



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, June 21, 2022

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

City Council Executive Session
(ORS 192.660 (2)(d), Labor Negotiations)
(Following the regular City Council Meeting)

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



Home of the Tualatin River National Wildlife Refuge

5:30 PM WORK SESSION

- 1. Parks SDC Discussion**
(Kristen Switzer, Community Services Director)
- 2. Discuss Recruitment for City Attorney Position**
(Josh Soper, City Attorney)
- 3. Discuss Orland Villa Mobile Home Park**
(Josh Soper, City Attorney & Erika Palmer Planning Manager)

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 June 7, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. Approval of June 13, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - C. Resolution 2022-030, Reappointing David Scheirman to the Parks and Recreation Advisory Board** (Kristen Switzer, Community Services Director)
 - D. Resolution 2022-031, Reappointing Joy Kuczer to the Parks and Recreation Advisory Board** (Kristen Switzer, Community Services Director)
 - E. Resolution 2022-032, Reappointing Rodney Lyster to the Parks and Recreation Advisory Board** (Kristen Switzer, Community Services Director)
 - F. Resolution 2022-033, Reappointing Justin Kai to the Sherwood Planning Commission** (Erika Palmer, Planning Manager)
 - G. Resolution 2022-034, Reappointing Brian Dorsey to the Police Advisory Board** (Ty Hanlon, Police Chief)
 - H. Resolution 2022-035, Reappointing Chris West to the Police Advisory Board** (Ty Hanlon, Police Chief)
 - I. Resolution 2022-036, Reappointing Mike Smith to the Police Advisory Board** (Ty Hanlon, Police Chief)
 - J. Resolution 2022-037, Reappointing Lisa Patterson to the Traffic Safety Committee** (Ty Hanlon, Police Chief)
 - K. Resolution 2022-038, Reappointing Tiffany Yandt to the Traffic Safety Committee** (Ty Hanlon, Police Chief)

AGENDA

SHERWOOD CITY COUNCIL June 21, 2022

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

**City Council Executive Session
(ORS 192.660(2)(d), Labor Negotiations)
(Following the regular City Council meeting)**

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

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

L. Resolution 2022-039, Authorizing the City Manager to Sign an IGA with Clackamas County for Sharing of Conduit and Cost Reimbursement (Brad Crawford, IT Director)

6. CITIZEN COMMENTS

7. PRESENTATIONS

A. Introduction of New Sherwood Police Officers (Ty Hanlon, Police Chief)

8. CITY MANAGER REPORT

9. COUNCIL ANNOUNCEMENTS

10. ADJOURN to EXECUTIVE SESSION

11. EXECUTIVE SESSION

A. ORS 192.660(2)(d), Labor Negotiations (Josh Soper, City Attorney)

12. ADJOURN

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

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

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
June 7, 2022

WORK SESSION

- 1. CALL TO ORDER:** Mayor Mays called the work session to order at 5:30 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Doug Scott, and Taylor Giles. Councilor Sean Garland participated remotely. Councilor Renee Brouse was absent.
- 3. STAFF PRESENT:** City Manager Keith D. Campbell, IT Director Brad Crawford, Public Works Director Craig Sheldon, Planning Manager Erika Palmer, Senior Planner Joy Chang, Economic Development Manager Bruce Coleman, Community Services Director Kristen Switzer, Public Works Utility Manager Rich Sattler, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Architect Brandon Dole with Scott Edwards Architecture.

4. TOPICS:

A. Sherwood West Update

Planning Manager Erika Palmer presented the “Sherwood West Re-Look Project Update” PowerPoint presentation (see record, Exhibit A) and recapped that Council last heard an update on Sherwood West in the fall of 2021. She reported that the project would conduct a public engagement activity in summer 2022. She provided background on the current Sherwood West preliminary concept plan and stated that the current concept plan was approved by Council via Resolution 2016-009, prior to the Comprehensive Plan update. She explained that the initial plan primarily addressed housing, parks and open space, and smaller commercial/retail uses to serve residents, but it did not address economic development goals and was also adopted prior to HB 2001. She explained that the re-look would explore new opportunities for employment and economic growth, new land use and growth patterns in the area, new and updated transportation plans, and new state rules related to housing. She provided an overview of the area and reported that the area totaled 1,291 acres with 126 properties, 110 property owners, and an average property size of 9.8 acres. She reported that at the beginning of the re-look process, the city sent each property owner a letter informing them of the project and telling them how they could get more information or get involved. Planning Manager Palmer outlined the project’s process and reported that in 2021, the city received a Metro grant to re-look at the Preliminary Concept Plan, the city then formed the Technical and Community Advisory Committees (TAC and CAC) and explained that the CAC and TAC had recently held their eighth meeting and were developing a land use scenario map with implementation tools to publish for community feedback and input. She stated she anticipated that the updated Concept Plan would be complete by the end of 2022. Councilor Young stated that there was an error on page 6 of the presentation and noted that the final bullet point should read

2022 not 2021. Ms. Palmer recapped the Sherwood West Vision statement and explained that the language had been updated since it was first drafted in 2016. She stated that the six theme concepts were: Mixed-Employment Areas, Great Neighborhoods, Livable and Connected Streets, SE Elwert Road Design Concepts, Active Transportation, and the Chicken Creek Greenway. She addressed the theme of “Mixed-Employment Areas” and explained that the goal was to “get the right kind of jobs in the right place” and stated that the area would provide opportunities for industrial and commercial development with higher wage jobs to help diversify and balance the city’s tax base with a goal of building a self-sustaining and vibrant local economy. She explained that they had reached out to more than 30 stakeholders who worked in economic development including office campuses, healthcare, and wine/hospitality to get a better understanding of their needs. Ms. Palmer stated that the city was seeking employment uses that were high-tech jobs, jobs in clean tech, flex-use spaces, and smaller commercial retail with the goal of having a good variety of employment types. She provided an overview of the Mixed-Employment areas map on page 10 of the presentation. She addressed the theme of “Great Neighborhoods” and outlined that principles of the theme were: to plan for walkability, to provide for a variety of housing, to integrate new and existing neighborhoods, to plan for schools and parks as destinations, to connect greenspaces, and to integrate nature into neighborhoods. She recapped that single-family detached, townhomes, single-family detached with ADUs, cottage clusters, and plexes would be used in the area and explained that based on community feedback, cottage clusters and plexes were the preferred missing middle housing type. Planning Manager Palmer address “Livable and Connected Streets” and stated the principles were: to design for safety, to integrate with existing Sherwood, to connect all areas of Sherwood West, to ensure that streets were places for people of all ages and abilities, and to provide for all modes of travel. She recapped that both the CAC and community had provided feedback that the re-routing of Elwert was the preferred alignment and that a north/south road connection between Chapman/Edy should be considered. Mayor Mays asked if the cost was similar? Ms. Palmer replied that was correct. Mayor Mays asked if the city had reached out to the county since it was a county road? Ms. Palmer replied that they had and reported that the county was a part of the TAC. She added that she had also reached out to the Department of State Lands to discuss the wetlands and any additional mitigation that may be necessary. She addressed the theme of “SE Elwert Road Design Concepts” and outlined that principles of the theme were: to connect the west and east sides of the community, to tame the traffic, to plan for safety, to promote safe and comfortable walking and biking, to create a green landscaped corridor, and to provide for future transit. She commented that the received community feedback showed that the design of Sunset Boulevard was preferred and explained that the goal was to take design elements from Sunset Boulevard and implement them on SE Elwert. She recapped that design elements such as buffered sidewalks, safe crossings, bike lanes, a planted fenceline, a consistent fenceline, and trees to create a canopy would be implement on SE Elwert. Ms. Palmer provided an overview of the context-sensitive design of Elwert map on page 15 of the presentation. She addressed “Active Transportation” and explained that the goal was to account for all modes of transportation and provide key connections to interesting destinations. She addressed the “Chicken Creek Greenway and Greenspaces” theme and explained that they planned to have a trail system on both sides of Chicken Creek and stated the area would also include stormwater management, multi-use paths, and would serve as a buffer between neighborhoods. Ms. Palmer provided an overview of the Buildable Land Inventory and explained that the number reflected on the chart was not the most current figure and would need to be updated. She reported that the net buildable residential land supply was roughly 325 acres. She reported that there was an estimated 37.1% of open space in the area and added that that number would likely increase as neighborhoods were developed since the city had an open space standard for neighborhoods. Planning Manager Palmer commented that the CAC was aware that a community park would be needed and were exploring potential locations. She remarked that a middle school would also be needed in the future and explained that she had spoken with the school district and the school district had estimated that they had 10

