



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, November 2, 2021

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

6:15 pm City Council Work Session

7:00 pm City Council Regular Meeting

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



6:15 PM WORK SESSION

1. **Langer Farms Parkway Roundabout Safety Upgrades**
(Craig Sheldon, Public Works Director)

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 October 19, 2021 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- B. **Resolution 2021-093 Authorizing the City Manager to sign a signal maintenance agreement with ODOT for non-standard traffic signal equipment and luminaries**
(Julia Hajduk, Community Development Director)
- C. **Resolution 2021-094 Approving an amendment to the SPOA Agreement regarding Assignment to the Mental Health Response Team** (Ty Hanlon, Police Captain)

6. CITIZEN COMMENTS

Pursuant to House Bill 4212 (2020), citizen comments and testimony for public hearings must be submitted in writing to CityRecorder@Sherwoodoregon.gov. To be included in the record for this meeting, the email must clearly state either (1) that it is intended as a citizen comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended, and in either case must be received at least 24 hours in advance of the scheduled meeting time. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

7. NEW BUSINESS

- A. **Resolution 2021-095 Establishing a Buy Back Program for feather signs**
(Julia Hajduk, Community Development Director)

8. CITY MANAGER REPORT

9. COUNCIL ANNOUNCEMENTS

10. ADJOURN

AGENDA

SHERWOOD CITY COUNCIL November 2, 2021

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

To Schedule a Presentation to the Council: If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or MurphyS@sherwoodoregon.gov. If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or MurphyS@sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

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

October 19, 2021

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Mays called the executive session to order at 5:34 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Renee Brouse, Kim Young, Sean Garland, and Russell Griffin. Councilor Doug Scott was absent.
3. **STAFF PRESENT:** City Manager Keith Campbell, City Attorney Josh Soper, IT Director Brad Crawford, Finance Director David Bodway, Community Services Director Kristen Switzer, and Public Works Director Craig Sheldon.
4. **TOPICS**
 - A. **ORS 192.660(2)(f), Exempt Public Records**
5. **ADJOURN**

Mayor Mays adjourned the executive session at 6:12 pm and convened a work session.

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the work session to order at 6:15 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 Keith Campbell, City Attorney Josh Soper, Community Services Director Kristen Switzer, IT Director Brad Crawford, Community Development Director Julia Hajduk, Public Works Director Craig Sheldon, Finance Director David Bodway, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Deb Galardi with Galardi Rothstein Group.

4. **TOPICS:**

A. Water, Sanitary & Storm Operation Rates

Public Works Director Craig Sheldon explained that every two to three years the City reviewed their water. He referred to the presentation and explained that the commercial rates were not raised in July of 2021 and the 10-year plan had a lot of capital up front because of the treatment plant expansion as well as \$2 million for the Tonquin Employment Area water system. He continued that some funding for a future Public Works facility was included in the plan. Deb Galardi with Galardi Rothstein Group presented the "Water System Rate & SDC Update" PowerPoint presentation (see record, Exhibit A) and explained that the 2015 Master Plan identified the 20-year capital improvement needs for supply, treatment, and distribution as well as the improvements identified in the 2020 Seismic Resiliency Plan. She continued that additional planning refinement to costs associated with the Willamette River Water Treatment Plant and supply and the Willamette Governance Group was also included. She reported that rates were typically reviewed every couple of years, and this year would include a review of the SDCs. She explained that historically, the practice had been to generally apply the rate increases across the board to all rates, but the commercial rates were not increased for FY2022. She recapped that there had been some policy changes related to charging the City and school's irrigation accounts. She explained that the increases assumed in this plan update would be applied to all accounts that were currently being charged with some differences between commercial and residential. She recapped page 3 of the presentation and explained annual cash flow projections (revenues and requirements) were over 5-10 years. She explained that that as an enterprise fund, the system expenses and requirements were funded primarily by water service charges with some SDCs (system development charges) applicable to capital costs only. She stated that sources of funds included: reserves, service charges, SDCs, miscellaneous fees, and other (interest). She stated that operating expenses included: personnel, materials, contract services, utilities, and repair and maintenance. She stated capital financing included cash funded and debt service. She stated that other requirements included fund transfers and future capital reserves. She explained that because it was an enterprise fund, it was important to forecast water sales so they could accurately forecast water sales revenue as accurately as possible. She recapped that single family water use had increased in FY2021 and FY2022 due to COVID protocols and weather, and there had been a reduction in commercial. She reported that their forecast assumptions included a modest customer growth of 0.5-1.0% per year and an average use/account based on a 3-year average. Ms. Galardi explained that SDCs were highly variable because they were driven by growth and stated that the forecast was a \$400,000 average per year. She outlined that they also applied escalation factors to the budget and included: capital, salaries, benefits, and M&S. She recapped other forecast assumptions and stated they included interest earnings, a franchise fee, and water purchases. She addressed water purchases and explained that the City had generally gotten a payment back from the City of Wilsonville because Sherwood's portion of the costs had tended to be lower than the rates that were forecasted for at the beginning of the year. She explained that this was partially because usage assumptions were fairly conservative. She explained that when usage increased, costs did not also increase at that same rate because most of the costs are fixed for a given year, which drove the unit price down. She provided an overview of the capital improvement funding on page 6 of the presentation and explained that the table showed that it was comprised of two 5-year periods and was front loaded. She reported that capital improvement costs totaled roughly \$31 million over the 10-year period, \$21 million in the first five years. She referred to the Debt Proceeds line item under the Capital Funding Sources table and stated that no new debt had been assumed and explained that one of Sherwood's existing debt bonds would be paid off in the early 2030s. She commented that there would probably be another large expansion at the plant in the early 2030s and an additional bond may be needed. She explained that this plan was all about cash funding from both existing capital fund balances, some SDC revenue, operating transfers, other agency funding, and URA funding. She reviewed the CIP Phasing chart on page 7 of the presentation and reported that in 2023

