



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, August 3, 2021

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

6:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

URA Board of Directors Meeting
(Following the Regular City Council Meeting)

City Council Executive Session
(ORS 192.660(2)(a), Employment of Public Officers)
Following the URA Board of Directors Meeting)

AMENDED AGENDA



6:30 PM WORK SESSION

1. **Festival Plaza**
(Kristen Switzer, City Manager Pro Tem)

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 July 19, 2021 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- B. **Approval of July 20, 2021 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- C. **Resolution 2021-064 Authorizing the City Manager Pro Tem to Sign an Intergovernmental Agreement with Washington County for Design and Construction of Utility Relocation Needs Associated with the Tualatin Sherwood Road Widening Project**
(Craig Sheldon, Public Works Director)
- D. **Resolution 2021-065 Appointing Marianne Bickett to the Sherwood Cultural Arts Commission**
(Chanda Hall, Center for the Arts Manager)
- E. **Resolution 2021-066 Naming the east-west collection in the Tonquin Employment Area "Ice Age Drive"** (Julia Hajduk, Community Development Director)
- F. **Resolution 2021-067 Authorizing the City Manager Pro-Tem to sign an intergovernmental agreement with Oregon Department of Transportation for traffic patrol and law enforcement for work zones** (Ty Hanlon, Police Captain)
- G. **Resolution 2021-068 Approving the Sherwood Public Art Plan**
(Chanda Hall, Center for the Arts Manager)
- H. **Resolution 2021-069 Approving the Sherwood Murals Plan**
(Chanda Hall, Center for the Arts Manager)
- I. **Resolution 2021-070 Approving a Community Enhancement Grant-funded Mural at Symposium** (Chanda Hall, Center for the Arts Manager)
- J. **Resolution 2021-071 Amending the Employment Agreement with the City Attorney Extending the Contract Duration and Providing an Increase in Compensation "Amendment #7"**
(Christina Jones, Human Resources Manager)

AGENDA

SHERWOOD CITY COUNCIL August 3, 2021

6:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

**URA Board of Directors Meeting
(following the City Regular)**

City Council Executive Session
(ORS 192.660(2)(a), Employment of Public Officers) (Following the URA Board Meeting)

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

AMENDED AGENDA

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 by 5:00 pm on the scheduled meeting date. 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)
- B. Recognition of Sherwood High School Students (Mayor Mays)

8. PUBLIC HEARINGS

- A. Ordinance 2021-007, Vacating City right-of-way located along the east side of SW Park Row Avenue and south to SW Willamette Street (Second Hearing) (Bob Galati, City Engineer)

9. CITY MANAGER REPORT

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN to URA Board of Directors Meeting

12. RECONVENE CITY COUNCIL MEETING - EXECUTIVE SESSION

- A. ORS 192.660(2)(a), Employment of Public Officers

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
July 19, 2021

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Mays called the executive session to order at 6:02 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 Pro Tem Kristen Switzer, IT Director Brad Crawford, and consultant Lynn Barboza.
4. **TOPICS**
 - A. **ORS 192.660(2)(a) Employment of Public Officers.**
5. **ADJOURNED**

Mayor Mays adjourned the executive session at 7:02 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

July 20, 2021

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the work session to order at 6:02 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Renee Brouse, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Pro Tem Kristen Switzer, City Attorney Josh Soper, Systems Administrator Mark Swanson, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Finance Director David Bodway, Police Chief Jeff Groth, Senior Planner Joy Chang, Planning Manager Erika Palmer, Center for the Arts Manager Chanda Hall, City Engineer Bob Galati, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Planning Commission Chair Jean Simson.

4. TOPICS

A. Residential Design Standards Code Update

Community Development Director Julia Hajduk presented the "Residential Design and New Housing Choices" PowerPoint presentation (see record, Exhibit A) and explained that the presentation was tied to HB 2001 and the mandates that the City will have to comply with later this year. She reported that the city had received a Technical Assistance Grant through the Department of Land Conservation and Development, and used the funds to hire Otak as the consultants on the project. She explained that they hired Otak to ensure that the design standards they developed now, would not have to be changed after HB 2001 went into effect. She provided an overview of the previous and future public engagement activities dates on page 2 of the presentation and reported that the code update would go to the Planning Commission in August and September and Council in November. Ms. Hajduk recapped that Residential Design Standards ensured that housing designs maintained the context, scale, and compatibility with the Sherwood community. She reported that they were proposing a two-phase implementation with the first phase including the development of Residential Design Standards for all housing types, including middle housing, to be adopted in 2021. The second phase was to develop Residential Land Use Development Standards for middle housing to be adopted in 2022. She reiterated that this was not implementing HB 2001, but it would be informed by HB 2001. Councilor Garland asked if Sherwood had any housing design standards? Senior Planner Joy Chang replied that Sherwood had design standards for Old Town. Ms. Hajduk added that Sherwood also had multi-family design standards, commercial design standards, and

industrial design standards, but nothing to regulate the design of the structure for residential. She commented that they were hoping to have Phase I completed by November 2021 to allow for refinement before HB 2001 was implemented. She explained that the blue code language in the packet was for Residential Design Standards, and was what was being discussed at this meeting, and orange code language was to comply with HB 2001.

Senior Planner Joy Chang explained that Phase I of the Residential Design would apply to all residential development, which included single family, attached, multi-family, plexes, and cottage clusters. The first phase would create a clear and objective review process, including a Residential Design Review Checklist, as well as discretionary residential design review tracks (Type I-IV) and would be reviewed by the Planning Commission. Councilor Scott asked if the City was required to allow discretionary review tracks? Ms. Hajduk replied that by law, discretionary review tracks were not required. She added that this was a pilot program and they wanted to see how many people would need to go through the discretionary review track process in order to determine its efficacy. Councilor Scott put forward the idea of being more restrictive going into the process and then loosening up the restrictions if necessary. Ms. Hajduk replied that currently, there were no Residential Design Standards, and the future standards would apply to new development and existing development that wanted to complete a remodel. She explained that this was their way of easing people into the concept of standards, after which Council could determine if it was a good process. Senior Planner Chang reported that the City could not treat new middle housing any differently than existing residential single family homes. Mayor Mays asked if the standards would apply to a large apartment complex being constructed in a high density zoning area? Planning Manager Erika Palmer replied that Residential Design Standards would not apply because the City already had its commercial matrix within the Site Planning chapter. Councilor Scott asked if HB 2001 allowed for different design standards for apartments than the other housing types? Ms. Hajduk replied that as she understood it, HB 2001 applied to anything that allowed single family development, and high density residential did not allow single family development, and it therefore would not apply. Councilor Scott commented that the City could instead leave the apartment multi-family out entirely because the city already had existing code. Council President Rosener asked if minimum lot sizes applied when treating the different types, such as townhomes, duplexes, and triplexes? He provided an example that a cottage cluster in a very low density residential would have a different minimum lot size than a medium density residential. Staff confirmed that was correct. Ms. Hajduk replied that this discussion was only to discuss what the units would look like, such as the setbacks, not how many units there were. Ms. Chang provided an overview of the Residential Design Standards on page 6 of the presentation. She explained that there were three required standards: windows or entrance doors (15%), entry location and orientation, and garages and off-street parking areas, plus five additional Detailed Design consisting of one Design Standard from each subsection (window elements, porches, entries and other offsets, and roof elements) and two additional Detailed Design. Ms. Hajduk clarified that these standards were created with input from the Planning Commission. Planning Commission Chair Simson clarified that because the Residential Design Standards went through a consultant, and the consultant wanted to do a single draft of the design standards, the Planning Commission had not yet seen the language presented in this packet. She explained that the language that was presented to the Planning Commission was several iterations ago and the Planning Commission had worked off an Excel spreadsheet of track changes and they had put forward some proposed changes. Senior Planner Chang said that was correct and stated the Planning Commission would see the document at their next meeting and added that the standards had been built based on the comments the Planning Commission had provided earlier in the process. Ms. Chang provided an overview of the Minimum Landscape Requirement on page 7 of the presentation. Ms. Hajduk explained that landscaping standards were made to ensure that there was not a “sea of driveways” and

properties would have required landscaping. Councilor Scott asked how the percentages were arrived at. Planning Manager Palmer replied that the percentages were based on information provided from the consultants as well as a comparison to other jurisdictions. Mayor Mays commented he did not like the percentages and stated the front and rear of the property should be treated separately. Discussion occurred. Councilor Griffin asked if the City had any stipulations on what constituted landscaping? Community Development Director Hajduk replied that the City could add a Maximum Pervious Area/Minimum Impervious Area. Discussion occurred. Councilor Griffin asked if the landscaping standards would only apply to new developments? Ms. Hajduk replied that it was up to Council to decide if the landscaping standards would only apply to new development or property owners who want to make changes to their lot. Senior Planner Chang provided an overview of Residential Design Standards for windows on page 8 of the presentation and stated the 15% requirement was consistent with neighboring cities. Councilor Scott commented he felt that 15% was too low. Planning Commission Chair Simson commented that the example shown on page 9 of the presentation could give people the wrong impression about what 15% window coverage looked like, as the picture was likely in the 30% range instead. They reviewed the example of a house with 15% window coverage on page 10 of the presentation and discussion occurred. They reviewed the example of a house that met all the criteria on page 21 of the presentation. Mayor Mays interjected that that example was not a good example because that type of house was older, and the example was misleading in multiple ways. Discussion occurred. Ms. Hajduk recapped the discussion and stated that she heard that there was a need for them to make it clear how the window percentage was calculated, after that they can look into changing the window coverage percentages. Senior Planner Chang provided an overview of the Residential Design Standards for Entry Location and Orientation on page 11. Ms. Hajduk added that these standards would help prevent "snout houses." Ms. Chang provided an overview of the Residential Design Standards for Garages and Off-Street Parking. Mayor Mays stated he did not like the proposed standards for garages and off-street parking areas. He commented he felt it was important to design/require two different sized garages, a single and a double. He stated this would allow the City to implement minimum garage dimensions, both internal and external, that would allow garages to function as car storage, and commented that the Planning Commission could determine what those dimensions should be. Council President Rosener commented that if Metro was going to require cities to count garages as parking spots, garages needed to function as a parking spot. Discussion occurred. Councilor Brouse asked for clarification as to why the City needed to put parameters on Residential Design Standards? Councilor Griffin replied that it was because Sherwood currently did not have any Residential Design Standards. Councilor Scott explained that the standards did not dictate that a house had to have a garage, but if it did have a garage, the garage had to meet certain standards. Discussion regarding Metro's parking requirements occurred. Senior Planner Chang provided an overview of the Residential Design Standards for Detailed Designs on page 14. Mayor Mays asked if the Planning Commission had discussed required elements on sides or rears? Ms. Chang replied that it had been discussed and it was decided that at this point in time, it was defined as "anything being seen from the street." Mayor Mays asked if there were any provisions that allowed for alleys or were alleys counted as a street? He asked that the Planning Commission address alleys. Discussion regarding housing variety occurred. Ms. Chang reviewed the additional requirements for Detailed Design Standards on page 15. Discussion regarding the requirements occurred. Councilor Scott commented he felt that Item D should be required, not optional. Discussion regarding siding materials occurred. Senior Planner Chang commented that they would have prohibited building materials such as aluminum, vinyl, and T1-11. Council asked that the Planning Commission review Item D. Ms. Chang provided an overview of Residential Design Standards examples on pages 17-22 of the presentation. Discussion regarding the Residential Design Standards examples occurred. Mayor Mays asked for staff to find more accurate Residential Design Standards examples to utilize before the open

house. Planning Commission Chair Simson asked staff not to use houses within Sherwood as Residential Design Standards examples. Mayor Mays commented he wanted to remove setback exceptions from the code, particularly side-yard setback variances. Councilor Scott asked if setbacks were within the scope of the Residential Design Standards? Mayor Mays commented that they were reviewing and editing multiple sections. Ms. Hajduk commented changing setback variances was not currently being proposed, but it had been requested by the Mayor at this meeting. Discussion regarding the scope of Residential Design Standards occurred. Mayor Mays asked for a provision to allow City Council to call up a decision by a hearings officer, Planning Commission, etc., if there was enough concern to review it. City Attorney Josh Soper added that it would be important to add parameters regarding what Council would/would not review. Discussion occurred. Council President Rosener asked that the language in the section addressing the minimum lot areas for townhomes be reviewed to ensure the requirements are clear. Councilor Scott asked that Planning Commission review the entire townhome lot size zoning section. Mayor Mays asked for the Planning Commission to review the percentage of a lot that could be built on. Planning Commission Chair Simson asked if Council was receptive to the TSP and road width requirements in developments? Mayor Mays replied that the road standards needed to be reviewed as a part of the TSP. Discussion regarding road widths and density occurred. Senior Planner Chang recapped next steps and reported that Residential Design Phase I would be heard by the Planning Commission on August 24th and September 14th, and City Council on November 2nd and 16th.

5. ADJOURN:

Mayor Mays adjourned the work session at 7:10 pm and convened a regular session.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Mays called the meeting to order at 7:17 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Sean Garland, Renee Brouse, and Russell Griffin. Councilor Doug Scott was absent.
- 3. STAFF PRESENT:** City Manager Pro Tem Kristen Switzer, City Attorney Josh Soper, Systems Administrator Mark Swanson, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Finance Director David Bodway, Police Chief Jeff Groth, Senior Planner Joy Chang, Planning Manager Erika Palmer, Center for the Arts Manager Chanda Hall, City Engineer Bob Galati, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

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

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of June 15, 2021 City Council Meeting Minutes
- B. Approval of June 21, 2021 City Council Meeting Minutes
- C. Approval of June 22, 2021 City Council Meeting Minutes
- D. Resolution 2021-056, Reappointing Randy Mifflin to the Sherwood Library Advisory Board
- E. Resolution 2021-057, Approving Hiring in Certain Positions by the City Manager Pro Tem
- F. Resolution 2021-058, Appointing David Scheirman to the Parks and Recreation Advisory Board
- G. Resolution 2021-059, Reappointing Steve Munsterman to the Parks and Recreation Advisory Board
- H. Resolution 2021-060, Appointing Gena Fuaga to the Sherwood Cultural Arts Commission
- I. Resolution 2021-061, Appointing Katie Gurney-Kearsley to the Sherwood Cultural Arts Commission
- J. Resolution 2021-062, Authorizing the City Manager Pro Tem to Sign an Amendment to the Construction Excise Tax Collection Intergovernmental Agreement
- K. Resolution 2021-063, Authorizing the City Manager Pro Tem to sign Right-Of-Way and Public Utility Easement Donation Agreement and Dedication Deeds to the benefit of Washington County for the Construction of the SW Roy Rogers Road Improvements

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

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS:

Neil Shannon provided comments regarding the Brookman Road subdivision developments and commented that he was concerned about future connectivity issues to Old Town and schools that future residents of the Brookman Road area may face. He commented that due to the railroad tracks, there were few options for automotive traffic and warned that if nothing was done, the railroad tracks would become the default pedestrian access to downtown Sherwood. He stated that the City had the opportunity to make a pedestrian connection between Brookman Road and Redfern Drive that would allow pedestrian access to Archer Glenn Elementary. Mr. Shannon put forward that a pedestrian crossing should be constructed to connect the east and west sides of Cedar Creek and asked that Council consider adding a pedestrian crossing at Cedar Creek and Redfern Drive as a future Capital Improvement Project.

Corey Kearsley, Sherwood Chamber of Commerce Executive Director, came forward and thanked Council for their hard work and time they volunteered serving the community.

7. PRESENTATIONS:

A. Recognition of Eagle Scout Award Recipient

Mayor Mays recognized Lewis Johnson for his achievement of attaining the rank of Eagle Scout.

B. Recognition of 2021 Robin Hood Festival Maid Marian Court

Kristine Mulkey came forward and introduced the court members and provided a brief bio for each member.

Maid Marian, Anna Phillips. Senior Court members, Madeline Green, Anja Lindgren, and Keeley McCaulley. Junior Court members, Elsa Crow, Carys Leonard, Lexi Lumley, and Adelynn Wagner. The Council presented the Court members with certificates.

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

8. PUBLIC HEARINGS:

A. Ordinance 2021-007, Vacating City right-of-way located along the east side of SW Park Row Avenue and south to SW Willamette Street

City Engineer Bob Galati explained that the vacation request was submitted by the property owner who lived adjacent to the Park Row right-of-way. He recapped that because the request was a private citizen request, the notifications and public posting requirements were more stringent and reported that all of the required notifications and public postings had been completed according to State ORS. He recapped that public postings had been put up at 3-4 different sites around the city as well as a posting on the property itself. He reported that the applicants had put together a petition of residents along Park Row and the adjacent area and had received their support for the vacation request. Mr. Galati explained that city staff had reviewed the vacation request and determined that the vacation would not impact any public infrastructure. He stated that city staff and Public Works had signed off on the vacation request as the applicants had met the criteria for a vacation request and was now presenting it to Council for their approval. He outlined the State standards and explained that the vacation and reassignment of the property would not impact property values adjacent to the property. Mr. Galati explained that the Park Row right-of-way would not be extended in the future and would not impact future traffic or transportation needs the City may have and that the property would become a chargeable income of property taxes to the property owners.

Mayor Mays asked for public comment regarding the proposed ordinance. Hearing none, Mayor Mays closed the public hearing portion and asked for discussion or questions from Council. Council President Rosener asked if the five properties that were located on the other side of the road had also signed the petition? Mr. Galati replied that was correct. Councilor Griffin asked if the new property line went to the edge of the City's right-of-way, would the property owner be required to maintain the right-of-way? Mr. Galati replied that the new property line/right-of-way would essentially go up to the paved section. Councilor Griffin asked if it was a waterway? Mr. Galati replied it was a drainage channel, but it was non-functioning, and he would need to speak with Public Works about it. Hearing no further questions or comments from Council, Mayor Mays stated that the proposed ordinance would be back for a second hearing on August 3rd.

Mayor Mays addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Pro Tem Kristen Switzer announced that Music on the Green would begin July 21st at 6:30 pm in Stella Olsen Park.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Griffin reported that the Robin Hood Festival would be held September 24-25th and Crusin' Sherwood would be held on August 28th.

Councilor Brouse reported Crusin' Sherwood would be held on August 28th and they were seeking volunteers for the event. She reported she attended the ribbon cutting ceremonies including the Oil Stop opening. She reported she was unable to attend the last Senior Advisory Board meeting. She reported she would attend the Library Advisory Board meeting on July 21st.

Councilor Garland welcomed Gena and Katie, the newest members of the Cultural Arts Commission. He thanked those who volunteered on all of the City's various boards and commissions. He encouraged residents to get their COVID-19 vaccines.

Council President Rosener reported Crusin' Sherwood would be held August on 28th.

Mayor Mays encouraged residents to get their COVID-19 vaccines. He reported he would attend upcoming Mayors conferences.

11. ADJOURN:

Mayor Mays adjourned the regular session at 7:50 pm and convened the work session.

WORK SESSION

- 1. CALL TO ORDER:** Mayor Mays called the work session to order at 7:55 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Sean Garland, Renee Brouse, and Russell Griffin. Councilor Scott was absent.
- 3. STAFF PRESENT:** City Manager Pro Tem Kristen Switzer, City Attorney Josh Soper, Systems Administrator Mark Swanson, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Planning Manager Erika Palmer, Center for the Arts Manager Chanda Hall, and City Recorder Sylvia Murphy.
- 4. TOPICS**

B. Regulation of Signs

Community Development Director Julia Hajduk presented the "Sign Code Update" PowerPoint presentation (see record, Exhibit B) and recapped that the discussion regarding the sign code began in 2019 at Council's direction and focused on feather signs. In March 2020, after several work sessions and a public hearing, the Planning Commission recommended approval of the amendments. In July 2020, City

Council held their first public hearing on the proposed ordinance, but due to the COVID-19 pandemic, Council decided to continue the hearing several times due to concerns over the ordinance's potential impacts to local business owners. She explained that recently, the issue of murals came up and staff was seeking Council input and direction regarding murals, portable signs located in the right-of-way, flags, feather signs, and "bronze signs". Staff was also seeking confirmation that no further discussion was needed regarding definitions, IP zone wall signs, and violations information added to each code section. City Attorney Josh Soper provided an overview of the mural issue and explained that there was a "big picture" issue and also a more immediate issue to address. He explained that the larger issue was that under the current code, it was not clear whether murals were allowed, and stated that it was similar to feather signs where the City defined a term and then never actually used that term again later in the code. Mayor Mays commented that it was supposed to be completely stricken from the code as something that was permitted because at the time the City did not have the creativity from a code standpoint to manage the topic. Mr. Soper explained that in the current code, a mural was defined as a mural that was approved by City Council. He explained the more immediate issue was that Sherwood Main Street had proposed a particular mural that was funded through a grant, and Sherwood Main Street and the Cultural Arts Commission were eager to move forward with the mural this summer. City Attorney Soper stated that he proposed to exempt murals from the Sign Code and treat them as public art, which meant they would be publicly owned. He explained that this would allow the mural to be fully controlled by the City through Government Speech Doctrine. He explained that it would not be a private citizen applying to the city for a permit to put up a private mural, it would be the city putting up a mural and the city would therefore have control over what the mural was as opposed to regulating the content of private speech. Council asked who would the cost of the mural fall to? Mr. Soper explained that in order for murals to be construed as Government Speech by the courts, public contribution was necessary and could include CEP funds. He provided an overview of the proposed mural process on page 4 of the presentation. He explained that the Sign Code had built in flexibility so it would not have to be frequently updated, and then the Council would adopt the murals plan that described the procedure. Council President Rosener commented that his biggest concern was regarding the criteria and ensuring that there were no unintended consequences. Center for the Arts Manager Chanda Hall recapped the mural criteria and explained that it was based on what was accepted in most murals plans in surrounding towns as well as what was acceptable in the national conversation. She cautioned that any murals could not impinge on people, which is why having government funding behind the mural would allow the City input on any murals. She detailed the criteria as: accessibility, artist quality, context, feasibility, permanence, scale, and suitability. Councilor Young asked which boards and commission would have the ability to approve a mural? Mayor Mays commented that from a process standpoint, if Council takes the recommendation from a board or commission, and even if the mural was on the consent agenda, it increased the visibility of the project and allowed for someone to provide their input if they wanted to and would allow Council to pull it from the consent agenda to discuss further. Discussion regarding the mural process and neighboring city's murals occurred. Council commented they liked the proposed mural process. Ms. Hall provided an overview of the current proposed mural on page 5 of the presentation. Mr. Soper explained that the proposed process was for the CAC to meet on July 26th to discuss recommending the mural for approval to Council, Council would meet on August 3rd to consider the CAC recommendation and Council would be asked to formally adopt the Public Art Plan and Murals Plan, and Council would meet on September 7th for a second hearing, and possible adoption of the sign code amendments. Discussion regarding the proposed mural occurred.