years of growth in Sherwood West before a new middle school would be needed. She outlined that the CAC would be considering residential land use designations and reviewing housing density assumptions and explained that both cottage cluster zones and middle housing (plexes, townhomes, cottage clusters) would not be subject to OAR 660 Middle Housing. Ms. Palmer recapped the received community feedback and reported that there was strong support for additional employment uses in Sherwood West, particularly the northern portion of Sherwood West, as well as support for neighborhood services and support for additional employment uses along Highway 99W. Further community feedback included ensuring that there was a balance of uses, there was continued support of open spaces and connections to trails, and the new neighborhoods should integrate with existing neighborhoods. Discussion regarding how to attract high-paying industries to the area occurred. Ms. Palmer reported that there would be two alternatives that would be published to received public comment for a north/south road to Edy and commented that the neighbors in the Eastview neighborhood were opposed to a connection utilizing the Eastview Road right-of-way. She recapped next steps and reported that later in the summer, the draft land use scenarios would be published, a community open-house would be held, and they would seek input from the high school community. She explained that after the community feedback had been received, a preferred land use scenario would be chosen, and additional analysis would be reviewed that included transportation, infrastructure funding, and phasing. She stated that staff had met with neighborhood groups. She reported that the goal was to have the Sherwood West Concept Plan completed by fall 2022 and accepted by Council in winter 2022. Councilor Scott asked if a “UGB ask” would be included in this process? Planning Manager Palmer replied no, because it was a separate process. Councilor Giles asked if the community park would be in addition to the greenway paths/areas? Ms. Palmer replied that was correct.

B. Public Works Facility Master Plan Update

Public Works Director Craig Sheldon introduced consultant Brandon Dole with Scott Edwards Architecture and presented the “Public Works Complex” PowerPoint presentation and referred to an email he had sent to Council prior to the work session (see record, Exhibit B). He recapped that this project had been in discussions since 2005, and in 2019 preliminary space planning was completed. He recapped that a feasibility study had been completed and explained that the estimated cost of the project included risk mitigations and a fair amount of contingency was built in. He referred to the City of Wilsonville’s Public Works complex project and commented that it was expected that Wilsonville’s bids for their facility would be in the \$19 million range for construction. Architect Brandon Dole provided an overview of the presentation’s agenda. Mayor Mays asked Economic Development Manager Bruce Coleman if the neighbor of the future Public Works site was moving ahead with their development? Mr. Coleman replied that the neighbor would be developing the back portion of their property and would create a parcel in the front two acres to put up for sale. Mr. Dole recapped that in 2019, he and his team had provided a high-level space program that conducted an evaluation of some of the development done on the development site and produced a high-level concept plan that recommended moving forward with developing the site. He stated that their 2019 work had recently been updated which included an on-site visit to the current Public Works facility to ascertain the needs, multiple work sessions with the project team that included Public Works Director Sheldon, Public Works Utility Manager Rich Sattler, Councilor Young, and other key staff members, and a project team tour of different facilities in Tualatin and Hillsboro. He voiced that Oregon City had recently completed their construction of a new Public Works facility and explained that it was not an apples-to-apples comparison for Sherwood, but it was a good example of what a Public Works facility could be. He reported that they had met with Community Development and Engineering and had reviewed the land use compatibility and had determined that there was a path forward and had outlined some of the regulatory process to do so. He stated they had met with the Oregon Street Project team and had completed some schedule alignment. He reported that he and his team had produced an updated concept plan based on the updated program and

re-confirmed that the site would accommodate the program. Councilor Giles asked why the city was looking into constructing a new Public Works facility? Mr. Dole replied that the city had outgrown its current facility and the facility was a multi-use facility. Council President Rosener added that the new facility would be located on land that would be difficult to develop otherwise while the land that the current Public Works facility was located on was valuable and re-developable. Mayor Mays added that the county controlled the property on Oregon Street and the county wanted the local jurisdiction to clean the site, but if the city cleaned the site they would not be able to sell it. Council President Rosener commented that the city needed to complete some community messaging about the new Public Works facility project and discussion occurred. Public Works Director Sheldon stated that the current Public Works facility failed its resiliency plan. Councilor Garland asked Mr. Sheldon for an estimate of how many people visited the Public Works facility on a monthly basis? Mr. Sheldon replied that the facility did not get many visitors, but it often hosted other agencies for meetings. Councilor Garland expressed that a new Public Works facility would not only be more functional for Public Works staff, but it would also look nicer than the current building. He continued that it would be important to include why a new building was necessary in the city's messaging about the project. Mr. Dole provided an overview of the development site on page 4 of the presentation and explained that the site was comprised of two tax lots and included a contaminate containment cell to house the toxic materials. He stated that the site was 26.43 acres but only 9.35 acres was developable land. He reported that the site was zoned for Light Industrial, it was located in a flood plain, contained contaminated materials, and had significant topography. Mr. Dole reviewed the site design strategies and stated that they suggested consolidating the lots and balance, cut and fill the site through terracing by utilizing retaining walls. He explained that the design strategy included an upper yard that presented itself on Oregon Street and would include the administration building, staff and visitor parking, public sandbag area, and all of the required landscaping. The lower yard would include the warehouse building, fleet equipment parking, and bulk material storage. He continued that the administration building would be a two-story building and would help create a presence on Oregon Street and it would help to minimize the impacts to neighborhoods because the loud equipment would be held in the lower yard. Mayor Mays asked about the developable land to the north of the lower yard? Mr. Dole replied that he recommended saving that land for expansion for the yard. Mr. Dole commented that in 2019, they had discussed the idea of turning the area to the east of the upper yard into a green space with public access. Mayor Mays commented he did not believe that the regional stormwater facility would allow access to the wetlands. Mr. Sheldon added that earlier in the process the idea of adding a trail system into the area had been discussed. Mr. Dole provided an overview of the building plan for the new Public Works facility on page 6 of the presentation and explained that the administration building would be 24,845 square feet which included enough space for the 20 years of projected growth. He stated the warehouse would be 26,575 square feet. Council President Rosener asked Mr. Dole what the projected growth figure included? Mr. Dole replied that the projected growth included both projected departmental growth and projected demographic growth. Public Works Director Sheldon added that the figure included growth within the Community Services, Public Works, and space for Engineering and Broadband staff. Mr. Dole recapped the site summary and stated that the site would include 13 covered parking spaces, equipment storage, a decant facility, a fuel island, vehicle wash, material storage, chemical storage, and a backup generator. He continued that the site would also include 33 visitor parking spaces, 82 staff parking spaces, 68 fleet equipment parking spaces, and 5 indoor parking spaces. He stated that out of the 26.5 acres, 6.03 acres would be developed or 65% of the developable area. Mayor Mays asked how much it would cost to grade out the small area of land to the north at the same time? Public Works Director Sheldon replied that that option was currently under review. Mr. Dole addressed the field house and stated that the two programs were not compatible and explained that a field house would not fit on the new Public Works site unless the two programs were stacked. Councilor Scott commented that he did not wish to combine the field house with the new Public Works facility. Councilor Giles asked regarding the utilization of the field house? Mayor Mays replied that pre-COVID the facility was

