



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, June 16, 2026

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

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



Home of the Tualatin River National Wildlife Refuge

5:30 PM CITY COUNCIL WORK SESSION

- 1. Pedestrian Bridge Artwork**
(Chanda Hall, Arts Center Manager)
- 2. Housing in Sherwood**
(Eric Rutledge, Community Development Director)

7:00 PM CITY COUNCIL REGULAR SESSION

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**
 - A. Approval of June 2, 2026, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. Resolution 2026-033, Appointing Adam Carlson to the Sherwood Police Advisory Board**
(Ty Hanlon, Police Chief)
 - C. Resolution 2026-034, Reappointing Michael Smith to the Sherwood Police Advisory Board**
(Ty Hanlon, Police Chief)
 - D. Resolution 2026-035, Reappointing Lawrence O'Keefe to the Sherwood Police Advisory Board**
(Ty Hanlon, Police Chief)
 - E. Resolution 2026-036, Reappointing Dorian Libal to the Sherwood Traffic Safety Board**
(Ty Hanlon, Police Chief)
 - F. Resolution 2026-037, Authorizing the City Manager to Sign a Cooperative Governance Agreement and Declaration Terminating the Previous Intergovernmental Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)**
(Kristen Switzer, Assistant City Manager)
 - G. Resolution 2026-038, Authorizing the City Manager to Sign a Cooperative Operating Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)** (Kristen Switzer, Assistant City Manager)
 - H. Resolution 2026-039, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Metro for the 2019 Parks and Nature Bond Measure Local Share Program**
(Kristen Switzer, Assistant City Manager)

AGENDA

SHERWOOD CITY COUNCIL
June 16, 2026

5:30 pm City Council Work Session

7:00 pm City Council Regular Session

Sherwood City Hall
22560 SW Pine Street
Sherwood, OR 97140

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

- I. **Resolution 2026-040, Authorizing the City Manager to Enter into a Lease Agreement with the Sherwood Historical Society for the Morback House and the property on which the Smock House is located** (Kristen Switzer, Assistant City Manager)
- J. **Resolution 2026-041, Ratifying the Collective Bargaining Agreement with Sherwood Sergeants Association (SSA)** (Lydia McEvoy, HR Director)
- K. **Resolution 2026-042, Approving the City Investment Policy and Authorizing Investments** (David Bodway, Finance Director)
- L. **Resolution 2026-043, Reappointing Jim Craig to the Sherwood Parks and Recreation Advisory Board** (Kristen Switzer, Assistant City Manager)
- M. **Resolution 2026-044, Reappointing Joshua Gaylord to the Sherwood Parks and Recreation Advisory Board** (Kristen Switzer, Assistant City Manager)
- N. **Resolution 2026-046, Approving a Contract for the City Attorney** (Craig Sheldon, City Manager)

6. CITIZEN COMMENTS

7. PUBLIC HEARING

- A. **Resolution 2026-032, Adjusting Solid Waste and Recycling Collection Rates**
(*Second Hearing*) (Rich Sattler, Public Works Director)
- B. **Resolution 2026-045, Adopting a Schedule of Fees as Authorized by the City Zoning and Community Development Code, Establishing Fees for Miscellaneous City Services and Establishing an Effective Date** (David Bodway, Finance Director)
- C. **Ordinance 2026-004, Amending Sherwood Municipal Code, Chapter 1.01 Public Contracting Rules** (*First Reading*) (Ryan Adams, City Attorney)

8. CITY MANAGER REPORT

9. COUNCIL ANNOUNCEMENTS

10. ADJOURN

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

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

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
June 2, 2026

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:32 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Renee Brouse, Dan Standke, and Doug Scott. Councilor Taylor Giles was absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, City Attorney Ryan Adams, Police Chief Ty Hanlon, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, Deputy City Recorder Colleen Resch, and City Recorder Sylvia Murphy.

POLICE ADVISORY BOARD MEMBERS: Chair Richard Amicci, Chris West, Michael Smith, Lawrence O’Keefe, David Debos, and Laurie Zwingli.

4. TOPICS:

Roundtable with Sherwood Police Advisory Board

Mayor Rosener asked the Police Advisory Board (PAB) members to introduce themselves. He said the purpose of roundtables with each city Boards and Commission was to allow the Board members to inform the Council of their initiatives and share collaborative ideas. Chief Hanlon said the issues before the PAB were staffing levels, sustainability, and how to fund them. Chair Amicci commented on the new mobile speed cameras and the discussions within the community. Mayor Rosener said his response to community members regarding the cameras was changing behaviors was their purpose and the cameras enabled officers to respond to other calls. Mr. O’Keefe referred to comments that the cameras were revenue generating machines and discussion followed about the costs associated with processing the violations. Chief Hanlon noted that the cameras were violator funded and would allow the personnel to operate more efficiently. He commented on the need to explore technologies but noted policing was still a people business. He referred to the May elections and reported that there were several failed bond measures in the region. Discussion followed regarding the viability of a public safety levy. Mayor Roser said there were some short-term options that could be considered before asking for a levy. Discussion followed about the importance of education and new platforms to inform the public of the Police Department operations, technology costs, and staffing level needs. Mr. West commented on importance of messaging when asking for additional funding. Ms. Zwingli suggested adding a section in the Sherwood Archer with bullet points of information that people might not know, such as a “Did You Know” section. Chair Amicci asked about a potential commercial fee and whether it would impact all businesses. Mayor Rosener said it could be scaled to the square footage of a commercial building. He discussed the city budget process and the importance of the 5-year forecast and highlighted the successes that could be messaged to the public. Mr. West applauded the Council for

approving the Traffic Safety Board and commented on the successes and the educational components. Discussion followed, and Mayor Rosener thanked the PAB for participating in the roundtable.

Housing in Sherwood

Mayor Rosener said Councilor Giles was unable to attend the next work session topic. He suggested postponing the topic to the next meeting so Councilor Giles could participate. He noted Councilor Giles was passionate about the subject. The Council received the following materials prior to the work session: staff memorandum regarding the upcoming housing work plan and early project feedback (see record, Exhibit A) and a presentation on the Upcoming Housing Work Plan (see record, Exhibit B).

Mayor Rosener adjourned the work session at 6:34 pm.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:00 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Renee Brouse, Doug Scott, and Dan Standke. Councilor Taylor Giles was absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, IT Director Brad Crawford, Police Chief Ty Hanlon, Public Works Director Rich Sattler, Community Development Director Eric Rutledge, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

Mayor Rosener addressed approval of the agenda and asked for a motion.

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

Mayor Rosener addressed the next item on the agenda.

5. CONSENT AGENDA:

- A. Approval of May 19, 2026, City Council Meeting Minutes
- B. Resolution 2026-027, Certifying the Provision of Certain Municipal Services in Order to Qualify the City to Receive State Revenues
- C. Resolution 2026-028, Revising the Existing set of City Financial Policies
- D. Resolution 2026-029, Authorizing the City Manager to execute a construction contract for the 2025-27 Slurry Seal Program
- E. Resolution 2026-030, Authorizing the City Manager to apply for a grant through Oregon Park and Recreation Department Local Government Grant Program
- F. Resolution 2026-031, Authorizing the City Manager to sign IGA's with City of Hillsboro for Interconnection and the Acquisition of Fiber Optic Capacity

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

Mayor Rosener addressed the next item on the agenda.

6. CITIZEN COMMENTS:

Neil Shannon came forward and commented on the ongoing construction of Cedar Creek Garden, particularly the impact at the south end of Red Fern Drive. He stated during the Brookman Road Concept Plan process it was determined that access to Red Fern Drive should be limited to pedestrians, bicyclists, and emergency vehicles only. He said the final design of the Red Fern connection included a 12 foot asphalt trail and the asphalt had been extended to the full width of Red Fern to a depth of almost 20 feet, adding more than 400 square feet of paving to an area designated as open space. He said it was his understanding that the asphalt was added to provide parking during the infrequent servicing of infrastructure. He noted it seemed redundant considering that Red Fern Drive was a dead-end street with adjacent parking already available. He stated Sherwood needs less impermeable surfaces, not more.

7. PRESENTATION:

A. Recognition of 2026 Robin Hood Festival Maid Marian Court Members

Jessica Mulkey, Assistant Chaperone to the Robin Hood Festival Maid Marian Court came forward and introduced the court members and provided a brief bio for each member. The Council presented Maid Marian Evelyn Harris, Senior Court members Emma Miller, Lacey Mortier, Paisley Ordonez, and Junior Court members Journey Deller, Hazel Helmick, Eloise McKinney, and Olivia Riffenburgh with Certificates of Recognition.

Mayor Rosener addressed the next agenda item, and the City Recorder read the public hearing statement.

8. PUBLIC HEARING:

A. Resolution 2026-032, Adjusting Solid Waste and Recycling Collection Rates

Public Works Director Rich Sattler provided a presentation (see record, Exhibit C). Mr. Sattler stated this was the first hearing and the Code required our franchisees to submit a report. He said the City contracted with Bell and Associates to review the report and evaluate the financial performance of the collection franchise. He stated after review of the reported revenues and expenses, the overall franchise rate of return for 2025 was determined to be 9.01%. He noted when the franchisee's rate of return is greater than 9% but less than 11%, the allowable rate adjustment is indexed to the applicable Consumer Price Index (CPI). He said the applicable annual average CPI increase for this cycle was 2.67%. He stated the proposed adjustments would become effective January 1, 2027, and would apply to residential cart service, commercial container service, and drop box/roll-off rates. He said per the Code, if a rate adjustment was proposed, the Council must hold a public hearing on the proposed adjustment within 60 days of receiving the report and must approve or disapprove the adjustment within 30 days following the hearing. He said the public hearing would be continued until June 16, 2026, and the Council would vote to approve or disapprove the proposed rate adjustment.

With no questions from the Council, Mayor Rosener opened the public hearing. With no public testimony received, Mayor Rosener closed the public hearing.

Mayor Rosener asked for Council discussion or questions. Councilor Standke commented on previous rate adjustments and said he appreciated that the proposed increase was based on the CPI. Councilor Scott agreed and thanked Pride Disposal for managing expenses resulting in a minimal rate increase. Mayor Rosener also thanked Pride Disposal for their partnership.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Sheldon asked Police Chief Ty Hanlon for a report on the mobile speed cameras. Chief Hanlon said the new cameras were on a 30-day warning period. He said they were placed on Oregon Street and there had been over 900 violations in approximately three days. He stated Oregon Street was a busy street and said hopefully driver behavior would change.

10. COUNCIL ANNOUNCEMENTS:

Councilor Standke reported that the Traffic Safety Board met last week and he encouraged the public to continue to submit complaints and problems that needed resolve. He said they discussed mobile speed cameras and possible locations in the future. He reported that the Library Advisory Board met and selected a new Chair. He reported that the Sherwood School Board met last night and recognized retirees and approved the contract with the Charter School.

Councilor Scott reported that the Parks Board met last night and were pleased to receive the Community Enhancement Program (CEP) grant. He said they discussed the Murdock Park plan and trail connectivity.

Councilor Mays reported that the Cultural Arts Commission met last night to discuss their recommendation to Council on the pedestrian bridge medallions. He said the Cultural Arts Commission received a CEP grant to wrap the restroom in Cannery Square.

Councilor Brouse reported that the Youth Advisory Board (YAB) met and said they discussed the future of the board. She announced that the Pride Festival was scheduled for June 13.

Council President Young announced that the Art Walk was scheduled for June 9 from 5-8 pm in Old Town. She reported on upcoming Chamber of Commerce events.

Mayor Rosener thanked staff for their efforts on the traffic signal at Sunset Blvd and Timbrel. He reported on regional meetings he attended and provided updates on TriMet service cuts.

11. ADJOURN:

Mayor Rosener adjourned the meeting at 7:45 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Craig Sheldon, City Manager

SUBJECT: **Resolution 2026-033, Appointing Adam Carlson to the Sherwood Police Advisory Board**

Issue:

Shall the City Council appoint Adam Carlson to the Sherwood Police Advisory Board?

Background:

Position #7 on the Police Advisory Board will be vacant on June 30, 2026.

Chair Richard Amicci, Council President Liaison Kim Young, and Staff Liaison Ty Hanlon recommended to Mayor Rosener that Adam Carlson be appointed to the Board to fill position #7 for a term which expires in June 2029. The mayor has recommended this appointment to the City 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 as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-033, Appointing Adam Carlson to the Sherwood Police Advisory Board.



RESOLUTION 2026-033

APPOINTING ADAM CARLSON TO THE SHERWOOD POLICE ADVISORY BOARD

WHEREAS, a vacancy exists within Position 7 on the Police Advisory Board; and

WHEREAS, the Police Advisory Board Chair, Council President and Police Chief considered Adam Carlson's application and recommends to the mayor that Adam Carlson be appointed to fill the position; and

WHEREAS, the Mayor has recommended to the City Council that Adam Carlson be appointed to fill the position; 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 Adam Carlson to Position 7 of the Police Advisory Board for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Craig Sheldon, City Manager

SUBJECT: Resolution 2026-034, Reappointing Michael Smith to the Sherwood Police Advisory Board

Issue:

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

Background:

Michael Smith holds position #3 on the Police Advisory Board. His term expires on June 30, 2026 and he is seeking reappointment.

Chair Richard Amicci, Council President Liaison Kim Young, and Staff Liaison Chief Ty Hanlon recommended to Mayor Rosener that Michael Smith be reappointed to the Board to fill position #3 for a term which expires in June 2029. The mayor has recommended this reappointment to the City 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 as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-034, reappointing Michael Smith to the Sherwood Police Advisory Board.



RESOLUTION 2026-034

REAPPOINTING MICHAEL SMITH TO THE SHERWOOD POLICE ADVISORY BOARD

WHEREAS, position #3 on the Police Advisory Board is currently held by Michael Smith and the term of this position expires on June 30, 2026; and

WHEREAS, Michael Smith is seeking reappointment to this position with a new expiration date of June 30, 2029; and

WHEREAS, Police Advisory Board Chair Richard Amicci, Council President Liaison Kim Young and Staff Liaison Chief Ty Hanlon support the reappointment of Michael Smith to this position; and

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

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

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

Section 1. The Sherwood City Council hereby reappoints Michael Smith to the Sherwood Police Advisory Board, position #3, for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 16th day of June, 2026.

 Tim Rosener, Mayor

Attest:

 Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Craig Sheldon, City Manager

SUBJECT: Resolution 2026-035, Reappointing Lawrence O’Keefe to the Sherwood Police Advisory Board

Issue:

Shall the City Council reappoint Lawrence O’Keefe to the Police Advisory Board?

Background:

Lawrence O’Keefe holds position #4 on the Police Advisory Board. His term expires on June 30, 2026 and he is seeking reappointment.

Chair Richard Amicci, Council President Liaison Kim Young, and Staff Liaison Chief Ty Hanlon recommended to Mayor Rosener that Lawrence O’Keefe be reappointed to the Board to fill position #4 for a term which expires in June 2029. The mayor has recommended this reappointment to the City 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 as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-035, reappointing Lawrence O’Keefe to the Sherwood Police Advisory Board.



RESOLUTION 2026-035

REAPPOINTING LAWRENCE O’KEEFE TO THE SHERWOOD POLICE ADVISORY BOARD

WHEREAS, position #4 on the Police Advisory Board is currently held by Lawrence O’Keefe and the term of this position expires on June 30, 2026; and

WHEREAS, Lawrence O’Keefe is seeking reappointment to this position with a new expiration date of June 30, 2029; and

WHEREAS, Police Advisory Board Chair Richard Amicci, Council President Liaison Kim Young and Staff Liaison Chief Ty Hanlon support the reappointment of Lawrence O’Keefe to this position; and

WHEREAS, the Mayor has recommended to Council that Lawrence O’Keefe be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Lawrence O’Keefe to the Sherwood Police Advisory Board, position #4, for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Chief of Police
Through: Craig Sheldon, City Manager

SUBJECT: Resolution 2026-036, Reappointing Dorian Libal to the Sherwood Traffic Safety Board

Issue:

Shall the City Council reappoint Dorian Libal to the Traffic Safety Board?

Background:

Dorian Libal holds position #3 on the Traffic Safety Board. His term expires on June 30, 2026 and he is seeking reappointment.

Chair Jason Wuertz, Council Liaison Dan Standke, and Staff Liaison Captain Corey Jentsch recommended to Mayor Rosener that Dorian Libal be reappointed to the Board to fill position #3 for a term which expires in June 2029. The mayor has recommended this reappointment to the City 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 as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-036, reappointing Dorian Libal to the Sherwood Traffic Safety Board.



RESOLUTION 2026-036

REAPPOINTING DORIAN LIBAL TO THE SHERWOOD TRAFFIC SAFETY BOARD

WHEREAS, position #3 on the Traffic Safety Board is currently held by Dorian Libal and the term of this position expires on June 30, 2026; and

WHEREAS, Dorian Libal is seeking reappointment to this position with a new expiration date of June 30, 2029; and

WHEREAS, Traffic Safety Board Chair Jason Wuertz, Council Liaison Dan Standke and Staff Liaison Captain Corey Jentzsch support the reappointment of Dorian Libal to this position; and

WHEREAS, the Mayor has recommended to Council that Dorian Libal be reappointed; and

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

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

Section 1. The Sherwood City Council hereby reappoints Dorian Libal to the Sherwood Traffic Safety Board, position #3, for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 16th day of June, 2026.

 Tim Rosener, Mayor

Attest:

 Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Adrienne Doman Calkins, Library Manager

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: **Resolution 2026-037, Authorizing the City Manager to sign the Cooperative Governance Agreement and the Declaration Terminating the previous Intergovernmental Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)**

Issue:

Shall the City Council authorize the City Manager to sign a new Cooperative Governance Agreement and Declaration Terminating the previous Intergovernmental Agreement with Washington County, on behalf of WCCLS?

Background:

Resolution 2005-071 authorized the City Manager to sign the Intergovernmental Agreement—Washington County Cooperative Library Services (effective January 1, 2006) and two amendments were made to the current intergovernmental agreement--one in 2007 (Resolution 2007-053), to add the City of North Plains as a contracting service provider in the cooperative, and one in 2016 (Resolution 2016-30) to add Aloha Community Library.

A revision process to update and consolidate the intergovernmental agreement and the two amendments involved representation from all member libraries (nine cities and three nonprofits), WCCLS, and Washington County. The process was part of a larger collaborative WCCLS Funding and Governance Project conducted from late 2023 to present.

The revised agreement and the declaration to terminate the replaced agreement are supported by WCCLS Executive Board. The WCCLS Executive Board has representatives from each member library and advises the Board of County Commissioners on funding for countywide library services, distribution of financial resources for providing countywide library services and long-term governance and funding strategies.

The Board of County Commissioners approved the agreement for public library services in Washington County.

The two documents presented include;

1. Cooperative Governance Agreement defines the roles and responsibilities of WCCLS and partners to delivery countywide library services, and is established to be a perpetual agreement, until such time as the agreement is wholly or partially terminated.

2. Declaration Terminating *Intergovernmental Agreement—Washington County Cooperative Library Services* allows this IGA to be replaced by the new Cooperative Governance Agreement and will also terminate the amendments.

Financial Impacts:

The proposed annual distribution of WCCLS funds to Sherwood Public Library will be \$1,520,000 in FY26-27, as stated in the Cooperative Operating Agreement proposed for July 1, 2026, through June 30, 2031.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-037, Authorizing the City Manager to sign the Cooperative Governance Agreement and the Declaration Terminating the previous Intergovernmental Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS).



RESOLUTION 2026-037

AUTHORIZING THE CITY MANAGER TO SIGN THE COOPERATIVE GOVERNANCE AGREEMENT AND THE DECLARATION TERMINATING THE PREVIOUS INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

WHEREAS, Sherwood citizens benefit from countywide library services, including those services provided in Sherwood; and

WHEREAS, Resolution 2005-071 authorized the City Manager to sign the *Intergovernmental Agreement—Washington County Cooperative Library Services* (effective January 1, 2006); and

WHEREAS, two amendments were made to the current intergovernmental agreement--one in 2007 (Resolution 2007-053), to add the City of North Plains as a contracting service provider in the cooperative, and one in 2016 (Resolution 2016-30) to add Aloha Community Library; and

WHEREAS, a revision process to update and consolidate the intergovernmental agreement and the two amendments involved representation from all member libraries (nine cities and three nonprofits), WCCLS, and Washington County; and

WHEREAS, the process was part of a larger collaborative WCCLS Funding and Governance Evaluation Project conducted from late 2023 to present with WCCLS Executive Board and member library directors representation; and

WHEREAS, the WCCLS Executive Board has representatives from each member library and advises the Board of County Commissioners on funding for countywide library services, distribution of financial resources for providing countywide library services and long-term governance and funding strategies; and

WHEREAS, an outcome of that Funding and Governance Evaluation Project was this new Cooperative Governance Agreement to replace the current *Intergovernmental Agreement—Washington County Cooperative Library Services*; and

WHEREAS, the revised agreement and the declaration to terminate the replaced agreement are supported by WCCLS Executive Board; and

WHEREAS, the Board of County Commissioners approved the agreement for public library services in Washington County; and

WHEREAS, the attached Exhibit A, Cooperative Governance Agreement, defines the roles and responsibilities of WCCLS and partners to delivery countywide library services, and is established to be a perpetual agreement, until such time as the agreement is wholly or partially terminated; and

WHEREAS, the attached Exhibit B, Declaration Terminating *Intergovernmental Agreement—Washington County Cooperative Library Services*, allows this IGA to be replaced by the Cooperative Governance Agreement and also terminate the amendments.

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

Section 1. The City Manager is authorized to sign a Cooperative Governance Agreement and the Declaration Terminating *Intergovernmental Agreement—Washington County Cooperative Library Services* with Washington County on behalf of WCCLS in forms substantially similar to the attached Exhibits A and B.

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

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

COOPERATIVE GOVERNANCE AGREEMENT

This Cooperative Governance Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as “County,” on behalf of Washington County Cooperative Library Services, hereinafter referred to as “WCCLS,” and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Aloha Community Library Association, Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as “Contractor(s).”

WITNESSETH

WHEREAS, Washington County has approved funding for county-wide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, a Cooperative Operating Agreement exists to define the method for distribution of those funds and the rights and responsibilities of WCCLS and Contractors in the provision of county-wide library services; and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all Parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services; and

WHEREAS the participating jurisdictions now desire to enter into this Agreement to provide, among other things, an Executive Board and Library Leadership Group among the participating jurisdictions and assigning responsibilities thereto in order to serve as advisors to the County regarding the provision of county-wide library service;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS. The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

1.1. Collective Decisions – Actions or recommendations that materially affect Cooperative governance, funding, or services.

1.2. Cooperative – The collective of WCCLS, participating Contractors, and governance bodies established under this agreement to provide county-wide library services.

1.3. Cooperative-wide – Refers to matters that affect the governance, operations, or coordination of the Cooperative and its participating library service providers, including WCCLS and Contractors.

1.4. County-wide – Refers to matters that affect or are intended to serve the entire population or geographic area of Washington County.

1.5. WCCLS (Washington County Cooperative Library Services) – A department of county government which exists to coordinate, contract for, and/or provide a full range of library and information services to all residents of the county.

1.6. WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

1.7. WCCLS Information Network – The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.8. WCCLS Library Leadership Group – the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, and shall remain in effect perpetually thereafter, until such time as this Agreement is wholly or partially terminated pursuant to Section 11 herein.

3. GOVERNING BODY. WCCLS shall continue to be governed by the Washington County Board of County Commissioners. A WCCLS Executive Board, described below, shall be involved by the Board of County Commissioners and the Cooperative Library Services Manager in matters pertaining to the funding for cooperative-wide library services, distribution

of financial resources by WCCLS for the provision of cooperative-wide public library services, and long-term governance and funding strategies.

A WCCLS Library Leadership Group, also described below, shall provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of cooperative-wide public library services, and to advise the WCCLS Manager.

4. WCCLS EXECUTIVE BOARD

4.1. MEMBERSHIP. The Executive Board shall consist of twelve (12) voting Board Members (“Members”) representing the twelve current Contracting library service providers. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the City Manager of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards.

4.2. NON-VOTING MEMBERS. The Washington County Administrator (or designee) and WCCLS Manager shall represent county-wide services and serve as Members of the Executive Board as non-voting members who participate in discussion. The Chair and Vice-Chair of the WCCLS Library Leadership Group shall also serve as Members of the Executive Board as non-voting members who participate in discussion. Non-voting members do not count towards quorum.

4.3. APPOINTMENTS TO THE WCCLS EXECUTIVE BOARD. Except as otherwise specified herein, appointments for all Contractors and the County are continuous, and Members shall serve at the pleasure of their appointing authorities.

4.4. ROLE OF THE EXECUTIVE BOARD. The Executive Board shall provide strategic leadership, oversight, and accountability for the Cooperative. Executive Board members serve as liaisons between the Cooperative and their individual organizations and governing bodies, ensuring individual accountability to the Intergovernmental Agreements (IGAs) and communicating key information about Cooperative matters to local leadership and governing bodies. The Executive Board advises and makes recommendations to the Board of County Commissioners, the County Administrator, and the WCCLS Manager on issues pertaining to Cooperative-wide funding, governance, and service delivery.

4.5. RESPONSIBILITIES OF THE EXECUTIVE BOARD.

4.5.1. Strategic Leadership, Oversight, and Accountability for the Cooperative.
Executive Board members will:

4.5.1.1. Provide collective leadership for the Cooperative by developing and maintaining shared vision and priorities and providing recommendations in alignment with these shared vision and priorities.

4.5.1.2. Demonstrate accountability to requirements outlined in the IGA by reporting out on their individual organization’s fulfillment of performance requirements.

4.5.1.3. Maintain oversight over Cooperative’s performance by reviewing and monitoring performance reporting from all member organizations.

4.5.2. Liaisons to Local Organizations and Governing Bodies. Executive Board members will, in a timely manner:

4.5.2.1. Communicate relevant Cooperative information to local leadership and governing bodies.

4.5.2.2. Represent local priorities, perspectives, and concerns back to the full Executive Board for consideration.

4.5.3. Advisory to the Board of County Commissioners, County Administrator, and WCCLS Manager. Executive Board members will:

4.5.3.1. Review, discuss, and provide recommendations on policy considerations pertaining to Cooperative-wide funding, governance, and service delivery.

4.5.3.2. Provide input and recommendations on funding strategies for the Cooperative, including local option levy proposals or proposals for other funding alternatives.

4.5.3.3. Provide input and recommendations on long-term governance changes, such as amendments to the Cooperative Governance Agreement or proposals for alternative governance strategies.

4.6. SCHEDULE OF MEETINGS. The Executive Board within the first quarter of the term of the Cooperative Operating Agreement or as soon thereafter as reasonable, shall adopt rules governing its procedures, which shall include at a minimum: 1) time and place of regular meetings; 2) the method and manner of calling special meetings; 3) the method, term, and manner of establishing committees or sub-committees; and 4) Executive Board by-laws and rules of procedure. The Executive Board shall meet as needed to adequately execute its duties and responsibilities but not fewer than four times per year. The first organizational meeting shall be a joint meeting with the WCCLS Library Leadership Group and thereafter a joint meeting shall be held as needed, to be determined by the Executive Board. All meetings of the Executive Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

4.7. ELECTION OF OFFICERS. The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of each position shall be two years, with elections held at the Executive Board’s first meeting of the calendar year in which terms have concluded. The Chair, or the

Vice Chair/Chair Elect in their absence, shall preside over all meetings of the Executive Board. The WCCLS Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

4.8. QUORUM. A majority of the Members of the Executive Board shall constitute a quorum. All decisions of the Executive Board, unless otherwise provided herein, shall require the presence of a quorum and a vote of those representatives in attendance in accordance with the decision-making structure defined within this agreement.

4.9. VOTING. Each voting Member of the Executive Board shall have one vote. In the event that a Member is unable to attend a meeting in which a vote is scheduled to take place, the Member may appoint a designee to attend and vote in their place.

4.10. ADDING OR SUBTRACTING MEMBERS. Members shall be added to the Executive Board, as needed, to represent new library service providers admitted to the Cooperative through the Cooperative Operating Agreement. Members shall be subtracted from the Executive Board at such time as a library service provider withdraws from membership in the Cooperative and ceases to be a Party to the Cooperative Operating Agreement, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership rights in WCCLS including membership on the Executive Board and authority to receive funds through the Cooperative Operating Agreement.

5. WCCLS LIBRARY LEADERSHIP GROUP

5.1. MEMBERSHIP. The WCCLS Library Leadership Group (“Library Leadership Group”) shall consist of twelve (12) voting Members representing the twelve (12) current contracting library service providers. These twelve Members shall be the Library Director/Manager or their designee.

5.2. NON-VOTING MEMBERS. The WCCLS Manager shall represent county-wide services and serve as a Member of the Library Leadership as a non-voting member who participates in discussion.

5.3. ROLE OF THE LIBRARY LEADERSHIP GROUP. The Library Leadership Group shall provide operational leadership and subject matter expertise for the Cooperative. Library Leadership Group members serve as liaisons between the Cooperative and their individual organization’s library staff, advisory committees, and community members, ensuring alignment with the Intergovernmental Agreements (IGAs) and Cooperative-wide policies, and communicating key information about Cooperative matters to local staff and community members. The Library Leadership Group advises

and provides recommendations to the Executive Board and the WCCLS Manager on issues pertaining to Cooperative-wide service delivery, including operational impacts, community needs, and emerging issues.

5.4. RESPONSIBILITIES OF THE LIBRARY LEADERSHIP GROUP.

5.4.1. Operational Leadership and Subject Matter Expertise for the Cooperative. The Library Leadership Group members will:

5.4.1.1. Provide leadership for the Cooperative by identifying and addressing local and Cooperative-wide needs and challenges, and by discussing, elevating, and recommending actions to address emerging trends and issues related to providing library services.

5.4.1.2. Provide operational leadership over their individual libraries, ensuring alignment with the operational requirements outlined in the IGA and supporting Cooperative-wide strategies, policies, and procedures.

5.4.1.3. Serve as subject-matter experts on the local delivery of library services in line with local priorities, strategies, and service impacts.

5.4.1.4. Develop, approve, and implement Cooperative-wide policies and procedures for the delivery of public library services.

5.4.2. Liaisons to Local Staff, Community Members, and Advisory Groups. The Library Leadership Group members will:

5.4.2.1. Communicate relevant Cooperative information to local staff, community members, and local advisory groups and library support groups.

5.4.2.2. Identify and communicate local challenges and opportunities related to day-to-day operational realities of their libraries while participating in Cooperative-wide decisions regarding service delivery.

5.4.2.3. Identify and elevate community needs and challenges while participating in Cooperative-wide decisions regarding service delivery.

5.4.3. Advisory to the Executive Board and WCCLS Manager. The Library Leadership Group will:

5.4.3.1. Review, discuss, and make recommendations for the development and implementation of shared policies and procedures for the delivery of public library services.

5.4.3.2. Collaborate with Executive Board and WCCLS in strategic planning efforts and advance agreed-upon goals and objectives.

5.4.3.3. Partner with WCCLS Manager to develop recommendations on strategies and alternatives for identifying and addressing trends, risks, emerging issues, and funding strategies for providing long-term library services.

5.5. SCHEDULE OF MEETINGS. The Library Leadership Group within the first quarter of the term of the Cooperative Operating Agreement or as soon thereafter as reasonable, shall adopt rules governing its procedures, and include at a minimum: 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method of establishing committees or sub-committees; and 4) Library Leadership Group by-laws and rules of procedure. The Library Leadership Group shall meet monthly or as needed to execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Executive Board and thereafter joint meetings shall be held as needed, to be determined by the Executive Board.

5.6. ELECTION OF OFFICERS. The Library Leadership Group at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for one year, with elections held at the Library Leadership Group's first meeting of each calendar year. The Chair, or the Vice Chair/Chair Elect in their absence, shall preside over all meetings of the Library Leadership Group.

5.7. QUORUM. A majority of the Members of the Library Leadership Group shall constitute a quorum. All decisions of the Group, unless otherwise provided herein, shall require the presence of a quorum and a vote of those representatives in attendance in accordance with the decision-making structure defined within this agreement.

5.8. VOTING. Each voting Member of the Library Leadership Group shall have one vote. Under circumstances when a Member cannot attend, they may, prior to the meeting, submit a vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

5.9. ADDING OR SUBTRACTING MEMBERS. Member representatives shall be added to the Library Leadership Group, as needed, to represent new library service providers admitted to the Cooperative through the Cooperative Operating Agreement. Member representatives shall be subtracted from the Library Leadership Group at such time as a library service provider withdraws from membership in the Cooperative and ceases to be a Party to the Cooperative Operating Agreement, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership on the Library Leadership Group.

6. WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

6.1. ROLE OF WCCLS. WCCLS, a department of Washington County, shall distribute funding as approved by the Washington County Board of County Commissioners and provide infrastructure, subject matter expertise, leadership, and coordination in providing county-wide library services. WCCLS serves as steward of WCCLS resources, services, and infrastructure that link all Partner libraries into one Cooperative. The WCCLS Manager serves as a liaison between the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group.

6.2. RESPONSIBILITIES OF WCCLS.

6.2.1. Funding, infrastructure, leadership, collaboration, coordination, and subject matter expertise in providing infrastructure and Cooperative-wide library services. WCCLS will:

6.2.1.1. Through the County's annual budget process, distribute funding as approved by the Board of County Commissioners to support the infrastructure and centralized services that link all libraries and support Cooperative libraries in accordance with the provisions of the Cooperative Operating Agreement.

6.2.1.2. Coordinate the transition to centralized collections management through a collaborative process with Cooperative Partners; continue to manage centralized collections.

6.2.1.3. Acquire and maintain the County-operated physical sites and equipment, obtain and manage contracts, and hire and retain staff to support infrastructure and Cooperative-wide library services.

6.2.1.4. Provide subject-matter expertise on county funding and the delivery of Cooperative-wide services.

6.2.1.5. Retain and protect personally identifiable information (PII) and other data in accordance with Washington County policy and applicable laws.

6.2.2. Steward of WCCLS resources and services that link all Partner libraries. WCCLS will:

6.2.2.1. Provide leadership, oversight, and accountability for WCCLS resources and services intended to serve the entire Cooperative.

6.2.2.2. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to build support for Cooperative-wide library services.

6.2.2.3. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to identify and pursue funding strategies to support Cooperative services, including levy proposals or proposals for other funding alternatives for Board of County Commissioners consideration.

6.2.2.4. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to identify and pursue long-term governance changes, such as amendments to the Cooperative Governance Agreement or proposals for alternative governance strategies for Board of County Commissioners consideration.

6.2.3. Liaison between the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group. The WCCLS Manager will:

6.2.3.1. Communicate key information about policy proposals from the Executive Board for Board of County Commissioners' consideration.

6.2.3.2. Communicate relevant Cooperative information to the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group.

6.2.3.3. Communicate key information about relevant Board of County Commissioners policy priorities and relevant County Administration priorities back to the Cooperative.

6.2.3.4. Collaborate with Partners to identify and address operational, policy, contractual, and fiscal challenges and opportunities related to delivery of infrastructure and services for informing Cooperative-wide decisions regarding service delivery.

6.2.3.5. Collaborate with Partners to identify and elevate county-wide community needs and challenges for informing Cooperative-wide decisions regarding service delivery.

7. COLLECTIVE DECISION-MAKING

7.1. PURPOSE AND SCOPE OF COLLECTIVE DECISION-MAKING. The Parties acknowledge that certain matters affecting the Cooperative as a whole are best considered and resolved through a coordinated and consistent decision-making process. For purposes of this Agreement, “Collective Decisions” are actions or recommendations that materially affect Cooperative governance, funding, and services. The categories of decisions considered Collective Decisions are further detailed in Attachment A “Decision-Making Matrix,” which shall be used to guide the Parties in determining the appropriate decision-making pathway.

Matters that are primarily local in nature shall remain under the authority of the individual Contractor or governing body, except where otherwise specified herein or in the Cooperative Operating Agreement. Collective Decisions shall be made using the governance structure established by this Agreement, including the WCCLS Executive Board, the WCCLS Library Leadership Group, WCCLS, and the Washington County Board of County Commissioners (BCC), each acting within the scope of its defined responsibilities.

7.2. DECISION-MAKING STRUCTURE. The Parties shall utilize the Cooperative’s established governance framework to review, consider, and make recommendations concerning Collective Decisions. This structure, comprised of the WCCLS Executive Board, the WCCLS Library Leadership Group, WCCLS, and the BCC, shall remain the basis for Cooperative decision-making for the duration of this Agreement.

7.3. VOTING MECHANISM FOR COLLECTIVE DECISIONS. Except as otherwise provided in this Agreement, Collective Decisions requiring action or recommendation by the Cooperative shall satisfy a two-thirds majority vote. Decisions requiring formal action by the BCC shall proceed as recommendations through the Cooperative's governance structure and shall be considered by the BCC in accordance with applicable laws and County procedures.

7.4. FAILURE TO ACHIEVE TWO-THIRDS MAJORITY. If the Cooperative fails to achieve the required two-thirds majority vote on a Collective Decision requiring Board of County Commissioners action, WCCLS will transmit a summary of the decision-making process, including the final vote and options considered, to the BCC.

8. AMENDMENTS. All changes, modifications, or amendments to this Agreement shall only be considered upon approval of three fourths (3/4) of the Member representatives of the Executive Board. Following a recommendation from the Executive Board, this Agreement may be changed, modified, or amended only in writing executed by three fourths (3/4) of the Parties to this Agreement.

9. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any Party.

10. INTERPRETATION. The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement. This Agreement has been negotiated and prepared by the Parties with their counsel. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor nor against any Party.

11. TERMINATION. This Agreement may be terminated only pursuant to the following:

11.1. This Agreement shall terminate as to any individual Party upon that Party ceasing to be a Party to the Cooperative Operating Agreement.

11.2. This Agreement shall terminate in its entirety, as to all Parties, upon execution of a declaration signed by three-fourths (3/4) of all Parties to this Agreement terminating its effectiveness.

12. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. LIABILITY AND INDEMNIFICATION. Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs at trial and on appeal) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facility the defense of any such claim or demand.

14. NO BENEFITS. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party.

15. NOTICE. Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that Party that may result in litigation and is directly related to this Agreement.

16. INSURANCE. Each Party agrees to maintain insurance or self-insurance, as applicable, in accordance with ORS 30.282. The specific types and minimum levels of insurance required of the Parties shall be as set forth in the then-current operating agreement between the parties governing the provision of library services ("Cooperative Operating Agreement").

Each Party agrees to comply with the insurance requirements established in the Cooperative Operating Agreement for so long as the Cooperative Operating Agreement remains in effect. Nonprofit Contractors shall provide certification of insurance upon request, in accordance with the Cooperative Operating Agreement.

In the event no Operating Agreement is in effect, each Party shall maintain insurance or self-insurance at levels sufficient to comply with the Oregon Tort Claims Act, including ORS 30.270 and ORS 30.282, until such time as a successor operating agreement becomes effective.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

18. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

Sr. Assistant County Counsel

ATTACHMENT A: DECISION-MAKING MATRIX

The following table provides an overview of the categories of decisions referenced in this Agreement and identifies whether they are subject to Collective Decision-Making, local decision-making, or WCCLS decision-making. This attachment is intended to guide the Parties in determining the appropriate decision-making pathway.

	Governance Decisions	Funding Decisions	Service Decisions
Collective Decisions	Changes to governance structure IGA revisions	Levy renewal/replacement proposals Funding allocation methodology adjustments Cooperative-wide funding strategies	Develop and maintain shared vision and priorities Service strategies and plans to address operational needs and emerging issues Cooperative-wide policies affecting patron experience and staff workflows Contracts for Cooperative-wide service Base service levels Cooperative-wide communications and outreach Cooperative-wide programs and initiatives
Local Decisions	Local board policies and advisory group roles/responsibilities	Local budgeting and resource allocation Local facility or equipment maintenance and operations	Local service delivery strategies and priorities Local communications and outreach Local programs and initiatives
WCCLS Decisions		WCCLS budgeting and resource allocation Central facility equipment or maintenance and operations	Operate and maintain county-wide infrastructure Operate and maintain county-wide services

DECLARATION TERMINATING INTERGOVERNMENTAL AGREEMENT - WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES

This Declaration is executed pursuant to **Section 9(B)** of that certain *Intergovernmental Agreement – Washington County Cooperative Library Services*, effective January 1, 2006 (“Prior Agreement”).

RECITALS

WHEREAS, Section 9(B) of the Prior Agreement provides that the Prior Agreement may be terminated in its entirety upon execution of a declaration signed by three-fourths (3/4) of all parties to the Prior Agreement; and

WHEREAS, the parties have approved a successor intergovernmental agreement entitled *Cooperative Governance Agreement* (“Successor Agreement”), which establishes a new governance framework for Washington County Cooperative Library Services; and

WHEREAS, the undersigned party desires to execute this Declaration in furtherance of terminating the Prior Agreement and effecting an orderly transition to the Successor Agreement;

NOW, THEREFORE, the undersigned party declares as follows:

DECLARATION

1. Declaration of Termination.

The undersigned party hereby executes this Declaration pursuant to Section 9(B) of the Prior Agreement. Upon execution of counterpart declarations by parties constituting not less than three-fourths (3/4) of all parties to the Prior Agreement, the Prior Agreement shall be terminated in its entirety.

2. Effective Date of Termination.

The termination of the Prior Agreement shall be effective automatically and concurrently with the effective date of the Successor Agreement, which is July 1, 2026.

3. Effect of Termination.

As of the effective date of termination, the Prior Agreement shall be of no further force or effect, except to the extent necessary to give effect to actions taken or obligations incurred pursuant to the Prior Agreement prior to its termination.

4. Authority.

The undersigned represents and certifies that they are duly authorized to execute this Declaration on behalf of the party identified below.

SIGNATURE

[Name of Party]

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Senior Assistant County Counsel

Date: _____

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Adrienne Doman Calkins, Library Manager

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: **Resolution 2026-038, Authorizing the City Manager to Sign a Cooperative Operating Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)**

Issue:

Shall the City Council authorize the City Manager to sign a Cooperative Operating Agreement with Washington County, on behalf of WCCLS, to provide public library services from July 1, 2026, through June 30, 2031.

Background:

Resolution 2022-023 authorized the City Manager to sign the current Washington County Cooperative Library Services (WCCLS) Public Library Network, Services, and Funding Intergovernmental Agreement, which will expire on June 30, 2026. Washington County voters approved Ballot Measure 34-345, a five-year local option levy to support countywide library services. A revised five-year agreement for countywide library services is proposed, called the Cooperative Operating Agreement.

The revision process involved representation from all partner libraries (nine cities and three nonprofits), WCCLS, and Washington County. The process was part of a larger collaborative WCCLS Funding and Governance Evaluation Project conducted from late 2023 to present with WCCLS Executive Board and member library directors representation. The WCCLS Executive Board has representatives from each partner library and advises the Board of County Commissioners on funding for countywide library services, distribution of financial resources for providing countywide library services and long-term governance and funding strategies.

An outcome of that Funding and Governance Evaluation Project was this new Cooperative Operating Agreement, which includes a revised funding formula for member library distributions, revised library service area maps, upcoming centralized collection management (starting no earlier than July 2027), and a new decision-making matrix.

The revised agreement is supported by the WCCLS Executive Board and was approved by the Board of County Commissioners.

Sherwood and several other partners have expressed the ongoing need to have improved stability and reliability of the County's General Fund transfer to WCCLS for member library distributions, as well as concerns about centralized collections management impacting local collections and controls.

WCCLS has put forward a good faith draft Memo of Understanding to document commitments and responsibilities related to WCCLS centrally providing the selection, acquisition, cataloging, and ongoing management of physical library collections for partner libraries. The MOU will be further developed with partner library input and includes preserving distinct local needs, incorporates local staff expertise, and allows partner libraries to supplement local collections with their own purchases. The MOU is expected to be finalized by end of July, 2026, and will require partner signatures.

The agreement presented is:

1. The Cooperative Operating Agreement provides public library services from July 1, 2026, through June 30, 2031.

Financial Impacts:

The proposed annual distribution of WCCLS funds to Sherwood Public Library will be \$1,520,000 in FY26-27.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-038, Authorizing the City Manager to Sign a Cooperative Operating Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS).



RESOLUTION 2026-038

AUTHORIZING THE CITY MANAGER TO SIGN A COOPERATIVE OPERATING AGREEMENT WITH WASHINGTON COUNTY ON BEHALF OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

WHEREAS, the Cooperative Operating Agreement provides funding for Sherwood Public Library and is the vehicle to share materials from other Washington County libraries and from WCCLS to the benefit of Sherwood citizens; and

WHEREAS, Resolution 2022-023 authorized the City Manager to sign the current Washington County Cooperative Library Services (WCCLS) Public Library Network, Services, and Funding Intergovernmental Agreement, which will expire on June 30, 2026; and

WHEREAS, Washington County voters approved Measure 34-345, a five-year local option levy to support countywide library services; and

WHEREAS, a new five-year agreement for countywide library services is proposed, called the Cooperative Operating Agreement; and

WHEREAS, the revision process involved representation from all partner libraries (nine cities and three nonprofits), WCCLS, and Washington County; and

WHEREAS, the process was part of a larger collaborative WCCLS Funding and Governance Evaluation Project conducted from late 2023 to present with WCCLS Executive Board and member library directors representation; and

WHEREAS, the WCCLS Executive Board has representatives from each member library and advises the Board of County Commissioners on funding for countywide library services, distribution of financial resources for providing countywide library services and long-term governance and funding strategies; and

WHEREAS, an outcome of that Funding and Governance Evaluation Project was this new Cooperative Operating Agreement, which includes a revised funding formula for member library distributions, revised library service area maps, upcoming centralized collection management (starting no earlier than July 2027), and a new decision-making matrix; and

WHEREAS, the revised agreement is supported by WCCLS Executive Board; and

WHEREAS, the Board of County Commissioners approved the agreement for public library services in Washington County; and

WHEREAS, Sherwood and several other partners have expressed the ongoing need to have improved stability and reliability of the County’s General Fund transfer to WCCLS for member library distributions, as well as concerns about centralized collections management impacting local collections and controls; and

WHEREAS, WCCLS has put forward a good faith draft Memo of Understanding to document commitments and responsibilities related to WCCLS centrally providing the selection, acquisition, cataloging, and ongoing management of physical library collections for partner libraries; and

WHEREAS, the MOU will be further developed with partner library input and includes preserving distinct local needs, incorporates local staff expertise, and allows partner libraries to supplement local collections with their own purchases; and

WHEREAS, the MOU is expected to be finalized by end of July, 2026, and will require partner signatures; and

WHEREAS, the attached Exhibit A, Cooperative Operating Agreement, provides public library services from July 1, 2026, through June 30, 2031.

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

Section 1. The City Manager is authorized to sign a Cooperative Operating Agreement with Washington County on behalf of WCCLS in forms 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 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

COOPERATIVE OPERATING AGREEMENT

This Cooperative Operating Agreement is made by and among Washington County, a home rule subdivision of the State of Oregon, on behalf of Washington County Cooperative Library Services, a department of Washington County, and the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

RECITALS

A. Washington County voters approved Measure 34-345, a five-year local option levy to support countywide library services to support open hours at public libraries, WCCLS systems, and access to books, materials, and community events for all county residents;

B. The Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries in Washington County;

C. The Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. Agreement means this Cooperative Operating Agreement.

1.2. Assessed Value has the same meaning as set forth in ORS 308.146 or any subsequent revision or amendment thereof.

1.3. Base Service Levels means the agreed-upon service levels to be provided by WCCLS and Contractors as outlined in Sections 10 and 12.

1.4. Bibliographic Record means an entry in a bibliographic index (or a library catalog) which represents and describes a specific edition of a resource (but not a specific item). A Bibliographic Record contains the data elements necessary to help users identify that resource. A single Bibliographic Record can have multiple Item Records attached to it.

1.5. Circulation Record means any document or record, however maintained, the primary purpose of which is to provide for control of the circulation or other use of library materials by the public. May identify a specific person as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.6. Contractors means the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association.

1.7. County means Washington County.

1.8. Directory Services means a distributed, hierarchical database structure maintained by WCCLS that shares infrastructure information for locating, securing, managing, and organizing computer and network resources including files, users, groups, peripherals, and network devices. It provides authentication and authorization functions, as well as providing a framework for other such services.

1.9. Eligible Users means all Washington County residents; residents of any jurisdiction or special district that has entered into a reciprocal borrowing agreement with Washington County; and paying card holders, as further defined and subject to applicable Cooperative policies and procedures.

1.10. Emergency Support means actions taken to address Contractor site-wide service outage of the Integrated Library System, WCCLS Wi-Fi, online catalog, self-check kiosks' connection to the Network, automated materials handling units' connection to the Network, WCCLS website, or the Internet.

1.11. Full-Service Location means a library location that is staffed during open hours and offers a full range of services, including but not limited to, access to the collection, public access computers, in-person assistance for the public, programs and events.

1.12. Full-Time Equivalent (FTE) means a level of staffing equivalent to a full-time employee working 2,080 hours per year.

1.13. Generative AI is defined by Washington County Administrative Policy 607: Artificial Intelligence Acceptable Use Policy. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.14. Host means any intelligent device connected to the WCCLS Information Network that is addressable by a network/transport protocol, including, but not limited to, desktop and laptop computers, network printers, mobile devices, self-

check kiosks, and routers.

1.15. Inordinate Expansion means expansion of the Wi-Fi network, software license count, or Host count which exceeds typical growth. Typical growth will not exceed a 15% increase in WCCLS issued software licenses, Wi-Fi access points, or any other information technology-related material or service provided by WCCLS, over the life of the Agreement.

1.16. Integrated Library System means an enterprise resource management system for a library, used to track cataloging (for example items owned), acquisitions (for example orders or invoices), circulation (for example check-in/out or hold requests), and manage administration (for example users, workstations, permissions, or settings).

1.17. Item Record means a record that allows for the location, circulation and inventory control of all items owned by a library. Item Records contain fields that indicate the unique barcode number, the shelf location of the item, its current temporary location, statistical fields used for reports, a field that helps determine circulation rules, and date fields and counters that track current and past activity. Multiple Item Records can be attached to a single Bibliographic Record.

1.18. MAN or Metropolitan Area Network means a computer network that interconnects users with computer resources across a geographic region.

1.19. Network means the WCCLS Information Network.

1.20. Network Maintenance means any process deemed necessary to sustain the WCCLS Information Network throughout its operational life cycle. This may include, but is not limited to, hardware or software component upgrades, new software or hardware installs, hardware or software replacement, and integration of cloud-based information services.

1.21. Nonprofit Corporation has the same meaning as set forth in ORS 65.001(33) or any subsequent revision or amendment thereof.

1.22. Party or Parties means the County, WCCLS, the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

1.23. Patron Record means a document, record, or other method of storing information retained by a library that contains Personal Information and/or other information about a person, including but not limited to the person's name, address, electronic mail address or telephone number, or that identifies a person

as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.24. Personal Information is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy.

1.25. Personal Information Data Breach is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.26. Regular Support means non-emergency assistance with the use of the WCCLS Network. This may include, but is not limited to, requests for new users, troubleshooting wired or wireless network connectivity for an existing host or staff member, configuration or upgrade of WCCLS licensed software, installation of a new network host, or the general use of WCCLS licensed software or services.

1.27. Safe Harbor Languages has the same meaning as set forth in Washington County's Language Assistance Administrative Policy number 207. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.28. Service Boundary means the geographic area for which each Contractor is designated as the primary service provider for public library services within Washington County.

1.29. Service Population means the estimated populations residing within a designated Service Boundary, used to determine FY2026-2027 funding allocations and for annual statistical reporting.

1.30. User Category means a classification of Eligible Users established by WCCLS Policies and Procedures, which may be based on residency, reciprocal borrowing status, or paid membership status.

1.31. Volunteer means any individual, organization or contractor who performs hours of service for Parties without promise, expectation, or receipt of compensation for services rendered, during such hours.

1.32. WCCLS (Washington County Cooperative Library Services) means a department of County government that exists to coordinate, contract for, and/or provide a full range of library and information services to Eligible Users.

1.33. WCCLS Executive Board means the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

1.34. WCCLS Information Network or Network means the system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.35. WCCLS Library Leadership Group means the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

1.36. WCCLS Policies and Procedures means, collectively, the policies and procedures adopted by the WCCLS Library Leadership Group. Such policies and procedures consist of written standards, methods, and guidelines that govern the activities of WCCLS and Contractor staff, ensure the appropriate use of shared systems, and support the Parties in providing a consistent experience for library users.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, through June 30, 2031, unless terminated pursuant to Section 18 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK. The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation. WCCLS shall have full ownership of all Network components and shall make the system available to Contractors.

3.1. RECORDS UPON TERMINATION OF THIS AGREEMENT. Upon termination of this Agreement pursuant to either Section 2 or Section 18 herein, Item Records entered into the Integrated Library System by Contractors and the associated Bibliographic Records, shall be exported upon request. Contractor shall pay all reasonable costs associated with providing records in digital format. Patron Records will not be provided to a Contractor upon termination of this Agreement.

4. PERSONAL INFORMATION AND CONFIDENTIALITY OF DATA. All Parties have a responsibility to safeguard Personal Information, Patron Records, and Circulation Records in their care. All Contractors have a responsibility to report to WCCLS a Personal Information Data Breach, and/or disclosures of Patron Records and/or Circulation Records. Patron Records and Circulation Records are exempt from public disclosure pursuant to ORS 192.355(23) and also must be protected pursuant to ORS 646A.600 through 646A.628 (Oregon Consumer Information Protection Act), which is enforced by the State of Oregon, Department of Consumer and Business Services.

4.1. APPROPRIATE USE OF PERSONAL INFORMATION AND RECORDS. Except as otherwise required by law or court order, Contractors agree that they will not disclose Personal Information, Patron Records, or Circulation Records, regarding a person, item circulation, or the use of library resources and services including, but not limited to, databases, e-content, public Internet terminal sessions, and wireless Internet access.