there was a planned upgrade/expansion of the Willamette River Water Treatment Plant. She commented that that number was still being refined and that the hope was that it would come down slightly in price and would increase the capital fund balance. Other large improvements included transmission/distribution improvements in 2025 and a new Public Works facility to be partially funded by water in 2029-2030. She provided an overview of the water fund forecast chart on page 8 of the presentation and explained that the chart assumed an annual rate increase of 2% for residential and 3% for commercial. Council President Rosener commented that the large expenditure for the WRWTP upgrade/expansion was something the City had been planning for and was what the funds were intended to be used for, so he did not see it as a bad thing, only that the reserves needed to be built up again afterwards for the next big project. Mayor Mays commented that you should never assume that the City should not take out debt to finance if that meant having a larger reserve that was liquid if that was deemed to be important. Ms. Galardi replied that they could run that option and bring their results back to Council. She addressed the chart on page 8 and explained that the green bars were the capital transfers and stated that like the reserve line in the Capital Fund, the operating fund reserves also declined because the City would need to supplement the reserves in the Capital Fund with payments from the Operating Fund to meet the significant capital costs. She provided an overview of the combined projected reserves on page 9 of the presentation and explained that the future reserves did not include special capital reserves for specific projects and their calculations were based off a low range figure of six months operating costs and one year of debt service and an upper range of 12 months operating costs and one year of debt service. She reviewed the projected reserves with 2% across-the-board increases chart on page 10 and stated that the ending fund balance would be about \$1 million lower and below the benchmark range. Mayor Mays asked Ms. Galardi what would be changed about the rates and brought back to Council to discuss? Public Works Director Craig Sheldon replied that the next step would be for Finance Director David Bodway to bring this information to the Budget Committee and Council and review in the lead up to the budget so everyone would be on the same page before moving forward. He added that if Council did not want that, he could come back in early December and have an additional conversation regarding the rates. He continued that the sanitary and storm rates would be brought back for Council discussion at the December 7th meeting so they would have a better picture of the rates at that time. Discussion occurred. Ms. Galardi addressed SDCs and explained that they had added resiliency projects that were partially related to growth and improving the level of performance of facilities for existing development. She explained they had also updated costs where projects had been completed and fine-tuned the numbers to reflect developer funding where applicable. She reported that the increase in the total SDC for the smallest meter size of a typical single-family customer would be 10%. Mayor Mays asked how much of a new Public Works facility was eligible to be built by SDCs? Ms. Galardi replied that for facilities like that, they did a proportionate share based on population or water use and commented the average for a large facility like a Public Works facility was about 50% of the water share and the other systems would be incorporated in the SDCs of sanitary, storm and transportation. Mayor Mays asked if those numbers were included yet? Ms. Galardi replied that it was in the water numbers, but they were just presenting the water share tonight. Mayor Mays expressed his concern that the numbers were not accurate. Ms. Galardi provided an overview of the single family rate comparison chart on page 12 and commented that Tigard, Portland, Hillsboro, and Newberg were all projecting higher than 2% increases in the future. She provided an overview of the water SDC comparison for the smallest meter size chart on page 13 of the presentation. Council President Rosener asked if SDCs were based on water meter size? Ms. Galardi replied that was correct. Council President Rosener asked if that was a proxy for the assumptions of how much water they would be using. Ms. Galardi replied that was correct. Council President Rosener asked if using those parameters would still be an accurate way to calculate the SDCs if buildings were going to require sprinkler systems for fires since that would result in a higher volume? Mayor Mays commented that it would be modified and explained that a city cannot require a single-family detached home to be sprinkled. Council