heavily utilized. Councilor Scott asked Mr. Sheldon if sharing the new Public Works site with the field house was something he wanted? Mr. Sheldon replied that sharing the current space had been challenging. Council President Rosener commented that he was concerned that if they did not decide what to do with the field house, then the current Public Works facility land could not be redeveloped. Councilor Scott asked if the field house could be retained while the rest of the property was sold? Council President Rosener replied that he did not know and that they needed to review their options. Mr. Dole provided an overview of the new Public Works facility topography on page 7 of the presentation. He explained that once the site's requirements for the perimeter and location of the retaining walls had been established, they created the four site concept study options on page 8. Mayor Mays asked if Option A would be the most cost effective since it combined its core facilities? Mr. Dole replied that Option A would also allow for good staff circulation between the two buildings. Council President Rosener asked if the administration building would have a basement? Mr. Dole replied that from the street level, the administration building would be a two-story building, but there would also be a basement level below the street level which would make the building three stories. He explained that the estimate was based on the program since the square footages of all the options were the same. Councilor Scott asked Public Works Director Sheldon which option he liked best? Mr. Sheldon replied that he preferred Option A because it kept everyone together. Mr. Dole addressed the estimated project budget and stated that the total project cost came to \$24,023,675 plus the cost of the land. He outlined that the budget could be broken down into three categories: property purchase, construction costs, and soft costs. He explained that the cost to buy the land was yet to be determined. Council President Rosener commented that he believed that the land would be free if the city performed the site cleanup. Mr. Sheldon replied that he was not a part of those conversations in the beginning, but he understood that there had been some changes at the county, and the county was discussing putting some things up for auction. He referred to his email to Council and explained that the city needed a prospective purchase agreement with DEQ before the conversation about buying the property could be had. He continued that previous Community Development Director Julia Hajduk had been working with the county on this project. Council President Rosener explained that he believed that there were rules the county would have to follow and the county would maybe have to make the land available to the public. Mr. Sheldon commented that staff would get it sorted. He explained that the project budget estimate did not include Oregon Street Improvement projects or the stormwater quality facility costs, but he wanted Council to see the soft cost, the risk mitigation costs, and the construction costs and commented that he felt that the project had the potential for a large amount of risk that needed to be captured through contingency. Council President Rosener commented that for him, the urgency to start the project was pushed higher given the estimated budget and the current construction and inflation costs. Mr. Dole stated that because of market conditions and the fact that it was a brownfield site, he suggested getting the project team established early and to bring a contractor on board for pre-construction services. He recommended an additional \$1,658,100 for risk mitigation for a total project budget estimate of \$25,681,775. He explained that it was a conservative estimate, but he felt that it was a strong estimate when compared to the Oregon City and Wilsonville facilities. Councilor Giles asked how much cost the city would recover from the redevelopment of the existing Public Works facility land? Mayor Mays replied that it would depend on if the field house was kept. Mr. Sheldon replied that that was an entirely different discussion. Mr. Dole explained that they had used a concrete tilt-up building in their construction budget estimate because currently, their firm had a few projects in the late construction document phase that utilized a steel building instead, and the steel buildings were roughly \$900 per square foot. He explained that the current market had the potential to kill a lot of projects but what they were seeing in the public sector was that the projects were instead undergoing a revisioning. Mr. Sheldon reported that he had already been working with the Energy Trust of Oregon and explained that if Council wished to move the project to 30%, then both the Energy Trust of Oregon and PGE would be brought in on the project team. Mayor Mays asked how much money was noted for this project in the new Urban Renewal District? Public Works Director Sheldon replied that a little over

\$10 million was in the new Urban Renewal District for the project. Mayor Mays commented he wanted information on what a 30-40 year loan would look like for the URA portion of the project and an analysis of how much in SDCs would be eligible to be used for the project. Mr. Sheldon replied that the new Public Works facility was currently being programmed into the new SDC rates. Councilor Giles suggested speaking with the school district's Bond Oversight Committee to get their recommendations for finding funding. Mr. Sheldon recapped the next steps and explained that he wished to wrap up the feasibility study and update the estimated budget figures with the numbers from Wilsonville. Then in the next budget year, have the discussion of moving the project forward to 30%, get a prospective purchase agreement together for DEQ, and begin meeting with the county to begin discussions for purchasing the property.

C. Discuss City Attorney

Mayor Mays introduced Alan Rappleyea and explained that Mr. Rappleyea would serve as the acting City Attorney when City Attorney Josh Soper was on vacation at the end of June. Mr. Rappleyea commented he was excited to work with the city and explained he had worked as the Washington County Council's attorney for the past ten years and had recently retired. He provided an overview of his previous work history and stated he had previously worked as the city attorney for the City of Beaverton for eight years, he had also served as a Crook County council member, Prineville City Planning Director, and Crook County Planning Director. He stated that he had a good deal of experience in land use and had been practicing government law for nearly 30 years. Mayor Mays stated that City Attorney Josh Soper had recently accepted another job and Council wished to discuss the prospect of Mr. Rappleyea serving as interim City Attorney after Mr. Soper's departure if necessary. Mayor Mays recapped the city's history of legal services. Council discussed the pros and cons of hiring an in-house attorney versus having an attorney or firm on contract. Council reached the consensus to continue to have an on-staff attorney for the city. Mayor Mays stated he and Council President Rosener would meet with City Attorney Soper and City Manager Keith Campbell to discuss reaching out to recruiting firms to get quotes.

