



**City of Sutherlin
Regular Council Meeting
Monday, March 12, 2018
Civic Auditorium – 7:00 p.m.
AGENDA**

Mayor Todd McKnight
Council President Luzier
Councilors Boggs, Riggs, Stone, Tomlinson, and Vincent

- 1. CALL TO ORDER / FLAG SALUTE**
- 2. ROLL CALL**
- 3. INTRODUCTION OF MEDIA**
- 4. PUBLIC COMMENT**

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

5. CONSENT AGENDA

- a. February 12, 2018 Minutes – Regular Meeting
- b. February 26, 2018 Minutes – Workshop Meeting
- c. Sutherlin Police Officers' Association Agreement
- d. Liquor License Approval – Sutherlin Liquor & Smoke Shoppe

6. COUNCIL BUSINESS

- a. Pro-Tem Judge Approval
- b. Ordinance – Business Registration (first reading, title only)
- c. Resolution 2018.04 – Loan Refinance (Refunding Bonds)

7. REPORTS

- a. City Water Rights Update

8. STRATEGIC PLAN UPDATE (Reports in Council Packet)

- a. Prioritize Street Overlay Projects
- b. Create Street Management Master Plan w/Funding Options

9. CITY COUNCIL COMMENT

10. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

11. ADJOURN

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.

If you have a disability that requires special materials, service, or assistance, please call 541.459.2856 at least 48 hours prior to the meeting to arrange for accommodations



Call to Order & Flag Salute





ROLL CALL





Introduction Of Media





PUBLIC COMMENT

Agenda Items only





Consent Agenda



CITY OF SUTHERLIN
Regular City Council Meeting
Sutherlin Civic Auditorium
Monday, February 12, 2018 – 7:00pm

COUNCIL MEMBERS:

MAYOR: Tom Boggs, Wayne Luzier, Dennis Riggs, Forrest Stone, Travis Tomlinson, Seth Vincent
Todd McKnight

CITY STAFF: City Manager, Jerry Gillham
Sr. City Recorder, Debbie Hamilton
City Recorder, Diane Harris
Assistant CM/Finance Director, Dan Wilson
Community Development Director, Brian Elliott
Community Development Specialist, Kristi Gilbert
City Planner, Jamie Chartier
Public Works Superintendent, Aaron Swan
Police Chief, Troy Mills
Interim Fire Chief, Doug Dawson
Deputy Fire Chief, Avery Hazzard
Deputy Fire Chief, Dan McCormick
City Attorney, Chad Jacobs (via Skype)
Contracted Douglas County Planner, Joshua Shaklee

Audience: Joe Beador, Allen Peterson, Gary Dagel, Tami Trowbridge, Tadd Held, JoAnn Rochester, Sean Ramsey, Beth & Jim Houseman, Chuck & Peggy Brummel, Brian Burke, Mark Rochester

Meeting called to order by Mayor McKnight at 7:00pm.

Flag Salute:

Roll Call: All present

Introduction of Media: None

PUBLIC COMMENT (agenda items only)

- None

PRESENTATIONS

- **Central Avenue Sidewalks**

Staff Report – Community Development Director, Brian Elliott, reported a cost saving of approximately \$62,000 resulting from not having to repair a culvert on east Central. Therefore, the City is able to add 7,000 square feet of sidewalk repair/replacement to the project. This will provide more enhancements to the downtown corridor as well as benefit the construction process.

Questions:

- Does the sidewalk repair/replacement start at the “saw-cut line” and will end at the street? *Elliott – Yes, the replacement will span 8 feet back from the 2-foot “bulb-in”.*

Elliott reported reaching out to downtown businesses to discuss an opportunity for them in repairing *their* portion of sidewalks at their expense; some businesses have jumped on board to participate.

CONSENT AGENDA

- **January 8, 2018 Minutes – Regular Meeting**
- **January 22, 2018 Minutes – Workshop Meeting**

MOTION made by Councilor Boggs to approve Consent Agenda; second by Councilor Tomlinson.

In Favor: Councilors Boggs, Tomlinson, Luzier, Riggs, Vincent, Stone and Mayor McKnight.

Opposed: None

Motion carried unanimously.

PUBLIC HEARING

City Manager, Jerry Gillham, explained City's goal was to terminate services provided by Douglas County Planning and hire a full-time planner for about the same cost. New City Planner, Jamie Chartier, was introduced. Chartier was previously employed by Douglas County's Planning Department and was a contracted planner for the City of Winston through the county. City Manager explained Chartier and Community Development Specialist, Kristi Gilbert, will be presenting the Staff Report for the Urban Growth Boundary (UGB) Exchange.

Gilbert summarized processes that have taken place up to this point. The required TIS (Traffic Impact Study) and ODOT's (Oregon Department of Transportation) revisions to the comments have been entered into the Public Hearing record. ODOT indicated there are no significant effects to the transportation facility based on the TIS and UGB Exchange. Gilbert summarized key comments provided in the TIS 20-year projection. A written comment from Mountain View Estates, LLC, regarding the exchange was received earlier in the day. Mountain View Estates are not opposed to the UGB Exchange or necessarily in favor; however it was their desire to submit comments for the record. As new owners of the affected property, they wanted the ability to provide comment, notably stating "if the City approved the UGB they explicitly state their approval provision that the PUD stay valid and nothing in the UGB amendment invalidates or undermines the validity of the PUD or owners the ability to develop that PUD." Gilbert stated she doesn't believe the exchange has any impact on the planned PUD.

Mayor McKnight asked Councilors if any have ex parte contact, conflicts of interest or any bias to declare? None received.

- Are there any public comments in favor? None received.
- Are there any public comments in opposition? None received.
- Council discussion or questions? Councilor Stone asked for clarification for location of the PUD and the 10 acres of reserved open space mentioned in the report. ***Gilbert provided a map showing the location.***

With no further discussion Mayor McKnight closed the Public Hearing at 7:11pm.

COUNCIL BUSINESS

• Ordinance – Urban Growth Boundary Exchange (first reading, title only)

Mayor McKnight asked City Recorder, Diane Harris, to read Ordinance – Urban Growth Boundary Exchange, by title only. "An ordinance declaring an amendment of the City of Sutherlin Urban Growth Boundary; amendment to the Comprehensive Plan Map; amendment to the Zoning Map; and declaring the annexation by consent of certain real property; withdrawing the properties to be annexed from the Calapooia Rural Fire Protection District, and directing the filing of instruments of record with the Secretary of State, the Department of Revenue and the Douglas County Assessor".