President Rosener replied he was referring more to duplexes and triplexes. Ms. Galardi addressed financial resiliency and explained that consistent annual adjustments help to minimize rate spikes, and the City had been consistently increasing rates with the exception of the commercial charges in 2022. She reported that 30-40% of the annual revenue should come from fixed charges and commented that the City was on the lower end of the range but still within the range. She explained that having reserves helped to smooth out the CIP and also provide funds for emergencies. She provided an overview of the balancing pressure on rates and explained that steady consumption and customer growth, reduced debt interest costs (refinancing existing debt; limit future borrowing) and, leveraging existing reserves and developer funding were all downward pressure factors. While upward pressure factors included: significant capital investment was needed, existing debt burden through 2031, and catch-up from prior years with no rate increases. Public Works Director Sheldon referred to the forecasted costs for the upgrades to the WRWTP and reported that the City had signed an IGA with them for roughly \$9.5 million and commented that they were only at 60% drawings. He explained he would feel more confident giving Council a number when they got to 90%. He reported that there was a schedule for the treatment plant and stated it was on schedule and would be roughly a two year project. Mayor Mays asked that staff look into borrowing funds while interest rates were still low instead of drawing down the reserves. Mayor Mays commented he would be reviewing the presentation further and felt that 3% commercial may not be the appropriate number. He commented that he was uncomfortable with the numbers forecasted for the reserves and felt they were not sufficient, and he wished to review the SDCs. Mr. Sheldon reported that resiliency projects had been included in this plan, something they had not done before, and explained that it was a 50-year plan but there were some upfront costs that were loaded in. Mayor Mays asked when Council would hear the sewer and storm information? Mr. Sheldon replied that storm and sanitary rates was scheduled for the first Council meeting in December and commented that further discussion on what they had been presented at this meeting could also occur.

5. ADJOURN:

Mayor Mays adjourned the work session at 6:50 pm and convened a regular session.

REGULAR SESSION

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

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

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of October 5, 2021 City Council Meeting Minutes
- B. Resolution 2021-090 Authorizing the City Manager to Acquire Real Property
- C. Resolution 2021-091 Reappointing Jason Wuertz to the Traffic Safety Committee
- D. Resolution 2021-092 Reappointing Tony Bevel to the Traffic Safety Committee

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

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS:

The City Recorder read aloud the comments submitted by Sherwood resident Barry Kennedy and stated he wished to discuss the preservation of a grove of trees that included a Silver Maple tree that was over 150 years old. He stated that the trees were to be removed in order to build a proposed three-story high rise of nine units on a .48 acre lot on North Sherwood Boulevard. He recapped that a virtual meeting was held on October 13th by CBTW Architects to present the proposed development project. Mr. Kennedy explained that there were four large Douglas Fir trees, one wild cherry tree, four Blue Spruce trees, and a Silver Maple that was over 150 years old on the site. He stated that he felt that the development was incompatible with the surrounding single story houses and apartments and would also add to the existing traffic congestion on North Sherwood Boulevard. He asked that the City declare the maple tree a heritage tree and also acquire the plot and make it into a City park for Gleneagle who did not have a park. Mr. Kennedy reported that only eight people showed up for the CBTW Architects Zoom meeting because the community was notified by "snail mail" not E-mail. He asked that the City hold a virtual meeting of residents, City Council, Planning Commission, and Parks Board to discuss what they can do to stop the removal of the trees and asked that the City Council preserve the trees, including perhaps the oldest living tree in Sherwood, and make the plot into a City park. He reported that they had measured the circumference of the trees and had noted that each tree had a metal tag with a number, which usually meant that the tree was to be removed. He stated he was concerned that the trees would be removed before the citizens had had the opportunity to express their input on the project. He reported that they estimated the Douglas Fir trees to be 72 years old and the Blue Spruce trees to be 62 years old. Mr. Kennedy continued that the developer for the proposed apartment complex on North Sherwood Boulevard needed to coordinate with PGE for clearance to nearby high voltage distribution power lines, as PGE required a minimum clearance of 10 feet during construction. They also have to determine if street trees can be planted under existing power lines.

Mayor Mays explained that there was a process for housing and if the developer met the prerequisites of the code, they could proceed with their development. He commented that the lot was a very challenging lot and he had seen a proposed rendering in which the development did not meet the required parking spaces for off-street parking. He explained that multiple people had looked into developing that lot over the years and had chosen to abandon their plans. Councilor Young added that she had spoken with Planning Manager Erika Palmer today and was notified that no formal applications had even been submitted yet, so there was nothing the City could do at this point.