5. ADJOURNED:

Mayor Mays adjourned the work session at 6:55 pm.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Mays called the meeting to order at 7:03 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Doug Scott, and Taylor Giles. Councilor Sean Garland participated remotely. Councilor Renee Brouse was absent.
- 3. STAFF PRESENT:** City Manager Keith D. Campbell, IT Director Brad Crawford, Public Works Director Craig Sheldon, Planning Manager Erika Palmer, Senior Planner Joy Chang, Economic Development Manager Bruce Coleman, Community Services Director Kristen Switzer, Public Works Utility Manager Rich Sattler, City Engineer Bob Galati, Building Official Scott McKie, Finance Director David Bodway, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

MOTION: FROM COUNCILOR YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR SCOTT.

Prior to calling for a vote, Mayor Mays stated that Police Chief Ty Hanlon was unavailable and Item A under Presentations, Introduction of New Police Officer would need to be rescheduled for the June 21st City Council meeting. The motion was restated.

MOTION: FROM COUNCILOR YOUNG TO APPROVE THE AMENDED AGENDA. SECONDED BY COUNCILOR GILES. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BROUSE WAS ABSENT).

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of May 17, 2022 City Council Meeting Minutes**
- B. Approval of May 31, 2022 City Council Meeting Minutes**
- C. Resolution 2022-027 Appointing Jake Wenbourne to the Sherwood Planning Commission**
- D. Resolution 2022-028 Authorizing the City Manager to Sign a One-Year Extension to the On-Call Building Plan Review and Inspection Services Contract with Clair Company**

MOTION: FROM COUNCILOR YOUNG TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BROUSE WAS ABSENT).

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS:

Sherwood resident Dave Sweeney came forward to address Council regarding the preservation of trees on Redfern Drive. He asked Council to explore who would benefit from either destroying the trees or preserving the trees. He stated that if the trees were preserved, it would benefit the citizens and visitors of Sherwood. He argued that the city could require that the trees be retained under Municipal Code 16.142.070 which stated that trees on properties were subject to certain land use applications and specified that the purpose of that section was to minimize the cutting or destruction of trees and woodlands in the city. Mr. Sweeney cited Section D 4.3 of 16.142.070 which stated that certain trees merited retention based on their unusual size, size of the tree stand, historic association, habitat or wildlife preservation, or some combination determined by the city. He outlined that the developer did not address the size of the trees or the size of the tree stands in their application but did state that the site did not have historical associations. Mr. Sweeney remarked that that was not accurate and that based on his research, a tree was considered historic based on its age; and commented that most of the trees were over 100 years old, its size; and commented that most of the trees were higher than 100 feet. He stated that based on those findings, the city had the authority to require that the developer retain the trees and urged the city to act soon before it was too late. He asked Council to consider what was more important: the two houses that were slated for development or the preservation of historic trees.

Sherwood resident Neil Shannon came forward and stated that he felt that the city was doing a poor job of planning for parks based on the 5-year CIP (Capital Improvement Plan). He commented that he was looking forward to utilizing the Cedar Creek Trail and was excited for a potential dog park. He remarked that beyond those two items, he did not see any planning for future parks and commented that it appeared that the city developed parks based on how the developers subdivided the land. He commented that he had also spoken with the Parks and Recreation Advisory Board at their June 6th meeting and had encouraged them to be more proactive in choosing land to develop into parks instead of creating parks on land leftover from developers. He asked for Council to consider what could be done for future parks when discussing the CIP and budget.

Mayor Mays addressed the next agenda item.

7. PRESENTATIONS:

B. Proclamation, Proclaiming July 15-16, 2022 as Robin Hood Festival Weekend

Mayor Mays read the proclamation and said since 1954, the Sherwood Robin Hood Festival had been a long-standing tradition in the City of Sherwood and the Robin Hood Festival Committee was made up entirely of volunteers from the community who had willingly given countless hours to make it a memorable and successful event for the community. He proclaimed July 15-16, 2022 as Sherwood Robin Hood Festival Weekend and called upon citizens and the surrounding communities to participate fully in all of the festival ceremonies, activities, and events.

Mayor Mays addressed the next agenda item.

C. Recognition of Robin Hood Festival Maid Marian Court

Jessica Mulkey came forward and introduced the court members and provided a brief bio for each member. The Council presented Maid Marian Anna Philips and Court members, Raegan Falconer, Anja Lindgren, Isabella Jarvis, Arabella Caldwell, Emma LaBounty, and Aylin Thompson with certificates.

Mayor Mays addressed the next agenda item.

8. NEW BUSINESS:

A. Resolution 2022-029 Adopting the Capital Improvement Plan (CIP) for FY2022-23

Finance Director David Bodway explained that former Community Development Director Julia Hajduk had discussed this list with Council at the April 5th work session. He explained that many funding sources required a Capital Improvement Plan (CIP) to be adopted before funds could be spent and that having a plan was the precursor to the expenditure of system development charges and revenue from sources outside the City of Sherwood. He explained that the CIP was not a commitment nor did it obligate funds, but it was a vision of projects that combined input from Council, advisory committees, and staff into a single document. He recapped that an annual revision was required to adjust the plan for changing priorities, circumstances, and current economic environment. He stated that the financial impacts of the proposed resolution had been taken into account within the City Manager's proposed FY2022-23 budget. He recapped that if the budget process necessitated changes to the CIP, this item could be postponed, or an amendment could be made at

a later date. Mayor Mays recapped that the CIP had been reviewed by Council at several work sessions and asked for discussion or a motion from Council.

MOTION: FROM COUNCILOR YOUNG TO ADOPT RESOLUTION 2022-029 ADOPTING THE CAPITAL IMPROVEMENT PLAN (CIP) FOR FY2022-23. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BROUSE WAS ABSENT).

Mayor Mays addressed the next agenda item and the City Recorder read the public hearings statement for both public hearing items.

9. PUBLIC HEARING:

A. Ordinance 2022-004 Amending sections of the Sherwood Zoning and Community Development Code for New Housing Choices to comply with Oregon HB 2001 *(Continued Hearing)*

Senior Planner Joy Chang presented the “New Housing Choices” PowerPoint presentation (see record, Exhibit C) and explained that the proposed ordinance introduced new housing types, tri/quad plexes and cottage clusters, that would implement HB 2001 as well as created an allowance for the creation of fee-simple-lots through the condominium process. She recapped that this was the fourth hearing on the ordinance. She explained that City Attorney Josh Soper had completed his legal review of the proposed amendments and requested additional non-substantive edits where amendments did not change intent of the proposed language, the amended text made for clarity by eliminating ambiguity, and removed incorrect cross references. She recapped that based on the May 17th City Council work session, Council requested the following additional amendments: replace “Common Green” with “Common Courtyard” for consistency, eliminate the concept of “Shared Court,” clarify Townhome setbacks of 5-feet for exterior lot lines, clarify Lot Depth standards as a “minimum,” and Cottage Cluster accessory structures to be limited to 50 square feet with a maximum of one per unit. Ms. Chang reported that she had not received any additional testimony on the proposed ordinance. She outlined that due to the necessary emergency clause, which required a unanimous Council vote, staff recommended that the hearing be continued to the next City Council meeting. Mayor Mays explained that Councilor Brouse was absent and was unable to call-in to vote so Council could decide to hold a special meeting on June 13th at 5:45 pm prior to the Budget Committee meeting or Council could vote on the ordinance at the June 21st City Council meeting. He commented he recommended holding a special meeting to vote on the ordinance. Mayor Mays asked for public comment on the proposed ordinance. Hearing none Mayor Mays closed the public hearing and asked for discussion from Council. The following motion was stated.