MOTION made by Councilor Luzier to approve first reading, title only of Ordinance – Urban Growth Boundary Exchange as presented; second by Councilor Stone.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Riggs, Vincent, Stone and Mayor McKnight.

Opposed: None

Motion carried unanimously.

• Resolution No. 2018.02 – Land & Water Conservation Grant Authorization for Ford's Pond

Staff Report – Elliott – This Staff Report encompasses both Resolutions 2018.02 and 2018.03. Staff recommends Council to approve both Resolutions to fund Projects 1 and 2A for Ford's Pond.

MOTION made by Councilor Vincent to approve Resolution No. 2018.02 – Land & Water Conservation Grant Authorization for Ford's Pond as presented; second by Councilor Riggs.

Discussion: Councilor Stone – Is City providing "in-kind" services to pay for this? ***Yes, Ford's Pond purchase price of about \$1.8 million and \$87,000 worth of Central Avenue's road grindings, to be used at the site, can be split between the two grants for the "in-kind" portions.***

In Favor: Councilors Boggs, Tomlinson, Luzier, Riggs, Vincent, Stone and Mayor McKnight.

Opposed: None

Motion carried unanimously.

- **Resolution No. 2018.03 – Local Government Grant Program for Ford’s Pond**

MOTION made by Councilor Vincent to approve Resolution No. 2018.03 – Local Government Grant Program for Ford’s Pond as presented; second by Councilor Tomlinson.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Riggs, Vincent, Stone and Mayor McKnight.

Opposed: None

Motion carried unanimously.

REPORTS

- **System Development Charges**

City Manager, Jerry Gillham – Power Point presentation is to provide information on System Development Charge (SDC) base lines, what they actually mean, and their impact.

Points presented:

- Three principal systems correlate with SDC’s – Utilities, Infrastructure, and Services.
- Breakdown of how systems are paid for.
- The cycle of the utility and infrastructure – Planning, Financing, Engineering, Construction, and Operations/Debt Repayment.
- Distribution of utility rates and correlation to SDC’s.

Gillham explained the importance of incrementally raising rates to sufficiently cover future costs.

- SDC rate comparisons throughout Oregon and Douglas County.

City Manager explained the importance of balancing new development, demands, and benefits. It comes down to who should pay for new developments. Sutherlin is not in line with cities achieving high development. SDC’s allow for funds to be available for growth and future plans.

Questions and Concerns:

- Councilor Stone – City already has annual rate increases per CPI (Consumer Pricing Index). **Finance Director, Dan Wilson – That is lately, there was a long period of time with no increases.** We haven’t had any development in the last 2 years, SDC’s were cut in half, 80% of this community hasn’t paid one cent towards SDC’s. New construction is being penalized. Philomath charges \$24,000 for SDC’s, therefore, am sure they don’t have a lot of development. **City Manager – They are the third fastest growing city in Oregon.** City will benefit from receiving tax revenue from the new construction and utility rates.

Stone referred to what he felt were unfair issues involving previous new constructions and charges involved. City is now the most economical place to build; raising the SDC’s will stifle the building.

City Manager – The question is who is going to pay for the needed infrastructure?

- Councilor Tomlinson – Sutherlin’s fees are about 50% less than Winston, 40% of Roseburg’s, and way less than Oakland. City could increase fees by 10 or 15% still leaving room for options that would not hinder future growth.
- Councilor Stone – If you really want to generate money, you have to go back to the people in the community that haven’t paid SDC’s for 40-50 years. Suggest having a real estate tax, when a house sells City receives \$500 to put into these [SDC] funds.

Mayor McKnight asked City Manager to clarify his request from Council. **Staff is building the budget, would like have a third party study done to tell us where we should be with our SDC rates.**

Mayor McKnight asked Council for a consensus on hiring an independent company to do the study. Councilors were in agreement.

- Councilor Boggs – Councilor Stone stated cutting SDC’s would bring in development; however he just said there has been very little development in years. Feels cutting the SDC’s didn’t make any difference.
- Councilor Stone – Where is the money coming from to hire a consultant? **City Manager – It was approved during this last budget process.**

- **Budget Discussion**

City Manager – Community Development Department (CDD) is buried, they are dealing with projects plus walk-in customers, many with time consuming inquiries that CDD doesn’t charge fees for. A list of the 40-

plus projects Staff is working on, including Council's initiatives was provided. Feels Staff has plenty on their plate for this year without adding new projects; would like to know if Council agrees in keeping the list as is. The budget will be built around this, however if Council has something to add, please let him know. Elliott – CDD is incredibly busy; some inquiries take hours to research. It's an exciting time, but very busy.

CITY COUNCIL COMMENTS

Councilor Boggs –

- None.

Councilor Tomlinson –

- None.

Councilor Luzier –

- Don't forget Valentine's Day tomorrow!

Councilor Riggs –

- Confirmed SDC rates study is budgeted. *Yes, would like the study to be completed before this next budget process, depending on the outcome, may need to work some of those numbers into it.*

Councilor Vincent –

- It's very exciting seeing development on Central Ave. and possibilities it brings to this Community.

Councilor Stone –

- How many consultants are we hiring for the Fire Services Working Group? *Two, Rick Allen and Ron Harker. Harker is an independent data researcher who can provide pure impartial facts. He has all records from Public Safety and DPSST, and will be able to present the statistics everyone is asking for.* How much will they be costing us? *If having to guess, around \$4,000.* What is the goal? *To find out if there is a better way of providing fire services than what our current model has, and what it will look like in the future with all of the city's new developments demands.*

Councilor Stone – New commercial buildings won't need fire protection, they'll have fire sprinklers.

Councilor Tomlinson – That won't change the facts that insurance rates will change, need to make sure as we grow, community safety can be maintained. It's a way to analyze the entire situation and make a plan for the future and gain information that we are moving in the right direction.

Mayor McKnight –

- Would like to applaud the Staff for their hard work on the many projects they are faced with. Things are moving forward and appreciate them and what they are doing.

PUBLIC COMMENT –

- None.

ADJOURNMENT –

With no further business meeting adjourned at 7:50pm.