Planning Manager Erika Palmer recapped the definition of a portable sign, current code language, the Planning Commission alternative (A1), and the proposed modification language based on industry and Council feedback (A2) on page 6 of the presentation. Council President Rosener commented he was in

favor of the Planning Commission alternative. Councilor Young commented she was in favor of the A2 language. Discussion regarding the pros and cons of both alternatives occurred. Council concurred with proceeding with option A1. Ms. Palmer recapped the current and proposed code language for flags on page 7 of the presentation. City Attorney Soper explained that the proposed language was the Planning Commission's recommendation. He explained the issue for flags was that the City could not regulate flag content, and some content could cause controversy or disputes because they are highly visible. He explained potential additional regulations included a maximum number of flags per property, location, and flag pole height restrictions. Council President Rosener asked that the maximum number of flags allowed in nonresidential areas be limited to three, not four. Discussion occurred. Councilor Brouse commented she was in favor of limiting the number of flags that were allowed on a property, but she was not in favor of the proposal of prohibiting flags in someone's backyard. Council agreed that flags should not be prohibited in backyards. Discussion occurred. Mayor Mays suggested that flagpoles be limited to 30-35 feet in height.

Planning Manager Palmer recapped feather signs and explained that the intent of current code language was to not allow feather signs, but the code did not clearly prohibit them. Discussion regarding the history of feather signs in Sherwood occurred. She provided an overview of the proposed alternatives on page 8 of the presentation. Councilor Young commented she did not want the City having to regulate a feather sign enforcement program since it would be too burdensome for staff to enforce and track. Councilor Brouse commented she was opposed to banning feather signs and put forward the idea of businesses needing permits for their feather signs that were for a certain period of time, and then a new permit would be needed. Community Development Director Julia Hajduk replied that that would be workable, but it would be burdensome for staff to regulate and execute. Councilor Griffin commented he did not like feather signs but did not want to ban feather signs. Discussion and suggestions occurred. Ms. Hajduk put forward the idea that in order to lessen the impact to local businesses if feather signs were banned, the City could offer ARPA money to help businesses with advertising or a mini advertising grant. Councilor Brouse commented if there was an alternative way to help the business community and eliminate the impacts of banning feather signs, she would be in favor of that, but there had to be a tradeoff so that local businesses are not completely losing an advertising piece. Mayor Mays put forward the idea that the City could pay for one free A-frame sign for businesses who had feather signs. Discussion occurred. Councilor Garland asked if there was a proposed timeframe? Council put forward the date of January 1, 2022. Ms. Hajduk recapped the next Council action for the proposal to prohibit feather signs would happen at the September 7th Council meeting and stated that the staff report would make reference to a program to help local businesses that used flag signs. City Attorney Soper recommended that the January 1st date would be the enforcement start date, not the effective date.

Planning Manager Palmer recapped bronze signs on page 10 of the presentation and explained that the issue was that the code prohibited permanent residential development signs, and was content based, but the code also exempted "A sign not exceeding four square feet in size when cut into any masonry surface or when constructed of bronze or other noncombustible materials." She explained that the intent was to allow for historical markers. She reported that an applicant had proposed construction of a 3 foot tall pillar at the entry to a subdivision with a 4 square foot sign made of bronze with the subdivision initials. Mayor Mays commented that the applicant was no longer seeking to complete that project, but it highlighted a loophole in the code that needed to be addressed. He commented that the City could treat bronze signs as they were proposing to treat murals. City Attorney Soper clarified that by doing so, bronze signs would be publicly owned either on public property or through an easement and the City would control the content.

Ms. Palmer explained that staff recommended fixing the definition of Permanent Residential Development Signs to be content neutral. Discussion regarding bronze signs occurred.

5. ADJOURN:

Mayor Mays adjourned the work session at 9:05 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Craig Sheldon, Public Works Director

Through: Kristen Switzer, City Manager Pro Tem and Josh Soper, City Attorney

SUBJECT: Resolution 2021-064, Authorizing the City Manager Pro Tem to Sign an Intergovernmental Agreement with Washington County for Design and Construction of Utility Relocation Needs Associated with the Tualatin Sherwood Road Widening Project

Issue:

Shall the City Council authorize the City Manager Pro Tem to enter into an Intergovernmental Agreement (IGA) with Washington County for design and construction of utility relocation needs associated with the Tualatin Sherwood Road widening project?

Background:

Washington County Land Use and Transportation manages and maintains a network of roads to serve countywide travel needs and will construct road improvements on SW Roy Rogers Road and SW Tualatin Sherwood Road within the following limits:

1. Washington County Project Number 100100: SW Roy Rogers Road from approximately SW Borchers Drive to Highway 99W and improvements on SW Tualatin Sherwood Road from Highway 99W to approximately Southwest Olds Place
2. Washington County Project Number 100389: SW Roy Rogers Road from approximately Chicken Creek bridge to SW Borchers Drive
3. Washington County Project Number 100361: SW Tualatin Sherwood Road from approximately SW Olds Place to SW Cipole Road

As part of this IGA the City agrees to relocate City-owned waterline and sanitary sewer utilities to accommodate the County's project and agrees to pay for this work. The work will be combined with the County's transportation improvements to reduce construction costs and the impacts on the public by reducing the number of road closures and detours needed to accomplish the work.

The City's scope of work includes:

- Adjustment and relocation of existing water meters, fire hydrants and adjustment of blow-offs, valve lids and other water infrastructure work to accommodate the project.
- Adjustment and relocation of manholes, cleanouts and other sanitary sewer infrastructure work to accommodate the project.

Financial Impacts:

The City's portion of this project is estimated at \$820,405.00 with a true up for final cost once project is completed.

We projected \$433,000 in the 2021/22 Budget. We have received estimates and the costs are as follows:

1. Washington County Project Number 100100: SW Roy Rogers Road from approximately SW Borchers Drive to Highway 99W and improvements on SW Tualatin Sherwood Road from Highway 99W to approximately Southwest Olds Place
COST: \$291,455 with work scheduled to begin August 2021 and be completed in 2024
2. Washington County Project Number 100389: SW Roy Rogers Road from approximately Chicken Creek bridge to SW Borchers Drive
COST: \$45,937 with work projected to begin in 2024
3. Washington County Project Number 100361: SW Tualatin Sherwood Road from approximately SW Olds Place to SW Cipole Road
COST: \$483,013 with work projected to begin in June 2022 and be completed in October 2025

These projects will be outlined in the capital improvement plan.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-064, Authorizing the City Manager Pro Tem to sign an Intergovernmental Agreement with Washington County for Design and Construction of Utility Relocation Needs Associated with the Tualatin Sherwood Road Widening Project.



RESOLUTION 2021-064

AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR DESIGN AND CONSTRUCTION OF UTILITY RELOCATION NEEDS ASSOCIATED WITH THE TUALATIN SHERWOOD ROAD WIDENING PROJECT

WHEREAS, the County is working on a project to widen Tualatin-Sherwood Road and Roy Rogers Road from Chicken Creek to Teton Road and as part of that project, it is been determined that utility relocation is necessary that is traditionally the responsibility of the utility provider; and

WHEREAS, the County and City have determined that it would be most cost effective and efficient for the County to incorporate the design and construction of the utility relocation into the County project.

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

Section 1. The City Council authorizes the City Manager Pro Tem to enter into an Intergovernmental Agreement (IGA) with Washington County (WACO) in a form substantially similar to the attached Exhibit 1.

Section 2. The City Council further authorizes the City Manager to make payments to the County consistent with the agreed upon amounts outlined in the IGA.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
WASHINGTON COUNTY AND THE CITY OF SHERWOOD**

**FOR PUBLIC UTILITY IMPROVEMENTS ON SW TUALATIN
SHERWOOD ROAD AND SW ROY ROGERS ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as “COUNTY”; and the City of Sherwood, a municipal corporation, acting by and through its City Council, hereinafter referred to as “CITY.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, COUNTY, by and through its Department of Land Use and Transportation, manages and maintains a network of county roads serving countywide travel needs and will construct road improvements including the improvements hereinafter referred to as “COUNTY PROJECT”; and
3. WHEREAS, COUNTY PROJECT consists of three separate programmed roadway improvements on SW Roy Rogers Road and SW Tualatin Sherwood Road within the following limits:
 - i. Washington County Project Number 100100: SW Roy Rogers Road from approximately SW Borchers Drive to Highway 99W and improvements on SW Tualatin Sherwood Road from Highway 99W to approximately Southwest Olds Place, as shown generally on the attached Vicinity Map in Exhibit A, attached hereto and incorporated by reference.
 - ii. Washington County Project Number 100389: SW Roy Rogers Road from approximately Chicken Creek bridge to SW Borchers Drive, as shown generally on the attached Vicinity Map in Exhibit A, attached hereto and incorporated by reference.
 - iii. Washington County Project Number 100361: SW Tualatin Sherwood Road from approximately SW Olds Place to SW Cipole, as shown generally on the attached Vicinity Map in Exhibit A, attached hereto and incorporated by reference; and
4. WHEREAS, CITY, consistent with the powers and purposes of city government, finds it necessary and desirable for the continued growth, safety and welfare of the community that the aforementioned COUNTY PROJECT will be constructed as soon as practicable; and
5. WHEREAS, the CITY desires to relocate CITY owned waterline and sanitary sewer utilities to accommodate the COUNTY PROJECT, and to pay for such requested work; and

6. WHEREAS, the CITY and COUNTY have desire to cooperate in the relocation and construction of the CITY's waterline and sanitary sewer improvements and combine the CITY'S waterline and sanitary sewer improvement relocation into a single construction project with the COUNTY PROJECT to reduce construction costs and the impacts of construction on the public by reducing the number of road closures and detours needed to accomplish the work identified and by reducing the duration of construction activities; and
7. WHEREAS, under such authority, it is the mutual desire of the COUNTY and CITY to enter into this Intergovernmental Agreement to cooperate in relocation and construction of the CITY'S waterline and sanitary sewer improvements, and to allocate responsibilities as detailed below.

AGREEMENT

NOW THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants as set forth below, the parties hereto agree as follows:

1. PROJECT DESCRIPTION

- 1.1 The COUNTY PROJECT is comprised of separate improvements on SW Tualatin Sherwood Road and SW Roy Rogers Road will include: design and construction of improvements including road widening, curbs, sidewalks, bike lanes, street lighting, drainage, landscaping, traffic control, storm water quality improvements, and all necessary permitting.
- 1.2 The CITY SW Tualatin Sherwood Road and SW Roy Rogers Road waterline project will include adjustment and relocation of existing water meters, and fire hydrants, and adjustment of blow-offs, valve lids, and other water infrastructure work to accommodate the COUNTY PROJECT. All these proposed improvements are located along SW Tualatin Sherwood Road, SW Roy Rogers Road, and Highway 99W, hereinafter referred to as "WATERLINE PROJECT".
- 1.3 The CITY SW Tualatin-Sherwood Road sanitary sewer project will include adjustment and relocation of manholes, cleanouts, and other sanitary sewer infrastructure work to accommodate the COUNTY PROJECT. All these proposed improvements are located along SW Tualatin Sherwood Road, SW Roy Rogers Road, and Highway 99W, hereinafter referred to as "SANITARY SEWER PROJECT".
- 1.4 The CITY WATERLINE PROJECT and SANITARY SEWER PROJECT will collectively be referred to as CITY PROJECTS.

2. COUNTY OBLIGATIONS

- 2.1 COUNTY hereby designates Matt Meier as COUNTY Project Manager for the COUNTY PROJECT and the COUNTY representative responsible for coordination of the CITY PROJECTS with CITY pursuant to this Agreement.
- 2.2 COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the COUNTY PROJECT, including project management, design and construction engineering, property acquisition, including right-of-way as necessary, utility relocation as necessary, regulatory and land use permits and approvals, public information related to the roadway design and construction and not including the public information obligations of the CITY as set forth in Term 3.8, contract administration, inspection and construction management. COUNTY shall coordinate the design of, advertise for, award and administer the construction contracts for the COUNTY PROJECT. COUNTY shall meet its obligations under this section in separate project files and contracts as provided in the recitals.
- 2.3 Subject to CITY obligations set forth in Article 3, COUNTY shall perform, or cause to be performed, all actions necessary for the construction of the CITY PROJECTS as part of the COUNTY PROJECT and bid, construct, and manage the CITY PROJECTS as part of the COUNTY PROJECT construction contract, with CITY project costs tracked separately.
- 2.4 COUNTY shall provide CITY three (3) business days following bid opening to review and approve bid results for the CITY PROJECTS. COUNTY may award the construction contract, including work for the CITY PROJECTS, unless CITY informs COUNTY in writing prior to expiration of said review period that it wishes to cancel construction of the CITY PROJECTS as part of the COUNTY PROJECT.
- 2.5 COUNTY shall perform all actions regarding compensation as set forth in Article 4 – Compensation.
- 2.6 COUNTY shall not acquire any right-of-way or easements for CITY PROJECTS.

3. CITY OBLIGATIONS

- 3.1 CITY hereby designates Rich Sattler as CITY Project Manager for the CITY PROJECTS and the CITY representative responsible for coordination of the CITY PROJECTS with COUNTY pursuant to this Agreement.
- 3.2 CITY shall provide timely comments to COUNTY on construction documents including construction plan sheets, specifications, and bid schedule for the CITY PROJECTS. Unless the CITY notifies the COUNTY as provided in Term 2.4, the CITY PROJECTS bid items shall be incorporated into the overall COUNTY PROJECT Bid Schedule.

- 3.3 CITY shall provide timely responses to bidder's questions about CITY PROJECTS during advertisement of each COUNTY PROJECT. If necessary, CITY shall provide COUNTY with an addendum no later than four (4) calendar days prior to the bid opening, provided the question is received by the CITY no later than one (1) business day prior to said deadline.
- 3.4 CITY shall provide inspection of the CITY PROJECTS bid items including review and approval of shop drawings, submittals, and onsite inspections to determine compliance with the contract documents. CITY's onsite inspector shall be onsite as appropriate and responsible for enforcing all applicable CITY PROJECTS specifications during all CITY PROJECTS work. CITY's onsite inspections of the CITY PROJECTS bid items, including required night work inspections, shall be coordinated through COUNTY's lead inspector. CITY must approve the final acceptance of the CITY PROJECTS prior to top lift paving.
- 3.5 CITY shall assist the COUNTY lead inspector with the following construction documentation for the CITY PROJECTS bid items:
- General daily progress reports and erosion control reports;
 - Quantity documentation used for monthly estimates; and
 - Quality documentation and test results as specified in the construction contract.
- 3.6 CITY shall coordinate with COUNTY on any disagreements, disputes, delays or claims related to or as a result of the CITY PROJECTS, and shall financially participate with the COUNTY in the investigation, defense and damages, if any, for costs directly attributable to the CITY PROJECTS. .
- 3.7 CITY shall perform all actions regarding compensation as set forth in Article 4-Compensation.
- 3.8 CITY shall perform all necessary public involvement and notifications for water service shutdowns resulting from the CITY PROJECTS work. CITY shall assign a 24-hr emergency contact for the duration of the CITY PROJECTS construction.
- 3.9 CITY acknowledges that its obligations, as provided in this Article 3, are applicable to each separate COUNTY PROJECT file.

4. COMPENSATION

- 4.1 COUNTY shall be responsible for all costs to design and construct COUNTY PROJECT as described in Term 2.2.
- 4.2 CITY PROJECTS

4.2.1 The CITY shall be responsible for all costs to design and construct the CITY PROJECTS.

The cost to design and construct the CITY PROJECTS is estimated to total \$820,405. Specific CITY PROJECTS costs are shown in Exhibit B and are summarized as follows:

Project 100389 (Chicken Crk to Borchers)

i. Design Costs	\$ 4,852
ii. Construction Costs	\$32,350
iii. Construction Administration and Management (15% of ii)	\$ 4,852
iv. <u>Mobilization & Traffic Control (12% of ii)</u>	<u>\$ 3,882</u>
TOTAL 100389 ESTIMATED COST	\$45,937

Project 100100 (Borchers to Olds)

i. Design Costs	\$ 30,788
ii. Construction Costs	\$205,250
iii. Construction Administration and Management (15% of ii)	\$ 30,788
iv. <u>Mobilization & Traffic Control (12% of ii)</u>	<u>\$ 24,630</u>
TOTAL 100100 ESTIMATED COST	\$291,455

Project 100361 (Olds to Teton)

i. Design Costs	\$ 51,023
ii. Construction Costs	\$340,150
iii. Construction Administration and Management (15% of ii)	\$ 51,023
iv. <u>Mobilization & Traffic Control (12% of ii)</u>	<u>\$ 40,818</u>
TOTAL 100361 ESTIMATED COST	\$483,013

Notwithstanding the above estimates, CITY's financial obligation under items i and ii shall be the actual design and construction costs incurred by COUNTY for the design and construction of the CITY PROJECTS.

Items iii and iv shall be calculated and paid to COUNTY as a lump sum after COUNTY makes final payment to the construction contractor for the CITY PROJECTS.

4.2.2 CITY and COUNTY understand that the costs outlined above are estimates and are used to determine project budgets and estimated payments amount used within this Agreement. Final costs will be based on the actual contract amount realized. Final payments made by the CITY

to the COUNTY for the CITY PROJECTS shall be based on actual bid prices, construction quantities and non-construction costs.

- 4.2.3 CITY and COUNTY understand that the costs outlined above are estimates for CITY PROJECTS on each individual road improvement described as the COUNTY PROJECT.
- 4.2.3 In the event the CITY and COUNTY agree to design and construction changes that will eliminate or reduce the scope and extent of the CITY PROJECTS, the CITY will pay for COUNTY's cost for re-design and/or construction change orders.
- 4.2.4 Within sixty (60) calendar days of execution of any COUNTY PROJECT construction contract, CITY shall deposit with the COUNTY the sum of \$75,000. COUNTY shall send CITY quarterly statements during project design and construction specific to each design and construction contract related to the COUNTY PROJECT indicating the itemized amount incurred for the CITY PROJECTS and the amount due. COUNTY may apply the CITY deposit to any portion of the COUNTY PROJECT as necessary and as work is completed. Quarterly statements will not be sent to the CITY if no CITY PROJECTS work is performed. Upon depletion of the \$75,000 deposited under this section, the quarterly statement shall include the itemized amount due from CITY for the CITY PROJECTS work. CITY shall pay COUNTY the amount due within thirty (30) calendar days of its receipt of this billing. Any CITY deposited funds remaining upon completion of the CITY PROJECTS or termination of this agreement after COUNTY invoicing for work completed on the CITY PROJECTS prior to termination but not yet invoiced, if any, whichever comes first, shall be refunded to the CITY within sixty (60) calendar days.

5. GENERAL PROVISIONS

5.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations, including but not limited to those regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All applicable provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

5.2 DEFAULT

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) calendar days within which to cure the defect.

5.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its 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 services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement.