MOTION: FROM COUNCIL PRESIDENT ROSENER TO CONTINUE THE DISCUSSION OF ORDINANCE 2022-004 AMENDING SECTIONS OF THE SHERWOOD ZONING AND COMMUNITY DEVELOPMENT CODE FOR NEW HOUSING CHOICES TO COMPLY WITH OREGON HB 2001 TO THE JUNE 13TH SPECIAL CITY COUNCIL MEETING AT 5:45 PM. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BROUSE WAS ABSENT).

Mayor Mays addressed the next agenda item.

B. Ordinance 2022-005 Amending sections of the Transportation System Plan for Housing Choices *(Second Hearing)*

Senior Planner Joy Chang presented the “Transportation System Plan Amendments” PowerPoint presentation (see record, Exhibit D) and stated that this was the second hearing on the proposed ordinance. She recapped that the proposed ordinance added a new public alley cross section detail and a revised standard for residential roadways. She provided an overview of the proposed public alley cross section and explained that it included a 21-foot ROW with a mountable curb, 16-foot pedestrian level light pole, and on-street parking would not be permitted. She provided an overview of the proposed new standard for residential roadways and explained that the existing 28-foot Residential Standard cross section only allowed for parking on one side of the street and staff proposed a 36-foot Residential Standard cross section that would allow for parking on both sides of the street, something desired by the Sherwood community. Ms. Chang reported that no additional public testimony had been received as of this meeting date. Mayor Mays opened the public hearing and asked for public comment on the proposed ordinance. Hearing none, Mayor Mays closed the public hearing and stated that further discussion on the proposed ordinance should be continued to the June 13th special City Council meeting at 5:45 pm. City Manager Keith Campbell commented that it was a good idea to vote on both ordinances at the special meeting so they could go into effect at the same time under the emergency clause. Mayor Mays asked for a motion from Council.

MOTION: FROM COUNCILOR YOUNG TO CONTINUE THE DISCUSSION OF ORDINANCE 2022-005 AMENDING SECTIONS OF THE TRANSPORTATION SYSTEM PLAN FOR HOUSING CHOICES TO JUNE 13TH SPECIAL CITY COUNCIL MEETING AT 5:45 PM. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR BROUSE WAS ABSENT).

Mayor Mays addressed the next agenda item.

10. CITY MANAGER REPORT:

Community Services Director Kristen Switzer reported that Music on the Green would run from July 6th-August 3rd. She reported Movies in the Park would run from August 12th-August 26th. She reported Crusin’ Sherwood was June 18th.

City Manager Keith Campbell reported that K9 Irma’s retirement party would be held on June 8th at the Police Department.

Mayor Mays addressed the next agenda item.

11. COUNCIL ANNOUNCEMENTS:

Councilor Scott reported he attended the Parks and Recreation Advisory Board meeting on June 6th where they heard an update on the Cedar Creek Trail project, festival plaza, and upgrades to Veterans’ Park.

Councilor Giles congratulated the graduating class of Sherwood High School. He encouraged residents to participate in the Library’s summer programs. He reported that the Cruisin’ Sherwood event was still seeking volunteers and encouraged residents to volunteer for the event.

Councilor Young reported she attended the Police Advisory Board meeting where they heard a presentation from Washington County District Attorney Kevin Barton and a report from Chief Hanlon on the Police Department’s most recent statistics for calls for service. She reported that she and Council President Rosener

had completed their work on the LOC's Finance and Taxation Committee where they forwarded their recommendations for the next legislative session to the LOC board.

Council President Rosener reported that the LOC's Finance and Taxation Committee had completed their work and forwarded their recommendations for the next legislative session to the LOC board. He reported the LOC's Broadband Committee had completed their work and forwarded their policy recommendations for the next legislative session to the LOC board. He stated he also served on the National League of Cities' Information and Technology Committee and reported he would attend their meeting on June 8th. He reported he would be volunteering at the Cruisin' Sherwood event.

Mayor Mays reported he attended various LOC advisory board and committee meetings. He congratulated the graduating class of Sherwood High School. He encouraged residents to volunteer their time this summer.

12. ADJOURN:

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

EXECUTIVE SESSION

- 1. CALL TO ORDER:** The executive session was called to order at 7:52 pm.
- 2. COUNCIL PRESENT:** Council President Tim Rosener, Councilors Kim Young, Doug Scott, Sean Garland, and Taylor Giles. Mayor Keith Mays and Councilor Renee Brouse were absent.
- 3. STAFF PRESENT:** City Manager Keith Campbell and IT Director Brad Crawford.
- 4. TOPICS**

A. ORS 192.660(2)(f) Exempt Public Records

5. ADJOURN:

The executive session was adjourned at 8:22 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
June 13, 2022

SPECIAL SESSION

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 5:45 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Doug Scott, Renee Brouse, and Taylor Giles. Councilor Sean Garland participated remotely.
3. **STAFF PRESENT:** City Manager Keith d. Campbell, Senior Planner Joy Chang, IT Director Brad Crawford and City Recorder Sylvia Murphy.
4. **APPROVAL OF AGENDA**

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

Mayor Mays stated there are two public hearings that had been continued and there were not any changes from the previous most recent hearings. The City Recorder read the public hearing statement.

5. PUBLIC HEARINGS

A. Ordinance 2022-004 Amending sections of the Sherwood Zoning and Community Development Code for New Housing Choices to comply with Oregon HB 2001

Joy Chang, Senior Planner came forward and stated she did not have an updated since the last hearing and she had not received any additional public comments. Mayor Mays opened the public hearing to receive testimony, no testimony was received, and he closed the public hearing. He confirmed with Ms. Chang that the ordinance indicated an Emergency Clause making it effective June 30, 2022. He asked for Council discussion. Councilor Scott commented this had been a work in progress for about two years with the planning commission and city council with several public hearings and work sessions. He stated it may not be perfect, but neither was the house bill and stated there is opportunity to make the code better. He applauded everyone that was involved in the process and urged passage of the ordinance. With no other Council comments, Mayor Mays asked for a motion.

MOTION: FROM COUNCILOR YOUNG TO READ CAPTION AND ADOPT ORDINANCE 2022-004 AMENDING SECTIONS OF THE SHERWOOD ZONING AND COMMUNITY DEVELOPMENT CODE

FOR NEW HOUSING CHOICES TO COMPLY WITH OREGON HB 2001. SECONDED BY COUNCILOR BROUSE. Mayor Mays added, and Declaring an Emergency making it effective June 30, 2022. MOTION PASSED 7:0. ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next ordinance.

B. Ordinance 2022-005 Amending sections of the Transportation System Plan for Housing Choices

Senior Planner Chang stated nothing has changed since the last public hearing and the ordinance also has an Emergency Clause with an effective date of June 30, 2022. Mayor Mays opened the public hearing, and no comments were received. He closed the public hearing and asked for Council discussion or a motion.