Approved:

Respectfully submitted by,

Jerry Gillham, City Manager

Diane Harris, CMC, City Recorder

Todd McKnight, Mayor

CITY OF SUTHERLIN
City Council Workshop Meeting
Sutherlin Civic Auditorium
Monday, February 26, 2018 – 7:00pm

COUNCIL MEMBERS:

MAYOR: Tom Boggs, Wayne Luzier, Dennis Riggs, Forrest Stone, Travis Tomlinson, Seth Vincent
Todd McKnight

CITY STAFF: City Manager, Jerry Gillham
Senior City Recorder, Debbie Hamilton
City Recorder, Diane Harris
Assistant CM/Finance Director, Dan Wilson
Community Development Director, Brian Elliott
Community Development Specialist, Kristi Gilbert
Police Chief, Troy Mills
Master Police Officer, Jake McGarvey
Police Officer, Kyle Nelson
City Attorney, Chad Jacobs (via Skype)

Audience: Kimberly Tomlinson, Terry Prestianni, Pat Greer, Allen Peterson, Tadd Held, Gail Kuntz, Gary Dagel, Tami Trowbridge, Pamela & Duane Waller, Gayla Holley, Jim & Beth Houseman, Jeff Chase, Dian Cox, Angie McGarvey and children Bryson & Brayden

Meeting called to order by Mayor, Todd McKnight at 7:00pm.

Flag Salute:

Roll Call: All present

Media: None

Mayor McKnight reported the public is welcome to comment during the workshop.

PRESENTATIONS

• **Officer of the Year**

Chief of Police, Troy Mills – Officers throughout the County were recognized for their extraordinary performance and dedication last Friday night at the Optimist Club's 42nd Respect the Law Enforcement Banquet. Sutherlin Police Department's Master Officer, Jake McGarvey, received the 2017 Officer of the Year Award. Mills spoke of McGarvey's attributes as an officer, Sutherlin and Oakland School's Resource Officer, and as a skilled forensic child abuse investigator. In 2017 he responded to 946 calls, 157 investigations – 40 of those felonies, 88 arrests, and conducted 61 traffic stops. Mills shared many of Officer McGarvey's accomplishments in 2017.

Senior City Recorder, Debbie Hamilton, read the Certificate of Award on behalf of the City Council, Sutherlin Police Department, City of Sutherlin, and citizens. Meeting attendees joined in a round of applause. Chief Mills reported Sutherlin's Police Department is the first agency in Douglas County to fully deploy a CAT (Combat Application Tourniquet). Mills shared information about a vehicle accident last year that McGarvey responded to. His quick action in using the CAT aided one of the seriously injured victims, therefore saving his life. An addition award was presented to Master Officer McGarvey. Chief Mills read a letter from the National Awards Program of the American Police Hall of Fame. McGarvey was recognized for his actions during the vehicle accident and presented the prestigious Lifesaving Award Medal. Audience joined in a round of applause. McGarvey's will be entered into the Hall of Fame's Museum. McGarvey expressed his appreciation for being honored and working in a great department with great people.

• **Sutherlin School District**

Sutherlin Schools Superintendent, Terry Prestianni, presented a "fact sheet" regarding Sutherlin schools' conditions leading up to a general obligation bond measure to be placed on the May 2018 ballot. Prestianni praised Officer McGarvey for his work as the new School Resource Officer; he is doing a great job. The

school district has always been happy with the Police Department's services. He also shared appreciation for Sutherlin Fire Department's quick response at West Intermediate School's fire last Wednesday. Sutherlin's School Board passed a resolution to put a bond measure on the ballot. Prestianni explained he is here tonight to present the fact sheet, not to talk about the bond itself. School District applied and received a \$50,000 grant to do a facilities assessment and produce a long-range plan for the district. The district also applied and received a matching grant for \$4 million from Oregon School Capital Improvement matching grant program.

Prestianni shared the facilities assessment results showing the need for much repair and rebuilding:

- Structural and site deficiencies necessitating the replacement of West Intermediate School;
- ensuring safety and security at all building sites;
- complying with ADA requirements; and
- providing for future growth.

All were invited to attend the next community forum at the School District's Office, Wednesday, February 28th at 7:00pm. The proposed bond will cost \$2.13 per \$1,000 assessed property values. Prestianni provided details regarding proposed plans for the various campuses.

• **Central Avenue Storefront Improvement**

Community Development Director, Brian Elliott, summarized processes that have taken place for downtown businesses and storefront improvements. After working with several area lending institutes for financing the projects, three options were presented to businesses for funding. The best option was offered by Oregon Pacific Bank to fund up to \$50,000 for a 7-year term for prime plus ½%.

Questions:

- Are there any incentives to help businesses move forward with the funding? *After meeting and considering options, this is the best one. City could also move forward with an urban renewal process, however that takes 2 years.*
- How will the permits be processed? *Community Development Specialist, Kristi Gilbert – Same as normal, they would come into City Hall to complete a worksheet, and go to Douglas County Building Department for permits. At this point it is an opportunity for them to receive a low interest loan for the improvements.*

City Manager, Jerry Gillham, explained City is also working with Sutherlin Downtown Development, Inc. (SDDI) who has funds for the purpose in providing matching grants for storefront improvements. The suggestion for waiving permit fees is a great idea, that possibility can be pursued. The formation of an Urban Renewal District is also one of Council's priorities.

- Is this just for downtown businesses? *No, any business in town can take advantage of this; we started with the downtown area because of streetscape projects.*

AGENDA CONFIRMATION

• **March 12, 2018 Agenda**

City Manager, Jerry Gillham, stated he received confirmation from [Business Registration Committee Chair] Gary Dagle, that the committee is ready to move forward with the ordinance. He and Dagle met recently to work on ordinance revision language. The ordinance's purpose is to establish a mechanism, from a certain date moving forward, for every business that starts, expands and/or relocates. They will need to go into our Community Development Department and complete a business registration form, therefore confirming their use is located in the right zoning, etc.

COUNCIL PRIORITY PROGRESS REPORT

• **2018 – 2019 Priorities**

Staff Report – City Manager – This 2018-2019 priorities template will stay in the packet for the next couple of months, if Council would like to improve and/or add to the list to let him know so it can be added to the City's strategic plan.

COUNCIL COMMENTS

Councilor Boggs –

- None.

Councilor Tomlinson –

- None.

Councilor Luzier –

- Was curious why consent agenda and/or approval of minutes are not on tonight's agenda. *We have been approving them at the business meeting (first meeting of the month) rather than at a workshop meeting.*
- Noticed there is water running down N. Comstock, has the source been found? Concerned that area will be icy during freezing weather. *Elliot – Public Works Facilities Supervisor, Gary Fugate, looked into, will find out the answer.*

Councilor Riggs –

- None.

Councilor Vincent –

- None.

Councilor Stone –

- Is N. Comstock project completed? *At this point yes, there is a couple of minor things left, weather permitting.*

City Manager – We are also moving forward with an asphalt speed bump to be placed at the school to slow down speeding drivers.

Mayor McKnight –

- None.

