West Linn
City of Gladstone

Salem Consortium

City of Salem
Polk County Sheriff’s Office
City of Keizer
City of Independence
City of Monmouth
City of Aumsville
City of Lincoln City
City of Turner
City of Dallas
Grand Ronde Tribal Police
City of Gervais
City of Stayton

Clark County

City Of Vancouver

2. **Term.** This Agreement is effective upon execution by two or more Parties and will continue in perpetuity unless otherwise terminated. A Party may withdraw from this Agreement at any time pursuant to Section 7 below.
3. **Records Access.**
 - a. Parties agree to allow each user agency to access data in each other's RMS, subject to the terms and conditions described in this Agreement.
 - b. Access to another Party's RMS will be "read only" or "view only" and no data may be added, modified, deleted, or altered in any way. Access will be limited to individuals with CJIS authorization.
 - c. The Parties will not charge or impose costs for RMS access.
4. **Terms of Use of Information and Data.** The Parties agree that the use of the data contained in the RMS will be used solely for legitimate law enforcement purpose only and may not be shared with any other person, group, or entity without the permission of the Party providing RMS access. The Parties further agree that any reports or other documents will be destroyed when no longer needed.
5. **Suspension of Access.** A Party may temporarily suspend another Party's access to the RMS for failure to comply with the terms of this Agreement, upon written notice that states the grounds for suspension. The suspended Party must take corrective action to reinstate access.
6. **Licenses.** The Party providing RMS access is solely responsible for complying with the terms of its own contract with Mark43 and for maintaining any licenses necessary to cover access. Each Party agrees to work with Mark 43 to provide Records Access, as authorized under Section 2 above, to other Parties.
7. **Indemnification.** To the extent permitted by Washington and Oregon law, each Party agrees to indemnify and hold harmless the other Parties, and their officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of the performance of the Party's willful or negligent acts or omissions under this Agreement.
8. **Withdrawal and Termination.** A Party may withdraw from this Agreement, with or without cause, by providing (30) thirty days' written notice to the other Parties. This Agreement will terminate when all Parties have withdrawn (or only one Party remains) or all Parties agree in writing to terminate this Agreement.
9. **Insurance.** The Parties agree to maintains liability insurance in force with coverages and limits of liability typically maintained by agencies performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages

and/or limits required by Washington state law or Oregon state law, as applicable to each Party.

- 10. Administration and Costs.** This Agreement does not establish or create a separate legal or administrative entity. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement.
- 11. No Third Party Beneficiaries.** Nothing in this Agreement shall create any legal right or inure to the benefit of any third party.
- 12. Assignment.** The rights and obligations of each Party under this Agreement may not be assigned in whole or in part.
- 13. Interpretation.** This Agreement shall be liberally construed in accordance with its general purposes and according to Washington and Oregon law.
- 14. Amendments.** No alteration or addition to the terms of this Agreement shall be valid unless made in writing that is formally approved and executed by each Party.
- 15. Compliance with Law.** Each Party agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.
- 16. Dispute Resolution.** In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. When differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. Costs of mediation will be equally shared amount the disputing Parties. If mediation is not successful, any Party may institute legal action for specific performance of this Agreement or for damages. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Clark County.
- 17. Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- 18. Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each which shall be an original and all of which shall constitute the same Agreement.

[Signature Page to Follow]

CITY OF VANCOUVER

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF TIGARD

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF SHERWOOD

Signed: _____

Name: _____

Its: _____

Date: _____

CLACKAMAS COUNTY SHERIFF'S OFFICE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF OREGON CITY

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF TUALATIN

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF FOREST GROVE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF MILWAUKIE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF GLADSTONE

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CITY OF CANBY

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CITY OF MOLALLA

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CITY OF WEST LINN

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CITY OF KEIZER

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CITY OF MONMOUTH

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Name: _____

Its: _____

Date: _____

CITY OF LINCOLN CITY

Signed: _____

Name: _____

Its: _____

Date: _____

POLK COUNTY SHERIFF'S OFFICE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF SALEM

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF INDEPENDENCE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF AUMSVILLE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF TURNER

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF DALLAS

Signed: _____

Name: _____

Its: _____

Date: _____

GRAND RONDE TRIBAL POLICE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF STAYTON

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF GERVAIS

Signed: _____

Name: _____

Its: _____

Date: _____

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Jeff Groth, Police Chief
Through: Joseph Gall, ICMA-CM, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2021-009, authorizing the City Manager to sign a successor intergovernmental agreement with Washington County for towing services

Issue:

Shall the City Council authorize the City Manager to sign a successor intergovernmental agreement (IGA) with Washington County for the provision of towing services?