Contractors must not enter, upload, or process any Personal Information, Circulation or Patron Records using Generative AI tools or large-language-model services (e.g., ChatGPT, Claude, Gemini, Copilot, or similar) unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors may not disclose Personal Information, Circulation Records, or Patron Records to any external platforms, vendors, partners, service providers or other entities, unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors agree that only trained, authorized library staff shall have access to such Personal Information, Patron Records and/or Circulation Records in the course of operating the system. While Volunteers may have access to components of the Network, they are not authorized to access Personal Information, and/or Patron Records, and accessing such information is in violation of this Agreement. Contractors may use name and address information for library purposes only in accordance with established WCCLS Policies and Procedures and Washington County Administrative Policy 506 "Personal Information Protection Policy."

4.2. REQUESTS FOR PERSONAL INFORMATION FROM OTHER AGENCIES. Contractors agree to forward to WCCLS all requests for Personal Information, Patron Records, and/or Circulation Records from law enforcement or other requestors in accordance with established WCCLS Policies and Procedures.

4.3. DATA BREACH. In the event of a data breach involving Patron Records, Circulation Records, or Personal Information, the Party responsible shall: (1) Notify the WCCLS and/or relevant Contractor(s) as soon as practicable, and no later than five business days; (2) Investigate promptly; (3) If a Contractor, work with WCCLS to provide statutory notices required under OCIPA within 45 days, and if WCCLS, provide statutory notices required under OCIPA within 45 days; (4) Cooperate with the relevant Party/Parties regarding communication, mitigation, and regulatory follow-up.

Contractors shall defend, indemnify, and hold harmless WCCLS for claims arising from the Contractor's acts, omissions, or failures related to handling Patron

Records, Circulation Records or Personal Information, subject to the limitations of the Oregon Tort Claims Act.

5. WCCLS INFORMATION NETWORK SERVICE AVAILABILITY. Network shall be available for use twenty-four (24) hours a day except for routine or emergency Network Maintenance. WCCLS will provide Contractors with prior notice of planned Network downtime if it will affect library operations during library business hours. In the event of an extended outage, WCCLS will make reasonable efforts to communicate with partners regarding outage status, resolution efforts, and estimated timelines for service restoration. No liability shall be assumed by WCCLS if Network experiences downtime.

5.1. NETWORK SUPPORT SCHEDULE. WCCLS staff shall be available to provide Regular Support and Emergency Support for the Network according to this schedule:

	Regular Support Begins	Regular Support Ends	Emergency Support Begins	Emergency Support Ends
Monday – Friday	9 am	5 pm	8 am	9 pm
Saturday – Sunday	none	none	10 am	6 pm
County observed & official holidays	none	none	none	none

6. WCCLS INFORMATION NETWORK DATA RECOVERY. WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery if live data or the system is damaged or destroyed and is not for archival purposes.

7. DUTIES AND RESPONSIBILITIES OF WCCLS FOR THE NETWORK. WCCLS shall:

7.1. Purchase, and coordinate licensing of the Integrated Library System, personal computer reservation, and print management software to be installed and utilized by Contractor at Full-Service Locations.

7.2. Provide software updates to Contractors for software licensed by WCCLS for installation and utilization at member libraries.

7.3. Maintain and store all electronic information and communications created,

processed, or stored in the conduct of Contractor business, on systems owned or operated by WCCLS, in compliance with Washington County policy, Oregon Public Records Laws and civil litigation requirements.

7.4. Provide and maintain Directory Services to control access to the Network.

7.5. Provide private Internet Protocol (IP) subnetwork addresses and Domain Name System (DNS) resolution services for all Full-Service Locations. Contractor must utilize the WCCLS provided private IP subnetwork addresses when connecting Hosts to the Network.

7.6. Provide filtered and unfiltered Internet access to all Full-Service Locations.

7.7. Take steps to maintain security, up to and including terminating a connection between one or more Network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Contractors about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under Section 9, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved, or the threat is removed.

7.8. Provide and maintain Hosts that connect Full-Service Locations to the Network. These Hosts include a service provider switch that establishes connectivity to the provided MAN, a firewall that provides access controls and encryption between locations and services on the Network, an Ethernet switch that hands off to Contractor's internal switching hardware, Wi-Fi access points, and a 15-amp uninterrupted power supply

8. DUTIES AND RESPONSIBILITIES OF CONTRACTORS FOR THE NETWORK. Contractors shall:

8.1. Provide, maintain, and administer cabling, equipment, software including operating systems and anti-malware, associated devices and Hosts within Contractor's building that are connected to the Network and not provided by WCCLS. Contractors will meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new copper data cabling.

8.2. Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided and maintained by WCCLS. Contractor must provide WCCLS with site and relevant data closet access within 5 business days of a request for access.

8.3. At a minimum, configure network devices that always comply with hardware, software and security requirements deemed necessary by WCCLS Network security policies. Hosts connected to the Network must be secured and supervised by

Contractor staff during use. Contractor shall not allow public users to use staff Hosts. Every reasonable effort should be made so that Hosts connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.

8.4. Be responsible for system security by limiting access to staff accounts to trained, authorized staff and Volunteers, using individually assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, two-factor authentication, encryption of sensitive information, and/or locking workstations when not in use. Noncompliance with this item, including shared logon credentials for staff, is considered a material breach of this agreement. Shared staff logon credentials may be deleted by WCCLS.

8.5. Contractors shall implement controls to prevent unauthorized disclosure of Personal Information, Circulation Records, and/or Patron Records as indicated in Section 4, including staff training and compliance with adopted policies and procedures.

8.6. Contractors shall use WCCLS Directory Services to access the Network.

8.7. Contractor is prohibited from:

8.7.1. Attaching wireless bridges, routers, or access points to Network.

8.7.2. Using network address translation (NAT) on Network.

8.7.3. Adding any other network extenders or repeaters to the Network.

8.8. Make every reasonable effort to protect Network equipment and data from the impacts of negligence, abuse, theft or misuse. Contractor will reimburse WCCLS for the costs of repairing and or replacing damaged equipment on or associated with Contractor's premises.

8.9. Notify WCCLS Support within no more than five business days that they have separated with an employee or Volunteer (if the volunteer had a user account), so WCCLS can disable the user account to maintain Network security. Noncompliance with this item is considered a material breach of this agreement.

8.10. Provide an inventory of Network Hosts in Contractor's facility and connected to the Network upon request by WCCLS.

8.11. Conduct an inventory of licenses in use by the Contractor as requested by WCCLS.

9. DEFAULT ON AGREEMENTS RELATED TO THE WCCLS INFORMATION NETWORK.

9.1. DEFINITION OF DEFAULT. Each of the following shall constitute a default:

9.1.1. Material noncompliance with the terms of Paragraphs 3 through 9 of the Agreement or any policies or procedures adopted pursuant to this Agreement;

9.1.2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications;

9.1.3. Failure to maintain physical or system security protocols or procedures as directed by WCCLS.

9.2. NOTIFICATION OF DEFAULT. If a Contractor or WCCLS learns of a default, WCCLS or the Contractor, respectively, shall:

9.2.1. Advise the party in writing of the alleged default and any action required to cure the default;

9.2.2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

9.3. FAILURE TO CURE DEFAULT BY CONTRACTOR. If a Contractor fails to cure the alleged default after WCCLS notifies the Contractor of the alleged default, WCCLS may, following written notice to the Contractor:

9.3.1. Prohibit Contractor from the use of the Network;

9.3.2. Take any action to cure or stop the default;

9.3.3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;

9.3.4. Terminate this Agreement as regards to the defaulting Contractor.

9.4. FAILURE TO CURE DEFAULT BY WCCLS. If WCCLS fails to cure the alleged default after Contractor notifies WCCLS of the alleged default, Contractor may, following written notice to WCCLS:

9.4.1. Take any action to cure or stop the default;

9.4.2. Recover any costs, expenses of disbursements incurred by Contractor to cure the default;

9.4.3. Terminate this Agreement as regards to WCCLS.

9.5. EMERGENCIES. WCCLS may lock out a Contractor from the system without notice in the event of an emergency involving, but not limited to, system damage,

data breach, or the breach of security or confidentiality of the system.

10. BASE SERVICE LEVELS TO BE PROVIDED BY WCCLS. WCCLS agrees to provide the following services to Contractors and/or Eligible Users in accordance with Base Service Levels and minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof. WCCLS agrees to provide the following:

10.1. Collections and materials. Provide and maintain:

10.1.1. Community-focused collections comprising physical books and media in priority languages to meet local patron needs (beginning July 2027).

10.1.2. Access to interlibrary loan service facilitating interlibrary loan borrowing from and lending to libraries outside of Washington County.

10.1.3. Mail service for those who experience physical barriers to accessing in-person library services.

10.1.4. Digital collections in priority languages.

10.1.5. Digital learning tools and databases.

10.2. Community engagement and outreach. Provide and maintain:

10.2.1. A website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.

10.2.2. Countywide engagement and partnerships with community organizations and members.

10.3. Technology and infrastructure. Provide and maintain:

10.3.1. Free public wireless internet access (wi-fi).

10.3.2. Online catalog accessible 24/7 inside and outside of libraries at wccls.org and training resources to support usage of the public catalog interface.

10.3.3. Events calendar interface for the public at wccls.org.

10.3.4. Integrated Library System including maintaining bibliographic and patron data; provide training resources to Contractors to support usage of the Integrated Library System.

10.3.5. Item inventory tags, security tags and library cards for use by Contractors.

10.3.6. Circulation technology to support efficient operations, including but not limited to barcodes and radio-frequency identification (RFID) tags, routing materials, containers for materials movement, online payment system, RFID scanning software, and bulk/container check-in software.

10.3.7. The WCCLS Information Network in accordance with the agreements outlined in Section 7: Duties and Responsibilities of WCCLS for the Network.

10.4. Operations. Provide and maintain:

10.4.1. Basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporates relevant American Library Association (ALA) professional ethical codes, rules and guidance.

10.4.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

10.4.3. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems.

10.4.4. Facilitation of reciprocal borrowing agreements with other jurisdictions, or special districts operating libraries.

10.5. Notification of impact to Contractor operations. Except in the case of emergencies or circumstances beyond WCCLS's control, WCCLS agrees to provide as much advance notice as possible regarding planned operational changes expected to materially impact Contractor operations. In the event of unplanned or emergency changes, WCCLS shall notify Contractors as soon as practical.

11. ADDITIONAL WCCLS SUPPORT FOR CONTRACTORS. WCCLS support for any new automated or in-person or remote service points, building expansions, annexes, Inordinate Expansion of Network, or digital resources will be negotiated separately from this Agreement and a signed letter of agreement must be executed prior to WCCLS committing staff, fiscal, or equipment resources to those projects.

12. BASE SERVICE LEVELS TO BE PROVIDED BY CONTRACTORS. By receipt of funds from WCCLS, each Contractor agrees to provide library services in accordance with Base Service Levels and minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof. Contractors that are Nonprofit Corporations will comply with all applicable State Statutes and Rules governing Oregon Nonprofit Corporations. Contractor agrees to provide the following:

12.1. Collections and materials. Provide and maintain:

12.1.1. Local collection comprising physical books, media, and other materials (at minimum, through June 30, 2027).

12.1.2. Access to community-focused collections comprising physical books and media in priority languages to meet local patron needs provided by WCCLS (after June 30, 2027).

12.2. Community outreach and engagement. Provide and maintain:

12.2.1. A Contractor provided website that enables local library users to learn about Contractor hours, services, programs, as well as local library leadership, policies, and governance information.

12.2.2. Link to wccls.org to ensure compliance with OAR 543-010-0036, providing access to State Library of Oregon resources and services available to all Oregon residents.

12.3. Personnel. Provide and maintain:

12.3.1. Staffing levels of at least four full-time equivalents or staffing sufficient to support 45 open hours per week at each staffed library location, whichever is greater.

12.3.2. At least one full-time exempt employee.

12.3.3. Schedules to ensure paid library staff are available during all hours the library is open to the public.

12.4. Programs and services. Provide and maintain:

12.4.1. In-person services for people of all ages in response to community needs and demand.

12.4.2. Regular and consistent programming in response to community demand, including targeted programming for Early Childhood Literacy, Youth, Teens, and Adults.

12.5. Technology. Provide and maintain:

12.5.1. Staff computers, scanners, and printers.

12.5.2. Circulation technology to support efficient operations, including but not limited to barcode scanner(s), device(s) for checking materials in and out, receipt printer(s), and radio-frequency identification (RFID) pad(s).

12.5.3. Free public access computers with internet access.

12.6. Public spaces. Provide and maintain:

12.6.1. Access to buildings and the services within.

12.6.2. A minimum of 45 open hours every week (Sunday – Saturday), including at least one evening (open to at least 6 pm) and at least one weekend day (Saturday or Sunday) per week, with the following exceptions:

12.6.2.1. Buildings may be closed for state and federal holidays, and therefore open less than 45 hours in a week with a state or federal holiday.

12.6.2.2. Buildings may be closed to provide professional development to library staff, and therefore open less than 45 hours in that week, for up to 12 non-consecutive days per fiscal year.

12.6.2.3. Building closures may be necessary due to inclement weather conditions, and facility or safety emergencies, and therefore open less than 45 hours in that week.

12.6.2.4. Should a Contractor need to temporarily close a building for more than two weeks due to a facility or safety emergency, Contractor should provide a plan to WCCLS for reopening and alternative service.

12.6.2.5. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide a plan to WCCLS for how alternative space and services will be provided by the Contractor, no less than 6 months in advance of the planned closure, or as soon as practicable Any additional support from WCCLS to support these alternative services and spaces should be mutually agreed upon and captured in a memorandum of agreement to be signed no less than 3 months before the planned closure, or as soon as practicable. The parties agree that the purpose of advance notice and any resulting memorandum of agreement is to enable transparent planning and efficient allocation of WCCLS resources.

12.6.2.6. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide, at minimum, 6 months' notice for other Contractors operating library buildings within adjacent service areas, or as soon as practicable.

12.7. Operations. Provide and maintain:

12.7.1. Basic policies in place and accessible online that incorporates relevant American Library Association (ALA) professional ethical codes and rules.

12.7.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

13. COOPERATIVE SERVICE AGREEMENTS. In addition to the Base Service Levels set forth in Section 12, each Contractor agrees to provide library services in accordance with the following cooperative service agreements. Contractor agrees to:

13.1. Ensure the same level of access to materials, resources, and services for all Eligible Users within the same User Category, as established by Cooperative policies and procedures.

13.2. Not charge Eligible Users fees for the checkout or renewal of library materials, except as expressly permitted by Cooperative policies and procedures and uniformly applied to all Eligible Users within the same User Category.

13.3. Apply all fees, limitations, and policies uniformly to Eligible Users within the same User Category. Such fees may include special service fees authorized by Cooperative policies and procedures.

13.4. Abide by Cooperative policies and procedures as agreed upon by the WCCLS Library Leadership Group.

13.5. Take full responsibility for linking item information for Contractor's holdings to Bibliographic Records in the catalog; and for meeting cataloging standards as outlined in the Policies and Procedures (up to June 30, 2027).

13.6. Only distribute library cards provided by WCCLS to library users.

13.7. Clearly identify its cooperative membership in its own public communications or publicity materials using approved WCCLS branding and membership language.

13.8. Clearly credit WCCLS when promoting resources and services provided by WCCLS using approved WCCLS branding and language.

14. SERVICE BOUNDARIES AND SERVICE POPULATIONS. Contractors agree to provide library services in accordance with the established Service Boundaries as set forth in EXHIBIT A "FY2026-2027 through FY2030-2031 Library Service Boundaries" and described within this section.

14.1. ESTABLISHING SERVICE BOUNDARIES. Service Boundaries were established by assigning County voter precincts to Contractors based on an analysis of overlap

of voter precincts with existing city boundaries, travel time to Contractor libraries, and alignment with Urban Planning Area Agreements as of October 2025. A summary of the methodology used to establish Service Boundaries is included in EXHIBIT B “Library Service Boundary Methodology.”

14.2. PURPOSE OF SERVICE BOUNDARIES. Service Boundaries will be used to define the community or populations for which each Contractor is recognized as the primary service provider for public library services. Service Boundaries define the geographic area for which each Contractor is primarily responsible for providing outreach services to clarify service responsibility and avoid duplication or gaps in outreach services. Service Boundaries will also be used for determining each Contractor’s official service population for annual statistical reporting to the State Library of Oregon, and applications for state and federal library funding.

14.3. COORDINATION OF SERVICE ACROSS BOUNDARIES. Service Boundaries shall not be used to deny access to materials, resources and services for Eligible Users. Requests for specific services by schools or other community organizations located within a Service Boundary, and received by a library in a different Service Boundary, will be referred to a library within the requester’s Service Boundary. Partnerships or other coordinated services may be agreed on by multiple libraries to better serve the public if the library within the requester’s Service Boundary is not able to meet the need.

14.4. SERVICE POPULATIONS. Each Contractor’s service population shall consist of the population residing within the defined Service Boundary, as defined within this Agreement. WCCLS shall update service population estimates on an annual basis only for the purpose of annual statistical reporting and applications for state and federal library funding. Service population estimates will be provided to Contractors in time to fulfill State Library of Oregon statistical reporting requirements.

14.5. MODIFICATIONS RESULTING FROM ANNEXATION. If during the term of this Agreement a city Contractor annexes land within their Urban Planning Area Agreement, the previously unincorporated service area and corresponding population will be reassigned to the city Contractor. Within a two-year period of the annexation, the annexed land will fully transition to the city Contractor for library service. During the transition period, library service shall be provided in accordance with a service transition plan developed by the affected Contractors, with support from the County, and the funding distribution for affected lands will be reviewed. At the conclusion of the transition period, the annexed land shall be fully transitioned to the city Contractor for purposes of service responsibility, service population reporting, and funding.

14.6. OTHER MODIFICATIONS TO SERVICE BOUNDARIES. No other changes to Service Boundaries shall be made for the term of this Agreement.

15. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT. No person shall be denied the benefits of or be subjected to discrimination in any program, service, or activity provided by County personnel, Contractors, or consultants on the grounds of race, color, national origin, English proficiency, age, disability, religion, marital status, familial status, sex, gender, gender identity, sexual orientation, or source of income. Contractors and subrecipients acknowledge that they are aware of federal, state, and local non-discrimination requirements. Washington County contracts and subrecipient agreements include the non-discrimination clauses required by federal statute and executive orders and their implementing regulations.

15.1. CONTRACTOR COMPLIANCE. Contractors will:

15.1.1. Post notice that free language assistance is available;

15.1.2. Use document translation and/or interpretation services upon request of the user;

15.1.3. Ensure that library card applications are available to users in the multiple language options provided by WCCLS, at a minimum printing them upon request;

15.1.4. Post notice and make interpretation services available for any public meetings related to library governance, such as library advisory boards.

15.2. WCCLS COMPLIANCE. WCCLS will:

15.2.1. Provide signage to libraries of Contractors indicating that free language assistance is available;

15.2.2. Provide access to translation and interpretation services to the libraries of Contractors who do not already have access to this service;

15.2.3. Provide library card applications in Safe Harbor Languages;

15.2.4. Work towards providing an online payment interface in Safe Harbor Languages.

16. FUNDING ALLOCATIONS. As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in this section.

16.1. PURPOSE OF FUNDS. By receipt of funds from WCCLS, each Contractor agrees to expend those funds to provide library services in accordance with the established Base Service Levels and Cooperative Service Agreements. In the event that WCCLS future funding allocations are reduced to the extent that Base Service Levels cannot be met, WCCLS and Contractors will determine mutually agreeable

service levels to be provided. Contractors must spend all funds received from WCCLS on library operations to fulfill Base Service Levels before expending funds on other allowable costs. Allowable costs for city Contractors include indirect costs, also known as overhead or administrative charges, and building lease costs for all Contractors. Once Base Service Levels are met, funds received from WCCLS may be used to support the development of a local fund balance as allowed per local policy or a fund balance to support up to four months of total annual Contractor expenditures for base library service, whichever is less. Funds received from WCCLS cannot be used for capital improvements including but not limited to new building construction, land acquisition, permanent improvement of buildings or building systems, or major repairs or deferred maintenance that extends the useful life of the facility. Routine building maintenance and minor repairs necessary to maintain safe, accessible and functional library facilities as well as expenditures related to furniture, fixtures, and movable equipment are allowable costs.

16.2. FUND BALANCE. The Board of County Commissioners, WCCLS and the Contractors are committed to a strategy that balances fiscal prudence with service delivery to meet community needs. WCCLS will maintain a minimum fund balance of three months of total annual expenditures. As projected annual expenditures increase, the total minimum fund balance will increase proportionately. This is an exception to Washington County’s Budget Contingency and Reserve Policy (Administrative Policy 411), which is authorized by the Board of County Commissioners, as per Section 3 of Policy 411.

16.3. FUNDING DISTRIBUTION. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in Section 16 and based on figures set forth in EXHIBIT C “Library Funding Allocations” and EXHIBIT D “Library Funding Allocation Methodology.” Funding distributions to Contractors shall be provided through the following mechanisms.

16.3.1. LIBRARY FUNDING ALLOCATION. Library funding allocations will be determined based on the FY26-27 funding allocations determined through the Funding and Governance Project presented in EXHIBIT C “Library Funding Allocations” and adjusted annually based on the procedures outlined in Section 16.3.2.

16.3.2. REVENUE-BASED ESCALATION OR REDUCTION OF ALLOCATIONS. Escalation or reduction of annual funding allocations for Contractors and WCCLS will be determined based on the net percentage increase or decrease in total projected revenue. Should total revenue combine for a net percentage increase over the previous fiscal year, funding allocations will be increased by that net percentage increase amount. Should total revenue combine for a net percentage decrease over the previous fiscal year, funding allocations will be decreased by that net percentage decrease amount. Net

percentage increase or decrease in total projected revenue will be determined in accordance with Sections 16.3.2.1 and 16.3.2.2.

16.3.2.1. TOTAL PROJECTED REVENUE. For the purpose of establishing funding allocations each year, Total Projected Revenue will be determined according to the following formula: [Projected Local Option Levy Revenue + Projected Delinquent Local Option Levy Taxes + Projected County General Fund Transfer] = Total Revenue. The County acknowledges the historical importance of General Fund support in the success of the library cooperative. The County is committed to allocation of General Fund in addition to the Local Option Levy revenue to support base service levels, with the understanding that projected County General Fund Transfers are determined through the County's annual budget process.

16.3.2.2. NET PROJECTED REVENUE INCREASE OR DECREASE. Net projected increase or decrease to total revenues will be determined according to the following formula: [Total Projected Revenue – Estimated Actual Total Revenues for the Current Fiscal Year] / [Estimated Actual Total Revenue for the Current Fiscal Year]*100 = Net Increase or Decrease to Total Projected Revenue. Estimated actual total revenue for the current fiscal year will be based on year-to-date actual revenues and financial forecasts prepared as part of the County's annual budget process.

16.3.2.3. NOTIFICATIONS OF ALLOCATIONS. WCCLS will provide Contractors with a written notice of forecasted allocation no later than January 31 annually, for the following fiscal year. The forecasted allocation will be based upon assessed value information and financial forecasts provided to the Board of County Commissioners in public meetings by Washington County staff.

16.3.3. REVENUE FROM USER FEES. Contractors and WCCLS may collect fees from users as allowed through Cooperative policy. Revenue from user fees will be retained by the Party who collects the fees. After deducting the cost for fee collection, revenue can only be used for allowable costs.

16.3.4. ADJUSTMENTS IN FUNDING DISTRIBUTIONS. Except as described in Section 14.5, no increases to funding allocations will be made in response to Contractor's opening a library service outlet prior to July 1, 2031. No decreases to funding allocations will be made in response to a Contractor's closing a library service outlet prior to July 1, 2031, as long as Contractor continues to operate one service outlet that meets Base Service Levels.

16.3.4.1. NOTIFICATION OF ADJUSTMENTS. WCCLS shall notify the Contractors in writing of any adjustments under this Section as soon as possible and no later than January 31.

16.3.5. DISTRIBUTION SCHEDULE. WCCLS shall make quarterly distributions to all Contractors on July 15, October 15, January 15, and April 15 of each fiscal year during the term of this Agreement. If any distribution date falls on a weekend or County-recognized holiday, distribution shall be made on the next business day.

17. SHARED ACCOUNTABILITY COMMITMENTS

17.1. PURPOSE OF SHARED ACCOUNTABILITY COMMITMENTS. The Parties agree that maintaining transparency, communication, and shared responsibility is essential to the effective operation of Cooperative library services. This section outlines high-level commitments related to reporting, communication, and addressing issues with the goal of reaching compliance in a collaborative manner.

17.2. SHARED REPORTING COMMITMENTS. The Parties agree to participate in a collective reporting process that supports system-wide understanding of service levels, financial stewardship, and fulfillment of responsibilities under this Agreement. At intervals established through the Library Leadership Group and Executive Board, and no less than annually, each Contractor and WCCLS will provide information sufficient to demonstrate compliance with agreements related to the use of library funds and delivery of Base Service Levels. The type and format of information to be shared shall be developed collectively and documented in an attachment or guidance adopted by the Library Leadership Group and Executive Board. This guidance will be adopted by January 31, 2027.

17.3. ONGOING COMMUNICATION. In addition to formal notice requirements for library closures laid out in Section 12.6.2, each Contractor and WCCLS agree to share information with Contractors as early as practical when local decisions or circumstances may reasonably affect Cooperative-wide services. Communications should be documented in writing for clarity and transparency with all Contractors. This may include, but is not limited to, matters regarding fulfillment of roles and responsibilities, compliance with shared policies or local policy, and/or funding or service changes that may impact services. The intent of this communication is to support early awareness, facilitate Cooperative planning, and maintain alignment across the Cooperative.

17.4. COOPERATIVE PROCESS FOR ADDRESSING ISSUES. If questions or concerns arise regarding a Contractor's or WCCLS's current ability to meet obligations under this Agreement or Cooperative-wide policies, the Parties agree to follow a collaborative problem-solving process:

17.4.1. INITIAL DIALOGUE. The Parties affected will first meet to clarify the issue, share information, and mutually determine whether adjustments or supports are needed.

17.4.2. COLLABORATIVE REVIEW. If further review is required, the matter may be brought to the Library Leadership Group for operational problem-solving or the Executive Board for problem-solving involving funding or governance issues. Issues will be brought before the Library Leadership Group or Executive Board according to the bylaws established outside of this Agreement.

17.4.3. ESCALATION ONLY WHEN NEEDED. If the issue cannot be resolved collaboratively, it may be elevated to County Administration and, if necessary, to the Board of County Commissioners for guidance, consistent with existing governance roles.

17.4.4. DOCUMENTATION. Resolutions or next steps agreed upon by the Parties will be documented for shared understanding and future reference.

18. TERMINATION.

18.1. The County may terminate this Agreement effective the end of any fiscal year upon sixty (60) days' written notice if sufficient funds are not available.

18.2. Each Contractor may terminate this Agreement effective the last day of a given fiscal year upon sixty (60) days' written notice to the County.

18.3. County and any individual Contractor may terminate participation in this Agreement separately. Any individual termination shall have no bearing or effect on the Agreement between remaining Parties and County, and the Agreement shall remain in full force and effect.

18.4. Upon delivery of a notice of termination under Sections 18.1 or 18.2, this Agreement shall remain in full force and effect through the end of the applicable fiscal year. During such period, the County shall continue to provide funding and each Contractor shall continue to provide library services in accordance with this Agreement, unless the Parties agree otherwise in writing.

19. INSURANCE. Each Contractor shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents.

19.1. City Contractors agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

19.2. For Contractors which are Nonprofit Corporations, certification of insurance meeting the County’s minimum requirements as set forth in EXHIBIT E “Insurance Requirements Summary Form,” shall be provided to WCCLS, and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds. Annual renewal certificates of insurance shall be submitted promptly to WCCLS via email to contracts@wccls.org.

20. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the Agreement including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20.1. Equal Opportunity. The Parties shall not discriminate against their employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the Parties.

20.2. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. As applicable, the Contractor agrees to:

20.2.1. Make payment promptly, as due, to all persons supplying to Contractor, labor or material for the performance of the work provided for in this Agreement;

20.2.2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;

20.2.3. Pay to the Department of Revenue all sums withheld from employee s pursuant to ORS 316.167.

21. INDEMNIFICATION AND HOLD HARMLESS. Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs at trial and on appeal) arising from the indemnitor’s performance of this Agreement where the loss or

claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facility the defense of any such claim or demand.

22. DEBT LIMITATION. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

23. INDEPENDENT CONTRACTOR. Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party nor its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

24. NOTICE. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

25. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

26. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

27. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

28. AMENDMENT. This Agreement may only be amended in writing and signed by all of the Parties.

SIGNATURES

For Washington County

Approved as to form:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

For Contractor

Approved as to form:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

EXHIBIT A: FY2026-2027 through FY2030-2031 Library Service Boundaries

Attached at end of the document

EXHIBIT B: Library Service Boundary Methodology

Library Service Boundaries are used to define the specific geographic area for which each Partner is responsible for providing base services, as well as provide a means for calculating each Partner’s service population. The methodology for establishing Service Boundaries follows the following steps:

1. **Partition the County into distinct geographic units.** 100% of the County is partitioned into distinct geographic units using Washington County Assessment & Taxation voter precincts¹ so as to align with Partner municipal boundaries.
2. **Assign each geographic unit to one or more Partners.** Each geographic unit is assigned to one or more Partner service areas according to the following decision-tree:

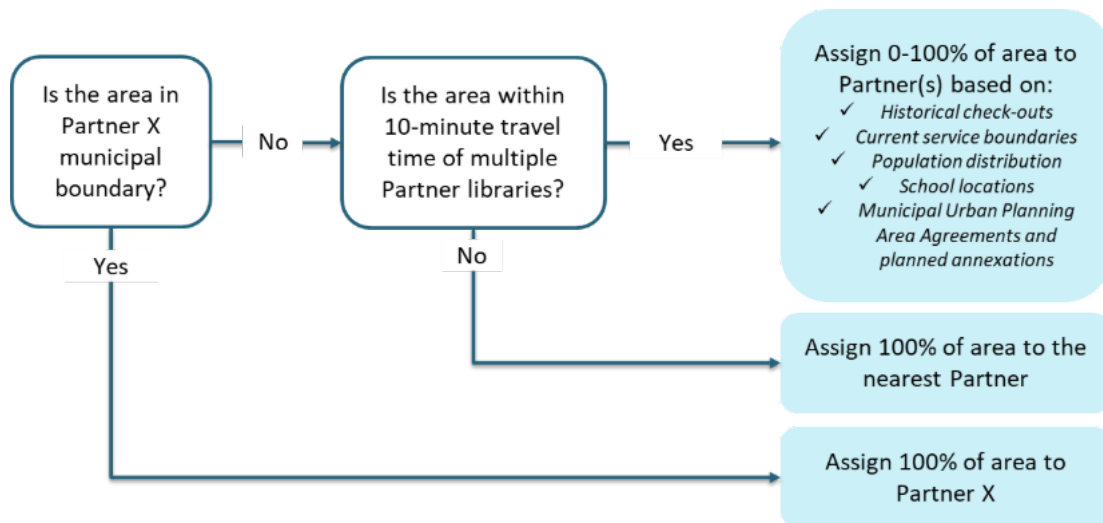


Figure 1: Decision-Tree for Allocation Geographic Units to Partner Library Services Boundaries

EXHIBIT C: FY2026-2027 Library Funding Allocations

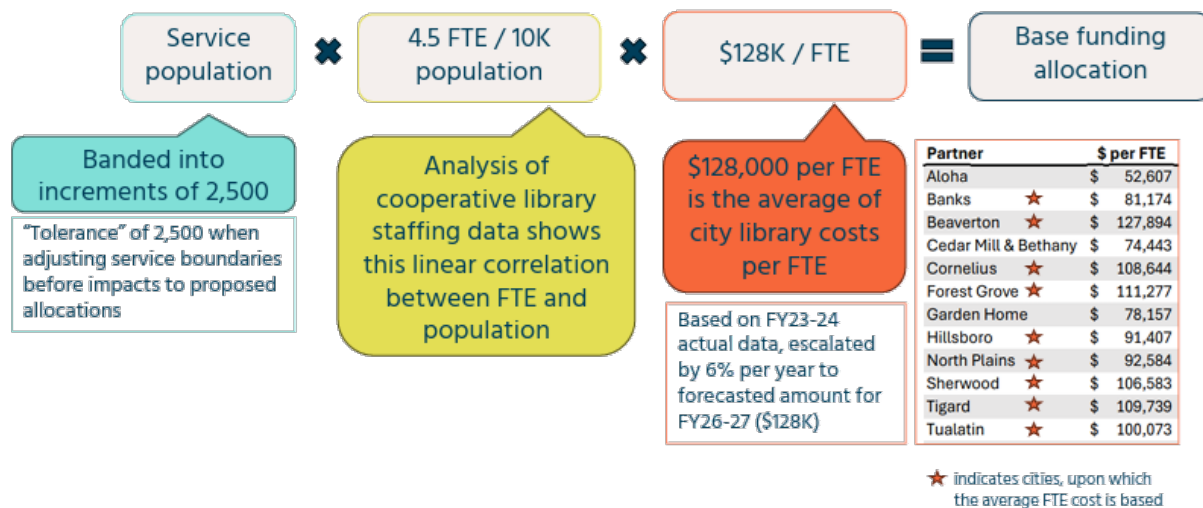
Partner	FY26-27 Allocation
Aloha	\$1,581,151
Banks	\$512,000
Beaverton	\$7,424,000
Cedar Mill + Bethany	\$5,534,315
Cornelius	\$1,088,000
Forest Grove	\$1,231,813
Garden Home + West Slope	\$1,689,296
Hillsboro	\$6,992,000
North Plains	\$512,000
Sherwood	\$1,520,000
Tigard	\$4,526,201
Tualatin	\$2,009,850
WCCLS	\$17,000,000
<i>Total</i>	<i>\$51,620,626</i>

EXHIBIT D: Library Funding Allocation Methodology

Library Funding Allocations for FY2026-2027 were determined according to a funding allocation methodology developed as part of the WCCLS Funding and Governance Project. The funding allocation methodology is intended to support base service levels in a way that acknowledges operational differences resulting from past funding levels while moving towards a more consistent level of investment in each Partner library. The methodology, outlined in the figure below, follows the following steps:

1. The population within a Partner’s service boundary is estimated¹ and rounded down to the nearest multiple of 2,500².
2. The rounded service population is used to determine the number of funding units³ allocated to each Partner as described in Figure 1.
3. The allocated funding units are multiplied by a dollar per unit⁴ to arrive at the base allocation for each Partner.
4. Non-profit Partners serving unincorporated areas of the County are allocated an additional dollar amount per facility square-foot to support the cost of maintaining library facilities.

Figure 2: Methodology for calculating Library Funding Allocations



¹ 2022 American Community Census population data

² Population intervals of 2,500 are used to reduce the funding allocation formula’s sensitivity to population estimates and stabilize funding allocations.

³ The funding units correlate to a number of full-time equivalent (FTE) units to be allocated in addition to a base allocation of 4 FTE units, the minimum requirement outlined in the base service levels. Funding units above the base 4 FTE were assigned based on additional service population above 5,000 people according to the relationship of 4.5 FTE per 10,000.

⁴ The dollar per unit was established by calculating the average costs for city Partners (\$128,000).

EXHIBIT E: Insurance Requirements for Nonprofit Contractors

10/4/22



WASHINGTON COUNTY OREGON

ATTACHMENT C INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

- 1. COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.**

Not Required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than:

 - \$500,000 / \$1,000,000
 - \$1,000,000/\$2,000,000
 - \$2,000,000 / \$4,000,000
 - Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.
 - ADDITIONAL INSURED ENDORSEMENT not required.

- 2. AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit per accident, or the equivalent of not less than:

 - \$1,000,000
 - \$2,000,000
 - Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
 - No requirement in excess of that required under state law.
 - Automobile Liability Additional Insured Endorsement is not required.

- 3. PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

Not required.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than:

 - \$1,000,000/\$2,000,000
 - \$1,000,000/\$3,000,000
 - \$2,000,000/\$4,000,000
 - Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

EXHIBIT E: Insurance Requirements for Nonprofit Contractors (continued)

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- OTHER: \$ _____
5. **OTHER COVERAGE(S) REQUIRED**
- A. **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than
- \$1,000,000
- Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)
- AND
- \$1,000,000
- Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.
- B. **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than \$ 250,000 each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.
- C. **CYBER LIABILITY INSURANCE** with limits of not less than
- \$1,000,000
- Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.
- D. **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
- \$1,000,000
- Other \$ 500,000 each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.
- E. **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.
- F. **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk

EXHIBIT E: Insurance Requirements for Nonprofit Contractors (continued)

Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

- G. **OTHER** (describe coverage and limits):
County agrees to waive Subcontractor Insurance requirements

NOTES:

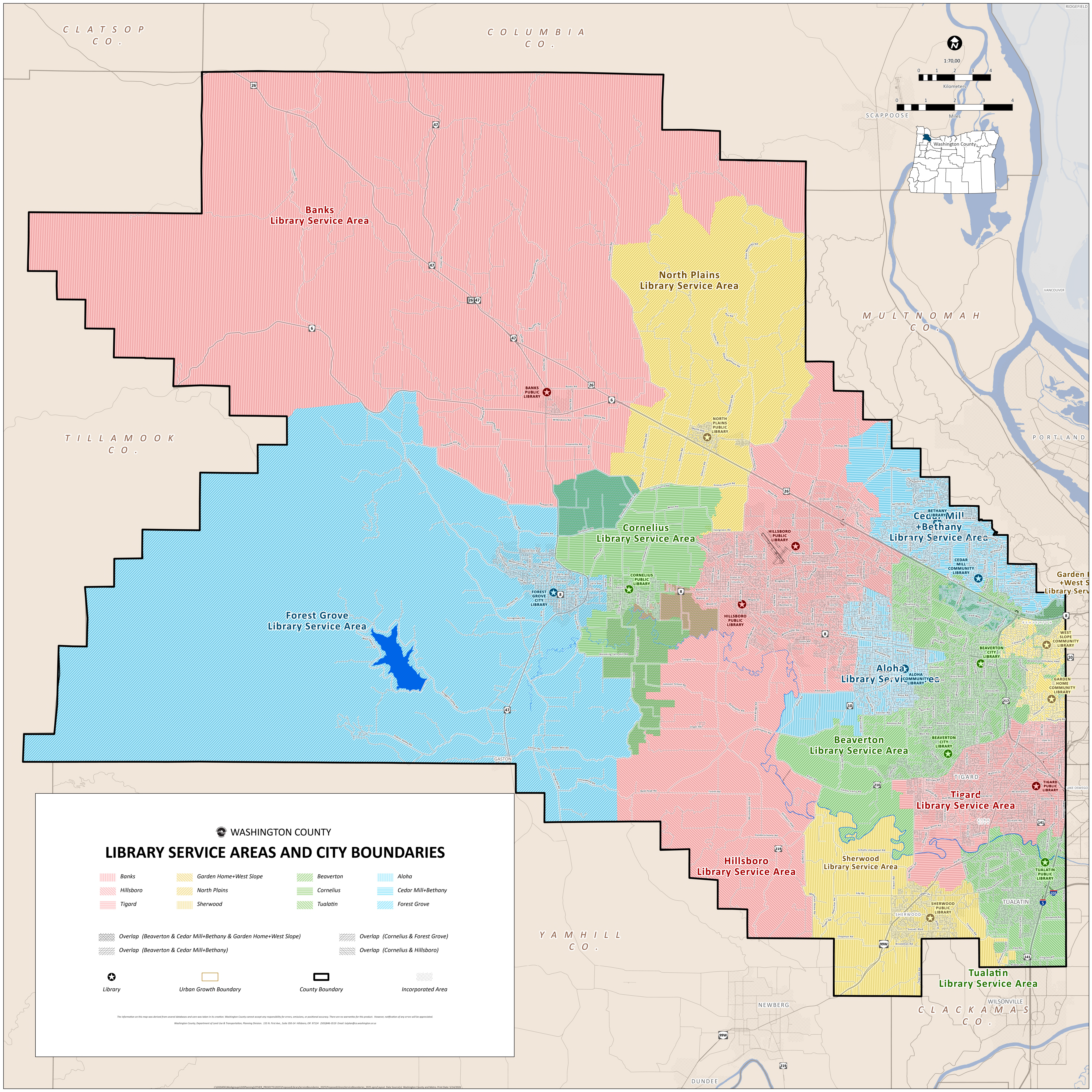
Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.



CLATSOP
CO.

COLUMBIA
CO.

TILLAMOOK
CO.

MULTNOMAH
CO.

YAMHILL
CO.

CLACKAMAS
CO.

WASHINGTON COUNTY
LIBRARY SERVICE AREAS AND CITY BOUNDARIES

- | | | | |
|---|------------------------------------|-----------------|--------------------|
| Banks | Garden Home+West Slope | Beaverton | Aloha |
| Hillsboro | North Plains | Cornelius | Cedar Mill+Bethany |
| Tigard | Sherwood | Tualatin | Forest Grove |
| Overlap (Beaverton & Cedar Mill+Bethany & Garden Home+West Slope) | Overlap (Cornelius & Forest Grove) | | |
| Overlap (Beaverton & Cedar Mill+Bethany) | Overlap (Cornelius & Hillsboro) | | |
| Library | Urban Growth Boundary | County Boundary | Incorporated Area |

The information on this map was derived from general databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, verification of any errors will be appreciated.
Washington County, Department of Land Use & Transportation, Planning Division, 131 N. First Ave., Suite 300-14 Hillsboro, OR 97124 (503)946-3129 Email: logand@washcounty.org

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2026-039, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Metro for the 2019 Parks and Nature Bond Measure Local Share Program

Issue:

Should the City Council authorize the City Manager to execute an Intergovernmental Agreement (“IGA”) with Metro for receipt and administration of \$1,148,149 in Metro 2019 Parks and Nature Bond Measure Local Share funds for acquisition of park land?

Background:

On November 5, 2019, Metro voters approved Ballot Measure 26-203, authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. A portion of the bond proceeds was designated for the Metro Local Share Program, which distributes funds directly to local government park providers for eligible parks and natural area projects.

The City of Sherwood has been allocated \$1,148,149 in Local Share funding eligibility through the Metro program. The IGA attached to the Resolution as Exhibit A establishes the terms and conditions governing the City’s receipt and use of these funds. The City intends to utilize the funding for acquisition of park land and related eligible capital costs consistent with Metro program requirements.

Financial Impacts:

The agreement provides access to up to \$1,148,149 in Metro Local Share Bond funds for eligible acquisition and capital costs associated with park land acquisition projects.

Recommendation:

Staff recommends approval of Resolution 2026-039, Authorizing the City Manager to Enter Into an Intergovernmental Agreement with Metro for the 2019 Parks and Nature Bond Measure Local Share Program.



RESOLUTION 2026-039

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE 2019 PARKS AND NATURE BOND MEASURE LOCAL SHARE PROGRAM

WHEREAS, by approving Ballot Measure 26-203 on November 5, 2019, the electors of Metro approved and authorized Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife; and

WHEREAS, the Measure provides that Metro distribute a portion of bond proceeds to local government park providers through the Local Share Program for projects that protect land, restore habitat, and connect people to nature; and

WHEREAS, the City of Sherwood is an eligible local government park provider under the Metro Local Share Program and has been designated to receive allocation funding in the amount of \$1,148,149 for an eligible project; and

WHEREAS, Metro and the City of Sherwood have prepared an Intergovernmental Agreement (“IGA”) pursuant to ORS Chapter 190 establishing the terms and conditions for distribution and use of Local Share Bond Funds; and

WHEREAS, the City Council finds that entering into the IGA is in the best interests of the City and will support the preservation of natural areas and expansion of park and open space opportunities for Sherwood residents.

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

Section 1. The City Council authorizes the City Manager to execute the Intergovernmental Agreement with Metro for the 2019 Parks and Nature Bond Measure Local Share Program in substantially the form attached hereto as Exhibit A.

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

Duly passed by the City Council this 16th day of June 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

**Intergovernmental Agreement
2019 Parks and Nature Bond Measure Local Share Program**

Metro Contract No.

**INTERGOVERNMENTAL AGREEMENT
Metro –City of Sherwood**

This Intergovernmental Agreement (this "Agreement") dated effective as of the last day of signature set forth below (the "Effective Date"), is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro"), and City of Sherwood("Park Provider") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The Handbook also provides a process for Metro to distribute bond funds to park providers consistent with the Measure guidelines. Metro may amend the Handbook with reasonable notice to, and feedback from, park providers.

Park Provider is a local government jurisdiction designated to receive \$1,148,149.00 of Allocated Bond Funds. In accordance with the Handbook, Park Provider has completed the Handbook's submittal process, including formal identification of a

project or projects. Metro has determined that Park Provider may use Local Share Bond Funds to pay for project-related costs pursuant to this Agreement.

In Metro Resolution No. 21-5201, the Metro Council adopted a form of this Agreement, and authorized the Metro Chief Operating Officer to execute all agreements and amendments with park providers. The Parties now desire to enter into this Agreement to provide the terms and conditions under which Metro will provide a portion of the Allocated Bond Funds to Park Provider. Capitalized terms are defined within each section or in Section 27.

Park Provider has not yet identified a local share project and must submit a project proposal by June 1, 2028. Metro will require check-ins with Park Provider every six months to track progress toward project selection and submittal.

AGREEMENT

1. Term of Agreement

Except as otherwise provided in this section, this Agreement terminates June 1, 2036. The parties may agree to one 2-year extension of the Agreement, for a total term not to exceed twelve years. Park Provider must submit at least one project by June 1, 2028. After termination of the Agreement, Metro will reallocate any funds Park Provider did not spend.

The provisions of Sections 3.3, 4.3, 5, 8, 9, 11, 13, 14, 15, and 23 terminate on December 31, 2050.

2. Identified Local Share Projects

2.1 Project List. Park Provider must identify a project or projects on which to spend a portion of Park Provider's Allocated Bond Funds. The Project List, which will be attached as Attachment A to this Agreement, will describe the projects. Park Provider's governing body must approve the projects on the Project List and Metro will determine during the Submittal Process that the projects meet the program requirements set forth in the Handbook and the Measure.

2.2 Addition of a Project. The Parties expect Park Provider may identify new

projects to add to the Project List after the Effective Date of this Agreement. Park Provider may add projects to the Project List only if Park Provider's governing body has approved the projects and Metro has determined, during the Submittal Process, that the projects meet the program requirements set forth in the Handbook and the Measure. The Parties must amend this Agreement to add to the Project List before Metro will fund any additional projects identified after the Effective Date of this Agreement.

2.3 Removal of a Project. Park Provider may remove a project from the Project List by providing written notice informing Metro of Park Provider's determination that the project has become degraded, cost prohibitive, or otherwise unfeasible, is no longer in the best interest of the Park Provider, can be accomplished for less funds than estimated, or can be funded through other sources. Park Provider may then transfer the Allocated Bond Funds from the removed project to an existing project or a new project approved in accordance with Section 1.2 above.

3. Limitations of Funding

3.1 Payment and Use of Allocated Bond Funds. Metro will provide the Allocated Bond Funds to Park Provider on a project-by-project basis. The total amount of Allocated Bond Funds Metro provides may not exceed the project cost for a particular project. Metro has no obligation under this Agreement other than for the payment of Allocated Bond Funds on a project-by-project basis, as described in Attachment B to this Agreement. Park Provider will use the Allocated Bond Funds it receives only for the purposes specified in this Agreement.

3.2 Local Funds and Leverage. Park Provider may not use Allocated Bond Funds to replace local funds on projects. When possible, Park Provider should use Allocated Bond Funds to leverage other sources of revenue.

3.3 Capital Costs. The Local Share Bond Funds are tax-exempt general obligation bond proceeds and may be used only to pay for expenditures that are Capital Costs. As required by law, and based on Park Provider's own financial and

accounting policies, Park Provider must spend all Allocated Bond Funds disbursed by Metro only on Capital Costs. Park Provider may not use Allocated Bond Funds for any Capital Costs incurred before April 30, 2020.

3.4 Capped Project Costs. Park Provider may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on a project-by-project basis and each Park Provider will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap. For example, if the total cost of a project is \$100,000 but the Project Cost is \$50,000, the amount of eligible Capped Project Costs for that project is \$5,000.

4. Real Property Acquisitions Requirements

4.1 General. To be eligible for funding under this Agreement, projects that involve the acquisition of real property interests are Acquisition Projects and must comply with the following requirements:

- A. Park Provider must hold title to the property in Park Provider's name;
- B. Park Provider must acquire the property interest from willing sellers and Park Provider may not exercise any powers of eminent domain;
- C. Park Provider must obtain an MAI appraisal (subject to no extraordinary assumptions) of the property in compliance with USPAP standards, and federal and ODOT right-of-way acquisition standards, if necessary, to confirm that the price paid by Park Provider does not substantially exceed the appraised fair market value; and
- D. Park Provider must perform commercially reasonable due diligence, including, but not limited to, title reviews and environmental site assessments, to confirm there are no encumbrances, conditions or other issues that would materially restrict Park Provider's use of the property for a Bond Required Use.

4.2 Acquisition Project Payment Requests. Park Provider will request payment

of funds for all Acquisition Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

4.3 Post-Acquisition Limitations on Sale and Use. Park Provider must maintain all real property and improvements acquired by Park Provider with Allocated Bond Funds for one or more of the Bond Required Uses. Park Provider may not sell or otherwise authorize the use of such property other than as a Bond Required Use unless Park Provider complies with all of the Post-Acquisition Restrictions set forth on Attachment C.

5. Capital Construction Projects: Requirements

5.1 General. All Construction Projects must be an improvement to real property owned by a State or local government as required by 26 CFR § 1.103-1.

5.2 Construction Project Payment Requests. Park Provider will request payment of funds for all Construction Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

5.3 Contract Reporting Requirements. For all Construction Projects, if Park Provider tracks contractor use of businesses certified by the Oregon Certification Office for Business Inclusion and Diversity (COBID), share the COBID tracking information with Metro.

5.4 Post-Construction Limitations on Sale and Use. Park Provider may not sell or otherwise authorize use of buildings or improvements funded pursuant to this Agreement unless the sale or use complies with all of the Post-Construction Restrictions set forth in Attachment C.

5.5 Notice of Material Changes. Park Provider will notify Metro of any events during construction that materially affect the Construction Project, including, without limitation (1) extensions to the Project schedule of more than 60 days, (2) increases to the total project cost of more than 10%, (3) any notices of default issued by Park Provider or other project lenders, or (4) any potential or current problems or

challenges that could pose a risk to the Construction Project. Park Provider will provide Metro with any additional information Metro reasonably requests related to such events.

5.6 Third Party Indemnification. If Park Provider obtains an indemnification agreement from any third-party developer or general contractor for a project, Park Provider will contractually require such party to indemnify Metro to the same extent as the party indemnifies Park Provider.

6. Funding Recognition

6.1 Overall Funding Recognition Requirements. At least once during the Term of the Agreement, Park Provider will hold a public meeting with members of Park Provider's governing body, at which Park Provider will recognize Park Provider's partnership with Metro to complete Park Provider's projects. Park Provider will provide the Local Share Program Manager with written notice of such public meeting at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

6.2 Individual Project Funding Recognition Requirements.

A. Park Provider will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official representing the district in which the project is located, if such opportunities are provided to Park Provider or other public officials.

B. Park Provider will recognize Metro and the Measure in any publications, media presentations, or other presentations relating to or describing projects receiving Allocated Bond Funds. Such project recognition will be included on on-site documentation, for example signs, and in any published final products and visual

presentations, web site information, collateral materials, newsletters, and news releases.

C. At or before completion of any project, Park Provider will install signage at the project site in prominent and highly visible locations near each primary public access point or viewing access area and not located in a manner that would have a detrimental impact on any natural area view shed. The signage will acknowledge Metro's funding of the project and any other partners that have provided funding. Signage will (1) be a standard, free-standing sign provided by Metro, which Metro will make available to Park Provider upon request at no cost to Park Provider, or (2) include Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Measure for the project being recognized, in relation to other agencies recognized on such signage. Metro's logo and script should not be larger than the logo and script of Park Provider. Metro will make its graphics available upon request at no charge to Park Provider.

D. When Park Provider opens the project to the public, Park Provider will plan and hold at least one community/media event to publicize the project and its relationship to the Measure. Park Provider will provide the Local Share Program Manager with written notice of such event at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

7. Reporting Requirements

7.1 Regular Reporting Requirements. Metro distribution of Allocated Bond Funds is conditioned on Park Provider's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff to staff conferences as needed, an annual financial report, and an annual outcomes and impact report as described in Section 6.3 below. Metro may revise any report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

A. Staff-to-Staff Conferences. Park Provider and Metro staff will confer as needed and at least every 6 months by telephone, video conference, in-person

meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.

- B. Biannual Progress Reports. By June 30 and December 31 of each fiscal year during the Term, Park Provider will provide brief updates in writing describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion. Progress Reports are an opportunity for Park Provider to summarize progress, identify successes and challenges of each project, and show that Park Provider has met the Measure goals and principles.

7.2 Annual Financial Report. On or before July 31 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Park Provider for a project, Park Provider will prepare a financial report using a template provided by Metro. The Annual Financial Report will contain (A) an itemized list of Park Provider's expenditure of Allocated Bond Funds through the end of the applicable fiscal year and the prior fiscal year, (B) a certification from Park Provider to Metro that the Allocated Bond Funds were used only to pay for Capital Costs and the Capped Project Costs do not exceed the 10% cap described in Section 2.4, and (C) such other financial items related to this Agreement Metro requests in writing with reasonable notice to Park Provider. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

7.3 Annual Outcomes and Impacts Report. On or before July 31 of each year during the term, Park Provider will prepare a report describing outcomes and impacts using a template provided by Metro. The Annual Outcomes and Impacts Report will (A) describe each project's compliance with the Program Requirements, (B) track outcomes that have been emphasized in the Program Requirements, and (C) demonstrate the impact of investments from the Allocated Bond Funds. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

8. Project Records, Audits and Inspections

8.1 Project Records. Park Provider will maintain comprehensive records and documentation relating to any project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of any nature that Park Provider incurred or anticipated to be incurred for the performance of this Agreement (collectively, the "Project Records") in sufficient detail to permit Metro or its auditor to verify how Park Provider spent Allocated Bond Funds. Project Records includes all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with any Project and any other records necessary to clearly document:

- A. Park Provider's performance of this Agreement, including but not limited to Park Provider's compliance with this Agreement;
- B. Any claims arising from or relating to the performance of Park Provider under this Agreement or any public contract entered into by Park Provider that is related to this Agreement;
- C. Any cost and pricing data relating to this Agreement;
- D. Payments made to all suppliers, contractors and subcontractors engaged in any work for Park Provider related to this Agreement; and
- E. Any financial match or other contribution of funds from any other source relating to any project.