COUNCIL BUSINESS

- **Ordinance No. 1060 – Urban Growth Boundary Exchange (second reading & adoption).**

Mayor McKnight asked City Recorder, Diane Harris, to read the ordinance by title only. “An ordinance declaring the amendment of the City of Sutherlin Urban Growth Boundary; amendment to the Comprehensive Plan Map; amendment to the Zoning Map; and declaring the annexation by consent of certain real property; withdrawing the properties to be annexed from the Calapooia Rural Fire Protection District, and directing the filing of instruments of record with the Secretary of State, the Department of Revenue and the Douglas County Assessor.”

Elliott expressed appreciate to all who have been involved in what was thought to be a simpler process, but took about 3 years to get to this point.

Staff Report – Gilbert – Will let the Staff Report stand as is, and will answer any questions from Council.

MOTION made by Councilor Stone to approve second reading and adoption of Ordinance No. 1060 – Urban Growth Boundary Exchange as presented; second by Councilor Luzier.

Discussion: None.

In Favor: Councilors Tomlinson, Luzier, Riggs, Vincent, Stone, Boggs, and Mayor McKnight.

Opposed: None

Motion carried unanimously.

Councilor Stone – How long will this next process take? *Gilbert – Douglas County Board of Commissioners will have this before them on March 7th. Within 5 days of their hearing, it will be forwarded to Department of Land Conservation and Development, who has 120 days to review. Once we receive their confirmation, it will then be forwarded to all of the affected agencies.* Has ODOT completed their review? *Yes.*

Mayor McKnight reminded audience members, they are welcome to speak and/or ask questions at any time during the workshop.

WORKSHOP

- **Emergency Manager Update**

City Manager – Councilor Riggs has been working as a volunteer putting together an Emergency Response mechanism. He will be one of the only 3 “cert trainers” in Douglas County.

Emergency Manager, Dennis Riggs, presented a PowerPoint presentation showing the Emergency Operations Center (EOC) at the Fire Department and explained the following:

- Purpose of Emergency Manager is to facilitate a way for the Incident Commander to come into the EOC and do his job.
- Major goal is to minimize the loss of life and property during and after a disaster, and most important thing is to maintain a civil society.

- Define positions in EOC.
- Stock EOC with necessary equipment to achieve the goals.
- EOC positions have already been assigned.

Riggs explained the training processes and added that he will be spending a week in Alabama for intense training.

- Training and live exercises have been scheduled.
- To establish relationships and make connections with area agencies.

Riggs reported on equipment that has been put into place and assistance needed. Communications, a public information center, food, and housing, will all aid in keeping down the panic if a disaster strikes.

Questions:

- What happens if you are not in town when a disaster strikes? ***Others are trained as well; City Manager is ICS (Incident Command System) trained, as well as, Interim Fire Chief, Doug Dawson.***

REPORTS

- None.

ADJOURNMENT –

With no further business meeting adjourned at 7:48pm.

With no further discussions, Mayor McKnight announced Council will take a 5-minute break before going into Executive Session ORS 192.660(2) (d) – Labor Negotiator Consultations – to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Executive Session called to order at 7:52pm.

Executive Session adjourned at 7:59pm.

Approved:

Jerry Gillham, City Manager

Respectfully submitted by,

Diane Harris, CMC, City Recorder

Todd McKnight, Mayor



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City of Sutherlin

STAFF REPORT					
Re: Sutherlin Police Officer Association (SPOA) Contract				Meeting Date:	March 12, 2018
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Troy Mills, Chief of Police				City Manager Review	<input type="checkbox"/>
Attachments: 2018-2021 SPOA Contract					

WHAT IS BEING ASKED OF COUNCIL?

Staff is requesting the City Council approve the new 2018-2021 Sutherlin Police Officer Association contract.

In January, 2017, Sutherlin City and the SPOA bargaining unit began working on completing a new police officer's employee contract for 2018 – 2021. After several meetings, the new contract was agreed on by both the SPOA and the City of Sutherlin's management team. The current 2015-2018 contract is due to expire on July 1, 2018.

The 2018-2021 contract reflects a change in wages equated to a 2% increase for each year for the next three years. Minor changes in the wording also occurred to improve the language in the agreement and to reflect current legal definitions. No substantial modifications or changes occurred.

EXPLANATION

OPTIONS

N/A

SUGGESTED MOTION(S)

- 1) To approve the new 2018-2021 SPOA contract in the Consent Agenda.
- 2) To not approve the new 2018-2021 SPOA contract in the Consent Agenda.



City of Sutherlin

AGREEMENT
BETWEEN
THE CITY OF SUTHERLIN
AND
THE SUTHERLIN POLICE OFFICERS’
ASSOCIATION



July 1, 201~~5~~⁸ through June 30, 20~~18~~²¹

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PREAMBLE

This Agreement is made and entered into by the Sutherlin Police Officers' Association, hereinafter referred to as "Association," and the City of Sutherlin, hereinafter referred to as "Employer," for the purpose of collective bargaining. Now, therefore, it is hereby agreed by and between the parties as follows:

ARTICLE 1 - RECOGNITION

The Employer voluntarily recognizes the Association as the exclusive bargaining agent for all sworn personnel, (excluding the Chief of Police, Sergeant and civilian employees represented by AFSCME) hereinafter known individually as "Employee" and collectively as "Employees."

Persons hired into the department under federal or state grants or funding through joint programs with other public agencies shall be subject to the conditions of the foregoing to the extent such coverage is consistent with such grants and agreements.

ARTICLE 2 - EXISTING CONDITIONS

No Employee shall suffer a reduction in base salary or related economic benefits as a result of the signing of this Agreement. Any practice that involves a mandatory subject of bargaining and existed on or before the date of this agreement shall continue during the term of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

Unless specifically limited by this contract or PECBA, the Employer retains the full and unrestricted right to operate and manage all department activities and personnel, facilities and equipment; to establish functions, schedule assignments and programs; to set and amend budgets; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any other managerial functions not specifically limited by this Agreement.

The parties recognize the Employer has the right to contract or subcontract work. However, the Employer shall bargain the impact on the Employees prior to actually contracting out the work.

The Employer may not utilize Reserves or volunteers to work shifts or events that would deprive Association members of overtime or other compensable opportunities without Association approval. This does not obligate the Employer, for any reason, to use Reserves or Volunteers to cover work shifts or events.

ARTICLE 4 - UNION RIGHTS

4.1 Non-Discrimination

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 or participate in the activities of any Employee organization. No Employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Employer or by any Employee organization because of his exercise of these rights.