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

7. PUBLIC HEARINGS:

A. Ordinance 2021-009 Adding a new Chapter 5.34 to the Sherwood Municipal Code regarding non-residential leases (*Second Reading*)

Legal Intern Cecilia Bremner explained that the proposed ordinance would add a new chapter to the Sherwood Municipal Code, Chapter 5.34, and explained that the need for the new chapter was due to the fact that there had been some instances where tenants had not been aware of their restrictions on leased properties, either their use has not been allowed or there were significant fees associated with changing the purpose of the property. She stated the goal of the ordinance was to increase tenant awareness of use restrictions of non-residential leased properties through requiring a disclosure form and encouraging communication with the City. She stated that the proposed ordinance had been updated to include the changes discussed by Council at the first reading. She stated that the code was comprised of three sections and would have an effective date of December 1, 2021, if approved. She explained that the December effective date would allow staff time to contact landlords and time to publicly notice the proposed changes via the City website, social media posts, and sharing the information with the Chamber of Commerce. She reported that there had been a change to the disclosure section of the code, they had increased the number of days that tenants had to contact the City from two business days to five business days and included a written notice requirement. She reported that the third section of the code had been updated to give the tenants five days to provide notice that they intended to void their lease. She stated that the City was protected through indemnification and would not be held liable for any action under the subsection of the code. Mayor Mays stated that no public comments had been submitted and closed the public hearing portion of the meeting. He asked for questions, discussion, or a motion from Council.

MOTION: FROM COUNCILOR YOUNG TO READ CAPTION AND ADOPT ORDINANCE 2021-009 ADDING A NEW CHAPTER 5.34 TO THE SHERWOOD MUNICIPAL CODE REGARDING NON-RESIDENTIAL LEASES. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

8. CITY MANAGER REPORT:

City Manager Keith Campbell stated he wished to recognize previous City Manager Joe Gall for his service to the City as City Manager as well as Community Services Director Kristen Switzer for her service serving as the City Manager Pro Tem. He thanked Ms. Switzer and the senior leadership team for coming together and their work. He commented that he felt that this had been a great opportunity for him to walk into a really great City, really great leadership team, and a great Council and he was humbled and excited to be here.

Mayor Mays addressed the next agenda item.

9. COUNCIL ANNOUNCEMENTS:

Councilor Griffin reported that the RHFA Holiday Festival would be held December 4th. He reported the festival would have a parade, tree lighting, and free food. Mayor Mays commented there would be a Council float at the parade.

Councilor Garland reported he attended the Regional Water Providers Consortium meeting on October 6th. He reported he attended the Cultural Arts Commission meeting on the 18th. He reported that the Voices for the Performing Arts had two shows on October 22-23 at 7 PM at Sherwood Middle School where they were putting on a production of "The Princess Who Had No Name." He encouraged residents to vote in the special election.

Councilor Young thanked reappointed Traffic Safety Committee members Tony Bevel and Jason Wuertz for signing up for another term. She reported last week's CDBG meeting was canceled. She reported that the Sherwood High School marching band would present a community performance on October 20th at the high school at 8 PM, and volunteers were still needed for the event. She thanked City staff for providing Council information regarding outdoor dining and information on what other cities were doing regarding outdoor dining.

Councilor Scott reported he would attend the Library Advisory Board meeting in Councilor Brouse's place. He reported that the next Planning Commission meeting would be held on October 26th where there would be three public hearings. He reported there was an open survey for Sherwood West and encouraged residents to share their feedback. He reported that the Sherwood West Community Advisory Committee would meet on November 3rd at 5 PM.

Councilor Brouse reported on recent Sherwood Library statistics and gave her kudos to Library Manager Adrienne Doman Calkins and her team for their work. She reported that the Senior Advisory Board was working on creating an age-friendly city and commented Council would be brought into the conversation soon. She reported that a community survey would be sent out shortly to get feedback about Sherwood being an age-friendly city. She reported that the Washington County legislative session would hold a debrief on October 29th and would offer the opportunity to hear about the 2021 legislative session, redistricting ARPA funds, and priorities for 2022.

Council President Rosener welcomed new City Manager Keith Campbell and thanked Community Services Director Kristen Switzer for her hard work as the interim City Manager. He referred to a previous work session where Council discussed the Al Fresco program and outdoor dining and explained that Council and City staff were continuing to work on options for Council to discuss. He commented that he hoped that the City would be able to provide direction for Old Town businesses for operating in the short term so the businesses could make plans for the upcoming colder months. He reported he attended the WRWC meeting.