8.2 Maintenance of Project Records. Park Provider will maintain all fiscal Project Records in accordance with generally accepted accounting principles. Park Provider will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds issued for the Local Share Bond Funds, or (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six (6) years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

8.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. Park Provider authorizes and permits Metro Representatives to inspect, examine, copy and audit the books and Project Records of Park Provider related to the Project, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement. Park Provider agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Park Provider, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process. Metro will keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 7.5 below.

8.4 Costs of Audit. Park Provider agrees that if Metro's review of Project Records discloses that Metro is owed any sum of money, other than a nominal sum, or establishes that any portion of any claim made by Park Provider against Metro is not warranted, Park Provider will pay all costs incurred by Metro in conducting the audit and inspection. Metro may withhold payment of costs under this Section from any sum that is due or that becomes due to Park Provider.

8.5 Public Records Law. All Project Records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

9. Project Failure, Misuse of Allocated Bond Funds and Repayment

Park Provider will use the Allocated Bond Funds strictly in accordance with the terms set forth in this Agreement. Metro will require Park Provider to repay the Allocated Bond Fund to Metro if Park Provider breaches this Agreement. If an Acquisition Project fails to close within 90 days after Metro disburses the requested

funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a Construction Project does not start within 60 days after Metro disburses funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a project is no longer used for a Bond Required Use or in compliance with the terms set forth in this Agreement, Park Provider will promptly repay the amount of Allocated Bond Funds disbursed for the project. Park Provider acknowledges and expressly affirms its repayment obligations set forth in this Section even if such failure is through no fault of Park Provider.

10. Termination

10.1 Termination for Cause.

A. Metro may terminate this Agreement, in full or in part, at any time during the Term of this Agreement if Metro reasonably determines that Park Provider has failed to comply with any provision of this Agreement and is therefore in default. Upon such termination, Metro may immediately withhold or suspend future distributions of Allocated Bond Funds in addition to any other rights and remedies set forth herein or available at law or in equity.

B. Metro will promptly document such default and notify Park Provider in writing of Metro's determination as required in Section 9.2(C) below. Notwithstanding any termination for cause, Park Provider will be entitled to receive payments for any work completed or for which Park Provider was contractually obligated on the date that Metro provided written notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. Before termination for cause, Metro will provide Park Provider with written notice of default that describes the reason(s) that Metro has concluded that Park Provider is in default and includes a description of the steps that Park Provider must take to cure the default. Park Provider will have 90 days from the date of the notice of

default to cure the default, or a longer period that Metro may specify in its written notice (the "Cure Period"). If Park Provider does not cure the default within the Cure Period, Metro may terminate all or any part of this Agreement. Metro will notify Park Provider in writing of the reasons for the termination and the effective date of the termination, which will not be earlier than 90 days from the date of the notice of default. Park Provider will be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by Park Provider in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

D. Park Provider will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

E. If, after notice of termination, Metro agrees or a court finds that Park Provider was not in default or that the default was excusable, including but not limited to, a labor strike, fire, flood, epidemics, quarantine restrictions, freight embargoes, or other event that was not the fault of, or was beyond the reasonable control of Park Provider, Metro will allow Park Provider to continue work, or both Parties may treat the termination as a joint termination for convenience whereby the rights of Park Provider will be as provided in Section 9.3 below.

10.2 Joint Termination for Convenience. Metro and Park Provider may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon a mutual, written termination agreement signed by both Metro and Park Provider. Within 30 days after termination pursuant to this provision, Park Provider will submit an itemized invoice for all unreimbursed project work completed before the effective date of termination, provided that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement. Metro will not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro

may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond Park Provider's control.

11. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

12. Public Contracting Provisions; Compliance with Law

12.1 Public Contracting Provisions. Park Provider is solely responsible for ensuring that all projects receiving Allocated Bond Funds comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon. Park Provider and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

12.2 Compliance with Law. Park Provider will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act.

13. Indemnification; Limitation on Liability

13.1 Indemnification. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, Park Provider will indemnify, defend, and hold harmless Metro, its elected officers and employees, from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses (including any attorney's fees in defense of Metro or any attorney's fees incurred in enforcing this provision) suffered or incurred as a result of third-party claims arising out of Park Provider's performance of this Agreement or resulting in whole or in part from any act, omission, negligence, fault or violation of law by Park Provider, its officers, employees, agents, and contractors. This indemnity provision does not apply to third-party claims resulting from the sole negligence or willful misconduct of Metro.

13.2 Limitation on Liability. In no event will either Party be liable to the other for, and each Party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a Party's sole, joint or concurrent negligence.

14. Oregon Law; Forum

This Agreement is to be construed according to the laws of the State of Oregon. Any litigation between Metro and Park Provider arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

15. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize

Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

16. Notices

Any notices permitted or required by this Agreement, other than payment requests required pursuant to Attachment B, must be in writing to the addresses set forth below and will be deemed given upon (A) personal service, (B) deposit in the United States Mail, postage prepaid, (C) deposit with a nationally recognized overnight courier service or (D) by email delivery, if sent on a business day between the hours of 7:00am and 6:00pm Pacific Time. All such notices will be deemed received as follows (A) upon personal service, (B) three days after deposit in the US Mail, postage prepaid, (C) one day after deposit with a nationally recognized overnight courier service or (D) on the date of delivery of the email, provided that the email is sent on a business day during the hours stated above, or on the next business day if the email is sent outside of the hours stated above.

Park Provider's Designated Representative(s):

Attn: Kristen Switzer
Jurisdiction: City of Sherwood
Address: 22560 SW Pine St. Sherwood, OR 97140
Phone: 503.625.4210
Email: SwitzerK@SherwoodOregon.gov

Metro's Designated Representatives:

Attn: Local Share Program Manager, Antonia Machado
Metro Regional
Center 600 NE Grand
Avenue Portland, OR
97232

Email: antonia.machado@oregonmetro.gov

with copy to:

Office of Metro Attorney
600 NE Grand
Avenue
Portland, OR 97232
Email: michelle.bellia@oregonmetro.gov

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended. Telephone numbers are for information only.

17. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Park Provider without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments, exhibits and schedules 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. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

18. Amendment

The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

19. No Third Party Beneficiaries

Park Provider and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

20. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Park Provider and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any project funded with Allocated Bond Funds. This Agreement is not intended to be a contract that provides for the development or construction of any project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of any developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with Park Provider to which Metro is not a party. Park Provider waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any project.

21. Other Agreements

This Agreement does not affect or alter any other agreements between Metro and Park Provider.

22. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the Parties.

23. No Attorney Fees

Except as otherwise set forth in Section 12.1 of this Agreement, in the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party will be responsible for its own attorneys' fees and expenses.

24. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

25. Severability

If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions are not affected.

26. Counterparts; Electronic Execution

This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures with respect to this Agreement.

27. Authority

Park Provider and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by Park Provider and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power

and authority to sign for Park Provider and Metro, respectively. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

28. Definitions

Acquisition Project means projects that involve the acquisition of real property.

Allocated Bond Funds means the total bond proceeds to be distributed by Metro to Park Provider under this Agreement.

Bond Required Use means a property is used for one or more of the following uses: (1) to protect water quality, fish wildlife habitat, natural areas, (2) to connect people to parks and nature, (3) as a local or regional trail, or (4) as an environmental educational facility.

Capital Costs means qualified capital costs, consistent with the Oregon Constitution and federal tax law, that are capitalizable under Generally Accepted Accounting Principles (GAAP) and under general federal income tax principles and may include the costs of real property acquisition and/or capital construction and improvements to real property.

Construction Projects means all projects that are not Acquisition Projects and involve (A) construction of buildings and other improvements, (B) habitat restoration or habitat connectivity enhancements, (C) maintaining or developing public access facilities at public parks and natural areas, (D) design and construction of local or regional trails, or (E) enhanced or new learning/environmental educational facilities by Park Provider.

Handbook means the Local Share Handbook that includes requirements for each eligible local government park provider to receive its proportionate share of the Local Share Bond Funds.

Local Share Bond Funds means the \$92 million of bond proceeds to be distributed by Metro to local government park providers.

Overhead and Indirect Costs means costs whose benefits are not readily identifiable for a specific project but are necessary for the execution of each project.

Project Cost means the amount of Allocated Bond Funds Metro approved for each project.

Project List means the projects identified by Park Provider and eligible for Local Share Bond Funds.

ATTACHMENTS:

Attachment A: Projects List

Attachment B: Payment Request Requirements

Attachment C: Restrictions on Sale and Use of Bond Funded Property

The Parties have executed this Agreement as of the Effective Date.

Metro

City of Sherwood

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME:

B. PROJECT DETAILS:

1. **Project Name:**
2. **Project Contact Information:**
3. **Project Description:**
4. **Project Location:**
5. **Acquisition Project OR Construction Project:**
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 1) submitted by ADD

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

1. **Local Share Investment Category:** ADD
2. **Local Share Criteria:** Park provider selected one or more specific local share criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by ADD.
3. **Climate Resilience Criteria:**
Park provider selected one or more specific climate resilience criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by ADD.
4. **Community Engagement and Racial Equity Criteria:**
Park provider met meaningful engagement criteria and made a good faith effort to engage members of historically marginalized communities. Please refer to Local Share project application (Exhibit 1) submitted by ADD.
5. **Strategies for avoiding gentrification/displacement:**
Park provider identified demographics of community in vicinity of project. Park provider described anti-displacement strategies its agency use or it will employ to mitigate impacts on at-risk communities. Please refer to Local Share project application (Exhibit 1) submitted by ADD.

D. PROJECT REQUIREMENTS: The Project will comply with the following (collectively referred to as the "**Project Requirements**"):

1. **Project Budget:**
 - a. Amount of Allocated Bond Funds Requested ("**Project Cost**"): \$ XX
 - b. Description of other Project Funding:
 - c. Total Project Budget:

2. **Project Timeline:**
(For details on specific timeline items, see Scope of Work section of Exhibit 1)

3. **Payment schedule based on project milestones:**
(For details on how to request payment and report financials, see Attachment B)

ATTACHMENT B Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

- A. **General:** For all Acquisition Projects, Metro will disburse funds in the amount of the final purchase price and closing costs up to the Project Cost at the time of expenditure directly to the seller through an escrow account with a title company to be held until the closing of the transaction. Disbursements for all other Capital Costs related to Acquisition Projects will be made by Metro on a reimbursement basis in accordance with the Reimbursement Request process for Construction Projects described above.
- B. **Each Acquisition Project Funding Request must include:**
1. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider which certifies Park Provider has complied with (i) all Acquisition Project requirements set forth in Section 3 of the Agreement and (ii) all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement.
 2. A closing statement that details the price of the property and all related closing costs.
 3. Wiring instructions or other instructions related to the transmittal of funds to the title company escrow account.

Park Provider must submit the information through Metro's online system (ZoomGrants). Sensitive documents may be sent via other means to be arranged with the Local Share Program Manager. If Park Provider cannot submit Requisition Certificate through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

- C. **Upon Metro's receipt of an Acquisition Project Funding Request:** Metro's Local Share Program Manager will review the submitted documents to confirm compliance with the Submittal Process, or request additional information from Park Provider as needed. Metro will transfer funds to the escrow account within five (5) business days after receipt of all necessary documents from Park Provider.

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

1. Park Provider's request for Final Approval of a Construction Project must

include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values, and any other information Metro determines is necessary.

2. Metro will issue a final approval of the project to Park Provider upon Metro's determination that the project is consistent with this Agreement and the Local Share Handbook.

B. Initial Advance Requests

1. **General:** Following Metro's Final Approval of the Construction Project, Park Provider may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Construction Project if Metro determines that (a) Park Provider has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within 60 days of the date of the Initial Advance Request. To receive a disbursement of the Initial Advance, Park Provider must receive final approval from Metro of any changes to the Construction Project.
2. **Initial Advance Request form:** Park Provider must complete an Initial Advance Request form, provided by Metro and signed by Park Provider's authorized representative, certifying the Project information Park Provider provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way.
3. **Initial Advance Request information:** Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

4. **Metro payment of Initial Advance Request:** Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Park Providers must seek reimbursement for additional Capital Costs incurred in arrears up to the total Project Cost. Park Providers must provide proof of payment of the

Initial Advance before requesting additional reimbursement payments. Park Providers may seek reimbursement as frequently as once per quarter. At a minimum, Park Providers must submit a Reimbursement Request at least once a year.

2. Each Reimbursement Request must include:

- a. Proof of payment of the Initial Advance until such time as the advance has been fully reported and spent down.
- b. A Request for Reimbursement itemized statement of expenses for each Construction Project showing a schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Requisition Certificate for Release of Funds.
- c. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider certifying:
 - i. Compliance with all Construction Project requirements set forth in Section 4 of the Agreement;
 - ii. Compliance with all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement;
- d. Park Provider submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

3. Metro payment of Reimbursement Request: : Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

4. Retainage. Metro may withhold not more than ten percent (10%) of the Project Costs until Metro approves Park Provider's final close-out report.

5. Final payments: Metro will release final payments at the close of each project following receipt and formal acceptance of project close-out report by Metro staff.

ATTACHMENT C

The Restrictions on Sale and Use of Bond Funded Property ("Property") apply until the end of the Agreement term. "Property" includes real property and capital improvements.

Restrictions:

Park Provider may not sell or change the use of Property unless Park Provider certifies the following to Metro in writing:

- a) Park Provider's decision to sell or change the use of the Property is the result of unforeseen circumstances.
- b) Park Provider's intent, at the time it purchased the Property, was to use the Property in compliance with bond requirements.
- c) Park Provider transferred the Property to a non-federal public agency or jurisdiction.
- d) Park Provider provided Metro written notice of its intent to authorize the sale to a third party or change Park Provider's use of the Property 180 days before the sale or change in use.
- e) Park Provider held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the Property, and adopted a resolution or ordinance that includes findings that Park Provider satisfied the conditions in sections (a)-(d) and has satisfied or will satisfy its obligations in section (f).
- f) Metro approves Park Provider's determination of the appraisal value of the Property as follows:
 - (1) At least 90 days before making a final decision to sell or change the use of the Property, Park Provider will provide Metro with an independent appraisal of the fair market value of the Property, assuming that the Property was subject to the same use restrictions as were in place at the time Park Provider purchased the Property. The appraisal must comply with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
 - (2) No later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal. Metro's decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Park Provider the

reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro.

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: **Resolution 2026-040, Authorizing the City Manager to enter into a Lease Agreement with the Sherwood Historical Society for the Morback House and the property on which the Smock House is located**

Issue:

Shall the City Council authorize the City Manager to sign a new lease with the Sherwood Historical Society for the Morback House and the land on which the Smock House is located?

Background:

The City owns the Morback House located at 22552 SW Park Street and the property located at 22564 SW Park Street on which the Smock House is situated. The Sherwood Historical Society has long partnered with the City to preserve and share Sherwood's history through the operation of these historic resources.

In 2009, the City Council approved separate lease agreements with the Sherwood Historical Society through Resolution 2009-062 and Resolution 2009-063. Since that time, the Society has operated the facilities as museums and educational resources for the benefit of the community.

The proposed lease consolidates and updates the two existing lease agreements into a single agreement governing both properties. The lease continues the Society's operation of the Morback House and Smock House for historical, cultural, and educational purposes and establishes a ten-year term beginning July 1, 2026, and ending June 30, 2036.

Financial Impacts:

The Historical Society will lease the property for \$1/month (\$12/year).

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-040, Authorizing the City Manager to enter into a Lease Agreement with the Sherwood Historical Society for the Morback House and the property on which the Smock House is located.



RESOLUTION 2026-040

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE SHERWOOD HISTORICAL SOCIETY FOR THE MORBACK HOUSE AND THE PROPERTY ON WHICH THE SMOCK HOUSE IS LOCATED

WHEREAS, the City recognizes the importance of preserving Sherwood's historical heritage; and

WHEREAS, the Sherwood Historical Society works to collect, preserve, exhibit, and share historical and cultural information and artifacts relating to the Sherwood community; and

WHEREAS, the City owns the Morback House and the property located at 22564 SW Park Street on which the Smock House is located; and

WHEREAS, the City Council previously authorized separate lease agreements with the Sherwood Historical Society through Resolution 2009-062 and Resolution 2009-063; and

WHEREAS, the City and the Sherwood Historical Society desire to consolidate those lease agreements into a single lease governing the use, operation, and preservation of both properties; and

WHEREAS, the Sherwood Historical Society has successfully operated and maintained these historic resources for the benefit of residents, students, schools, and community organizations; and

WHEREAS, the City and the Sherwood Historical Society have agreed to the terms of the Lease Agreement attached as Exhibit A.

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

Section 1. The City Manager is authorized to enter into a Lease Agreement with the Sherwood Historical Society for the Morback House and the property on which the Smock House is located, substantially in the form attached as Exhibit A.

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

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Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

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LEASE

This Lease is between the City of Sherwood, a municipal corporation of the State of Oregon (“City”), and the Sherwood Historical Society, an Oregon non-profit corporation (“Society”).

FINDINGS

- A. City is the owner of the real property located at 22552 SW Park St, Sherwood, Oregon, known as the Morback House and property/land at 22564 SW Park Street, Sherwood, Oregon, known as the Smock House (building owned by Society).
- B. The purpose of the Society is to collect, preserve, exhibit and publish historical and cultural information and artifacts relating and pertinent to the Sherwood area.
- C. The Society wishes to enter a lease to operate the Morback House as the Heritage Center Museum (Center) and meeting place of historical and cultural significance to the area and the Smock House as a historically significant house and museum. The Society provides access for interested persons and the general public, including students, school and local community groups.

TERMS AND CONDITIONS

LOCATION

- 1. City leases to the Society in consideration of the obligations in this Lease the premises described as follows:

The real property and building known as the Morback House is located at 22552 SW Park St, Sherwood, Oregon.

The real property on which the Smock House is located, 22564 SW Park Street in Sherwood Oregon.

TERM

- 2. The term of this Lease is ten years beginning July 1, 2026, and ending as of June 30, 2036.
- 3. City agrees to review this Lease and the progress of the Center and notify the Society by April 1st whether it will enter into a new Lease upon mutually agreed terms. The City will enter into a new Lease with Society upon mutually agreed conditions if all obligations of this Lease have been met. The City does not anticipate that it will be necessary, but it retains the right to move the building to another

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location within the City. If it is not possible because of age or other good reason to move the building, this Lease will terminate.

RENT

4. The Society will pay to the City rent of \$1.00 per month upon execution of this Lease, and on each anniversary of this Lease. The lease is payable annually on the first day of the term of the lease.

5. The Society will conscientiously and consistently maintain the properties for historical and cultural purposes.

USE

6. The City will maintain the Morback House property. The Society is responsible for meeting the City occupancy and use requirements to ensure the preservation and maximum public benefit from the Morback House. The Society will maintain the Smock House and will comply with all conditions and requirements necessary to preserve and extend any rights and privileges that now apply. This includes any rights granted or contracted by City or Society in connection with any use of the Premises, Building or Improvements.

7. The Society's primary goals for the Morback House are to preserve and display items of historical and cultural significance to the Sherwood community, while also providing storage for records and artifacts. These purposes are intended to benefit the general public, as well as interested individuals and groups, including local schools and community organizations. The Morback House may also provide meeting space to support the Society's goals and objectives, along with related social events. The selection and display of objects and materials will remain at the Society's sole discretion and under its control.

8. The Society may solicit donations. Openings for the general public will be on an established schedule, and organized visits by student groups will be given priority. The Society may use the Morback House exclusively for the Society's *own* meetings, gatherings, and events. The Society will only use the property for the purposes stated in this Lease.

UTILITIES

9. The Society will pay for all water, sewer, stormwater and street services and charges to the property. The Society also will pay for all other utilities, including gas, electric and telephone service and solid waste collection.

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PERSONAL PROPERTY AND RESPONSIBILITY

10. The Society may have in inventory or on display in the Morback House items or artifacts of historical significance that are on loan to the Society. The Society assumes all responsibility for the maintenance and protection of such items and will maintain appropriate insurance coverage. The City may also place on loan with the Society historical artifacts and documents for display by the Society at the Morback House. When such items are in the possession of the Society, it is responsible for them as for other loaned personal property and all properties on display.

INDEMNITY AND INSURANCE

11. The Society is responsible for any and all damages to the Society's property at the Morback House and the Smock House from any cause. The Society will hold the City harmless from all damages to any personal property occurring in or about the property and waives all claims against the City. The City is liable to the Society for damages resulting from specific acts of the City.

12. The Society will at its cost secure a Certificate of Insurance for the following amounts:

- General Liability • \$1,000,000 (which should include products, personal injury for each occurrence) for each location.

The Society will be named as the insured and The City of Sherwood will be named as the Certificate Holder and Additional Insured.

13. Alcoholic beverages are not permitted on the properties unless a special event or other appropriate license or permit is obtained from the Oregon Liquor Control Commission, and public liability insurance specifically covering the serving of such beverages is in effect. Insurance will be with an insurance carrier acceptable to the City, naming the City as an additional insured and a certificate of insurance will be furnished to the City in advance of any event.

ASSIGNMENT

14. The Society may not assign or encumber in any way its interest in this Lease or sublease all or any part of these properties. Society will not allow any other person or entity to occupy or use all or any part of the property without first obtaining City's written consent. Any assignment, encumbrance or sublease without the City's consent is void and, at City's election, may constitute a breach of this Lease. Any consent to an assignment, encumbrance or sublease is not a continuing or further waiver of this Lease or paragraph.

15. Any substantive amendment of the Society's by-laws, its dissolution, merger, consolidation or other reorganization is grounds for immediate cancellation of this Lease unless the City agrees to the change in writing.

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16. No interest of the Society in this Lease is assignable or transferable by operation of law. An involuntary assignment constitutes a default by the Society and City has the right to terminate this Lease. This Lease is not an asset of the Society.

BREACH

17. The occurrence of any of the following constitutes a breach by Society:
- a. Abandonment and vacation of the property,
 - b. Failure to perform any other provision of this Lease if the failure is not cured within 30 days after notice to the Society. If the breach cannot be reasonably cured within 30 days, Society will not be in breach if the Society begins to cure the breach within the 30-day period, and diligently and in good faith continues to cure the breach.

CITY ENTRY ON PREMISES

18. The City, its agents and employees have the right to enter upon the property subject to this Lease at all reasonable times. This City has the right to enter the property immediately in the event of a fire or police emergency or a condition threatening immediate hazard to the public health, safety or welfare.

NOTICE

19. Any notice required by this Lease may be given by deposit in the U.S. Mail, first class with postage prepaid. If intended for the City addressed to Sherwood City Hall, 22560 SW Pine St, Sherwood, Oregon 97140. If intended for the Society addressed to Sherwood Historical Society, 22552 SW Park St, Sherwood, Oregon 97140. Any such notice is deemed delivered to addressee 48 hours after deposit in the mail.

WAIVER

20. Any waiver by City of any breach of this Lease by Society is a not continuing waiver and will not prevent the City from declaring a default for any succeeding breach of the same provision.

MISCELLANEOUS

21. The Society will not overload the floors of Morback House to cause any undue or serious stress strain upon the building or any part of it. The Society will keep the property free and clear of rubbish, debris or obstruction. The Society will comply at its expense with all laws, rules and regulations of the City, Washington County, State of Oregon or other public authority relating to the use of the property.

ATTORNEYS FEES

22. If there is a legal action between the parties arising from or in connection with this Lease, the prevailing party is entitled to recover its costs and disbursements and

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attorney's fees as determined reasonable by the Court.

23. If either party becomes a party to any litigation concerning this Lease or the property by reason of any act or admission of the other party, the party that causes the other to become involved is liable to the other party for its reasonable attorney's fees and costs incurred in such litigation.

SURRENDER OF PREMISES - HOLDING OVER

24. On expiration of this Lease, the Society will surrender to the City all the property and all Society's improvements and alterations in good condition. The Society will remove all of its personal property from the property unless otherwise agreed in writing between the parties.

25. At the expiration of this Lease and any extension, the City may retain or dispose of any personal property left on the property as it sees fit. The City will have title to any personal property if City elects to retain. The Society waives all claims against the City for any damages resulting from the City's retention or disposal of any such personal property.

26. If the Society remains in possession of the property after expiration or termination of the term or any extension, such possession is deemed to be a month-to-month tenancy terminable on a 30-day written notice given by either party.

27. If a month-to-month tenancy is created, all provisions of this Lease except those pertaining to the term and option to extend the term apply.

GENERAL PROVISION

28. This Lease contains all of the agreements of the parties. The unenforceability, invalidity or illegality of any provision does not effect any other provision.

RIGHT OF FIRST REFUSAL

29. The City grants Society the right of first refusal to purchase the Morback House, house and buildings in the event of a sale. City agrees that before sale of the property to a third-party City will notify Society in writing of the terms of any bona fide offer received by City that City intends to accept.

30. Society will have 30 days from date of that notice to provide City with its written offer to purchase the property on the same terms and conditions as the third party's offer. If Society makes such offer within that time, the City will sell the property to Society on those terms. If the Society fails to make such offer, the right of first refusal terminates as to that submitted third party offer.

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31. Society will be allowed a credit against the stated purchase price for the actual money spent by Society for improvements to the property. However, the City will first recoup all costs of purchase and improvement expenses it has incurred for the property, including any funds expended to move the improvements to another location. The Society will not receive credit for time spent by Society volunteers or unpaid workers nor normal maintenance of the property.

This right of first refusal does not apply if the property is purchased or taken by a governmental agency for public purpose such as a street improvement.

Craig Sheldon, City Manager

Sara Z. Abel, President of
Sherwood Historical Society

Dated: _____

Dated: _____

TO: Sherwood City Council

FROM: Lydia McEvoy, HR Director
Through: Craig Sheldon, City Manager, Ryan Adams, City Attorney

SUBJECT: Resolution 2026-041, Ratifying the Collective Bargaining Agreement with Sherwood Sergeants Association

Issue:

Shall the City Council approve a resolution ratifying a collective bargaining agreement with the Sherwood Sergeants Association (SSA)?

Background:

The Sherwood Sergeants Association was formerly known as the Sherwood Police Sergeants Association (SPSA). The name of the Association has been modified to the Sherwood Sergeants Association (SSA) and is referred to as such through the collective bargaining agreement, Council Resolution and this staff report. The current Collective Bargaining Agreement is due to expire on June 30, 2026. The City of Sherwood has completed Collective Bargaining Agreement (CBA) negotiations with the Sherwood Sergeants Association (SSA). Staff is now bringing the tentative 3-year agreement to Council with a recommendation to ratify for the city.

Key Changes

- | | | | |
|------------------------------|--------------|--------------|--------------|
| • Cost of Living Increases | Year 1
3% | Year 2
3% | Year 3
4% |
| • One Time VEBA Contribution | \$4500 | | |
| • FTO Premium | 5% | | |

Financial Impact:

The financial impact over the next three years is expected to be at least \$32,500. Please note this figure does not include regular step increases for Officers in years 2 and 3.

Recommendation:

City Staff respectfully recommends City Council adoption of Resolution 2026-041, Ratifying the Collective Bargaining Agreement with Sherwood Sergeants Association.



RESOLUTION 2026-041

RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH SHERWOOD SERGEANTS ASSOCIATION

WHEREAS, the City of Sherwood has completed Collective Bargaining Agreement (CBA) negotiations with Sherwood Sergeants Association (SSA); and

WHEREAS, staff is recommending that the City Council adopt a resolution approving the tentative agreement; and

WHEREAS, Council has reviewed the tentative agreement attached hereto as Exhibit 1 and determined that approval is appropriate.

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

Section 1. The tentative agreement with Sherwood Sergeants Association attached hereto as Exhibit 1 is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such steps as are necessary to effectuate final approval and execution of the Collective Agreement with SSA consistent with this resolution and Exhibit 1.

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

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SHERWOOD SERGEANT'S
ASSOCIATION (SSA)
AND THE
CITY OF SHERWOOD

Expires: June 30, 2029

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ARTICLE 1 – PREAMBLE

Section 1. This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between the City of Sherwood, Oregon (hereinafter "the City") and the Sherwood Police Sergeant's Association (hereinafter "the Association") and sets forth the parties' Agreement with regard to wages, hours, and other conditions of employee relations as defined by law. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 2 – RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time sworn law enforcement Sergeants, including those who have accepted a work back agreement and those assigned as an interim Sergeant. This excludes employees represented by SPOA or any other bargaining unit, the Captains, the Chief, and confidential employees of the Police Department, with respect to wages, hours and other conditions of employment.

Section 2. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within 14 calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days consistent with ORS 243.698. The City is not precluded from filling the position at the posted wage rate; however, the City acknowledges the obligation to bargain in good faith.

If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board. The Association will provide at least 14 calendar days' notice prior to filing a question of representation with the ERB.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Association recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the Police Department; determining standards and levels of service and methods of operation,

including subcontracting, where Association members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just

cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days' advance notice to the Association, modifying how employees are paid or the dates employees are paid.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. Nothing herein shall be considered a waiver of the Association's rights to collectively bargain any changes in the status quo which are mandatorily negotiable or impact a mandatory subject of bargaining.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

ARTICLE 5 - CONTINUITY OF SERVICES

Section 1. During the term of this Agreement the Association's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the Police Department.

Section 2. In the event of violation of this provision by the Association or members of the Association, the City may discipline or discharge any employee involved in such activity.

ARTICLE 6 - CONTINUATION OF THE STATUS QUO

Section 1. Standards of employment related to wages, hours, working conditions, and other employee relations matters as defined by law, that constitute mandatory subjects of bargaining and which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, except as provided for in Section 3 below. The parties acknowledge

that this agreement contains the entire economic compensation package for members of the bargaining unit.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or the status quo as provided in Section 1 hereof.

Section 3. In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide an Association Executive Officer with written notice of the proposed change. The Association shall have fourteen (14) calendar days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the

Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. The parties agree to the provisions of ORS 243.698 should bargaining be required.

Union agrees to not initiate new economic proposals for midterm bargaining.

ARTICLE 7 - ASSOCIATION BUSINESS

Section 1. Subject to supervisory approval, grievances may be investigated on working time of the Association Officer and the employee involved. The Association's President or Vice President, Sgt. at Arms, or Secretary/Treasurer, and the employee involved, may process grievances during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or the employee's duties. The City agrees to provide reasonable time on duty for designated representatives while engaged in association activities as defined by ORS 243.798 (A-G) unless such activities, in the City's judgement, interfere with or hamper the normal operations of the City. Association activities will be conducted in such a way so as not to unreasonably interfere with work responsibilities of the department or other employees, and reasonable advanced notice to a supervisor

will be provided. An association member will not be eligible for contractual overtime while engaged in such time. Conflicts or disputes at to the reasonable use of time on duty will first be brought forth in labor management meetings, and if not resolved, will solely defer to the grievance process.

Section 2. Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting members of the Association. Such representatives shall not enter any work location without the consent of the Chief or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

Section 3. The City shall allow up to three (3) bargaining unit members to attend contract negotiations, up to two of whom may attend during duty hours without loss of pay. One Sergeant shall be allowed to use flex time (if that Sergeant normally works a flexible schedule) or paid time off to attend bargaining sessions. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties.

Section 4. The City agrees to allow the Association to maintain the bulletin board already provided by the City for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 5. On duty employees may attend Association meetings within the City limits no more often than quarterly and no longer than one (1) hour in duration but shall be subject to call. Sherwood Police Department facilities may be used for Association meetings on advance arrangements.

Section 6. The employer shall provide access to a copy machine for an Association member to print and provide sufficient copies of this Agreement for distribution to all Association members and all future Association members employed during the term of this Agreement.

Section 7. The City agrees to allow Executive Board members of the Association to attend up to a combined total of thirty-two (32) hours per fiscal year for training related to operational issues such as critical incident management and Garrity rights without experiencing a loss of pay. Requests for training under this Section shall be made in writing and subject to approval by the Chief of Police. Such approval shall not be unreasonably denied.

ARTICLE 8 - CHECKOFF AND PAYMENT IN LIEU OF DUES

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and Employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or Union because of the exercise of their legal rights or rights under the Labor Agreement in effect between the City and the Union. The Sherwood Sergeants Association (SSA) may collect dues from participating employees via the city provided payroll portal "Paycom" through its "Direct Deposit" feature.

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two

(2) weeks after their date of hire, furnishing the Association with the new employee's name, mailing address, telephone number and position for which they were hired.

Section 3. Deductions for dues: Such deduction shall be made only if accrued earnings are sufficient to cover the payment in lieu of dues after all other authorized payroll deductions have been made.

Section 4. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any payroll deductions made under this Agreement. In the event that any part of Article 8 shall be declared invalid or that all or any portion of the dues must be refunded to any employee, the Association and its members shall be solely responsible for such reimbursement. In the event that any part of Article 8 shall be declared invalid or is contrary to law, the parties will re-open Article 8 for negotiations consistent with ORS 243.698.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 1. Definition. Formal disciplinary actions for violations of rules or regulations shall include only the following: written reprimand, suspension or similar loss in pay imposed for sustained misconduct, demotion or dismissal. Disciplinary action is usually progressive in nature but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. For sworn law enforcement employees, all disciplinary actions imposed are subject to the just cause standards governed by ORS 243.808 through 243.812 and applicable law. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

Section 2. Counseling. Counseling is not discipline and may not be protested through the grievance process. Counseling is a less formal means of resolving issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Counseling documents, such as performance observation forms (aka "PO forms"), are not placed in an employee's personnel file, however, they may be maintained in the supervisory file and may be mentioned in the next yearly evaluation. Employees may provide a written rebuttal to the counseling within ten calendar days of the counseling. The rebuttal will be placed in the supervisory file attached to the counseling. Upon request, an employee may review and request copies of counseling documents in the employee's supervisory file. After the later of 12 months or the employee's next annual performance evaluation, the counseling will be considered stale if no further counseling or discipline has been imposed for similarly related conduct. Nothing herein prevents or prohibits command staff from discussing operational matters informally with employees.

Section 3. Process. If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative and/or Association attorney during such procedure.

If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

Section 4. Association Representation. In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative and/or Association Attorney during such procedures.

Section 5. Due Process. In the event the City is conducting an investigatory interview of an employee for reasons of alleged conduct that could lead to formal disciplinary action of an economic nature, the City will provide the following:

A. Definition.

For purposes of these procedures, "Formal Disciplinary Action of an Economic Nature" is defined as a dismissal, demotion, suspension without pay, or reduction in salary as imposed as a formal disciplinary action.

B. Advance Notice.

For any internal investigation which could result in discipline of an economic nature, the employee concerned shall be notified not less than twenty-four (24) hours prior to an investigatory interview of the employee except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four-hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association.

C. The Interview.

1. The interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.
2. Any interview of an employee normally shall be when they are on duty, unless the serious nature of the investigation dictates otherwise.
3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are

unknown to them and may have an Association or other representative present to witness the interview and assist them.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested.
5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or the employee may record the interview at their own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned in accordance with state and federal law.
6. The employee may be required to answer any questions involving criminal or noncriminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

D. Investigation Findings/Pre-Disciplinary Notice for Economic Sanctions.

If the City determines that discipline of an economic nature will be imposed, and prior to imposition of discipline of an economic nature, the City will provide the employee and Association written notice of disciplinary findings, policy violations or explanation of misconduct found including a range of the intended disciplinary action contemplated. If requested, the City will also provide a copy of the investigation to the Association Representative or Labor Attorney, subject to possible limitations on release. The written notice will also provide for notice of a pre-disciplinary (Loudermill) meeting for the employee to elect to attend. The employee shall have ten (10) days from receipt of the investigative summary to respond to the proposed discipline, either in writing or in person, as to why the proposed discipline would be inappropriate.

Imposition of Discipline. Upon determination by the City that formal discipline is merited and consistent with the provisions of this Article, the City will provide the employee subject to discipline written notice of imposition of discipline inclusive of findings of fact, stated policy violations or findings of misconduct and an explanation of the disciplinary sanction(s) imposed, and the employee will be furnished with a copy of all the reports of the investigation if so requested. Imposition of formal discipline will be placed in the employee's personnel file for a period of time consistent with other terms of this agreement.

ARTICLE 10 - DISPUTE RESOLUTION PROCESS – GRIEVANCES

Section 1. For the purpose of this agreement, a grievance is defined as any one of the following:

A claim by an employee covered by this agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;

A claim by the Association concerning the application of a specific provision or clause of this agreement as it affects a specific member of the Association.

An individual employee who does not wish the Association's Executive Committee to pursue a disciplinary grievance (under Section I(b) hereof) may notify the Association in writing at any time. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

Section 2. Informal Grievance Adjustment. The City and the Association desire to adjust grievances informally. Therefore, both supervisors and employees are expected to make efforts to resolve problems as they arise. The informal step in the grievance process, Step 1, may be waived in writing by mutual agreement of the City and the employee and/or the Association. Unless so waived, a grievance shall be filed at Step I as follows:

Step 1: Informal Step: To commence resolution of a grievance, the employee and/or the Association shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification shall be in writing and must occur within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the Captain delegated authority by the City to deal with the specific problem or concern. The grievance shall state supporting facts and proposed solution(s). Upon notice of informal grievance, the supervisor will respond in writing (email ok) within 14 calendar days. If the action grieved involves a decision of the Chief or City Administration the grievance shall be filed at Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution or when the action grieved involves a decision of the Chief or City Administration:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Association shall submit the grievance in writing to the Chief, within 14 calendar days from the date the written summaries provided for in Section 2 above were exchanged or were due, not including the day of the reply. The Chief or their designee shall issue a response in writing within 14 calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Association shall present the grievance to the City Manager or their designee within 14 calendar days from the date of response from the Chief, or the date such response was due, not including the day of response. The City Manager or their designee shall attempt to resolve the grievance and report in writing the decision within 14 calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Mediation. The parties acknowledge the value of resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the Union will notify the City Manager of its desire to submit the grievance to mediation within 14 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to 120 days, starting from the date of notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases do not need to follow the mediation process and may move to Step 4.

Step 4: If the grievance is not settled at Step 3, the Association may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within 14 calendar days of the date the decision of the City Manager is received, not including the day of receipt. For grievances not involving discipline of a sworn Sergeant, the parties shall request a list of nine (9) Oregon/Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator. For grievances involving discipline of a Sergeant and within 14 calendar days from the written notice to the City of the Association's intent to arbitrate a grievance involving discipline of a Sergeant, the Association will request and select an arbitrator from the Employment Relations Board consistent with ORS 243.808 and ERB rule.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. For grievances involving discipline imposed on a Sergeant, as defined in Article 9, the arbitrator is bound to the just cause standards defined in Article 9 and as set forth in ORS 243.808 through 243.812 and applicable law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. The losing party, as determined by the Arbitrator, shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within

the time limits set forth in this Article, the grievance will be advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

Section 6. An authorized Association representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to their immediate supervisor.

Section 7. All formal disciplinary actions, as provided by Article 9.1, that are imposed upon an employee, may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

ARTICLE 11 – ASSIGNMENT

Section 1. Shift and Vacation Bidding. Except in circumstances where it is necessary to distribute employees to meet the reasonable operating needs of the Department (e.g., unforeseen or emergency situations, state or federal mandates, temporary emergency staffing crisis, or training), employees assigned as Patrol Sergeant shall be assigned to 4-10 schedules on available shifts and days off based upon a bid process. Employees assigned as Investigative/Administrative Sergeant shall be assigned a 4-10 schedule in which the majority of hours are between 0800 and 1500.

Any modifications to an employee's schedule shall be temporary in nature. The Chief shall confer with the Association regarding any schedule modification no later than thirty (30) days prior to the implementation of the proposed change, or as soon as practicable if the modification is anticipated to extend into the next regularly scheduled shift bid, whichever occurs sooner.

The Chief will make reasonable efforts to return affected Sergeant(s) to their originally bid or assigned schedule in a timely manner.

If a modification extends beyond ninety (90) days, or is anticipated at the outset to extend beyond ninety (90) days or into the next scheduled shift change, the Chief shall provide written notice to the Association outlining the operational need for the continued modification and shall meet and confer with the Association regarding the status and anticipated duration of the modification

Section 2. Bidding of shift assignments and days off while assigned as Sergeant, will take place annually as follows: The City will post and announce Sergeant seniority shift and seniority vacation bidding by the 1st day of the month preceding the Shift and Vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA; The intent and purpose is for SSA Sergeants to complete their shift and vacation bidding process by the end of the month prior to SPOA's commencement of bidding.

Sergeants will complete the shift and seniority vacation bid schedules by the last day of the month preceding the shift and vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA.

The City will publish the final shift and seniority vacation schedules by December 31. The schedules will be effective (February - May), (June — September), and (October — January) with the transition dates generally effective the first Sunday of the transitioning month.

Section 3. Shift bidding shall follow the following process:

- 1) Patrol Sergeants will bid for shifts beginning with the Sergeant with the most seniority as an acting Sergeant and thereafter proceeding in order of seniority until the number of rotating Sergeants is equal to the number of patrol slots that could be rotated into.
 2. Patrol Sergeants will be assigned a 4-10's schedule (4 consecutive 10 hour shifts in a week)
 3. Investigation/Administrative Sergeants will be assigned a 4-10's schedule in which the majority of hours are between 0800-1500
 4. Patrol Sergeants may trade shift assignments with another willing Sergeant, subject to approval by the Chief or their designee

Section 4. If an officer within SPOA is asked by the Chief, or their designee, to serve as an interim Patrol Sergeant, the Officer will serve in the position previously bid on by the vacating Patrol Sergeant. Should a bid for shift and vacation bidding schedule occur during the time of interim service, this interim Patrol Sergeant will retain their rights in SPOA for shift and vacation bid scheduling. The returning Patrol Sergeant retains their rights for shift and vacation bidding within the SSA.

Section 5. A Patrol Sergeant asked by the Chief, or their designee, to work out of class, at a rank above Sergeant, shall retain all rights for shift and vacation bidding within the SSA.

Section 6. During primary vacation bidding Sergeants will be allowed to bid for a maximum of 4 weeks (160 hours) for primary vacation. 2 weeks of this must be in 40 hour blocks and 2 weeks may be individual days.

ARTICLE 12 - PERFORMANCE EVALUATIONS

Section I. Regular non-probationary employees will be evaluated annually and shall receive a copy of their annual evaluation. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation. Probationary employees will receive a written evaluation after working twelve (12) months, upon completion of the probationary period. Unless otherwise prohibited by law, if an employee's anniversary date or yearly performance evaluation falls during a leave without pay period of thirty (30) calendar days or longer, the anniversary date and

performance evaluation shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

Section 2. Any employee who is dissatisfied with an evaluation may provide a rebuttal to the Police Chief within 14 days of receipt, and the Police Chief will afford the employee an opportunity to meet with the employee to discuss the rebuttal. (bargaining note: evaluations are not subject to grievance).

Section 3. Step Advancements: Periodic salary increases are established in Appendix "A" and are based upon receipt of a satisfactory performance evaluation as indicated in an employee's written performance evaluation. Employees promoted to Sergeant from SPOA will be placed at the Step nearest to, but not less than, their previous hourly base pay including certification, education, assignment incentives, minus the percentage of any certification incentive that they will be eligible for immediately upon hire within the Sgt classification.

All Employees are eligible for advancement to the next step in the matrix upon each anniversary following placement at Step 2 or above and based upon receipt of a satisfactory performance evaluation. Employees who do not receive a satisfactory performance evaluation will be placed on a work performance improvement plan for 90 days from their anniversary date. The City will provide the employee guidance regarding expectations. If after the 90-day review, the employee meets expectations, the employee is eligible for their step advancement from that point forward. If the employee does not meet expectations during the 90-day period, the employee is not eligible for advancement until the next anniversary date. At such time the, the employee may then file a grievance concerning the denial of a step increase as a result of an evaluation of less than satisfactory performance which may be initiated at Step 2 (Chief of Police).

Section 4. Subject to receiving a satisfactory performance evaluation, after 48 months at step 7, employees are eligible for advancement to the longevity step in the matrix.

ARTICLE 13 - PROBATIONARY PERIODS

Section 1. All new Sergeant hires with the Police Department shall be tentative and subject to a probationary period of twelve (12) consecutive months' service. Promotional and lateral appointments shall be subject to the same probationary period for twelve (12) months. The probationary period is intended to provide an extended period of observation of new Sergeants and may be extended at the discretion of the Chief of Police. Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of 14 calendar days or longer excluding approved PTO, Comp Time, Sabbatical, or other exceptional reason authorized by the Chief of Police, the employee's probationary period shall be extended by the length of the absence from the position for the purposes of providing adequate observation.

Section 2. During the twelve (12) month probationary period, an internally promoted Sergeant may be demoted or request a demotion and be returned to Officer status, provided a Patrol Officer vacancy is available. They will return to SPOA seniority consistent with their years of service at the Sherwood Police Department, according to the agreement with SPOA, without appeal under the grievance procedure. The demoted Sergeant will return to pay levels, and vacation accrual consistent with years of full-time law enforcement service.

Section 3. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor. Formal notification of completion of the initial twelve (12) month probationary period will be sent to Personnel.

ARTICLE 14 - SENIORITY, LAYOFF AND RECALL

Section 1. Seniority within SSA shall begin on the date of promotion or assignment to Sergeant and will be honored upon completion of the employee's probationary period of Twelve (12) months. Seniority shall be determinative with respect to leave scheduling, requests for other leave time off, and selection of shifts and days off pursuant to Article 1 1, Section 2. For these purposes, seniority shall be defined as time served within the bargaining unit. The seniority of two (2) or more employees employed on the same date shall be determined based on scoring during the promotional process with the highest scores determining more seniority.

Section 2. Seniority shall be terminated if an employee quits, is discharged for just cause, is laidoff and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

Section 3. If the City should reduce its workforce, layoff shall be made within each job classification in a Department on the following basis: Employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where seniority is equal, ties will be broken by lot.

Section 4. A Sergeant notified of layoff may either accept the layoff or elect to displace the least senior employee within SPOA, as long as the bumping employee is fully qualified to perform all aspects of the officer's job. The laid off Sergeant will return to SPOA seniority consistent with their years of service at the Sherwood Police Department. The laid off Sergeant will return to pay levels, and vacation accrual consistent with years of full-time law enforcement service.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty- four (24) months of their date of layoff shall be recalled to their prior classification or a lower classification for which they are qualified on a seniority basis. No new employees shall be hired for a classification until

employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a lower classification by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have seven (7) calendar days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within seventeen (17) calendar days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of reinstatement to one's former classification shall constitute voluntary termination, and such employee shall lose their layoff status privileges and their seniority.

ARTICLE 15 - HOURS OF WORK

Section 1. Workweek and Workday. The regular City workweek is a period of one hundred sixty eight (168) consecutive hours that begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The regular Sergeant workday consists of a work shift often (10) consecutive work hours.

Section 2. Work Schedules. Work schedules shall be established by the Police Chief or their designee and shall be posted in advance of the shift bid described in (Article 11, Section 1). The City reserves the right to modify any posted work schedule whenever such modifications are in the best business interest of the City.

- A. A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- B. Investigative/Administrative Sergeants will typically be assigned a 4-10's schedule in which the majority of hours are between 0800-1500. Based on operational needs of the department, the chief, or designee, shall give a minimum of seven (7) days-notice that the Administrative Sergeant will be changed to a 5-8 schedule. It is allowable to be less than seven (7) days notice if mutually agreed upon.
- C. The City and the Association may agree to an alternative work schedule. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operating requirements of the Department. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5. Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days advance notice of any change in their regular hours of work or work schedule. Employees whose schedules are changed involuntarily by the City on less than seven (7) days' notice will be paid overtime for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6. Employees are required to maintain and provide to the City a telephone number so they can be contacted when not on shift. Employees are expected to make a good faith and reasonable effort to answer calls from the City. Approved remote work or phone calls for compensable work for 'On-Call Sergeants' will be paid at the rate of \$150.00 per month (Article 19/Section 4) with the exception of when an employee is unable to be on call as a result of an absence exceeding 30 days.

ARTICLE 16 - OVERTIME/COMPENSATORY TIME

Section 1. Overtime/Compensatory time calculated at time and one-half the employee's regular rate shall be paid for authorized work in excess of one or more of the following conditions:

- A. ten (10) hours per workday if on a 4-10 schedule or eight (8) hours per workday if a 5-8 schedule;
- B. Forty (40) hours in a workweek; or
- C. Work incident to a schedule change on less than seven (7) days' notice pursuant to Article 15, Section 5. Overtime and Comp time shall be calculated to the nearest quarter 1/4 hour.

Section 2. Overtime and Comp calculation: For determining a 40-hour workweek for the purposes of overtime and comp time, the use of authorized accrued leaves are included in the 40-hour calculation. Compensatory time shall be earned at one and one-half (1 1/2) times the hours worked but shall not exceed a maximum "bank" of eighty (80) hours..

Section 3. Captains, and the Chief of Police are authorized to require or authorize overtime by employees. Employees may be subject to discipline for working unauthorized overtime.

Section 4. Assignment of Overtime for Sergeants when the City has knowledge of a need to cover certain hours at least 7 calendar days in advance, the City will assign officers to cover those hours. SPOA will have first right of refusal for the posted hours requiring coverage until the period 5 days before the needed shift coverage. Sergeants are eligible to volunteer for overtime during the period 5

days before the needed shift coverage. Sergeants are not required to be part of a force-in list due to cover patrol minimums. Sergeants cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

Section 5.

- (1) Scheduling of comp time shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the City will not be obligated to schedule compensatory time off, and that such request is unduly burdensome if the request requires the City to drop below minimum manning levels or if the City does not receive at least seven (7) days advance notice of the requested time off. An exception to seven (7) days advance notice will be made in instances where the employee is given the next shift off pursuant to Article 17, Section 8.
- (2) Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6. Shift Trades: Subject to approval by the Chief of Police, Sergeants may trade a regularly assigned shift for another Sergeant shift, as long as the employees work the same number of hours in the same workweek. Trades are limited to be taken with the pay period (14 days).

ARTICLE 17 – CALLBACK

Section 1. Court Appearances. Employees who are required to report for work at Circuit Court, including Municipal Court, outside their regular shift or on their day off shall be paid a minimum of four (4) hours at one and one-half (1.5x) times their regular rate of pay except as provided below

a) Proximity to Start of Shift

If a scheduled court appearance begins within Two (2) hours prior to the start of an employee's regular shift, the employee shall be compensated at one and one-half (1.5x) times their regular rate for actual hours worked only until the start of the regular shift. The four (4) hour minimum shall not apply.

(b) Proximity to End of Shift

If a scheduled court appearance begins within two (2) hours prior to the end of an employee's regular shift and has not concluded by the employee's shift end time, the employee's shift shall be extended and the employee shall remain on duty until released from court. All time worked beyond the regular shift shall be compensated at the applicable overtime rate in accordance with this Agreement.

(c) Definition

For purposes of this Section, “begins” means the employee’s required reporting time.

(d) Applicability

Court appearances shall be governed exclusively by this Section and shall not be subject to the call-back provisions in Section 2.

Section 2. Call Back (Non-Court Work)

(a) General Rule

In all other instances, excluding court appearances, when employees are required to report for work outside their regular shift or on their days off, they shall be paid a minimum of three (3) hours at one and one-half (1.5x) times their regular rate of pay, except as provided below.

(b) Proximity to Start of Shift

If the required shift reporting time is within Two (2) hours prior to the start of the employee’s regular shift, the employee shall be compensated at one and one-half (1.5x) times their regular rate for actual hours worked only until the start of the regular shift. The three (3) hour minimum shall not apply.

(c) Exclusions

This Section does not apply to trades, voluntary overtime, or schedule changes made in accordance with this Agreement

Section 3. Notice An employee who has received notice of a court appearance, shall confirm the court appearance at least sometime after the close of business on the day prior to the court appearance. Unless provided two (2) hours advance notice of cancellation, the employee shall receive compensation pursuant to Article 17.

Section 4. For purposes of this article, court appearance by an employee means a court appearance required as a result of the employee's official capacity with the City of Sherwood.

Section 5. For purposes of this policy, reporting time for such appearances is deemed to be one half (h) hour before the time indicated on the official notice to appear, unless an earlier appearance time is approved by the Chief or his designee.

Section 6. More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 7. Employees who callback under Article 17, shall not be required to do work beyond the completion of a specific callback or court appearance. Minimum three (3) hour callback pay does not apply for remote work (for example: work from home) or phone calls off duty. Approved remote work or phone calls for compensable work for "On-Call" Sergeants will be paid at the rate of \$150.00 per month (Article 15 / Section 6).

Section 8. Safety Release: Employees working sixteen or more hours in a twenty-four hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. The employee should advise a Captain when they reasonably believe their shift will extend beyond sixteen unless to do so is not feasible. If the safety release time will extend into the employee's next regularly scheduled shift, the employee will be paid for those hours by the city. If the safety release time will extend more than halfway through the employee's next shift, the employee may opt to use accrued leave for the remaining duration of this shift.

Section 9. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Sherwood Finance Department.

ARTICLE 18 – SALARIES

Section 1.

Effective July 1 , 2026, the wage scale will be as set forth below, that reflects a cost of living adjustment which is increased by a percentage 3%, by applying the percentage increase to the first step and maintaining 4% between steps.

Effective July 1 , 2027, the wage scale will be as set forth in Appendix A, increased by a percentage 3%, by applying the percentage increase to the first step and maintaining 4% between steps.

Effective July 1 , 2028, the wage scale will be as set forth in Appendix A, increased by a percentage 4%, by applying the percentage increase to the first step and maintaining 4% between steps.