5.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

5.5 DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

5.6 REMEDIES

Subject to the provisions in paragraph 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

5.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

5.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

5.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

6. TERMS OF AGREEMENT

6.1 The term of this Agreement shall be from the date of execution until the completion of the CITY PROJECTS, but not to exceed five (5) years.

6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party, effective thirty (30) calendar days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the COUNTY PROJECT and CITY PROJECTS and paying for any additional costs as necessary.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

WASHINGTON COUNTY, OREGON

RUTH OSUNA, DEPUTY COUNTY ADMINISTRATOR

DATE: _____

RECORDING SECRETARY

CITY OF SHERWOOD, OREGON

CITY MANAGER

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



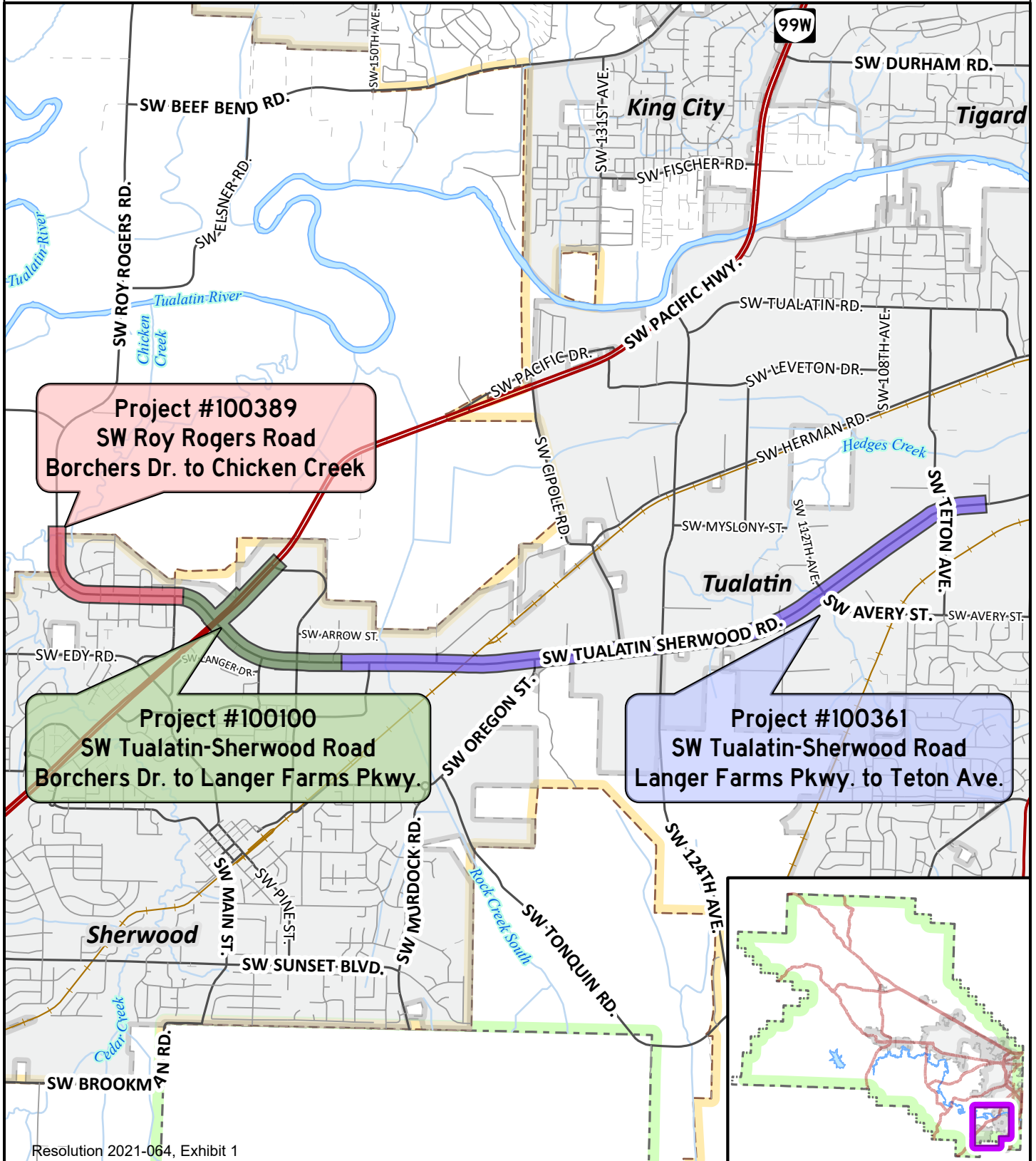
EXHIBIT A

SW Tualatin-Sherwood Road
and SW Roy Rogers Road
Improvement Projects



KLF | May 14, 2021
Not to Scale

Projects 100100, 100361, & 100389



**INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF SHERWOOD
FOR PUBLIC UTILITY IMPROVEMENTS ON SW TUALATIN SHERWOOD ROAD AND SW ROY ROGERS ROAD
EXHIBIT B**

Project 100389 (Chicken Crk to Borchers)					
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Trench Resurfacing	SY	25	\$ 130.00	\$ 3,250
2	Adjust Water Valve	EA	15	\$ 300.00	\$ 4,500
3	Relocate Water Valve	EA	0	\$ 2,500.00	\$ -
4	Adjust Water Meter Box	EA	9	\$ 400.00	\$ 3,600
5	Relocate Fire Hydrant	EA	1	\$ 2,500.00	\$ 2,500
6	Relocate Water Meter	EA	1	\$ 2,500.00	\$ 2,500
7	Major Sanitary Manhole Adjustment	EA	0	\$ 2,500.00	\$ -
8	Minor Sanitary Manhole Adjustment	EA	5	\$ 1,000.00	\$ 5,000
9	Pothole	EA	6	\$ 1,000.00	\$ 6,000
10	Contingency	LS	1	\$ 5,000.00	\$ 5,000
100389 Construction Subtotal					\$ 32,350
11	Consultant Design Cost (15% of construction estimate)				\$ 4,853
12	Construction Admin and Management (15% of construction cost)				\$ 4,853
13	Lump sum contribution towards mob, traffic control, EC, survey (12% of construction cost)				\$ 3,882
100389 Total					\$ 45,937

Project 100100 (Borchers to Olds)					
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	12 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (01140)	LF	100	\$ 300.00	\$ 30,000
2	6 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (01140)	LF	100	\$ 200.00	\$ 20,000
3	12 Inch Connection to 12 Inch Existing Main	EA	6	\$ 9,000.00	\$ 54,000
4	1 Inch Combination Air Release/Air Vacuum Valve Assembly (01150)	EA	3	\$ 2,700.00	\$ 8,100
5	6 Inch Gate Valve (01150)	EA	7	\$ 1,100.00	\$ 7,700
6	12 Inch Butterfly Valve (01150)	EA	4	\$ 7,500.00	\$ 30,000
7	Moving Existing Hydrants (01160)	EA	7	\$ 2,500.00	\$ 17,500
8	Adjust Water Valve	EA	39	\$ 300.00	\$ 11,700
9	Adjust Water Meter Box	EA	1	\$ 400.00	\$ 400
10	Major Sanitary Manhole Adjustment (00490)	EA	4	\$ 2,300.00	\$ 9,200
11	Minor Sanitary Manhole Adjustment (00490)	EA	7	\$ 950.00	\$ 6,650
12	Contingency	LS	1	\$ 10,000.00	\$ 10,000
100100 Construction Subtotal					\$ 205,250
13	Consultant Design Cost (15% of construction estimate)				\$ 30,788
14	Construction Admin and Management (15% of construction cost)				\$ 30,788
15	Lump sum contribution towards mob, traffic control, EC, survey (12% of construction cost)				\$ 24,630
100100 Total					\$ 291,455

Project 100361 (Olds to Teton)					
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Trench Resurfacing	SY	55	\$ 130.00	\$ 7,150
2	6 Inch San Sewer Pipe, 5 FT Depth	LF	50	\$ 100.00	\$ 5,000
3	Connect to Existing Structures	EA	2	\$ 1,200.00	\$ 2,400
4	Minor Adjustment of Sanitary Manholes	EA	9	\$ 1,000.00	\$ 9,000
5	8 Inch Ductile Iron Pipe with Integrated Restrained Joints and Class B Backfill	FT	327	\$ 200.00	\$ 65,400
6	Waterline Crossing Lowering	EA	14	\$ 10,000.00	\$ 140,000
7	8 Inch Connection to 8 Inch Existing Main	EA	2	\$ 6,000.00	\$ 12,000
8	8 Inch Gate Valve	EA	4	\$ 3,000.00	\$ 12,000
9	Adjust Existing Valve	EA	33	\$ 300.00	\$ 9,900
10	Adjust Existing Hydrants	EA	1	\$ 2,000.00	\$ 2,000
11	Hydrant Assemblies	EA	7	\$ 5,000.00	\$ 35,000
12	Adjust 1 Inch Water Meter Assembly	EA	2	\$ 400.00	\$ 800
13	Relocate 1 Inch Water Meter Assembly	EA	3	\$ 2,500.00	\$ 7,500
14	Pothole	EA	17	\$ 1,000.00	\$ 17,000
15	Contingency	LS	1	\$ 15,000.00	\$ 15,000
100361 Construction Subtotal					\$ 340,150
16	Consultant Design Cost (15% of construction estimate)				\$ 51,023
17	Construction Admin and Management (15% of construction cost)				\$ 51,023
18	Lump sum contribution towards mob, traffic control, EC, survey (12% of construction cost)				\$ 40,818
100361 Total					\$ 483,013

Total All Projects \$ 820,405

TO: Sherwood City Council

FROM: Chanda Hall, Center for the Arts Manager

Through: Kristen Switzer, City Manager Pro Tem and Josh Soper, City Attorney

SUBJECT: Resolution 2021-065, Appointing Marianne Bickett to the Sherwood Cultural Arts Commission

Issue:

Should the Council appoint Marianne Bickett to the Sherwood Cultural Arts Commission?

Background:

A vacancy exists in Position 5 on the Cultural Arts Commission due to a term expiration. The term of office for this vacancy expires in June 2023. The City advertised the vacancy and received two applications. Marianne Bickett submitted an application for consideration of appointment. The Mayor has recommended this appointment to Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2021-065, Appointing Marianne Bickett to the Sherwood Cultural Arts Commission.



RESOLUTION 2021-065

APPOINTING MARIANNE BICKETT TO THE SHERWOOD CULTURAL ARTS COMMISSION

WHEREAS, a vacancy exists on the Cultural Arts Commission due to term expiration; and

WHEREAS, the term of office for this vacancy expires in June 2023; and

WHEREAS, the City advertised the vacancy on the City website, Center for the Arts website and social media; and

WHEREAS, Marianne Bickett applied to be appointed and was interviewed by the interview panel; and

WHEREAS, the interview panel considered all of the applicants and recommended to the Mayor that Marianne Bickett be appointed to fill the vacancy; and

WHEREAS, the Mayor has recommended to Council that Marianne Bickett be appointed; 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 appoints Marianne Bickett to Position 5 of the Sherwood Cultural Arts Commission for a term expiring at the end of June 2023.

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

Duly passed by the City Council this 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Julia Hajduk, Community Development Director
Through: Kristen Switzer, City Manager Pro Tem

SUBJECT: Resolution 2021-066, Naming the east-west collector in the Tonquin Employment Area "Ice Age Drive"

Issue:

Should the City Council name the east west collector in the Tonquin Employment Area (TEA) "Ice Age Drive"?

Background:

The collector road planned in the Tonquin Employment Area (TEA) connecting Oregon Street and 124th was never formally named. There have been several names that have been used to refer to the road which has proved problematic when considering land use reviews, applying for grants and referencing the area for prospective developers. Prior to the first part of the road being dedicated as part of the Willamette Water Supply Program's treatment plant project, we asked Council for suggested names that they could support. On June 1, 2021, the Council met in work session and considered the City's naming conventions and the special and unique quality and opportunity in the TEA. After discussion of a variety of names, there was a general agreement that "Ice Age Drive" honored the history of the actions that led to the unique geology of the area. This resolution formalizes the name and will allow staff to make changes needed to reflect that name going forward.

Financial Impacts:

None.

Recommendation:

Staff respectfully recommends City Council approve Resolution 2021-066, Naming the east-west collector in the Tonquin Employment Area "Ice Age Drive".



RESOLUTION 2021-066

**NAMING THE EAST-WEST COLLECTION IN THE TONQUIN EMPLOYMENT AREA
"ICE AGE DRIVE"**

WHEREAS, a collector road is planned in the Tonquin Employment Area (TEA) connecting Oregon Street and 124th; and

WHEREAS, a formal name had not been determined resulting in several unofficial names being given which caused confusion and uncertainty; and

WHEREAS, the Council met and considered the City's naming conventions and the special and unique quality and opportunity in the TEA; and

WHEREAS, after discussion of a variety of names, there was a general agreement that "Ice Age Drive" honored the history of the actions that led to the unique geology of the area; and

WHEREAS, the name selected meets the naming standards in 12.06.010 and 12.06.020.

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

Section 1. The collector that connects Oregon Street to 124th Avenue through the TEA shall be named "Ice Age Drive".

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

Duly passed by the City Council this 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Police Captain

Through: Kristen Switzer, City Manager Pro-Tem and Josh Soper, City Attorney

SUBJECT: Resolution 2021-067, Authorizing the City Manager Pro-Tem to sign an intergovernmental agreement with Oregon Department of Transportation for traffic patrol and law enforcement for work zones

Issue:

Shall the City Council authorize the City Manager Pro-Tem to sign an IGA with Oregon Department of Transportation for traffic patrol and law enforcement work zones?

Background:

By the authority granted in Oregon Revised Statutes (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform. The State is authorized by ORS 366.400 to enter into all contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways.

The use of traffic patrol and law enforcement in work zones has been proven to increase public safety as it encourages driver compliance with the laws that keep both motorists and workers safe in the work zone.

The purpose of this agreement is to provide law enforcement at individual ODOT construction projects in the City of Sherwood and was requested by ODOT. The construction project budget includes funding to provide Sherwood Police Officers in ODOT work zones.

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

Financial Impact:

There is no financial impact to the City of Sherwood; all financial costs will be covered by ODOT.

Recommendation:

Staff respectfully recommends council approve Resolution 2021-067, Authorizing the City Manager Pro-Tem to sign an intergovernmental agreement with Oregon Department of Transportation for traffic patrol and law enforcement for work zones.



RESOLUTION 2021-067

AUTHORIZING THE CITY MANAGER PRO-TEM TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION FOR TRAFFIC PATROL AND LAW ENFORCEMENT FOR WORK ZONES

WHEREAS, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the State is authorized by ORS 366.400 to enter into all contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways; and

WHEREAS, the use of traffic patrol and law enforcement in work zones has been proven to increase public safety as it encourages driver compliance with the laws that keep both motorists and workers safe in the work zones; and

WHEREAS, this agreement will provide law enforcement at individual ODOT construction projects in the City of Sherwood and was requested by ODOT; 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 ODOT to provide traffic patrol and law enforcement at work zones in the City of Sherwood.

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

Section 1. The City Council authorizes the City Manager Pro-Tem to sign an IGA with the Oregon Department of Transportation, in a form substantially similar to the attached Exhibit 1, 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 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Resolution 2021-067

August 3, 2021

Page 1 of 1, with Exhibit 1 (19 pgs)

MASTER AGREEMENT FOR SERVICES
Intergovernmental Agreement
Traffic Patrol and Law Enforcement for Work Zones

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the City of Sherwood, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The State is authorized by ORS 366.400 to enter into all contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways.
3. The use of traffic patrol and law enforcement in work zones has been proven to increase public safety as it encourages driver compliance with the laws that keep both motorists and workers safe in the work zone. The purpose of this agreement is to provide law enforcement at individual ODOT construction projects. The construction projects will have budgets that support Work Orders to law enforcement agencies to provide officers in ODOT work zones.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.**

Under such authority, State wishes to retain the services of Agency to perform Traffic Patrol and Law Enforcement for Work Zones, as described in Exhibit A, hereinafter referred to as "Project."

2. **Funding.**

Payment by ODOT for the Project shall not exceed a total amount of \$ 150,000.00 in state and federal funds, for all work orders combined.

3. Exhibits Attached and Incorporated.

This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:

- Exhibit TCD –Terms, Conditions and Definitions
- Exhibit A – Statement of Work and Delivery Schedule
- Exhibit B – Compensation & Payment Provisions
- Exhibit C –Contact Information
- Exhibit D – Americans with Disabilities Act (ADA) Compliance
- Exhibit E – Work Order Authorization (WOA)

4. Federal Funds.

- a. ODOT considers Agency to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal funds received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.
- b. Agency, as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, reimburse ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the ability of Agency to reimburse ODOT, the reimbursement amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

5. Work Order Authorizations

Agency services must be requested in the form of a written WOA from ODOT, attached as Exhibit E and by this reference made a part hereof. Each WOA that is issued pursuant to this Agreement becomes a part of this Agreement. Both Parties shall execute a WOA before work begins. The WOA must contain estimated beginning and ending dates for the specific work.

6. Order of Precedence.

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,

- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

- 7. **Term of Agreement; Effective Date.** The term of this Agreement begins on the date all required signatures are obtained and terminates on August 31, 2026, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
- 8. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.
 - a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
 - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
 - b. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
 - c. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless State expressly directs otherwise in such notice.
- 9. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
- 10. **No Substitutions or Assignments.** Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement. This Agreement is binding

upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors.

11. **No Third Party Beneficiaries.** Agency and State 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. This provision survives termination of the Agreement.
12. **Waiver; Amendment.** 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.
13. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit C, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.
14. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
15. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. **Integration.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this **Agreement.**

17. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and any amendments or WOAs, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.
18. ODOT anticipates the Services identified in individual Work Order Authorizations to be in the 2021-2024 Statewide Transportation Improvement Program (STIP), that was adopted by the Oregon Transportation Commission in July 15, 2020 (or subsequently by amendment to the STIP). The STIP Key number(s) will be project specific and determined with each Work Order Authorization.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF SHERWOOD

By _____

Date _____

By _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____

Troy Costales, Safety Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Safety Section Manager or Designee

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien

Assistant Attorney General (If Over
\$150,000)

Date via email dated, June 14, 2021

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
2. State reserves the right (i) to determine and modify the delivery schedule for the services and (ii) to evaluate the quality of the services; however, State may not and will not control the means or manner of Agency's performance. Agency is responsible for determining the appropriate means and manner of performing the services.
3. Agency understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTS

Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be

brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon ODOT's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. This provision survives termination of the Agreement.

REMEDIES

1. Agency default.
 - a. In the event Agency is in default under this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.

- b. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2. ODOT default.

- a. In the event ODOT is in default under this Agreement or in the event ODOT terminates this Agreement, Agency's sole remedy will be a claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODOT has against Agency,
- b. In no event will ODOT be liable to Agency for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to Agency exceed the amount due to Agency, Agency shall promptly pay any excess to ODOT.

3. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

4. This provision survives termination of the Agreement.

EXHIBIT A
STATEMENT OF WORK (SOW) AND DELIVERABLE SCHEDULE
PROJECT: Traffic Patrol and Law Enforcement for Work Zones

ACRONYMS AND DEFINITIONS

Active In Zone	Providing enforcement by contact in the work zone area for the purposes of work zone safety.
Active Out of Zone	While performing the Services an Agency officer is called away from the work zone or dispatched by Agency for duties apart from the Services.
business days	calendar days, excluding Saturdays, Sundays and all State recognized holidays
calendar days	Any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.
Commute	The time required by an Agency officer to travel to the work zone to perform the Services.
DAS	Oregon Department of Administrative Services
days	calendar days
FHWA	Federal Highway Administration
MP	Mile Point
Non-Active	Agency officer is present in the work zone area or assisting ODOT in traffic control operations, but is not engaged in Active In Zone or Active Out of Zone enforcement and does not engage enforcement by contact.
OAR	Oregon Administrative Rule
ODOT	Oregon Department of Transportation
ORS	Oregon Revised Statute
PDF	Portable Document Format
Scope of Work	The general character and range of Services and supplies needed, the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.
Services	The services to be performed under this Agreement.
SFMS	State Financial Management System
SOW	Statement of Work; the specific provisions in the final Agreement which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, Services, deliverables, schedule for delivery and other obligations.
STIP	Statewide Transportation Improvement Program

Work Order Authorization (WOA)	Instrument issued by ODOT substantially in the form of Exhibit E to request uniformed Agency officers, vehicles and associated equipment to provide law enforcement and assist ODOT in traffic control operations in ODOT work zone(s).
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PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency shall provide all Services included in this SOW on an as-needed basis as further defined in executed Work Order Authorizations. “Services” are defined in Agency Obligations, Paragraph 1 of this SOW. Agency shall provide all labor, equipment and materials to manage, coordinate, and complete the Services.