Background:

The police agencies in Washington County, including the Sherwood Police Department, have long partnered together regarding towing services. This occurs through an existing IGA with Washington County from April 2010 under which the County manages the actual tow contracts with various towing companies. Partnering in this manner allows for many general efficiencies and saves staff time and resources by eliminating the need for staff to negotiate, procure and manage our own contract(s).

Additionally, the tow companies have expressed a desire to get out of the business of towing abandoned vehicles because of the financial challenges associated with towing low-value vehicles and recreational vehicles. As a result, it would be very difficult to secure individual tow contracts as few of the tow companies would be interested. Partnering with Washington County and maintaining the county-wide tow contract provides a higher volume of tows and better financial prospects for the tow companies.

This IGA replaces the 2010 IGA and has been reviewed and approved by the Sherwood City Attorney. A copy of the IGA is attached as exhibit 1.

Financial Impact:

The new IGA does require Sherwood to pay a reimbursement fee of \$500 for any recreational vehicles that may need to be towed, subject to an annual cap of \$500.

Recommendation:

Staff respectfully recommends council approve Resolution 2021-009 authorizing the City Manager to sign a successor intergovernmental agreement with Washington County for towing services.



RESOLUTION 2021-009

AUTHORIZING THE CITY MANAGER TO SIGN A SUCCESSOR INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR TOWING SERVICES

WHEREAS, the City of Sherwood has a long-standing partnership, established through an intergovernmental agreement (IGA) with Washington County, regarding the provision of towing services; and

WHEREAS, Washington County has the power and authority through ORS Chapter 819, *et seq.*, and its own Charter and ordinances to regulate towing of abandoned, parking violation or disabled vehicles, including but not limited to hazards, within the county limits; and

WHEREAS, the police agencies within Washington County are parties to the IGA, which allows efficient contracting and management of the tow contract; and

WHEREAS, the parties to the IGA desire to replace it with an updated IGA; and

WHEREAS, the Sherwood City Attorney did review the attached IGA and approves of form; and

WHEREAS, the Sherwood City Council recognizes the value in partnering with Washington County for the provision of towing services.

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

Section 1. The City Council authorizes the City Manager to sign a successor IGA with Washington County, in a form substantially similar to the attached Exhibit 1, which agreement shall supersede and replace any prior agreements on the same subject matter, and to sign renewals of said IGA on substantially the same terms.

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

Duly passed by the City Council this 2nd of February, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

This Agreement is entered into by Washington County, a home-rule county and political subdivision of the State of Oregon (hereinafter "County"), and the City of Sherwood, a municipal corporation of the State of Oregon (hereinafter "City"), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190.

WHEREAS, the County has the power and authority through ORS Chapter 819, *et seq.*, and its own Charter and ordinances to regulate towing of abandoned, parking violation or disabled vehicles, including but not limited to hazards, within the county limits; and

WHEREAS, the Washington County Sheriff's Office ("WCSO") is duly authorized under Oregon law to regulate the towing of vehicles, including, but not limited to motorhomes, boats or trailers, through towing policies, such as Tow Policy (1401-R01) and the Towing Procedures Manual; and

WHEREAS, in 2018, the County estimates approximately 4-5 abandoned/parking violation recreational vehicles, motorhomes, boats or trailers per month required disposal;

NOW, THEREFORE, pursuant to Washington County Ordinance Chapter 8.16 and Oregon statute, including but not limited to ORS Chapter 819, *et seq.*, the City and the County agree:

1. Recreational Vehicle defined. For the purposes of this Agreement, "recreational vehicle" is defined as set forth in ORS 650.300(16).
2. Abandoned/Parking Violation Vehicle Towing Services. For the term of this Agreement, the City agrees to reimburse tow companies \$500 for each abandoned/parking violation tow the City ordered that meets the reimbursement criteria. See Exhibit 1, reimbursement form, attached herein. Reimbursement shall be capped at a maximum number of tows per year, see Exhibit 2, Annual Cap Chart, attached herein. City shall be responsible for self-tracking the number of tows to meet the maximum annual cap and informing tow companies in the City tow area of that cap so tow companies can request reimbursement accordingly.
3. Tow Manual. The City, including all law enforcement agencies ("LEA") under the City's jurisdiction, will follow the Tow Manual, attached herein as Exhibit 3 ("Tow Manual"), available online at: <https://powerdms.com/public/WCOR/tree/documents/1679607> for all tows covered by this Agreement. The Tow Manual is subject to amendment and change; County agrees to provide updated or amended version to the City within seven (7) business days of formal approval to any amendments in writing, including but not limited to posting any new amendments to the Tow Manual online. The City further agrees to:
 - a. Follow and implement the Tow Manual's abandoned/parking violation tow dispatching criteria, including ensuring each tow company in the LEA's tow area is rotated. As required by the Tow Manual, tow companies are not allowed to pass on an abandoned/parking violation tow.

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

- b. All LEA Deputies/Officers on scene must provide the tow desk with detailed information about the tow, including but not limited to the exact physical location of the vehicle to be towed, sufficient details of the vehicle to aid the tow company in locating the vehicle, the reason for the tow and any information regarding conditions or circumstances which might require special assistance or special equipment so the tow company can ensure they have the correct equipment/truck needed for the tow.
 - c. All LEA's must follow the same vehicle release guidelines per the Tow Manual and all towing policies, when a tow requires a vehicle release, as set forth in Exhibit 4 attached herein.
 - d. The Tow Coordinator will review and enforce violations of the Tow Manual and all other towing policies by LEA or City. Repeated failures by a party to meet Tow Manual requirements or other towing policies may be grounds for termination of this Agreement.
4. Termination Process. Either party may initiate a process to terminate this Agreement as follows:
- Notice of Termination. If either party wishes to terminate this Agreement, they shall provide the other party with a 10-day written notice of intent to terminate the Agreement.
5. Duration. This Agreement is effective as of January 1, 2021, or upon authorization and signature by both parties, whichever is later. The term of this Agreement is for one year, ending on December 31, 2021. This Agreement may be renewed for additional terms upon written agreement of all parties.
6. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Washington County Sheriff, and the Washington County Board of Commissioners.
7. Agreement Administration.
- a. Agreement Administrators. The WCSO Criminal Records Manager or a designee and the City Police Chief or a designee shall serve as Agreement administrators to review Agreement performance and resolve operational problems.
 - b. Referral of Unresolved Problems. The WCSO Criminal Records Manager shall refer any police service operational problem, which cannot be resolved, to the City Police Chief. City and the WCSO Criminal Records Manager shall meet as necessary to resolve such issues.
 - c. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the WCSO Criminal Records Manager and the City Police Chief for resolution.
 - d. Audits and Inspections. The records and documents with respect to all matters covered by the Agreement shall be subject to inspection, review or audit by County or City during the term of this Agreement and three years after termination.

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

8. Third Party Beneficiaries. County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
9. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the Police Chief, Manager or Mayor for the City, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty (30) calendar days shall constitute reasonable notice for the exercise of any right in the event applicable law specifically requires such notice.
10. Governing Law. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Washington County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon, Portland Division.
11. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by COVID-19, fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
12. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
14. Warranties. The parties represent and warrant they have the authority to enter into and perform this Agreement, and this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
15. Entire Agreement and Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates
listed below.