The Employer and the Association agree that the provisions of this Agreement shall be applied without discrimination against any Employee covered by this Agreement because of age, race, religion, disability, sex, national origin, marital status, domicile or membership or non-membership in the Association.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4.2 Association Representatives

Members of the bargaining unit elected to serve as authorized representatives of the Association shall be allowed to perform their duties as a representative of the Association on department time with mutual agreement. The Association agrees that the time spent as an Association Representative will not unduly disrupt their ability to perform their regular job duties. The parties shall attempt to schedule meetings or interviews at a time that is mutually agreeable to the parties. When scheduling such meetings the parties shall take into consideration department efficiencies and Employees' schedules.

4.3 Negotiations

The Employer and Association will mutually schedule the meeting times for negotiations. Association representatives may negotiate on duty, so long as the Employee is subject to call.

4.4 Bulletin Boards

The Association shall be allowed bulletin board space in the Employees' duty room for Association use. The Association shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins posted there as Association materials.

4.5 Radio Frequency Identification

The Association recognizes the Employer's need to track the Employer's equipment such as vehicles, radios, computers and cell phones through the use of radio frequency identification tags and/or devices. Even though the benefits of managing an Employee's time could be enhanced

through the use of such devices, the Employer would have difficulties in not monitoring non-work activity such as meal and restroom breaks. The Employer agrees through June of 2015 to not require Employees to have imbedded on their person and/or be required to wear such devices (Radio Frequency Identification Tags and/or Devices and/or Near Field Communication) on their person other than what is contained in Employer owned equipment assigned to them during their work hours.

ARTICLE 5 - ASSOCIATION SECURITY

5.1 General

All Employees covered by the terms and conditions of this Agreement shall become members of the Association or make payments in-lieu-of-dues (fair share payments) to the Association. The Employer shall notify all newly hired Employees of this requirement at the time of employment.

5.2 Religious Objection

Any Employee who objects to membership in the Association based upon bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, or a seriously held religious belief shall, upon written certification to the Association and the Employer of such objection, fulfill the requirements of fair share by payment of the equivalent of membership dues to a non-religious charity mutually agreed upon by the Employee and the Association. The Employee shall provide proof to the Association and the Employer each quarter that such payments have been made.

5.3 Fair Share

Membership in the Association is not mandatory. However, the Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether an Employee is a member of the Association. Accordingly, it is fair that an Employee in the bargaining unit assumes his or her fair share of the obligation and pays an amount of money equal to and in lieu of dues, as described in Section 5.2.

5.4 Dues Check off

The Employer shall deduct Association dues or Fair Share payments each pay period from the salary of Employees who are members of the Association. The amount deducted shall be transferred within ten (10) days to the Association.

5.5 Monthly Statement

The aggregate deductions of all Employees together with an itemized statement shall be remitted to the Association no later than the 10th day of the month following the month for which the deductions were taken. The itemized listing of Association members shall reflect Employee terminations, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action which would affect the amount of

dues withheld.

5.6 Hold Harmless

The Association shall hold the Employer harmless in the exercise of the foregoing sections of this Article, provided the Employer has acted in good faith.

ARTICLE 6 - HOURS OF WORK

6.1 Work Week

For non-patrol operations shift Employees, the work week shall consist of five (5) consecutive eight hour work shifts, or four (4) consecutive ten (10) hours shifts, or a modified/flexible schedule as directed by management. The workweek shall begin Sunday 12:00 midnight and end at 11:59 p.m. the following Saturday.

For patrol operations shift Employees, the work week shall consist of four (4) consecutive ten (10) hour shifts. The workweek shall begin Sunday 12:00 midnight and end at 11:59 p.m. the following Saturday.

The School Resource Officer assignment will continue to work a modified schedule that meets both the needs of the School District and the police department. The SRO regular work schedule is not to exceed 40 hours per work week.

The work week and days off may be modified by the Employer to accommodate voluntary training assignments without incurring an overtime obligation

6.2 Workday

The non-patrol operations work shift is defined as an eight (8) hour period within any given 24-hour time period, or ten (10) hour period within any given 24-hour time period, or a modified/flexible schedule as directed by management. The patrol operations work shift is defined as a ten (10) hour period within any given 24-hour time period. Shifts shall rotate quarterly (each three months). At no time will an Employee have less than eight (8) hours off between shifts. A thirty (30) day notice will be provided to the Association if the City wants to alter the shift configuration. The City and Association shall bargain the implementation of any other proposed alternative shift configuration.

The workday for Employees includes rest periods, briefing and training periods. The twenty-four (24) hour period will begin at the start of the Employee's workday and end twenty-four (24) hours later.

6.3 Work Schedules

Work schedules showing the Employees' shift, workdays and hours will be posted on the [Planit calendar](#) ~~Employer's bulletin board~~ four (4) working days (based on the Employee's schedule)

prior to taking effect. No changes in the work schedule will be made unless there is an emergency or voluntary exchange of work shifts. For purposes of this section, the term “emergency” means any circumstance or happening which could not be reasonably foreseeable to the Employer and includes, but is not limited to, unexpected illness, natural emergencies or personnel shortages due to unusual events.

6.4 Changes in Work Schedules

If an Employee's work schedule is changed without four (4) working days (based on the Employee's schedule) prior notice, the Employee shall be entitled to two (2) hours pay at his/her overtime pay scale, for each day the required four (4) day notice is not met, or until the Employee is returned to his/her prior reporting shift. Notice shall be made by placing the change ~~on Planit in the Employee's box~~ during the Employee's workweek, or by actual phone contact to the Employee or an adult member of the Employee's household if on the Employee's days off. However, this does not prevent an Employee from waiving the above compensation when mutually agreed upon with the Employer. Requests for time off shall be made ten (10) calendar days in advance. During the transition week, no Employee will be required to work in excess of forty (40) hours without at least one day off at the quarterly shift change.

6.5 Shift Bidding

On or before October 1st the Employer shall post patrol shift schedules for the upcoming Calendar year. Employees working patrol may exercise their seniority shift bid for their shift of preference for each upcoming year. The posting shall remain in place until the last Employee has made his/her police patrol shift selection or until the second Sunday in December, whichever comes first. The most senior Employee has seven (7) days from the initial posting to make his/her shift selection. Once the most senior Employee has made his/her shift selection, the next most senior Employee has seven (7) days in which to make his/her shift selection, and so on.

6.6 Shift Exchanges

Subject to departmental manpower and/or training requirements, Employees shall be permitted to voluntarily trade work days; providing that Employees scheduled to work must inform their supervisor in advance of any voluntary trade of workdays and the replacement Employee shall be responsible for the attendance of the originally scheduled Employee. Any absences of shift trade replacements shall be charged to the replacement Employee. A replacement Employee's work hours may only be adjusted with approval of the affected Shift Supervisor.