1. The use of Agency traffic patrol and law enforcement in ODOT work zones has been proven to increase public safety by encouraging driver compliance, improving worker safety and the traffic movement. Agency shall provide traffic patrol and law enforcement in work zones where project work may disrupt the flow of traffic and increase the risk of hazards to roadway workers. The need for Agency assistance in a work zone is considered, determined and implemented by ODOT.
2. Agency law enforcement is not a replacement for effective work zone strategies and traffic control devices. However it can be an effective enhancement that provides enforcement emphasis or other specific assistance duties when other measures are not practical or effective. Active enforcement of traffic laws in operating work zones is an effective strategy for achieving driver attention and compliance.
3. A WOA substantially in the form of Exhibit E, issued by ODOT, to request uniformed Agency officers, vehicles and associated equipment to provide law enforcement and assist ODOT in traffic control operations in ODOT work zone(s), is needed to request Agency enforcement Services. ODOT will determine how often to utilize Agency Services to provide adequate driver compliance, and may use Agency Services in multiple work zones.
4. While performing the Services, Agency’s vehicle should be located just before or just beyond the project work area since it can be difficult and potentially hazardous to pull over vehicles within the work area limits. Agency shall coordinate with onsite ODOT personnel as part of this strategy.
5. Federal funds and state funds are used for reimbursement of work zone law enforcement activities. Task 1 will be selected by ODOT in the WOA if federal funds are available, and Task 2 will be selected if only state funds are available. In order to ensure the correct funds are allocated, Agency shall track and report on the hours applied to each type of enforcement while performing the Services. . apart from the work zone activities (“Active Out of Zone”). An Active Out of Zone occurrence is possible, and Agency shall track this time while performing the Services . If Agency

activities are not directly related to the Services, the costs incurred shall be covered by Agency.

STATE RESPONSIBILITIES

1. ODOT will issue a WOA to Agency under the terms of this Agreement, substantially in the form of Exhibit E of this Agreement.
2. The ODOT contact information for each WOA will be provided in each individual issued WOA. At the beginning of each WOA the ODOT contact will meet with Agency to determine communication methods, and to discuss Agency tasks and schedule for the work operation.

AGENCY RESPONSIBILITIES

1. Consistent with all requirements of this SOW, Agency shall provide law enforcement and assist ODOT in traffic control operations including completing all tasks and deliverables ("Services"), when requested by ODOT through an executed WOA. Services may include, but are not limited to, the following:
 - a. work zone traffic enforcement;
 - b. rolling slowdowns;
 - c. flagging;
 - d. controlling pedestrians, spectators and participants;
 - e. controlling signalized intersections;
 - f. controlling traffic in restricted lane situations; and
 - g. providing support during ramp, lane or road closures.
2. Agency shall furnish uniformed Agency officers, vehicles and associated equipment to provide the Services.
3. Agency shall perform Services in a manner consistent with Agency policy and regulations, applicable state and local laws, and the Constitutions of the State of Oregon and the United States. Agency officers shall at all times remain under the sole direction, management and control of Agency.
4. Agency shall coordinate with ODOT to determine the safest locations for placement of law enforcement, while also maintaining a visual presence to the public, within the specified work zone.

TASKS, DELIVERABLES and SCHEDULE

Agency shall complete all tasks and provide all deliverables included in this SOW and individual WOAs. Agency shall provide all labor, equipment and materials to manage,

coordinate, and complete the Services in accordance with the performance and delivery schedules identified in this SOW and individual WOAs. Agency shall provide a report with the total hours of Services provided and a breakdown of hours by enforcement type (Non-Active, Active In Zone, or Commute), with each invoice as stated in Exhibit B.

Task 1: Traffic Patrol and Law Enforcement

Agency shall provide uniformed Agency officer(s), vehicle(s) and associated equipment to provide law enforcement and assist ODOT in traffic control operations as specified in individual WOAs issued by ODOT. Agency Services must be provided during the hours as stated in the individual WOAs. Under this task, ODOT will not reimburse Agency for Active Out of Zone enforcement.

Deliverable 1.1: traffic patrol and law enforcement

Schedule: Hourly Work during date(s) and time(s) specified in individual WOAs

Task 2: Officer Presence

Agency shall provide uniformed Agency officer(s), vehicle(s) and associated equipment to provide law enforcement presence and assist ODOT in traffic control operations as specified in individual WOAs issued by ODOT. The Work must be provided during the hours as stated in individual WOAs. Under this task, ODOT will not reimburse Agency for Active In Zone or Active Out of Zone enforcement.

Deliverable 2.1: law enforcement presence

Schedule: Hourly Work during date(s) and time(s) specified in individual WOAs

Eligible Reimbursement by Enforcement Type:

	Non-Active	Commute	Active In Zone	Active Out of Zone
Task 1 (federal funds)	Yes	Yes	Yes	No
Task 2 (state funds only)	Yes	Yes	No	No

EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS

AGENCY OBLIGATIONS

1. Agency shall present invoices for 100 percent of Eligible Costs incurred by Agency on behalf of the individual WOAs directly to ODOT's Regional Transportation Safety Coordinator ("Region TSC") for review and approval. The Region TSC contact information and billing address will be included in the WOA. Under no conditions shall State's obligations exceed the maximum amount identified in Terms of Agreement Paragraph 2.
2. ODOT pays invoices from more than one fund. Federal funds and state funds are used and must be applied to the appropriate type of enforcement in order to maintain compliance with federal and state law. In order to ensure the correct funds are allocated, Agency shall track and report on the hours applied to each type of enforcement (Non-Active, Active In Zone, or Commute) while performing the Services.
3. Such invoices shall be in a form identifying the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Agency may submit monthly invoices for a WOA with a duration of more than 30 days. Agency shall submit a final invoice for each WOA within 60 days of completing the Services under the WOA. If Agency fails to present a final invoice within 60 days of completing the Services under the WOA, Agency hereby waives any rights to present such invoice thereafter and receive payment therefor.
4. At a minimum, invoices must include:
 - a. Agreement number;
 - b. WOA number;
 - c. construction project name (if applicable);
 - d. construction project number (if applicable);
 - e. invoice number, vendor/customer number, date of invoice, and billing period;
 - f. amount due;
 - g. description, unit quantity, unit price, subtotal for each reimbursable Service;
 - h. description of each reimbursable Service including Non-Active, Active In Zone, or Commute hours to identify the type of enforcement;
 - i. remit payment information with Agency address and contact phone number;
 - j. indirect expense rate and amount (if applicable);
 - k. other expenses charged (if applicable);
 - l. Usage number for State Financial Management System ("SFMS") Agencies;
 - m. a separate report with salary and other personnel expense calculations for current rates ("Sworn Rate Template"); and
 - n. a separate report with tracked hours including the following categories for enforcement type:
 - i. Active In Zone;
 - ii. Non-Active;

- iii. Active Out of Zone (if any hours to report); and
 - iv. Commute hours.
5. Eligible Costs are reasonable and necessary actual costs incurred by the Agency in performance of the Services. Administrative support and operations costs for Agency are considered part of the Eligible Costs.
6. Travel expenses (such as lodging, meals, per diem rates, etc.) will not be reimbursed. Commute hours of Agency officers are reimbursable if mutually agreed estimated Commute hours are stated in the Description of Work section of the WOA. Agency shall not invoice more than the estimated Commute hours stated in the WOA.
7. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current biennial budget.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State agrees to reimburse Agency for Eligible Costs, including the Agency's current officer hourly rates at the time the Services are performed, within 45 days of receipt and approval by State of monthly Project invoices, up to the maximum amount identified in Terms of Agreement Paragraph 2.
2. The maximum amount identified in Terms of Agreement Paragraph 2 shall include reimbursement for all Eligible Costs.

EXHIBIT C – CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. State's Contact:

ODOT's Project Manager for this Agreement is:

Name:	Bill Warner
Address:	ODOT-DMV Transportation Safety Office MS-3 4040 Fairview Industrial Dr SE Salem, Or 97301-1142
Phone:	(503) 986-4195
E-mail:	William.A.WARNER@odot.state.or.us

b. Agency Contacts:

Agency's Project Manager for this Agreement is:

Name:	Jon Carlson, Captain
Address:	22560 SW Pine Street, Sherwood, Or 97140
Phone:	503-625-5523
E-mail:	carlsonj@sherwoodoregon.gov

Agency's Invoice Contact and remit address for payments is (if different than above):

Name:	David Bodway, Finance Director
Address:	22560 SW Pine Street, Sherwood, Or 97140
Phone:	503-625-4212
E-mail:	bodwayd@sherwoodoregon.gov

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to InterGovernmental.Agreements@odot.state.or.us.

EXHIBIT D - Americans with Disabilities Act (ADA) Compliance

1. Agency shall ensure that the Services and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, "ADA").
2. The Parties shall coordinate to ensure that temporary pedestrian routes remain available through or around any Project work zone. If Agency Services conflict with temporary pedestrian routes, Agency shall provide ODOT with adequate information to allow ODOT to: (a) establish a temporary pedestrian route for any work zone resulting from Agency Services, and (b) provide advance notice of any such temporary pedestrian route to the public, people with disabilities, and disability organizations.

EXHIBIT E – WORK ORDER AUTHORIZATION (WOA)

Agreement No. 35218, WOA No. _____

Under the terms of Agreement No. 35218 between the Oregon Department of Transportation (State or ODOT) and City of Sherwood (Agency) dated _____, which is hereby incorporated by reference, the following Project work is authorized:

Project Name:	Work Order Start Date:				
Key (Project) Number:	Work Order End Date:				
Location of Work:	From MP:	To MP:	ODOT Region:	1	2
				3	4
				5	

ODOT Contact Information:

ODOT Regional Transportation Safety Coordinator ("Region TSC") contact information (Send Invoice to):

ODOT Work Order contact information (if different than Region TSC):

ODOT onsite work zone contact information (if different than Region TSC):

Agency Contact Information:

Agency Coordinator contact information:

Agency Work Order contact information (if different than Agency Regional Coordinator):

Agency onsite work zone contact information (if different than Agency Regional Coordinator):

Expenditure Account No.:	STIP Years:	Effective Date:	
Effective Date: No Work shall occur until signed by all Parties.			ODOT Totals:
A. Amount authorized for this WOA (or "Anticipated Item")			\$
B. Amount authorized on prior WOAs			\$
C. Total Amount authorized for all WOAs (A+B=C)			\$
D. Master Agreement Not-to-Exceed amount			\$
E. Amount remaining on Agreement (D-C=E)			\$

SERVICES:

- ☐ Task 1 Traffic Patrol and Law Enforcement (federal funds)
- ☐ Task 2 Officer Presence (state funds only)

DESCRIPTION OF WORK (special terms and conditions):

[Include the following under this section as applicable: assumptions & expectations; task breakdown showing the days, times and hours of the Services; estimated hours per day required; estimated number of days required; mutually agreed estimated Commute hours; location(s) of Work.]

This WOA and the terms and conditions of the Agreement between ODOT and Agency and any special terms and conditions included with this WOA constitute the entire agreement between the parties about the Deliverables. This WOA indicates an estimate of Services and quantities required.

This WOA may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this WOA so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this WOA is within the scope of work of the original Agreement.

Use the following if STIP Project

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Name/Title

Date

ACCEPTANCE OF TERMS BY AGENCY:

Name/Title

Date

APPROVED AS TO LEGAL SUFFICIENCY:

If Work Order exceeds \$150,000 signature required

Asst. Attorney General

Date

cc: Agency

ODOT Region TSC

ODOT Work Order contact

ODOT onsite work zone contact

Contacts listed in Exhibit C of the Agreement

ODOT Procurement Office, Agreements

TO: Sherwood City Council

FROM: Chanda Hall, Center for the Arts Manager
Through: Kristen Switzer, City Manager Pro Tem and Josh Soper, City Attorney

SUBJECT: Resolution 2021-068, Approving the Sherwood Public Art Plan

Issue:

Should the Council approve the Sherwood Public Art Plan?

Background:

The City of Sherwood values arts, culture, livability, and a vibrant downtown, and there is support and enthusiasm for public art among its citizens and leaders. With funds received from a CEP grant, the Cultural Arts Commission began working with a cultural development consultant in 2018 to develop a public art plan for Sherwood. City staff and Cultural Arts Commissioners worked together to finish developing and writing the plan.

The core values of the City of Sherwood are reflected in every aspect of the Sherwood Public Art Plan and will drive its further development. The Public Art Plan was shared with City Council in November 2020, and needs to be adopted and approved in order for public art to move forward in Sherwood.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2021-068, Approving the Sherwood Public Art Plan.



RESOLUTION 2021-068

APPROVING THE SHERWOOD PUBLIC ART PLAN

WHEREAS, the Cultural Arts Commission undertook the writing of a Public Art Plan for the City of Sherwood; and

WHEREAS, a plan for Public Art is the best way to implement a city public art program; and

WHEREAS, the Cultural Arts Commission worked with public art consultants, City staff, and community members to draft the Sherwood Public Art Plan; and

WHEREAS, the Cultural Arts Commission recommends adoption of the Public Art Plan; and

WHEREAS, the establishment of a Public Art Program will further the City's goals of improving community livability and community pride;

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

Section 1. The Sherwood City Council hereby adopts and approves the Sherwood Public Art Plan, attached hereto as Exhibit A.

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

Duly passed by the City Council this 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

CITY OF SHERWOOD

PUBLIC ART MASTER PLAN



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APPENDICES:

A: RESOURCES

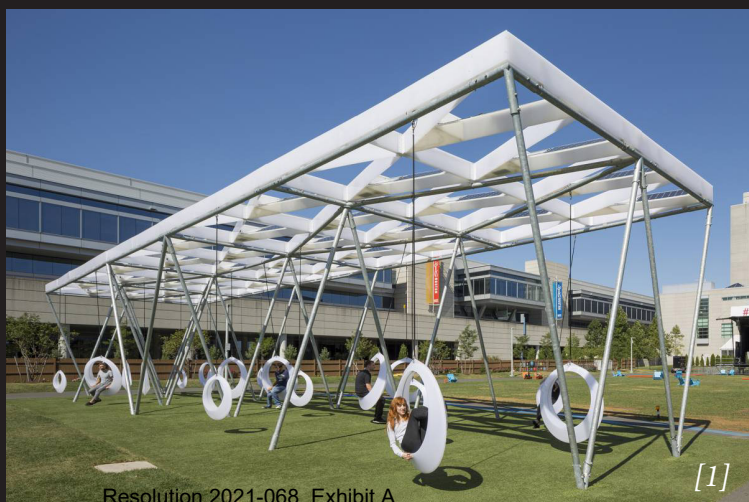
B: KEY PUBLIC ART LOCATIONS

C: WASHINGTON COUNTY PUBLIC ART PROGRAMS

D: AMERICANS FOR THE ARTS ECONOMICS &
PROSPERITY STUDY FINDINGS

E: INTERVIEW/COMMUNITY SURVEY QUESTIONS
FROM CONSULTANT BILL FLOOD

F: THE VISUAL ARTISTS RIGHTS ACT OF 1990



Resolution 2021-068, Exhibit A

August 3, 2021

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ACKNOWLEDGEMENTS

Many thanks to everyone participating in this planning process, especially the Sherwood Cultural Arts Commissioners past and present:

ARTS COMMISSION

Bernie Sims, Chair
John Liles, Vice Chair
Geof Beasley
Roxanne Blackwood
Skye Boughey
Maddie Gavel-Briggs
Shelly Lamb
Matthew Schantin
Mallory Strand
Ava Boughey
Casey Chen

CITY COUNCILORS

Sean Garland, Liaison
Jennifer Kuiper, former Liaison

CITY STAFF

Kristen Switzer, Community Services Director
Maggie Chapin, former Manager, Sherwood Center For The Arts
Chanda Hall, Manager, Sherwood Center for the Arts
Kelsey Beilstein, Events & Arts Program Coordinator

CONSULTANT

Bill Flood, Community Development Consultant

Additionally, 71 individuals from the community attended public input sessions in June and July of 2018 to provide their perspectives.

Cover: Nature-themed cast concrete by Ann Storrs on the Sherwood Library; photo by Casey Chen

EXECUTIVE SUMMARY

WHAT IS PUBLIC ART?

Public art is, most simply, artwork in spaces accessible to the public. Public art can draw from any artistic or creative medium, and can be permanent or temporary. It can include everything from large identity-building events to smaller projects led by local artists that add character to an area. Public art is commissioned, acquired, or donated to the City in an open and transparent process.



Placed in public spaces, public art is for everyone; a form of collective community expression.

WHAT IS THE PURPOSE OF A PUBLIC ART MASTER PLAN?

A Public Art Master Plan is a tool to strategically plan for and maximize the potential of public art by establishing a process for the City to acquire, manage and maintain public art, while establishing processes for citizen-driven public art. The Public Art Master Plan is the road map that will lead to a successful, dynamic, well-managed Public Art Program.



A PLAN FOR SHERWOOD

ABOUT SHERWOOD

Consistently ranked among the top small towns in America and as one of the best places to live in Oregon, Sherwood is known for its quaint historic downtown, top-ranked schools, and family-friendly culture. Approximately half of all households include children, compared to 30% statewide. Nearly 96% of residents have a high school degree, and 44% have a Bachelor's degree or higher.

The area has strong agricultural roots and was originally built up around the railroad, with brick-making, canning, and a tannery as the main industries. One of Oregon's most rapidly growing cities, Sherwood is now home to nearly 20,000 people, and is considered the gateway to wine country. Sherwood distinctions include beautiful parks, safety, livability, and vibrant community events such as Music on the Green and the Robin Hood Festival. The community is also known for its strong lasting commitment to the performing arts.



AN EMERGING PLAN FOR SHERWOOD PUBLIC ART

This is a developing plan, to be reviewed annually and updated/built upon by the Sherwood Cultural Arts Commission based on regular assessment and the changing needs of the community. This plan directly correlates with the City of Sherwood's Mission Statement and Core Values.

These core values of Sherwood articulate the reasons to invest in and engage with public art. This public art plan will continue to align with the mission and values of Sherwood.

Acknowledging that there are several routes for funding a variety of public art projects, this plan envisions what "could" be. This plan recognizes that planning for public art can and should go hand-in-hand with long-term planning for public spaces in Sherwood. Identifying both funding mechanisms and collaborative partners is key to the process of establishing effective and impactful public art in Sherwood.

LIVABILITY

Both public and private developers realize that art, like other amenities, makes a project more appealing, attractive, and valuable.



OUR PROCESS

The Cultural Arts Commission hosted a presentation in 2017 from the City of Hillsboro about their well-established and thriving public art program. Catching a vision of how a similar program might impact Sherwood, the Cultural Arts Commission worked with then, Center for the Arts Manager, Maggie Chapin to apply for a grant to help begin the process. The Commission was awarded a grant to fund a public art consultant to help facilitate the development of a Sherwood Public Art Plan. In 2018, Cultural Development Consultant Bill Flood started to work closely with the Cultural Arts Commission to research, develop, and present his findings. After the completion of the grant period, the Cultural Arts Commission, the current Arts Center Manager, and City staff worked to complete the writing of this Public Art Master Plan that was begun by Mr. Flood.



THE PLAN PROCESS INCLUDED THE FOLLOWING:

- Working closely with staff of the Sherwood Center for the Arts and members of the Sherwood Cultural Arts Commission.
- Review of community demographics, plans, and projects.
- Interviews with community stakeholders (see **Appendix E**).
- An online survey.
- Outreach meetings for the public and for Sherwood artists.

ART + SHERWOOD



Photos by:
CC = Casey Chen
DG = David Gilmore
CS = City Staff
JP = Jeff Peters
GP = Giffy Pix & Flix

Although Sherwood does not yet have an adopted Public Art Plan, it is clear that the citizens of Sherwood hold the arts in high regard. After 17 years of effort and advocacy from the Cultural Arts Commission, elected officials, and community members, the Sherwood Center for the Arts opened in February 2015—a clear demonstration of the high value that Sherwood places on arts in the community. The Center for the Arts is the City’s cultural hub, providing a variety of programming including performances, field trips, gallery space, and arts education for all ages. This City-owned gem features a flexible, state-of-the-art performance space for theatrical and musical acts, with audience seating for up to 420. It is a multi-use space, easily transformed into a variety of floor plans to support civic events, celebrations, and outside rentals. The catalyst for the City’s popular Art Walk events, it is also the first stop on the Sherwood Cultural Walking Tour.

Local Sherwood culture includes the highly regarded public library, ample arts opportunities in the schools, commercial galleries, artists’ studios, performing arts organizations, and the Sherwood Heritage Center, including the Smock House Living History Site and the Morback House Museum.

A strong cross-section of small businesses and community-centered nonprofit organizations directly support the arts, offering abundant opportunities for public art partnerships.

Several community groups are focused solely on bringing arts opportunities to Sherwood; most notably Voices for the Performing Arts Foundation (VPA) and the Sherwood Foundation for the Arts (SFA). Voices for the Performing Arts is dedicated to youth, and has been a mainstay of the community since it’s founding in 2006. It boasts 12 community choirs along with music theory and musicianship classes. Their annual youth musical theatre production consistently attracts over 100 participants. The Sherwood Foundation for the Arts, founded in 2008, produces several community theatre productions each year, playing to sold out audiences. They also run an annual puzzle competition that attracts national attention. An impressive number of Sherwood residents participate in these two organizations, either as performers, board members, volunteers, or audience members. This demonstrates Sherwood’s interest in the arts, and shows potential for public art partnerships and arts-centered collaborations.