MOTION: FROM COUNCILOR YOUNG TO READ CAPTION AND ADOPT ORDINANCE 2022-005 AMENDING SECTIONS OF THE TRANSPORTATION SYSTEM PLAN FOR HOUSING CHOICES ON AN EMERGENCY BASIS, BEING EFFECTIVE JUNE 30, 2022. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0. ALL MEMBERS VOTED IN FAVOR.

6. ADJOURN:

Mayor Mays adjourned the meeting at 5:52 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-030, Reappointing David Scheirman to the Parks and Recreation Advisory Board

Issue:

Shall the City Council reappoint David Scheirman to the Parks and Recreation Advisory Board?

Background:

David Scheirman currently holds position #7 on the Parks and Recreation Advisory Board. His term expires in June 2022 and he is seeking reappointment.

Chair Brian Amer, Council Liaison Doug Scott, and Staff Liaison Kristen Switzer recommended to Mayor Mays that David Scheirman be reappointed to the Board to fill position #7 for a new term which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-030, reappointing David Scheirman to the Parks and Recreation Advisory Board.



RESOLUTION 2022-030

REAPPOINTING DAVID SCHEIRMAN TO THE PARKS AND RECREATION ADVISORY BOARD

WHEREAS, David Scheirman currently holds Position 7 on the Parks and Recreation Advisory Board; and

WHEREAS, his term expires on June 30, 2022 and he is seeking reappointment; and

WHEREAS, the Mayor has recommended to City Council that David Scheirman be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints David Scheirman to Position 7 of the Parks and Recreation Advisory Board for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-031, Reappointing Joy Kuczer to the Parks and Recreation Advisory Board

Issue:

Shall the City Council reappoint Joy Kuczer to the Parks and Recreation Advisory Board?

Background:

Joy Kuczer currently holds position #8 on the Parks and Recreation Advisory Board and her term expires in June 2022 and she is seeking reappointment.

Chair Brian Amer, Council Liaison Doug Scott, and Staff Liaison Kristen Switzer recommended to Mayor Mays that Joy Kuczer be reappointed to the Board to fill position #8 for a new term which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-031, Reappointing Joy Kuczer to the Parks and Recreation Advisory Board.



RESOLUTION 2022-031

REAPPOINTING JOY KUCZER TO THE PARKS AND RECREATION ADVISORY BOARD

WHEREAS, Joy Kuczer currently holds Position 8 on the Parks and Recreation Advisory Board; and

WHEREAS, her term expires on June 30, 2022 and she is seeking reappointment; and

WHEREAS, the Mayor has recommended to City Council that Joy Kuczer be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Joy Kuczer to Position 8 of the Parks and Recreation Advisory Board for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-032, Reappointing Rodney Lyster to the Parks and Recreation Advisory Board

Issue:

Shall the City Council reappoint Rodney Lyster to the Parks and Recreation Advisory Board?

Background:

Rodney Lyster currently holds position 2 on the Parks and Recreation Advisory Board and his term expires in June 2022 and he is seeking reappointment.

Chair Brian Amer, Council Liaison Doug Scott, and Staff Liaison Kristen Switzer recommended to Mayor Mays that Rodney Lyster be reappointed to the Board to fill position 2 for a new term which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-032, Reappointing Rodney Lyster to the Parks and Recreation Advisory Board.



RESOLUTION 2022-032

REAPPOINTING RODNEY LYSTER TO THE PARKS AND RECREATION ADVISORY BOARD

WHEREAS, Rodney Lyster currently holds Position 2 on the Parks and Recreation Advisory Board; and

WHEREAS, his term expires on June 30, 2022 and he is seeking reappointment; and

WHEREAS, the Mayor has recommended to City Council that Rodney Lyster be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Rodney Lyster to Position 2 of the Parks and Recreation Advisory Board for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Erika Palmer, Planning Manager
Through: Kristen Switzer, Community Services Director and Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-033, Reappointing Justin Kai to the Sherwood Planning Commission

Issue:

Should the Council reappoint Justin Kai to the Planning Commission?

Background:

Justin Kai currently holds position #4 on the Planning Commission. His term expires on June 30, 2022 and he is seeking reappointment. Justin Kai was appointed to the Planning Commission via Resolution 2017-004 and reappointed via Resolution 2018-027.

The review team of Planning Manager Erika Palmer, Planning Commission Chair Jean Simson, and Council Liaison to the Commission Taylor Giles all recommend reappointing Justin Kai to fulfill position #4, for a new term expiring in June 2025. Mayor Keith Mays has recommended this reappointment to Council. In accordance with Council Rules, all such appointments are subject to the approval of the City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2022-033, reappointing Justin Kai to the Sherwood Planning Commission.



RESOLUTION 2022-033

REAPPOINTING JUSTIN KAI TO THE SHERWOOD PLANNING COMMISSION

WHEREAS, Justin Kia currently holds Position 4 on the Sherwood Planning Commission; and

WHEREAS, Commissioner Kai's term expires June 30, 2022 and seeks reappointment; and

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

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

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

Section 1. The Sherwood City Council hereby reappoints Justin Kai to Position 4 of the Sherwood Planning Commission for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-034, Reappointing Brian Dorsey to the Police Advisory Board

Issue:

Shall the City Council reappoint Brian Dorsey to the Police Advisory Board?

Background:

Brian Dorsey holds position #9 on the Police Advisory Board and his term expires in June 2022 and he is seeking reappointment. Brian Dorsey is the current chair of the Police Advisory Board.

Council Liaison Kim Young, and Staff Liaison Ty Hanlon recommended to Mayor Mays that Brian Dorsey be reappointed to the Board to fill position #9 which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-034, Reappointing Brian Dorsey to the Police Advisory Board.



RESOLUTION 2022-034

REAPPOINTING BRIAN DORSEY TO THE POLICE ADVISORY BOARD

WHEREAS, a vacancy exists within Position 9 on the Police Advisory Board; and

WHEREAS, Brian Dorsey's term expires on June 30, 2022 and he has requested reappointment; and

WHEREAS, the Mayor has recommended to City Council that Brian Dorsey be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Brian Dorsey to Position 9 of the Police Advisory Board for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-035, Reappointing Chris West to the Police Advisory Board

Issue:

Shall the City Council reappoint Chris West to the Police Advisory Board?

Background:

Christ West holds position #6 on the Police Advisory Board and his term expires in June 2022 and he is seeking reappointment.

Chair Brian Dorsey, Council Liaison Kim Young, and Staff Liaison Ty Hanlon recommended to Mayor Mays that Chris West be reappointed to the Board to fill position #6 which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-035, reappointing Chris West to the Police Advisory Board.



RESOLUTION 2022-035

REAPPOINTING CHRIS WEST TO THE POLICE ADVISORY BOARD

WHEREAS, a vacancy exists within Position 6 on the Police Advisory Board; and

WHEREAS, Chris West's term expires on June 30, 2022 and he has requested reappointment; and

WHEREAS, the Mayor has recommended to City Council that Chris West be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Chris West to Position 6 of the Police Advisory Board for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-036, Reappointing Mike Smith to the Police Advisory Board

Issue:

Shall the City Council reappoint Mike Smith to the Police Advisory Board?