SSA Represented Salary Schedule 2026-27								
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*	Step 7	Longevity Pay*
Police Sergeant	\$51.77 \$107,675	\$53.84 \$111,991	\$55.99 \$116,462	\$58.24 \$121,131	\$60.56 \$125,955	\$63.12 \$131,284	\$65.64 \$136,526	\$67.61 \$140,622

SSA Represented Salary Schedule 2027-28								
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*	Step 7	Longevity Pay*
Police Sergeant	\$53.32 \$110,905	\$55.46 \$115,351	\$57.67 \$119,956	\$59.98 \$124,765	\$62.37 \$129,733	\$65.01 \$135,223	\$67.61 \$140,622	\$69.64 \$144,841

SSA Represented Salary Schedule 2028-29								
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*	Step 7	Longevity Pay*
Police Sergeant	\$55.45 \$115,341	\$57.68 \$119,965	\$59.98 \$124,754	\$62.38 \$129,756	\$64.87 \$134,922	\$67.61 \$140,632	\$70.31 \$146,247	\$72.42 \$150,635

Section 2. Employees are eligible for advancement to the longevity pay step in the matrix upon receiving a satisfactory performance evaluation after their fourth year (4th) year at the top step

Section 3. Pay periods. The pay period for bargaining unit members is every 14 days accounting for generally 26 pay periods per year.

Section 4. Working out-of-class pay. A Sergeant asked by the Chief, or his or her designee, to work in an acting role at a rank above Sergeant shall be paid 5% of base hourly rate for hours worked

Section 6. Shift Differential Pay. Shift differential pay will be paid at the rate of 75 Cents (\$0.75 per hour, in addition to the employee's regular rate of pay, for employees working the graveyard shift. The graveyard shift is defined as any shift in which the majority of hours worked are between midnight and 6 am. It is understood that this shift differential shall only be paid when an employee is actually working the graveyard shift or if their graveyard shift is extended by a supervisor or if their graveyard shift is extended for attending a court appearance. Any work performed by a graveyard shift employee which is an extension of their shift is paid with shift differential. Any work that is not an extension of their regular shift that takes place on day shift or swing shift shall not include the shift differential.

ARTICLE 20 – INSURANCE

Section 1. The City will provide group medical, dental, vision, and life insurance programs for all regular fulltime employees according to each program's eligibility requirements. The City will pay 90% of the PPO Plan group medical, dental, vision premium cost for regular full-employees and their dependents. The City or insuring agency reserves the discretion to change plans or carriers subject to providing comparable benefit coverage. In the event comparable coverage is no longer available at the same or lessor overall cost, the parties will meet and confer to discuss alternatives. Resolution of disputes regarding providing comparable plans or alternative plans will be limited to the grievance process. Employees electing alternative plan options made available by the City may apply these contribution amounts toward such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

HRA/VEBA. The City will continue to contribute \$50 per pay period to each employee's individual HRA/VEBA account. Employees will pay \$50 per pay period to their individual account through payroll deductions. HRA/VEBA fees are the responsibility of the employee. Effective July 1, 2026 the City will contribute a one-time contribution of \$4500 to each Sergeants individual HRA/VEBA account.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full-time employee at one and one- half (1 h) times the employee's annual salary, \$150,000 maximum.

Section 3. The City shall provide a program of long-term disability insurance for all bargaining unit members at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for the plan are paid 50% by the City and 50% by the employee.

Section 4. An optional accidental death and dismemberment plan for all regular, full-time employees shall be offered by the City which is equivalent to the current Transamerica AD&D plan. Premiums for this plan will be paid for by the employee.

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits. Employees are responsible for any contributions.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

ARTICLE 21 - TORT CLAIMS LIABILITY

Section 1. The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ARTICLE 22 – RETIREMENT

Section 1. The City shall provide for participation in the Public Employees Retirement System (PERS) for all eligible employees as provided for under the rules and regulations of that system. The City shall pay the cost of the employee's contribution to PERS (PERS pickup), not to be deducted from salary, consistent with PERS statutes, rules and regulations.

ARTICLE 23 - PAID LEAVES

Section 1. The City shall provide a program of earned time off for regular full- and part- time employees, which can be used to meet the employees' needs or desires for paid time off from work.

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employee's length in continuous service as full-time Sworn Law Enforcement. A break in continuous service is a break of 180 days or more. Full-time employees shall accrue PTO each pay period at the following rate:

Years of Continuous Service	Per Pay Period	Yearly Accrual Rate	Maximum Accrual
Less Than 3 years	5.23 hours	136 hours	204 hours
Greater Than 3 years	5.85 hours	152 hours	228 hours

Greater Than 6 years	6.46 hours	168 hours	252 hours
Greater Than 9 years	7.08 hours	184 hours	276 hours
Greater Than 12 years	7.69 hours	200 hours	300 hours
Greater Than 15 years	8.31 hours	216 hours	324 hours

Part-time employees shall accrue PTO at a prorated rate of full-time employees.

Section 3. HOLIDAYS The City and SSA shall observe the following holidays on the dates indicated:

- New Year's Day — January 1
- Martin Luther King Jr. Day — Third Monday in January
- Memorial Day — Last Monday in May
- Juneteenth — June 19th
- Independence Day — July 4
- Labor Day — First Monday in September
- Veterans Day — November 11
- Thanksgiving Day — Fourth Thursday in November
- Friday Following Thanksgiving — Fourth Friday in November
- Christmas Day — December 25
-

Exceptions: If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

- A) Holiday Pay — SSA members shall receive holiday pay commensurate with their regularly scheduled number of hours, at their regular rate of pay for each observed Holiday listed above in Article 23 Section 3.
- B) An SSA member may elect to work on an observed holiday upon approval of the Captain or Chief. If that holiday is worked, they will be compensated for hours worked at the regular hourly rate up to 10 total hours, only hours worked in excess of their regularly scheduled number of hours per day, on the approved holiday will be paid at the overtime rate and classed as hours worked for the purposes of calculating overtime (Article 16). If the member works on an observed holiday, they will still receive Holiday Pay as defined above

(Article 23 Section 3 A). Based on operational needs, the Chief may force-in a Sergeant for supervisory coverage of a Holiday. The Chief and the Association will make every effort to avoid the need for a force-in holiday.

Section 4. Sick Leave Accrual. In addition to PTO accrual in Section 2 above, the City shall provide eligible employees with paid sick leave in accordance with Oregon's Sick Leave Law. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period (every two weeks). Sick leave runs concurrently with Oregon Family Leave Act, Federal Family and Medical Leave and other leave when allowed by law. An employee begins to accrue paid sick leave on the first day of employment. Paid sick leave may not be used in excess of what has accrued. Part time employees are prorated consistent with applicable law.

Section 5. Maximum Accrual. PTO benefits are accrued to a maximum of one and a half (1 h) times the employee's annual accrual rate. Employees will not accrue or be paid for any PTO in excess of one and a half (1 h) times the employees' annual accrual rate. However, the City may approve temporary accruals and carry-overs of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and workload requirements, or other legitimate reasons that make use of accrued paid time off benefits unfeasible. Sick Leave, as provided by Section 3, will be accrued in a separate bank and employees will not accrue or be paid any Sick Leave in excess of seven hundred twenty (720) hours.

Section 6. Procedure for Use of PTO.

- A. Requests for time off submitted at the time of shift bid shall be granted within each classification=on a seniority basis. Such requests may not exceed four weeks per shift bid per employee. Of those four weeks, up to two weeks may be taken in daily increments, with the remainder being taken only on a full workweek basis.
- B. A PTO leave request, except in emergency situations, should be made in writing to the section captain at least one (1) week in advance. The section captain shall respond with approval or denial within one (1) week of receipt of the request. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- C. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.
- D. Employees will be compensated through the regular payroll process when using accrued paid leaves. Accrued paid leaves cannot exceed 40 hours per work week. Employees must indicate in writing the number of PTO and Sick Leave hours for which paid accrual is requested to be used.

Section 7. Compensation of Unused PTO Leave

- A. Upon separation of employment: Employees with at least 180 days employment in their classification shall be paid in one (1) lump sum for any accrued but unused PTO only upon layoff, resignation, or dismissal.

- B. Upon written request by an employee and written approval by the City Manager, an employee shall be allowed to convert a block of up to eighty (80) hours of accrued PTO time into cash at the employee's then-current rate of pay once per fiscal year. To be eligible for the cash-out, the employee must have already taken at least eighty (80) hours of PTO within the past twelve (12) month period. Employees will be required to maintain a balance of a minimum of eighty (80) hours of accrued PTO, after cash-out, to be eligible for cashout under this policy. The cash out process may take up to 2 pay periods to process and accrual caps will not be increased to allow for the processing time. Employees should plan accordingly. The City Manager will approve or deny any such PTO cash-outs in writing and may disallow or reduce the requested cash-out based on the ability of City finances to absorb the cost

Section 8. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Section 9. Worker's Compensation

A. Pay During Workers' Compensation Leave

1) During the First 120 days. If eligible for time loss due to an on-the-job injury or occupational illness and a worker's compensation accepted claim, the City shall issue a gross up check each pay period in an amount which is the difference between any worker's compensation payments and the employee's regular gross wages, excluding overtime for that period covered by the compensation payments. Employees shall retain any time loss payment/checks received by the City's workers compensation provider. Employees may be required to provide Payroll with evidence of the workers compensation payment so that Payroll may calculate the gross-up check amount. The City will endeavor to process the gross up check as soon as operationally possible, however, depending on the date of the workers compensation payment, the gross up check may be paid in the following pay period. The employee shall receive any general salary adjustments (COLA) and will be eligible for any salary step increase subject to satisfactory performance at the date of injury. During the period of the first 120-days, the City will deduct the employee's insurance cost share premium contributions or the other required deductions through payroll deductions from any gross up payments made to the employee each pay period. During the first 120-day period, the employee will continue to accrue all benefits, including but not limited to sick leave, vacation accrual, health insurance and PERS contribution. The PERS contribution is limited to the value paid by the city as the gross-up payment each pay period.

2) After 120 Days. Employees shall use available sick leave balances in order to gross-up and receive their regular gross wages. The employee's sick leave bank shall only be charged the difference between the employee's time loss payments/checks and their regular gross pay. If the employee's sick leave bank is depleted, the employee may elect to use available Comp Time or PTO to make up the difference. Employee medical benefits will continue for a maximum of 12 months and leave accruals will be calculated proportionately to the amount of leave used by the employee to supplement their wages.

B. Early Return-to-Work Program.

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Section 10. Sabbatical

- A. Eligibility: Full Time employees with 60 months of DPPST service with the Department or prior Oregon Agency is eligible for Sabbatical Leave. Employees with equivalent Law enforcement experience outside of Oregon may be granted eligibility at the discretion of the Chief. For externally hired Sergeants, the Sergeant must have completed their probationary period. Eligible employees may have no more than one sabbatical within any three-year period, unless otherwise approved by the Chief. Employees may submit a request to take Sabbatical leave after service in sworn law enforcement of 5 years and then upon completion of each subsequent anniversary ending in 5year increments. The Chief retains the sole discretion to schedule Sabbatical leave order and succession. Requests should be made by memorandum to the Patrol Captain during the period of primary bidding. The Chief retains the sole discretion to schedule leaves based on operational need. Such discretion is not subject to grievance.
- B. Length of Sabbatical Leave: Full time employees work a regular schedule of 40 hours a week. Sabbatical leave is intended to cover about four (4) weeks off taken in the equivalent of 30 consecutive calendar days off and 160 hours of regular scheduled paid time.
- C. Compensation: During the period of the Sabbatical leave, an employee must use 80 hours of accrued PTO or Compensatory time. The City will provide paid administrative leave of 80 hours, for a total time off of 160 consecutive hours. Employees accrue paid leaves under the CBA as if in paid status.
- D. Leave rules
 - a. The leave period is intended to be 30 consecutive calendar days off. Based on schedule, an employees' normal "weekend" day may apply at the beginning and/or end of the scheduled sabbatical leave period, resulting in more than an actual 30 days off.

- b. The 30-day period may not be extended by seeking to use additional PTO or compensatory time. In extraordinary circumstances and at the sole discretion of the Chief, a request for a longer period may be considered. The decision of the Chief is final and not subject to grievance.
- c. In the event an employee seeks to use sick leave that qualifies under FMLA, OFLA or other state law during the Sabbatical leave period, the timelines and applicable laws will be reviewed with Human Resources and the employee. If applicable, the city may set aside 80 hours of the employee's PTO or Compensatory time to ensure the employee has enough to cover their portion of the leave.
- d. Employees on Sabbatical leave will not engage in ANY work duties while on leave, with the exception of attendance to a court matter by subpoena. The Department will make all efforts to notify the Courts about leave schedules and unavailability. The employee is not eligible for any overtime work, off duty work, or related, unless otherwise approved by the Chief. During the leave period, employees should not be checking work email, engaged in work conversations, or attending police facilities absent social gatherings. This provision is not intended to impede any rights when engaged in Union activities.
- e. Operational Exception: The City intends to make every effort to not disrupt an employee while on Sabbatical Leave, however as a last resort and based on operational need, the City may require an employee to return to work. If the return to work exceeds 72hours, the duration of the Sabbatical Leave will be reviewed for extension. If an employee is required to appear for Court while on Sabbatical Leave, the employee will be paid time and one-half.
- f. Notification of sabbatical eligibility must be made by memorandum to the Patrol Captain or designee during the primary bidding process.
- g. Sabbaticals will be scheduled, after primary bidding is complete for SSA and SPOA.

ARTICLE 24 -LEAVES WITHOUT PAY

Section 1. Bereavement Leave. Bereavement leave shall be granted in accordance with state law and City policy for immediate family. Employees shall be required to use accrued PTO, vacation and sick leave before taking any unpaid bereavement leave.

"Immediate family" for purposes of this section is defined by state law.

Section 2. Emergency Leave for a Sibling. When a death or serious illness occurs for an employee's sibling, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave first and then from the employee's PTO, if necessary. Emergency leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule. All emergency leave shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. Use of such leave is concurrent with any applicable leave under OFLA.

Section 3. Military Leave. Military leave shall be granted in accordance with state and federal law and City Policy.

Section 4. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter within the employee's scope of employment or on behalf of the City, the employee shall be granted leave with pay. Compensation received from the Court or a third party (excluding travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 5. Family Medical Leave. Family medical leave shall be granted in accordance with state and federal law, and City policy.

Section 6. Leave Without Pay.

- A. Generally. Leave without pay may be granted to any regular employee by the City Manager or his designee for any period of time up to 90 days for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager or his designee shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City. Temporary employees shall not be granted leave without pay.
- B. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the Police Chief and referred to the City Manager with the Police Chief's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce

or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

- C. Return to Work. Unless otherwise approved by the Police Chief or his/her designee after giving due consideration to extenuating circumstances, failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment with the City. Employees on leave without pay may return to work early, provided notice is given to the Police Chief at least five (5) regular City workdays in advance.
- D. Benefits. PTO and Sick Leave are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by law, though the employee may elect to personally continue such coverage as provided under the terms of such policies through COBRA. At the City Manager's discretion, an employee may be required to use any earned but unused PTO and holiday benefits before a leave without pay is granted. If an employee is on approved FMLA or OFLA Leave, during leave without pay, the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on unpaid FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in benefit plans.
- E. Return from Leave without Pay. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step.
- F. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued PTO and Disability PTO prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the determination of a health care provider, the certificate shall, if possible, be from the health care provider who previously examined the employee.

Section 7. Administration of Leave Requests.

The following provisions will apply to the administration of all leave requests under this article unless otherwise indicated.

- A. Eligibility for Leave. Regular full or part-time employees will become eligible for leave without pay under this article when they have been employed for at least one hundred eighty (180) calendar days before the first day of leave.

- B. Notice of Leave. Unless otherwise required by law, employees must provide thirty (30) days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable notice of such leave must be provided as soon as the employee learns of the need for leave. At a minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work. Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits. In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave.
- C. Certification. The City may require an employee to provide certification from the employee's health care provider to support a leave of absence request under this article, to the extent allowed by law. Where the need for leave is anticipated, the employee must provide the certification in advance of the leave, when possible (although certification is not required for parental leave, the employee may be required to provide documents evidencing birth, adoption or foster placement). Where the need for the leave is not anticipated, an employee must provide certification within fifteen (15) days of the City's request for such certification. In some cases, the City may require a second or third opinion (not for leave to care for sick child), at the City's expense. If an employee requests a family medical leave for the employee's own serious health condition, the employee will also be required to furnish a certification (fitness-for-duty certification) from the employee's health care provider at least three (3) working days before returning to work.
- C. Benefit Status During Leave. Unless otherwise indicated, leaves under this article are unpaid. Leave shall not continue to accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.
For employees on a family medical leave who are otherwise qualified for employee benefits, the City will continue employee benefits, including group medical insurance, for the period of leave required by law, provided the employee pays his/her portion of the premiums. Employees will be asked to authorize payroll deductions for any employee contributions for benefits while they are on leave. In certain situations, the City reserves the right to recover any premiums paid on behalf of an employee for group medical insurance during the leave. For example, if an employee decides not to return to work after a leave for reasons other than a serious medical condition or circumstances beyond the employee's control, the City reserves the right to recover those premiums paid for such benefits on the employee's behalf during the unpaid leave.
- D. Calculation Period. The 12-month period during which leave is available (also referred to as the "one-year calculation period") will be based on a calendar year beginning January 1 and ending December 31 of that same year.

- F. Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, they will be entitled to be reinstated to an available equivalent position. Employees must promptly return to work when the circumstances which necessitate their leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement. With the exceptions of employees who are off work as the result of industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.
- G. Leave requests will be administered in accordance with any applicable federal or state laws. Leaves under this Article will run concurrently where permitted by law.

ARTICLE 25 – UNIFORMS

Section 1. If an employee is required to wear a uniform or carry equipment, such uniform and/or equipment shall be furnished by the City. The employee shall reimburse the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and equipment is the responsibility of the employee. The City will provide cleaning service for up to two City-issued uniforms per week and cleaning service for court attire as needed. The City shall provide Sergeants with a footwear reimbursement in the amount of three-hundred (\$300) - Receipts are required. Furthermore, the City shall provide a reimbursement of up to three hundred (\$300) every two (2) years for the receipted purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police's discretion. Proper maintenance of the appearance of footwear is the responsibility of the Sergeant.

Section 2. Subject to approval by the Police Chief, an employee may be authorized to substitute personal equipment for the equipment furnished by the City. However, the City shall not be responsible for an employee's personal property if loss or damage occurs in the line of duty when City furnished equipment is available.

Section 3. Employees assigned Investigative/Administrative Sergeant shall receive an annual clothing reimbursement of up to seven -hundred dollars (\$700) for the receipted purchase of clothing for work. Administrative Sergeant shall be expected to maintain an appearance appropriate to their assignment, as determined by the Chief of Police.

ARTICLE 26 – TRAINING

Section 1. Mandatory Training. When an employee is assigned to attend a training activity, the following shall apply:

- A. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
- B. All mileage and per diem shall be reimbursed in accordance with this agreement.
- C. All authorized time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

Section 2. Employee Requested Training. Employees may request to attend training determined to be related to their position. In the event the training is approved, the employee will be assigned to attend the training, and the City may adjust the employee's schedule to attend the training in efforts to minimize overtime obligations. Assigned training is subject to expenses as provided in section 1 above.

Section 3. The City shall provide an opportunity for each Sergeant to receive all training hours required by DPSST for the maintenance of the employee's certificate. Such training shall be considered mandatory training.

ARTICLE 27 - BUSINESS TRAVEL

Section 1. Mileage Reimbursement. Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS allowed rate.

Section 2. Expenses. An employee traveling on authorized City business (excluding Association business and training under Article 7, Section 7) shall receive per diem for meals (according to the applicable GSA rate) and mileage (according to the applicable IRS rate). Lodging and airfare will be paid for by the City.

ARTICLE 28 - OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain the approval of the Chief of Police and the City Manager. Such approval shall not be unreasonably withheld.

ARTICLE 29 – MISCELLANEOUS

Section 1. General and Special Orders. Policies and orders in effect are available to all employees online. The City will provide the Association with all additional policies and orders promulgated during the term of this agreement.

Section 2. Use of Force Situations. The parties agree that the Washington County Use of Deadly Physical Force by a Police Officer Plan has been approved by the City Council and that it will control situations to which it applies. The parties further agree that the Plan provides for an administrative protocol to be followed in the event of use of deadly physical force by a police officer and that any alleged violations of the Plan by the City will be handled in accordance with the Plan and/or SB 1 1 1, and will not be subject to the grievance procedure. Employees involved in the use of deadly force, as defined by the Sherwood Police Department policy manual, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement; however, the Sergeant shall be required to provide immediate, on-scene information such as the status of the incident and the location of a suspect. All employees involved in the use of deadly force or a traumatic incident, as determined by the Chief of Police or the Association, shall be required to meet with a mental health professional at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the mental health professional the employee wants to visit from a list of licensed mental health professional mutually agreed upon between the City and the Association. The employee shall notify the City of their choice. Debriefing by a chaplain is not considered counseling by a licensed mental health professional. These meetings shall be covered by the psychotherapist/ patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

ARTICLE 30 - PERSONNEL FILES

Section 1. Content. Personnel records maintained on Police Department employees may include, but are not necessarily limited to, a list of the positions held, and compensation received, performance evaluations, and special commendations or awards relating to job performance, notes regarding any disciplinary action(s) and records regarding the payment or administration of benefits. Personnel records will be maintained by the City Manager or designee. All employees, including those on leave without pay status, are required to keep the City informed of their current home address at all times.

Section 2. Confidentiality. An employee's personnel records are confidential, except as provided by law. Only the employee, a representative of the employee with written permission of the employee, the employee's immediate supervisor, the Police Chief, and the City Manager, or other personnel authorized by the City Manager, may examine an employee's confidential personnel records. Confidential personnel records shall not be released to any unauthorized individuals except with the written consent of the employee, unless otherwise permitted by law. No documents shall be removed from an employee's personnel file without the City Manager's approval, provided, however, employees

have the right to inspect and to copy documents from their own personnel file at any time, subject to notification of the City Manager. Authorized inspections shall take place in the presence of the City Manager, City Attorney or the Director of Human Resources.

Section 3. Response to Disciplinary Material Placed in Personnel File. An employee may respond in writing, within (30) calendar days, to any information in such document with which the employee disagrees, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 4. Removal from File. Upon written request by an employee, all letters of warning and reprimands will be removed from an Association member's personnel files at the time permitted by OAR 166-200-0305(4)(a) and (b), unless other similar discipline has been received by the employee within the applicable retention period. For sworn law enforcement employees, personnel files will be maintained at a minimum of 10 years post-employment consistent with applicable law. (note: Removal from file does not preclude continued record keeping for civil purposes or for purposes of proving notice of rule)

ARTICLE 31 - FUNDING CLAUSE

Section 1. The City agrees to include moneys necessary to fund this Agreement in its General Fund budget. However, the City makes no guarantee or representations as to passage, voter approval, or level of employment within the department.

ARTICLE 32 – SAVINGS CLAUSE

Section 1. The parties agree to abide by ORS 243.702.

ARTICLE 33 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and the Sherwood Police Sergeant's Association resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Sherwood Police Sergeant's Association where mutually agreeable.

ARTICLE 34 - TERM OF AGREEMENT

Section 1. This agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2026, and shall continue in effect during the period of negotiations until a successor agreement is reached.

Section 2. The parties agree to initiate successor bargaining by March 1st of the expiring year.

Association President Date

City Manager Date

TO: Sherwood City Council

FROM: David Bodway, Finance Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2026-042, Approving the City Investment Policy and Authorizing Investments

Issue:

Should the City of Sherwood continue with its current investment policy?

Background:

On June 12, 2018 a work session was held with City Council to discuss this policy and options for investments and on June 19, 2018 the City Council approved Resolution 2018-058 Adopting an Investment Policy and Authorizing Investments.

This policy is required to be re-submitted not less than annually to the City Council for approval. There are no recommended changes to the current policy.

Financial Impacts:

There are no immediate financial impacts of approving this policy. However, the policy will allow the City to continue to diversify investments, thereby potentially increasing revenues.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-042, Approving the City Investment Policy and Authorizing Investments.



RESOLUTION 2026-042

APPROVING THE CITY INVESTMENT POLICY AND AUTHORIZING INVESTMENTS

WHEREAS, the City of Sherwood is permitted under ORS 294.035 and 294.805 to invest in various classes of securities and in the State of Oregon's Local Government Investment Pool; and

WHEREAS, the City wishes to establish a conservative set of investment criteria to prudently protect the City's assets and provide liquidity to meet the City's cash needs while enabling the City to generate a market rate of return from its investment activities; and

WHEREAS, the City's current investment policy was adopted by Resolution 2018-058 on June 19th, 2018; and

WHEREAS, this policy must be re-submitted not less than annually to the City Council for approval; and

WHEREAS, no changes or modifications to the policy are proposed.

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

Section 1. **Re-approval of the Investment Policy.** The City Council of the City of Sherwood, Oregon hereby re-approves the Investment Policy attached hereto as Exhibit A.

Section 2. **Effective Date.** This Resolution shall become effective upon its approval and adoption.

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



CITY OF SHERWOOD FINANCIAL POLICY

DEPARTMENT: Finance

POLICY STATEMENT: Investment Policy

ORIGINATION DATE: June 19, 2018

RE-APPROVAL DATES: June 18, 2019, June 16, 2020, June 15, 2021, June 29, 2022, June 20, 2023, June 18, 2024, June 24, 2025

REVISION DATES:

I. Purpose

The City of Sherwood (“the City”) was incorporated in 1893. As a Council-Manager form of government, it is governed by an elected City Council and Mayor, who in turn appoint a professional city manager to whom they delegate the administration of the City. The City provides law enforcement, public works, library, community services and community development functions to its citizens.

This Investment Policy defines the parameters within which funds are to be invested by the City. This policy also formalizes the framework, pursuant to ORS 294.135, for the City’s investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The City’s investment program shall be operated in conformance with Oregon law and applicable federal law. Specifically, this investment policy is written in conformance with ORS 294.035, 294.040, 294.052, 294.135, 294.145, and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions of applicable laws shall be automatically incorporated into this Investment Policy immediately upon their effective date.

III. Scope

This policy applies to activities of the City with regard to investing the financial assets of all funds. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$5 million and \$35 million.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. Preservation of Invested Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio shall consist largely of

securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

3. Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity.

V. Standards of Care

1. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

The "prudent person" standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. These employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. These employees and officers shall refrain from undertaking personal investment transactions with the same individual(s) or firm(s) with whom business is conducted on behalf of the City of Sherwood. These officers and employees shall, at all times, comply with the State of Oregon Government Ethics requirements set forth in ORS Chapter 244.

3. Delegation of Authority and Responsibilities

i. Governing Body

The City Council will retain ultimate fiduciary responsibility for invested funds. It will receive reports, pursuant to, and with sufficient detail to comply with, ORS 294.085 and 294.155.

ii. Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures

and internal controls is granted to the Finance Director, hereinafter referred to as the Investment Officer, and derived from ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No such officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Municipal Adviser

The City Council may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with this investment policy. Investment advisers may be hired on a non-discretionary basis. All investment transactions by approved investment advisers must be pre-approved in writing by the Investment Officer and compliant with this Investment Policy. If the City hires an investment adviser to provide investment management services, the adviser is authorized to transact with its direct dealer relationships on behalf of the City.

VI. Transaction Counterparties, Investment Advisers and Depositories

1. Broker/Dealers

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. The Investment Officer will maintain a list of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
 - A. Be registered with the Securities and Exchange Commission (SEC)
 - B. Be registered with the Financial Industry Regulatory Authority (FINRA)
 - C. Provide most recent audited financials
 - D. Provide FINRA Focus Report filings
- ii. Approved broker/dealer employees who execute transactions with the City of Sherwood must meet the following minimum criteria:
 - A. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
 - B. Be licensed by the state of Oregon;
 - C. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.
- iii. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider are:
 - A. Pending investigations by securities regulators
 - B. Significant changes in net capital

C. Pending customer arbitration cases

D. Regulatory enforcement actions

2. Direct Issuers

Obligations that are permitted for purchase by this policy may be purchased directly from the issuer.

3. Investment Advisers

The Investment Officer will maintain a list of approved advisers selected by conducting a process of due diligence.

i. The following items are required for all approved Investment Advisers:

A. The investment adviser firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (*Note: Investment adviser firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon.*)

B. All investment adviser firm representatives conducting investment transactions on behalf of the City must be registered representatives with FINRA.

C. All investment adviser firm representatives conducting investment transactions on behalf of the City must be licensed by the state of Oregon.

D. Certification must be provided by all of the adviser representatives conducting investment transactions on behalf of this entity of having read, understood and agreed to comply with this investment policy.

ii. A periodic (at least annual) review of all investment advisers under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. Factors to consider are:

A. Pending investigations by securities regulators

B. Significant changes in net capital

C. Pending customer arbitration cases

D. Regulatory enforcement actions

4. Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

5. Competitive Transactions

i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.

iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. However, the Investment Officer

is encouraged to document quotations on comparable securities.

- iv. If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide it to the City upon request.

VII. Administration and Operations

1. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

2. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the City. All securities will be evidenced by safekeeping receipts in the City's name. Upon request, the safekeeping institution shall make available to the City a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

3. Internal Controls

The Investment Officer will establish and maintain a system of written internal controls consistent with this Policy designed to prevent the loss of public funds due to fraud, error, misrepresentation or imprudent actions by third parties or by employees of the City. The internal control structure will be designed to provide reasonable assurance that these objectives are met.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- i. Compliance with Investment Policy
 - ii. Controls to prevent collusion
 - iii. Separation of transaction authority from accounting and record keeping
 - iv. Custodial safekeeping
 - v. Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary
 - vi. Clear delegation of authority to subordinate staff members
 - vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
 - viii. Dual authorizations of wire and automated clearing house (ACH) transfers
 - ix. Staff training
 - x. Review, maintenance and monitoring of security procedures both manual and automated
4. An external auditor shall provide an annual independent review to assure compliance with applicable law and City of Sherwood policies and procedures.

VIII. Suitable and Authorized Investments

1. Permitted Investments

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810. *(Note: The scope of permitted investments under this policy may be more restrictive than ORS 294.035 and 294.810).*

- *US Treasury Obligation:* Direct obligations of the United States Treasury

whose payment is guaranteed by the United States. ORS 294.035(3)(a).

- *US Agency Primary Agency Obligations:* US Government Agencies, Government Sponsored Enterprises (GSEs), Corporations or Instrumentalities of the US Government – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bureau (FFCB). ORS 294.035(3)(a).
- *US Agency Secondary Agency Obligations:* Other US government sponsored enterprises that are less marketable are considered secondary GSEs. They include, but are not limited to: Private Export Funding Corporation (PEFCO), Tennessee Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation (Farmer Mac).
- *Corporate Indebtedness:* Corporate Indebtedness must have a long-term rating on settlement date of AA- or better by Standard and Poor's or Aa3 or better by Moody's. ORS 294.035(3)(i). In the case where multiple rating agencies provide ratings on the corporation, the lowest rating will be used.
- *Municipal Debt:* Lawfully issued debt obligations of the states of Oregon, California, Idaho and Washington and political subdivisions of those states that have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's. ORS 294.035(3)(b). In the case where multiple rating agencies provide ratings on the corporation, the lowest rating will be used.
- *Time Deposit Open Accounts and Savings Accounts:* Time deposit open accounts and savings accounts in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS 723.006, or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state. ORS 294.035(3)(d).
- *Certificates of Deposit:* Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS 723.006, or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state. ORS 294.035(3)(d).
- *Commercial Paper:* Commercial Paper that is rated A1 by Standard and Poor's or P1 by Moody's. In the case where multiple rating agencies provide ratings on the corporation, the lowest rating will be used.
- *Local Government Investment Pool:* State Treasurer's local short-term investment fund up to the statutory limit per ORS 294.810.

2. **Approval of Permitted Investments**

Additional types of securities will not be eligible for investment until this policy has been amended by the City Council.

3. **Prohibited Investments**

i. **Private Placement or "144A" Securities**

Private placement or "144A" securities are not allowed. For purposes of the policy, SEC Rule 144A securities are defined to include commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.

ii. **US Agency Mortgage-backed Securities**

US agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

iii. Securities Lending

The City of Sherwood shall not lend securities nor directly participate in a securities lending program.

4. Demand Deposits and Time Deposits

- i. All demand deposits and time deposits (examples of time deposits are certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.
- ii. Demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

IX. Investment Parameters

1. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

i. Diversification

It is the policy of City of Sherwood to diversify its investments. Where appropriate, exposures will be limited by security type, maturity, issuance, issuer, and security type. Allowed security types and Investment exposure limitations are detailed in the table below.

ii. Recognized Credit Ratings

Investments must have a rating from at least two of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below shall be investment level ratings and not issuer level ratings.

iii. Portfolio Average Credit Rating

The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA/AA by Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service respectively.

iv. Exposure Constraints and Minimum Investment Credit Ratings

The following table limits exposures among investments permitted by this policy.

Issue Type	Maximum Holdings	%	Minimum Moody's / Fitch	Ratings S&P /
US Treasury Obligations	100%		None	
US Agency Securities	100%		-	
Per Agency (Senior Obligations Only)	50%		-	
Oregon Short Term Fund (LGIP)	Maximum allowed per ORS 294.810		-	
Time Deposits/Savings Accounts/Certificates of Deposit ⁽¹⁾	50%		-	
Per Institution	25%			
Corporate Debt (Total)	15% ⁽²⁾		-	
Corporate Commercial Paper	15% ⁽²⁾			
Per Issuer	2.5% ⁽³⁾		A1/P1/F1	
Corporate Bonds	10% ⁽²⁾			
Per Issuer	2.5% ⁽³⁾		Aa/AA/AA	
Municipal Debt (Total)	10%		-	
Municipal Commercial Paper	10%		A1/P1/F1	
Municipal Bonds	10%		Aa/AA/AA	

⁽¹⁾ As authorized by ORS 294.035(3)(d)

⁽²⁾ 35% Maximum per ORS 294.035(D)

⁽³⁾ 5% Maximum per ORS 294.035(D)

v. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings.

vi. Restriction on Issuers With Prior Default History

Per ORS 294.040, the bonds of issuers listed in ORS 294.035(3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.

2. Liquidity Risk

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

- i. The value of at least 25% of funds available for investing or three months of budgeted operating expenditures, whichever is greater, will be invested in the Oregon Short Term Fund, with a qualified depository institution, or in investments maturing in less than 90 days to provide sufficient liquidity for expected disbursements.
- ii. Funds in excess of the above liquidity requirements are permitted to be invested in investments maturing in greater than one year. However,

longer-term investments tend to be less liquid than shorter term investments. Portfolio investment maturities will be limited as follows:

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 90 days	Greater of 25% or three months Estimated Operating Expenditures
Under 1 year	35%
Under 5 years	100%

- iii. Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.
- iv. Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.
- v. Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance.

Issue Type	Maximum % of Issuance*
US Agency Securities	50%
Corporate Debt (Total)	-
Corporate Commercial	100%
Paper Corporate Bonds	25%
Municipal Bonds	25%

*The par amount issued under a single CUSIP.

3. Interest Rate Risk

Longer-term investments have the potential to achieve higher returns but are also likely to exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- ii. To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re- investment risk.
- iii. No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.

- iv. The maximum percent of callable securities in the portfolio shall be 35%.
- v. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy.
- vi. The maximum portfolio average maturity (measured with stated final maturity) shall be 3 years.

X. Investment of Proceeds from Debt Issuance

- 1. Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.
- 2. Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and are maturity matched with outflows. Consequently, funds within the scope of ORS 294.052 are not subject to this policy's liquidity risk constraints within section IX (2).

XI. Investment of Reserve or Capital Improvement Funds

- 1. Pursuant to ORS 294.135(1)(b), reserve or capital improvement project monies may be invested in securities with maturity dates occurring when the funds are expected to be used (and exceeding five years) when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, upon the approval of the City Council.

XII. Guideline Measurement and Adherence

1. Guideline Measurement

Guideline measurements will use market value of investments.

2. Guideline Compliance

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- ii. Violations of portfolio guidelines as a result of transactions, the actions taken to bring the portfolio back into compliance, and the reasoning behind the actions taken to bring the portfolio back into compliance shall be documented and reported to the City Council.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

XIII. Reporting and Disclosure

1. Compliance

The Investment Officer shall prepare a report at least quarterly that allows the City Council to ascertain whether investment activities during the reporting period have conformed to this investment policy. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable)
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Distribution of transactions among financial counterparties such as broker/dealers
- ix. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding and actions (taken or planned) to bring the portfolio back into compliance.

2. Performance Standards/ Evaluation

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or more bond indices with a similar risk profile.

When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

3. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.

4. Audits

Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

XIV. Policy Maintenance and Considerations

1. Review

The investment policy shall be reviewed by the Investment Officer at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to and compliance with current law and financial and economic trends.

The annual report will also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

2. Exemptions

Any investment held prior to the adoption of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

3. Policy Adoption and Amendments

This investment policy and any modifications to this policy must be formally approved by resolution of the City Council. This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of the City Council, the maximum maturity date matches the anticipated use of the funds. ORS 294.135(1)(b) and 294.135(3).

And either:

- A. This policy has never been submitted to the OSTF Board for comment;

Or

- B. Material changes have been made since the last review by the OSTF Board.

Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the City Council for approval.

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Through: Craig Sheldon, City Manager

SUBJECT: Resolution 2026-043, Reappointing Jim Craig to the Sherwood Parks & Recreation Advisory Board

Issue:

Should the Council reappoint Jim Craig to the Sherwood Parks & Recreation Advisory Board?

Background:

Jim Craig was appointed to Position 6 of the Parks & Recreation Advisory Board by Resolution 2023-072, which term expires in June 2026. Jim would like to seek reappointment. 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 adoption of Resolution 2026-043, Reappointing Jim Craig to the Sherwood Parks & Recreation Advisory Board.



RESOLUTION 2026-043

REAPPOINTING JIM CRAIG TO THE SHERWOOD PARKS & RECREATION ADVISORY BOARD

WHEREAS, Jim Craig was appointed to Position 6 of the Parks & Recreation Advisory Board by Resolution 2023-072; and

WHEREAS, the term for this position expires on June 30, 2026, and Jim is seeking reappointment; and

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

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

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

Section 1. The Sherwood City Council hereby reappoints Jim Craig to Position 6 on the Sherwood Parks & Recreation Advisory Board for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 16th day of June 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Through: Craig Sheldon, City Manager

SUBJECT: Resolution 2026-044, Reappointing Joshua Gaylord to the Sherwood Parks & Recreation Advisory Board

Issue:

Should the Council reappoint Joshua Gaylord to the Sherwood Parks & Recreation Advisory Board?

Background:

Joshua Gaylord was appointed in October 2025 to fill the remainder of a term for position #3, which expires in June 2026. Joshua would like to seek reappointment. 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 adoption of Resolution 2026-044, Reappointing Joshua Gaylord to the Sherwood Parks & Recreation Advisory Board.



RESOLUTION 2026-044

**REAPPOINTING JOSHUA GAYLORD TO THE SHERWOOD PARKS & RECREATION
ADVISORY BOARD**

WHEREAS, Joshua Gaylord was appointed to Position 3 to fill a partial term of the Parks & Recreation Advisory Board by Resolution 2025-071; and

WHEREAS, the term for this position expires on June 30, 2026, and Joshua is seeking reappointment; and

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

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

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

Section 1. The Sherwood City Council hereby reappoints Joshua Gaylord to Position 3 on the Sherwood Parks & Recreation Advisory Board for a term expiring at the end of June 2029.

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

Duly passed by the City Council this 16th day of June 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Craig Sheldon, City Manager
Through: David Wendell, Outside Legal Counsel

SUBJECT: Resolution 2026-046, Approving a Contract for the City Attorney

ISSUE:

Should the City Council adopt a resolution authorizing the mayor to execute a contract with Fir Law Group, LLC as its City Attorney pursuant to Section 35 of the Sherwood City Charter?

BACKGROUND:

The City engaged in a competitive procurement process to select outside counsel in accordance with Sherwood Municipal Code (SMC) 1.10. Various law firms were solicited to provide services to the City based on a set of standards and scope of work set forth by Council. Fir Law Group, LLC was selected as the best fit for the City based both on price and the ability to meet the scope of work.

Fir Law Group, LLC is managed by Ryan Adams. Mr. Adams would act as primary counsel to the City and its chief legal counsel pursuant to Sherwood City Charter section 35. The firm would provide all legal services to the City in the same manner as in house counsel. Firm would retain the ability to manage specialized counsel for niche areas of law such as complex land use, labor issues, and environmental law and the City would continue to budget for these matters.

Fir Law Group LLC will provide legal services to the City at a flat rate of \$25,000 per month, and will provide no cap on reasonable legal services. This sets what would otherwise be an average hourly rate of \$156.25 assuming 40 hours per week of combined staff and attorney time. The contract is for a two-year period with the option to renew at City Council's sole discretion.

FINANCIAL IMPACTS:

This will result in a savings to the City of approximately \$50,000 per biennium.

RECOMMENDATION:

Staff respectfully recommends City Council adoption of Resolution 2026-046, Approving a Contract for the City Attorney.



RESOLUTION 2026-046

APPROVING A CONTRACT FOR THE CITY ATTORNEY

WHEREAS, Section 35 of the Sherwood City Charter provides City Council with sole authority to make employment decisions with regard to its Chief Legal Counsel; and

WHEREAS, The City determined a potential financial savings in using outside counsel for legal service; and

WHEREAS, The City engaged in a competitive process pursuant to SMC 1.10 to select candidates; and

WHEREAS, Fir Law Group, LLC was selected as the best candidate to meet the City’s needs based on price and a relationship of knowledge and trust.

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

Section 1. The Mayor is authorized to enter into an agreement with Fir Law Group, LLC for the provision of legal services to the City of Sherwood. The agreement shall be in a form substantially similar to the attached Exhibit 1.

Section 2. Ryan Adams, as managing attorney for Fir Law Group, LLC is appointed as City Attorney and Chief Legal Counsel for the City of Sherwood pursuant to Section 35 of the Sherwood City Charter.

Section 3. This Resolution is and shall be effective after its adoption by the City Council.

Duly passed by the City Council on this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME: City Attorney Services
CONTRACT PARTIES: City of Sherwood and Fir Law Group, LLC
C.O.S. PROJECT MANAGER: Mayor Tim Rosener

ACCOUNT #: FUND #: DEPT: JOB #:
VENDOR #: URA RES: PHASE:

SCOPE of WORK: Attached as Exhibit A
FEE SCHEDULE: Attached as Exhibit B
SCHEDULE of WORK: effective date: June 16, 2026 expiration date: June 16, 2028
PAYMENT: City agrees to pay Consultant based on the Fee Schedule an amount not to exceed \$25,000 per mo. for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount, are not required for this Contract.

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: Fir Law Group, LLC
ADDRESS: PO Box 35 Silverton, OR 97381
VOICE: (503) 383-1640
CONTACT: Ryan Adams
LIC #: OSB 150778
FAX:
TITLE: Managing Attorney

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract.

CONSULTANT: signature date

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

Mayor: signature Date

Outside Legal Counsel (approved as to form) signature date

STANDARD CONTRACT PROVISIONS

1. **Access to Records**

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. **Audits**

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. **Effective Date and Duration**

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. **Payments**

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Consultant or shall notify Consultant in writing of any dispute with regard to such invoice.

5. **Early Termination of Contract**

- (a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective 120 calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b) or 5(c), **Early Termination of Contract** hereof, the City shall pay the Consultant an amount equal to four months of services under the contract.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

- (a) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (b) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Contract. Consultant represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by City will not operate as a waiver or release.

Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Consultant's activities are deemed to include those of subcontractors. The City may, at any time at its election assume its own defense and settlement in the event that it determines that Consultant is not adequately defending the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

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

11. Insurance

Consultant shall obtain at its expense, and maintain for the term of this contract maintain the insurance required by the Oregon State Bar and the Professional Liability Fund.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-

336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be 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 Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the parties to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

20. License

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in this contract contradicts an exhibit, this exhibit shall take precedence over the conflicting item in the contract.

List of Exhibits

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C—Supplemental Provisions

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

(a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.

- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. **Information Technology**

If Consultant access to City's information technology systems is necessary for the performance of this Contract:

- (a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
- (b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
- (d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.

26. **Notice**

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Consultant under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. **Miscellaneous Terms**

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or 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 Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
 - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and

attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As required by ORS 279B.235:
 - i. Consultant's employees shall be paid at least time and a half for all overtime worked, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - ii. Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
 - iii. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Consultant may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

[SIGNATURES ON COVER PAGE TO CONTRACT]

STANDARD CONTRACT PROVISIONS

In the event of any conflict, the Exhibits and Supplemental Terms control with respect to the specific subjects addressed therein. All standard provisions remain in full force and effect to the extent not inconsistent herewith.

EXHIBIT A – SCOPE OF WORK The full “Scope of Work – City Attorney Services” document dated April 28, 2026 is incorporated by reference and attached hereto. The Firm shall perform all services described therein in a manner consistent with the long-term relationship of knowledge and trust emphasized throughout the Scope.

Supplemental Provisions to Scope:

- **Authorized Requestors & Trackable System.** All requests for legal services shall be submitted through a single, trackable repository designated in writing by the City Manager and developed by the City. Firm and City shall have equal access to the repository. City Employees shall be responsible for entry of requests for legal services in the repository. The Mayor and City Council members may direct requests by email directly to the Firm; such communications will be logged by the Firm into the trackable system. Department directors and staff must use the trackable system. Informal phone or text communications with the Firm are permitted for quick guidance; however, the requesting staff member shall promptly enter a summary of the request and any advice provided into the trackable system.
- **Response Times & Performance Standards.** Performance shall be evaluated objectively against the Scope of Work and the following metrics:
 - Acknowledgment of emails/requests: within one (1) business day or the next business day.
 - Prompt completion: Firm shall use reasonable efforts to complete routine legal work within seventy-two (72) business hours of receipt. Matters requiring substantial research, policy analysis, coordination with third parties, litigation strategy, or unusual complexity shall be acknowledged within one (1) business day with an estimated timeline for completion.
 - Availability: Primary attorney (Ryan Adams or approved alternate) and at least one backup attorney familiar with City matters during normal business hours, key meetings, evening meetings, and as needed for urgent matters.
 - Key meetings:
 - Attorney shall be present at all council meetings (unless excused in advance by the mayor). Attendance at council meetings shall be in person, unless the Mayor approves attendance by video in advance of the meeting.

- Attorney shall attend weekly senior leadership meetings on Mondays from 10-11AM. On occasion, attorney may attend this meeting remotely if coordinated in advance with the City Manager.
 - Attorney shall attend weekly meetings with the Mayor and Council President.
 - Attorney shall be present in the offices of City Hall for general staff communication beginning at 3PM on days when City Council meetings are scheduled.
 - For any other meetings required by staff, Staff shall coordinate with Attorney no earlier than 1 week prior to the meeting. Attorney shall use best efforts to meet with staff when necessary. Meetings with staff may be over video conference.
- Monthly Synopsis: At the end of each month, Firm shall deliver a concise written synopsis of the preceding month's work. The synopsis shall include: (i) a high-level description of major matters handled; (ii) an estimate of total hours devoted; and (iii) confirmation of performance standards compliance. No detailed hourly timekeeping is required.
 - To the extent City has any concerns regarding performance, City will communicate them to the Firm at the end of the month, or, as they arise.
- **Reasonable Hours Standard.** The \$25,000 monthly flat fee assumes reasonable full time monthly attorney/paralegal time. The City will continue to budget and pay for specialized outside counsel, when appropriate and after consultation between the parties. Firm shall be the Chief Legal Counsel of the City as set forth in Section 35 of the Sherwood City Charter. Firm shall be included in any and all communication with outside counsel.



Home of the Tualatin River National Wildlife Refuge

City of Sherwood
22560 SW Pine St.
Sherwood, OR 97140
Tel 503-625-5522
Fax 503-625-5524
www.sherwoodoregon.gov

Mayor
Tim Rosener

Council President
Kim Young

Councilors
Renee Brouse
Taylor Giles
Keith Mays
Doug Scott
Dan Standke

City Manager
Craig Sheldon

Assistant City Manager
Kristen Switzer

Scope of Work – City Attorney Services

The City Attorney services engagement is not a discrete, project-driven assignment. It is an ongoing municipal legal services role requiring a long-term relationship of knowledge and trust with the City Council, City Manager, Senior Leadership Team, City Recorder, operating departments, Municipal Court, and regional partners. The role depends on continuous familiarity with Sherwood’s ordinances, Council rules and practices, active public records and public meetings compliance systems, land use and infrastructure matters, litigation posture, template documents, and recurring policy issues. Because the work requires real-time judgment informed by accumulated institutional knowledge and established working relationships, the City seeks legal services from a primary counsel who can provide immediate continuity and informed advice without the disruption, ramp-up time, and added risk associated with a new provider unfamiliar with Sherwood’s specific legal, operational, and governance environment.

1. Governance & Meeting Support. The Governance and Meeting Support function requires a long-term relationship of knowledge and trust because the City Attorney services provider must advise in real time on City Council and Planning Commission procedures, executive sessions, work sessions, agenda packets, land use matters, and implementation issues

- Attend City Council and Planning Commission meetings, including executive sessions and work sessions. Effective performance depends on familiarity with Sherwood’s meeting cadence, governing practices, agenda development, staff reporting patterns, and prior Council and Commission actions.
 - City Council meetings are typically held on the first and third evenings of each month.
 - Planning Commission meetings are typically held on the second and fourth evenings of each month.
- Review City Council agenda packets and Planning Commission materials in advance of meetings.

- Provide practical and legal advice informed by institutional context during meetings on agenda items, procedures, land use matters, and other municipal issues.
- Provide follow-up legal guidance related to meeting actions, decisions, and implementation grounded in established institutional knowledge and trusted working relationships.

2. General Legal Counsel. The General Legal Counsel function is inherently ongoing and relationship-based.

- Provide timely legal advice and consultation to the City Council, City Manager, and City staff on a wide range of municipal matters understanding Sherwood's current operations, legal risk areas, policy priorities, and internal decision-making structure.
- Interpret and advise on federal, state, and local laws, including Oregon Revised Statutes and Oregon Administrative Rules (OARs).
- Assist with policy development and implementation to ensure legal compliance and best practices.
- Be available for routine and urgent legal inquiries as needed.

3. Land Use & Planning. Legal services related to Land Use and Planning require general land use knowledge and an understanding of Sherwood's historical growth and current goals.

- Provide legal advice and interpretation related to land use regulations, applications, and procedures demonstrating familiarity with Sherwood's code framework, growth issues, current planning matters, and the City's established hearing and decision-making practices.
- Support Planning Commission and City Council in quasi-judicial and legislative land use matters.
- Assist with land use decisions built on local history, local procedures, and ongoing coordination with City decision-makers, to ensure compliance with applicable laws and defensibility of decisions.

4. Contracts, Ordinances & Legislative Support. The legal services provider must understand Sherwood's practices and legal framework routinely draft, review, and negotiate a broad range of contracts, ordinances, resolutions, and other legislative documents.

- Implementing the City’s preferred contract terms, legislative templates, approval paths, and prior legal positions, draft, review, and negotiate contracts, including but not limited to:
 - Intergovernmental agreements (IGAs)
 - Public improvement and construction agreements
 - Development agreements
 - Right-of-way and franchise licenses (water, sewer, stormwater, streets, telecommunications)
- Prepare and/or review ordinances, resolutions, and other legislative documents informed by context.
- Ensure that all City ordinances and resolutions comply with applicable federal and state laws.

5. Litigation & Claims Management. Litigation and Claims Management require trusted, continuous legal oversight informed by knowledge of the City’s active matters, prior claims, internal stakeholders, and risk posture.

- Provide legal representation and counsel in litigation, administrative proceedings, and claims involving the City, as requested by the City Manager.
- Monitor, manage, and advise on all litigation affecting the City.
- Coordinate with and support outside counsel when retained, including counsel provided by insurance carriers.
- Represent the City’s interests in legal proceedings or oversee such representation when delegated.
- Provide legal support related to critical incidents involving City personnel, including police matters, when not otherwise covered by outside counsel.

6. Real Property & Public Infrastructure

- Provide legal services consistent with the City’s existing infrastructure priorities and risk-management approach related to:
 - Property acquisition and disposition

- Condemnation and eminent domain proceedings
- Easements and rights-of-way
- Public improvements and infrastructure projects
- Special assessments and public utilities
- Ensure legal compliance and risk mitigation in all property and infrastructure related transactions.

7. Municipal Court & Prosecution

- Perform prosecutorial functions for the City in the Sherwood Municipal Court, as needed, utilizing a familiarity with Sherwood’s municipal enforcement practices, personnel, and operating procedures.
- Coordinate with court staff and law enforcement regarding prosecution of violations and related legal matters.

8. Human Resources & Labor Law. Employment issues are sensitive, ongoing, and highly dependent on institutional context, requiring legal services building on established relationships of confidence, discretion, and knowledge of Sherwood’s particular operational realities.

- Provide legal advice related to employment and human resource matters, including:
 - Employment law compliance
 - Personnel policies and practices
 - Labor relations and collective bargaining agreements
- Support labor negotiations and strategy, with the understanding that the City may utilize specialized outside counsel for certain labor or employment matters.
- Coordinate with designated outside counsel (labor/employment specialists) as appropriate.

9. Risk Management & Compliance.

- Proactively identify, assess, and advise on legal risks associated with City

operations, contracts, land use, and regulatory compliance utilizing a familiarity with the City's existing policies, claims history, provider relationships, and operational risk areas.

- Work in coordination with the City's risk management providers to mitigate potential liabilities.
- Advise on and support the City's risk management, liability, and insurance related matters.
- Provide legal guidance regarding compliance with the Americans with Disabilities Act (ADA) and other accessibility requirements.

10. Urban Renewal District Support

- Provide legal services for the Sherwood Urban Renewal District, including advising on urban renewal plans, projects, and compliance requirements.
- Demonstrates a familiarity with the City's urban renewal plans, projects, and compliance obligations.