No Employee shall trade workdays for the purpose of achieving overtime. Shift trades are for the conveniences of Association Employees and in no case shall a shift exchange or repayment of a shift exchange be considered in the computation of overtime.

6.7 Shift Vacancies

Should a shift become vacant during the calendar year, the Employer shall seek volunteers by

seniority to fill that shift. If there are no volunteers, the shift shall be filled with the least senior employee.

ARTICLE 7 - OVERTIME

7.1 Definition

Overtime for employees is time worked in excess of eight (8) hours per day or forty (40) hours per week. For employees working a four (4) ten (10) schedule, overtime is time worked in excess of ten (10) hours per day or forty (40) hours per week.

An Employee shall be compensated for overtime hours worked at the rate of one and one-half (1-1/2) times his/her regular rate of pay.

All overtime claim slips shall be submitted to the shifts supervisor at the end of the period of overtime worked, before going off shift whenever possible.

Overtime will be calculated to the nearest quarter (1/4) hour. Employees must seek and receive approval from a supervisor prior to working overtime when reasonable.

7.2 Form of Compensation

Overtime shall be compensated whether in the form of cash or compensatory time off, at the discretion of the Employee, at the rate of time and one-half (1-1/2) the Employee's hourly rate of pay.

An Employee will receive compensatory time unless the Employee elects to receive cash, subject to budget constraints. Compensatory time may accrue in accordance with the Employer's Personnel Rules, with a maximum accrual of fifty (50) hours. Once the maximum hours have been reached, the Employee will automatically be compensated at the regular overtime rate.

7.3 Training

Training required by the Employer to be spent in any education or training session in excess of the regularly scheduled work day including travel time shall be compensated as overtime per Article 7.2, except the training covered in Article 18. With seven days advanced notice, work schedules may be adjusted to reduce overtime expenses for training classes that are 24 hours or longer in duration.

7.4 Callback

Any Employee called to work outside his/her regular shift shall receive overtime compensation at the rate of one and one half (1-1/2) times the Employee's regular hourly rate, for a minimum of four (4) hours. For purposes of this section, the callback must have occurred at least sixty (60) minutes or more before the beginning of the shift or 60 minutes or more after the end of the regularly assigned work shift. Call back which occurs 59 minutes or less before the beginning or

59 minutes or less after the end of the regularly assigned work shift shall be deemed as an extension of the work shift and be compensated as such.

7.5 Court

Employees shall be responsible for inquiring the previous day by 7:00 p.m. regarding the cancellation of court appearances which would be compensated with callback pay. When an Employee is called to appear in court outside his/her regular shift, the Employee may utilize the Employer's vehicle, if a vehicle is available. An Employee, who uses his /her personal vehicle to appear in court or other Department related functions, will be paid mileage at the Federal IRS rate, and only if the Employer's vehicle is not available. Employees will be paid by the Employer if subpoenaed arising out of his/her employment. If necessary, the Employer will reimburse employees for approved food, lodging and any other expenses associated with the employment related subpoena.

When an Employee appears in Sutherlin Municipal Court outside his/her regular work schedule that Employee will not normally be required to transport prisoners.

7.6 Overtime Seniority List

Overtime shall be distributed as equally as feasible. When the Employer becomes aware of a voluntary overtime event which is ten (10) or more days in the future, the Employer shall post an overtime notice in the police patrol office. Employees desiring to work the overtime shall so indicate on the posted notice. Assignment of the overtime will be done by seniority. If there is insufficient interest in the voluntary overtime assignment the Employer may utilize Sergeants or qualified Reserve Officers in accordance with Article 3 of this agreement. If an Employee must work the overtime assignment, the Employer will assign overtime by inverse seniority of those Employees not already scheduled to work, so long as the scheduling complies with Article 6.2 of this agreement.

7.7 Phone Calls

If in the interest of efficiency and effectiveness, it is necessary to contact off duty Employees regarding police related business, overtime compensation will be paid for time spent in excess of seven (7) minutes, pursuant to supervisor approval for the phone call.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1 Standard

When an Employee's conduct violates departmental policy and/or falls below desirable standards he/she may be subject to disciplinary action or termination for just cause. Nothing in this article shall prevent the Employer from terminating a probationary Employee without cause.

General reasons for which an Employee may be disciplined or terminated include, but are not

limited to:

- (a) Drinking intoxicating beverages either on duty or prior to going on duty (i.e.; odor of alcoholic beverages on one's breath), use of controlled substances, or certain prescription drugs, or arriving on the job after consuming alcoholic beverages or other intoxicating substances;
- (b) Violation of a lawful duty;
- (c) Insubordination;
- (d) Being absent from work without first notifying and securing permission from the Employee's supervisor;
- (e) Being habitually absent or tardy for any reason;
- (f) Misconduct;
- (g) Conviction of a felony or of a misdemeanor;
- (h) Using religious, political or fraternal influence;
- (I) Accepting fees, gifts, or other valuable things in the performance of the Employee's official duties for the Employer;
- (j) Inability to perform the assigned job;
- (k) Inefficiency or incompetence;
- (l) Unauthorized use of Employer's equipment;
- (m) Abuse of sick leave.

Once the reason(s) for the disciplinary action are stated, the reason(s) will not be expanded upon.

Progressive discipline shall be used when appropriate. Discipline shall be imposed for just cause as that term is normally interpreted by arbitrators in public and private labor relations. For the purposes of this Article, progressive discipline shall include:

- 1. Oral warning;
- 2. Written reprimand;
- 3. Suspension;
- 4. Demotion;
- 5. Discharge.

In the interest of efficiency and effectiveness of department operations, a reduction in pay may be given in lieu of suspension.

8.2 Notice of Deficiencies

A supervisor shall discuss improper or inadequate performance with an Employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action. Discipline shall be of increasingly progressive severity whenever possible.

8.3 Notice of Discipline

A written notice shall be given each Employee for each written reprimand, suspension, demotion or discharge stating the reasons for the disciplinary action and the date it shall take effect. The

notice shall be given to the Employee at the time such action is taken. A copy of the notice signed and dated by the Employee shall be placed in the Employee's personnel file and shall serve as prima facie evidence of delivery.

8.4 Discipline

No regular non-probationary Employee shall be suspended, demoted, or discharged except in good faith for just cause nor shall any such Employee be suspended, demoted, or discharged arbitrarily or for political, religious, racial, or other discriminatory reasons. All disciplinary action imposed upon an Employee except oral reprimands may be protested as a grievance through the regular grievance procedure, except that any claim which is subject to review by the EEOC or other regulatory agency shall not be subject to arbitration.