WASHINGTON COUNTY

CITY OF SHERWOOD

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel for Washington County

Legal Counsel for City of Sherwood

Name Printed:

Name Printed:

Date: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

EXHIBIT 1



SHERIFF
WASHINGTON COUNTY

CONSERVING THE PEACE THROUGH VALUES DRIVEN SERVICE / SHERIFF PAT GARRETT

Abandoned/Parking Violation RV Disposal Reimbursement Request

Tow Company: _____

Date request submitted: _____

Vehicle license plate or VIN: _____

Date of tow: _____

Include the following documentation with your request:

- ☐ Receipt showing cost of disposal exceeded \$500
- ☐ Copies of DMV vehicle ownership information
- ☐ Copies of notification(s) sent to vehicle owner
- ☐ Photos of vehicle
- ☐ Photos of garbage/hazardous materials (when applicable)

Description of garbage or hazardous materials:

Law Enforcement Agency Use Only:

- ☐ Confirmed vehicle was towed by my agency.
- ☐ Receipt showing cost of disposal exceeded \$500 was provided.
- ☐ Copies of DMV vehicle ownership information was included.
- ☐ Copies of correspondence attempts sent to vehicle owner was included.
- ☐ Photos of vehicle were provided.
- ☐ Photos including garbage/hazardous materials were provided (when applicable).

Upon review, request is:

- ☐ Approved and submitted for \$500 payment on _____
- ☐ Denied due to: _____

Request reviewed by: _____ Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

EXHIBIT 2

ANNUAL CAP CHART

AGENCY	MAXIMUM CAP ON ANNUAL REIMBURSEMENT	MAXIMUM CAP ON ANNUAL TOWS
Banks PD	\$500	1
Beaverton PD	\$12,500	25
Cornelius PD	\$1,500	3
Forest Grove PD	\$1,000	2
Gaston PD	\$500	1
Hillsboro PD	\$10,000	20
King City PD	\$500	1
North Plains PD	\$1,000	2
Sherwood PD	\$500	1
Tigard PD	\$4,000	8
Tualatin PD	\$3,000	6
WCSO	\$15,000	30

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

EXHIBIT 3
(TOWING MANUAL)

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF SHERWOOD, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

EXHIBIT 4

VEHICLE RELEASE REQUIREMENTS		
Type of Tow	Release Required	Documents Required for Police Release
DUII ORS 813.010	Yes	Proof of ownership, insurance, valid Driver's License (DL)
Driving Uninsured ORS 806.010	Yes	Proof of ownership, insurance, valid DL
Driving while Suspended or Revoked (DWS/DWR) ORS 811.175 or 811.182	Yes	Proof of ownership, insurance, valid DL
Operating without driving privileges or in violation of license restrictions ORS 807.010	Yes	Proof of ownership, insurance, valid DL
Other applicable City or County Ordinance*	Yes	Proof of ownership, insurance, valid DL
Property Release	Yes	**See Below
Evidence	Yes	Refer individual to law enforcement agency.
Illegal Parking or Parking in Handicap Spot ORS 810.430 or 811.620	No	N/A
Abandoned	No	N/A
Hazard or No Hold Collision or Disabled Motorist	No	N/A
Stolen Vehicle	No	N/A

*Ordinance: There are other applicable ordinances in cities throughout Washington County which allow for towing. When applied, the officer should indicate that the tow is an "ordinance" tow.

****Requests for PROPERTY from a Towed Vehicle:** If subject wishes to *remove* property from the vehicle (where a vehicle release would be required if subject was claiming the vehicle), a property release is required. The person requesting the property must provide proof of ownership, or provide a copy of a citation which shows they were in the vehicle at the time it was towed and are entitled to property which is inside the vehicle). There is no fee from the agency to obtain the release, but a gate fee may be charged if after business hours. If a person makes an after-hours appointment which authorizes a gate fee, the tow firm will not charge a second gate fee if the person obtains a vehicle release from the Sheriff's Office and returns to pick up the vehicle within one hour. (NOTE: If a person has a vehicle release, they may use it as a property release only should they decide not to retrieve the vehicle).

Note: Insurance agent may view or photograph the vehicle showing proof of agent identification during business hours or gate fee may be charged.

TO: Sherwood City Council

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

SUBJECT: Resolution 2021-010, Appointment of City Council Liaison Assignments

Issue:

Shall the City Council approve the City Council Liaison assignments for 2021?

Background:

At the beginning of each new calendar year, the Mayor appoints City Councilors to various liaison assignments for both city and non-city commissions, boards and committees as the Mayor deems necessary. Mayor Mays has made such appointments which are outlined in Exhibit A which is attached to the subject resolution. The primary role of the liaison member is to convey information from the Council to the commission or committee and from the commission or committee to the Council.