11. Public Records & Transparency

- Work closely with the City Recorder to review and respond to public records requests in compliance with Oregon Public Records Law.
- Provide guidance on records retention, confidentiality, and disclosure requirements with an understanding of Sherwood's request practices, records workflows, and the approach to balancing transparency with legal risk.

12. Coordination with Outside Counsel

- The City may retain outside legal counsel or specialists for certain matters, including but not limited to:
 - Land use hearings officer functions
 - Environmental law
 - Labor and employment law
 - Specialized litigation
- The City Attorney services provider shall work with the department head to

coordinate with such outside providers to ensure the legal strategy, communication, and risk management are consistent with Sherwood's priorities and active issues.

13. Service Levels, Responsiveness & Billing Expectations

A. Availability & Accessibility

- The primary City Attorney services provider (or City approved alternative) shall be reasonably available during normal business hours (Monday–Friday, 8:00 a.m. – 5:00 p.m., excluding holidays).
- The primary City Attorney services provider shall also be available for evening meetings (City Council, Planning Commission, and related meetings) and occasional weekend commitments, as needed.
- The City Attorney services provider shall designate a primary point of contact and at least one backup attorney familiar with City matters to ensure continuity of service.

B. Response Times

- Routine inquiries: Response within **one (1) business day**.
- Time-sensitive matters: Response within **4–8 business hours**, depending on urgency.
- Urgent or emergency matters (as identified by the City): **Same-day response**, with immediate availability when reasonably possible.
- Complex legal issues: Acknowledge receipt within one business day and provide an estimated timeline for full response or deliverable.

C. Proactive Communication

- Keep the City Manager, City Council and key staff informed of ongoing legal matters, risks, and deadlines.
- Provide updates on active litigation, negotiations, and high-risk issues at agreed upon intervals or as conditions change.
- Identify potential legal or regulatory issues early and recommend options for mitigation.

D. Billing Structure & Transparency

- Clearly define billing rates for attorneys, paralegals, and other staff, including any tiered rate structure.
- Identify any alternative fee structures, such as flat fees, retainers, or not-to-exceed amounts for specific services.
- Routine services (meeting attendance, general advice, and standard document review) should be clearly identified as included in base services if applicable.
- Itemized invoices shall be submitted **monthly**, detailing:
 - Date of service
 - Description of work performed
 - Time spent (in increments no greater than 0.1 hour)
 - Billing rate and total cost

E. Cost Control & Budgeting

- Notify the City Manager in advance when work on any matter is expected to exceed an agreed-upon budget or threshold.
- Seek authorization before initiating significant work outside the standard scope of services.
- Work collaboratively with the City to identify cost-effective legal strategies, including appropriate use of outside counsel or alternative approaches.

F. Use of Outside Counsel

- The City Attorney services provider shall not retain or assign outside counsel on behalf of the City without prior authorization from the City Manager.
- When outside counsel is engaged, the City Attorney services provider shall:
 - Assist with selection, if requested
 - Clearly define scope and expectations
 - Monitor performance and costs

- Serve as liaison to ensure alignment with City goals

G. Performance & Accountability

- Demonstrate high-quality, timely, and practical legal services that align with municipal best practices.
- Maintain organized records and documentation of legal work performed on behalf of the City.
- Participate in periodic performance reviews, as requested by the City, to evaluate service levels, responsiveness, and overall effectiveness.

EXHIBIT B – FEE SCHEDULE

- **Monthly Payment:** \$25,000 per month, payable on or before the 1st day of each month following the month services were rendered (or as otherwise mutually agreed).
- **Scope of Flat Fee:** The fee covers all services described in Exhibit A (including attendance at all regular Council, work sessions, executive sessions, and related meetings; general counsel; land use; contracts/ordinances; litigation management and coordination with outside counsel; real property/infrastructure; municipal court prosecution as needed; HR/labor (with coordination of specialized outside counsel); risk management; urban renewal; public records; and all other listed functions). There is no additional hourly billing or limit on the volume of reasonable work. This fee is shall not be deposited into a lawyer trust account.
- **Fee Stability:** Firm agrees to maintain the \$25,000 monthly flat fee for the entire initial two-year term, but is subject to adjustment upon mutual written agreement.
- **Invoices:** Monthly invoices may be summary in nature (confirming services rendered under the Scope) and need not include 0.1-hour time entries. The monthly synopsis satisfies detailed reporting requirements.
- **Alternative Fees / Outside Counsel:** Any work outside the Scope or requiring specialized outside counsel (land use hearings officer, complex environmental, certain labor negotiations, specialized litigation, etc.) shall be handled per Section 13.F of the Scope and the supplemental terms above.
- **Technology:** City expressly consents to and authorizes Firm’s use of artificial intelligence tools, large language models, and other technology-assisted drafting, research, and analysis tools in the performance of services under this Agreement. All AI use shall be subject to direct supervision by licensed Oregon attorneys, shall comply with the Oregon Rules of Professional Conduct, and shall incorporate appropriate safeguards to protect client confidences and data security. Client acknowledges that AI tools are used only as an aid and that final legal judgment rests with Firm’s licensed attorneys.
- At its own expense, Firm may retain staff to assist with legal work and administration.

EXHIBIT C—SUPPLEMENTAL TERMS AND CONDITIONS

1. **Term & Renewal.** Initial term: two (2) years from Effective Date. Following the initial term, the City shall have the sole option to extend this Agreement for one (1) year (“Extension Term”) upon written notice to Fir Law no less than four (4) months prior to the expiration of the initial term. The extension term shall be on the same terms and conditions effective at the time written notice was provided. Thereafter, the agreement may be renewed for additional terms at the sole discretion of the Sherwood City Council.
2. **Termination.**
 - Mutual written agreement at any time.
 - Either party may terminate for convenience upon four (4) months’ written notice.
 - Immediate or shortened notice termination is permitted for material breach after written notice and a good faith effort to solve issues between the parties. **Material breach** includes, without limitation: (a) material failure to perform duties consistent with the Scope and KPIs; (b) loss or suspension of necessary bar licenses or professional insurance; or (c) failure to pay undisputed fees when due.
 - If termination occurs without material breach, City shall continue payment during the notice period, whether or not the City elects to continue utilizing Firm for services.
 - This section supersedes Section 5 of the Standard Contract Provisions with respect to termination.
3. **Independent Judgment / Ethical Compliance.** Firm shall at all times exercise independent professional judgment as required by the Oregon Rules of Professional Conduct. Nothing in this Agreement shall be construed to interfere with Firm’s ethical obligations. Firm represents that it maintains professional liability insurance in accordance with Oregon State Bar requirements.
4. **Work Product & Confidentiality.** Consistent with the City’s standard Section 12, all work product is the property of the City, subject to attorney-client privilege, work-product doctrine, and ethical obligations. Firm is granted a perpetual, royalty-free license to use its work product for its own records and marketing (with client confidential information redacted).
5. **Conflict of Interest.** Firm has no current conflicts that would prevent it from undertaking this engagement. Firm will make reasonable efforts to refrain from accepting any legal work or clients resulting in conflicts with the City. Firm will maintain a conflict-checking system and will promptly disclose and address any future conflicts in accordance with ORPC 1.7 and 1.9.

MERGER / ENTIRE AGREEMENT. This Contract, including Exhibits A, B, and C, and the City’s standard provisions, constitutes the entire agreement. Any prior understandings are superseded. Amendments must be in writing and signed by both parties.

TO: Sherwood City Council
FROM: Rich Sattler, Public Works Director
Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney
SUBJECT: Resolution 2026-032, Adjusting Solid Waste and Recycling Collection Rates

Issue: Shall City Council adjust the solid waste and recycling collection rates?

Background: Solid waste and recycling collection services in Sherwood are provided by Pride Disposal, a private company pursuant to a franchise issued under Sherwood Municipal Code (SMC) Chapter 8.20. As set forth in SMC 8.20.80, the City Council sets the rates the franchise holder charges for those services. The current solid waste and recycling collection rates have been in effect since January 1, 2026. SMC 8.20.080 outlines the related factors and processes to be followed by City Council to adjust solid waste and recycling collection rates.

With updated 2025 financial information from Pride disposal, the City contracted with Bell and Associates to conduct a Rate Review and issue a report, which was completed in May 2026. The City has determined through the analysis of financial information from Pride Disposal that its reported rate of return for 2025 was 9.01%. Because the 2025 reported results were 9.01%, Section 8.20.080 E.4.a states the following:

If the rate of return for the franchisee is between eight (8) and twelve (12) percent, the proposed rate adjustment will be effective in the immediately following January 1st and will be indexed to the US Department of Labor, Bureau of Labor Statistics CPI-U Over-the-Year Percent Change Annual Average for Portland-Salem (the "Index). If the rate of return is greater than nine percent but less than eleven (11) percent, then the proposed rate adjustment will be equal to the Index.

The Over-the-Year Percent Change Annual Average was 2.67%; therefore, collection rates will be increased by 2.67% effective January 1, 2027.

Financial Impacts: With the proposed rate increase, there will be a minimal financial impact on the City budget as a result of this resolution's approval.

Recommendation: Staff respectfully recommends that the City Council hold a second public hearing and adopt Resolution 2026-032, Adjusting Solid Waste and Recycling Collection Rates.



RESOLUTION 2026-032

ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES

WHEREAS, the current solid waste and recycling rates have been in effect since January 1, 2026; and

WHEREAS, the Sherwood City Council sets rates for all solid waste collection services as set forth in Sherwood Municipal Code (SMC) 8.20.080; and

WHEREAS, SMC 8.20.60 provides for compensation to be paid by solid waste franchisees for the use of City streets in the form of solid waste franchise fees; and

WHEREAS, Pride Disposal, a franchisee for solid waste services in Sherwood, has submitted their 2025 annual report per SMC 8.20.080(F)(1); and

WHEREAS, the City has determined through an analysis of financial information from Pride Disposal that its reported rate of return for 2025 was 9.01%; and

WHEREAS, the City Manager has reviewed the Rate Review Report compiled by Bell & Associates and concurs with the recommendation to adjust solid waste and recycling collection rates in accordance with Section 8.20.080 E.4.a which states:

If the rate of return for the franchisee is between eight and twelve (12) percent, the proposed rate adjustment will be effective on the immediately following January 1 and will be indexed to the US Department of Labor, Bureau of Labor Statistics CPI-U Over-the-Year Percent Change Annual Average for All items in West urban, all urban consumers, not seasonally adjusted Index, Series ID CUUR400SA0. If the rate of return is greater than nine percent but less than eleven (11) percent, then the proposed rate adjustment will be equal to the Index; and

WHEREAS, the City has determined that the new solid waste and recycling collection rates should take effect on January 1, 2027.

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

Section 1. The Sherwood City Council hereby approves the proposed schedule of solid waste and recycling collection rates as contained in the attached Exhibit A.

Section 2. The adjusted solid waste and recycling collection rates will take effect on January 1, 2027.

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

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

City of Sherwood
 Rates Effective January 1, 2027

Roll Cart Collection Rates	1/1/2027	Service Fees	1/1/2027
One 20 gallon cart	35.08	Walk-in Fee	5.80
One 35 gallon cart	38.92	SNP	25.00
One 60 gallon cart	50.90	NSF	25.00
One 90 gallon cart	63.34	Go Back Fee	19.15
On-Cal Service	22.80	Special Services (per hr.)	112.00
Extra Can / 32 gal bag	8.62	Recycling Contamination Fee	30.00
Extra Bag (small)	4.68		
Yard Debris Only	9.09	-	
Second Yard Debris Cart	9.09	Extras - per collected yard	17.45
Yard Debris Extra	2.93	Extra with Clean Up *	30.00
Recycling Only	8.66	* Requires driver to pick up waste /recycling	

Commercial Food Waste

One 60 gallon cart	48.10
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Drop Box Rates

Service / Box Volume	1/1/2027	
10 Cubic Yards per Haul	166.00	Haul charge listed + actual disposal fee
20 Cubic Yards per Haul	166.00	Haul charge listed + actual disposal fee
30 Cubic Yards per Haul	166.00	Haul charge listed + actual disposal fee
40 Cubic Yards per Haul	166.00	Haul charge listed + actual disposal fee
Compactor per Haul	210.00	Haul charge listed + actual disposal fee
Delivery / Relocation (per box)	85.00	Per movement
Box Not Ready Trip Fee	28.00	Per occurrence

Open Top Box Rental

	1/1/2027
10 and 20 Cubic Yards	12.00
30 Cubic Yards	14.00
40 Cubic Yards	14.00
Box with a lid	
10 and 20 Cubic Yards	17.00
30 Cubic Yards	19.00
Mileage Charge ¹	4.20

1. Mileage Charges are assessed on the disposal leg of the haul mileage is greater than 5 miles from pick-up to the disposal site

Medical Waste Collection Rates

Service Component	1/1/2027 Rate	Note
On-site Pick-up Charge	50.00	
<u>Disposal</u>		
Disposal Cost per 17 or < Gal. Unit	19.92	
Disposal Cost per 23 Gal. Unit	26.90	
Disposal Cost per 23 Gal. Unit Pathological	113.96	
Disposal Cost per 23 Gal. Unit Pathological (10 or more)	108.83	
Disposal Cost per 31 Gal. Unit	36.29	
Disposal Cost per 31 Gal. Unit (10 or more per stop)	24.18	Unit rate when 10 or more units are collected
Disposal Cost per 43 Gal. Unit	50.31	
Disposal Cost per 43 Gal. Unit (10 or more per stop)	33.52	Unit rate when 10 or more units are collected
Pharmaceutical Waste per 5 gal	53.18	
Chemotherapy Waste Disposal	77.00	
Cardboard Bio Boxes (per 23/30 gallon per box)	8.73	

* The medical collection rate is the sum of the onsite pick-up fee plus the disposal cost per unit of waste. Customers typically have multiple containers, so the onsite pick-up cost is spread over containers.

City of Sherwood
Proposed Commercial Collection Rates
 Effective January 1, 2027

Container(s):	One	Two	Three	Four	Five	EOW
1 yard	150.94	285.09	414.92	544.81	674.9	
each additional	106.65	207.33	307.85	408.38	509.02	
1.5 yard	198.65	371.75	544.81	717.83	890.96	
each additional	150.31	294.03	437.70	581.36	725.1	
2 yard	242.32	458.51	674.69	890.87	1107.07	141.33
each additional	193.99	380.78	567.61	754.44	941.22	100.36
3 yard	329.48	631.97	934.38	1,236.76	1539.33	186.30
each additional	281.14	554.21	827.26	1,100.36	1373.46	141.54
4 yard	416.69	805.52	1,194.13	1,582.75	1971.61	227.52
each additional	369.03	727.76	1,087.02	1,446.30	1805.76	182.79
5 yard	503.86	978.82	1,453.80	1,928.77	2403.72	
each additional	455.55	901.09	1,346.67	1,792.30	2237.87	
6 yard	590.72	1,152.00	1,713.18	2,274.36	2835.65	309.83
each additional	542.39	1,074.24	1,606.05	2,137.92	2669.79	265.02
8 yard	766.25	1,499.96	2,233.72	2,967.41	3701.13	392.15
each additional	717.93	1,422.21	2,126.60	2,830.96	3535.25	348.03

Compacted Rates

1 yard compacted	334.41	631.08	917.98	1,204.82	1,491.95
2 yard compacted	534.79	1,010.77	1,486.68	1,962.60	2,437.71
3 yard compacted	725.62	1,390.57	2,055.18	2,719.88	3,383.70
4 yard compacted	916.50	1,770.45	2,623.82	3,477.20	4,329.71

Proposed Commercial Collection Rates

Heavy Container	One	Two	Three	Four	Five
1 yard	183.17	351.50	516.16		
each additional	n/a	n/a	n/a	n/a	n/a
1.5 yard	258.09	483.07	743.62	968.95	1,192.91
each additional	247.42	477.04	707.67	920.62	1,132.29
2 yard	342.11	666.73	976.65	1,272.31	1,565.02
each additional	326.10	626.84	910.65	1,184.07	1,455.29
3 yard	477.87	928.66	1,357.26	1,765.15	2,186.88
each additional	459.91	898.63	1,321.26	1,741.14	2,156.82
4 yard	613.27	1,191.73	1,767.14	2,314.65	2,846.75
each additional	597.21	1,175.73	1,743.13	2,298.46	2,824.86
5. yard	742.98	1,463.15	2,170.85	2,863.39	3,522.81
each additional	732.60	1,433.13	2,125.80	2,807.68	3,472.88
6 yard	862.32	1,697.98	2,521.90	3,325.49	4,121.67
each additional	850.10	1,674.04	2,485.83	3,266.24	4,045.79
8 yard	1,107.32	2,179.38	3,230.99	4,267.06	5,280.33
each additional	1,090.81	2,147.37	3,183.51	4,203.36	5,200.36

Other	Monthly Fee	On-Call Pick Up Charge:
Recycle+	\$2.62 Flat Fee	\$9.70 Each Pick Up

TO: Sherwood City Council

FROM: David Bodway, Finance Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: **Resolution 2026-045, Adopting a Schedule of Fees as authorized by the City Zoning and Community Development Code, establishing fees for Miscellaneous City Services and establishing an Effective Date**

Issue:

Should the City of Sherwood adopt a new fee schedule, effective July 1, 2026?

Background:

During the budget process, the City of Sherwood has annually reviewed all fees and updated, if necessary. The proposed fee changes fall into one of three categories.

- 2% increase as previously approved in Resolution 2017-008 (maximum amount allowed since CPI was 3.76%)
- 6.43% increase as previously approved in Resolution 2018-049 for SDC and TDT fees
- Miscellaneous other new fees and minor changes

The changes have been identified in Exhibit 1 to this staff report.

Below are descriptions of some of the miscellaneous other new fees and minor proposed changes to the fee schedule, effective July 1, 2026.

Section 1 General Services

- **Public Record Fees** – Updated to reflect current services provided.
- **Document Research** – Updated to reflect increases in lien search and NSF fees, clarification of notary fee charges

Section 2 Library

- **Non-resident card** – Updated to reflect increase.

Section 3 Police

- **Police Reports** – Clarification of cost.
- **Parking Violation Fees** – Increase in Method of parking

Section 5 Parks and Recreation

- **Athletic Field User Charges** – Updated schedule.
- **Field House** – Increase in Team Fees.
- **Field House** – Increase in Evening Rental Fees.

Section 5 Sherwood Center for the Arts

- **Single Production Rentals** – Addition of Stage Risers fee.
- **Multi-Day Production Rentals** – Addition of State Risers fee.

Section 6 Utility Charges

- **Commercial Rates** – Increase base and consumption rates.
- **Fire Protection Service** – Increase in fees for total valuation amounts.
- **Hydrant Rentals** – Increase fees for unauthorized hydrant use, use of non-approved tank, failure to report water usage, hydrant meter deposit, hydrant meter daily rental and consumption per 100 gallons.
- **Other Additional Charges** – Increase in fees for initial testing and water model for development.
- **Re-Inspection Fees** – Increase in inspections fees.
- **Broadband** – Addition of Rural Residential fee, additional router and Wi-Fi options, IQ suites and non-install fee, additional Small Business service tier.

Section 7 System Development Charges

- **Storm SDC** – Increase in fees collected on behalf of Clean Water Services.

Section 8 Engineering

- **Miscellaneous Fees** – Increase in fees for addressing, plans and specifications for capital projects, street trees, In-Lieu of, right-of-way, design and construction standards, as-built requests and reimbursement district formation. Addition of Reinspection Fee.
- **Grading and Erosion Control Fees** – Increase in Grading and Erosion Control schedules
- **Vacations (Public right-of-way and easements)** – Increase in minimum deposit

Section 9 Planning

- **Other Fees** – Removal of Detailed site analysis letter fee. Increase in chickens in residential zones, Land use compatibility Statement sign-off, modification to application in review, outdoor seating permit, postponement/continuance hearings, pre-application conference, home occupation review application and zone verification letter fees.
- **Trees** – Increase in fees for trees
- **Signage** – Increase in permanent and banner sign fees.
- **Temporary Uses** – Increase in fees
- **Time Extension to Approval** – Increase in minimum fees
- **Residential Design** – Increase in flat fees and other fees
- **Technology Fee** – Increase in minimum fee.

Section 10 Building

- **Building permits** – Increase in permit fees.
- **Community Development Fee** – Addition of community development fee and processing fee for plans exempted from plan review.
- **Plan Review Fees** – Increase in fire and life safety plan review fee.
- **Phased Permit Plan Review** – Increase in minimum fees.
- **Deferred Submittals** – Increase in minimum fees.
- **Mechanical Permits Residential** – Increase in fees
- **Mechanical Permits Commercial, Industrial and Multi Family** – Increase in fees.
- **Plumbing Permits** – Increase in plumbing and medical gas permit fees.
- **Residential Fire Suppression** – Increase in fees
- **Solar Photovoltaic System Installation** – Increase in fees.
- **Other Inspection Fees** – Increase in inspection fees.
- **Refunds** – Increase in permit and plan review refund amounts.
- **Certificate of Occupancy** – Increase in permit fees.
- **Technology Fee** – Presentation fee for technology fee.

Appendix A: Fees Charged on Behalf of Other Agencies

- **Clean Water Services**
 - **Sewer Utility Charges** – Increase to rate per EDU and CCF.

- **Sewer SDC** – Increase to connection charge.
- **Surface Water** - Increase to rate per EDU.
- **Sherwood School District**
 - **Residential CET** – Increase per square foot.
 - **Non-Residential CET** – Increase per square foot and maximum.

Financial Impacts:

The proposed fee increases have been included in the Biennial Year 2025-27 budget as approved by the Budget Committee. There are no additional financial impacts of this resolution.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-045, Adopting a Schedule of Fees as authorized by the city zoning and community development code, establishing fees for miscellaneous city services, and establishing an effective date.



Home of the Tualatin River National Wildlife Refuge

The City of Sherwood, Oregon Master Fees and Charges

Effective 07/01/2026

*** Rate increase from prior year 2.0% as per Resolution 2017-008**

SDC Rates Increase from prior year rate ENR +0.2%, CPI-W +3.03% per Resolution 2018-049

Blue: Change from prior year

**SECTION 1
GENERAL CHARGES FOR SERVICE**

A. Staff Rates

The following fees shall be charged for the services of City Staff.

For individuals listed on the salary schedule.

Fully loaded hourly rate applicable at time of service

B. Business License

Persons conducting business with the City of Sherwood and who are subject to being licensed under the provisions of sections 5.04 shall pay a business license fee.

Number of Employees

0-2	\$ 105.00	\$ 105.00
3-5	\$ 158.00	\$ 158.00
6-10	\$ 315.00	\$ 315.00
11-20	\$ 630.00	\$ 630.00
21-50	\$ 945.00	\$ 945.00
51 or more	\$ 1,418.00	\$ 1,418.00

10% discount for businesses located in city limits

Final employee counts that end in a partial FTE are rounded down

C. Liquor License

The Oregon Liquor Control Commission (OLCC) solicits the city's recommendation on applications for new, renewed, or changed liquor licenses. (ORS 471.164- 471.168)

Original application	\$ 100.00	\$ 100.00
Temporary license	\$ 35.00	\$ 35.00
Change in ownership, location, or privilege	\$ 75.00	\$ 75.00
Renewal of license	\$ 35.00	\$ 35.00

**SECTION 1
GENERAL CHARGES FOR SERVICE**

D. Franchise Fees, Privilege Taxes, and Other Associated Fees

Franchise Fees (as set by franchise agreements):

Cable and Broadband Services

Ziplay (formally Frontier)	5%	5%	of gross revenue
Ordinance No. 2007-008 Exp 10/31/22			

Cable and Broadband Services

Comcast	5%	5%	of gross revenue
Resolution No. 2000-857 Exp 9/5/26			

Natural Gas

Northwest Natural Gas	5%	5%	of gross revenue
Ordinance No. 2006-016			

Garbage / Solid Waste

Pride Disposal	5%	5%	of gross revenue
Ordinance No. 98-1049 Exp 11/1/29			

Privilege Taxes and Associated Fees:

Privilege tax payments shall be reduced by any franchise fee payments received by the City, but in no case will be less than \$0.00.

License application fee	\$ 50.00	\$ 50.00	
Telecommunications Utilities (as defined in ORS 759.005)	7%	7%	Privilege tax of gross revenues as defined in ORS 221.515
Utility Operators that provide service within the city (as defined in SMC 12.16.120.A.1) not listed above	5%	5%	Privilege tax of gross revenue
Utility Operators that do not provide service within the city (as defined in SMC 12.16.120.A.2)	\$ 2.90	\$ 2.90	Per lineal foot, maximum \$4,000, per year
Utility Operators limited to facilities mounted on structures in the Right of Way (as defined in SMC 12.16.120.A.3) other than small wireless facilities	\$ 5,000.00	\$ 5,000.00	per structure per year
Small Wireless Facility Fee	\$ 675.00	\$ 675.00	per facility per year

**SECTION 1
GENERAL CHARGES FOR SERVICE**

E. Public Records Fees

Copies of Finance documents

Budget	\$ 40.00	\$ 40.00	per copy
Comprehensive Annual Financial Report	\$ 25.00	\$ 25.00	per copy

Copies of planning documents

Comprehensive plan	\$ 25.00	\$ 25.00	per copy
Local wetland inventory	\$ 25.00		per copy
Master plans	\$ 25.00	\$ 25.00	per copy

Copies of Maps

8 ½ x 11 black and white	\$ 3.00	\$ 3.00	per copy
8 ½ x 11 color	\$ 5.00		per copy
11 x 17 black and white	\$ 6.00	\$ 6.00	per copy
Small size color 11 x17	\$ 10.00		per copy
Quarter section aerial	\$ 125.00		per copy
Full size color up to 36 x 48	\$ 25.00	\$ 25.00	per copy

General Service Copies

Copying	\$ 0.15	\$ 0.15	per single side
Copying	\$ 0.25	\$ 0.25	per double side
24 x 36 large format p Plotter black and white or color	\$ 4.00	\$ 4.00	per sheet
USB Drive (up to 16GB)	\$ 10.00	\$ 10.00	

~~Audio and video copies~~

~~(City Council meeting recordings can be viewed onsite at no charge — contact City Recorder’s office)~~

Audio	\$ 25.00		each
Video	\$ 25.00		each
Data disk	\$ 25.00		each

Document Research

Staff time billed in 15 minute increments (see Staff Rates)
 Consultant/contractor time billed at actual cost
 Plus the cost of copying

Faxing	\$ 2.00	\$ 2.00	plus \$1 per page
Lien search fee	\$ 10.00	\$ 30.00	per lot
NSF check charges	\$ 25.00	\$ 35.00	per occurrence
Notary fee	\$ 10.00	\$ 10.00	per notary signature
Credit Card Technology Fee	3%	3%	per transaction

SECTION 2
LIBRARY

A. Library General Fees

No fees for overdue materials within Washington County Cooperative Library Services

	based on extent	
Damaged/lost material		
Non-resident card	\$ 140.00	\$ 195.00 annually
Printing, black & white	\$ 0.10	\$ 0.10 per page (after 25 pgs.)
Printing, color	\$ 0.50	\$ 0.50 per page
Copying, black & white (self-service)	\$ 0.10	\$ 0.10 per page (after 25 pgs.)
Copying, color (self-service)	\$ 0.50	\$ 0.50 per side
3D printing (limits and restrictions may apply)	\$ 1.00	\$ 1.00 per print job
USB Drive	\$ 10.00	\$ 10.00 each

**SECTION 3
POLICE**

A. Police Reports

Staff Hourly Rate estimate/quote provided prior to completion.

Copies of report	\$ 20.00	\$ 20.00	Per Report
Police Video	Staff hourly r: Fully loaded hourly rate applicable at time of service		

B. Vehicle Impound Fee

Whereas, state law and Sherwood municipal code chapters 8.04 and 10.08 authorize police officers to impound vehicles under specific circumstances.

Police impounded vehicle fees	\$ 125.00	\$ 125.00	per vehicle
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C. Parking Violation Fees

Abandoned vehicle	\$ 50.00	\$ 50.00	
Stored vehicle	\$ 50.00	\$ 50.00	
Hazardous vehicle	\$ 250.00	\$ 250.00	
Prohibited display	\$ 50.00	\$ 50.00	
Parking time limit	\$ 50.00	\$ 50.00	
No parking zone	\$ 100.00	\$ 100.00	
Parking restriction on certain types of vehicles	\$ 100.00	\$ 100.00	
Method of parking	\$ 50.00	\$ 50.00	
Long-term violation per SMC 10.08.090(A)(2)	\$ 250.00	\$ 250.00	
Long-term violation per SMC 10.08.090(A)(3)	\$ 500.00	\$ 500.00	
Long-term violation per SMC 10.08.090(A)(4)	\$ 500.00	\$ 500.00	
Reoccurring offenses per SMC 10.08.090(B)	\$ 500.00	\$ 500.00	

D. Miscellaneous Police Fees

Fingerprinting*	\$ 29.18	\$29.76	per card
Records/Background checks*	\$ 17.50	\$17.85	per request

* Indicates fees that are subject to Resolution 2017-008 - Providing Automatic Annual Inflation-Based Adjustments.

SECTION 4
MUNICIPAL COURT

A. Court Fees

Failure to appear – arraignments	\$	50.00	\$	50.00
Failure to appear – trials	\$	150.00	\$	150.00
Failure to comply or pay a fine	\$	100.00	\$	100.00
Turned over to collection agency <i>(Not to exceed \$250)</i>		25%	25%	of the amount owed
Payment plan installment fee - greater than 30 days	\$	25.00	\$	25.00
Vehicle compliance program – administrative fee	\$	40.00	\$	40.00
Seatbelt Diversion Program	\$	40.00	\$	40.00
Traffic School Diversion Programs				
• Class A Violation	\$	315.00	\$	315.00
• Class B Violation	\$	185.00	\$	185.00
• Class C Violation	\$	110.00	\$	110.00
• Class D Violation	\$	75.00	\$	75.00
Non-Sufficient Fund Check Fees	\$	25.00	\$	25.00

B. Fines set by the State of Oregon

Presumptive Fines

• Class A Violation	\$	440.00	\$	440.00
• Class B Violation	\$	265.00	\$	265.00
• Class C Violation	\$	165.00	\$	165.00
• Class D Violation	\$	115.00	\$	115.00

Special Zones – Construction and School Zones

• Class A Violation	\$	875.00	\$	875.00
• Class B Violation	\$	525.00	\$	525.00
• Class C Violation	\$	325.00	\$	325.00
• Class D Violation	\$	250.00	\$	250.00
Speeding 100 mph or greater	\$	1,150.00	\$	1,150.00
Helmet Violations	\$	25.00	\$	25.00

C. Dog Fees

Animal noise disturbance	\$	250.00	\$	250.00
Animal waste on public or another’s private property	\$	250.00	\$	250.00

**SECTION 5
PARKS AND RECREATION**

A. Athletic Field User Charges

Non-peak hours=8am to 3pm, Peak hours=3pm to dark

Artificial Turf At Snyder Park

	<u>Non-Peak</u>	<u>Peak</u>	<u>Non-Peak</u>	<u>Peak</u>	
Commercial/for-profit-Resident	\$ 65.00	\$ 85.00			per-hour
Commercial/for-profit-Non-resident	\$ 75.00	\$ 100.00			per-hour
Non-profit-Resident	\$ 60.00	\$ 70.00			per-hour
Non-profit-Non-Resident	\$ 70.00	\$ 80.00			per-hour
Private reservation-Resident	\$ 65.00	\$ 75.00			per-hour
Private reservation-Non-Resident	\$ 80.00	\$ 100.00			per-hour
Heavy User (More than 10 hours/week, both resident and non resident)			\$ 75.00		per hour
Resident (Less than 10 hours/week)			\$ 80.00		per hour
Non-Resident (Less than 10 hours/week)			\$ 100.00		per hour
Light Fee	\$ 25.00	\$ 25.00	\$ 25.00		per hour

B. Other Parks Charges

Sherwood Veterans Park

	<u>Commemorative Bricks</u>	<u>Commemorative Bricks</u>
Camp/Tournament	\$ 125.00	\$ 125.00

Robin Hood Plaza

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>	
Non-Profit Fee	\$ 120.00	\$ 160.00	\$ 120.00	\$ 160.00	per day
For-Profit Fee	\$ 180.00	\$ 240.00	\$ 180.00	\$ 240.00	per day

C. Picnic Shelters

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>	
Rentals at Pioneer Park, Murdock Park, and Woodhaven Park	\$ 50.00	\$ 80.00	\$ 50.00	\$ 80.00	4 hours
	\$ 100.00	\$ 150.00	\$ 100.00	\$ 150.00	per day
Rentals at Snyder Park and Stella Olsen Park	\$ 60.00	\$ 90.00	\$ 60.00	\$ 90.00	4 hours
	\$ 120.00	\$ 160.00	\$ 120.00	\$ 160.00	per day

D. Amphitheater Rental

*security
deposit may*

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>	
Amphitheater Rental	\$ 75.00	\$ 100.00	\$ 75.00	\$ 100.00	4 hours
	\$ 150.00	\$ 200.00	\$ 150.00	\$ 200.00	per day

When reserving the Amphitheater you must also reserve the picnic shelter

**SECTION 5
PARKS AND RECREATION**

E. Community Garden

4' x 8' raised bed	\$ 30.00	\$ 30.00
10' x20' plot	\$ 45.00	\$ 45.00
20' x 20' plot	\$ 65.00	\$ 65.00

F. Field House

Team Fees

Adult team	\$ 750.00	\$ 800.00	plus a \$50 late fee if not paid by the due date
Youth team	\$ 750.00	\$ 800.00	plus a \$25 late fee if not paid by the due date

Player Cards

Adult player cards	\$ 15.00	\$ 15.00
Youth player cards	\$ 10.00	\$ 10.00

Rental Fees

Day time fees (7 a.m. – 3 p.m.)	\$ 50.00	\$ 50.00	per hour
Evening fees (3 p.m. – midnight)	\$ 80.00	\$ 100.00	per hour

Open Play Fees

Adult open play fees	\$ 7.00	\$ 7.00	per person
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Concessions and Merchandise

Varies Varies

G. Special Events

Permit Fees

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>	
Non-Profit Fee	\$ 75.00	\$ 125.00	\$ 75.00	\$ 125.00	
For-Profit Fee	\$ 150.00	\$ 200.00	\$ 150.00	\$ 200.00	
Police Services	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	hour/per officer

Street Closure for Special Event

Non-Profit Fee	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	per day per block
For-Profit Fee	\$ 175.00	\$ 200.00	\$ 175.00	\$ 200.00	per day per block

Street Closure for Festival (more than four blocks)

Non-Profit Fee	\$ 400.00	\$ 425.00	\$ 400.00	\$ 425.00	per day
For-Profit Fee	\$ 450.00	\$ 475.00	\$ 450.00	\$ 475.00	per day
Small productions (no street closures, staging, city services, or park closures)		\$ 250.00		\$ 250.00	per day
Large production (requires street closure, city services, staging, etc.)		\$ 1,000.00		\$ 1,000.00	per day

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

H. Standard Facility Rentals

A fully refundable deposit in the amount of \$200 will be required for all Standard Facility Rentals and must be submitted with a signed contract to secure the facility rental. For rentals under \$200 in total fees, a deposit of \$50 must be submitted with a signed contract to secure the facility rental.

Main Hall

Includes use of dressing room, lobby, and all seating & tables. Linens are not provided.

Non-peak hours=weekdays 9-3

	<u>Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Partial day (4 hours or less)	\$ 910.00	\$ 770.00	\$ 910.00	\$ 770.00
Full day (up to 8 hours)	\$ 1,690.00	\$ 1,430.00	\$ 1,690.00	\$ 1,430.00
Extended day (up to 16 hours)	\$ 3,120.00	\$ 2,640.00	\$ 3,120.00	\$ 2,640.00

20% Non-Profit Discount

Partial day (4 hours or less)	\$ 728.00	\$ 616.00	\$ 728.00	\$ 616.00
Full day (up to 8 hours)	\$ 1,352.00	\$ 1,144.00	\$ 1,352.00	\$ 1,144.00
Extended day (up to 16 hours)	\$ 2,496.00	\$ 2,112.00	\$ 2,496.00	\$ 2,112.00

Includes use of dressing room, lobby, and all seating & tables. Linens are not provided.

Non-peak hours=weekdays 9-3

	<u>Non-Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Partial day (4 hours or less)	\$ 975.00	\$ 825.00	\$ 975.00	\$ 825.00
Full day (up to 8 hours)	\$ 1,820.00	\$ 1,540.00	\$ 1,820.00	\$ 1,540.00
Extended day (up to 16 hours)	\$ 3,380.00	\$ 2,860.00	\$ 3,380.00	\$ 2,860.00

20% Non-Profit Discount

Partial day (4 hours or less)	\$ 780.00	\$ 660.00	\$ 780.00	\$ 660.00
Full day (up to 8 hours)	\$ 1,456.00	\$ 1,232.00	\$ 1,456.00	\$ 1,232.00
Extended day (up to 16 hours)	\$ 2,704.00	\$ 2,288.00	\$ 2,704.00	\$ 2,288.00

Equipment & Additional Services

All fees are one-time charges based on usage as listed

Chairs	Included	Included
Tables	Included	Included
Theatre Seating	Included	Included
Stage Riser	\$ 250.00	\$ 250.00
Pipe and Drape System	\$ 225.00	\$ 225.00
Kitchen	\$ 100.00	\$ 100.00
Piano	\$ 100.00	\$ 100.00
Carnival Games (charged per game, per day of use)	\$ 35.00 each	\$ 35.00 each
Basic Av (sounds & lights controlled from stage, mic, screen, projector, and podium)	\$ 75.00	\$ 75.00
Advanced Tech (sound and lights controlled from booth; multiple mics, monitors, light cues)	\$ 150.00	\$ 150.00
<i>Renters are required to have an approved technician if using Advanced AV. Technician must be approved by SCA Manager.</i>		
Lift (Must provide operator certification)	\$ 300.00	\$ 300.00
Classroom(s) added to Main Hall rental	\$ 75.00 each partial day	\$ 75.00 each partial day
	\$ 145.00 each full day+	\$ 145.00 each full day+
Extra Facility Monitor**	\$ 35.00 per hour	\$ 35.00 per hour
AV Technician (if provided by SCA. Must arrange in advance with SCA Manager)	\$ 40.00 per hour	\$ 40.00 per hour

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

I. Standard Facility Rentals (continued)

Classroom

Includes use of classroom furniture and whiteboard. Can accommodate 25 in chair rows or 16 at tables.

	<u>Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Meeting (2 hours or less)	\$ 104.00	\$ 88.00	\$ 104.00	\$ 88.00
Partial day (up to 4 hours)	\$ 195.00	\$ 165.00	\$ 195.00	\$ 165.00
Full day (up to 10 hours)	\$ 455.00	\$ 385.00	\$ 455.00	\$ 385.00
 <i>20% Non-Profit Discount</i>				
Meeting (2 hours or less)	\$ 83.00	\$ 70.00	\$ 83.00	\$ 70.00
Partial day (up to 4 hours)	\$ 156.00	\$ 132.00	\$ 156.00	\$ 132.00
Full day (up to 10 hours)	\$ 364.00	\$ 308.00	\$ 364.00	\$ 308.00
 <u>Non-Resident</u>				
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Meeting (2 hours or less)	\$ 117.00	\$ 99.00	\$ 117.00	\$ 99.00
Partial day (up to 4 hours)	\$ 221.00	\$ 187.00	\$ 221.00	\$ 187.00
Full day (up to 10 hours)	\$ 507.00	\$ 429.00	\$ 507.00	\$ 429.00
 <i>20% Non-Profit Discount</i>				
Meeting (2 hours or less)	\$ 101.00	\$ 79.00	\$ 101.00	\$ 79.00
Partial day (up to 4 hours)	\$ 177.00	\$ 150.00	\$ 177.00	\$ 150.00
Full day (up to 10 hours)	\$ 405.00	\$ 343.00	\$ 405.00	\$ 343.00

Equipment & Additional Services

All fees are one time charges based on usage as listed

Chairs	Included	Included
Tables	Included	Included
Kitchen	\$ 100.00	\$ 100.00
Portable Projector	\$ 35.00	\$ 35.00
Supplemental cleaning fee if confetti, petals, fake snow, bubbles, or any scattered decorative objects are used:	\$ 200.00	\$ 200.00

J. Single Production Rentals

A fully refundable deposit in the amount of \$200 will be required for all Single Day Production Rentals and must be submitted with a signed contract to secure the facility rental. Rates are for public presentations occurring on a SINGLE DAY, the main focus of which is theatrical, dance, musical, and/or otherwise artistic in nature.

All Production Rentals must provide their own technical crew, approved by SCA Manager. Technician referrals are available on request.

Absolutely no glitter is allowed in the Main Hall, including glittered hair products/hairspray.

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
Partial day (5 hours or less)	\$ 563.00	\$ 675.00	\$ 563.00	\$ 675.00
Full day (up to 10 hours)	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00
Extended day (up to 16 hours)	\$ 1,000.00	\$ 1,200.00	\$ 1,000.00	\$ 1,200.00

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

K. Single Production Rentals (continued)

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
20% Non-Profit Discount				
Partial day (5 hours or less)	\$ 450.00	\$ 540.00	\$ 450.00	\$ 540.00
Full day (up to 10 hours)	\$ 600.00	\$ 720.00	\$ 600.00	\$ 720.00
Extended day (up to 16 hours)	\$ 800.00	\$ 960.00	\$ 800.00	\$ 960.00

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
Non-Performance Days (may not be used on Fridays after 3pm or on Saturdays)				
Partial day (5 hours or less)	\$ 375.00	\$ 450.00	\$ 375.00	\$ 450.00
Full day (up to 10 hours)	\$ 563.00	\$ 675.00	\$ 563.00	\$ 675.00
Extended day (up to 16 hours)	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
20% Non-Profit Discount				
Partial day (5 hours or less)	\$ 300.00	\$ 360.00	\$ 300.00	\$ 360.00
Full day (up to 10 hours)	\$ 450.00	\$ 540.00	\$ 450.00	\$ 540.00
Extended day (up to 16 hours)	\$ 600.00	\$ 720.00	\$ 600.00	\$ 720.00

Amenities and Equipment fees

All fees are one time charges based on usage as listed

Dressing Room	Included	Included		
Lobby	Included	Included		
Theatre seating up to 400 capacity	Included	Included		
Basic AV	Included	Included		
Tech usage fee (lights and sound)	\$ 150.00	per day	\$ 150.00	per day
Classroom(s) (as additional dressing room)	\$ 30.00	per day	\$ 30.00	per day
Stage Risers			\$ 200.00	per production
Lift (Must provide operator certification)	\$ 300.00	per production	\$ 300.00	per production

	<u>Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Dressing Room/Green Room only (per hour)	\$ 85.00	\$ 75.00	\$ 85.00	\$ 75.00
Lobby only (per hour)	\$ 85.00	\$ 75.00	\$ 85.00	\$ 75.00

	<u>Non-Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Dressing Room/Green Room only (per hour)	\$ 102.00	\$ 90.00	\$ 102.00	\$ 90.00
Lobby only (per hour)	\$ 102.00	\$ 90.00	\$ 102.00	\$ 90.00

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

L. Multi-Day Production Rentals

A fully refundable deposit in the amount of \$500 will be required for all Multi-Day Production Rentals and must be submitted with a signed contract to secure the facility rental. Rates are for public presentations occurring on MORE THAN ONE DAY (multiple performances in one day do not qualify), the main focus of which is theatrical, dance, musical, and/or otherwise artistic in nature. Rentals will include up to-20 hours of rehearsal and prep time. Performances are given priority; rehearsals scheduled for Fridays and Saturdays after 3pm will pay Performance Day rate.

All Production Rentals must provide their own technical crew approved by SCA Manager. Technician referrals are available on request.

Absolutely no glitter is allowed in the Main Hall, including glittered hair products/hairspray.

	<u>Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
<u>Performance Days</u>				
Partial day (5 hours or less)	\$ 500.00	\$ 440.00	\$ 500.00	\$ 440.00
Full day (up to 10 hours)	\$ 750.00	\$ 660.00	\$ 750.00	\$ 660.00
Extended day (up to 16 hours)	\$ 1,000.00	\$ 880.00	\$ 1,000.00	\$ 880.00
<u>20% Non-Profit Discount</u>				
Partial day (5 hours or less)	\$ 400.00	\$ 352.00	\$ 400.00	\$ 352.00
Full day (up to 10 hours)	\$ 600.00	\$ 528.00	\$ 600.00	\$ 528.00
Extended day (up to 16 hours)	\$ 800.00	\$ 704.00	\$ 800.00	\$ 704.00
<u>Additional Rehearsal Days</u>				
<u>Non-Performance Days</u>				
Partial day (5 hours or less)	\$ 375.00	\$ 330.00	\$ 375.00	\$ 330.00
Full day (up to 10 hours)	\$ 562.00	\$ 495.00	\$ 562.00	\$ 495.00
Extended day (up to 16 hours)	\$ 750.00	\$ 660.00	\$ 750.00	\$ 660.00
<u>20% Non-Profit Discount</u>				
Partial day (5 hours or less)	\$ 300.00	\$ 264.00	\$ 300.00	\$ 264.00
Full day (up to 10 hours)	\$ 450.00	\$ 396.00	\$ 450.00	\$ 396.00
Extended day (up to 16 hours)	\$ 600.00	\$ 528.00	\$ 600.00	\$ 528.00

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

L. Multi-Day Production Rentals (continued)

	<u>Non-Resident</u>			
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Performance Days				
Partial day (5 hours or less)	\$ 600.00	\$ 528.00	\$ 600.00	\$ 528.00
Full day (up to 10 hours)	\$ 900.00	\$ 792.00	\$ 900.00	\$ 792.00
Extended day (up to 16 hours)	\$ 1,200.00	\$ 1,056.00	\$ 1,200.00	\$ 1,056.00
20% Non-Profit Discount				
Partial day (5 hours or less)	\$ 480.00	\$ 422.00	\$ 480.00	\$ 422.00
Full day (up to 10 hours)	\$ 720.00	\$ 634.00	\$ 720.00	\$ 634.00
Extended day (up to 16 hours)	\$ 960.00	\$ 845.00	\$ 960.00	\$ 845.00
Additional Rehearsal Days				
Non-Performance Days				
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Partial day (5 hours or less)	\$ 450.00	\$ 396.00	\$ 450.00	\$ 396.00
Full day (up to 10 hours)	\$ 675.00	\$ 594.00	\$ 675.00	\$ 594.00
Extended day (up to 16 hours)	\$ 900.00	\$ 792.00	\$ 900.00	\$ 792.00
20% Non-Profit Discount				
	<u>Peak</u>	<u>Non-peak</u>	<u>Peak</u>	<u>Non-peak</u>
Partial day (5 hours or less)	\$ 360.00	\$ 317.00	\$ 360.00	\$ 317.00
Full day (up to 10 hours)	\$ 540.00	\$ 475.00	\$ 540.00	\$ 475.00
Extended day (up to 16 hours)	\$ 720.00	\$ 633.00	\$ 720.00	\$ 633.00
Amenities and Equipment fees				
<i>All fees are one time charges based on usage as listed</i>				
Dressing Room	Included		Included	
Lobby	Included		Included	
Theatre seating up to 400 capacity	Included		Included	
Basic AV	\$ 75.00		\$ 75.00	
Tech booth usage fee (lights and sound)	\$ 150.00	per day	\$ 150.00	per day
Classroom(s) (as additional dressing room)	\$ 30.00	per day	\$ 30.00	per day
Stage Risers			\$ 200.00	per production
Lift (Must provide operator certification)	\$ 300.00	per production	\$ 300.00	per production

N. Discounts

The Arts Center Manager, in consultation with the City Manager, is authorized to offer discounted rates when it is determined it is in the best interest of the Arts Center.

**SECTION 5
MARJORIE STEWART SENIOR CENTER**

O. Marjorie Stewart Center

A fully refundable deposit will be required for facility rentals and must be submitted to secure the facility rental.
Events may require Facility Monitors \$25/hr. as determined by Manager.

Hourly Facility Rentals

	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
Dining Room (2 hr. minimum)	\$ 92.00	\$ 106.00	\$ 92.00	\$ 106.00 per hour
Dining Room Classroom, each	\$ 60.00	\$ 70.00	\$ 60.00	\$ 70.00 per hour
Large Classroom	\$ 60.00	\$ 70.00	\$ 60.00	\$ 70.00 per hour
Small Classroom	\$ 38.00	\$ 44.00	\$ 38.00	\$ 44.00 per hour
Lounge	\$ 38.00	\$ 44.00	\$ 38.00	\$ 44.00 per hour
Kitchen-Catering (2 hr. minimum)	\$ 38.00	\$ 44.00	\$ 38.00	\$ 44.00 per hour
Full Kitchen with Dining Room (2 hr. minimum)	\$ 146.00	\$ 168.00	\$ 146.00	\$ 168.00 per hour
Full Kitchen – Commercial	\$ 81.00	\$ 93.00	\$ 81.00	\$ 93.00 per hour
Entire Building****not including kitchen	\$ 178.00	\$ 205.00	\$ 178.00	\$ 205.00 per hour

20% Non-profit discount for hourly rentals

Monthly Facility Rentals

All monthly rentals are for a 4-hour block

Once a week

	<u>Non-Profit</u>	<u>For Profit</u>	<u>Non-Profit</u>	<u>For Profit</u>
Dining Room	\$ 187.00	\$ 324.00	\$ 187.00	\$ 324.00
Large Classroom	\$ 124.00	\$ 216.00	\$ 124.00	\$ 216.00
Small Classroom	\$ 94.00	\$ 162.00	\$ 94.00	\$ 162.00
Lounge	\$ 94.00	\$ 162.00	\$ 94.00	\$ 162.00
Entire building****		\$ 540.00		\$ 540.00
Commercial Kitchen				

Twice A Month

	<u>Non-Profit</u>	<u>For Profit</u>	<u>Non-Profit</u>	<u>For Profit</u>
Dining Room	\$ 94.00	\$ 162.00	\$ 94.00	\$ 162.00
Large Classroom	\$ 62.00	\$ 108.00	\$ 62.00	\$ 108.00
Small Classroom	\$ 46.00	\$ 81.00	\$ 46.00	\$ 81.00
Lounge	\$ 46.00	\$ 81.00	\$ 46.00	\$ 81.00
Entire building****		\$ 270.00		\$ 270.00 DnRm+LgCR
Commercial Kitchen		\$ 324.00		\$ 324.00

* Suggested donation

** Up to 4 hours per visit. Not to exceed 52 visits per year

*** Up to 4 hours per visit. Not to exceed 24 visits per year

**** Excluding full kitchen rental.

**SECTION 5
MARJORIE STEWART SENIOR CENTER**

O. Marjorie Stewart Center (Continued)

Refundable Cleaning & Security Deposit

Dining Room & Kitchen	\$ 500.00	\$ 500.00
Lounge, Large Classroom, Small Classroom	\$ 100.00	\$ 100.00
Key Deposit	\$ 75.00	\$ 75.00

Monthly Ongoing Rental Storage

Ongoing rental space is subject to manager approval.

Storage for ongoing rentals is subject to availability and manager approval

Classroom Cupboard	\$ 60.00	\$ 60.00
DnRm/LgCR Closet	\$ 120.00	\$ 120.00
Pearl Rm/1/4 Lg Closet	\$ 220.00	\$ 220.00

Program Fees

Lunch Program - Adults 62 and older *	\$ 6.00	\$ 6.00 per meal
Lunch Program – Under age 62 *	\$ 10.00	\$ 10.00 per meal
Non-resident membership fee	\$ 35.00	\$ 35.00 per year
Facility Monitor	\$ 25.00	\$ 25.00 per hour

Sherwood Senior Shuttle

Curb to curb transport within the City of Sherwood	\$ 1.00	\$ 1.00 per stop
Curb to curb transport outside of City of Sherwood Within 20 miles of Sherwood City Center.	\$ 5.00	\$ 5.00 per stop
Curb to curb transport within Sherwood to/from MSSCC	Free	Free

* Suggested donation

** Up to 4 hours per visit. Not to exceed 52 visits per year

*** Up to 4 hours per visit. Not to exceed 24 visits per year

**** Excluding full kitchen rental.

**SECTION 6
UTILITY CHARGES FOR SERVICE**

Water Utility Rates

RESIDENTIAL, MULTI-FAMILY, AND COMMERCIAL WATER SERVICE

A **residential customer** is defined as a customer whose meter service serves only one-single family dwelling unit. All dwelling units served by individual meters shall be charged the residential rate for service. For example, the residential rate shall apply where separate water meters provide service to each side of the duplex.

Multi-family customers are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments. are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments.

Commercial customers are defined as customers whose meter is for any use other than residential and Multi-family. Some examples of commercial uses include, but are not limited to: schools, hospitals, restaurants, and service stations.