Mayor Mays reported he attended the WCCC meeting where they heard several updates on various upcoming and ongoing projects. He attended a Mayors of Washington County meeting with Chair Harrington where he was informed that the majority of the County Board of Commissioners had given direction to only allocate an additional 3% more revenue per year over the next 4-5 years for libraries from the library bond. He commented that that was stunning and disappointing since the general assumption was that there was a guaranteed 3% annual increase in property tax revenues, plus growth, and in his opinion, the percentage should conservatively be 5-6% increases year over year. He stated that the County would not restrict the revenue to pay for their own staff that ran central services and had chosen to "stockpile" the extra revenue to do other things they had not detailed yet. He explained that the costs to operate the Sherwood Library increased roughly 8% each year. Council President Rosener commented that it was disappointing that the reason they had cited for not shorting the administrative level for the overall running of the organization was because their costs were going up 8% per year for staff and 5% per year for other items, yet they would

only be giving other cities 3% when they were facing the same kind of cost increases. Councilor Young asked Mayor Mays if that had been voted on and approved or if it was just the recommendation at this point? Mayor Mays replied that it was not a “done deal” and there had not been a vote by the County Board of Commissioners, but direction that had been given to County staff at a work session. Mayor Mays commented he had spoken with Sherwood’s County Commissioner, Roy Rogers, who had commented that he felt that it was “pretty baked in.” Council President Rosener commented that he was disappointed that they had chosen not to work with their partners in the cities on potential solutions prior to issuing that guidance to their staff. Mayor Mays reported he would attend the LOC board meeting and LOC annual conference and board meeting.

10. ADJOURN:

Mayor Mays adjourned the regular session at 7:41 pm and convened an executive session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Mays called the executive session to order at 7:43 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays (left at 8:37 pm), Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Renee Brouse, and Russell Griffin.
- 3. STAFF PRESENT:** City Manager Keith Campbell, City Attorney Josh Soper, Steven Schuback (left at 8:37 pm), Community Services Director Kristen Switzer.

4. TOPICS

A. ORS 192.660(2)(d) and (e), Labor Negotiations and Real Property Transactions

5. ADJOURN

Mayor Mays adjourned the executive session at 8:54 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Julia Hajduk, Community Development Director
Through: Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2021-093, Authorizing the City Manager to sign a signal maintenance agreement with ODOT for non-standard traffic signal equipment and luminaries

Issue:

Shall the City Council authorize the City Manager to sign a signal maintenance agreement with ODOT for non-standard traffic signal equipment and luminaries?

Background:

As part of the Tualatin-Sherwood Road and Roy Rogers Road widening project, the City requested black lighting poles and luminaries. The County plans accommodate that request, however for the request to be approved by ODOT for lighting in their facility, they require a maintenance agreement establishing that the City will be responsible for maintenance of the black powder coating.

Financial Impact:

The construction and installation of the equipment and luminaries will be completed by the County as part of their project and will be covered by a standard warranty. It is unknown at this time what the long-term maintenance costs will be, however it is not anticipated to be significantly different than the maintenance on any other non-standard lighting equipment.

Recommendation:

Staff respectfully recommends council approve Resolution 2021-093 authorizing the City Manager to sign a signal maintenance agreement with ODOT for non-standard traffic signal equipment and luminaries.



RESOLUTION 2021-093

AUTHORIZING THE CITY MANAGER TO SIGN A SIGNAL MAINTENANCE AGREEMENT WITH ODOT FOR NON-STANDARD TRAFFIC SIGNAL EQUIPMENT AND LUMINARIES

WHEREAS, Washington 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 will be making changes to the lighting at the intersection at Tualatin-Sherwood 99W; and

WHEREAS, the City of Sherwood has expressed a desire for lighting along this road improvement project to be black powder coated for visual consistency and aesthetics; and

WHEREAS, the intersection and lighting is regulated by the Oregon Department of Transportation (ODOT); and

WHEREAS, ODOT has indicated that when non-standard equipment is located within their facility, it will be only approved if a maintenance agreement is entered into to ensure they are not responsible for maintenance of non-standard equipment; and

WHEREAS, the black powder coating on the lighting equipment is non-standard.

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

Section 1. The City Council authorizes the City Manager to sign a signal maintenance agreement with ODOT for non-standard traffic signal equipment and luminaries in a form substantially similar to the attached Exhibit 1.

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

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

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**SIGNAL MAINTENANCE AGREEMENT
OR 99W at Tualatin Sherwood Rd/Roy Rogers Rd
City of Sherwood**

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;" and the CITY OF SHERWOOD, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties".

RECITALS

1. OR 99W is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Tualatin Sherwood Rd/Roy Rogers Rd is a part of the Washington County street system under the jurisdiction and control of the county. The signal at the intersection of OR 99W and Tualatin Sherwood Rd/Roy Rogers Rd is owned and maintained by State.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications, except that certain traffic signal equipment and luminaires will have a non-standard black powder coating finish at the request of Agency.
4. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency maintenance resources.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency enter into this Agreement to identify the maintenance responsibilities for the traffic signal (Signal) at the intersection of OR