Chapter 6.II.A.1 of the Rules of Procedure for City Council stipulates that the Mayor's appointments are approved by the consent of the City Council by resolution. These assignments are for the calendar year 2021.

Financial Impacts:

There are no additional financial impacts as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-010, Appointment of City Council Liaison Assignments.



RESOLUTION 2021-010

APPOINTMENT OF CITY COUNCIL LIAISON ASSIGNMENTS

WHEREAS, the current Rules of Procedure for City Council in Chapter 6 outlines the process for appointment of Councilor Liaisons to both city and non-city commissions, boards and committees; and

WHEREAS, Mayor Keith Mays has appointed Councilors to their respective assignments as outlined in Exhibit A; and

WHEREAS, Councilor liaison assignments are required to be approved by consent of City Council.

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

Section 1. The Council Liaison assignments as outlined in Exhibit A are approved for 2021.

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

Duly passed by the City Council this 2nd of February, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

2021 City Council Liaison Assignments - DRAFT

BOARD/COMMISSION	P/T	COUNCIL LIAISON	ALTERNATE	STAFF LIAISON	MEETING DETAILS
Planning Commission	P	Councilor Scott	Council President Rosener	Julia Hajduk, Community Development Director	2nd and 4th Tuesday of Month, Community Room at City Hall
Parks & Recreation Advisory Board	P	Councilor Griffin	Councilor Brouse	Kristen Switzer, Community Services Director	1st Monday of Month, Community Room at City Hall
Library Advisory Board	P	Councilor Brouse	Councilor Scott	Adrienne Doman-Calkins, Library Manager	3rd Wednesday of Month, Community Room at City Hall
Cultural Arts Commission	P	Councilor Garland	Councilor Young	Kristen Switzer, Community Services Director	3rd Monday of Month, Sherwood Center for the Arts
Police Advisory Board	P	Councilor Young	Councilor Griffin	Jeff Groth, Police Chief	3rd Thursday of Month, Sherwood Police Department
Budget Committee	P	Mayor Mays	N/A	David Bodway, Finance Director	As needed (quarterly and in May)
Senior Advisory Board	P	Councilor Brouse	Councilor Garland	Maiya Burbank, Senior Center Manager	2nd Wednesday of Month, Senior Center
OTHER BOARDS & ORGANIZATIONS	P/T	COUNCIL LIAISON	ALTERNATE	STAFF LIAISON	MEETING DETAILS
Willamette River Water Coalition (WRWC)	P	Council President Rosener	Councilor Garland	Craig Sheldon, Public Works Director	
Regional Water Providers Consortium (RWP)	P	Councilor Garland	Council President Rosener	Craig Sheldon, Public Works Director	
Willamette Intake Facilities Commission	P	Councilor Garland	Council President Rosener	Craig Sheldon, Public Works Director	
Sherwood School District (SSD)	P	Council President Rosener	Councilor Brouse	None	2nd Wednesday of Month, Community Room at Ridges Campus
Washington County Coordinating Committee (WCCC)	P	Mayor Mays	Council President Rosener	Julia Hajduk, Community Development Director	2nd Monday of Month, Beaverton Library
Metro in General	P	Mayor Mays	Council President Rosener	Julia Hajduk, Community Development Director	N/A (Varies)
Washington County in General	P	Mayor Mays	Council President Rosener	Julia Hajduk, Community Development Director	N/A (Varies)
Comm Development Block Grant Adv BD (CDBG)	P	Councilor Young	Council President Rosener	Julia Hajduk, Community Development Director	
Sherwood YMCA	P	Councilor Young	Councilor Griffin	Kristen Switzer, Community Services Director	
OTHER GROUP COUNCIL INVOLVEMENT	P/T	COUNCIL LIAISON	ALTERNATE	STAFF LIAISON	MEETING DETAILS
Sherwood Historical Society (SHS)	P	Council President Rosener	Councilor Scott		
Comprehensive Plan (CAC)	T	Councilor Griffin	Councilor Scott	Julia Hajduk, Community Development Director	
* P/T= Permanent, Temporary					

Distribution Analysis

Name	No. of Primary Assignments	No. of Temporary	No. of Alternate
Brouse	2		2
Garland	3		2
Griffin	2		2
Mays	4		0
Rosener	3		7
Scott	1		3
Young	3		1