A. Residential and Multi-Family Rates*

Customer Class Meter Size	Base Charge (\$/Month)	Consumption Rate (\$/100 gallons)		Base Charge (\$/Month)	Consumption Rate (\$/100 gallons)	
		First 21,000	Over 21,000		First 21,000	Over 21,000
5/8 - 3/4"	\$ 23.76	\$ 0.64	\$ 1.03	\$ 24.24	\$ 0.66	\$ 1.05
3/4"	\$ 26.82	\$ 0.64	\$ 1.03	\$ 27.35	\$ 0.66	\$ 1.05
1"	\$ 29.37	\$ 0.64	\$ 1.03	\$ 29.96	\$ 0.66	\$ 1.05
1-1/2"	\$ 52.21	\$ 0.64	\$ 1.03	\$ 53.26	\$ 0.66	\$ 1.05
2"	\$ 75.93	\$ 0.64	\$ 1.03	\$ 77.45	\$ 0.66	\$ 1.05
3"	\$ 152.77	\$ 0.64	\$ 1.03	\$ 155.83	\$ 0.66	\$ 1.05
4"	\$ 258.90	\$ 0.64	\$ 1.03	\$ 264.07	\$ 0.66	\$ 1.05
6"	\$ 541.81	\$ 0.64	\$ 1.03	\$ 552.65	\$ 0.66	\$ 1.05
8"	\$ 1,002.89	\$ 0.64	\$ 1.03	\$ 1,022.95	\$ 0.66	\$ 1.05
10"	\$ 1,448.28	\$ 0.64	\$ 1.03	\$ 1,477.24	\$ 0.66	\$ 1.05

**SECTION 6
UTILITY CHARGES FOR SERVICE**

B. Commercial Rates

Customer Class Meter Size	Rate (\$/100 gallons)			Rate (\$/100 gallons)		
	Base Charge (\$/Month)	First 21,000	Over 21,000	Base Charge (\$/Month)	First 21,000	Over 21,000
5/8 - 3/4"	\$ 25.79	\$ 0.75	\$ 0.75	\$ 26.57	\$ 0.78	\$ 0.78
¾"	\$ 29.10	\$ 0.75	\$ 0.75	\$ 29.97	\$ 0.78	\$ 0.78
1"	\$ 31.89	\$ 0.75	\$ 0.75	\$ 32.85	\$ 0.78	\$ 0.78
1-1/2"	\$ 56.68	\$ 0.75	\$ 0.75	\$ 58.38	\$ 0.78	\$ 0.78
2"	\$ 82.40	\$ 0.75	\$ 0.75	\$ 84.87	\$ 0.78	\$ 0.78
3"	\$ 165.80	\$ 0.75	\$ 0.75	\$ 170.77	\$ 0.78	\$ 0.78
4"	\$ 283.29	\$ 0.75	\$ 0.75	\$ 291.79	\$ 0.78	\$ 0.78
6"	\$ 588.06	\$ 0.75	\$ 0.75	\$ 605.70	\$ 0.78	\$ 0.78
8"	\$ 1,088.47	\$ 0.75	\$ 0.75	\$ 1,121.12	\$ 0.78	\$ 0.78
10"	\$ 1,571.83	\$ 0.75	\$ 0.75	\$ 1,618.98	\$ 0.78	\$ 0.78
Irrigation		\$ 1.08	\$ 1.08		\$ 1.11	\$ 1.11

C. Fire Protection Service

The following fees shall be charged for all applicable connections for automatic fire sprinklers, and fire hydrants service for private fire protection:

Customer Class Meter Size	Base Charge	Base Charge
4" and under	\$ 36.61	\$ 37.71
6"	\$ 61.17	\$ 63.01
8"	\$ 86.86	\$ 89.46
10"	\$ 119.48	\$ 123.06
Water service connection in ROW	Actual time and materials	

**SECTION 6
UTILITY CHARGES FOR SERVICE**

D. Hydrant Rentals

Fire hydrant permits - mandatory for fire hydrant use

Three month permit (plus water usage at current rate)*	\$ 65.47	\$ 66.78
Six month permit (plus water usage at current rate)*	\$ 95.24	\$ 97.14
Twelve month permit (plus water usage at current rate)*	\$ 154.74	\$ 157.83
Penalty for unauthorized hydrant use	\$ 546.53	\$ 562.93
Penalty for using non-approved (un-inspected tank)	\$ 1,038.39	\$ 1,069.54
Failure to report water usage (per day for period not reported)	\$ 16.39	\$ 16.88
Hydrant meter - refundable deposit	\$ 1,719.13	\$ 1,770.71
Hydrant meter – daily rental (plus water usage at current rate)	\$ 22.22	\$ 22.89
Hydrant meter read – monthly reads*	\$ 59.53	\$ 60.72
Hydrant meter setup – Initial setup of meter on hydrant*	\$ 59.53	\$ 60.72
Flow testing of fire hydrants*	\$ 190.46	\$ 194.27
Consumption (\$/100 gallons)	\$ 1.08	\$ 1.11

E. Account Activation and De-Activation

Water Service on or off at customer's request

Deposit for a NEW application of service for all tenant accounts & previous customers sent to collections	\$ 132.65	\$ 135.30
New account fee*	\$ 17.85	\$ 18.21
First call – during office hours, Monday-Friday, except snowbird turnoffs	No Charge	No Charge
Activation after office hours and weekends*	\$ 71.42	\$ 72.85
Leaks or emergencies beyond customer control anytime	No Charge	No Charge
Second call*	\$ 35.71	\$ 36.42
Non-leak or emergency turn offs after office hours or weekends*	\$ 59.53	\$ 60.72
All snowbird/vacant turn offs*	\$ 30.10	\$ 30.70

Water Service off and on for non-payment/non-compliance

Turn on water during office hours, Monday through Friday*	\$ 71.42	\$ 72.85
After hours or weekends, an additional*	\$ 119.03	\$ 121.41
Meter tampering and/or using water without authority*	\$ 71.42	\$ 72.85
Broken promise turn off*	\$ 71.42	\$ 72.85
Door hangers (per door hanger)*	\$ 11.90	\$ 12.14

* Indicates fees that are subject to Resolution 2017-008 - Providing Automatic Annual Inflation-Based Adjustments.

**SECTION 6
UTILITY CHARGES FOR SERVICE**

F. Additional Charges, If Necessary, To Enforce		
Removal of meter*	\$ 95.25	\$ 97.16
Reinstallation of meter	No Charge	No Charge
Installation or removal of locking device-first occurrence*	\$ 59.54	\$ 60.73
Installation or removal of locking device-second occurrence*	\$ 89.28	\$ 91.06
Installation or removal of locking device-third occurrence *	\$ 178.56	\$ 182.13
Repair of breakage/damage to locking mechanism (curb stops, etc.)	Parts and Labor	Parts and Labor
Service off water at main or reinstating service	Parts and Labor	Parts and Labor
G. Other Additional Charges		
Decreasing or increasing size of meter	Parts and Labor	Parts and Labor
Removal of meter during construction	\$ 150.00	\$ 150.00
Loss of meter (replacement cost)	\$230-\$710	\$230-\$710
Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice.	\$ 119.03	\$ 121.41
Backflow assembly test/repair (Contract services)	Parts and Labor	Parts and Labor
Damage or Repair to Water Utility	Actual time and material	Actual time and material
Water Model for Development (Developments of 20 plus lots, development of industrial or commercial higher elevation developments and/or as determined necessary by Public Works)	\$ 2,040.00	\$ 2,080.80
H. Testing Water Meters at Customer/Owner's Request		
Testing on premises (5/8"x 3/4", 3/4", 1")*	\$ 95.25	\$ 97.16
Removal of meter for testing (5/8"x 3/4", 1")*	\$ 297.61	\$ 303.56
Testing of meters larger than 1"	Parts and Labor	Parts and Labor

**SECTION 6
UTILITY CHARGES FOR SERVICE**

I. Backflow Prevention Device Test Fee

Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice. (Service on and off for non-compliance of annual testing and reporting, see Account Activation/De-Activation.)*

	\$	119.03		\$	121.41
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J. Water Service/Meter Installation Services*

Drop-In Service: An existing condition where developers of a residential subdivision or commercial complex has installed water service to each serviceable and buildable lot in accordance with City specifications.

Dig-In Service: Condition where the City or its contractor must physically tap into a mainline to extend water service to the property. Meter installation over 2" will be installed at a time and materials rate by city staff or city authorized contractors.

<u>Meter Size</u>	<u>Drop-In Service</u>	<u>Dig-In Service</u>	<u>Drop-In Service</u>	<u>Dig-In Service</u>
5/8" – 3/4"	\$ 428.55	\$ 2,493.90	\$ 437.12	\$ 2,543.78
3/4"	\$ 428.55	\$ 2,493.90	\$ 437.12	\$ 2,543.78
1"	\$ 868.99	\$ 2,934.35	\$ 886.37	\$ 2,993.04
1.5"	\$ 2,199.80	\$ 5,094.93	\$ 2,243.80	\$ 5,196.83
2"	\$ 3,630.75	\$ 6,547.25	\$ 3,703.36	\$ 6,678.20
3"	\$ 7,261.47	n/a	\$ 7,406.70	n/a
4"	\$ 9,439.93	n/a	\$ 9,628.73	n/a

K. Un-Authorized Water Hook Up*

Un-authorized water hook up	\$	158.56		\$	161.73
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L. Re-Inspection Fees (Sanitary, Street, Storm, Water, and Broadband)

Sanitary Sewer Interceptor Program – FOG

Includes Maintenance Bonds

First re-inspection	\$	54.65		\$	56.29
Re-inspection fee after the first	\$	109.30		\$	112.58
All subsequent re-inspection fees	\$	163.95		\$	168.87

M. Usage of Meter Key

Deposit refundable with key return	\$	25.00		\$	25.00
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**SECTION 6
UTILITY CHARGES FOR SERVICE**

N. Water Use Restriction - Penalties*

First notice of violation	\$ 117.17	\$ 119.51
Second notice of violation	\$ 356.28	\$ 363.41
Third notice of violation	\$ 597.55	\$ 609.50

O. Sanitary Rates - Residential

See appendix A for fees collected on behalf of CWS

Sherwood sewer utility user base rate per EDU *	\$ 6.19	\$ 6.31
Sherwood sewer utility usage rate per CCF*	\$ 0.38	\$ 0.39
Damage or Repair to Sewer Utility	Actual time and material	Actual time and material
Illegal Discharge to Sewer Utility	Actual time and material	Actual time and material

O.1 Sanitary Rates - Commercial

See appendix A for fees collected on behalf of CWS

Sherwood sewer utility user base rate per EDU *	\$ 7.34	\$ 7.71
Sherwood sewer utility usage rate per CCF*	\$ 0.45	\$ 0.47
Damage or Repair to Sewer Utility	Actual time and material	Actual time and material
Illegal Discharge to Sewer Utility	Actual time and material	Actual time and material

P. Storm Rates

See appendix A for fees collected on behalf of CWS

Sherwood storm water utility user rate per ESU*	\$ 16.19	\$ 16.51
Damage or Repair to Storm Utility	Actual time and material	

Q. Street Fees

	Street <u>Maintenance</u>	Street <u>Light</u>	Sidewalk <u>Repair</u>	Safe/New <u>Sidewalks</u>	Street <u>Maintenance</u>	Street <u>Light</u>	Sidewalk <u>Repair</u>	Safe/New <u>Sidewalks</u>
Single family residential *	\$ 2.38	\$ 2.76	\$ 0.61	\$ 0.82	\$ 2.42	\$ 2.82	\$ 0.62	\$ 0.83
Monthly per Account								
Multi Family *	\$ 2.38	\$ 2.76	\$ 0.61	\$ 0.82	\$ 2.42	\$ 2.82	\$ 0.62	\$ 0.83
Monthly per EDU								
Non – residential/Commercial *	\$ 2.38	\$ 0.78	\$ 0.20		\$ 2.42	\$ 0.79	\$ 0.21	N/A
Monthly per ESU								

**SECTION 6
UTILITY CHARGES FOR SERVICE**

R. Broadband

	<u>Monthly Rate</u>	<u>Monthly Rate</u>
<u>Residential - Standard Rates</u>		
Residential Internet - 100mb	\$ 30.00	\$ 30.00
Residential Internet - 250mb <i>Surfer</i>	\$ 40.00	\$ 40.00
Residential Internet - 1gb <i>Streamer</i>	\$ 60.00	\$ 60.00
Residential Internet - 2gb with Wi-Fi Pro Enthusiast	\$ 80.00	\$ 80.00
Residential Internet - 5gb with Wi-Fi <u>33</u> Pro <i>Gamer</i>	\$ 100.00	\$ 100.00
Rural Residential - Added to standard rates		\$ 20.00
<u>Misc Rates and Fees</u>		
Wi-Fi <u>33</u> Pro Add-on	\$ 15.00	\$ 15.00
Router Rental	\$ 10.00	\$ 10.00
Additional Mesh for WiFi-Pro		\$ 10.00
Premium Router		\$ 10.00
Outdoor WiFi		\$ 15.00
IQ Suites		\$5 ea or \$7 for two
Non-Install Fee		\$ 100.00 one time fee
<u>Business</u>		
Small Business -250mb	\$ 99.00	\$ 99.00
Small Business - 500mb	\$ 175.00	\$ 175.00
Small Business - 1gb	\$ 250.00	\$ 250.00
Small Business - 5gb with WiFi-Pro		\$ 400.00
Government Internet - 1gb	\$ 250.00	\$ 250.00
Government Point to Point - 1gb	\$ 250.00	\$ 250.00
IP Addresses	\$ 10.00	\$ 10.00
Damage or Repair to Broadband Utility	Actual time and material	Actual time and material

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

Rate increases for System Development Charges (SDC) determined calculations set by Resolution 2018-49

A. Water SDC

<u>Meter Size</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Administrative Charge Per Meter</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Administrative Charge Per Meter</u>
5/8-3/4"	\$ 2,869.36	\$ 7,409.66	\$ 125.84	\$ 2,875.10	\$ 7,424.48	\$ 129.65
3/4"	\$ 4,303.45	\$ 11,115.66	\$ 188.20	\$ 4,312.05	\$ 11,137.90	\$ 193.91
1"	\$ 7,172.80	\$ 18,525.32	\$ 314.05	\$ 7,187.15	\$ 18,562.37	\$ 323.56
1-1/2"	\$ 14,344.43	\$ 37,050.64	\$ 628.09	\$ 14,373.12	\$ 37,124.74	\$ 647.12
2"	\$ 22,951.32	\$ 59,281.97	\$ 1,004.50	\$ 22,997.22	\$ 59,400.53	\$ 1,034.94
3"	\$ 50,206.08	\$ 129,678.42	\$ 2,197.20	\$ 50,306.49	\$ 129,937.78	\$ 2,263.78
4"	\$ 86,067.74	\$ 222,306.21	\$ 3,766.32	\$ 86,239.87	\$ 222,750.82	\$ 3,880.44
6"	\$ 179,307.10	\$ 463,137.73	\$ 7,846.68	\$ 179,665.71	\$ 464,064.01	\$ 8,084.44
8"	\$ 258,203.21	\$ 666,918.62	\$ 11,298.96	\$ 258,719.62	\$ 668,252.46	\$ 11,641.32
Exception: There is no System Development Charge (reimbursement of improvement fee) to upgrade from 5/8" – 3/4" to a 3/4" or 1" when the sole purpose is a residential fire sprinkler system.						
Fire flow sprinkler buildings only		\$ 3,669.81			\$3,743.21	

B. Sewer SDC

UGB Minus Brookman and Tonquin Employment Area

<u>Use Type</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Flow Count</u>
Single family residence	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	1 EDU
Two family residence (duplex)	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	1 EDU
Manufactured home/ single lot	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	1 EDU
Manufactured home parks	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Multi-family residential	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Commercial	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Industrial	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Institutional uses	\$ 1,004.35	\$ 53.64	\$ 1,006.35	\$ 53.75	based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

B. Sewer SDC (continued)

Brookman Area

<u>Use Type</u>	<u>Reimbursement</u>		<u>Improvement</u>		<u>Reimbursement</u>		<u>Improvement</u>		<u>Flow Count</u>
	<u>Charge</u>		<u>Charge</u>		<u>Charge</u>		<u>Charge</u>		
Single family residence	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		1 EDU
Two family residence (duplex)	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		1 EDU
Manufactured home/ single lot	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		1 EDU
Manufactured home parks	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		based on Engineer estimate
Multi-family residential	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		based on Engineer estimate
Commercial	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		based on Engineer estimate
Industrial	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		based on Engineer estimate
Institutional uses	\$ 1,324.93	\$	1,118.24		\$ 1,327.58	\$	1,120.47		based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

Tonquin Employment Area

<u>Use Type</u>	<u>Reimbursement</u>		<u>Improvement</u>		<u>Reimbursement</u>		<u>Improvement</u>		<u>Flow Count</u>
	<u>Charge</u>		<u>Charge</u>		<u>Charge</u>		<u>Charge</u>		
Single family residence	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		1 EDU
Two family residence (duplex)	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		1 EDU
Manufactured home/ single lot	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		1 EDU
Manufactured home parks	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		based on Engineer estimate
Multi-family residential	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		based on Engineer estimate
Commercial	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		based on Engineer estimate
Industrial	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		based on Engineer estimate
Institutional uses	\$ 978.76	\$	1,099.73		\$ 980.72	\$	1,101.93		based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

C. Storm SDC

Clean Water Services Storm SDC

	<u>Regional Storm Drainage Improvement Charge</u>	<u>Regional Storm Drainage Improvement Charge</u>
Water quantity per ESU (SDC set by CWS)	\$ 380.05	\$ 390.50
Water quality per ESU (SDC set by CWS)	\$ 310.95	\$ 319.50
Total Storm Water SDC	\$ 691.00	\$ 710.00

One equivalent service unit (ESU) equals 2,640 square feet.

City of Sherwood Storm SDC:

	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Administrative Charge Per Meter</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Administrative Charge Per Meter</u>
Per ESU	\$ 240.38	\$ 1,439.98	\$40.09	\$ 240.86	\$ 1,442.86	\$ 41.30

One equivalent service unit (ESU) equals 2,640 square feet.

D. Parks SDC

Parks and Recreation

	<u>Improvement Rate</u>	<u>Improvement Rate</u>
Single family dwelling	\$ 17,672.17	\$ 17,707.51
Multi-family dwelling	\$ 10,970.73	\$ 10,992.67
Manufactured home	\$ 11,338.38	\$ 11,361.06
Accessory Dwelling Unit	\$ 6,185.31	\$ 6,197.68
Non – residential	\$ 675.22	\$ 676.57
Filing fee to challenge expenditures of Parks SDC's	\$ 54.67	\$ 55.76

(Refundable if challenge is successful)

see SMC 15.20.110 for SDC challenges and appeals procedures and filing fee

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC

Washington County Transportation Development Tax (TDT)

Reference Washington County for fees - <http://www.co.washington.or.us/>

City of Sherwood Street SDC:

The following charges are calculated by multiplying trip generation by the following:

Residential Transportation SDC

	<u>Code</u>	<u>Fee</u>		<u>Code</u>	<u>Fee</u>	<u>Type</u>
Single Family – detached	210	\$ 2,306.11		210	\$ 2,316.27	dwelling unit
Accessory Dwelling Unit (Detached)	212	\$ 2,306.11		212	\$ 2,316.27	dwelling unit
Accessory Dwelling Unit (Attached)	214	\$ 1,196.28		214	\$ 1,201.55	dwelling unit
Apartment	220	\$ 1,586.17		220	\$ 1,593.16	dwelling unit
Residential Condominium/Townhouse	230	\$ 1,379.66		230	\$ 1,385.73	dwelling unit
Mobile Home Park	240	\$ 1,196.05		240	\$ 1,201.33	dwelling unit
Assisted Living	254	\$ 625.29		254	\$ 628.04	bed
Continuing Care Retirement	255	\$ 557.87		255	\$ 560.33	unit
Recreation Home	260	\$ 758.69		260	\$ 762.02	dwelling unit
	<u>Code</u>	<u>Fee</u>		<u>Code</u>	<u>Fee</u>	<u>Type</u>
<u>Recreational Transportation SDC</u>						
City Park	411	\$ 1,495.85		411	\$ 1,502.42	acre
Regional Park	417	\$ 1,217.59		417	\$ 1,222.96	acre
Multipurpose Recreation/Arcade	435	\$ 8,732.63		435	\$ 8,771.04	thousand sq ft gross floor area
Movie Theater w/o Matinee	443	\$ 62,387.49		443	\$ 62,661.96	screen
Movie Theater w/Matinee	444	\$ 94,425.21		444	\$ 94,840.63	screen
Amusement/Theme Park	480	\$ 25,443.44		480	\$ 25,555.39	acre
Soccer Complex	488	\$ 17,403.53		488	\$ 17,480.11	field
Racquet/Tennis Club	491	\$ 8,699.64		491	\$ 8,737.91	court
Health/Fitness Club	492	\$ 7,397.41		492	\$ 7,429.95	thousand square ft gross floor area
Recreation/Community Center	495	\$ 6,686.04		495	\$ 6,715.46	thousand square ft gross floor area

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC (continued)

<u>Institutional/Medical Transportation SDC</u>	<u>Code</u>	<u>Fee</u>	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Elementary School (Public)	520	\$ 186.41	520	\$ 187.25	student
Middle/Junior High School (Public)	522	\$ 233.73	522	\$ 234.78	student
High School (Public)	530	\$ 246.71	530	\$ 247.78	student
Private School (K – 12)	536	\$ 355.69	536	\$ 357.24	Student
Junior/Community College	540	\$ 5,224.62	540	\$ 5,247.62	thousand square ft gross floor area
University/College	550	\$ 417.34	550	\$ 419.18	student
Church	560	\$ 3,225.43	560	\$ 3,239.62	thousand square ft gross floor area
Day Care Center/Preschool	565	\$ 261.04	565	\$ 262.18	student
Library	590	\$ 12,310.87	590	\$ 12,365.02	thousand square ft gross floor area
Hospital	610	\$ 2,789.43	610	\$ 2,801.71	bed
Nursing Home	620	\$ 635.30	620	\$ 638.11	bed
Clinic	630	\$ 6,792.22	630	\$ 6,822.09	thousand square ft gross floor area
<u>Commercial/Services SDC</u>	<u>Code</u>	<u>Fee</u>	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Hotel	310	\$ 1,916.07	310	\$ 1,924.49	Room
Motel	320	\$ 1,373.90	320	\$ 1,379.96	Room
Building Materials/Lumber Store	812	\$ 10,522.43	812	\$ 10,568.73	thousand square ft gross floor area
Free-Standing Discount Superstore	813	\$ 9,383.71	813	\$ 9,425.00	thousand square ft gross floor area
Variety Store	814	\$ 7,459.07	814	\$ 7,491.89	thousand square ft gross floor area
Free-Standing Discount Store	815	\$ 6,883.98	815	\$ 6,914.26	thousand square ft gross floor area
Hardware/Paint Store	816	\$ 6,321.78	816	\$ 6,349.60	thousand square ft gross floor area
<u>Commercial/Services SDC (continued)</u>	<u>Code</u>	<u>Fee</u>	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Nursery (Garden Center)	817	\$ 20,215.94	817	\$ 20,304.88	thousand square ft gross floor area
Shopping Center	820	\$ 5,045.42	820	\$ 5,067.60	thousand sq ft gross leasable area
Factory Outlet	823	\$ 6,974.30	823	\$ 7,005.00	thousand square ft gross floor area
Specialty Retail Center	826	\$ 9,901.46	826	\$ 9,945.02	thousand square ft gross floor area
New Car Sales	841	\$ 7,140.69	841	\$ 7,172.11	thousand square ft gross floor area
Automobile Parts Sales	843	\$ 6,645.92	843	\$ 6,675.15	thousand square ft gross floor area
Tire Store	848	\$ 4,167.65	848	\$ 4,186.00	thousand square ft gross floor area
Tire Superstore	849	\$ 3,347.30	849	\$ 3,362.04	thousand square ft gross floor area
Supermarket	850	\$ 11,550.73	850	\$ 11,601.55	thousand square ft gross floor area
Convenience Market (24 Hour)	851	\$ 60,214.70	851	\$ 60,479.62	thousand square ft gross floor area
Convenience Market w/Fuel Pump	853	\$ 34,966.32	853	\$ 35,120.14	vehicle fueling position
Discount Club	861	\$ 10,331.69	861	\$ 10,377.15	thousand square ft gross floor area
Home Improvement Superstore	862	\$ 4,081.66	862	\$ 4,099.60	thousand square ft gross floor area
Electronics Superstore	863	\$ 10,988.54	863	\$ 11,036.89	thousand square ft gross floor area

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC (continued)

Pharmacy/Drugstore w/o Drive-Up	880	\$	9,301.95	880	\$	9,342.89	thousand square ft gross floor area
Pharmacy/Drugstore w/Drive-Up	881	\$	8,985.02	881	\$	9,024.55	thousand square ft gross floor area
Furniture Store	890	\$	446.01	890	\$	447.98	thousand square ft gross floor area
Bank/Savings w/Drive-Up	912	\$	8,183.33	912	\$	8,219.33	thousand square ft gross floor area
Quality Restaurant	931	\$	9,128.43	931	\$	9,168.60	thousand square ft gross floor area
High Turnover (Sit Down) Restaurant	932	\$	12,829.98	932	\$	12,886.44	thousand square ft gross floor area
Fast Food Restaurant w/o Drive-Up	933	\$	25,031.87	933	\$	25,141.99	thousand square ft gross floor area
Fast Food Restaurant w/Drive-Up	934	\$	53,448.35	934	\$	53,683.49	thousand square ft gross floor area
Drinking Place/Bar	936	\$	37,790.18	936	\$	37,956.43	thousand square ft gross floor area
Coffee/Donut Shop w/Drive-Up	937	\$	81,772.99	937	\$	82,132.77	thousand square ft gross floor area
Coffee/Kiosk	938	\$	74,656.72	938	\$	74,985.17	thousand square ft gross floor area
Quick Lubrication Vehicle Shop	941	\$	12,662.23	941	\$	12,717.93	service stall
Automobile Care Center	942	\$	7,586.70	942	\$	7,620.09	thousand sq ft gross leasable area
Gasoline/Service Station	944	\$	14,393.25	944	\$	14,456.57	vehicle fueling position
Gasoline/Service Station w/Convenience Market	945	\$	5,075.52	945	\$	5,097.84	vehicle fueling position
Gasoline/Service Station w/Convenience Market and Car Wash	946	\$	8,907.59	946	\$	8,946.77	vehicle fueling position

Office SDC

	<u>Code</u>		<u>Fee</u>	<u>Code</u>	<u>Fee</u>	<u>Type</u>	
General Office Building	710	\$	2,043.71	710	\$	2,052.69	thousand square ft gross floor area
Corporate Headquarters Building	714	\$	1,946.18	714	\$	1,954.73	thousand square ft gross floor area
Single Tenant Office Building	715	\$	2,842.52	715	\$	2,855.02	thousand square ft gross floor area
Medical/Dental Office Building	720	\$	6,663.14	720	\$	6,692.44	thousand square ft gross floor area
Government Office Building	730	\$	16,816.99	730	\$	16,890.97	thousand square ft gross floor area
State Motor Vehicles Department	731	\$	29,496.43	731	\$	29,626.19	thousand square ft gross floor area
Us Post Office	732	\$	21,555.49	732	\$	21,650.30	thousand square ft gross floor area
Office Park	750	\$	2,073.82	750	\$	2,082.93	thousand square ft gross floor area
Research And Development Center	760	\$	1,518.75	760	\$	1,525.44	thousand square ft gross floor area
Business Park	770	\$	2,301.87	770	\$	2,311.98	thousand square ft gross floor area

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC (continued)

<u>Port/Industrial</u>	<u>Code</u>	<u>Fee</u>		<u>Code</u>	<u>Fee</u>	<u>Type</u>
Truck Terminals	30	\$	15,252.28	30	\$ 15,319.40	acre
Park And Ride Lot w/Bus Service	90	\$	1,098.52	90	\$ 1,103.38	parking space
Light Rail Transit Station w/Parking	93	\$	612.40	93	\$ 615.09	parking space
General Light Industrial	110	\$	1,285.02	110	\$ 1,290.67	thousand square ft gross floor area
General Heavy Industrial	120	\$	365.69	120	\$ 367.31	thousand square ft gross floor area
Industrial Park	130	\$	1,302.23	130	\$ 1,307.95	thousand square ft gross floor area
Manufacturing	140	\$	738.60	140	\$ 741.84	thousand square ft gross floor area
Warehouse	150	\$	691.27	150	\$ 694.31	thousand square ft gross floor area
Mini-Warehouse	151	\$	579.41	151	\$ 581.96	thousand square ft gross floor area
Data Center	160	\$	242.38	160	\$ 243.44	thousand square ft gross floor area
Utilities (Private)	170	\$	1,854.34	170	\$ 1,862.51	thousand square ft gross floor area

**SECTION 8
ENGINEERING CHARGES FOR SERVICE**

A. Public Improvement Plans, Reviews, and Inspections (Subdivisions, Site Plans, Partitions)

Plan Review – 4% of Construction Cost for public infrastructure and non-proprietary on-site storm water treatment and detention systems (Fees due at plan review submittal. Fee based on engineer’s construction cost estimate. If estimate changes during the course of review, any balance or credit due will be payable at the time of the Compliance Agreement) includes review of the following:

- Water
- Street
- Grading
- Sewer
- Erosion Control
- Storm (on-site detention and non-proprietary treatment systems)
- Broadband

Inspections – 5% of Construction Costs for public infrastructure and non-proprietary on-site storm water treatment and detention system (Fees payable at the time the Compliance Agreement is signed). Includes inspection of the following for which permits were obtained:

- Water
- Street
- Grading
- Sewer
- Erosion Control
- Storm (on-site detention and non-proprietary treatment systems)
- Broadband

B. No Public Improvement; Subdivision Plan Reviews and Inspections

Plan Review Fee	Time and Mat	Time and Materials
Inspection Fee	Time and Mat	Time and Materials
Television Line Service Review	Time and Mat	Time and Materials

**SECTION 8
ENGINEERING CHARGES FOR SERVICE**

C. Miscellaneous Fees

Addressing Fees			
Single - five (5) digit address	\$ 72.87	\$ 74.33	lot
0 to 10 - Suite Numbers	\$ 27.60	\$ 28.15	per suite
11 to 20 -Suite Numbers	\$ 281.54	\$ 281.50	plus \$15 per suite
21 and up Suite Numbers	\$ 450.46	\$ 434.50	plus \$10 per suite
Plans and Specifications for capital projects			varies by project - see photocopying fee schedule
Traffic and street signs (Includes post, sign, hardware, and labor to install)*	\$ 297.61	\$303.56	per sign
Street Trees	\$ 216.49	\$ 220.82	per tree
Pre-submittal Consultation (consultation of projects prior to the submittal of a land use application, requiring more than 2 hours of staff time or on-call consultant services) <i>(Applicant pays 100% of actual expenses including staff time, if an application is submitted these fees will be credited against the plan review fees)</i>	\$ 520.20	\$ 530.60	Deposit
In-Lieu of Fee – Fiber Optic Conduit Installation	\$ 48.71	\$ 49.68	per linear ft
In-Lieu of Fee – Vault Placement	\$ 757.70	\$ 772.85	per vault
Right of Way Permit Fees			
ROW Small Wireless Facility Permit	\$ 920.07	\$ 938.47	per facility
ROW Construction Permit (for other than small wireless facilities)	\$ 165.61	\$ 168.92	per permit
Inspection fee	\$ 165.61	\$ 168.92	or 4% of project estimate, whichever is greater
ROW Use Permit	\$ 27.06	\$ 27.60	
Design and construction standards	\$ 54.12	\$ 55.20	on paper
Design and construction standards	\$ 27.06	\$ 27.60	per CD
As-Built Requests	\$ 27.06	\$ 27.60	per subdivision
As-Built Requests electronic media	\$ 27.06	\$ 27.60	per cd
Reimbursement District formation (applicant pays 100% of actual costs including staff time)	\$ 520.20	\$ 530.60	deposit
Reinspection Fee (same as Building Department reinspection fee) *3rd+ inspection of same issue		\$ 101.97	per request

**SECTION 8
ENGINEERING CHARGES FOR SERVICE**

D. Grading and Erosion Control Fees

Grading Fees - Non Single Family Residential

Cubic yards			
0 to 100	\$ 74.29	\$ 75.78	minimum fee
101 to 1,000	\$ 74.29	\$ 75.78	first 100 yards plus additional fee below
	\$ 11.44	\$ 11.67	for each additional 100 yards or fraction thereof
1,001 to 10,000	\$ 177.25	\$ 180.80	minimum fee
	\$ 15.92	\$ 16.24	first 100 yards plus additional fee below
10,001 to 100,000	\$ 320.53	\$ 326.94	for each additional 100 yards or fraction thereof
	\$ 79.59	\$ 81.18	minimum fee
100,001 +	\$ 1,036.84	\$ 1,057.58	first 100 yards plus additional fee below
	\$ 38.74	\$ 39.51	for each additional 100 yards or fraction thereof
Grading plan review fee	85%	85%	of the grading permit fee

Erosion Control Fees - Non-Single Family Residential

Erosion Control Inspection Fee	Based on Total Area		
0 to 1 Acre	\$ 244.08	\$ 248.96	
1 Acre and up	\$ 244.08	\$ 248.96	minimum fee
	\$ 52.00	\$ 53.04	per acre or fraction thereof over 1 acre
Erosion Control Plan Review Fee	65%	65%	of the erosion control inspection fee

Grading and Erosion Control Fees - Single Family Residential

Single Family Residential	Plan Check		
>1000 feet disturbance, existing development	\$ 74.29	\$ 75.78	
New development	\$ 74.29	\$ 75.78	
Single Family Residential	Inspection		
>1000 feet disturbance, existing development	\$ 111.42	\$ 113.65	
New development	\$ 313.06	\$ 319.32	

E. Vacations (Public right-of-way and easements)

Deposit plus staff time (See Section 1)		
<i>(Applicant pays 100% of actual expenses including staff time)</i>	\$ 4,244.83	\$ 4,329.73

**SECTION 9
PLANNING**

A. Annexations

Applicant pays 100% of actual expenses including staff time. \$ 7,500.00 \$ 7,500.00 Deposit
 Any balance owing is due within 30 days from the final annexation invoice date.

B. Appeals

Type I or II actions (ORS 227.175) 10 (b)	\$ 250.00	\$ 250.00	
Type III or IV actions	50%	50%	of original fee(s)
Expedited and middle housing Land Division	\$ 300.00	\$ 300.00	

C. Conditional Use Permit

Conditional use permit without concurrent type III or IV application*	\$ 4,933.85	\$ 5,032.52	
Conditional use permit with concurrent type III or IV application*	\$ 2,466.34	\$ 2,515.66	

D. Land Divisions / Adjustments

Lot line adjustment*	\$ 884.60	\$ 902.29	
Minor land partition*	\$ 2,320.04	\$ 2,366.44	
Expedited and middle housing minor partition (added to the cost of the partition application)*	\$ 654.95	\$ 668.04	
Final plat processing (minor land partition)*	\$ 654.95	\$ 668.04	
Subdivision*	\$ 7,407.23	\$ 7,555.37	Flat fee+add'l lot fee
	\$ 23.34	\$ 23.80	per lot
Expedited and middle housing subdivision (Added to the cost of the subdivision application)*	\$ 2,624.52	\$ 2,677.01	
Final plat processing (Subdivision)*	\$ 1,312.27	\$ 1,338.51	

E. Other Fees

Chickens in residential zones	\$ 55.00	\$ 58.00	
Consultant as needed	actual costs	actual costs	
Community Development Code Plan Check (payable at time of building permit submittal)			
Residential permits*	\$ 125.37	\$ 127.87	
ADUs Accessory Dwelling Units*	\$ 125.37	\$ 127.87	
Commercial, Industrial, Multi-Family Permits*	\$ 787.35	\$ 803.09	
(Final Site Plan Review fee, if a final site plan review is not required this fee is not charged)			
Design review team consultations/recommendations			staff time (see staff time (see section 1))
Detailed site analysis letter*	\$ 179.26		
Interpretive decisions by the Director*	\$ 392.50	\$ 400.35	
Land Use Compatibility Statement (LUCS) sign-off	\$ 50.00	\$ 300.00	
Medical Marijuana Facility Special Use Permit*	\$ 321.63	\$ 328.06	plus notification fee

**SECTION 9
PLANNING**

E. Other Fees (continued)

Other Fees - Continued

Non-conforming use modification*	\$ 1,190.41	\$ 1,214.21	
Modification to application in review	\$ 550.00	\$ 578.00	
<i>(If modified after the application is deemed complete and the modification is needed to adequately review the app.)</i>			
Other land use action			
Administrative*	\$ 328.07	\$ 334.63	
Hearing required and/or use of Hearings Officer*	\$ 2,830.37	\$ 2,886.97	
Outdoor Seating Permit	\$ 165.00	\$ 173.25	
Annual Renewal	No charge	No charge	
Planning Re-inspection fee*	\$ 70.06	\$ 71.46	each after 1st
Postponement/continuance hearings	\$ 330.00	\$ 347.00	
<i>(If applicant request is after notice has been published and/or staff report prepared)</i>			
Pre-application conference	\$ 400.00	\$ 400.00	
Pre-application conference (Type III and above)	\$ 600.00	\$ 600.00	
Publication/distribution of Notice Type II	\$ 312.40	\$ 400.00	
Publication/distribution of Notice Type III, IV and V	\$ 512.60	\$ 600.00	
Home Occupation Review of initial application (Class A)	\$ 55.00	\$ 58.00	
Home Occupation Review of renewal application (Class A)	\$ 27.50	\$ 29.00	
Zone verification letter	\$ 55.00	\$ 300.00	

F. Trees

Tree mitigation inspection	\$ 66.00	\$ 69.00	each after 1st
Street Tree Removal Permit	\$ 27.50	\$ 35.00	1st tree
	\$ 11.00	\$ 15.00	each add'l tree
Removal of more than 6 trees or 10% on private property	\$ 117.70	\$ 120.00	

G. Planned Unit Development (PUD)

Planned Unit Development (PUD) Preliminary*	\$ 2,624.52	\$ 2,677.01	
Planned Unit Development (PUD) - Final	See Site Plan Review Fee		
<i>(Plus appropriate application fees (i.e. subdivisions, site plan, town-homes, etc.)</i>			

**SECTION 9
PLANNING**

H. Refunds

Refund if application is withdrawn prior to 30 day completeness	75%	75%
Refund if withdrawn prior to public notice	50%	50%
Refund if withdrawn prior to staff report	25%	25%

I. Signage

Permanent signs on private property	\$ 165.00	\$ 245.00	First 32 sq ft
<i>(Excludes Home Occupation Signage)</i>	\$ 1.10	\$ 1.25	each add'l sq ft of sign face
Banner signs – one month period	\$ 165.00	\$ 173.00	
Temporary portable sign violation			
First offense			No fine; collec No fine; collected and marked
Second offense	\$ 50.00	\$ 50.00	per sign
Third offense	\$ 100.00	\$ 100.00	per sign

J. Site Plan Review

building area)(Including Town-Homes, excluding projects in Old Town)*.	\$ 7,407.23	\$ 7,555.37	
Final site plan review (Type III and IV) (Due at the time of Building Permit submittal)*	\$ 771.92	\$ 787.35	
Site plan review (Type II)*	\$ 2,411.20	\$ 2,459.42	
Minor modification to approved Site Plan*	\$ 328.07	\$ 334.63	
Major modification to approved Site Plan, Type II*	\$ 1,202.12	\$ 1,226.16	
Major modification to approved Site Plan, Type III or IV*	\$ 2,886.97	\$ 2,944.70	
Old Town overlay review*	\$ 297.60	\$ 303.55	added to application
<i>All uses excluding Single-Family detached dwellings.</i>			
<i>Application fee for Old Town projects is the application fee based on size of the project plus the Old Town Overlay review fee.</i>			

K. Temporary Uses

Administrative	\$ 368.50	\$ 387.00
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L. Time Extension to Approval

No hearing required	\$ 165.00	\$ 173.00
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**SECTION 9
PLANNING**

M. Variance

Adjustment - <i>(Per lot and per standard to be varied)</i> *	\$ 59.75	\$ 60.94
Class A Variance - <i>(Per lot and per standard to be varied)</i> *	\$ 4,933.85	\$ 5,032.52
Class B Variance - <i>(Per lot and per standard to be varied)</i> *	\$ 1,312.27	\$ 1,338.51
Type II Transportation Facility Modification (per standard)		\$ 2,230.00

N. Zone Amendments

Text amendment*	\$ 6,344.54	\$ 6,471.43
Map amendment*	\$ 6,344.54	\$ 6,471.43

O. Residential Design

	<u>Flat Fee</u>	<u>Per Lot</u>	<u>Flat Fee</u>	<u>Per Lot</u>	<u>Total Fee</u>
Residential Design Checklist Review w/no adjustments to standards	\$ 157.50		\$ 165.37		\$ 165.37
Residential Design Checklist with Adjustment (Per lot and per standard to be varied)	\$ 157.50	\$ 61.94	\$ 165.37	\$ 65.03	\$ 230.40
Residential Design Checklist with Type B Variance (Per lot and per standard to be varied)	\$ 157.50	\$ 1,360.24	\$ 165.37	\$ 1,428.25	\$ 1,593.62
Residential Design Checklist with Type A Variance (Per lot and per standard to be varied)	\$ 157.50	\$ 5,114.20	\$ 165.37	\$ 5,369.91	\$ 5,535.28

P. Technology Fee

Technology Fee	3%	5%	of permit fee
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**SECTION 10
BUILDING**

A. Building Permits

Values are determined by the applicants total estimated value of the work which includes labor and materials, and/or are based on the most current Building Valuation Data as of April 1 annually, without state-specific modifiers, as published by [Single Family and Two Family Dwelling](#) See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

Residential

Total Valuation Amount

1 - 500	\$	79.86	\$	84.17	minimum fee
501 – 2,000	\$	79.86	\$	84.17	the first \$500
	\$	1.31	\$	1.38	each additional \$100 or fraction thereof, up to and including \$2,000
2,001 – 25,000	\$	99.53	\$	104.87	the first \$2,000
	\$	10.49	\$	11.06	each additional \$1,000 or fraction thereof, up to and including \$25,000
25,001 – 50,000	\$	340.85	\$	359.25	the first \$25,000
	\$	8.21	\$	8.65	each additional \$1,000 or fraction thereof, up to and including \$50,000
50,001 – 100,000	\$	546.18	\$	575.50	the first \$50,000
	\$	5.25	\$	5.53	each additional \$1,000 or fraction thereof, up to and including \$100,000
100,001 and up	\$	808.48	\$	852.00	the first \$100,000
	\$	4.59	\$	4.84	each additional \$1,000 or fraction thereof over \$100,000

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

Commercial, Industrial and Multi-Family See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

Total Valuation Amount

1 - 500	\$	79.86	\$	84.17	minimum fee
501 – 2,000	\$	79.86	\$	84.17	the first \$500
	\$	1.99	\$	2.10	each additional \$100 or fraction thereof, up to and including \$2,000
2,001 – 25,000	\$	109.69	\$	115.67	the first \$2,000
	\$	10.49	\$	11.06	each additional \$1,000 or fraction thereof, up to and including \$25,000
25,001 – 50,000	\$	351.01	\$	370.05	the first \$25,000
	\$	8.86	\$	9.33	each additional \$1,000 or fraction thereof, up to and including \$50,000
50,001 – 100,000	\$	572.46	\$	603.30	the first \$50,000
	\$	6.57	\$	6.92	each additional \$1,000 or fraction thereof, up to and including \$100,000
100,001 and up	\$	900.87	\$	949.30	the first \$100,000
	\$	4.59	\$	4.84	each additional \$1,000 or fraction thereof over \$100,000

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

A. Building Permits (Continued)

~~Processing fee for plans exempted from a plan review by OAR 918-480-0130~~ ~~\$ 160.00~~

B. Plan Review Fees - Building Permit

Plan review Fee	85%	85%	of building permit fee
Fire and life safety plan review fee (when required)	60%	60%	of building permit fee
Permit ready plans, without modification	60%	60%	of building permit fee
Permit ready plans, with modification	70%	70%	of building permit fee
One and two-family dwellings exempt from plan review (ORS 455.628)	60%	60%	of building permit fee

**SECTION 10
BUILDING**

C. Phased Permit - Plan Review (When approved by the Building Official)

The Plan review fee for a phased project is in addition to standard plan review fees and is based on a minimum phasing fee, plus 10% of the total project building permit fee, not to exceed \$1,500 for each phase pursuant to the authority of OAR 918-050-0160

Commercial, Industrial, Multi-Family	\$ 110.00	\$ 250.00	Minimum Fee
Residential and Manufactured Dwellings	\$ 55.00	\$ 150.00	Minimum Fee

D. Deferred Submittals (When approved by the Building Official)

The fee for processing deferred submittals and reviewing deferred plan submittals shall be an amount equal to 65% of the permit fee calculated according to OAR 918-050-0170 using the value of the particular deferred portion or portions of the project, with a set minimum fee. This fee is in addition to the project plan review fee based on the total project value.

Commercial, Industrial, Multi-Family	\$ 175.00	\$ 300.00	Minimum Fee
Residential and Manufactured Dwellings	\$ 100.00	\$ 200.00	Minimum Fee

E. Fire Suppression

Residential

Continuous Loop/Multipurpose (Plumbing permit) and Standalone Systems (Structural permit) - fee includes plan review fee

Total Square Footage (including Garage)

0 to 2,000	\$ 114.08	\$ 128.40
2,001 to 3,600	\$ 171.12	\$ 192.61
3,601 to 7,200	\$ 285.20	\$ 321.01
7,201 and greater	\$ 342.24	\$ 385.22

Commercial - Alarms/Sprinklers

See Commercial, Industrial, and Multi-Family Fee table by valuation

Separate electrical permit application through Washington County may also be required.

F. Solar Photovoltaic System Installation – Structural Only

Electrical permits are also required through Washington County

Solar Photovoltaic (PV) installations that comply with the prescriptive path system described in the Oregon Structural Specialty Code.	\$ 161.08	\$ 169.76
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Solar Permit - Non-Prescriptive Path System: Includes solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.

Structural Fees by valuation

**SECTION 10
BUILDING**

G. Mechanical Permits - Residential

Residential

Minimum Fee	\$	79.86	\$	84.17	
Mechanical Plan Review - Residential		50%		50%	of mechanical permit fee (when required)
<i>See also Appendix A for applicable state fees.</i>					
Air conditioner	\$	25.60	\$	26.98	
Air handling unit of up to 10,000 cfm	\$	19.22	\$	20.26	includes ductwork
Air handling unit greater than 10,000 cfm	\$	32.38	\$	34.12	includes ductwork
Appliance vent installation relocation or replacement not included in an appliance permit	\$	12.78	\$	13.47	
Attic/crawl space fans	\$	19.22	\$	20.26	
Chimney/liner/flue/vent	\$	25.60	\$	26.98	
Clothes dryer exhaust	\$	12.78	\$	13.47	
Decorative gas fireplace	\$	25.60	\$	26.98	includes vent
Ductwork – no appliance/fixture	\$	12.78	\$	13.47	
Evaporative cooler other than portable	\$	25.60	\$	26.98	
Floor furnace, including vent	\$	25.60	\$	26.98	
Flue vent for water heater or gas fireplace	\$	12.78	\$	13.47	
Furnace - up to 100,000 BTU	\$	25.60	\$	26.98	
Furnace - greater than 100,000 BTU	\$	46.90	\$	49.43	
Furnace/burner including duct work/vent/liner	\$	25.60	\$	26.98	
Gas or wood fireplace/insert	\$	25.60	\$	26.98	includes vent
Gas fuel piping outlets (up to four outlets)	\$	8.54	\$	8.99	
Gas fuel piping outlets (over four outlets, per each)	\$	2.17	\$	2.29	
Heat pump	\$	25.60	\$	26.98	includes ductwork and vents
Hood served by mechanical exhaust, including ducts for hood	\$	19.22	\$	20.26	
Hydronic hot water system	\$	25.60	\$	26.98	
Installation or relocation domestic-type incinerator	\$	31.94	\$	33.66	
Mini split system	\$	25.60	\$	26.98	includes ductwork and vents
Oil tank/gas/diesel generators	\$	25.60	\$	26.98	
Pool or spa heater, kiln	\$	25.60	\$	26.98	
Radon mitigation	\$	19.22	\$	20.26	
Range hood/other kitchen equipment	\$	19.22	\$	20.26	includes ductwork
Suspended heater, recessed wall heater, or floor mounted unit heater	\$	25.60	\$	26.98	
Ventilation fan connected to single duct	\$	12.78	\$	13.47	
Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$	19.22	\$	20.26	
Water heater	\$	25.60	\$	26.98	includes vent
Wood/pellet stove	\$	25.60	\$	26.98	includes vent
Other heating/cooling	\$	25.60	\$	26.98	
Other fuel appliance	\$	25.60	\$	26.98	
Other environment exhaust/ventilation	\$	19.22	\$	20.26	

**SECTION 10
BUILDING**

F. Mechanical Permits – Commercial, Industrial, and Multi-Family

Based on the total value of mechanical materials, equipment, installation, overhead and profit.

Plan review fee – Commercial	50%	50%	of Mechanical permit fee
Mechanical Permit Fee			Based on total valuation Amount
0 - 500	\$ 79.86	\$ 84.17	minimum fee
500.01 - 5,000	\$ 79.86	\$ 84.17	Plus additional below
	\$ 3.29	\$ 3.47	each add'l \$100 or fraction thereof between \$500.01 and \$5,000
5,000.01 - 10,000	\$ 227.89	\$ 240.32	for the first 5,000 plus additional below
	\$ 3.95	\$ 4.16	each add'l \$100 or fraction thereof, between \$5,000.01 and \$10,000
10,000.01 - 100,000	\$ 425.15	\$ 448.32	for the first 10,000 plus additional below
	\$ 10.50	\$ 11.07	each add'l \$1,000 or fraction thereof, between \$10,000.01 and \$100,000
100,000.01 and up	\$ 1,370.40	\$ 1,444.62	for the first 100,000 plus additional below
	\$ 5.26	\$ 5.54	each add'l \$1,000 or fraction thereof over \$100,000

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

H. Plumbing Permits

New One and Two Family Dwellings

Includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include piping, gutters downspouts, and perimeter system and are based on the number of bathrooms. Half bath counted as whole.

One Bathroom	\$ 334.54	\$ 352.59
Two Bathrooms	\$ 413.26	\$ 435.56
Three Bathrooms	\$ 491.97	\$ 518.52
Additional Kitchen or Bathroom	\$ 203.36	\$ 214.33

**SECTION 10
BUILDING**

H. Plumbing Permits—Residential-Residential, Commercial, Industrial, and Multi-Family.

Based on the number of fixtures, appurtenances and piping with a set minimum fee. See also Appendix A for applicable state fees.

Minimum Fee	\$ 79.86	\$ 84.17	
Plumbing Plan Review - Residential	30%	50%	of plumbing permit fee (when required)
Manufactured Dwelling Utility Connection	\$ 39.36	\$ 41.48	each
Absorption valve	\$ 19.68	\$ 20.74	each
Alternate potable water heating system	\$ 19.68	\$ 20.74	each
Backflow preventer	\$ 19.68	\$ 20.74	each
Backwater valve	\$ 19.68	\$ 20.74	each
Catch basin or area drain	\$ 19.68	\$ 20.74	each
Clothes washer	\$ 19.68	\$ 20.74	each
Dishwasher	\$ 19.68	\$ 20.74	each
Drinking fountain	\$ 19.68	\$ 20.74	each
Trench drain	\$ 19.68	\$ 20.74	each
Ejectors/sump pump	\$ 19.68	\$ 20.74	each
Expansion tank	\$ 19.68	\$ 20.74	each
Fixture cap	\$ 19.68	\$ 20.74	each
Floor drain/floor sink/hub drain	\$ 19.68	\$ 20.74	each
Garbage disposal	\$ 19.68	\$ 20.74	each
Hose bib	\$ 19.68	\$ 20.74	each
Ice maker	\$ 19.68	\$ 20.74	each
Interceptor/grease trap	\$ 19.68	\$ 20.74	each
Manholes	\$ 19.68	\$ 20.74	each
Primer	\$ 19.68	\$ 20.74	each
Roof drain	\$ 19.68	\$ 20.74	each
Septic abandonment	\$ 19.68	\$ 20.74	each
Sink/basin/lavatory	\$ 19.68	\$ 20.74	each
Stormwater retention/detention tank/facility	\$ 19.68	\$ 20.74	each
Swimming pool piping	\$ 19.68	\$ 20.74	each
Tub/shower/shower pan	\$ 19.68	\$ 20.74	each
Urinal	\$ 19.68	\$ 20.74	each
Water closet	\$ 19.68	\$ 20.74	each
Water heater	\$ 19.68	\$ 20.74	each
Other Fixture or Item	\$ 19.68	\$ 20.74	each
Water lines, Sanitary Sewer lines, Storm Sewer/ Footing lines (first 100 feet)	\$ 65.60	\$ 69.13	
Water lines, Sanitary Sewer lines, Storm Sewer/ Footing lines (over 100 feet)	\$ 36.09	\$ 38.04	each additional 100 ft.

See appendix A for surcharge collected on behalf of the State.

**SECTION 10
BUILDING**

I. Plumbing Permits – Commercial, Industrial, and Multi-Family

~~Based on the number of fixtures, appurtenances and piping with a set minimum fee.~~

Plan Review Fee – Commercial	50%	of plumbing permit fee (when required)
Minimum Fee	\$ 79.86	

See Section H for individual fixture rates.
See also Appendix A for applicable state fees.

I. Medical Gas Permits – Commercial Plumbing

Based on the total value of installation costs and system equipment as applied to the following fee matrix.

See also Appendix A for applicable state fees.

Plan review fee – Commercial	50%	50%	of plumbing permit fee
Plumbing Permit Fee			Based on total valuation Amount
0 - 500	\$ 114.08	\$ 120.23	minimum fee
500.01 - 5,000	\$ 114.08	\$ 120.23	Plus additional below
	\$ 2.28	\$ 2.40	each additional \$100 or fraction thereof between \$500.01 and \$5,000
5,000.01 - 10,000	\$ 216.63	\$ 228.23	for the first 5,000 plus additional below
	\$ 3.42	\$ 3.61	each additional \$100 or fraction thereof, between \$5,000.01 and \$10,000
10,000.01 - 50,000	\$ 387.56	\$ 408.73	for the first 10,000 plus additional below
	\$ 10.83	\$ 11.42	each additional \$1,000 or fraction thereof, between \$10,000.01 and \$50,000
50,000.01 - 100,000	\$ 821.00	\$ 865.53	for the first 50,000 plus additional below
	\$ 12.55	\$ 13.23	each additional \$1,000 or fraction thereof, between \$50,000.01 and \$100,000
100,000.01 and up	\$ 1,448.26	\$ 1,527.03	for the first 100,000 plus additional below
	\$ 7.99	\$ 8.42	each additional \$1,000 or fraction thereof over \$100,000

K. Commercial Fire Suppression – Alarms and Sprinklers (Structural Permit)

~~See Commercial, Industrial, and Multi-Family Fee table by valuation~~

~~Separate electrical permit application through Washington County may also be required.~~

J. Structural Demolition Permits - Not subject to state surcharge

Residential	\$ 252.04	\$ 257.91
Commercial	\$ 370.12	\$ 378.73

**SECTION 10
BUILDING**

K. Manufactured Dwelling Installation Permits

Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder, plumbing connections, all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.