99W and Tualatin Sherwood Rd/Roy Rogers Rd. The location of the Signal is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. This Agreement shall become effective upon installation and final acceptance of the traffic signal equipment and luminaires by ODOT and shall remain in effect for the purpose of ongoing maintenance for the useful life twenty (20) years of the facilities. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall be responsible for and perform 100 percent of the maintenance associated with the non-standard black coating on the traffic signal equipment, and will keep coatings in a good state of repair. Agency shall not be responsible for any maintenance of coatings covered by manufacturer or contractor warranty.
2. Agency shall be responsible for and perform all maintenance associated with the black coatings on the two luminaires installed along with the Signal at the northwest and southeast corners of the intersection of OR99W and SW Roy Rogers Road/SW Tualatin-Sherwood Road. Agency shall not be responsible for any maintenance of coatings covered by manufacturer or contractor warranty.
3. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
4. Agency acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency 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 Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. Agency's contact for this Agreement is Craig Sheldon, Public Works Director, 22560 SW Pine Street, Sherwood, OR 97140, 503-625-2310, sheldonc@sherwoodoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall be responsible for and perform 100 percent of the maintenance of the

traffic signal system including, but not limited to, timing, electrical costs, vehicle detection, and signal illumination. State shall not be responsible for the non-standard coatings of the signal poles and luminaires identified in this Agreement.

2. State's contact for this Agreement is the Ted Miller, 123 NW Flanders Street, Portland, OR 97209, 503-731-8559, Theodore.c.miller@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. 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:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, 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.
 - c. If Agency fails to provide payment of its share of the cost of the Agreement.
 - d. 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 make payments for performance of this Agreement.
 - e. 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 State is prohibited from paying for such work from the planned funding source.
3. Agency may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by Agency, under any of the following conditions:
 - a. If State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If State fails to provide payment of its share of the cost of the

Agreement.

- c. If Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. 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 Agency is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
5. Both Parties 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, Both Parties 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 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.
6. 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.
7. With respect to a Third Party Claim for which the 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.

8. 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.
9. 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.
10. This Agreement 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 Agreement so executed shall constitute an original.
11. 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. 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.

Agency/State
Agreement No. 73000-00004494

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 and through its
elected officials

By _____
City Manager

Date _____

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

By Josh Soper

Date 10/25/2021

Agency Contact

Craig Sheldon
Public Works Director
22560 SW Pine Street
Sherwood, OR 97140
503-625-2310
sheldonc@sherwoodoregon.gov

State Contact

Ted Miller
123 NW Flanders Street
Portland, OR 97209
503-731-8559
Theodore.c.miller@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 1 Maintenance and Operations
Manager

Date _____

APPROVAL RECOMMENDED

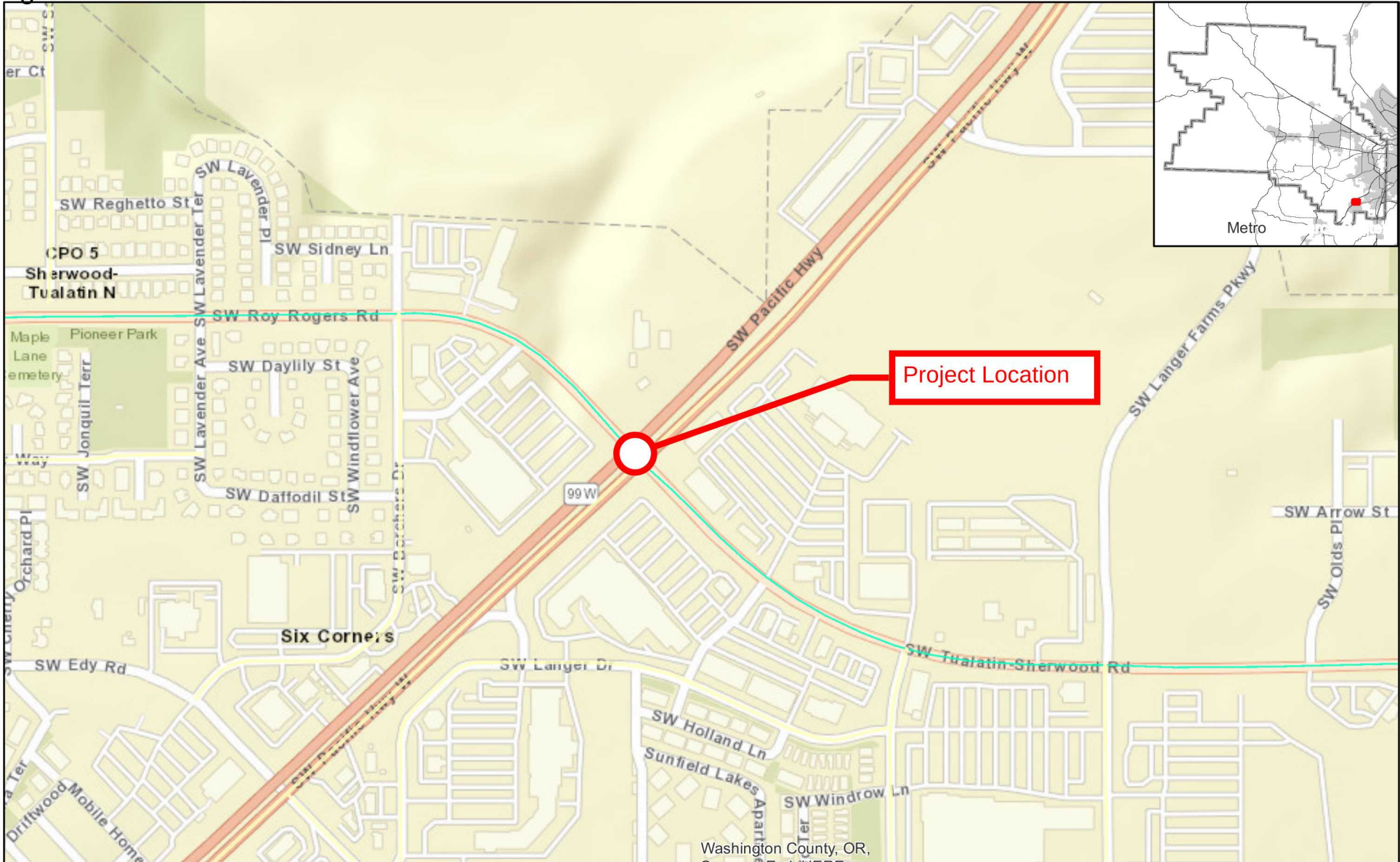
By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By N/A
Assistant Attorney General (If Over
\$150,000)