Discipline shall be done in a manner which will not embarrass the Employee before other Employees or the public. Upon request, any Employee required to appear before an Employer's representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have an Association representative present during the discussion.

8.5 Discharge

If the Employer determines there is just cause for discharge, the Employer shall suspend the Employee without pay for not more than five (5) working days and shall deliver to the Employee and the Association a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless withdrawn or otherwise resolved, the dismissal shall become effective at the end of five (5) days. Protests of the discharge of any Employee shall be made through the regular grievance procedure set forth in Article 19. The Association may process a grievance concerning suspension, demotion, or discharge in Step 2 of the Grievance Procedure.

This Article shall not apply to any Employee on probation.

ARTICLE 9 - PERSONNEL RECORDS

9.1 File Access

Personnel files are the property of the Employer. Access to an Employee's personnel file shall be limited to the individual Employee (or to his/her designated representative), or to the Chief of Police or City Manager (or to his/her designated representative), provided such access does not conflict with the provisions or ORS 192.500. Upon reasonable request, Employees shall be allowed access to their official personnel files, including personnel records. The Employer shall maintain only one official personnel file.

When information which reflects critically upon an Employee is placed into his/her personnel file, the Employee shall be notified by the Employer, and the entry shall be signed by that

Employee. Employees shall be entitled to attach a written explanation or opinion to any critical material contained within their personnel file.

The Department may maintain an Evaluation File on each Employee to be kept in the office of the Chief of Police which contains information necessary for supervisors to properly and fairly evaluate an Employee's annual performance. The previous year's information shall be removed six (6) months after the annual performance evaluation except when there is a performance issue that has yet to be fully corrected. Members of the Association shall be notified of all documents being placed into the evaluation file and can ask to inspect their file at any time. These files are personnel records and are not part of the official personnel file. However, the same standards of confidentiality, rebuttal and access shall apply. Ongoing internal affairs investigations are not subject to this section.

9.2 Removal of Disciplinary Documents

Documentation of reprimands or disciplinary action shall be removed from an employee's official personnel file in accordance with the following:

Written reprimand:	Removed twelve (12) months after issued;
Suspension:	Removed twenty-four (24) months after issued;
Demotion:	Removed thirty-six (36) months after demotion occurs; and
Discharge:	Not Removed.

Employee must make a request to the Chief of Police to have documentation of reprimands or disciplinary action removed. Documentation will be removed only if no incidents of a similar nature have occurred in the designated period following the incident.

Personnel files must be maintained by the Employer according to Oregon State Archive laws. Investigations resulting in disciplinary action or exonerations must be retained for three years after resolution.

Unfounded investigation records and all related files not resulting in disciplinary action and having no pending litigation or other ongoing legal proceedings may be purged after being held for three years.

If the investigation resulted in termination, all related files must be retained for 10 years after separation.

Performance evaluations may identify and address performance problem areas but shall not identify disciplinary action taken.

The Employer shall purge disciplinary files once State retention requirements have been met.

9.3 Commendations

All letters and documents pertaining to commendations shall remain a permanent part of the Employee's personnel file.

ARTICLE 10 - LAYOFF AND RECALL

A "layoff" means a reduction in the Association work force. In the event of a reduction in work force, layoffs will be made within each job classification on the basis of Employee seniority within the affected job classifications. Except in unusual circumstances, Employees shall be given at least fifteen workdays notice of layoff.

Employees recalled within 12 months shall be recalled in inverse order of layoff.

ARTICLE 11 - TRIAL SERVICE PERIOD

11.1 Probationary Period Defined

The probationary period for all employees shall be twelve (12) months, plus any time spent at the academy for certification purposes.

The probationary period for lateral entry Employees, shall be twelve (12) months.

During the probationary period an employee may be terminated without cause and without notice.

11.2 Payroll Advancement

Employees shall be eligible for advancement to the next pay step each (12) months, unless the Employee's evaluation has documented less than satisfactory performance. Such documented deficiencies must have been previously shared with the Employee, and the Employee given an opportunity to correct these deficiencies, prior to withholding step increases.

ARTICLE 12 - LEAVE OF ABSENCE

An Employee may be granted a leave of absence without pay for ninety (90) calendar days, if approved by the City Manager and the Chief of Police, and such leave does not unduly interfere with the normal operations of the Police Department. Upon request to the City Manager and the Chief of Police, the leave may be extended an additional ninety (90) calendar days. Requests for leave must be in writing and will not be approved for the purpose of accepting employment outside the city. An Employee's position will be held open until the ending time of the approved leave.

In the event of an emergency regarding the operations of the Department, the leave may be

interrupted with thirty (30) days written notice. The Employer will notify the Employee by certified mail (return receipt) of the desire to terminate the Employee's leave of absence. After actually being made aware of the Employer's desire to terminate the leave, the Employee shall respond within ten (10) days or be subject to disciplinary action up to and including dismissal.

Employees on leave of absence shall not accrue vacation or sick leave during the absence and will be required to reimburse the Employer for continued insurance premiums. If the Employer, in its sole judgment, does not require an Employee to reimburse the Employer for insurance premiums, such actions will not be deemed as precedent setting. The leave shall not prejudice an Employee's seniority accrued to the date of leave.

ARTICLE 13 - BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days with pay to discharge the customary obligations arising from a death in the immediate family of the Employee or the Employee's spouse. An additional two (2) days leave with pay may be granted by the Chief of Police or City Manager if the need is justified by the Employee. For the purposes of this Article, "immediate family" shall include: spouse, children, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandparents-in-law, grandchildren, and any other person living in the Employee's household. Exceptions to this definition of immediate family for the purposes of granting bereavement leave may be granted by the Chief of Police or his designee upon the request of the Employee.

Bereavement leave under this Agreement shall run concurrently with OFLA leave.

ARTICLE 14 - SICK LEAVE

14.1 Accrual

Upon hire, Employees shall receive a bank of ninety-six (96) hours of sick leave accrual which is equivalent to the first year's accrual at eight (8) hours per month. If the Employee leaves the employment of the Employer during his/her first year of employment, the Employee will be required to reimburse the Employer for any accrual used that would not have been earned using the accrual rate of eight (8) hours per month. After the first year of employment, all full-time Employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service which shall accrue from the date of employment. Sick leave shall accumulate to a maximum of 2,000 hours.