Manufactured home set up and installation fee	\$ 423.24	\$ 446.07	
Site Plan Review			Residential Rate per Section 9.(E)
Manufactured Dwelling or Cabana Installation			See Appendix A for applicable state fees.

L. Area Development Permit (ADP) - Manufactured Dwelling/Recreational Vehicle Parks

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp - and applying the valuation amount to Table 1 as referenced for each.

Manufactured Dwelling Parks		See Table 2 in OAR 918-600-030
Recreational Vehicle Parks		See Table 2 in OAR 918-650-030
See also Appendix A for applicable state fees.		

M. Electrical Permits – Issued and Inspected by Washington County (503) 846-3470

N. Other Inspections and Fees (Building, Mechanical, Plumbing, Grading and Erosion)

Re-inspection fee	\$ 96.75	\$ 101.97	per each plus State surcharge
Inspections outside normal business hours (Minimum charge = 2 hours) <i>(when approved by the Building Official)</i>	\$ 96.75	\$ 101.97	per hour plus State surcharge (Minimum charge = 2 hours)
Inspection for which no fee is specifically indicated (Minimum charge = ½ hour)	\$ 96.75	\$ 101.97	per hour plus State surcharge (Minimum charge = ½ hour)
Each additional inspection, above allowable - per each (Minimum charge = ½ hour)	\$ 96.75	\$ 101.97	per each plus State surcharge
Investigation fee	\$ 96.75	\$ 101.97	per hour to enforce the code, 1 hour minimum.
Additional plan review required for changes, additions or revisions (Min charge = ½ hour)	\$ 96.75	\$ 101.97	per hour (For changes, additions or revisions)
Re-stamp of lost, stolen or damaged plans	\$ 59.12	\$ 62.32	per plan set
Application/Permit extensions	\$ 53.75	\$ 56.65	

~~*(Renewal of an application or permit where an extension has been requested in writing, and approval granted by the Building Official, prior to the original expiration date, provided no changes have been made in the original plans and specifications for such work.)*~~

(Allowed where an extension has been requested in writing, and approval granted by the Building Official, prior to the original expiration date, provided no changes have been made in the original plans and specifications for such work)

Permit reinstatement fee - percentage of amount required for a new permit or a percentage as determined by the Building Official based on the remaining 50%
(This fee is for reinstatement of a permit, where a reinstatement request has been made in writing, and approval granted by the Building Official, provided no changes have been made in the original plans and specifications for such work.)

**SECTION 10
BUILDING**

O. Refunds (Building Permit, Mechanical, Plumbing, and Erosion)

Permit refunds	\$ 96.75	\$ 101.97
Plan review refunds	\$ 96.75	\$ 101.97

P. Certificate of Occupancy (Valid for 30 days - As determined by the Building Official)

Temporary residential	\$ 200.00	\$ 200.00	per request
Temporary commercial/industrial	\$ 500.00	\$ 500.00	per request

Q. Certificate of Occupancy Application Fee (As determined by the Building Official) - when no permits are required

Dissimilar Use or Change in Occupancy Classification (Extensive Code Review)	\$ 250.00	\$ 350.00	minimum fee, includes 1 hour code review time
	\$ 90.00	\$ 101.97	per hour for review time greater than 1 hour

R. Technology Fee

Technology Fee	3%	5%	of permit amount, does not apply to System Development Charges, State fees , or other exempted fees .
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S. Community Development Fee

Community Development Fee	5%	of the project valuation
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**APPENDIX A:
FEES CHARGED ON BEHALF OF OTHER AGENCIES**

Note: The fees in this section are set by other jurisdictions and the City has agreed to collect the fee on their behalf. The fees listed are provided as a courtesy and are based on the fees known at the time this fee schedule was adopted. Any changes to the fees imposed by the other jurisdictions may not be reflected in this section.

A. Clean Water Services Fees

The monthly sewer and surface water utility user charges for property within the City and served by Clean Water Services (CWS) of Washington County shall be established by CWS and adopted annually.

Sewer Utility Charges

CWS regional sewer utility user base rate per EDU	\$ 30.70	\$ 31.63
CWS regional sewer utility user franchise fee per EDU	\$ 1.55	\$ 1.58
CWS regional sewer utility usage rate per CCF	\$ 2.04	\$ 2.10
CWS regional sewer utility usage franchise fee per CCF	\$ 0.11	\$ 0.11

Sewer SDC

CWS regional connection charge	\$ 7,289.36	\$ 7,332.00
Portion retained by the City (3.983%)	\$ 290.30	\$ 292.00
Portion remitted to CWS (96.017%)	\$ 6,999.06	\$ 7,040.00

Surface Water

CWS regional surface water base rate per ESU	\$ 2.85	\$ 2.93
CWS regional surface water base franchise fee per ESU	\$ 0.15	\$ 0.15

B. State of Oregon – Department of Consumer and Business Services

Fee charged on all building and mechanical permits; as well as commercial plumbing and medical gas permits.

State Surcharge	12%	of Building Permit fee
Manufactured Dwelling or Cabana Installation	\$ 30.00	

C. Sherwood School District

Fee charged on all building permits.

Residential CET	\$ 1.67	\$ 1.70	per square foot of dwelling
Non-Residential CET	\$ 0.84	\$ 0.85	per square foot maximum of \$41,800

D. Metro

Fee charged on building permits.

METRO CET	0.12%	of the total value of the improvement when it exceeds \$100,000 valuation. Maximum \$12,000
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RESOLUTION 2026-045

ADOPTING A SCHEDULE OF FEES AS AUTHORIZED BY THE CITY ZONING AND COMMUNITY DEVELOPMENT CODE, ESTABLISHING FEES FOR MISCELLANEOUS CITY SERVICES AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Sherwood Municipal Code authorizes certain administrative fees and charges to be established by Resolution of the City Council; and

WHEREAS, the City performs and offers certain services, the cost of which are most reasonably borne by the recipient, as opposed to paying for said services from general City funds; and

WHEREAS, the City Manager has developed a set of administrative fees and charges for the Council and City to use when assessing general fees for permits, applications, and services, and recovering general costs of performing actions requiring oversight and administration by City staff; and

WHEREAS, the City Council believes it is most appropriate and fiscally responsible that fees and charges for all services be set by the City Council, and at a level whereby reasonable costs are recovered; and

WHEREAS, the City has met the requirement for providing an opportunity for public comment prior to the adoption of this fee resolution as required by ORS 294.160.

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

Section 1. **Adoption:** The City of Sherwood Rates and Fees Schedule, attached hereto as Exhibit A, is hereby approved and adopted, and supersedes all prior development fee and charges schedules and miscellaneous fee schedules.

Section 2. **Effective Date:** This Resolution shall become effective July 1, 2026.

Duly passed by the City Council this 16th day of June, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



Home of the Tualatin River National Wildlife Refuge

The City of Sherwood, Oregon Master Fees and Charges

Effective 07/01/2026

**SECTION 1
GENERAL CHARGES FOR SERVICE**

A. Staff Rates

The following fees shall be charged for the services of City Staff.

For individuals listed on the salary schedule.

Fully loaded hourly rate applicable at time of service

B. Business License

Persons conducting business with the City of Sherwood and who are subject to being licensed under the provisions of sections 5.04 shall pay a business license fee.

Number of Employees

0-2	\$ 105.00
3-5	\$ 158.00
6-10	\$ 315.00
11-20	\$ 630.00
21-50	\$ 945.00
51 or more	\$ 1,418.00

10% discount for businesses located in city limits

Final employee counts that end in a partial FTE are rounded down

C. Liquor License

The Oregon Liquor Control Commission (OLCC) solicits the city's recommendation on applications for new, renewed, or changed liquor licenses. (ORS 471.164- 471.168)

Original application	\$ 100.00
Temporary license	\$ 35.00
Change in ownership, location, or privilege	\$ 75.00
Renewal of license	\$ 35.00

**SECTION 1
GENERAL CHARGES FOR SERVICE**

D. Franchise Fees, Privilege Taxes, and Other Associated Fees

Franchise Fees (as set by franchise agreements):

Cable and Broadband Services

Zipty (formally Frontier)	5%	of gross revenue
Ordinance No. 2007-008 Exp 10/31/22		

Cable and Broadband Services

Comcast	5%	of gross revenue
Resolution No. 2000-857 Exp 9/5/26		

Natural Gas

Northwest Natural Gas	5%	of gross revenue
Ordinance No. 2006-016		

Garbage / Solid Waste

Pride Disposal	5%	of gross revenue
Ordinance No. 98-1049 Exp 11/1/29		

Privilege Taxes and Associated Fees:

Privilege tax payments shall be reduced by any franchise fee payments received by the City, but in no case will be less than \$0.00.

License application fee	\$ 50.00	
Telecommunications Utilities (as defined in ORS 759.005)	7%	Privilege tax of gross revenues as defined in ORS 221.515
Utility Operators that provide service within the city (as defined in SMC 12.16.120.A.1) not listed above	5%	Privilege tax of gross revenue
Utility Operators that do not provide service within the city (as defined in SMC 12.16.120.A.2)	\$ 2.90	Per lineal foot, maximum \$4,000, per year
Utility Operators limited to facilities mounted on structures in the Right of Way (as defined in SMC 12.16.120.A.3) other than small wireless facilities	\$ 5,000.00	per structure per year
Small Wireless Facility Fee	\$ 675.00	per facility per year

**SECTION 1
GENERAL CHARGES FOR SERVICE**

E. Public Records Fees

Copies of Finance documents

Budget	\$ 40.00	per copy
Comprehensive Annual Financial Report	\$ 25.00	per copy

Copies of planning documents

Comprehensive plan	\$ 25.00	per copy
Master plans	\$ 25.00	per copy

Copies of Maps

8 ½ x 11 black and white	\$ 3.00	per copy
11 x 17 black and white	\$ 6.00	per copy
Full size color up to 36 x 48	\$ 25.00	per copy

General Service Copies

Copying	\$ 0.15	per single side
Copying	\$ 0.25	per double side
24 x 36 Plotter black and white or color	\$ 4.00	per sheet
USB Drive (up to 16GB)	\$ 10.00	

Document Research

Staff time billed in 15 minute increments (see Staff Rates)
 Consultant/contractor time billed at actual cost
 Plus the cost of copying

Faxing	\$ 2.00	plus \$1 per page
Lien search fee	\$ 30.00	per lot
NSF check charges	\$ 35.00	per occurrence
Notary fee	\$ 10.00	per notary signature
Credit Card Technology Fee	3%	per transaction

SECTION 2
LIBRARY

A. Library General Fees

No fees for overdue materials within Washington County Cooperative Library Services

Damaged/lost material	based on extent
Non-resident card	\$ 195.00 annually
Printing, black & white	\$ 0.10 per page (after 25 pgs.)
Printing, color	\$ 0.50 per page
Copying, black & white (self-service)	\$ 0.10 per page (after 25 pgs.)
Copying, color (self-service)	\$ 0.50 per side
3D printing (limits and restrictions may apply)	\$ 1.00 per print job
USB Drive	\$ 10.00 each

**SECTION 3
POLICE**

A. Police Reports

Staff Hourly Rate estimate/quote provided prior to completion.

Copies of report	\$ 20.00 Per Report
Police Video	Fully loaded hourly rate applicable at time of service

B. Vehicle Impound Fee

Whereas, state law and Sherwood municipal code chapters 8.04 and 10.08 authorize police officers to impound vehicles under specific circumstances.

Police impounded vehicle fees	\$ 125.00 per vehicle
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C. Parking Violation Fees

Abandoned vehicle	\$ 50.00
Stored vehicle	\$ 50.00
Hazardous vehicle	\$ 250.00
Prohibited display	\$ 50.00
Parking time limit	\$ 50.00
No parking zone	\$ 100.00
Parking restriction on certain types of vehicles	\$ 100.00
Method of parking	\$ 100.00
Long-term violation per SMC 10.08.090(A)(2)	\$ 250.00
Long-term violation per SMC 10.08.090(A)(3)	\$ 500.00
Long-term violation per SMC 10.08.090(A)(4)	\$ 500.00
Reoccurring offenses per SMC 10.08.090(B)	\$ 500.00

D. Miscellaneous Police Fees

Fingerprinting*	\$29.76 per card
Records/Background checks*	\$17.85 per request

SECTION 4
MUNICIPAL COURT

A. Court Fees

Failure to appear – arraignments	\$ 50.00
Failure to appear – trials	\$ 150.00
Failure to comply or pay a fine	\$ 100.00
Turned over to collection agency (<i>Not to exceed \$250</i>)	25% of the amount owed
Payment plan installment fee - greater than 30 days	\$ 25.00
Vehicle compliance program – administrative fee	\$ 40.00
Seatbelt Diversion Program	\$ 40.00
Traffic School Diversion Programs	
• Class A Violation	\$ 315.00
• Class B Violation	\$ 185.00
• Class C Violation	\$ 110.00
• Class D Violation	\$ 75.00
Non-Sufficient Fund Check Fees	\$ 25.00

B. Fines set by the State of Oregon

Presumptive Fines

• Class A Violation	\$ 440.00
• Class B Violation	\$ 265.00
• Class C Violation	\$ 165.00
• Class D Violation	\$ 115.00

Special Zones – Construction and School Zones

• Class A Violation	\$ 875.00
• Class B Violation	\$ 525.00
• Class C Violation	\$ 325.00
• Class D Violation	\$ 250.00
Speeding 100 mph or greater	\$ 1,150.00
Helmet Violations	\$ 25.00

C. Dog Fees

Animal noise disturbance	\$ 250.00
Animal waste on public or another’s private property	\$ 250.00

**SECTION 5
PARKS AND RECREATION**

A. Athletic Field User Charges

Non-peak hours=8am to 3pm, Peak hours=3pm to dark

Artificial Turf At Snyder Park

	<u>Non-Peak</u>	<u>Peak</u>	
Heavy User (More than 10 hours/week, both resident and non resident)	\$ 75.00		per hour
Resident (Less than 10 hours/week)	\$ 80.00		per hour
Non-Resident (Less than 10 hours/week)	\$ 100.00		per hour
Light Fee	\$ 25.00		per hour

B. Other Parks Charges

Sherwood Veterans Park

	<u>Commemorative Bricks</u>	
Camp/Tournament	\$	125.00

Robin Hood Plaza

	<u>Resident</u>	<u>Non-Resident</u>	
Non-Profit Fee	\$ 120.00	\$ 160.00	per day
For-Profit Fee	\$ 180.00	\$ 240.00	per day

C. Picnic Shelters

	<u>Resident</u>	<u>Non-Resident</u>	
Rentals at Pioneer Park, Murdock Park, and Woodhaven Park	\$ 50.00	\$ 80.00	4 hours
	\$ 100.00	\$ 150.00	per day
Rentals at Snyder Park and Stella Olsen Park	\$ 60.00	\$ 90.00	4 hours
	\$ 120.00	\$ 160.00	per day

D. Amphitheater Rental

*security
deposit may*

	<u>Resident</u>	<u>Non-Resident</u>	
Amphitheater Rental	\$ 75.00	\$ 100.00	4 hours
	\$ 150.00	\$ 200.00	per day

When reserving the Amphitheater you must also reserve the picnic shelter

**SECTION 5
PARKS AND RECREATION**

E. Community Garden

4' x 8' raised bed	\$	30.00	
10' x20' plot	\$	45.00	
20' x 20' plot	\$	65.00	

F. Field House

Team Fees

Adult team	\$	800.00	plus a \$50 late fee if not paid by the due date
Youth team	\$	800.00	plus a \$25 late fee if not paid by the due date

Player Cards

Adult player cards	\$	15.00	
Youth player cards	\$	10.00	

Rental Fees

Day time fees (7 a.m. – 3 p.m.)	\$	50.00	per hour
Evening fees (3 p.m. – midnight)	\$	100.00	per hour

Open Play Fees

Adult open play fees	\$	7.00	per person
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Concessions and Merchandise

Varies

G. Special Events

Permit Fees

	<u>Resident</u>	<u>Non-Resident</u>	
Non-Profit Fee	\$ 75.00	\$ 125.00	
For-Profit Fee	\$ 150.00	\$ 200.00	
Police Services	\$ 100.00	\$ 100.00	hour/per officer

Street Closure for Special Event

Non-Profit Fee	\$	125.00	\$	150.00	per day per block
For-Profit Fee	\$	175.00	\$	200.00	per day per block

Street Closure for Festival (more than four blocks)

Non-Profit Fee	\$	400.00	\$	425.00	per day
For-Profit Fee	\$	450.00	\$	475.00	per day
Small productions (no street closures, staging, city services, or park closures)			\$	250.00	per day
Large production (requires street closure, city services, staging, etc.)			\$	1,000.00	per day

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

H. Standard Facility Rentals

A fully refundable deposit in the amount of \$200 will be required for all Standard Facility Rentals and must be submitted with a signed contract to secure the facility rental. For rentals under \$200 in total fees, a deposit of \$50 must be submitted with a signed contract to secure the facility rental.

Main Hall

Includes use of dressing room, lobby, and all seating & tables. Linens are not provided.

Non-peak hours=weekdays 9-3

	<u>Peak</u>	<u>Non-peak</u>
Partial day (4 hours or less)	\$ 910.00	\$ 770.00
Full day (up to 8 hours)	\$ 1,690.00	\$ 1,430.00
Extended day (up to 16 hours)	\$ 3,120.00	\$ 2,640.00

20% Non-Profit Discount

Partial day (4 hours or less)	\$ 728.00	\$ 616.00
Full day (up to 8 hours)	\$ 1,352.00	\$ 1,144.00
Extended day (up to 16 hours)	\$ 2,496.00	\$ 2,112.00

Includes use of dressing room, lobby, and all seating & tables. Linens are not provided.

Non-peak hours=weekdays 9-3

	<u>Peak</u>	<u>Non-peak</u>
Partial day (4 hours or less)	\$ 975.00	\$ 825.00
Full day (up to 8 hours)	\$ 1,820.00	\$ 1,540.00
Extended day (up to 16 hours)	\$ 3,380.00	\$ 2,860.00

20% Non-Profit Discount

Partial day (4 hours or less)	\$ 780.00	\$ 660.00
Full day (up to 8 hours)	\$ 1,456.00	\$ 1,232.00
Extended day (up to 16 hours)	\$ 2,704.00	\$ 2,288.00

Equipment & Additional Services

All fees are one-time charges based on usage as listed

Chairs	Included	
Tables	Included	
Theatre Seating	Included	
Stage Riser	\$ 250.00	
Pipe and Drape System	\$ 225.00	
Kitchen	\$ 100.00	
Piano	\$ 100.00	
Carnival Games (charged per game, per day of use)	\$ 35.00	each
Basic Av (sounds & lights controlled from stage, mic, screen, projector, and podium)	\$ 75.00	
Advanced Tech (sound and lights controlled from booth; multiple mics, monitors, light cues)	\$ 150.00	
<i>Renters are required to have an approved technician if using Advanced AV. Technician must be approved by SCA Manager.</i>		
Lift (Must provide operator certification)	\$ 300.00	
Classroom(s) added to Main Hall rental	\$ 75.00	each partial day
	\$ 145.00	each full day+
Extra Facility Monitor**	\$ 35.00	per hour
AV Technician (if provided by SCA. Must arrange in advance with SCA Manager)	\$ 40.00	per hour

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

I. Standard Facility Rentals (continued)

Classroom

Includes use of classroom furniture and whiteboard. Can accommodate 25 in chair rows or 16 at tables.

	<u>Peak</u>	<u>Non-peak</u>
Meeting (2 hours or less)	\$ 104.00	\$ 88.00
Partial day (up to 4 hours)	\$ 195.00	\$ 165.00
Full day (up to 10 hours)	\$ 455.00	\$ 385.00
 <i>20% Non-Profit Discount</i>		
Meeting (2 hours or less)	\$ 83.00	\$ 70.00
Partial day (up to 4 hours)	\$ 156.00	\$ 132.00
Full day (up to 10 hours)	\$ 364.00	\$ 308.00
	<u>Peak</u>	<u>Non-peak</u>
Meeting (2 hours or less)	\$ 117.00	\$ 99.00
Partial day (up to 4 hours)	\$ 221.00	\$ 187.00
Full day (up to 10 hours)	\$ 507.00	\$ 429.00
 <i>20% Non-Profit Discount</i>		
Meeting (2 hours or less)	\$ 101.00	\$ 79.00
Partial day (up to 4 hours)	\$ 177.00	\$ 150.00
Full day (up to 10 hours)	\$ 405.00	\$ 343.00

Equipment & Additional Services

All fees are one time charges based on usage as listed

Chairs	Included
Tables	Included
Kitchen	\$ 100.00
Portable Projector	\$ 35.00
Supplemental cleaning fee if confetti, petals, fake snow, bubbles, or any scattered decorative objects are used:	\$ 200.00

J. Single Production Rentals

A fully refundable deposit in the amount of \$200 will be required for all Single Day Production Rentals and must be submitted with a signed contract to secure the facility rental. Rates are for public presentations occurring on a SINGLE DAY, the main focus of which is theatrical, dance, musical, and/or otherwise artistic in nature.

All Production Rentals must provide their own technical crew, approved by SCA Manager. Technician referrals are available on request.

Absolutely no glitter is allowed in the Main Hall, including glittered hair products/hairspray.

	<u>Resident</u>	<u>Non-Resident</u>
Partial day (5 hours or less)	\$ 563.00	\$ 675.00
Full day (up to 10 hours)	\$ 750.00	\$ 900.00
Extended day (up to 16 hours)	\$ 1,000.00	\$ 1,200.00

SECTION 5
SHERWOOD CENTER FOR THE ARTS

K. Single Production Rentals (continued)

20% Non-Profit Discount

	<u>Resident</u>	<u>Non-Resident</u>
Partial day (5 hours or less)	\$ 450.00	\$ 540.00
Full day (up to 10 hours)	\$ 600.00	\$ 720.00
Extended day (up to 16 hours)	\$ 800.00	\$ 960.00

Non-Performance Days (may not be used on Fridays after 3pm or on Saturdays)

	<u>Resident</u>	<u>Non-Resident</u>
Partial day (5 hours or less)	\$ 375.00	\$ 450.00
Full day (up to 10 hours)	\$ 563.00	\$ 675.00
Extended day (up to 16 hours)	\$ 750.00	\$ 900.00

20% Non-Profit Discount

	<u>Resident</u>	<u>Non-Resident</u>
Partial day (5 hours or less)	\$ 300.00	\$ 360.00
Full day (up to 10 hours)	\$ 450.00	\$ 540.00
Extended day (up to 16 hours)	\$ 600.00	\$ 720.00

Amenities and Equipment fees

All fees are one time charges based on usage as listed

Dressing Room	Included
Lobby	Included
Theatre seating up to 400 capacity	Included
Basic AV	Included
Tech usage fee (lights and sound)	\$ 150.00 per day
Classroom(s) (as additional dressing room)	\$ 30.00 per day
Stage Risers	\$ 200.00 per production
Lift (Must provide operator certification)	\$ 300.00 per production
Rental Opportunities:	

	<u>Peak</u>	<u>Non-peak</u>
Dressing Room/Green Room only (per hour)	\$ 85.00	\$ 75.00
Lobby only (per hour)	\$ 85.00	\$ 75.00

	<u>Peak</u>	<u>Non-peak</u>
Dressing Room/Green Room only (per hour)	\$ 102.00	\$ 90.00
Lobby only (per hour)	\$ 102.00	\$ 90.00

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

L. Multi-Day Production Rentals

A fully refundable deposit in the amount of \$500 will be required for all Multi-Day Production Rentals and must be submitted with a signed contract to secure the facility rental. Rates are for public presentations occurring on MORE THAN ONE DAY (multiple performances in one day do not qualify), the main focus of which is theatrical, dance, musical, and/or otherwise artistic in nature. Rentals will include up to-20 hours of rehearsal and prep time. Performances are given priority; rehearsals scheduled for Fridays and Saturdays after 3pm will pay Performance Day rate.

All Production Rentals must provide their own technical crew approved by SCA Manager. Technician referrals are available on request.

Absolutely no glitter is allowed in the Main Hall, including glittered hair products/hairspray.

	<u>Resident</u>	
	<u>Peak</u>	<u>Non-peak</u>
<u>Performance Days</u>		
Partial day (5 hours or less)	\$ 500.00	\$ 440.00
Full day (up to 10 hours)	\$ 750.00	\$ 660.00
Extended day (up to 16 hours)	\$ 1,000.00	\$ 880.00
<u>20% Non-Profit Discount</u>		
Partial day (5 hours or less)	\$ 400.00	\$ 352.00
Full day (up to 10 hours)	\$ 600.00	\$ 528.00
Extended day (up to 16 hours)	\$ 800.00	\$ 704.00
<u>Additional Rehearsal Days</u>		
<u>Non-Performance Days</u>		
	<u>Peak</u>	<u>Non-peak</u>
Partial day (5 hours or less)	\$ 375.00	\$ 330.00
Full day (up to 10 hours)	\$ 562.00	\$ 495.00
Extended day (up to 16 hours)	\$ 750.00	\$ 660.00
<u>20% Non-Profit Discount</u>		
	<u>Peak</u>	<u>Non-peak</u>
Partial day (5 hours or less)	\$ 300.00	\$ 264.00
Full day (up to 10 hours)	\$ 450.00	\$ 396.00
Extended day (up to 16 hours)	\$ 600.00	\$ 528.00

**SECTION 5
SHERWOOD CENTER FOR THE ARTS**

L. Multi-Day Production Rentals (continued)

	<u>Non-Resident</u>	
	<u>Peak</u>	<u>Non-peak</u>
Performance Days		
Partial day (5 hours or less)	\$ 600.00	\$ 528.00
Full day (up to 10 hours)	\$ 900.00	\$ 792.00
Extended day (up to 16 hours)	\$ 1,200.00	\$ 1,056.00
20% Non-Profit Discount		
Partial day (5 hours or less)	\$ 480.00	\$ 422.00
Full day (up to 10 hours)	\$ 720.00	\$ 634.00
Extended day (up to 16 hours)	\$ 960.00	\$ 845.00
<u>Additional Rehearsal Days</u>		
Non-Performance Days		
	<u>Peak</u>	<u>Non-peak</u>
Partial day (5 hours or less)	\$ 450.00	\$ 396.00
Full day (up to 10 hours)	\$ 675.00	\$ 594.00
Extended day (up to 16 hours)	\$ 900.00	\$ 792.00
20% Non-Profit Discount		
	<u>Peak</u>	<u>Non-peak</u>
Partial day (5 hours or less)	\$ 360.00	\$ 317.00
Full day (up to 10 hours)	\$ 540.00	\$ 475.00
Extended day (up to 16 hours)	\$ 720.00	\$ 633.00
<u>Amenities and Equipment fees</u>		
<i>All fees are one time charges based on usage as listed</i>		
Dressing Room	Included	
Lobby	Included	
Theatre seating up to 400 capacity	Included	
Basic AV	\$ 75.00	
Tech booth usage fee (lights and sound)	\$ 150.00	per day
Classroom(s) (as additional dressing room)	\$ 30.00	per day
Stage Risers	\$ 200.00	per production
Lift (Must provide operator certification)	\$ 300.00	per production

N. Discounts

The Arts Center Manager, in consultation with the City Manager, is authorized to offer discounted rates when it is determined it is in the best interest of the Arts Center.

**SECTION 5
MARJORIE STEWART SENIOR CENTER**

O. Marjorie Stewart Center

A fully refundable deposit will be required for facility rentals and must be submitted to secure the facility rental.
Events may require Facility Monitors \$25/hr. as determined by Manager.

Hourly Facility Rentals

	<u>Resident</u>	<u>Non-Resident</u>
Dining Room (2 hr. minimum)	\$ 92.00	\$ 106.00 per hour
Dining Room Classroom, each	\$ 60.00	\$ 70.00 per hour
Large Classroom	\$ 60.00	\$ 70.00 per hour
Small Classroom	\$ 38.00	\$ 44.00 per hour
Lounge	\$ 38.00	\$ 44.00 per hour
Kitchen-Catering (2 hr. minimum)	\$ 38.00	\$ 44.00 per hour
Full Kitchen with Dining Room (2 hr. minimum)	\$ 146.00	\$ 168.00 per hour
Full Kitchen – Commercial	\$ 81.00	\$ 93.00 per hour
Entire Building****not including kitchen	\$ 178.00	\$ 205.00 per hour

20% Non-profit discount for hourly rentals

Monthly Facility Rentals

All monthly rentals are for a 4-hour block

Once a week

	<u>Non-Profit</u>	<u>For Profit</u>
Dining Room	\$ 187.00	\$ 324.00
Large Classroom	\$ 124.00	\$ 216.00
Small Classroom	\$ 94.00	\$ 162.00
Lounge	\$ 94.00	\$ 162.00
Entire building****		\$ 540.00
Commercial Kitchen		

Twice A Month

	<u>Non-Profit</u>	<u>For Profit</u>
Dining Room	\$ 94.00	\$ 162.00
Large Classroom	\$ 62.00	\$ 108.00
Small Classroom	\$ 46.00	\$ 81.00
Lounge	\$ 46.00	\$ 81.00
Entire building****		\$ 270.00 DnRm+LgCR
Commercial Kitchen		\$ 324.00

* Suggested donation

** Up to 4 hours per visit. Not to exceed 52 visits per year

*** Up to 4 hours per visit. Not to exceed 24 visits per year

**** Excluding full kitchen rental

**SECTION 5
MARJORIE STEWART SENIOR CENTER**

O. Marjorie Stewart Center (Continued)

Refundable Cleaning & Security Deposit

Dining Room & Kitchen	\$ 500.00
Lounge, Large Classroom, Small Classroom	\$ 100.00
Key Deposit	\$ 75.00

Monthly Ongoing Rental Storage

Ongoing rental space is subject to manager approval.

Storage for ongoing rentals is subject to availability and manager approval

Classroom Cupboard	\$ 60.00
DnRm/LgCR Closet	\$ 120.00
Pearl Rm/1/4 Lg Closet	\$ 220.00

Program Fees

Lunch Program - Adults 62 and older *	\$ 6.00 per meal
Lunch Program – Under age 62 *	\$ 10.00 per meal
Non-resident membership fee	\$ 35.00 per year
Facility Monitor	\$ 25.00 per hour

Sherwood Senior Shuttle

Curb to curb transport within the City of Sherwood	\$ 1.00 per stop
Curb to curb transport outside of City of Sherwood Within 20 miles of Sherwood City Center.	\$ 5.00 per stop
Curb to curb transport within Sherwood to/from MSSCC	Free

* Suggested donation

** Up to 4 hours per visit. Not to exceed 52 visits per year

*** Up to 4 hours per visit. Not to exceed 24 visits per year

**** Excluding full kitchen rental

**SECTION 6
UTILITY CHARGES FOR SERVICE**

Water Utility Rates

RESIDENTIAL, MULTI-FAMILY, AND COMMERCIAL WATER SERVICE

A **residential customer** is defined as a customer whose meter service serves only one-single family dwelling unit. All dwelling units served by individual meters shall be charged the residential rate for service. For

Multi-family customers are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments. are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution,

Commercial customers are defined as customers whose meter is for any use other than residential and Multi-family. Some examples of commercial uses include, but are not limited to: schools, hospitals, restaurants, and

A. Residential and Multi-Family Rates*

Customer Class Meter Size	Base Charge (\$/Month)	Consumption Rate (\$/100 gallons)	
		First 21,000	Over 21,000
5/8 - 3/4"	\$ 24.24	\$ 0.66	\$ 1.05
3/4"	\$ 27.35	\$ 0.66	\$ 1.05
1"	\$ 29.96	\$ 0.66	\$ 1.05
1-1/2"	\$ 53.26	\$ 0.66	\$ 1.05
2"	\$ 77.45	\$ 0.66	\$ 1.05
3"	\$ 155.83	\$ 0.66	\$ 1.05
4"	\$ 264.07	\$ 0.66	\$ 1.05
6"	\$ 552.65	\$ 0.66	\$ 1.05
8"	\$ 1,022.95	\$ 0.66	\$ 1.05
10"	\$ 1,477.24	\$ 0.66	\$ 1.05

* Indicates fees that are subject to Resolution 2017-008 - Providing Automatic Annual Inflation-Based Adjustments.
Resolution 2026-045, EXHA
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**SECTION 6
UTILITY CHARGES FOR SERVICE**

B. Commercial Rates

Customer Class	Meter Size	Base Charge (\$/Month)	Rate (\$/100 gallons)	
			First 21,000	Over 21,000
	5/8 - 3/4"	\$ 26.57	\$ 0.78	\$ 0.78
	¾"	\$ 29.97	\$ 0.78	\$ 0.78
	1"	\$ 32.85	\$ 0.78	\$ 0.78
	1-1/2"	\$ 58.38	\$ 0.78	\$ 0.78
	2"	\$ 84.87	\$ 0.78	\$ 0.78
	3"	\$ 170.77	\$ 0.78	\$ 0.78
	4"	\$ 291.79	\$ 0.78	\$ 0.78
	6"	\$ 605.70	\$ 0.78	\$ 0.78
	8"	\$ 1,121.12	\$ 0.78	\$ 0.78
	10"	\$ 1,618.98	\$ 0.78	\$ 0.78
	Irrigation		\$ 1.11	\$ 1.11

C. Fire Protection Service

The following fees shall be charged for all applicable connections for automatic fire sprinklers, and fire hydrants service for private fire protection:

Customer Class	Meter Size	Base Charge
	4" and under	\$ 37.71
	6"	\$ 63.01
	8"	\$ 89.46
	10"	\$ 123.06

Water service connection in ROW

**SECTION 6
UTILITY CHARGES FOR SERVICE**

D. Hydrant Rentals

Fire hydrant permits - mandatory for fire hydrant use

Three month permit (plus water usage at current rate)*	\$ 66.78
Six month permit (plus water usage at current rate)*	\$ 97.14
Twelve month permit (plus water usage at current rate)*	\$ 157.83
Penalty for unauthorized hydrant use	\$ 562.93
Penalty for using non-approved (un-inspected tank)	\$ 1,069.54
Failure to report water usage (per day for period not reported)	\$ 16.88
Hydrant meter - refundable deposit	\$ 1,770.71
Hydrant meter – daily rental (plus water usage at current rate)	\$ 22.89
Hydrant meter read – monthly reads*	\$ 60.72
Hydrant meter setup – Initial setup of meter on hydrant*	\$ 60.72
Flow testing of fire hydrants*	\$ 194.27
Consumption (\$/100 gallons)	\$ 1.11

E. Account Activation and De-Activation

Water Service on or off at customer's request

Deposit for a NEW application of service for all tenant accounts & previous customers sent to collections	\$ 135.30
New account fee*	\$ 18.21
First call – during office hours, Monday-Friday, except snowbird turnoffs	No Charge
Activation after office hours and weekends*	\$ 72.85
Leaks or emergencies beyond customer control anytime	No Charge
Second call*	\$ 36.42
Non-leak or emergency turn offs after office hours or weekends*	\$ 60.72
All snowbird/vacant turn offs*	\$ 30.70

Water Service off and on for non-payment/non-compliance

Turn on water during office hours, Monday through Friday*	\$ 72.85
After hours or weekends, an additional*	\$ 121.41
Meter tampering and/or using water without authority*	\$ 72.85
Broken promise turn off*	\$ 72.85
Door hangers (per door hanger)*	\$ 12.14

**SECTION 6
UTILITY CHARGES FOR SERVICE**

F. Additional Charges, If Necessary, To Enforce

Removal of meter*	\$ 97.16
Reinstallation of meter	No Charge
Installation or removal of locking device-first occurrence*	\$ 60.73
Installation or removal of locking device-second occurrence*	\$ 91.06
Installation or removal of locking device-third occurrence *	\$ 182.13
Repair of breakage/damage to locking mechanism (curb stops, etc.)	Parts and Labor
Service off water at main or reinstating service	Parts and Labor

G. Other Additional Charges

Decreasing or increasing size of meter	Parts and Labor
Removal of meter during construction	\$ 150.00
Loss of meter (replacement cost)	\$230-\$710
 Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice.	 \$ 121.41
Backflow assembly test/repair (Contract services)	Parts and Labor
Damage or Repair to Water Utility	Actual time and material
Water Model for Development (Developments of 20 plus lots, development of industrial or commercial higher elevation developments and/or as determined necessary by Public Works)	\$ 2,080.80

H. Testing Water Meters at Customer/Owner's Request

Testing on premises (5/8" x 3/4", 3/4", 1")*	\$ 97.16
Removal of meter for testing (5/8" x 3/4", 1")*	\$ 303.56
Testing of meters larger than 1"	Parts and Labor

I. Backflow Prevention Device Test Fee

Initial test fee per assembly – Sherwood will perform the initial test of all commercial premises assemblies, dedicated irrigation service assemblies and fire line services assemblies. All subsequent tests are the responsibility of the owner, to be done annually by a State Certified Backflow Tester of their choice. (Service on and off for non-compliance of annual testing and reporting, see Account Activation/De-Activation.)*	\$ 121.41
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**SECTION 6
UTILITY CHARGES FOR SERVICE**

J. Water Service/Meter Installation Services*

Drop-In Service: An existing condition where developers of a residential subdivision or commercial complex has installed water service to each serviceable and buildable lot in accordance with City specifications.

Dig-In Service: Condition where the City or its contractor must physically tap into a mainline to extend water service to the property. Meter installation over 2" will be installed at a time and materials rate by city staff or

<u>Meter Size</u>	<u>Drop-In Service</u>	<u>Dig-In Service</u>
5/8" – 3/4"	\$ 437.12	\$ 2,543.78
3/4"	\$ 437.12	\$ 2,543.78
1"	\$ 886.37	\$ 2,993.04
1.5"	\$ 2,243.80	\$ 5,196.83
2"	\$ 3,703.36	\$ 6,678.20
3"	\$ 7,406.70	n/a
4"	\$ 9,628.73	n/a

K. Un-Authorized Water Hook Up*

Un-authorized water hook up	\$ 161.73
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L. Re-Inspection Fees (Sanitary, Street, Storm, Water, and Broadband)

Sanitary Sewer Interceptor Program – FOG

Includes Maintenance Bonds

First re-inspection	\$ 56.29
Re-inspection fee after the first	\$ 112.58
All subsequent re-inspection fees	\$ 168.87

M. Usage of Meter Key

Deposit refundable with key return	\$ 25.00
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N. Water Use Restriction - Penalties*

First notice of violation	\$ 119.51
Second notice of violation	\$ 363.41
Third notice of violation	\$ 609.50

**SECTION 6
UTILITY CHARGES FOR SERVICE**

O. Sanitary Rates - Residential

See appendix A for fees collected on behalf of CWS

Sherwood sewer utility user base rate per EDU *	\$	6.31
Sherwood sewer utility usage rate per CCF*	\$	0.39
Damage or Repair to Sewer Utility		Actual time and material
Illegal Discharge to Sewer Utility		Actual time and material

O.1 Sanitary Rates - Commercial

See appendix A for fees collected on behalf of CWS

Sherwood sewer utility user base rate per EDU *	\$	7.71
Sherwood sewer utility usage rate per CCF*	\$	0.47
Damage or Repair to Sewer Utility		Actual time and material
Illegal Discharge to Sewer Utility		Actual time and material

P. Storm Rates

See appendix A for fees collected on behalf of CWS

Sherwood storm water utility user rate per ESU*	\$	16.51
Damage or Repair to Storm Utility		

Q. Street Fees

		<u>Street Maintenance</u>		<u>Street Light</u>		<u>Sidewalk Repair</u>		<u>Safe/New Sidewalks</u>
Single family residential *	\$	2.42	\$	2.82	\$	0.62	\$	0.83
Monthly per Account								
Multi Family *	\$	2.42	\$	2.82	\$	0.62	\$	0.83
Monthly per EDU								
Non – residential/Commercial *	\$	2.42	\$	0.79	\$	0.21		N/A
Monthly per ESU								

**SECTION 6
UTILITY CHARGES FOR SERVICE**

R. Broadband

	<u>Monthly Rate</u>	
<u>Residential - Standard Rates</u>		
Residential Internet - 100mb	\$ 30.00	
Residential Internet - 250mb <i>Surfer</i>	\$ 40.00	
Residential Internet - 1gb <i>Streamer</i>	\$ 60.00	
Residential Internet - 2gb with Wi-Fi Pro Enthusiast	\$ 80.00	
Residential Internet - 5gb with Wi-Fi ___33 Pro <i>Gamer</i>	\$ 100.00	
Rural Residential - Added to standard rates	\$ 20.00	
 <u>Misc Rates and Fees</u>		
Wi-Fi Pro Add-on	\$ 15.00	
Router Rental	\$ 10.00	
Additional Mesh for WiFi-Pro	\$ 10.00	
Premium Router	\$ 10.00	
Outdoor WiFi	\$ 15.00	
IQ Suites	\$5 ea or \$7 for two	
Non-Install Fee	\$ 100.00	one time fee
 <u>Business</u>		
Small Business -250mb	\$ 99.00	
Small Business - 500mb	\$ 175.00	
Small Business - 1gb	\$ 250.00	
Small Business - 5gb with WiFi-Pro	\$ 400.00	
Government Internet - 1gb	\$ 250.00	
Government Point to Point - 1gb	\$ 250.00	
IP Addresses	\$ 10.00	
 Damage or Repair to Broadband Utility		 Actual time and material

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

Rate increases for System Development Charges (SDC) determined calculations set by Resolution 2018-49

A. Water SDC

<u>Meter Size</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Administrative Charge Per Meter</u>
5/8-3/4"	\$ 2,875.10	\$ 7,424.48	\$ 129.65
3/4"	\$ 4,312.05	\$ 11,137.90	\$ 193.91
1"	\$ 7,187.15	\$ 18,562.37	\$ 323.56
1-1/2"	\$ 14,373.12	\$ 37,124.74	\$ 647.12
2"	\$ 22,997.22	\$ 59,400.53	\$ 1,034.94
3"	\$ 50,306.49	\$ 129,937.78	\$ 2,263.78
4"	\$ 86,239.87	\$ 222,750.82	\$ 3,880.44
6"	\$ 179,665.71	\$ 464,064.01	\$ 8,084.44
8"	\$ 258,719.62	\$ 668,252.46	\$ 11,641.32

Exception: There is no System Development Charge (reimbursement of improvement fee) to upgrade from 5/8" – 3/4" to a 3/4" or 1" when the sole purpose is a residential fire sprinkler system.

Fire flow sprinkler buildings only

\$3,743.21

B. Sewer SDC

UGB Minus Brookman and Tonquin Employment Area

<u>Use Type</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Flow Count</u>
Single family residence	\$ 1,006.35	\$ 53.75	1 EDU
Two family residence (duplex)	\$ 1,006.35	\$ 53.75	1 EDU
Manufactured home/ single lot	\$ 1,006.35	\$ 53.75	1 EDU
Manufactured home parks	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Multi-family residential	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Commercial	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Industrial	\$ 1,006.35	\$ 53.75	based on Engineer estimate
Institutional uses	\$ 1,006.35	\$ 53.75	based on Engineer estimate

1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)

Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU

See appendix A for SDC's collected on behalf of CWS

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

B. Sewer SDC (continued)

Brookman Area

<u>Use Type</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Flow Count</u>
Single family residence	\$ 1,327.58	\$ 1,120.47	1 EDU
Two family residence (duplex)	\$ 1,327.58	\$ 1,120.47	1 EDU
Manufactured home/ single lot	\$ 1,327.58	\$ 1,120.47	1 EDU
Manufactured home parks	\$ 1,327.58	\$ 1,120.47	based on Engineer estimate
Multi-family residential	\$ 1,327.58	\$ 1,120.47	based on Engineer estimate
Commercial	\$ 1,327.58	\$ 1,120.47	based on Engineer estimate
Industrial	\$ 1,327.58	\$ 1,120.47	based on Engineer estimate
Institutional uses	\$ 1,327.58	\$ 1,120.47	based on Engineer estimate

*1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)
Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU
See appendix A for SDC's collected on behalf of CWS*

Tonquin Employment Area

<u>Use Type</u>	<u>Reimbursement Charge</u>	<u>Improvement Charge</u>	<u>Flow Count</u>
Single family residence	\$ 980.72	\$ 1,101.93	1 EDU
Two family residence (duplex)	\$ 980.72	\$ 1,101.93	1 EDU
Manufactured home/ single lot	\$ 980.72	\$ 1,101.93	1 EDU
Manufactured home parks	\$ 980.72	\$ 1,101.93	based on Engineer estimate
Multi-family residential	\$ 980.72	\$ 1,101.93	based on Engineer estimate
Commercial	\$ 980.72	\$ 1,101.93	based on Engineer estimate
Industrial	\$ 980.72	\$ 1,101.93	based on Engineer estimate
Institutional uses	\$ 980.72	\$ 1,101.93	based on Engineer estimate

*1 Equivalent Dwelling Unit (EDU) = 150 gallons per day (gpd)
Engineers Estimate is calculated from facility design flow divided by 150 gpd per EDU
See appendix A for SDC's collected on behalf of CWS*

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

C. Storm SDC

Clean Water Services Storm SDC

Regional Storm Drainage Improvement Charge

Water quantity per ESU (SDC set by CWS)	\$	390.50
Water quality per ESU (SDC set by CWS)	\$	319.50
Total Storm Water SDC	\$	710.00

One equivalent service unit (ESU) equals 2,640 square feet.

City of Sherwood Storm SDC:

<u>Reimbursement</u>	<u>Improvement</u>	<u>Administrative Charge</u>
<u>Charge</u>	<u>Charge</u>	<u>Per Meter</u>

Per ESU	\$	240.86	\$	1,442.86	\$	41.30
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One equivalent service unit (ESU) equals 2,640 square feet.

D. Parks SDC

Parks and Recreation

Improvement Rate

Single family dwelling	\$	17,707.51
Multi-family dwelling	\$	10,992.67
Manufactured home	\$	11,361.06
Accessory Dwelling Unit	\$	6,197.68
Non – residential	\$	676.57
Filing fee to challenge expenditures of Parks SDC's	\$	55.76

(Refundable if challenge is successful)

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC

Washington County Transportation Development Tax (TDT)

Reference Washington County for fees - <http://www.co.washington.or.us/>

City of Sherwood Street SDC:

The following charges are calculated by multiplying trip generation by the following:

Residential Transportation SDC

	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Single Family – detached	210	\$ 2,316.27	dwelling unit
Accessory Dwelling Unit (Detached)	212	\$ 2,316.27	dwelling unit
Accessory Dwelling Unit (Attached)	214	\$ 1,201.55	dwelling unit
Apartment	220	\$ 1,593.16	dwelling unit
Residential Condominium/Townhouse	230	\$ 1,385.73	dwelling unit
Mobile Home Park	240	\$ 1,201.33	dwelling unit
Assisted Living	254	\$ 628.04	bed
Continuing Care Retirement	255	\$ 560.33	unit
Recreation Home	260	\$ 762.02	dwelling unit

Recreational Transportation SDC

	<u>Code</u>	<u>Fee</u>	<u>Type</u>
City Park	411	\$ 1,502.42	acre
Regional Park	417	\$ 1,222.96	acre
Multipurpose Recreation/Arcade	435	\$ 8,771.04	thousand sq ft gross floor area
Movie Theater w/o Matinee	443	\$ 62,661.96	screen
Movie Theater w/Matinee	444	\$ 94,840.63	screen
Amusement/Theme Park	480	\$ 25,555.39	acre
Soccer Complex	488	\$ 17,480.11	field
Racquet/Tennis Club	491	\$ 8,737.91	court
Health/Fitness Club	492	\$ 7,429.95	thousand square ft gross floor area
Recreation/Community Center	495	\$ 6,715.46	thousand square ft gross floor area

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC (continued)

Institutional/Medical Transportation SDC

	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Elementary School (Public)	520	\$ 187.25	student
Middle/Junior High School (Public)	522	\$ 234.78	student
High School (Public)	530	\$ 247.78	student
Private School (K – 12)	536	\$ 357.24	Student
Junior/Community College	540	\$ 5,247.62	thousand square ft gross floor area
University/College	550	\$ 419.18	student
Church	560	\$ 3,239.62	thousand square ft gross floor area
Day Care Center/Preschool	565	\$ 262.18	student
Library	590	\$ 12,365.02	thousand square ft gross floor area
Hospital	610	\$ 2,801.71	bed
Nursing Home	620	\$ 638.11	bed
Clinic	630	\$ 6,822.09	thousand square ft gross floor area

Commercial/Services SDC

	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Hotel	310	\$ 1,924.49	Room
Motel	320	\$ 1,379.96	Room
Building Materials/Lumber Store	812	\$ 10,568.73	thousand square ft gross floor area
Free-Standing Discount Superstore	813	\$ 9,425.00	thousand square ft gross floor area
Variety Store	814	\$ 7,491.89	thousand square ft gross floor area
Free-Standing Discount Store	815	\$ 6,914.26	thousand square ft gross floor area
Hardware/Paint Store	816	\$ 6,349.60	thousand square ft gross floor area

Commercial/Services SDC (continued)

	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Nursery (Garden Center)	817	\$ 20,304.88	thousand square ft gross floor area
Shopping Center	820	\$ 5,067.60	thousand sq ft gross leasable area
Factory Outlet	823	\$ 7,005.00	thousand square ft gross floor area
Specialty Retail Center	826	\$ 9,945.02	thousand square ft gross floor area
New Car Sales	841	\$ 7,172.11	thousand square ft gross floor area
Automobile Parts Sales	843	\$ 6,675.15	thousand square ft gross floor area
Tire Store	848	\$ 4,186.00	thousand square ft gross floor area
Tire Superstore	849	\$ 3,362.04	thousand square ft gross floor area
Supermarket	850	\$ 11,601.55	thousand square ft gross floor area
Convenience Market (24 Hour)	851	\$ 60,479.62	thousand square ft gross floor area
Convenience Market w/Fuel Pump	853	\$ 35,120.14	vehicle fueling position
Discount Club	861	\$ 10,377.15	thousand square ft gross floor area
Home Improvement Superstore	862	\$ 4,099.60	thousand square ft gross floor area
Electronics Superstore	863	\$ 11,036.89	thousand square ft gross floor area

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC (continued)

Pharmacy/Drugstore w/o Drive-Up	880	\$ 9,342.89	thousand square ft gross floor area
Pharmacy/Drugstore w/Drive-Up	881	\$ 9,024.55	thousand square ft gross floor area
Furniture Store	890	\$ 447.98	thousand square ft gross floor area
Bank/Savings w/Drive-Up	912	\$ 8,219.33	thousand square ft gross floor area
Quality Restaurant	931	\$ 9,168.60	thousand square ft gross floor area
High Turnover (Sit Down) Restaurant	932	\$ 12,886.44	thousand square ft gross floor area
Fast Food Restaurant w/o Drive-Up	933	\$ 25,141.99	thousand square ft gross floor area
Fast Food Restaurant w/Drive-Up	934	\$ 53,683.49	thousand square ft gross floor area
Drinking Place/Bar	936	\$ 37,956.43	thousand square ft gross floor area
Coffee/Donut Shop w/Drive-Up	937	\$ 82,132.77	thousand square ft gross floor area
Coffee/Kiosk	938	\$ 74,985.17	thousand square ft gross floor area
Quick Lubrication Vehicle Shop	941	\$ 12,717.93	service stall
Automobile Care Center	942	\$ 7,620.09	thousand sq ft gross leasable area
Gasoline/Service Station	944	\$ 14,456.57	vehicle fueling position
Gasoline/Service Station w/Convenience Market	945	\$ 5,097.84	vehicle fueling position
Gasoline/Service Station w/Convenience Market and Car Wash	946	\$ 8,946.77	vehicle fueling position

Office SDC

	<u>Code</u>	<u>Fee</u>	<u>Type</u>
General Office Building	710	\$ 2,052.69	thousand square ft gross floor area
Corporate Headquarters Building	714	\$ 1,954.73	thousand square ft gross floor area
Single Tenant Office Building	715	\$ 2,855.02	thousand square ft gross floor area
Medical/Dental Office Building	720	\$ 6,692.44	thousand square ft gross floor area
Government Office Building	730	\$ 16,890.97	thousand square ft gross floor area
State Motor Vehicles Department	731	\$ 29,626.19	thousand square ft gross floor area
Us Post Office	732	\$ 21,650.30	thousand square ft gross floor area
Office Park	750	\$ 2,082.93	thousand square ft gross floor area
Research And Development Center	760	\$ 1,525.44	thousand square ft gross floor area
Business Park	770	\$ 2,311.98	thousand square ft gross floor area

**SECTION 7
SYSTEM DEVELOPMENT CHARGES**

E. Street SDC (continued)

<u>Port/Industrial</u>	<u>Code</u>	<u>Fee</u>	<u>Type</u>
Truck Terminals	30	\$ 15,319.40	acre
Park And Ride Lot w/Bus Service	90	\$ 1,103.38	parking space
Light Rail Transit Station w/Parking	93	\$ 615.09	parking space
General Light Industrial	110	\$ 1,290.67	thousand square ft gross floor area
General Heavy Industrial	120	\$ 367.31	thousand square ft gross floor area
Industrial Park	130	\$ 1,307.95	thousand square ft gross floor area
Manufacturing	140	\$ 741.84	thousand square ft gross floor area
Warehouse	150	\$ 694.31	thousand square ft gross floor area
Mini-Warehouse	151	\$ 581.96	thousand square ft gross floor area
Data Center	160	\$ 243.44	thousand square ft gross floor area
Utilities (Private)	170	\$ 1,862.51	thousand square ft gross floor area

**SECTION 8
ENGINEERING CHARGES FOR SERVICE**

A. Public Improvement Plans, Reviews, and Inspections (Subdivisions, Site Plans, Partitions)

Plan Review – 4% of Construction Cost for public infrastructure and non-proprietary on-site storm water treatment and detention systems (Fees due at plan review submittal. Fee based on engineer’s construction cost estimate. If estimate changes during the course of review, any balance or credit due will be payable at the time of the Compliance Agreement) includes review of the following:

- Water
- Street
- Grading
- Sewer
- Erosion Control
- Storm (on-site detention and non-proprietary treatment systems)
- Broadband

Inspections – 5% of Construction Costs for public infrastructure and non-proprietary on-site storm water treatment and detention system (Fees payable at the time the Compliance Agreement is signed). Includes inspection of the following for which permits were obtained:

- Water
- Street
- Grading
- Sewer
- Erosion Control
- Storm (on-site detention and non-proprietary treatment systems)
- Broadband

B. No Public Improvement; Subdivision Plan Reviews and Inspections

Plan Review Fee	Time and Materials
Inspection Fee	Time and Materials
Television Line Service Review	Time and Materials

**SECTION 8
ENGINEERING CHARGES FOR SERVICE**

C. Miscellaneous Fees

Addressing Fees		
Single - five (5) digit address	\$	74.33 lot
0 to 10 - Suite Numbers	\$	28.15 per suite
11 to 20 -Suite Numbers	\$	281.50 plus \$15 per suite
21 and up Suite Numbers	\$	434.50 plus \$10 per suite
Plans and Specifications for capital projects		varies by project - see photocopying fee schedule
Traffic and street signs (Includes post, sign, hardware, and labor to install)*	\$	303.56 per sign
Street Trees	\$	220.82 per tree
Pre-submittal Consultation (consultation of projects prior to the submittal of a land use application, requiring more than 2 hours of staff time or on-call consultant services) <i>(Applicant pays 100% of actual expenses including staff time, if an application is submitted these fees will be credited against the plan review fees)</i>	\$	530.60 Deposit
In-Lieu of Fee – Fiber Optic Conduit Installation	\$	49.68 per linear ft
In-Lieu of Fee – Vault Placement	\$	772.85 per vault
Right of Way Permit Fees		
ROW Small Wireless Facility Permit	\$	938.47 per facility
ROW Construction Permit (for other than small wireless facilities)	\$	168.92 per permit
Inspection fee	\$	168.92 or 4% of project estimate, whichever is greater
ROW Use Permit	\$	27.60
Design and construction standards	\$	55.20 on paper
Design and construction standards	\$	27.60 per CD
As-Built Requests	\$	27.60 per subdivision
As-Built Requests electronic media	\$	27.60 per cd
Reimbursement District formation (applicant pays 100% of actual costs including staff time)	\$	530.60 deposit
Reinspection Fee (same as Building Department reinspection fee) *3rd+ inspection of same issue	\$	101.97 per request

**SECTION 8
ENGINEERING CHARGES FOR SERVICE**

D. Grading and Erosion Control Fees

Grading Fees - Non Single Family Residential

Cubic yards		
0 to 100	\$	75.78 minimum fee
101 to 1,000	\$	75.78 first 100 yards plus additional fee below
	\$	11.67 for each additional 100 yards or fraction thereof
1,001 to 10,000	\$	180.80 minimum fee
	\$	16.24 first 100 yards plus additional fee below
10,001 to 100,000	\$	326.94 for each additional 100 yards or fraction thereof
	\$	81.18 minimum fee
100,001 +	\$	1,057.58 first 100 yards plus additional fee below
	\$	39.51 for each additional 100 yards or fraction thereof
Grading plan review fee		85% of the grading permit fee

Erosion Control Fees - Non-Single Family Residential

Erosion Control Inspection Fee		
0 to 1 Acre	\$	248.96
1 Acre and up	\$	248.96 minimum fee
	\$	53.04 per acre or fraction thereof over 1 acre
Erosion Control Plan Review Fee		65% of the erosion control inspection fee

Grading and Erosion Control Fees - Single Family Residential

Single Family Residential		<u>Plan Check</u>
>1000 feet disturbance, existing development	\$	75.78
New development	\$	75.78
Single Family Residential		<u>Inspection</u>
>1000 feet disturbance, existing development	\$	113.65
New development	\$	319.32

E. Vacations (Public right-of-way and easements)

Deposit plus staff time (See Section 1)		
<i>(Applicant pays 100% of actual expenses including staff time)</i>	\$	4,329.73

**SECTION 9
PLANNING**

A. Annexations

Applicant pays 100% of actual expenses including staff time.	\$	7,500.00	Deposit
Any balance owing is due within 30 days from the final annexation invoice date.			