Background:

Mike Smith holds position #8 on the Police Advisory Board and his term expires in June 2022 and he is seeking reappointment.

Chair Brian Dorsey, Council Liaison Kim Young, and Staff Liaison Ty Hanlon recommended to Mayor Mays that Mike Smith be reappointed to the Board to fill position #8 which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-036, reappointing Mike Smith to the Police Advisory Board.



RESOLUTION 2022-036

REAPPOINTING MIKE SMITH TO THE POLICE ADVISORY BOARD

WHEREAS, a vacancy exists within Position 8 on the Police Advisory Board; and

WHEREAS, Mike Smith's term expires on June 30, 2022 and he has requested reappointment; and

WHEREAS, the Mayor has recommended to City Council that Mike Smith be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Mike Smith to Position 8 of the Police Advisory Board for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-037, Reappointing Lisa Patterson to the Traffic Safety Committee

Issue:

Shall the City Council reappoint Lisa Patterson to the Traffic Safety Committee?

Background:

Lisa Patterson holds position #2 on the Traffic Safety Committee and her term expires in June 2022 and she is seeking reappointment.

Chair Jason Wuertz, Council Liaison Kim Young, and Staff Liaison Jon Carlson recommended to Mayor Mays that Lisa Patterson be reappointed to the Board to fill position #2 which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-037, reappointing Lisa Patterson to the Traffic Safety Committee.



RESOLUTION 2022-037

REAPPOINTING LISA PATTERSON TO THE TRAFFIC SAFETY COMMITTEE

WHEREAS, a vacancy exists within Position 2 on the Traffic Safety Committee; and

WHEREAS, Lisa Patterson's term expires on June 30, 2022 and she has requested reappointment; and

WHEREAS, the Mayor has recommended to City Council that Lisa Patterson be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Lisa Patterson to Position 2 of the Traffic Safety Committee for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-038, Reappointing Tiffany Yandt to the Traffic Safety Committee

Issue:

Shall the City Council reappoint Tiffany Yandt to the Traffic Safety Committee?

Background:

Tiffany Yandt holds position #5 on the Traffic Safety Committee and her term expires in June 2022 and she is seeking reappointment.

Chair Jason Wuertz, Council Liaison Kim Young, and Staff Liaison Jon Carlson recommended to Mayor Mays that Tiffany Yandt be reappointed to the Board to fill position #5 which expires in June 2025. The Mayor has recommended this reappointment to City Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Note: Position numbers were established with the adoption of Resolution 2019-066 for the purpose of managing terms.

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 2022-038, reappointing Tiffany Yandt to the Traffic Safety Committee.



RESOLUTION 2022-038

REAPPOINTING TIFFANY YANDT TO THE TRAFFIC SAFETY COMMITTEE

WHEREAS, a vacancy exists within Position 5 on the Traffic Safety Committee; and

WHEREAS, Tiffany Yandt's term expires on June 30, 2022 and she has requested reappointment; and

WHEREAS, the Mayor has recommended to City Council that Tiffany Yandt be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Tiffany Yandt to Position 5 of the Traffic Safety Committee for a term expiring at the end of June 2025.

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

Duly passed by the City Council this 21st day of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Brad Crawford, IT Director

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

SUBJECT: Resolution 2022-039, Authorizing the City Manager to Sign an IGA with Clackamas County for Sharing of Conduit and Cost Reimbursement

Issue:

Shall the City Council authorize the City Manager to sign an IGA with Clackamas County for sharing conduit near Interstate 5 and Sagert Street in Tualatin?

Background:

In 2020, a joint project was developed by a few local fiber providers to construct conduit along Sagert Street and under Interstate 5 in Tualatin. One of those providers reached out to the City of Sherwood to see if we'd be interested in a conduit along this same path. Since Sherwood has fiber in this area and knowing how complex and costly it is to cross major highways and interstates the city agreed to participate in this project.

As this project was being developed staff reached out to Clackamas County to see if they would be interested in jointly sharing the conduit and associated cost that Sherwood was having installed. Clackamas County has their fiber network near this area and our two entities have shared assets in the past through other IGAs. Clackamas County agreed to share the conduit and costs and this IGA is to formalize that agreement.

Financial Impacts:

The cost to the City of Sherwood to construct this conduit system was \$46,120.22 and Clackamas County has agreed to pay \$23,060.11 for their portion of this shared asset. The city's cost to install this conduit equated to roughly \$10 per foot, or \$5 per foot after you account for Clackamas's contribution to this project.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2022-039, authorizing the City Manager to sign an IGA with Clackamas County for Sharing of Conduit and Cost Reimbursement.



RESOLUTION 2022-039

AUTHORIZING THE CITY MANAGER TO SIGN AN IGA WITH CLACKAMAS COUNTY FOR SHARING OF CONDUIT AND COST REIMBURSEMENT

WHEREAS, the City of Sherwood along with other fiber providers jointly constructed a conduit system under Interstate 5 and along Sagert Street in Tualatin; and

WHEREAS, the City of Sherwood and Clackamas County agreed to share the cost of Sherwood's portion of that construction; and

WHEREAS, Clackamas County agreed to pay the City of Sherwood \$23,060.11 for its share of this conduit system.

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

Section 1. The City Manager is hereby authorized to execute an Intergovernmental Agreement with Clackamas County in a form substantially similar to the attached Exhibit A.

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

Duly passed by the City Council this 21st of June, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT REGARDING
SHARING DATA NETWORK RESOURCES
BETWEEN THE CITY OF SHERWOOD AND CLACKAMAS COUNTY

This Intergovernmental Agreement Regarding Sharing Data Network Resources (this "Agreement") is entered into by and between the City of Sherwood, a municipal corporation of the State of Oregon (the "City"), and Clackamas County, a political subdivision of the State of Oregon (the "County") (collectively, the "Parties"), pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, the City and the County have found many areas of mutual benefit in sharing data network resources; and

WHEREAS, intergovernmental cooperation between the City and County in data transport and the provision of access to fiber resources benefit the citizens and taxpayers of the City and County; and WHEREAS, the Parties desire to formalize this practice of cooperation through an Intergovernmental Agreement;

NOW, THEREFORE, the City and County agree as follows:

AGREEMENT

ARTICLE 1

Ownership and Use Rights.

- 1.1. City presently owns conduit and vaults along SW Sagert St from SW Martinazzi Ave to SW 65th Ave as generally described and depicted in Exhibit A-1, consisting of approximately 4,260 feet of 1 ¼" HDPE conduit and seven (7) 2x3 vaults with mule tape pulled in all conduit (collectively the "Conduit"). In consideration for payment by County to City in the amount of \$23,060.11, City grants County an irrevocable, indefeasable, and exclusive right of use (IRU) to use 50% of the Conduit, at no additional cost, subject to the terms of this Agreement.
- 1.2. County may use the Conduit for the following purposes: County may place fiber cable in its 50% share of the conduit.
- 1.3. County and City may, from time to time, agree to install shared fiber and infrastructure into the Conduit. Any agreement regarding shared fiber and infrastructure to be installed into the Conduit must be in writing and on terms and conditions acceptable to both parties. The parties agree to negotiate, in good faith, regarding future placement of shared fiber and infrastructure into the Conduit. In the event either party desires to install individually owned or leased fiber or infrastructure into the Conduit, that party will provide written notice thereof to the other party as far in advance as is reasonably practicable, but in any event no less than thirty (30) calendar days prior to installation, in order to allow the parties the opportunity to coordinate work involving the Conduit.
- 1.4. Control of Network. City and County shall each have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, regrooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of their respective fiber strands located in the Conduit.