The Cultural Arts Commission has successfully launched two public art projects; these temporary installations both engaged the citizens of Sherwood and left a lasting impression. The Unity Project (2017) and #SherwoodSheep (2019) reflected the best of our community, bringing awareness to the possibilities of public art in Sherwood.

Although Sherwood is currently the only Washington County city of its size without a public art plan (Appendix C), it is clear that there is support and enthusiasm for public art. The natural next step for the Cultural Arts Commission is creating a viable plan for public art in the City of Sherwood.



JP



CS



CS



CS



CS



CS



CS



GP



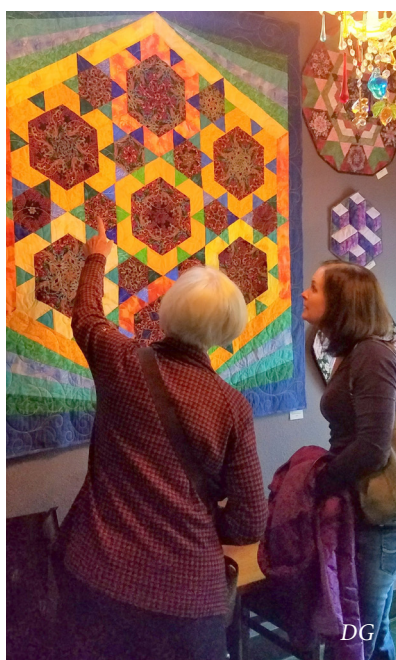
CS



CS



DG



DG



CC



CC



DG

VISION, MISSION, VALUES

The Sherwood Public Art Program closely aligns with the City of Sherwood's Mission Statement and Core Values.

PUBLIC ART PROGRAM

Public art invites fresh discovery, promotes meaningful connections, and forms memorable experiences. Sherwood's public art plan provides a way forward for neighborhoods, businesses, and the Arts Commission to implement public art.

MISSION

The Cultural Arts Commission, with support from city staff, leads the overall program management of the Public Art Program for the benefit and enjoyment of our community. Component responsibilities include working to develop processes for all phases of this public art plan; identifying funding opportunities; working with businesses and neighborhoods interested in hosting public art; selecting artists and pieces for Sherwood's eventual public art collection; and planning for the care and maintenance of artwork in our public spaces- artwork that reflects the following values.

VALUES

These values will be reflected in every aspect of the Sherwood Public Art Plan, and will drive the development of our Program Guidelines. These were carefully developed by Arts Commissioners, with input from the public. We value public art that:

- Brings people together, builds our collective identity, says who we are and what we value.
- Transforms our public spaces to be even more engaging and accessible.
- Honors diversity and raises consciousness.
- Connects people, ideas, and places.
- Responds to our history and the natural environment.
- Draws people to Sherwood and is good for our local economy.
- Demonstrates our friendliness, safety, small-town feel, pride-of-place, support for youth, families, and one another.
- Speaks to our collective humanity.

CITY OF SHERWOOD

MISSION STATEMENT

Provide high quality services for all residents and businesses through strong relationships in a fiscally responsible manner.

CORE VALUES

- | | |
|--------------------------|-------------------------|
| • Citizen engagement | • Fiscal responsibility |
| • Community livability | • Transparent |
| • Community partnerships | • government |
| • Community pride | • Quality service |
| | • Forward thinking |



THE COMMUNITY WEIGHS IN



THE MOST CITED REASONS PUBLIC ART IS IMPORTANT TO SHERWOOD INCLUDE (APPENDIX E):

- It builds identity, says who we are and what we value.
- It is memorable.
- It brings people together, builds a sense of community.
- Art raises consciousness, provides an uplifting transformative experience.
- It makes our town more complete.
- Is is good for our economy and brings people to Sherwood.

“Artists and entrepreneurship go hand-in-hand and are a major driver in promoting the continued economic development of Sherwood. Public art, specifically, helps us to continue to grow our unique ‘sense of place’ in Old Town Sherwood and to expand our creative economy, including arts-related businesses, restaurants, unique markets, wine-related businesses, outdoor wear design, tech startups, gaming designers, and digital media entrepreneurs to the community. With our prime location as the Gateway to the Oregon Wine Country, I am excited by the work of the Sherwood Cultural Arts Commission and our community partners in promoting public art in Sherwood, which will help us to attract both visitors and businesses looking for creative talent.”

--Bruce Coleman
Economic Development Manager
City of Sherwood

ASSETS & CHALLENGES

ASSETS

There is clear and substantial support for the arts in Sherwood, as illustrated by the development of the Sherwood Center for the Arts and by broad community participation in arts events and activities. Those interviewed in this planning process described motivated people in Sherwood (including artists), and a variety of partner organizations. Partners include Sherwood Public Library, Sherwood Foundation for the Arts, Marjorie Stewart Senior Community Center, Voices for the Performing Arts, Makers5 Art Cooperative, Friends of the Sherwood Center for the Arts, community development organizations including Sherwood Main Street and the Sherwood Chamber of Commerce, Rotary Club, local schools, and numerous local businesses that benefit from an active cultural life.

Old Town Sherwood boasts the Cultural Walking Tour and is anchored by the Sherwood Center for the Arts and the Sherwood Public Library/City Hall. This walkable historic downtown is also home to several art-friendly small businesses, and is brimming with public art potential. There is ample opportunity to curate thoughtful work that bolsters livability and showcases the unique qualities of our city as we continue to grow. Sherwood's thriving downtown embodies the reality that the arts drive economic development, specifically in Washington County (**Appendix F**).



CHALLENGES

Primary challenges voiced by citizens in this planning process include:

1

Identifying the appropriate mechanisms for funding a Public Art Program

2

Identifying the best structures for managing a Public Art Program including administrative, artist contracting, and maintenance

3

Gaining public consensus around key public art-related issues in Sherwood

ROADMAP TO SUCCESS

The following milestones reflect the stages of development we anticipate for Sherwood's first public art plan. The Cultural Arts Commission will use this roadmap as a guiding document, reviewing and measuring progress annually.

YEAR 1

2021: GAIN CITY SUPPORT AND CREATE CLEAR PATHWAYS FOR CITIZEN-DRIVEN AND CITY-DRIVEN ART PROJECTS.

MILESTONE 1 A

City Council reviews this Public Art Plan, providing a path for public art in Sherwood.

MILESTONE 1 B

Synchronize and align efforts with the Sherwood 2040 Comp Plan, working with City planners to ensure that Public Art is valued and included, and that public art opportunities are part of future city development.

MILESTONE 1 C

Apply for grants specific to this new public art program. Funds may be used for a community arts project (similar to The Unity Project or #SherwoodSheep installation), or a more permanent work.

YEAR 2

2022: REFINE PROCESSES, PURSUE PUBLIC ART OPPORTUNITIES, BUILD UNDERSTANDING WITH THE CITY OF THE MANY FUNCTIONS AND MERITS OF PUBLIC ART.

MILESTONE 2 A

City staff and Arts Commission work together to continue developing public art processes and program guidelines that make sense for Sherwood (see pg. 17).

MILESTONE 2 B

Establish a Fund Development Committee made up of citizens, Arts Commissioners, and business owners to explore all funding avenues.

MILESTONE 2 C

Work closely with City departments/align with City priorities to determine which upcoming projects are strong candidates for public art and how to achieve this. This step will entail identifying key City staff to help oversee potential projects.

YEAR 3

2023: AS FUNDING IS REALIZED, THOUGHTFULLY PLAN AND IMPLEMENT PUBLIC ART PROJECTS; PUBLIC ART PROGRAM MANAGEMENT PROCESSES ARE FULLY DEVELOPED FOR SITING AND MAINTENANCE OF PUBLIC ART.

MILESTONE 3 A

Further establish funding mechanisms and solidify sources for 1:1 matching funds.

MILESTONE 3 B

Staff and resources are identified to execute the fully realized Sherwood Public Art Program, and a major permanent piece of artwork for the City of Sherwood is planned (2-4 years implementation).

MILESTONE 3 C

Add Sherwood murals and other public art to the Cultural Walking Tour and include Sherwood in all listings of Washington County public art and tourism boards. Create access online to the public art collection for citizens and visitors.

YEAR 4 & BEYOND

CONTINUE TO REFINE PRACTICES, RESPOND TO CITY NEEDS, AND MEASURE EFFICACY OF PUBLIC ART PROGRAM. IDENTIFY AND DIVERSIFY FUNDING SOURCES. IMPLEMENT THE ABOVE-MENTIONED MAJOR PERMANENT PIECE FOR THE CITY OF SHERWOOD. CONTINUE TO BUILD THE COLLECTION STRATEGICALLY AND THOUGHTFULLY, ENHANCING THE VIBRANCY AND LIVABILITY OF SHERWOOD.



The Cultural Arts Commission aims to uphold Sherwood's mission and values while expanding the consciousness of its citizens through public art of the highest quality and resonance.

The City of Sherwood's Cultural Arts Commission will serve as the Public Art Committee, with responsibility for developing and overseeing the City of Sherwood's public art program and collection, with support from Center for the Arts staff. The Cultural Arts Commission will work with businesses, citizens, and City staff to ensure the successful implementation of public art. The Cultural Arts Commission continually strives to listen to and represent the community of Sherwood.



CULTURAL ARTS COMMISSION RESPONSIBILITIES:

- Identifying immediate opportunities to leverage public art in public and private projects (examples: parks and trails improvement/expansion, school improvements, Sherwood 2040 Comp Plan, festivals, downtown development, commercial development).
- Building key partnerships that will help further implement this plan.
- Advocating for public art and building support for it, laying a strong foundation for the future.
- Identifying and helping to develop funding mechanisms for public art. This report includes a robust list of resources available to us (see **Appendix A**).
- Collaborating with stakeholders and engaging authentically with the community.

PROGRAM FUNDING

SUCCESSFUL FUND DEVELOPMENT FOR PUBLIC ART IN SHERWOOD WILL BE BASED ON:

- A clear value statement of why public art is important for Sherwood.
- Partnerships with key community organizations and businesses.
- Ongoing public education and outreach to individuals in the community.
- Foundational commitment from the City.
- Identifying public art opportunities and pursuing them tenaciously.
- Actively engaging with national resources (Public Art Network).
- Ongoing communications and advice from public art programs in comparable cities.

THE VARIETY OF FUNDING SOURCES BRAINSTORMED BY STAKEHOLDERS INCLUDE:

- Collaborative strategies (including events) developed with key organizations such as Friends of the Sherwood Center for the Arts, Sherwood Main Street, Sherwood Chamber of Commerce, neighborhood associations, schools, and festivals. Specific organizations could take on funding-specific program elements such as maintenance.
- Grants (may be supported by the involvement of a public art consultant or a contract grant writer). Not meant to function as ongoing operating funds, grants are effective ways to support key projects, often require 1:1 matching funds.
- Fundraising (traditional fundraising, crowdfunder campaigns).
- Individual giving (small gifts, private donors, large corporate donations).

CITY-RELATED FUNDING SOURCES TO BE EXPLORED:

- Percentage of Transient Lodging Tax.
- Dedication of a percent-for-art in public capital construction.
- Create avenues for retailers to contribute/adopt-an-artwork program.
- Partnerships with small businesses.
- Partnerships with large private employers including businesses in the Tonquin Employment Area and PGE.
- Line-item in City budget.
- Including public art in urban renewal district, if it is voted to be expanded.
- Downtown economic improvement district.
- Fee included in City building permit.
- Fee included in City business license.



FUND DEVELOPMENT COMMITTEE:

Made up of Cultural Arts Commissioners, representatives from the business community, and interested citizens, this committee will identify and seek out avenues for funding public art in Sherwood. Committee members will explore all opportunities to support the realization of public art in Sherwood, including percent-for-art programs, grants, public-private partnerships, private donations, budget line items, and fundraising. Our goal is to form this committee by the end of year two (see page 12).

A preliminary list of regional, state, and national public art funding sources can be found in **Appendix A.**

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August 3, 2021

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LOOKING AHEAD

As the program grows, professional management may be an option. Robust civic public art programs are most often managed by staff with public art expertise and current knowledge of best practices in the field. Arts Commissioners and city staff newer to public art may seek the assistance of professional arts managers when overseeing large projects. Professional management can:

- Constantly scout for and leverage public art opportunities in both public and private development.
- Identify a good location, strong vision, and realistic budget for the project.
- Create a call to artists that is appealing, informative, clear, and attracts highly qualified artists.
- Ensure that the artwork is well-sited.
- Assess conservation, maintenance and safety issues prior to construction to minimize those problems and save future maintenance costs.
- Develop a clear and comprehensive contract avoiding future legal problems.
- Facilitate communication between the project partners and the artist to coordinate the work for best results and minimize extra efforts and costs to fix unanticipated problems.
- Provide an objective voice so that local artists can participate without any taint of favoritism.
- Serve multiple City departments (Economic Development, Public Works, Community Services) and advise private developers.



Resolution 2021-068, Exhibit A
August 3, 2021
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FUTURE OPTIONS FOR IDENTIFYING PROFESSIONAL MANAGEMENT INCLUDE:

- Training and utilizing existing City staff to serve as a public art specialist.
- Creating a part-time staff position.
- Contracting with a professional public art manager such as the Regional Arts and Culture Council (RACC) for these services.

As this plan for public art comes to fruition and grows in Sherwood, staffing and resource needs may change.



Using nationally recognized best practices and guidance from local public art consultants, the Commission will work diligently to develop and implement the following policies in detail. These policies include:

The method and criteria for selecting artists, including Requests for Proposals, limited or invitational competition, direct selection, or selection from a prequalified artist list or roster.

The process for selecting, purchasing, and identifying a site location for permanent pieces of art.

The process for withdrawing a work from the City's art collection, done in the best interests of the public.

The procedures for providing ongoing maintenance or funding for maintenance of the City's eventual public art collection.

The process through which the city may donate or receive donated artwork. Public art collections may be greatly enriched through the generosity of donors; to maintain the continued high quality of the collection, all donations of art should go through a review process with the Cultural Arts Commission.

The Public Art Plan must follow the guidelines set forth by the Visual Artists Rights Act of 1990 (VARA), which amended the copyright law to define a “work of visual art” and has specific rules about art in public places (Appendix I).

Establish a plan and process for murals. Currently a plan and policies for murals have been developed, including many of the guidelines above specific to murals. The Sherwood Murals Program packet will be available online along with this Public Art Plan document.

Policies and procedures will be developed and reviewed by the Cultural Arts Commission to supplement the Public Art Master Plan. These program guidelines will grow as the public art program grows, adapting as needed.



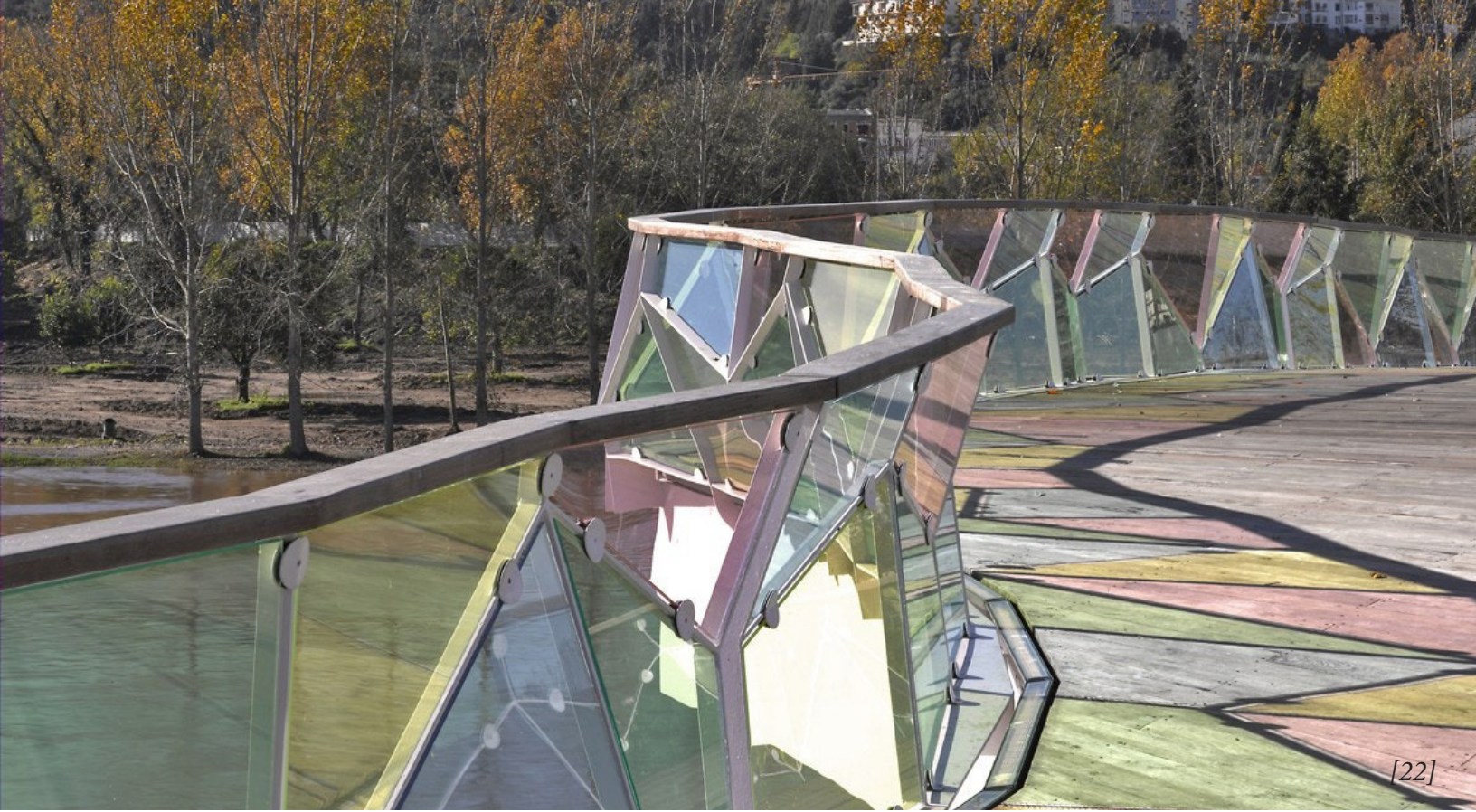
KEY PUBLIC ART LOCATIONS

The following are suggested questions to ask when considering if a site is appropriate for public art:

- Can the public easily view and engage with the art?
- Is there safe pedestrian access to the work, if appropriate?
- Can the site be easily maintained so that the artwork does not have to compete with an unkempt environment?
- Does the site fully support the artwork being proposed?
- Are other amenities needed such as signage, seating, or lighting?
- Does the site provide an environment conducive to connecting with the artwork?

The following list of sites most appropriate for public art in Sherwood was generated through public input via this planning process:

		NUMBER of responses	PERCENTAGE of total
1	PARKS AND TRAILS Including the new Skate Park.	16	21%
2	OLD TOWN	13	17%
3	GATEWAYS Including along Highway 99W.	11	14%
4	CANNERY SQUARE	8	10%
5	BY CENTER FOR THE ARTS Including vacant lot.	8	10%
6	2ND & WASHINGTON LOT Former schoolhouse site.	7	10%
7	SCHOOLS	6	8%
8	ROUNDABOUTS	5	6%
9	LIBRARY	3	4%
		77	100%



CONCLUSION

Opportunities abound for public art in Sherwood. Our community is strong, and we care deeply about culture, and heritage, and livability.

We are in an exciting stage of growth and renewal in Sherwood – the Cedar Creek Trail, Old Town development, potential pedestrian bridge, Sherwood West development, and the Tonquin Employment Area; all new growth creates opportunities for both siting and funding public art.

The Cultural Arts Commission is committed to imagining possibilities and pursuing opportunities for public art, ensuring that art and creativity are woven into the fabric of the city.

Working in partnership with businesses, neighborhoods, city planners, and citizens, we look forward to building upon this vision of vibrant shared public spaces.