Date _____



Disclaimer: This map is for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

TO: Sherwood City Council

FROM: Ty Hanlon, Police Captain

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

SUBJECT: **Resolution 2021-094, Approving an amendment to the SPOA Agreement regarding Assignment to the Mental Health Response Team**

Issue:

Shall the City Council approve an agreement with SPOA regarding assignment of an officer to the South Coast Mental Health Response Team?

Background:

On August 17, 2021, Council approved Resolution 2021-075, authorizing an intergovernmental agreement (IGA) which allows the City to participate with other area law enforcement agencies in the South County Mental Health Response Team. This Resolution will allow the City to implement that agreement by amending the Collective Bargaining Agreement with the Sherwood Police Officers Association (SPOA) to address assignment of an officer to the MHRT. The assignment would be subject to the same terms and conditions as other similar work assignments.

Financial Impacts:

Due to the recent elimination of a different special assignment, approval of this Resolution is not expected to have any financial impacts.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-094, Approving an amendment to the SPOA agreement regarding assignment to the Mental Health Response Team.



RESOLUTION 2021-094

**APPROVING AN AMENDMENT TO THE SPOA AGREEMENT REGARDING ASSIGNMENT TO
THE MENTAL HEALTH RESPONSE TEAM**

WHEREAS, on August 17, 2021, Council approved Resolution 2021-075, authorizing an intergovernmental agreement (IGA) which allows the City to participate with other area law enforcement agencies in the South County Mental Health Response Team (MHRT); and

WHEREAS, in order to implement that agreement, it is necessary to amend the Collective Bargaining Agreement with the Sherwood Police Officers Association (SPOA) to address assignment of an officer to the MHRT; and

WHEREAS, under the agreement, attached hereto as Exhibit A, the assignment to the MHRT would be subject to the same terms and conditions as other similar work assignments.

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

Section 1. The City Manager is hereby authorized to sign an amendment to the agreement with SPOA in a form substantially similar to the attached Exhibit A.

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

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

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SHERWOOD AND
THE SHERWOOD POLICE OFFICERS ASSOCIATION**

Whereas, the City of Sherwood (City) and the Sherwood Police Officers Association (Association) are parties to a collective bargaining agreement; and

Whereas, the City seeks to initiate a new assignment of work wherein a Police Officer is assigned to work as a member of the South Cities Mental Health Response Team. Assignment details include:

- Generally, works as a two-person unit paired up with a Washington County Mental Health Clinician
- Respond on mental health calls with the focus being South Cities (Tigard, Tualatin, Sherwood, and King City) and otherwise as directed
- Review incidents and cases involving community members with mental illness and evaluate for potential threat, risk, need for follow up and information sharing
- Collaborate with Washington County Mental Health, Washington County District Attorney, and Parole & Probation and other constituents on criminal mental health cases
- Provide consultation, exploring various avenues of call resolution for calls involving citizens with mental health crises
- Develop, advise, and conduct briefing, in-service, community and outside agency education and training.
- Demonstration of professional and productive interpersonal communication and conflict resolution ability with clients, customers, internal and external stakeholders, department members and the community
- Coordinate referrals to advocacy groups, Veteran's support, and government/non-governmental mental health resources
- Maintain high level of awareness of police-community communications and intervention concepts towards implementing best practices

Whereas, as an impact of the additional duties of this assignment, the parties agree to add this assignment to Article 19, Section 2 of the collective bargaining agreement.