City and County shall not control the other's fiber strands nor be responsible for any of the above for the other party. For purposes of this section and determining control of the fiber strands, the fiber strands a party has use of under this Agreement shall be considered to be that Party's fiber strands.

- 1.5. No Electronics. The Parties acknowledge and agree that they are responsible for their own optronics, electronics, optical and electrical equipment, and other similar facilities. Neither Party is responsible for performing any work other than as specified in this Agreement.

ARTICLE 3 Term, Amendment, and Assignment

3.1 The term of this Agreement (the "Term") shall be in perpetuity upon signatures by both parties.

3.2 Except as otherwise provided herein, any amendment of this Agreement, or parts thereof, requires the written consent of the governing bodies of both Parties.

3.3 Either party may terminate this Agreement under any of the following circumstances:

- 3.3.1 In the event of a breach of this Agreement by the other party. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the other party has not entirely cured the breach within thirty (30) calendar days of the notice, then the party giving the notice may terminate this Agreement at any time thereafter by giving a written notice of termination.
- 3.3.2 The party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to perform under this Agreement.
- 3.3.3 Federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited.
- 3.3.4 For convenience after providing the non-terminating party one hundred and eighty (180) days' written notice.

3.4 The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the parties prior to termination. Each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

3.5 Either party may transfer, convey, or assign its rights and responsibilities under this Agreement to a third party with the consent of the other party, which shall not be unreasonably withheld, and provided that the third party executes an agreement covenanting and agreeing that it will fully perform, without change or additional costs, the responsibilities of the party transferring, conveying, or assigning its rights and responsibilities. Provided, however, that prior to transfer, conveyance, or assignment of rights and responsibilities under this Agreement by either party to a third party, the other party shall have the opportunity to obtain said rights and responsibilities on the same terms and conditions as the third party, or for the actual costs incurred under this Agreement by the party seeking to transfer, convey, or assign its rights and responsibilities, whichever is less.

3.6 If any part of the Agreement is invalidated by court of competent jurisdiction, all remaining parts of the Agreement shall be severed from the invalid parts and shall remain in full force and effect.

ARTICLE 4
Maintenance and Work on the Fiber and Infrastructure

- 4.1 The City will be responsible for performance of maintenance of the Conduit if the Conduit is damaged, or it requires relocation or replacement.
- 4.2 Subject to availability of funds, City and County will equally share the cost of maintenance, relocation, and replacement of the Conduit.
- 4.3 Maintenance, relocation, and replacement of any shared fiber or infrastructure in the Conduit will be subject to the terms and conditions of any future agreement regarding said fiber and infrastructure.
- 4.4 Each party will be responsible for maintenance of the fiber and infrastructure individually owned or leased by that party and installed in the Conduit if such fiber or infrastructure is damaged, or it requires relocation or replacement.
- 4.5 Maintenance, repairs, and relocation will be done in a timely fashion in accordance with industry standards. Downtime is to be limited as much as practical and in accordance with communication industry practice.

ARTICLE 5
Underlying Rights

- 5.1 Underlying Rights. Each party has obtained certain rights of way and building access rights for construction and operation of their respective City network and County network (the "Underlying Rights"). This Agreement is subject to the terms and limitations of the Underlying Rights, and subject to the terms under which the right of way and other property interests are owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. Nothing herein shall be construed as to be a representation, warranty or covenant of either party's right, title or interest with respect to the right of ways or the Underlying Rights, all of which are disclaimed.
- 5.2 County's Obligations. County agrees to use the fiber and infrastructure installed in the Conduit only in a manner consistent with the Underlying Rights and all applicable laws, and agrees that its rights shall in all respects be subject to the terms and conditions of the Underlying Rights. County agrees not to cause or allow to be caused any default under the Underlying Rights.
- 5.3 City's Obligations. The City agrees to use the fiber and infrastructure installed in the Conduit, and to otherwise maintain and use the Conduit, only in a manner consistent with the Underlying Rights and all applicable laws, and agrees that its rights shall in all respects be subject to the terms and conditions of the Underlying Rights. The City agrees not to cause or allow to be caused any default under the Underlying Rights.

ARTICLE 6
Use of the Fibers

6.1 County and City each shall not use any fiber and infrastructure installed in the Conduit in a way that interferes in any way with or adversely affects the use of the fibers or infrastructure of any other person using the City network or the County network. The Parties acknowledge that the City network and the County network may include other participants, including City or the County and other owners and users of telecommunication systems.

ARTICLE 7
Notices

7.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by personal delivery (including by means of a professional messenger service or overnight mail) addressed as follows:
All notices shall be given to City at:

City of Sherwood
22560 SW Pine Street
Sherwood, Oregon 97140
Attention: Brad Crawford

All notices shall be given to County at:

Clackamas County
Chief Information Officer
121 Library Court
Oregon City, OR 97045

With a copy to

Clackamas County
Broadband Program Manager
121 Library Court
Oregon City, OR 97045

In addition, the Parties may provide notice of the availability or interruption of the services or a planned maintenance, by electronic delivery to the following e-mail addresses:

Electronic Notice address for County: ddexter@clackamas.us;
Electronic Notice address for City: crawfordb@sherwoodoregon.gov

In the case of an emergency, either Party may notify the other Party either through the e-mail addresses set forth above, or at the following telephone numbers:

Telephone Number for County: 503 742-4219 24/7 call service and
Telephone Number for City: (503) 625-4203

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

ARTICLE 8 Indemnification

8.1 Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees, from and against all third party costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County, or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control, in performing under this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees, from and against all third party costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City, or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control, in performing under this Agreement.

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

ARTICLE 9 Miscellaneous Provisions

- 9.1 Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the either party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 9.2 Compliance with Applicable Law. Both parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- 9.3 Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not

be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.

- 9.4 Access to Records. Both parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Both parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each party shall permit the other party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- 9.5 Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- 9.6 Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- 9.7 Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties on the matter described herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- 9.8 Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 9.9 Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship

9.10 No Third-Party Beneficiary. City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

9.11 Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

9.12 Survival. All provisions in Sections 9.1, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.12, 9.14, and 9.16 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

9.13 Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

9.14 Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

9.15 Force Majeure. Neither City nor County shall be held responsible for delay or default caused by events outside of the reasonable control of City or County including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

9.16 No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS WHEREOF, the Parties hereto agree to the foregoing:

CITY OF SHERWOOD _____ By: _____ As Its: _____ _____ Date: _____	CLACKAMAS COUNTY _____ By: _____ As Its: Chair, Board of Commissioners _____ Date: _____
--	--