PICTURED PUBLIC ART

- [1] *Swing Time* by Aiko Nakano and Howeler & Toon Architecture in Boston, MA
- [2] *Intrude* by Amanda Parer in Pinecrest, FL
- [3] *Giant Chair* by Henry Bruce in Dartmoor, England
- [4] *Cross Stitch Street Art* by Raquel Rodrigo in Spain
- [5] *Mud Maid* by Sue and Pete Hill in Lost Gardens of Heligan, UK
- [6] *The Statue of the Little Woodcutter* by Anonymous in Amsterdam
- [7] *Firenze Funky* by Ememem in Lyon, France
- [8] *The Cleo* by Kelsey Montague in Nashville, TN
- [9] *Face of the City: Tara* by Dan Bergeron in Toronto, Canada
- [10] *Parts Per Million* by Benjamin Volta in Philadelphia, PA
- [11] *Leuchtturm* by Ail Hwang, Hae-Ryaan Jeon and Ghung Ki Park in Münster, Germany
- [12] *Street Art* by Roadsworth in Montreal, Canada
- [13] *Head Over Heels* by Patrick Dougherty in Hillsboro, OR
- [14] *Unnamed* by Peregrine Church of Rainworks in Seattle, WA
- [15] *Storm Drain Art Project* by Michael Cole in Newport, OR
- [16] *Utility Box* by Christine Pacheco in Hayward, CA
- [17] *Jump Rope Girl* by Tom Bob in New York, NY
- [18] *Theory of Time* by DAKU in Panjim, Goa
- [19] *Time Changes Everything* by DAKU in India
- [20] *Moving Memories* by R.D. Phares in collaboration with colab studio llc. in Phoenix, AZ
- [21] *Bedazzling Light Show* by Jim Sanborn in Houston, TX
- [22] *Cirkelbroen* by Olafur Eliasson in Copenhagen, Denmark

APPENDIX A

PUBLIC ART RESOURCES

State Funding Resources

- Oregon Arts Commission – technical assistance and grants
- Oregon Cultural Trust – grants
- Regional Arts and Culture Council – public art policies, procedures, artist roster, grants
- Oregon Department of Transportation
- Oregon Community Foundation – resources, grants
- Travel Oregon – technical assistance, grants
- Tualatin Valley Creates – local resources, workshops
- Reser Family Foundation – grants program
- Washington County Visitors Association – grants
- METRO Community Placemaking Grants
- Business Oregon – grants, tourism, industry support, resources
- Community Enhancement Program (Sherwood)
- Ford Family Foundation's Visual Arts Program – public art acquisition grants
- Cultural Coalition of Washington County – grants and resources
- Oregon Main Street Network

National Resources

- National Endowment for the Arts – grants, best practices, resources
- ArtPlace America – grants, best practices, resources including the National Creative Placemaking Fund
- Americans for the Arts Public Art Network (PAN) and the Public Art Resource Center – policies, procedures, best practices
- Bloomberg Public Art Challenge – grants
- Main Street America – resources, grants, partnerships

APPENDIX B

1. Parks and Trails
2. Old Town
3. Gateways (including along 99W)
4. Cannery Square
5. By Center for the Arts (including vacant lot)
6. Vacant schoolhouse lot (2nd and Washington)
7. Schools
8. Roundabouts
9. Landmarks

Resolution 2021-068, Exhibit A

August 3, 2021

Page 22 of 23

APPENDIX C

WASHINGTON COUNTY CITIES WITH PUBLIC ART PROGRAM:

Beaverton
Forest Grove
Hillsboro
Lake Oswego
North Plains
Portland
Tigard
Tualatin
Wilsonville

WASHINGTON COUNTY CITIES WITHOUT PUBLIC ART PROGRAM:

Banks
Cornelius
Durham
Gaston
King City
Sherwood

APPENDIX D

The Americans for the Arts Economic and Prosperity 5 Study (AEP5) is Americans for the Arts' fifth economic impact study of the nation's nonprofit arts and cultural organizations and their audiences. It is the most comprehensive study of its kind- measuring direct, indirect, and induced economic impact from the arts- as well as the economic impact of cultural tourism.

Results for both the State of Oregon and Washington County can be found here:

<https://www.americansforthearts.org/by-program/reports-and-data/research-studies-publications/arts-economic-prosperity-5/use/map-of-study-partners>

APPENDIX E

Questions asked by consultant Bill Flood to citizens and stakeholders:

- Why is public art important for Sherwood? What should it do/accomplish?
- Would you name three things that are most significant to you about Sherwood?
- What do you want to express about Sherwood through public art? How can public art communicate your vision of Sherwood?
- Can you give an example of SUCCESSFUL public art...in Sherwood, nearby, or elsewhere? Why is it successful?
- Can you give an example of UNSUCCESSFUL public art?
- What strengths/assets of Sherwood can be utilized/supported in the development of public art?
- What are the barriers/challenges facing development of public art?
- What are the broader Sherwood community development goals that we should connect public art with?
- Where are the sites/locations that are ripe for public art?
- Who are the key organizations, groups, people that should be key to public art development?
- Do you have suggestions for how to fund public art?
- What ONE THING would make this public art plan successful for you?
- How would you like to be involved?
- What else will help us develop this public art plan?

APPENDIX F

The Visual Artists Rights Act of 1990 [VARA] - 17, U.S.C. § 106A is a United States law protecting artists' rights. For the first time federal law recognized an artist's moral rights in his/her works of art beyond traditional property law.

WHAT IS "a work of visual art"?

There are essentially two legal regimes that define a "work of visual art" - VARA and US copyright law. In Sec. 602. a "work of visual art" defined as follows:

(1) a painting, drawing, print, or sculpture, existing in a single copy, in a limited edition of 200 copies or fewer that are signed and consecutively numbered by the author, or, in the case of a sculpture, in multiple cast, carved, or fabricated sculptures of 200 or fewer that are consecutively numbered by the author and bear the signature or other identifying mark of the author; or

(2) a still photographic image produced for exhibition purposes only, existing in a single copy that is signed by the author, or in a limited edition of 200 copies or fewer that are signed and consecutively numbered by the author.

<https://www.oregonvla.org/blog/2017/3/3/the-visual-artists-rights-act-vara>

TO: Sherwood City Council

FROM: Chanda Hall, Center for the Arts Manager
Through: Kristen Switzer, City Manager Pro Tem and Josh Soper, City Attorney

SUBJECT: Resolution 2021-069, Approving the Sherwood Murals Plan

Issue:

Should the Council approve the Sherwood Murals Plan as recommended by the Cultural Arts Commission?

Background:

The City of Sherwood set a Public Art Plan in motion in 2017, working with a public art consultant. There has been specific interest in murals in Sherwood, and the Murals Plan was developed in order to provide a guide and an actionable way forward to bring murals to Sherwood. The Murals Plan contains details and logistics specific to murals and is part of the overall Public Art Plan.

The Cultural Arts Commission and City staff consulted with other established city murals programs to write the Sherwood Murals Plan. It was shared with City Council and clarifying language was added in consultation with the City Attorney.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2021-069, Approving the Sherwood Murals Plan.



RESOLUTION 2021-069

APPROVING THE SHERWOOD MURALS PLAN

WHEREAS, the City of Sherwood understands the value that public art murals can bring to the city; and

WHEREAS, the Sherwood Murals Plan as written by the Cultural Arts Commission and City staff is part of the plan for public art in the City of Sherwood; and

WHEREAS, at its work session on July 20, 2021, the Sherwood City Council reviewed the proposed Sherwood Murals Plan as prepared by the Cultural Arts Commission; and

WHEREAS, the Cultural Arts Commission recommends the adoption and approval of the Murals Plan; and

WHEREAS, the Murals Plan needs to be adopted and approved in order to implement public art murals;

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

Section 1. The Sherwood City Council hereby approves and adopts the Sherwood Murals Plan, attached hereto as Exhibit A.

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

Duly passed by the City Council this 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

SHERWOOD PUBLIC ART
MURALS
P L A N



SHERWOOD MURALS PLAN

The Sherwood Murals program is part of the new plan for public art in the City of Sherwood, and is administered by the Cultural Arts Commission and City staff.

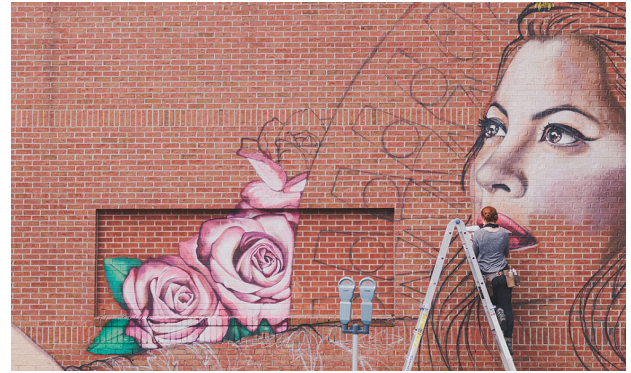
The Sherwood Cultural Arts Commission completed writing the Public Art Master Plan in 2020, creating a path forward for public art. This document lays out the plan for public art **murals** in Sherwood.

A mural is defined as a painting, mosaic, or bas-relief that is applied directly to a wall and is visible from the public right-of-way.

Murals are a part of the City's public art collection and will be located on public property—either publicly owned buildings, or privately owned buildings where the City has obtained a public art easement from the property owner. All murals will be listed as part of the City's public art collection on the City's website and incorporated into the City's Cultural Walking Tour. Each mural will also include a plaque indicating that it is a publicly funded part of the City's art collection.

The City, acting through the Cultural Arts Commission, may commission mural designs and seek out locations of its own initiative, or may use a variety of processes to solicit ideas from the public for mural designs and locations, including calls for art, partnering with various organizations, or similar. Ideas for mural designs and mural locations are reviewed by the Cultural Arts Commission, the body responsible for overseeing Sherwood's Public Art Program, with support from the Manager of the Sherwood Center for the Arts. The Arts Commission makes recommendations to City Council regarding the installation of murals; all recommendations must be approved by City Council prior to installation.

Arts Commissioners go through an application process and serve for a designated term. They are citizens of Sherwood who bring a diversity of backgrounds and expertise to their positions, and they are committed to promoting arts and culture in our city. All Cultural Arts Commission meetings are open to the public.



Sarah C. Rutherford, painting one of the murals in the "Her Voice Carries" art project. (Lives Styled photo / Hannah Betts)



Interactive mural in Tauranga, New Zealand painted by Millie Newitt and Tara Fowler



Walt Whitman mural in Fort Wayne, Indiana by Tim Parsley

WHO CAN SUBMIT AN IDEA FOR A MURAL?

Anyone can submit an idea for a mural design or location to the Commission—including individual artists or a group of artists, a building owner, a business owner, a non-profit organization, a citizen or citizen group, or a neighborhood association--by emailing CulturalArtsCommission@sherwoodoregon.gov or attending a Commission meeting.

MURAL CRITERIA

The Commission will use the following criteria when developing or evaluating mural designs and locations, and when making a recommendation to install a new mural:

Accessibility: is viewable by the public;

Artist Quality: strength of the artist's concept and demonstrated craftsmanship;

Context: architectural, geographical, socio-cultural and historical;

Feasibility: budget, timeline, experience level of those involved;

Permanence: will last a minimum of five years, resistance to vandalism and weather;

Scale: appropriateness of scale to the surrounding neighborhoods;

Technical proficiency: technical skills and artistic experience of the artist.

Suitability: demonstrates community support and reflects community values

The Cultural Arts Commission is committed to promoting equal opportunities for all, and encourages individuals and organizations from all backgrounds and experience levels to submit ideas. All artistic styles are welcome.

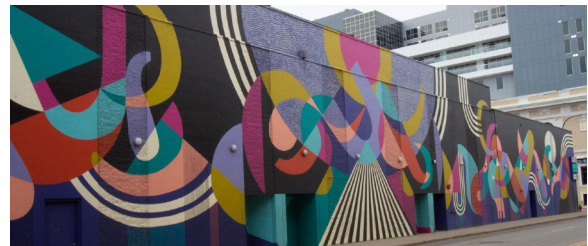
MURAL REQUIREMENTS

When making a recommendation to install a new mural, the Commission will ensure that the installation will:

- Use media that ensures mural longevity and durability;
- Paint on a surface and structure that is stable and ready (or will be stable and ready) for painting;
- Use current murals standard, high-quality anti-graffiti/UV coating on the finished mural that provides resistance to weather and vandalism;
- Create a mural that is accessible to the public for viewing;
- Include a maintenance plan for proper long-term care of the artwork.



Garden-themed mural in Pittsburgh, Pennsylvania by Ashley Hodder



Noodle-in-the-Northern-Lights Mural in Buffalo, New York

MURAL PROPOSAL PROCESS

Mural idea submissions do not need to address all aspects of a complete mural; the Commission welcomes ideas for designs without a particular location, or locations without a particular design, for example. However, the Commission encourages motivated individuals and organizations to use the following mural proposal process in order to fully develop an idea to include all necessary components (design, location, installation and maintenance plan, etc.) and increase the likelihood of a successful outcome.

1. Meet with the Arts Center Manager for initial review and discussion, including design, location, funding, and maintenance.
2. Submit Public Art Mural Proposal (see pgs. 6-9)
3. Arts Center Manager works with other City staff to confirm that there are no outstanding issues with City of Sherwood codes.
4. The proposer is invited to meet with the Cultural Arts Commission at the next available meeting. A notice is sent to neighboring property and business owners, inviting them to this public meeting. Public comment will be taken.
5. The Cultural Arts Commission reviews the proposal based upon adopted criteria for public art murals (see pg. 2) and determines whether or not to move forward with a recommendation to City Council. In the case that the Commission decides to not move forward with a recommendation of a proposed mural, staff will communicate to the proposer the reasons for this decision. The proposer is encouraged to address these concerns and submit a revised proposal.
6. The Cultural Arts Commission makes a recommendation to City Council for the installation of the proposed mural.
7. If City Council approves the recommendation, the proposer is notified and coordination with all other necessary parties begins (the mural artist, building owner, etc.). If the mural is to be located on a building that is not owned by the City, this will include the building owner providing a signed Art Easement Agreement which is filed with the City. It will also include the artist signing a General VARA Waiver form for visual artists (pg. 5).
8. Artist begins painting mural. Industry standard anti-graffiti/UV coating is applied.
9. Center for the Arts Manager and chair of the Cultural Arts Commission are notified of completion of the mural.

Project completion is celebrated, and the process is documented by City staff.



Discover the Charm Mural in Leesburg, Virginia by Sagetophia

FUNDING

The City is committed to public funding for the arts, including this murals program. The Cultural Arts Commission will ensure sufficient funding is available both for the initial installation and for ongoing maintenance prior to installing any new mural. This funding may vary from project to project, but public funds will always be part of the total funding package. Other sources of funding may include private individuals, businesses, community groups, and grants from other government agencies or organizations. Contact the Arts Center Manager for more information on funding options.

A Public Art Fund Development committee is being formed, made up of engaged citizens, Arts Commissioners, and business owners. This committee is dedicated to identifying funding sources and avenues to invest in murals and other public art projects, leading to a more vibrant, livable city.

Special Acknowledgements:

The City of Sherwood and the Cultural Arts Commission would like to recognize and thank the Regional Arts and Culture Council (RACC), Hillsboro Arts and Culture Council, and the Beaverton Murals Program for their guidance, assistance and modeling of how to set up a murals program.



Display at Art Walk in Sherwood, Oregon by Lori Rome

FUNDING AVAILABILITY

General VARA Waiver for Works of Visual Art (MURAL)

I, _____ (print name), “Artist,” hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, “VARA”), and any other rights of the same nature granted by other federal, state or foreign laws. Artist acknowledges that his/her work of art is a mural, which by its nature will be on the façade of a building subject to the rigors of Oregon weather. Artist further acknowledges that any mural created may be destroyed, either by weather or a necessity otherwise occasioned, which requires its removal from the building. Artist further acknowledges that the City of Sherwood, or anyone duly authorized by the City of Sherwood, may have cause to remove said mural when to do so is determined to be in the best interest of the City. Therefore, of his/her own free act, Artist hereby waives his/her VARA rights with respect to the uses specified below by The City of Sherwood, or anyone duly authorized by the City of Sherwood, for the following work(s) of visual art:

MURAL ENTITLED: _____

MEDIUM: _____

SPECIFIED USES: Artistic enhancement of a structure at (street address)

_____ Signature of Artist

_____ Printed Name of the Artist

_____ Date

PUBLIC ART MURAL PROPOSAL

Proposer information:

Name of proposer

Name of contact person

Email address

Website

Mailing address

City/zip code

Phone number

Artist information:

Name of lead artist

Email address

Website

Mailing address of artist

City/State/zip code

Phone number

Names of other participating artists

Names of other participating artists

Location information:

Proposed mural location--building or business name

Street address or intersection

Property owner's name

Email address

Property owner's phone

Business owner's name

Project start date

Completion date

Briefly describe the site of the mural, including the size of the mural in relation to the actual wall size, direction the mural will face, and visibility to the public:

Please provide a color image of the proposed mural, with dimensions and placement on the wall; affix below in this space:

Briefly describe the physical condition of the proposed mural wall (concrete, wood, brick, cracks, leaks, etc.):

Describe the individual, group, or organization submitting this mural proposal:

Specify the type of paint or other materials to be used; include information about the material's durability, longevity, and toxicity:

Will scaffolding, lifts, or ladders be used during the painting or installation process? Please include a plan for maintaining access to sidewalks, streets, and businesses, and insuring the safety of the public and the artists.

Attachments:

- Attach any letters of support from community members, property owner and/or surrounding businesses.
 - Attach a resume/CV and bio of the lead artist, and highlight the lead artist's experience working as a muralist.
 - Mural project budget: please attach a budget showing income (any grants, donations, in-kind contributions) and expenses (materials, artist fee, equipment rental, etc.).
 - Attach a plan for maintenance of the mural and applicable surroundings.
-

Proposer Certification:

I, as the public art mural proposer, certify that the information and materials provided herein are correct and true to the best of my knowledge, and I have read, understand, and will abide by the Sherwood Public Art Murals guidelines.

Signature_____
Name (print)_____
Date_____
Email/phone number**Property Owner Certification:**

I certify that I am the owner of the location proposed for installation of the proposed mural. I further certify that I have read, understand, and will abide by the Sherwood Public Art Murals guidelines, and I give permission for the placement of the mural as presented in the application.

Signature_____
Name (print)_____
Date_____
Email/phone number**Confirmation of Maintenance Responsibility:**

I agree to maintain the mural as required by the Sherwood Public Art Murals Program for five (5) years. The artist, City staff, and I have a written plan for maintenance and care of the mural. I understand that the City of Sherwood requires an anti-graffiti coating be applied to the completed mural to help abate graffiti and vandalism, as well as a protective UV coating. The area around the mural must be maintained in a manner that does not impede public enjoyment or viewing of the artwork. If the artwork is not maintained or falls into disrepair, the City may order it to be removed at my expense. After five years, I may remove the mural or continue with its upkeep and maintenance. If performing maintenance, I will comply with any relevant provisions of Sherwood Municipal Code (Chapter 12, Streets, Sidewalk and Public Spaces--if blocking the sidewalk or encroaching into the public right-of-way for a period of time, one might need to obtain a ROW permit).

Signature_____
Name (print)_____
Date_____
Email/phone number_____
Relationship to the project (artist, property owner, business owner, property manager, original applicant)

Submit materials to: Cultural Arts Commission, c/o Sherwood Center for the Arts
22689 SW Pine Street, Sherwood, OR 97140

Contact: Chanda Hall, Center for the Arts Manager, hallc@sherwoodoregon.gov, 503.625.4261

TO: Sherwood City Council

FROM: Chanda Hall, Center for the Arts Manager
Through: Kristen Switzer, City Manager Pro Tem and Josh Soper, City Attorney

SUBJECT: Resolution 2021-070, Approving a Community Enhancement Grant-funded Mural at Symposium

Issue:

Should the Council approve a proposed mural to be located in Old Town at Symposium?

Background:

City staff and the Cultural Arts Commission are excited to bring forward this proposal for the installation of the first mural in Sherwood under the City's new Murals Plan.

The City approved a Community Enhancement Grant on March 3, 2020 in partnership with Sherwood Main Street to fund the installation of a new public art mural in Old Town. Symposium has offered the west-facing wall of its building as a location for the mural pursuant to a Public Art Easement. Sherwood Main Street has secured a professional artist and completed the Sherwood Murals proposal form specified in the Murals Plan. The Cultural Arts Commission reviewed the proposal on July 26, 2021 and recommended its approval. In accordance with the Murals Plan, the final decision regarding installation of a mural in Sherwood is to be made by City Council.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2021-070, Approving a Community Enhancement Program Grant-funded Mural at Symposium.



RESOLUTION 2021-070

**APPROVING A COMMUNITY ENHANCEMENT GRANT-FUNDED
MURAL AT SYMPOSIUM**

WHEREAS, the City approved a Community Enhancement Grant on March 3, 2020 in partnership with Sherwood Main Street to fund the installation of a public art mural in Old Town; and

WHEREAS, Symposium has offered the west-facing wall of its building as a location for the mural pursuant to a Public Art Easement; and

WHEREAS, Sherwood Main Street has secured a professional artist and completed the Sherwood Murals proposal form as specified in the Murals Plan; and

WHEREAS, the Cultural Arts Commission reviewed the proposal on July 26, 2021 and recommended its approval; and

WHEREAS, in accordance with the City's Murals Plan, the final decision regarding installation of a mural in Sherwood is to be made by City Council;

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

Section 1. The Sherwood City Council hereby approves the installation of a mural substantially conforming to the description in the mural proposal attached hereto as Exhibit A.