The parties agree as follows:

1. Article 19, Section 2 will be amended to include the following assignment and incentive:

Assignment to South Cities Mental Health Response Team	5.0%
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2. The parties acknowledge the City's sole discretion on the assignment of work and duration of assignment. All other conditions of Article 19 remain as existing.

3. This agreement does not require ratification and, upon execution, will be deemed effective October 14, 2021. The term of this agreement follows Article 34, Term of Agreement of the existing collective bargaining agreement.

City of Sherwood

Sherwood Police Officers Association

Keith Campbell
City Manager

Corey Jentsch
SPOA President

Date: _____

Date: _____

Agenda Item: New Business

TO: Sherwood City Council

FROM: Julia Hajduk, Community Development Director

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

SUBJECT: Resolution 2021-095, Establishing a Buy-Back Program for feather signs

Issue:

Shall the City Council establish a program to “buy back” feather signs from local businesses?

Background:

At the September 7, 2021 City Council meeting, Council approved Ordinance 2020-005 which, among other things, made it clear that feather signs are not permitted within the City. Due to the number of existing businesses that are currently displaying feather signs, the Council directed staff to develop a program to help off-set the costs businesses had incurred in purchasing their signs. In addition to helping to off-set costs incurred, the program was also seen as a way to provide them resources that they could use for business advertising in other ways that are permitted.

Staff has outlined a program that would be in operation upon adoption of the resolution establishing the program through February 2022 to allow time for staff to reach out to business, inform them of the program and the new rules and provide funds to purchase the feather signs from the businesses. The program details are attached to the resolution and include:

1. Business must have valid Sherwood Business license
2. Must provide completed form along with feather signs to be compensated.
3. Amount of compensation varies based on the number of signs:
 - \$50 for 1 sign
 - \$100 for 2-3 signs
 - \$200 for more than 3 signs (max)
4. May only submit once for buy-back
5. Program will run from November to February 1, 2022, after which no more buy-back is possible and enforcement will begin.

Financial Impact:

It is estimated that it will cost approximately \$4000 in direct payment for the feather signs and \$2600 in staff time to implement the program. We do not anticipate that this will have an impact on the budget, however if it is found that additional funds are needed, this would be included in a supplemental budget.

Recommendation:

Staff respectfully recommends council approve Resolution 2021-095, establishing a Buy-Back Program for feather signs.



RESOLUTION 2021-095

ESTABLISHING A BUY-BACK PROGRAM FOR FEATHER SIGNS

WHEREAS, the City adopted Ordinance 2020-005 which made it clear that feather signs were prohibited in the City of Sherwood; and

WHEREAS, the City recognized that a number of businesses were displaying feather signs and that it was an important advertising mechanism; and

WHEREAS, City further recognized that the businesses incurred costs to purchase feather signs without knowing that they would be prohibited; and

WHEREAS, the City does not want to add any additional burden on businesses that have already struggled so much with the Covid-19 pandemic; and

WHEREAS, the City determined that it would be beneficial to help compensate businesses that had purchased a feather sign(s) so that they could find and fund alternate means of advertisement and outreach; and

WHEREAS, the City determined that the most effective and least burdensome method to compensate businesses for the loss of being able to display feather signs for their business was to establish a program to “buy back” the feather signs.

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

Section 1. The City Council hereby establishes a program, the terms of which are outlined in the attached Exhibit A, to buy back feather signs from existing businesses in Sherwood.

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

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

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Feather Sign Buy-Back Program Details

Roll out – November-January 31, 2022

Code Compliance will provide education directly to businesses with feather signs during initial phase

- Provide flyer about new rules
- Provide information on buy-back program
- Provide copy of form/process for buy-back program

Announce the program via: direct email/mail to business licensees in case there are businesses that have signs for certain occasions, but they are not up the entire time.

Coordination with the chamber to share the information about the program and the new rules

Program details:

1. Business must have valid Sherwood Business license
2. Must provide completed form along with feather signs to be compensated.
3. Amount of compensation varies based on the number of signs:
 - \$50 for 1 sign
 - \$100 for 2-3 signs
 - \$200 for more than 3 signs (max)
4. Businesses may only submit once for the buy-back program.
5. After submittal of form requesting buy back and signs, staff will process to have a check run and mailed to business. All legally required documentation must be provided to support issuance of a check for financial auditing purposes
6. Program will run from November to February 1, 2022, after which no more buy-back is possible and enforcement of feather signs will begin
7. The City will dispose of feather signs obtained through the program
8. Upon closure of the program, program documentation will be retained by the Finance department for auditing purposes in accordance with financial and public record laws.

Estimated costs for program:

Assuming there are 20 businesses with feather signs and all have 3 or more signs = **\$4000**

administrative costs (assume 30 minutes to meet with business, 30 minutes follow up, 30 minutes processing for Code Compliance + finance processing= **approx. \$2,600**