B. Appeals

Type I or II actions (ORS 227.175) 10 (b)	\$	250.00	
Type III or IV actions		50%	of original fee(s)
Expedited and middle housing Land Division	\$	300.00	

C. Conditional Use Permit

Conditional use permit without concurrent type III or IV application*	\$	5,032.52	
Conditional use permit with concurrent type III or IV application*	\$	2,515.66	

D. Land Divisions / Adjustments

Lot line adjustment*	\$	902.29	
Minor land partition*	\$	2,366.44	
Expedited and middle housing minor partition (added to the cost of the partition application)*	\$	668.04	
Final plat processing (minor land partition)*	\$	668.04	
Subdivision*	\$	7,555.37	Flat fee+add'l lot fee
	\$	23.80	per lot
Expedited and middle housing subdivision (Added to the cost of the subdivision application)*	\$	2,677.01	
Final plat processing (Subdivision)*	\$	1,338.51	

E. Other Fees

Chickens in residential zones	\$	58.00	
Consultant as needed			actual costs
Community Development Code Plan Check (payable at time of building permit submittal)			
Residential permits*	\$	127.87	
ADUs Accessory Dwelling Units*	\$	127.87	
Commercial, Industrial, Multi-Family Permits*	\$	803.09	
(Final Site Plan Review fee, if a final site plan review is not required this fee is not charged)			
Design review team consultations/recommendations			staff time (see section 1)
Interpretive decisions by the Director*	\$	400.35	
Land Use Compatibility Statement (LUCS) sign-off	\$	300.00	
Medical Marijuana Facility Special Use Permit*	\$	328.06	plus notification fee

**SECTION 9
PLANNING**

E. Other Fees (continued)

Other Fees - Continued

Non-conforming use modification*	\$	1,214.21	
Modification to application in review	\$	578.00	
<i>(If modified after the application is deemed complete and the modification is needed to adequately review the app.)</i>			
Other land use action			
Administrative*	\$	334.63	
Hearing required and/or use of Hearings Officer*	\$	2,886.97	
Outdoor Seating Permit	\$	173.25	
Annual Renewal		No charge	
Planning Re-inspection fee*	\$	71.46	each after 1st
Postponement/continuance hearings	\$	347.00	
<i>(If applicant request is after notice has been published and/or staff report prepared)</i>			
Pre-application conference	\$	400.00	
Pre-application conference (Type III and above)	\$	600.00	
Publication/distribution of Notice Type II	\$	400.00	
Publication/distribution of Notice Type III, IV and V	\$	600.00	
Home Occupation Review of initial application (Class A)	\$	58.00	
Home Occupation Review of renewal application (Class A)	\$	29.00	
Zone verification letter	\$	300.00	

F. Trees

Tree mitigation inspection	\$	69.00	each after 1st
Street Tree Removal Permit	\$	35.00	1st tree
	\$	15.00	each add'l tree
Removal of more than 6 trees or 10% on private property	\$	120.00	

G. Planned Unit Development (PUD)

Planned Unit Development (PUD) Preliminary*	\$	2,677.01	
Planned Unit Development (PUD) - Final			
<i>(Plus appropriate application fees (i.e. subdivisions, site plan, town-homes, etc.)</i>			

**SECTION 9
PLANNING**

H. Refunds

Refund if application is withdrawn prior to 30 day completeness	75%
Refund if withdrawn prior to public notice	50%
Refund if withdrawn prior to staff report	25%

I. Signage

Permanent signs on private property	\$	245.00	First 32 sq ft
<i>(Excludes Home Occupation Signage)</i>	\$	1.25	each add'l sq ft of sign face
Banner signs – one month period	\$	173.00	
Temporary portable sign violation			
First offense			No fine; collected and marked
Second offense	\$	50.00	per sign
Third offense	\$	100.00	per sign

J. Site Plan Review

building area)(Including Town-Homes, excluding projects in Old Town)*.	\$	7,555.37	
Final site plan review (Type III and IV) (Due at the time of Building Permit submittal)*	\$	787.35	
Site plan review (Type II)*	\$	2,459.42	
Minor modification to approved Site Plan*	\$	334.63	
Major modification to approved Site Plan, Type II*	\$	1,226.16	
Major modification to approved Site Plan, Type III or IV*	\$	2,944.70	
Old Town overlay review*	\$	303.55	added to application

All uses excluding Single-Family detached dwellings.

Application fee for Old Town projects is the application fee based on size of the project plus the Old Town Overlay review fee.

K. Temporary Uses

Administrative	\$	387.00
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L. Time Extension to Approval

No hearing required	\$	173.00
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**SECTION 9
PLANNING**

M. Variance

Adjustment - <i>(Per lot and per standard to be varied) *</i>	\$	60.94
Class A Variance - <i>(Per lot and per standard to be varied) *</i>	\$	5,032.52
Class B Variance - <i>(Per lot and per standard to be varied) *</i>	\$	1,338.51
Type II Transportation Facility Modification (per standard)	\$	2,230.00

N. Zone Amendments

Text amendment*	\$	6,471.43
Map amendment*	\$	6,471.43

O. Residential Design

	<u>Flat Fee</u>		<u>Per Lot</u>		<u>Total Fee</u>
Residential Design Checklist Review w/no adjustments to standards	\$	165.37		\$	165.37
Residential Design Checklist with Adjustment (Per lot and per standard to be varied)	\$	165.37	\$	65.03	\$ 230.40
Residential Design Checklist with Type B Variance (Per lot and per standard to be varied)	\$	165.37	\$	1,428.25	\$ 1,593.62
Residential Design Checklist with Type A Variance (Per lot and per standard to be varied)	\$	165.37	\$	5,369.91	\$ 5,535.28

P. Technology Fee

Technology Fee	5%	of permit fee
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**SECTION 10
BUILDING**

A. Building Permits

Values are determined by the applicants total estimated value of the work which includes labor and materials, and/or are based on the most current Building Valuation Data as of April 1 annually, without state-specific modifiers,

Residential

Total Valuation Amount		
1 - 500	\$	84.17 minimum fee
501 – 2,000	\$	84.17 the first \$500
	\$	1.38 each additional \$100 or fraction thereof, up to and including \$2,000)
2,001 – 25,000	\$	104.87 the first \$2,000
	\$	11.06 each additional \$1,000 or fraction thereof, up to and including \$25,000)
25,001 – 50,000	\$	359.25 the first \$25,000
	\$	8.65 each additional \$1,000 or fraction thereof, up to and including \$50,000)
50,001 – 100,000	\$	575.50 the first \$50,000
	\$	5.53 each additional \$1,000 or fraction thereof, up to and including \$100,000)
100,001 and up	\$	852.00 the first \$100,000
	\$	4.84 each additional \$1,000 or fraction thereof over \$100,00)

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

Commercial, Industrial and Multi-Family

Total Valuation Amount		
1 - 500	\$	84.17 minimum fee
501 – 2,000	\$	84.17 the first \$500
	\$	2.10 each additional \$100 or fraction thereof, up to and including \$2,000)
2,001 – 25,000	\$	115.67 the first \$2,000
	\$	11.06 each additional \$1,000 or fraction thereof, up to and including \$25,000)
25,001 – 50,000	\$	370.05 the first \$25,000
	\$	9.33 each additional \$1,000 or fraction thereof, up to and including \$50,000)
50,001 – 100,000	\$	603.30 the first \$50,000
	\$	6.92 each additional \$1,000 or fraction thereof, up to and including \$100,000)
100,001 and up	\$	949.30 the first \$100,000
	\$	4.84 each additional \$1,000 or fraction thereof over \$100,00)

B. Plan Review Fees - Building Permit

Plan review Fee	85%	of building permit fee
Fire and life safety plan review fee (when required)	60%	of building permit fee
Permit ready plans, without modification	60%	of building permit fee
Permit ready plans, with modification	70%	of building permit fee
One and two-family dwellings exempt from plan review (ORS 455.628)	60%	of building permit fee

C. Phased Permit - Plan Review (When approved by the Building Official)

The Plan review fee for a phased project is in addition to standard plan review fees and is based on a minimum phasing fee, plus 10% of the total project building permit fee, not to exceed \$1,500 for each phase pursuant to the authority of OAR 918-050-0160

Commercial, Industrial, Multi-Family	\$	250.00 Minimum Fee
Residential and Manufactured Dwellings	\$	150.00 Minimum Fee

**SECTION 10
BUILDING**

D. Deferred Submittals (When approved by the Building Official)

The fee for processing deferred submittals and reviewing deferred plan submittals shall be an amount equal to 65% of the permit fee calculated according to OAR 918-050-0170 using the value of the particular deferred portion or portions of the project, with a set minimum fee. This fee is in addition to the project plan review fee based on the total project value.

Commercial, Industrial, Multi-Family	\$	300.00	Minimum Fee
Residential and Manufactured Dwellings	\$	200.00	Minimum Fee

E. Fire Suppression

Residential

Continuous Loop/Multipurpose (Plumbing permit) and Standalone Systems (Structural permit) - fee includes plan review fee

Total Square Footage (including Garage)

0 to 2,000	\$	128.40
2,001 to 3,600	\$	192.61
3,601 to 7,200	\$	321.01
7,201 and greater	\$	385.22

Commercial - Alarms/Sprinklers

See Commercial, Industrial, and Multi-Family Fee table by valuation

Separate electrical permit application through Washington County may also be required.

F. Solar Photovoltaic System Installation – Structural Only

Electrical permits are also required through Washington County

Solar Photovoltaic (PV) installations that comply with the prescriptive path system described in the Oregon Structural Specialty Code.	\$	169.76
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Solar Permit - Non-Prescriptive Path System: Includes solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.

Structural Fees by valuation

**SECTION 10
BUILDING**

G. Mechanical Permits - Residential

Residential

Minimum Fee	\$ 84.17	
Mechanical Plan Review - Residential	50%	of mechanical permit fee (when required)
<i>See also Appendix A for applicable state fees.</i>		
Air conditioner	\$ 26.98	
Air handling unit of up to 10,000 cfm	\$ 20.26	includes ductwork
Air handling unit greater than 10,000 cfm	\$ 34.12	includes ductwork
Appliance vent installation relocation or replacement not included in an appliance permit	\$ 13.47	
Attic/crawl space fans	\$ 20.26	
Chimney/liner/flue/vent	\$ 26.98	
Clothes dryer exhaust	\$ 13.47	
Decorative gas fireplace	\$ 26.98	includes vent
Ductwork – no appliance/fixture	\$ 13.47	
Evaporative cooler other than portable	\$ 26.98	
Floor furnace, including vent	\$ 26.98	
Flue vent for water heater or gas fireplace	\$ 13.47	
Furnace - up to 100,000 BTU	\$ 26.98	
Furnace - greater than 100,000 BTU	\$ 49.43	
Furnace/burner including duct work/vent/liner	\$ 26.98	
Gas or wood fireplace/insert	\$ 26.98	includes vent
Gas fuel piping outlets (up to four outlets)	\$ 8.99	
Gas fuel piping outlets (over four outlets, per each)	\$ 2.29	
Heat pump	\$ 26.98	includes ductwork and vents
Hood served by mechanical exhaust, including ducts for hood	\$ 20.26	
Hydronic hot water system	\$ 26.98	
Installation or relocation domestic-type incinerator	\$ 33.66	
Mini split system	\$ 26.98	includes ductwork and vents
Oil tank/gas/diesel generators	\$ 26.98	
Pool or spa heater, kiln	\$ 26.98	
Radon mitigation	\$ 20.26	
Range hood/other kitchen equipment	\$ 20.26	includes ductwork
Suspended heater, recessed wall heater, or floor mounted unit heater	\$ 26.98	
Ventilation fan connected to single duct	\$ 13.47	
Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$ 20.26	
Water heater	\$ 26.98	includes vent
Wood/pellet stove	\$ 26.98	includes vent
Other heating/cooling	\$ 26.98	
Other fuel appliance	\$ 26.98	
Other environment exhaust/ventilation	\$ 20.26	

**SECTION 10
BUILDING**

Commercial, Industrial, and Multi-Family

Based on the total value of mechanical materials, equipment, installation, overhead and profit.

Plan review fee – Commercial	50%	of Mechanical permit fee
Mechanical Permit Fee		Based on total valuation Amount
0 - 500	\$ 84.17	minimum fee
500.01 - 5,000	\$ 84.17	Plus additional below
	\$ 3.47	each add'l \$100 or fraction thereof between \$500.01 and \$5,000
5,000.01 - 10,000	\$ 240.32	for the first 5,000 plus additional below
	\$ 4.16	each add'l \$100 or fraction thereof, between \$5,000.01 and \$10,000
10,000.01 - 100,000	\$ 448.32	for the first 10,000 plus additional below
	\$ 11.07	each add'l \$1,000 or fraction thereof, between \$10,000.01 and \$100,000
100,000.01 and up	\$ 1,444.62	for the first 100,000 plus additional below
	\$ 5.54	each add'l \$1,000 or fraction thereof over \$100,000

See appendix A for additional fees collected on behalf of the Sherwood School District, State of Oregon, and Metro.

H. Plumbing Permits

New One and Two Family Dwellings

Includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include piping, gutters downspouts, and perimeter system and are based on the number of bathrooms. Half bath counted as whole.

One Bathroom	\$ 352.59
Two Bathrooms	\$ 435.56
Three Bathrooms	\$ 518.52
Additional Kitchen or Bathroom	\$ 214.33

**SECTION 10
BUILDING**

Residential, Commercial, Industrial, and Multi-Family.

Based on the number of fixtures, appurtenances and piping with a set minimum fee. See also Appendix A for applicable state fees.

Minimum Fee	\$	84.17	
Plumbing Plan Review - Residential		50%	of plumbing permit fee (when required)
Manufactured Dwelling Utility Connection	\$	41.48	each
Absorption valve	\$	20.74	each
Alternate potable water heating system	\$	20.74	each
Backflow preventer	\$	20.74	each
Backwater valve	\$	20.74	each
Catch basin or area drain	\$	20.74	each
Clothes washer	\$	20.74	each
Dishwasher	\$	20.74	each
Drinking fountain	\$	20.74	each
Trench drain	\$	20.74	each
Ejectors/sump pump	\$	20.74	each
Expansion tank	\$	20.74	each
Fixture cap	\$	20.74	each
Floor drain/floor sink/hub drain	\$	20.74	each
Garbage disposal	\$	20.74	each
Hose bib	\$	20.74	each
Ice maker	\$	20.74	each
Interceptor/grease trap	\$	20.74	each
Manholes	\$	20.74	each
Primer	\$	20.74	each
Roof drain	\$	20.74	each
Septic abandonment	\$	20.74	each
Sink/basin/lavatory	\$	20.74	each
Stormwater retention/detention tank/facility	\$	20.74	each
Swimming pool piping	\$	20.74	each
Tub/shower/shower pan	\$	20.74	each
Urinal	\$	20.74	each
Water closet	\$	20.74	each
Water heater	\$	20.74	each
Other Fixture or Item	\$	20.74	each
Water lines, Sanitary Sewer lines, Storm Sewer/ Footing lines (first 100 feet)	\$	69.13	
Water lines, Sanitary Sewer lines, Storm Sewer/ Footing lines (over 100 feet)	\$	38.04	each additional 100 ft.

See appendix A for surcharge collected on behalf of the State.

**SECTION 10
BUILDING**

I. Medical Gas Permits – Commercial Plumbing

Based on the total value of installation costs and system equipment as applied to the following fee matrix.

See also Appendix A for applicable state fees.

Plan review fee – Commercial	50%	of plumbing permit fee
Plumbing Permit Fee		Based on total valuation Amount
0 - 500	\$ 120.23	minimum fee
500.01 - 5,000	\$ 120.23	Plus additional below
	\$ 2.40	each additional \$100 or fraction thereof between \$500.01 and \$5,000
5,000.01 - 10,000	\$ 228.23	for the first 5,000 plus additional below
	\$ 3.61	each additional \$100 or fraction thereof, between \$5,000.01 and \$10,000
10,000.01 - 50,000	\$ 408.73	for the first 10,000 plus additional below
	\$ 11.42	each additional \$1,000 or fraction thereof, between \$10,000.01 and \$50,000
50,000.01 - 100,000	\$ 865.53	for the first 50,000 plus additional below
	\$ 13.23	each additional \$1,000 or fraction thereof, between \$50,000.01 and \$100,000
100,000.01 and up	\$ 1,527.03	for the first 100,000 plus additional below
	\$ 8.42	each additional \$1,000 or fraction thereof over \$100,000

J. Structural Demolition Permits - Not subject to state surcharge

Residential	\$ 257.91
Commercial	\$ 378.73

K. Manufactured Dwelling Installation Permits

Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder, plumbing connections, all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.

Manufactured home set up and installation fee	\$ 446.07	
Site Plan Review		Residential Rate per Section 9.(E)
Manufactured Dwelling or Cabana Installation		<i>See Appendix A for applicable state fees.</i>

L. Area Development Permit (ADP) - Manufactured Dwelling/Recreational Vehicle Parks

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp - and applying the valuation amount to Table 1 as referenced for each.

Manufactured Dwelling Parks	See Table 2 in OAR 918-600-030
Recreational Vehicle Parks	See Table 2 in OAR 918-650-030
See also Appendix A for applicable state fees.	

**SECTION 10
BUILDING**

M. Electrical Permits – Issued and Inspected by Washington County (503) 846-3470

N. Other Inspections and Fees (Building, Mechanical, Plumbing, Grading and Erosion)

Re-inspection fee	\$ 101.97	per each plus State surcharge
Inspections outside normal business hours (Minimum charge = 2 hours) <i>(when approved by the Building Official)</i>	\$ 101.97	per hour plus State surcharge (Minimum charge = 2 hours)
Inspection for which no fee is specifically indicated (Minimum charge = ½ hour)	\$ 101.97	per hour plus State surcharge (Minimum charge = ½ hour)
Each additional inspection, above allowable - per each (Minimum charge = ½ hour)	\$ 101.97	per each plus State surcharge
Investigation fee	\$ 101.97	per hour to enforce the code, 1 hour minimum.
Additional plan review required for changes, additions or revisions (Min charge = ½ hour)	\$ 101.97	per hour (For changes, additions or revisions)
Re-stamp of lost, stolen or damaged plans	\$ 62.32	per plan set
Application/Permit extensions	\$ 56.65	

(Allowed where an extension has been requested in writing, and approval granted by the Building Official, prior to the original expiration date, provided no changes have been made in the original plans and specifications for such work)

Permit reinstatement fee - percentage of amount required for a new permit or a percentage as determined by the Building Official based on the remaining	50%
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(This fee is for reinstatement of a permit, where a reinstatement request has been made in writing, and approval granted by the Building Official, provided no changes have been made in the original plans and specifications for such work.)

O. Refunds (Building Permit, Mechanical, Plumbing, and Erosion)

Permit refunds	\$ 101.97
Plan review refunds	\$ 101.97

P. Certificate of Occupancy (Valid for 30 days - As determined by the Building Official)

Temporary residential	\$ 200.00	per request
Temporary commercial/industrial	\$ 500.00	per request

Q. Certificate of Occupancy Application Fee (As determined by the Building Official) - when no permits are required

Dissimilar Use or Change in Occupancy Classification (Extensive Code Review)	\$ 350.00	minimum fee, includes 1 hour code review time
	\$ 101.97	per hour for review time greater than 1 hour

R. Technology Fee

Technology Fee	5%	of permit amount, does not apply to System Development Charges, State fees, or other exempted fees.
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S. Community Development Fee

Community Development Fee	5%	of the project valuation
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**APPENDIX A:
FEES CHARGED ON BEHALF OF OTHER AGENCIES**

Note: The fees in this section are set by other jurisdictions and the City has agreed to collect the fee on their behalf. The fees listed are provided as a courtesy and are based on the fees known at the time this fee schedule was adopted. Any changes to the fees imposed by the other jurisdictions may not be reflected in this section.

A. Clean Water Services Fees

The monthly sewer and surface water utility user charges for property within the City and served by Clean Water Services (CWS) of Washington County shall be established by CWS and adopted annually.

Sewer Utility Charges

CWS regional sewer utility user base rate per EDU	\$	31.63
CWS regional sewer utility user franchise fee per EDU	\$	1.58
CWS regional sewer utility usage rate per CCF	\$	2.10
CWS regional sewer utility usage franchise fee per CCF	\$	0.11

Sewer SDC

CWS regional connection charge	\$	7,289.36
Portion retained by the City (3.983%)	\$	290.30
Portion remitted to CWS (96.017%)	\$	6,999.06

Surface Water

CWS regional surface water base rate per ESU	\$	2.93
CWS regional surface water base franchise fee per ESU	\$	0.15

B. State of Oregon – Department of Consumer and Business Services

Fee charged on all building and mechanical permits; as well as commercial plumbing and medical gas permits.

State Surcharge	12%	of Building Permit fee
Manufactured Dwelling or Cabana Installation	\$	30.00

C. Sherwood School District

Fee charged on all building permits.

Residential CET	\$	1.70	per square foot of dwelling
Non-Residential CET	\$	0.85	per square foot maximum of \$41,800

D. Metro

Fee charged on building permits.

METRO CET	0.12%	of the total value of the improvement when it exceeds \$100,000 valuation. Maximum \$12,000
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TO: Sherwood City Council

FROM: Ryan Adams, City Attorney

SUBJECT: Ordinance 2026-004, Amending Sherwood Municipal Code, Chapter 1.10 Public Contracting Rules

ISSUE:

Should the City Council adopt an ordinance updating its procurement code (SMC 1.10)?

BACKGROUND:

Sherwood has its own procurement code in accordance with Oregon law. The code was last updated in May 2023. Because of changing purchase thresholds in Oregon law and regulatory requirements under the Americans with Disabilities Act, an update may be prudent in effort to enhance administrative efficiency and reduce liability.

If adopted, the amendments would raise small procurements to \$25,000 (from \$10,000) and intermediate procurements to \$250,000 (from \$150,000) in accordance with updated state statutes. The amendment would also authorize the City Manager to execute contracts in the small and intermediate procurement class without prior approval by City Council.

Recently, the federal government has updated certain Americans with Disabilities act requirements. The amendment to the code would add a section 1.10.101. This new section would shift ADA compliance requirements to contractors and help insulate the City from liability.

Finally, the amendment would remove an annual staff contract training requirement that is provided by the City Attorney. The training would remain in the code, but would be provided by the City Attorney at the request of the City Manager.

FINANCIAL IMPACTS:

There are no significant financial impacts of the adoption of this ordinance other than the cost of codification.

RECOMMENDATION:

Staff respectfully recommends City Council hold a public hearing and consider adoption of Ordinance 2026-004, Amending the Sherwood Municipal Code, Chapter 1.10 Public Contracting Rules. A second reading is presently scheduled for July 21, 2026.



ORDINANCE 2026-004

AMENDING THE SHERWOOD MUNICIPAL CODE, CHAPTER 1.10 PUBLIC CONTRACTING RULES

WHEREAS, ORS 279A.065 allows cities to adopt their own procurement codes; and

WHEREAS, The City has formally adopted its own procurement code; and

WHEREAS, The procurement code is in need of an update in order to more closely align with the purchasing thresholds in state statute and to require any contractor doing business with the City to comply with the Americans with Disabilities Act, as amended.

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

Section 1. Sherwood Municipal Code Chapter 1.10, et. seq, is amended as set forth in the attached Exhibit A.

Section 2. Staff is directed to take all necessary and reasonable steps to promulgate the amendments in the attached Exhibit A.

Section 3. This Ordinance is and shall be effective 30 days after its adoption by the City Council.

Duly passed by the City Council on this 21st day of July, 2026.

Tim Rosener, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Giles	_____	_____
Scott	_____	_____
Mays	_____	_____
Standke	_____	_____
Brouse	_____	_____
Young	_____	_____
Rosener	_____	_____

Chapter 1.10 PUBLIC CONTRACTING RULES

1.10.010 Introduction

- A. Purpose of Purchasing Policy. This code is adopted by the Sherwood city council as the governing body of the city to establish the rules and procedures for contracts entered into and purchases made by the City of Sherwood, Oregon. It is the policy of the city in adopting this code to utilize public contracting and purchasing practices and methods that maximize the efficient use of city resources and the purchasing power of city funds by:
1. Promoting impartial and open competition;
 2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 3. Taking full advantage of evolving procurement methods that suit the purchasing needs of the city as they emerge within various industries.
- B. Interpretation of Purchasing Policy. Except as specifically provided in this code, public contracts and purchases shall be awarded, administered and governed according to ORS chapters 279A, 279B and 279C (the "Public Contracting Code") and the attorney general's Model Public Contract Rules ("model rules"), as they now exist.
1. In furtherance of the purposes of the objective set forth above in subsection A, this code be interpreted to authorize the full use of all contracting and purchasing powers described in ORS chapters 279A, 279B and 279C.
 2. The model rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the city to the extent they do not conflict with this code and the rules and regulations adopted by the city.
 3. In the event of a conflict between any provisions of this code and the model rules, the provisions of this code shall prevail.
- C. Specific Provisions' Precedence over General Provisions. In the event of a conflict between the provisions of this code, the more specific provision shall take precedence over the more general provision.
- D. Conflict with Federal Statutes and Regulations. Except as otherwise expressly provided in ORS chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

1.10.020 Definitions.

Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

- A. "Administering agency." The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.

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- B. "Affected person/offeror." A person whose ability to participate in a procurement is adversely impaired by a city decision.
 - C. "Architectural, engineering and land surveying services." Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this model.
 - D. "Award." The decision to enter into a contract or purchase order with a specific offeror.
 - E. "Bid." A response to an invitation to bid.
 - F. "Bidder." A person who submits a bid in response to an invitation to bid.
 - G. "Business with which a city employee is associated." Any business in which a city employee is a director, officer, owner or employee, or any corporation in which a city employee owns or has owned ten percent or more of any class of stock at any point in the preceding calendar year.
 - H. "City." The City of Sherwood, Oregon, a municipal corporation and a contracting and purchasing agency.
 - I. "City manager." The person appointed by the city council to the position of city manager, or, as the context or situation requires, the city manager's designee.
 - J. "Closing." The date and time announced in a solicitation document as the deadline for submitting bids or offers.
 - K. "Contract." See Public Contract.
 - L. "Contractor." The person who enters into a contract with the city.
 - M. "Contract price." As the context requires:
 - 1. The maximum payment that the city will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
 - 2. The maximum not-to-exceed payment specified in the contract; or
 - 3. The unit prices set forth in the contract.
 - N. "Contracting agency." A public body authorized by law to conduct a procurement.
 - O. "Cooperative procurement." A procurement conducted by, or on behalf of, one or more contracting agencies.
 - P. "Days." Calendar days.
 - Q. "Department." Includes the following departments of the city:
 - a. Community development;
 - b. Community services;
 - c. Finance;
 - d. Office of the city attorney;

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- e. Public works;
 - f. Police.
- R. "Department director." An employee of the city that is the senior employee of a department of the city and member of the senior leadership team, or any other city employee designated, in writing, by the city manager.
- S. "Emergency." Involves circumstances that:
- 1. Could not have been reasonably foreseen;
 - 2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 - 3. Require prompt execution of a contract or amendment in order to remedy the condition.
- T. "Findings." The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
- 1. Operational, budget and financial data;
 - 2. Public benefits;
 - 3. Value engineering;
 - 4. Specialized expertise;
 - 5. Market conditions;
 - 6. Technical complexity; and
 - 7. Funding sources.
- U. "Goods and/or services." Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.
- V. "Grant." An agreement under which:
- 1. The city receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance received by the city is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and
 - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
 - 2. The city provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation,

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- loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
- a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
 - b. No substantial involvement by the city is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- W. "Immediate family member." An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- X. "Offer." A bid, proposal, quote or other response to a solicitation document.
- Y. "Offeror." A person who submits an offer.
- Z. "Opening." The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- AA. "Original contract." The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- BB. "Purchasing agency." An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- CC. "Person." An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.
- DD. "Personal services." Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.
1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
 2. Personal services contracts include, but are not limited to, the following classes of contracts:
 - a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;
 - b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested;

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- c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
 - d. Contracts for services that are specialized, creative or research-oriented; and/or
 - e. Contracts for services as a consultant.
- EE. "Price agreement." A contract for the procurement of goods or services at a set price which has:
1. No guarantee of a minimum or maximum purchase; or
 2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.
- FF. "Procurement." The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.
- GG. "Professional services." Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.
- HH. "Proposal." A response to a request for proposals.
- II. "Proposer." A person that submits a proposal in response to a request for proposals.
- JJ. "Provider." As the context requires, a supplier of goods or services, personal services, or professional services.
- KK. "Public contract." A sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
- LL. "Public contracting." Procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- MM. "Public improvement." A project for construction, reconstruction or major renovation on real property, by or for the city. It does not include projects for which no funds of the city are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.
- NN. "Public improvement contract." A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.

OO. "Recycled product." All materials, goods and supplies, not less than fifty (50) percent of the total weight of which consists of secondary and post-consumer waste with not less than ten percent of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

PP. "Related services." Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:

1. Landscape architectural services;
2. Facilities planning services;
3. Energy planning services;
4. Space planning services;
5. Environmental impact studies;
6. Hazardous substances or hazardous waste or toxic substances testing services;
7. Wetland delineation studies;
8. Wetland mitigation services;
9. Native American studies;
10. Historical research services;
11. Endangered species studies;
12. Rare plant studies;
13. Biological services;
14. Archaeological services;
15. Cost estimating services;
16. Appraising services;
17. Material testing services;
18. Mechanical system balancing services;
19. Commissioning services;
20. Project management services;
21. Construction management services and owner's representatives service; and/or
22. Land use planning services.

QQ. "Request for proposals." A solicitation document used for soliciting proposals.

RR. "Request for qualifications." A written document issued by the city describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are

qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the city.

- SS. "Revenue generating agreements." Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- TT. "Scope." The range and attributes of the goods or services described in a procurement document.
- UU. "Signed or signature." Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.
- VV. "Solicitation." As the context requires:
1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
 2. The process of notifying prospective offerors of a request for offers; and/or
 3. The solicitation document.
- WW. "Work." The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.
- XX. "Written or in writing." Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

1.10.030. Authority.

- A. City Council as Local Contract Review Board. The city council is designated as the local contract review board of the city and has all the rights, powers and authority necessary to carry out the provisions of this code, the public contracting code, and/or the model rules.
- B. Application of Attorney General's Model Rules of Procedure. Pursuant to ORS 279A.065(6), the city has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the model rules do not apply to the city.
- C. Inapplicability of Code. This code does not apply to the following:
 1. Contracts or agreement to which the public contracting code does not apply;
 2. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS chapter 190;
 3. Grants;
 4. Acquisitions or disposals of real property or interests in real property;
 5. Procurements from an Oregon Corrections Enterprise program;

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- 6. Contracts, agreements or other documents entered into, issued or established in connection with:
 - a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - b. The making of program loans and similar extensions or advance of funds, aid or assistance by the city to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - c. The investment of funds by the city as authorized by law; or
 - d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the city manager.
 - 7. Contracts for employee benefit plans;
 - 8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
 - 9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
 - 10. Insurance contracts;
 - 11. Revenue-generating agreements;
 - 12. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this Code, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this Code.
- D. Authority of City Manager. For contracts and purchases covered by this Code, the city manager is authorized to:
- 1. Award contracts and amendments without specific authorization by the city council whenever the contract amount is ~~two~~ hundred fifty thousand (\$~~250,000.00~~) or less, the proposed expenditure is included in the current fiscal year budget, and the proposed expenditure aligns with city council goals as may be amended from time to time.
 - 2. Execute contracts and amendments with specific authorization by the city council whenever the contract or amendment amount is greater than ~~two~~ hundred fifty thousand (\$~~250,000.00~~) and the proposed expenditure is included in the current fiscal year budget.
 - 3. As the purchasing agent for the city, the city manager is authorized to:
 - a. Advertise for bids or proposals without specific authorization from the city council, when the proposed purchase is included within the current fiscal year budget.

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- b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the city council approves the proposed budget transfer.
 - c. Purchase goods, services and/or property without specific authorization by the city council whenever the amount is two hundred fifty thousand (\$250,000.00) or less and the proposed expenditures are included in the current fiscal year budget.
 - d. Purchase goods, services and/or property with specific authorization by the city council whenever the amount is greater than two hundred fifty thousand (\$250,000.00) and the proposed expenditure is included in the current fiscal year budget.
 - e. Purchases of any goods or services in excess of seven thousand five hundred (\$7,500.00) from city employees require authorization of the city manager.
 - f. Department directors are authorized to make expenditures of up to fifty thousand dollars (\$50,000.00) without approval of the city manager so long as this code, and any other applicable law, is followed.
 - g. Departments shall communicate purchase requirements to the city manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection 2 and the purchasing powers described in the above subsection 3. In the absence of a written delegation to the contrary, and in the absence of the city manager, the signature authority described in the above subsection 2 and the purchasing powers described in the above subsection 3 are delegated in order as follows:
- a. Assistant city manager;
 - b. Public works director;
 - c. Finance director;
 - d. Community services director;
 - e. Police chief;
 - f. City attorney.
5. Adopt forms, procedures, computer software, and administrative rules for all city purchases regardless of the amount.
- a. When adopting the forms, procedures, computer software, and/or administrative rules, the city manager shall establish practices and policies that:
 - i. Do not encourage favoritism or substantially diminish competition; and
 - ii. Allow the city to take advantage of the cost-saving benefits of alternative contracting methods and practices;
 - b. The city shall use these forms, procedures, computer software and administrative rules unless they conflict with the code.

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- E. Favorable Terms. Contracts and purchases shall be negotiated on the most favorable terms in accordance with this code, other adopted ordinances, state and federal laws, policies and procedures.
 - F. Unauthorized Contracts or Purchases. Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the city.
 - 1. The city may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
 - 2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, termination of employment, and/or holding individuals personally liable for such contracts or purchases.
 - G. Purchasing from City Employees or Employees' Immediate Family Prohibited. No contract shall be entered into with or purchase made from any city employee or employee's immediate family member, or any business with which the employee is associated, unless:
 - 1. The contract or purchase is expressly authorized and approved by the city council; or
 - 2. The need for the contract or purchase occurs during a state of emergency, and the city manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

1.10.040. Preferences.

- A. Discretionary Local Preference. If the solicitation is in writing, the city manager may provide a specified percentage preference of not more than ten percent for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.
 - 1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the city manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.
 - 2. The city manager may establish a preference percentage of ten percent or higher if the city manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.
 - 3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.
- B. Mandatory Tie Breaker Preference. If offers are identical in price, fitness, availability and the quality is identical, and the city desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.
- C. Reciprocal Preference. Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.
- D. Preference for Recycled Materials and Supplies. Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The city manager shall adopt standards to determine if goods are manufactured from recycled materials.

1.10.050. General provisions.

- A. Public Notice. Unless otherwise specifically provided by this code, any notice required to be published by this code may be published using any method the city manager deems appropriate, including but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the city's website, or publishing in statewide trade or local publications.
- B. Procedure for Competitive Verbal Quotes and Proposals. Where allowed by this code, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received any reasonable method of communication if authorized by the city manager.
 - 1. A good faith effort shall be made to contact at least three potential providers.
 - 2. If three potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented, in writing, as part of the procurement file.
- C. Procedure for Informal Written Solicitation. Where allowed by this code, informal written solicitations shall be made by a solicitation document sent to not less than three prospective providers.
 - 1. The solicitation document shall request competitive price quotes or competitive proposals, and include:
 - a. The date, time and place that price quotes or proposals are due;
 - b. A description or quantity of the good or service required;
 - c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposed format.
 - 2. Price quotes or proposals shall be received by the city manager at the date, time and place established in the solicitation document.
 - a. The city manager, or their designee, shall keep a written record of the sources of the quotes or proposals.
 - b. If three quotes or proposals are not reasonably available, fewer shall suffice, but the city manager, or their designee, shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.
- D. Procurement Methods for Professional Services and Public Improvements. The city shall apply the public contracting code and the model rules when procuring professional services and public improvements and processing protests thereof.
- E. Training. At ~~the request of the City Manager~~, the office of the city attorney shall arrange and provide training on procurement law, policies, and best practices.

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F. Procurement Management. The city, and each department thereof, shall maintain a list of its active contracts, and shall include within such list, the amount of the contract, and the date of expiration thereof. A payment to any contractor that exceeds the lesser of fifteen (15) percent or fifty thousand dollars (\$50,000.00) of the previously agreed upon contract amount, shall require the approval of the city manager and city attorney. Nothing in this section shall be construed to allow a contract of more than ~~two~~ hundred fifty thousand dollars (~~\$250,000.00~~) to be executed without council approval.

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G. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The city manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the city manager, along with a written request for contract retroactive approval, that contains:

1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
2. A description of steps being taken to prevent similar occurrences in the future;
3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
4. A proposed form of contract.

(Ord. No. 2023-004, § 1, 5-16-2023)

1.10.060. Source selection methods for goods or services, other than personal or professional services.

A. Small Procurements. Contracts for or purchases of goods or services with a contract price of ~~twenty five~~ thousand dollars (~~\$25,000.00~~) or less are small procurements.

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1. Purchases less than ~~twenty five~~ thousand dollars (~~\$25,000.00~~). The city manager may use any procurement method the city manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than ~~twenty five~~ thousand dollars (~~\$25,000.00~~).
2. Negotiations. The city manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the city.
3. Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the city manager determines will best serve the interests of the city, taking into account price as well as any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.
4. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five (25) percent of the original contract price.

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5. Public Notice. No public notice of small procurements is required.
- B. Intermediate Procurements. Contracts for goods or services with a contract price greater than ~~twenty five~~ thousand dollars (~~\$25,000.00~~) and less than or equal to ~~two~~ hundred fifty thousand dollars (~~\$250,000.00~~) are intermediate procurements.
1. Intermediate procurements shall be by informal written solicitation.
 2. Negotiations. The city manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the city.
 3. Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the city manager determines will best serve the interests of the city, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.
 4. Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five (25) percent of the original contract price.
- C. Large Procurements. Contracts for goods or services with a contract price greater than ~~two~~ hundred fifty thousand dollars (~~\$250,000.00~~) are large procurements.
1. The city manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.
 2. When using either competitive sealed bidding or competitive sealed proposals, the city manager shall follow the applicable procedures set out in the model rules.
 3. The city shall apply the applicable procedure set out in the model rules for processing protests of large procurements.

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(Ord. No. 2023-004, § 1, 5-16-2023)

1.10.070. Personal services contracts.

- A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the city manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the city manager shall consider:
1. Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
 2. Whether the city intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and
 3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city's needs and result in obtaining satisfactory contract performance and optimal value.

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4. A service shall not be classified as personal services for the purposes of this code if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 - b. The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.
 - B. Requests for Qualifications. At the city manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.
 1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
 2. A request for qualifications may require information including, but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;
 - d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and
 - f. Any other information necessary to evaluate the contractor's qualifications.
 3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
 4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.
 - C. Direct Negotiations. Personal services may be procured through direct negotiations if:
 1. The contract price does not exceed seventy-five thousand dollars (\$75,000.00) and the work is within a budgetary appropriation or approved by the city council; or
 2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the city may have an interest; or
 3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
 4. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the

original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five (25) percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

5. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

D. Informal Written Solicitations. An informal written solicitation process may be used for personal services when the contract price is less than ~~two~~ hundred fifty thousand dollars (\$~~250,000.00~~).

1. An informal written solicitation shall solicit proposals from at least three qualified providers. If the city manager determines three qualified providers are not reasonably available, fewer shall suffice if the reasons three providers are not reasonably available are documented in the procurement file.
2. The solicitation document shall include:
 - a. The date, time and place that proposals are due;
 - b. A description of personal services sought, or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
 - a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; and
 - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.
4. The city manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
5. Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope

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of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five (25) percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

6. Public Notice. No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.
7. The selection procedures described in this section may be waived by the contracting agency where 1) an emergency exists that could not have been reasonably foreseen and requires such prompt execution of a contract to remedy the situation that there is not sufficient time to permit utilization of the selection procedures, 2) selection is from a list of providers with similar qualifications in which selection is determined based upon a regularly scheduled pre-qualification process, not to exceed three years, or 3) a change in contractor to do follow-up work would clearly result in increased costs or increased time.

E. Requests for Proposals. A request for proposals shall be used to procure personal services when the contract price is two hundred fifty thousand dollars (~~\$250,000.00~~) or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the city.

- I. Request for Proposal. The request for proposal shall include:
 - a. Notice of any pre-offer conference, including:
 - i. The time, date and location;
 - ii. Whether attendance at the pre-offer conference is mandatory or voluntary; and
 - iii. A provision that statements made by representatives of the city at the pre-offer conference are not binding unless confirmed by written addendum.
 - b. The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;
 - c. The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;
 - d. A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;
 - e. A statement that the city may cancel the procurement or reject any or all proposals;
 - f. The date, time and place of opening;
 - g. The office where the request for proposals may be reviewed;
 - h. A description of the personal services to be procured;
 - i. The evaluation criteria;

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- j. The anticipated schedule, deadlines, evaluation process and protest process;
 - k. The form and amount of any proposal security deemed reasonable and prudent by the city manager to protect the city's interests;
 - l. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;
 - m. If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;
 - n. If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the city's discretion at time of award;
 - o. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
 - p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 - q. Any terms and conditions authorized for negotiation.
- 2. Public Notice. The city manager shall provide public notice of a request for proposals for personal services.
 - a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the city manager determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.
 - b. The city manager shall document the specific reasons for the shorter public notice period in the procurement file.
 - 3. Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five (25) percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

1.10.080. Alternative source selection methods for goods or services and personal services.

- A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.
 - 1. Determination of Sole Source. Before a sole-source contract may be awarded, the city manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:

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- a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
 - b. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
 - c. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.
2. Negotiations. To the extent reasonably practical, contract terms advantageous to the city shall be negotiated with the sole source provider.
 3. Notice. The city manager, or designee, shall post notice of any determination that the sole source selection method will be used on the city's website not less than five days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.
- B. Special Procurements. In its capacity as contract review board for the city, the city council, upon its own initiative or upon request of the city manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.
1. Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the city council that contains the following:
 - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - b. The estimated contract price or cost of the project, if relevant;
 - c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
 - e. A description of the proposed alternative contracting methods to be employed; and
 - f. The estimated date by which it would be necessary to let the contract(s).

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2. In making a determination regarding a special selection method, the city council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.
 3. Hearing. The city shall approve the special solicitation or exemption after a public hearing before the city council.
 - a. At the public hearing, the city shall offer an opportunity for any interested party to appear and present comment.
 - b. The city council shall consider the findings and may approve the exemption as proposed or as modified by the city council after providing an opportunity for public comment.
- C. Contracts. Subject to award at the city manager's discretion, the following classes of contracts may be awarded in any manner that the city manager deems appropriate to the city's needs, including by direct appointment or purchase. Except where otherwise provided, the city manager shall make a record of the method of award.
1. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the Code.
 2. Architectural. Procurement of architectural, engineering, photogrammetric mapping, transportation planning, and land surveying services, and/or related services less than or equal to fifty thousand dollars (\$50,000.00) subject to approval by the community development director, and up to ~~two~~ hundred fifty thousand dollars (\$250,000.00) subject to approval of the city manager.
 3. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
 4. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
 5. Government-Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority. Price regulated items and/or under established price agreements, gasoline, diesel fuel, heating oil, lubricants and asphalt, investment contracts, insurance contracts, office copier purchases, sole source contracts, and oil or hazardous material removal.
 6. Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city.
 7. Software and Computer Equipment. Contracts for the purchase of computer equipment and software, which may be by requests for quotations, the solicitation of which may be by advertisement or oral requests for offers.
 8. Specialty Goods for Resale. Contracts for the purchase of specialty goods by the city for resale to consumers.

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9. Sponsorship Agreements. Sponsorship agreements, under which the city receives a gift or donation in exchange for recognition of the donor.
 10. Structures. Contracts for the disposal of structures or signs located on city- owned property.
 11. Renewals. Contracts that are being renewed in accordance with their terms, or within six months thereof, are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
 12. Temporary Extensions or Renewals. Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
 13. Temporary Use of City-Owned Property. The city may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:
 - a. The contract results from an unsolicited proposal to the city based on the unique attributes of the property or the unique needs of the proposer;
 - b. The proposed use of the property is consistent with the city's use of the property and the public interest; and
 - c. The city reserves the right to terminate the contract without penalty, in the event that the city determines that the contract is no longer consistent with the city's present or planned use of the property or the public interest.
 14. Used Property. The city manager may contract for the purchase of used property by negotiation if such property is suitable for the city's needs and can be purchased for a lower cost than substantially similar new property.
 - a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city.
 - b. The city manager shall record the findings that support the purchase.
 15. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.
 16. Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.
- D. Emergency Procurements. When the city manager determines that immediate execution of a contract within the city manager's authority is necessary to prevent substantial damage or injury to persons or property, the city manager may execute the contract without competitive selection and award or city council approval, but, where time permits, competitive quotes should be sought from at least three providers.
1. When the city manager enters into an emergency contract, the city manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the city and the public.

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2. The city manager shall also notify the city council of the facts and circumstances surrounding the emergency execution of the contract.
- E. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the public contracting code.

1.10.090. Surplus property.

- A. General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the city manager that the method of disposal is in the best interest of the city. Factors that may be considered by the city manager include costs of sale, administrative costs, and public benefits to the city.
1. Governments. Without competition, by transfer or sale to another government department or public agency.
 2. Auction. By publicly advertised auction to the highest bidder.
 3. Bids. By publicly advertised invitation to bid.
 4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this code for the award of personal services contracts.
 5. Fixed Price Sale. The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 6. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 7. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- B. Disposal of Property with Minimal Value. Surplus property which has a value of less than five hundred dollars (\$500.00), or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.
- C. Personal-Use Items. An item (or indivisible set) of specialized and personal use with a current value of less than five hundred dollars (\$500.00) may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city manager.
- D. Restriction on Sale to City Employees. Unless subject to an open and public bid process, City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.

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- E. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser. All property sold pursuant to this section shall be sold as-is without any warranty, either express or implied, of any kind, including but not limited to warranties of title or fitness for any purpose.

1.10.100. Protest and appeal procedures.

- A. Appeal of Debarment or Prequalification Decision.
1. Right to Hearing. Any person who has been debarred from competing for the city's contracts or for whom prequalification has been denied, revoked or revised may appeal the city's decision to the city council as provided in this section.
 2. Filing of Appeal. The person shall file a written notice of appeal with the city manager within five business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.
 3. Notification of City Council. Immediately upon receipt of such notice of appeal, the city manager shall notify the city council of the appeal.
 4. Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 - a. Promptly upon receipt of notice of appeal, the city shall notify the appellant of the date, time and place of the hearing;
 - b. The city council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the city manager; and
 - c. At the hearing, the city council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
 5. Decision. The city council shall set forth in writing the reasons for the decision.
 6. Costs. The city council may allocate its costs for the hearing between the appellant and the city.
 - a. The allocation shall be based upon facts found by the city council and stated in the city council's decision that, in the city council's opinion, warrant such allocation of costs.
 - b. If the city council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the city if the decision is overturned.
 - c. Judicial Review. The decision of the city council may be reviewed only upon a petition in the circuit court of Washington County filed within fifteen (15) days after the date of the city council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

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- B. Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.
1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
 2. Content of Protest. The written protest shall include:
 - a. Identification of the requested special procurement;
 - b. A detailed statement of the legal and factual grounds for the protest;
 - c. Evidence or documentation supporting the grounds on which the protest is based;
 - d. A description of the resulting harm to the affected person; and
 - e. The relief requested.
 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.
 4. City Response. The city manager, or their designee, shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the city manager may, in the city manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.
 - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- C. Protests and Judicial Review of Sole-Source Procurements. An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.
1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven days after the first date of public notice of a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.

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- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
2. Content of Protest. The written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. Evidence or documentation supporting the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.
 - a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- D. Protests and Judicial Review of Personal Services Procurements. An affected person may protest the procurement of a personal services contract as provided in this section.
1. Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the city manager.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
 - c. Protests to the award or an intent to award a personal services contract shall be made within seven days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
 2. Contents of Protest. The written protest shall:

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- a. Specify all legal or factual grounds for the protest as follows:
 - i. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this code or applicable law. The protest shall identify the specific provision of this code or applicable law that was violated.
 - ii. A person may protest award or intent to award for the reason that:
 - All proposals ranked higher than the affected persons are nonresponsive;
 - The city failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - The city abused its discretion in rejecting the affected person's proposal as nonresponsive; or
 - The evaluation of proposals or the subsequent determination of award is otherwise in violation of this code or applicable law.
 - iii. The protest shall identify the specific provision of this code or applicable law that was violated by the city's evaluation or award;
 - b. Include evidence or supporting documentation that supports the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.
- E. Protests of Cooperative Procurements. Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the city only if the city is the administering agency and under the applicable procedure described herein.

1.10.101. Compliance with Americans with Disabilities Acts and applicable Oregon requirements.

1. Any Contractor doing business with the City shall be solely responsible for ensuring that all work, services, facilities, goods, deliverables, websites, web content, mobile applications, and digital products provided or developed under the contract fully comply with the Americans with Disabilities Act of 1990 (ADA), as amended (including Title II), all current and updated federal regulations and standards, and any applicable Oregon requirements.
2. This obligation specifically includes, without limitation:
 - A. Compliance with the Web Content Accessibility Guidelines (or any successor standard adopted under applicable law) for all web content and mobile applications;
 - B. The 2010 ADA Standards for Accessible Design for physical elements; and
 - C. Ongoing maintenance, testing, and remediation as necessary to maintain accessibility.
3. The Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorney fees) arising from the Contractor's failure to comply with these requirements. The City's review, approval, acceptance, or use of any plans, specifications, websites, content, or work product does not relieve the Contractor of this responsibility or shift liability to the City.

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Deleted: (Ord. No. 2023-004, § 1, 5-16-2023)