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

Duly passed by the City Council this 3rd day of August 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

FUNDING AVAILABILITY**General VARA Waiver for Works of Visual Art (MURAL)**

I, Angelina Marino-Heidel (print name), "Artist," hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), and any other rights of the same nature granted by other federal, state or foreign laws. Artist acknowledges that his/her work of art is a mural, which by its nature will be on the façade of a building subject to the rigors of Oregon weather. Artist further acknowledges that any mural created may be destroyed, either by weather or a necessity otherwise occasioned, which requires its removal from the building. Artist further acknowledges that the City of Sherwood, or anyone duly authorized by the City of Sherwood, may have cause to remove said mural when to do so is determined to be in the best interest of the City. Therefore, of his/her own free act, Artist hereby waives his/her VARA rights with respect to the uses specified below by The City of Sherwood, or anyone duly authorized by the City of Sherwood, for the following work(s) of visual art:

MURAL ENTITLED: Sherwood History and Transportation

MEDIUM: Painted Mural

SPECIFIED USES: Artistic enhancement of a structure at (street address)

Angelina Marino-Heidel

Signature of Artist

Angelina Marino-Heidel

Printed Name of the Artist

07-26-2021

Date

SHERWOOD PUBLIC ART MURALS PLAN

PUBLIC ART MURAL PROPOSAL**Proposer information:****Sherwood Main Street**

Name of proposer

Gregg Jacot

Name of contact person

jacot20@yahoo.com

Email address

oldtownsherwood.org

Website

PO Box 262

Mailing address

Sherwood 97140

City/zip code

503 502-6419

Phone number

Artist information:**Angelina Marino-Heidel**

Name of lead artist

Angelina@artspa.us

Email address

artspa.us

Website

7331 SW Barbur Blvd

Mailing address of artist

Portland OR 97219

City/State/zip code

503 381-8614

Phone number

Joel Heidel

Names of other participating artists

Names of other participating artists

Property information:

Symposium Coffee

Proposed mural location--building or business name

22461 SW Pine Street and 1st Street

Street address or intersection

Kevin and Amanda Bates

Property owner's name

Amanda@resonatecc.com

Email address

Kevin and Amanda Bates

Business owner's name

Property owner's phone

7/1/2021

Project start date

9/1/2021

Completion date

Briefly describe the site of the mural, including the size of the mural in relation to the actual wall size, direction the mural will face, and visibility to the public:

Mural will be on northwest wall (drive-thru wall) and will cover entire wall, approx. 450 sq feet. The mural will be visible to all south-bound traffic on pine street including pedestrian and alley-way traffic.

Please provide a color image of the proposed mural, with dimensions and placement on the wall; affix below in this space:



SHERWOOD PUBLIC ART MURALS PLAN

Briefly describe the physical condition of the proposed mural wall (concrete, wood, brick, cracks, leaks, etc.):

Hardy Plank – sound condition for mural

Describe the sponsoring organization or community group behind the mural:

Sherwood Main Street and City of Sherwood CEP Grant

Specify the type of paint or other materials to be used; include information about the material's durability, longevity, and toxicity:

See Attached Sheets

Nova Acrylic polymer medium

Will you be using scaffolding, lifts, or ladders during the painting or installation process? Please include a plan for maintaining access to sidewalks, streets, and businesses, and insuring the safety of the public and the artists.

No alley access blockages will be needed; alley will remain open. Painting area will be taped and will use cones/Stantions during work. Ladders and scaffolding will be used by artist and painters. Artist liability insurance attached.

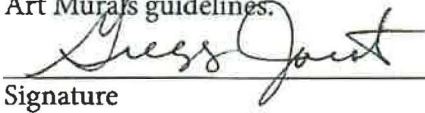
Attachments:

- Attach any letters of support from community members, property owner and/or surrounding businesses.
- Attach a resume/CV and bio of the lead artist, and highlight the lead artist's experience working as a muralist.
- Mural project budget: please attach a budget showing income (any grants, donations, in-kind contributions) and expenses (materials, artist fee, equipment rental, etc.).
- Attach a plan for maintenance of the mural and applicable surroundings.

SHERWOOD PUBLIC ART MURALS PLAN

Proposer Certification:

I, as the public art mural proposer, certify that the information and materials provided herein are correct and true to the best of my knowledge, and I have read, understand, and will abide by the Sherwood Public Art Murals guidelines.


Signature

Gregg Jacot

Name (print)

7/26/21

Date

jacot20@yahoo.com

Email/phone number

Property Owner Certification:

I certify that I am the owner of the location proposed for installation of the proposed mural. I further certify that I have read, understand, and will abide by the Sherwood Public Art Murals guidelines, and I give permission for the placement of the mural as presented in the application.


Signature

Amanda Bates

Name (print)

7/26/21

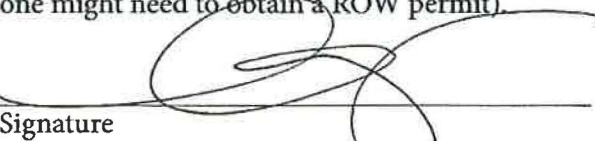
Date

Amanda@symposiumcoffee.com 503 915-3060

Email/phone number

Confirmation of Maintenance Responsibility:

I agree to maintain the mural as required by the Sherwood Public Art Murals Program for five (5) years. The artist, City staff, and I have a written plan for maintenance and care of the mural. I understand that the City of Sherwood requires an anti-graffiti coating be applied to the completed mural to help abate graffiti and vandalism, as well as a protective UV coating. The area around the mural must be maintained in a manner that does not impede public enjoyment or viewing of the artwork. If the artwork is not maintained or falls into disrepair, the City may order it to be removed at my expense. After five years, I may remove the mural or continue with its upkeep and maintenance. If performing maintenance, I will comply with any relevant provisions of Sherwood Municipal Code (Chapter 12, Streets, Sidewalk and Public Spaces--if blocking the sidewalk or encroaching into the public right-of-way for a period of time, one might need to obtain a ROW permit).


Signature

Amanda Bates

Name (print)

7.26.21

Date

Amanda@symposiumcoffee.com 503 915-3060

Email/phone number

Property Owner

Relationship to the project (artist, property owner, business owner, property manager, original applicant)

Submit materials to: Cultural Arts Commission, c/o Sherwood Center for the Arts
22689 SW Pine Street, Sherwood, OR 97140

Contact: Chanda Hall, Center for the Arts Manager, hallc@sherwoodoregon.gov, 503.625.4261

SHERWOOD PUBLIC ART MURALS PLAN

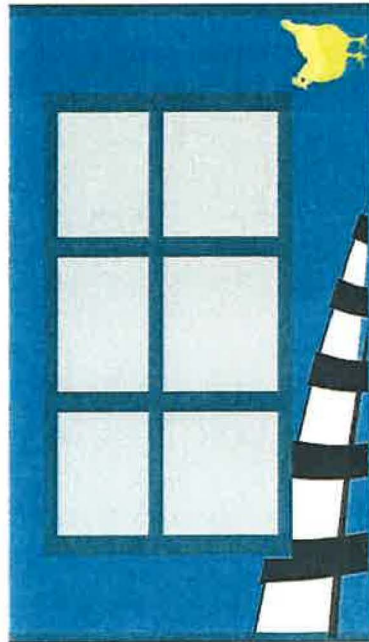
Sherwood Old Town Mural

History and Transportation

Marino Heidel Studios
 MarinoHeidelStudios.com
 Angelina@Artspa.us
 503-381-8614



Note: Building side to be prepared and primed by the community with self priming teal colored paint "Acullite" by Miller paint. The window trim should be repainted a darker teal.



copyright 2021 Marino Heidel

Sherwood Old Town Mural

History and Transportation

Design Influences
Marino Heidel Studios
503-381-8614



In 1885, J.C Smock granted the railroad the right-of-way through his property. The railroad fronts Sherwoods Old Town District. The railroad is an important element in Sherwood and has importance to me. My great grandmother, who came across on Prairie Schooners on the Oregon trail, met with winter near the Idaho border. Unlike the stories of many pioneers or "immigrants" as my grandmother Amelia Hampton referred to themselves as in her diaries, they had enough funds to avoid winters harsh reality of loading up children and gear (perhaps even a goat) taking the last foot of their journey to Portland, and then later on to Dallas, OR in the Willamette Valley. They arrived in the 1880's and very likely traveled through Sherwood.



In the mural design, the tracks tie the site and concept of the mural together in a lyrical way and also provides the sense of growth and a sort of visual timeline. The train itself being established in the 1800's, automobile styles that cross decades, dates and numbers, all add to this.



The completion of Interstate 5 replaced the need for U.S. 99, and in 1971 the highway was decommissioned and renumbered as Oregon Route 99. The mural tells a bit about Sherwood history, an includes references to transportation.



The Sherwood Classic & Custom Car Show, started 29 years ago. Ties into history of Sherwood an rferences an occasion that provides a fabulous public event for the community.



Goats were loaded onto the railroad cars in the old days. Goats are still raised by area farmers. Beyond adding a light hearted element to the mural, goats are part of my family history. My grandparents, my father and his siblings raised goats during the depression and for many years after. Money being short, they lived off the land and were able to sustain their eight children on goat milk and goat cheese that they cured in a shack over a fresh water spring. Tales of the family tell that Daisy, my grandmother, won first prize at the county fair with her cheese.

Marino Heidel Studios

Enriching Community through Art and Place Making

MarinoHeidelStudios.com ARTSpokane, @MarinoHeidelARTSpokane, 503-381-8614

PUBLIC ART: MURALS, SCULPTURE

Artist Team: Angelina Marino-Heidel, Joel Heidel *community outreach

2020 City of Raleigh, NC, *Verses | NC Poet Laureates Walk*, 10 stations, installation in 2023

2020 Digital Murals, *Neighbors*, Kaiser Permanente, OR, 7.5' x 55', 7.5' x 24', 22' x 33'; Large format printing

2019 Mural, *Stitching Time Quilting Cultures*, City of Florence, OR, 157' x 25'

2018 Sculpture, *Journey Home*, City of Auburn, WA Parks and Recreation, Arts Council, 84" x 48" x 72"

2018 Eighteen Steel Panels/Green Screen Trellis, *Wind and Water Myths*, Seeds Seattle, WA; 36" x 36"

2018 Sculptural Screen, *Paths of water and Earth*; City of Hood River; 10' x 8' x 6" and (2) 4' x 5'

2017 Sculpture, *Walk About*, Happy Valley City Hall

2017 Sculpture, City of McMinnville, OR; Sculpture: Painted direct metal sculpture 96" x 12" x 24"

2017 Mural, *Bloom* on ACM panels; 5' x 12'; Saint Francis Park Affordable Housing; Portland, OR

2017 Mural, *Ethnouns* on ACM panels; 8' x 28'; Alaska state 1st for art, Romig Middle School, Anchorage

2015 Sculpture, *Leaping Forward*, City Hall, City of Molalla, OR; Sculptural Bike Racks: Powder coated steel

2015 Mural, *Fabric of Nature and Industry*, UMass Dartmouth; Mural on panels; 13' x 47'

2015 Sculpture, *History and Nature of Molalla*, Bike Rack Plaza City of Molalla, OR; Sculptural Bike Racks; Powder coated steel 2015 Sculpture, *Fish Ladder*, City of Estacada, OR; Sculptural Bike Racks; Powder coated steel, 38" x 21" x 3" Budget: Partners: Estacada Design; Site Specific

2015 Sculpture, *Journey Home*, Lake Oswego, OR; Gallery without Walls; Sculpture; 84" x 48" x 72"

2014 Sculptural Suite, *Life Cycles*, City of Estacada, OR; Bike Racks; Powder coated steel, glass; 96" x 60" x 288"

2014 Mural, *Bird Child Travels through History*, Shute Library, Hillsboro, OR; Interior Mural; 48" x 252" - \$5,500

2013 Sculpture, *Accessing Knowledge*, County of Clackamas, OR; Painted metal sculpture and signage; 108 x 144" x 72"

2013 Sculpture, *Tree of Life*; City of Napa, CA; Painted direct metal sculpture: 72" x 34" x 30"

2013 Sculpture, *Unity*, Puyallup, WA; Arts Downtown; Cold forged steel; Dimensions: 57' X 12" X 12'

2013 Sculpture, *E MC2*, Puyallup, WA; direct metal sculpture

2012 Mural, *Walking is a Way of Being Free*, Beaverton City Hall Stairwell; City of Beaverton, OR; poem by Tim Barnes, acrylic on interior wall; 144" x 96"

*2012 Mural, *Reading Garden*, Portland, OR; acrylic, exterior panels; community involvement

2012 Mural, *Snapshots of a Neighborhood*, Gateway Mural; Portland, OR; exterior wall; 500 sq. ft.

2011 *Hillsdale History of Land Use*, Mural; RACC, City of Portland, OR; exterior wall 932 sq. ft.

2011 Mural, *Zest of Life*, Mural; Office of Neighborhood Involvement; Portland, OR; exterior mural on panels, 160 sq. ft. 2011 Aluminum Kinetic Banner, *River Workers*, kinetic street banner; City of St. Helens, OR; 24" x 72" *2010-11 Mural, *School of Outdoor Learning*; City of Beaverton, OR; exterior, 1200 sq. ft.

*2009 Mural, *Plaza Del Sol*, Terra-Mural; City of Gresham, Office of Sustainability/Urban Renewal 14,000 sq. ft.

ROSTERS 2018-2021 Sacramento, CA Public Artist Roster; Indianapolis Pre-qualified Mural Roster; 20117-2020 Seattle, WA, Public Art Roster; 2016 -2018 Oregon Arts Commission Public Art; 2015-2016 Palo Alto pre-qualified artist roster; 2015-2017 Baltimore MD Muralist Roster; 2014-2020 Regional Arts and Culture Council Muralist Roster and Public Art, Portland, OR; 2014 Portland Open Studios, Portland, OR; 2015 Public Art Archives; 2014 Coos Bay Maritime Historical Museum, Coos Bay, OR; 2009 -2014 Sculpture, Painting, Murals Roster; Nine Dots Data Base, Denver; 2018 -2021 Southern Arizona

PROFESSIONAL DEVELOPMENT and COMMUNITY ENGAGEMENT 2014 -2015 Portland Open Studios

2014 Featured Presenter, Public Murals, Illustration and Stafford Book project; Women's Coalition of Lake Oswego, OR; Lake Oswego Library; Stayton Library, Stayton, OR

2010 Teaching Artist: *What is Fun? Mural*; two week course with fifty plus K-5 students; Sun program for underserved youths; Kelley-Clinton grade school, Portland, OR

2009 -2012 Delegate; Creative Congress of Oregon

2012 Founder, ReImagInation PDX, Writers and Artists Collaboration, Portland, OR

Resolution 2021-070, Exhibit A Murals, Public Art and Community Participation; Community Built Symposium, Portland, OR August 3, 2021
Main Street; collaboration with neighborhood agency design team; gateway mural project

2009 Public Paint Site Co-coordinator (and lead artist): "Plaza del Sol" (over 200 volunteers); Gresham, OR
 Course Development/Teaching Artist: fifty students; Clinton Kelly Sun Program/NW Impact;
 Portland, OR 2009 Student: Indigenous pottery workshop; BSC, MX
 Participant; City of Beaverton Civic Arts Plan Symposium; Beaverton, OR
 2008 Participant: Public Art Symposium; OAC: Nike Campus; Beaverton, OR
 2002 Teaching Artist; *Where's Your Habit*-at mural/billboard; Orlo, Metropolitan Learning Center: Portland, OR
 2001 Teaching Artist; ESL Mural Program; PCC SE 82nd Ave.; Portland, OR
 1998 Course Development/Teaching Artist; *Reconstruction Mural "Urban Change"*; 6 month program; Upfront
 Adjudicated Youth

HONORS 2018 - 2014 Public Art Archives

2018 JAMS, Publication for excellence in contemporary metal design, international
 2017 Artist selection committee, TriMet, Portland, Oregon and surrounding cities
 2017 Artist selection committee, Regional Arts and Culture Council, Tri-Counties, Portland, OR
 Endorsement, Governor Kitzhaber; *Everyone Out Here Knows*, illustrations-book design;
 Author: William Stafford 2013 Pavilion of the States, National Book Festival; 32 Great Reads, Washington, DC
 2013-14 Oregon Reads Selection, Oregon Library Association; *Everyone Out Here Knows*
 *2012 SWNI Grant; Hillsdale Gateway Mural, Portland, OR
 *2012 SE Uplift Grant; Reading Garden Mural, Portland, OR
 2011 Blue Ribbon: *The Language of Sculpture*; Festival of Arts Special Show, Lake Oswego, OR
 *2011 Grants: Regional Arts and Culture Council, Portland, OR; Swini; Wikelund; History of Hillsdale Mural, Portland, OR
 *2010 Grants: Beaverton Arts Commission, Beaverton, OR; Wikelund Fund;
School of Outdoor Learning Mural, Beaverton, OR
 2009 Publicly Recognized, City of Gresham, OR; *Plaza Del Sol*
 *2008 Grants: RACC, Oni; *Neighborhood in Motion Mural*
 2007 Leadership Certificate: Lake Oswego Chamber of Commerce
 *2006 Grant: RACC; *Life in the Inner City Mural*
 *1999 Leadership Certificate: Our United Villages and Out Front House, Adjudicated Youths Mural, 1998
 1998 Grant: Belmont Business District; *Community Crossroads Mural*, Portland, OR, 1998

PARTNERS - COMPLETED PROJECTS Lee Wynn Architects (Coffee People stores throughout Oregon) David Warf (Shute
 Park Library, Hillsboro Oregon), Marvin Witt Architecture (Architectural Screen), Landscape Architect Steven Shibely
 Fertile Ground (Life Cycles, Estacada, OR Bike Plaza) and Peggy Sullivan Landscape Designer, Engineer Hugh Lie,
 Master Plan Committee (Fabric of Nature and Industry, UMass); Hillsboro, Arts and Culture Council, Regional Arts and
 Culture Council (Portland, OR), Clackamas County Arts Alliance, Office of Urban Renewal (Gresham, OR), Napa Arts
 and Culture (Napa, CA), City of Gresham Urban Renewal; Hillsdale Design Team, Estacada Design Team; Neighborhood
 Associations: Roseway, SWINI, Belmont, Uplift, Rockwood; Julie Keefe, Historical Photo Journalism; Kimberley Kent
 Administration - Design; KJOS Architecture

AFFILIATES: ColorFX Metal Finishing Portland, OR; BBC Metal Cutting and Fabrication, OR; NW Sign Metal
 Finishing and Fabrication, OR; Alina Pipe and Metal Benders, OR; Hugh Lie Engineering; Julie Keefe Historical
 Photo Journalist; Professor Tim Barnes, Literature and Poetry, Karen Downs, Graphic Arts; Stephen Shibley,
 Fertile Grounds Landscape Architect,

Community Outreach - Our community outreach and good works include compiling, designing, illustrating,
 collaborating with and publishing writer/poet and artist portfolios, posters, chapbooks, books such as
 Relmagination PDX, a portfolio and chapbook of illustrated writings on social justice, environmental
 awareness and positive action featuring notable and emerging artists from the west coast, digitally
 illustrated book "Everyone Out Here Knows A Big Foot Tale", poem by Poet Laureate William Stafford,
 compiled by scholar Tim Barnes, and more community/school mural projects.

ARTICLES ON-LINE: <http://www.hoodrivernews.com/news/2018/apr/18/paths-water-and-earth/>

PBRUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2020

IMPORTANT If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed with **SUBROGATION IS WAIVED** subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Doctchi & Hecht Insurance Agency, Inc.
1225 NE Hancock St 1st fl
Portland, OR 97212
(503) 542-1130
FAX (503) 288-6374
E-MAIL
LAC No. Exp
LAC No. 5000193

INSURER'S AFFORDING COVERAGE	NAIC #
INSURER A Sentinel Insurance Company Ltd	11000

Angelina Marino-Heidel and Joel Heidel
7331 SW Barbur Blvd
Portland, OR 97219

COVERAGES
 THIS POLICY CERTIFIES THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, THIS MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND LIMITATIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE NUMBER:	REVISION NUMBER:

[illegible][illegible]

WOMEN'S COMPENSATION AND EMPLOYERS LIABILITY ACT 1993	Y/N	N/A	STATUTE	04
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DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)



ARTEX MANUFACTURING COMPANY
5894 Blackwelder Street, Culver City Ca 90232
310 204-6900 FAX 310 838-2094
OPEN MONDAY-FRIDAY 8:30-4:30 P.S.T
[http: www.novacolorpaint.com](http://www.novacolorpaint.com)
Email: sales@novacolorpaint.com

Products:

Nova Color Artists' Acrylic Paint Colors #100 - #148, #150 - 174, #176 - #201.

General Description:

Water based 100% acrylic polymer medium.

Uses:

For use on canvas, paper, fabric, wood, plaster, masonry, stucco, brick, primed metal and most non-slick, non-oily surfaces.

Shipping Information:

D.O.T Shipping Name: Paints or stains 149980 Sub. 2
D.O.T. Hazard Class: Non-hazardous
U.N./N.A. Number: None
Product RQ (LBS): None
D.O.T. Label: None
D.O.T. Placard: None
Freight Class Bulk: 55
Freight Class Package: Not known
Product Label: Not known
IMDG: Non-hazardous
IATA/ICAO: Non-hazardous

Spreading Rate:

Approximate coverage is:
Gallon 240-320 square feet
Quart 60-80 square feet
Pint 30-40 square feet

Paint coverage varies depending on the absorbency of the surface and the method of application. Raw canvas, stucco, cement and rough wood will get low coverage. Gessoed and previously painted surfaces will get high coverage. Allow extra paint when mixing colors. Theoretical spreading rate @ 1 mil dry film thickness is 600 square feet per gallon.

Hide:

Degree of hiding power depends on the pigment used. Colors may be opaque, translucent or transparent. Check opacity chart.

Drying Time:

Air dry @ 70 degrees F & 50% R.H.:
Dry to touch: 1/2 - 1 hour.
Dry to recoat: 3 hours minimum.

% Non Volatile (Solids):

By weight 45-50%
By volume 35-40%

Note: Values given are typical. Specifications for individual products are available.

Volatile Organic Compounds (V.O.C.):

150 grams per liter maximum.
1.25 pounds per gallon.
V.O.C. per color available.

Note: Values given are typical. Specifications for individual products are available.

Application Methods:

Brush: No reduction necessary.
Roller: Up to 10% reduction with water if necessary.
Spray: Air sprayer--reduce 20%-25% with water. Airless sprayer--no reduction necessary; .013"-.016" tip @ approx. 2,000 PSI.

Surface Preparation:

Follow standard professional procedures for cleaning and preparing the surface for painting. Proper surface preparation before painting is the most important factor in insuring a long lasting mural, painting or decorative finish. The surface must be clean and free from any loose or flaking paint.

To prepare a previously painted surface, sand or wirebrush as needed. Wash with a solution of trisodium phosphate, rinse and allow to dry.

Cement, masonry or wood should be primed with one or two coats of acrylic gesso (such as Nova Color Gesso #200) or with a high quality water-based primer.

Acrylic paint usually doesn't adhere well to slick surfaces such as oil-based enamel or artists' oil paints. To insure good adhesion, thoroughly sand the surface and remove any dust.

To check adhesion, apply a test patch and allow to dry for 36 hours. Check by scraping.

Do not use over an oil-based paint or oil-based primer unless the manufacturer specifies that it is suitable for use with water-based paints.

New wallboard should be sealed according to manufacturer's instructions.

Nova Color Artists' Acrylic Paint may be applied to a properly primed metal. To clean bare metal, wash with vinegar and rinse. For previously painted metal surfaces, sand thoroughly and prime with a metal primer designed to accept water-based acrylic paint.

Clean up:

Clean up with warm soapy water. Nova Color Artists' Acrylic Paint is water-soluble when wet; dries permanent and water resistant. Do not allow to dry on brushes, tools or clothing.

Nova Color has been reviewed by a toxicologist and conforms to federal labeling requirements for art materials ASTM D4236. See Safety Data Sheets for additional information.

Lightfastness rating according to the American Society for Testing and Materials D4302 *Test Methods for Lightfastness of Pigments used in Artists Paint*

I=Excellent II=very good III=does not conform to ASTM D4302

Ratings are based on the color at full strength. Some colors may be less lightfast when used as a tint (mixed with white or other colors) or if used as a glaze (mixed with clear mediums).

See *Mural Painting Tips* for suggested exterior color choices.

Nova, Nova Color and Nova Paint are registered trademarks of Artex Mfg Co.
09-2018

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SAFETY DATA SHEET NUMBER 1

Revision Date: 9/16/2015

Nova Color Artists' Acrylic Paints: Regular Colors

Page 1 of 4

1. Identification of the Preparation and of the Company

Product Name and/or code: Nova Color Artists' Acrylic Paints: Regular Colors
 Effective Date: 12/4/2013
 Manufacturer: Artex Manufacturing Company
 5894 Blackwelder St.
 Culver City, CA USA 90232-7304
 Emergency Contact: 310-204-6900
 Telephone: 310-204-6900
 Fax: 310-838-3077; 310-838-2094
 Product Use: Arts & Crafts Materials
 Colors:

Item No. Product

100 Burnt Sienna
 101 Burnt Umber
 103 Carbazole Dioxazine Violet
 105 Cobalt Blue
 106 Indian Yellow (Azo Yel Orange)
 107 Hansa Yellow Light
 108 Iron Oxide/ Mars Black
 109 Carbon Black
 110 Organic Pyrrole Orange
 114 Alizarin Crimson Hue
 115 Phthalo Blue (Red Shade)
 115D Phthalo Blue Deep (Green Shade)
 116 Phthalo Green
 118 Titanium White
 119 Venetian/Iron Oxide Red
 120 Yellow Green
 121 Yellow Ochre/Iron Oxide
 122 Ultramarine Blue
 126 Quinacridone Purple
 127 Cerulean Blue Hue
 128 Raw Sienna
 129 Quinacridone Red
 130 Nacreous White (Pearlescent)
 133 Bismuth Yellow

Item No. Product

134 Raw Titanium Matte
 135 Phthalo Turquoise
 136 Hot Pink
 137 Silver (Pearlescent)
 138 Gold (Pearlescent)
 139 Super Pearl White (Pearlescent)
 140 Payne's Gray
 141 Mars/Iron Oxide Violet
 142 Blue Green
 143 Permanent Green Light
 144 Azo Yellow Medium
 147 Quinacridone Magenta
 148 Super Pearl Gold (Pearlescent)
 149 Transparent Red Iron Oxide
 150 Portrait Tone
 151 Royal Gold (Pearlescent)
 152 Stainless Steel (Fine)
 153 Iridescent Pearl Red (Interference)
 154 Red Copper (Pearlescent)
 155 Golden Bronze (Pearlescent)
 156 Antique Silver (Pearlescent)
 157 Sapphire (Pearlescent)
 158 Antique Copper (Pearlescent)
 159 Antique Gold (Pearlescent)

Item No. Product

160 Yellow Gold (Pearlescent)
 161 Emerald (Pearlescent)
 162 Ruby (Pearlescent)
 163 Green Pearl (Interference)
 164 Yellow Pearl (Interference)
 165 Blue Pearl (Interference)
 166 Sparkling Pearl (Pearlescent)
 167 Orange Pearl (Interference)
 169 Lilac Pearl (Interference)
 171 Naphthol Crimson
 172 Black Pearl (Pearlescent)
 173 Brass Pearl (Pearlescent)
 174 Neutral Gray
 175 Transparent Yellow Iron Oxide
 176 Indanthrone Blue
 177 Phthalo Green, Yellow Shade
 178 Arylide Yellow (PY194)
 181 Quinacridone Violet
 182 Medium Green
 183 Bone/Ivory Black
 184 Deep Green
 185 Sun Gold (Pearlescent)
 186 Medium Violet/Purple
 187 Pyrrole Red

ADVERTISEMENT

0668 WISH upon a star
 MAG119 Under the Stars

Marino – Heidel Mural Budget**6/21/2021****Income**

City Grant	\$ 2,218.00
Symposium donation	\$ 1,000.00
SMS donation	\$ 500.00
Other Donations	\$ 1,200.00
Pledges/Other Donations	\$ 1,000.00
	<u>\$ 5,918.00</u>

Expenses

Design and Painting Mural	\$ 5,000.00
Prime Paint	\$109.00
Misc unknown	<u>\$120.00</u>
	<u>\$ 5,229.00</u>

Net remaining for Maintenance Fund\$ 689.00**In-Kind Expenses**

Power Wash	\$ 100.00
Tape for Masking	\$ 25.00
Anti-Graffiti Coating	\$ 100.00
Volunteer Hours 12	<u>\$ 180.00</u>
	<u>\$ 405.00</u>

TO: Sherwood City Council

FROM: Christina Jones, Human Resources Manager
Through: Kristen Switzer, City Manager Pro Tem

SUBJECT: Resolution 2020-071, Amending the Employment Agreement with the City Attorney
Extending the Contract Duration and Providing an Increase in Compensation
“Amendment #7”

Issue:

Shall the City Council approve amending the employment contract between the City Attorney and the City of Sherwood and provide for an increase in compensation?

Background:

Two members of the Council and Human Resources met with the City Attorney on July 13, 2021 to discuss any changes to the contract terms and salary. Subsequently a proposal was sent to the remaining Council by Human Resources, and no further discussion was requested. The purpose of this resolution is to amend the City Attorney's contract by extending the term of the agreement to a period expiring December 1, 2024 and increasing his base salary to \$155,000, a 5% increase over his current salary.

Financial Impacts:

The increase in salaries for the remainder of the fiscal year is approximately \$7,900. This is an immaterial amount to the overall Administration department and will not likely require a supplemental budget at this time.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-071, Amending the Employment Agreement with the City Attorney extending the contract duration and providing an Increase in Compensation “Amendment #7”.



RESOLUTION 2021-071

AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY EXTENDING THE CONTRACT DURATION AND PROVIDING AN INCREASE IN COMPENSATION “AMENDMENT #7”

WHEREAS, Joshua P. Soper has been employed by the City of Sherwood as its City Attorney since August 2015, and Soper and the City are parties to an employment agreement dated August 10, 2015 which, as previously amended, is effective until December 1, 2021 (“Agreement”); and

WHEREAS, it appears to Council that it is necessary and appropriate to amend the Agreement to extend the term and provide for an increase in compensation.

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

Section 1. The Sherwood City Council hereby approves Amendment No. 7 to the employment agreement between the City of Sherwood and Joshua P. Soper, attached hereto as Exhibit A, and authorizes the Mayor to execute said amendment on behalf of the City.

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

Duly passed by the City Council this 3rd day of August, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

EXHIBIT A
Amendment No. 7
Employment Agreement between Joshua P. Soper and City of Sherwood, Oregon

This Amendment No. 7 to the Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon, dated August 10, 2015, as previously amended ("Agreement"), is made and entered into by Joshua P. Soper and the City of Sherwood, Oregon on the date last set forth below.

The parties hereby agree to amend Section 4(A) of the Agreement so that it will read in its entirety as follows:

- A. Base Salary: City agrees to pay Employee an annual base salary of \$155,000 effective September 1, 2021, payable in installments at the same time that the other executive employees of the City are paid.

The parties further agree to amend Section 2 of the Agreement so that it will read in its entirety as follows:

Section 2: Term

The term of this Agreement shall be for a period expiring December 1, 2024. In the event this Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration date unless Employee voluntarily resigns. Except as otherwise provided herein, Employee shall have no further rights of employment, compensation or benefits after the expiration date.

All other terms and conditions of the Agreement shall remain in full force and effect.

In negotiating and drafting the terms of this Amendment, Soper is representing himself only and not the legal or other interests of City. Soper has provided no advice to City regarding the legal effect of this Amendment.

City of Sherwood

Joshua P. Soper

Keith Mays, Mayor

Joshua P. Soper

Date

Date

Agenda Item: Public Hearing (*Second Hearing*)

TO: Sherwood City Council

FROM: Bob Galati P.E, City Engineer
Through: Julia Hajduk, Community Development Director, Kristen Switzer, City Manager Pro Tem and Josh Soper, City Attorney

SUBJECT: Ordinance 2021-007, Vacating City right-of-way located along the east side of SW Park Row Avenue and south to SW Willamette Street (*Second Hearing*)

Issue:

Should the City release the public's interest in a segment of street right-of-way located along the east side of SW Park Row Avenue south to SW Willamette Street?

Background:

This Ordinance is being submitted as a public request from Erik and Sarah Olson, property owners of 15845 SW Willamette Street (Tax Lot # 2S132B004400). In the petition attached to this staff report as (Exhibit C), the Olson's describe the existing conditions of their property, and what vacation of the Park Row right-of-way would do to enhance the livability of their lot, without detriment to adjacent properties or City infrastructure.

Vacation of this right-of-way will attach the vacated right-of-way area to the adjacent property (Tax Lot # 2S132B004400) abutting the existing right-of-way, in conformance with ORS 271.140. ORS Chapter 271 describes the criteria and processes for vacating public right-of-way, which includes public noticing of the proposed action, consent of affected property owners, and a public hearing to determine if the vacation is in the public interest.

Vacation of this right-of-way has been reviewed by and deemed acceptable by the City of Sherwood Public Works Department, as it does not impact any City underground infrastructure, nor will it increase street maintenance efforts or costs. In addition, City Planning, Engineering and Public Works staff have reviewed the potential need for retaining the right of way and found that there is no long-term need. Portions of this ROW have been previously vacated in past City Council legislative actions (Ordinances 1981-745 & 1981-749). Park Row is currently a stub street, and residential site development of property beyond the stub street precludes further extension of the street. The Park Row stub street will not provide for any future City transportation expansion or connectivity needs. The City's Transportation System Master Plan also does not indicate any future extension of the existing Park Row right-of-way.

Vacation of this right-of-way will not have an adverse effect on any adjacent property values, whereas redevelopment of this land may actually increase the property value of adjacent properties.

City Council adoption of Ordinance 2021-007, vacating the Park Row right-of-way shown and described in the attached Exhibits "A" and "B", causes no negative impacts to City owned infrastructure. Vacation of the Park Row right-of-way will enhance Sherwood livability, and promote resident well-being.

Ordinance 2021-007, Staff Report

August 3, 2021

Page 1 of 2, with Exhibit C (1 pg)

A second hearing on this ordinance, has been scheduled for August 3, 2021.

Financial Impacts:

There are no future costs to the City associated with vacation of this right-of-way and the applicant has paid a deposit ensuring that the full cost of this request is paid for by them. Vacation of the right-of-way comprises the release of the public's interest in right-of-way that is no longer needed. Vacation of this right-of-way will add property in private ownership and thereby add to the taxable land base.

Recommendation:

City staff respectfully recommends that City Council conduct the second hearing and consider approval of Ordinance 2021-007, vacating City right-of-way located along the east side of SW Park Row Avenue south to SW Willamette Street.

EXHIBIT C

Dear City of Sherwood,

We are excited to submit a formal petition for street vacation, attached. Having spoken with City Engineer, Bob Galati, and City Manager, Joe Gall, we have gathered the following required materials for your consideration:

- Formal request form for street vacation.
- Petition filing deposit of \$4,000.
- Surveyors map of the requested right-of-way vacation area, including:
 - The public right of way and adjacent property lines of abutting parcels.
 - Location and description of all "public utilities" located within the right-of-way.
 - Location and description of all "private utilities" located within the public right of way.
 - The location and description of any existing easements recorded over or adjacent to the right of way.
- An exhibit of the survey with the extents of the vacation request shown as highlighted line work.
- A legal description of the requested right of way vacation area.
- Petition signatures from two-thirds ($\frac{2}{3}$) of property owners within 200 feet perpendicular, and 400 feet parallel to the property.

In addition to these materials, we have been thoughtful in our approach. We have met with both Bob, Joe, and other city personnel to ensure a smooth vacation process. Of the parties we have met, all have agreed that a vacation is both feasible and appropriate given our situation.

Last year, our family set out to fence the east side of our property to provide safety and privacy for our pets and two boys, ages ten and seven. In doing so, we discovered that the formal property line literally cut through the middle of our back yard. Though the property is visually perceived as part of our yard, and we have been maintaining it, the awkward property line was due to a 60 foot right-of-way for Park Row Avenue, which borders our property and is currently a "dead end" street.

In speaking with Bob and Joe, we found that the right-of-way was established in the event that one day Park Row Avenue was to connect to Washington Street. However, some time ago, because the city did not intend to construct a through-street, the land connecting Park Row Avenue and Washington Street was vacated to the property owners (Lots 9, 10 and 11). Because there is no planned through-street, and there are no public utilities in this area, we are requesting a partial vacation (see the proposed vacation map).

We would like to legally incorporate this area so we can continue improving the property by way of fencing, irrigation, and landscaping. Thank you for taking the time to review our proposal. Our goal is to continue to add value to our neighborhood, and to the City of Sherwood.

Very best,

Erik, Sarah, Reed and Evan Olson



ORDINANCE 2021-007

VACATING CITY RIGHT-OF-WAY LOCATED ALONG THE EAST SIDE OF SW PARK ROW AVENUE AND SOUTH TO SW WILLAMETTE STREET

WHEREAS, the City received a citizen sponsored petition to vacate City right-of-way, said right-of-way described in Deed Book 5, Page 20, recorded February 13, 1912, Washington County Deed Records, and located along the east side of SW Park Row Avenue up to SW Willamette Street, being more particularly described and shown on the attached Exhibit A (Survey Map) and Exhibit B (Legal Description); and

WHEREAS, the City posted notices of the vacation request and hearing at four public locations and at two locations on the vacation site, mailed notification to property owners within 500 feet of the vacation site, and published the notice in a local newspaper on two separate dates, June 17 and June 24, 2021, all in accordance with ORS 271.110 et seq.; and

WHEREAS, the petition for vacation included the written consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby, as defined in ORS 271.080; and

WHEREAS, title to the vacated right-of-way area will be attached to the adjacent property (2S132B004400) owned by Erik and Sarah Olsen per ORS 271.140; and

WHEREAS, the right-of-way sought to be vacated is not needed for any present or future purpose and the vacation of the right-of-way will not negatively impact any other adjacent property values; and

WHEREAS, the City Recorder has certified that the affected property is free of all City liens and no taxes are owed on the affected property; and

WHEREAS, a public hearing on this matter was held on July 20, 2021.

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

Section 1: After full and due consideration of the application, the City Staff Report, and all public testimony received, the City Council finds that the consent of the owners of the requisite area has been obtained, notice has been duly given, and the public interest will not be prejudiced by the proposed vacation.

Section 2: The City Council hereby vacates the City right-of-way located along SW Park Row Avenue south to SW Willamette Street, as shown on the attached Exhibit A (Survey Map) and Exhibit B (Legal Description).

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

Duly passed by the City Council this 3rd day of August, 2021.

Attest:

Keith Mays, Mayor

Date

Sylvia Murphy, MMC, City Recorder

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

EXHIBIT A

PROPOSED VACATION

**BEING A PORTION OF S.W. PARK
ROW AVENUE DEDICATED BY THE PLAT OF
"CITY VIEW ADD." CITY OF SHERWOOD,
WASHINGTON COUNTY, OREGON
TAX MAP 2S-1-32BD
APRIL 1, 2021**



SCALE: 1" = 20'

S.W. PARK ROW AVE.

PROPOSED VACATION
2.665 SQ. FT.

S.W. PARK ROW
(VACATED BY DOC.
NO. 81-040214)

N 72°56'57" W
28.50'

N 13°03'22" W

S 18°14'51" E 143.92'

60.00'

165.52'

S 28°33'42" E 38.64'

1.50'

N 47°15'29" E

S.W. WILLAMETTE ST.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DECEMBER 6, 2013
ANDREW MICHAEL MILLER
79372

RENEWS: DECEMBER 31, 2022

PROJECT NO.: 20029
DRAWING NAME: 20029BNDY.DWG

MILLER LAND SURVEYING



541-410-2739
P.O. BOX 474
WILSONVILLE, OR. 97070
MLSOREGON@GMAIL.COM
OREGONLANDSURVEYOR.COM

EXHIBIT B

DATE: 4/1/2021

LOCATION: 15845 SW Willamette St., Sherwood, OR. 97140

Proposed Vacation Description

FOR USE ON LEGAL INSTRUMENT

EXHIBIT "A"

PROPOSED VACATION OF S.W. PARK ROW AVENUE

A tract of land lying within the right-of-way of S.W. Park Row Avenue and adjoining Lot 11 and Lot 13, plat of CITY VIEW ADDITION, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

BEGINNING at the South corner of said Lot 13, CITY VIEW ADDITION; thence along the West line of said Lot 13 and continuing along the West line of said Lot 11, North 13°03'22" West a distance of 165.52 feet to the Northwest corner of said Lot 11; thence along the Southwest line of vacated Park Row Avenue right-of-way described in Document No. 81-040214, Washington County deed records, North 72°56'57" West a distance of 28.50 feet; thence leaving said vacated right-of-way line, South 18°14'51" West a distance of 143.92 feet; thence South 28°33'42" East a distance of 38.64 feet to a Southwest extension of the Southeast line of said Lot 13; thence along said Southwest extension, North 47°15'29" East a distance of 1.50 feet to the **POINT OF BEGINNING**.

Containing 2665 square feet.



A handwritten signature in cursive script, appearing to read "Andrew Michael Miller".



EXPIRES: 12/31/2022

Miller Land Surveying, LLC * P.O. Box 474, Wilsonville, OR. 97070