14.2 Utilization

Sick leave may be utilized for ~~personal illness or injury, or illness or injury in the immediate family or other person living in the Employee's household; necessary medical or dental appointments only when such appointments cannot be scheduled outside an Employee's regular duty hours.~~ any reason covered by Oregon's Sick Leave Law (ORS 653.616).

The Employer may require a physician's statement in those instances where an Employee has

been absent on sick leave more than forty (40) consecutive hours or where the Employer has reasonable grounds for belief of sick leave abuse.

14.3 Retirement

Upon retirement, an Employee's total accumulated unused sick leave will be reported to PERS.

14.4 Workers' Compensation Payment

This shall not interfere with the Employer's ability to assign light duty work with the approval of the Employee's physician. No Employee shall suffer a loss in compensation when injured on the job. The Employer agrees to compensate Employees for the difference between Workers' Compensation payments and the Employee's regular salary. The Employee agrees to endorse to the Employer, all workers' compensation checks exclusive of settlement payments for permanent disability.

ARTICLE 15 - HOLIDAYS

15.1 Patrol Shift Employees

In lieu of holidays, 8.00 hours of pay at the Employee's regular rate of pay, shall be added to the Employee's salary each month for each full month of employment in an Employee's position covered by this Agreement. In addition, Employees shall receive twenty (20) personal holiday hours on July 1 of each year. These holidays shall be taken in ten (10) hour increments and shall be used prior to or in conjunction with the first vacation or compensatory time off each fiscal year. The time will not be carried into the next fiscal year. In the event the Employee cannot take the holidays due to Employer needs, a letter from the Chief of Police stipulating the Employee tried but was prevented from taking the holidays will cause the remaining day(s) to be carried over into the next fiscal year.

15.2 Non Patrol Shift Employees

Employees who are not assigned to a regular patrol shift rotation, including but not limited to the School Resource Officer and Detectives, will be exempt from the eight (8) hours of pay per month.

Those Employees, however, will take the following days off:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th
Four and a half (4.5) Personal Holidays	Floating

Note: each of the above noted holidays reflects an eight (8) hour workday.

If an Employee, who would otherwise have the holiday off, works on any of the holidays listed above, the Employee shall receive regular compensation for all hours worked on that holiday in addition to regular holiday pay.

ARTICLE 16 -VACATIONS

16.1 Accrual

Vacations shall be granted as follows:

0-3 years	80 hours
4-7 years	120 hours
8-12 years	160 hours
13 years	200 hours

New Employees shall not be eligible for vacation leave during their first six months of employment, although vacation leave shall accrue from the beginning of employment.

Annual vacation shall be accrued on a monthly basis based on the Employee's hire date. For each month an Employee works, he/she shall be credited for the amount of vacation commensurate with his/her length of service. Accumulation of vacation shall correspond with the Employer's personnel rules regarding vacation accruals.

16.2 Selection

Vacation time shall be selected at the same time as shifts are bid on the basis of job classification seniority, provided, however, that each Employee will be permitted to exercise his/her right of seniority only once annually and provided the senior Employee requests the time in conflict within 30 days of posting. Employees shall be permitted to request vacation either on a split or an entire basis. After the selection, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

The Employer shall make every effort to not cancel approved vacations. When a forced vacation cancellation occurs the Employer will assist the Employee to recover any expenses incurred by the Employee for planned travel or reservations. The Employer will be responsible to compensate an Employee whose vacation was forcefully canceled for any travel or reservation expenses that are not recoverable by the Employee due to the cancellation.

16.3 Death or Termination

In the event of termination of an Employee who is otherwise entitled to vacation credits, the Employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary according to the designation of benefits used for PERS.

16.4 Comp Time Integration

Employees shall be allowed the option of using compensatory time in conjunction with vacation time with prior consent of the Employer.

ARTICLE 17 - UNIFORMS

17.1 Defined

The Employer shall provide the required uniform to new Police Officers hereafter employed. Police Officers presently employed shall be provided any replacements or additions to the required uniform when needed, as determined by the Employer. Each Employee required to wear a uniform shall be provided three uniforms for summer and two uniforms for winter. A standard duty uniform is defined as one (1) pair of pants and one (1) shirt. Additional authorized uniforms and protective equipment as required by the department will be furnished by the Employer to each employee with replacement of same when necessary through wear, destruction, or changing of the uniform or equipment. The Employer shall provide ballistic vests, equal to or greater than type IIIA level, with two covers and shall require the Employees to wear such vests while in uniform on duty and/or at the direction of a supervisor when working in plainclothes. Issued ballistic vests shall be replaced as indicated by the manufacturer's specifications.

17.2 Cleaning

Uniforms shall be maintained and cleaned by the Employer.

17.3 Duty Gear Allowance

The Employer shall grant each Employee an allowance of \$150.00 in July of every calendar year for the purchase of duty related gear or footwear to be worn with the duty uniform.

ARTICLE 18 - TRAINING

The Employer encourages all Employees to continue to develop themselves through special training and academic courses. The Employer will participate in an educational reimbursement program as follows so long as the Employee has made use of job related programs which may be provided by the state, federal government or other agencies:

- A) For courses taken at the request of the Employer, the full cost of tuition and books will be paid by the Employer. Books shall remain the property of the Employer.

For courses taken on the Employee's own initiative, regardless of whether such courses are provided by the state, federal governments or other agencies, City will reimburse Employee up to a maximum of \$200 per quarter (\$800 per year) as follows: \$100 for tuition at an accredited college for receiving a passing grade of "C" or its grade point equivalent; \$150 for tuition at an accredited college for receiving a grade of "B" or its grade point equivalent; and \$200 for tuition at an accredited college for receiving a grade of "A" or its grade point equivalent.

ARTICLE 19 - GRIEVANCE PROCEDURE AND ARBITRATION

19.1 Procedure

Grievance Defined:

A grievance shall mean a claim by an Employee, and/or the Association that there has been a violation of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be calendar days.

Step 1. Immediate Supervisor: The grievant shall discuss the grievance first with his/her immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within fifteen (15) days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with his/her immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 2. Chief of Police: Within ten (10) days if the grievant is not satisfied with the disposition of his/her grievance at level one, he/she shall file the written grievance with the Department Head. The Department Head shall hear the appeal and render his/her written decision within ten (10) days after receiving the grievance.

Step 3. City Manager: Within ten (10) days if the aggrieved is not satisfied with the disposition of his/her grievance at level two (2), he/she shall file his/her appeal with the City Manager. The City Manager or his/her designee shall hear the appeal and render his/her decision within ten (10) days after receiving it.

Step 4 Mediation: If the grievance cannot be resolved by the City Manager, the parties agree that the grievance will be submitted to a pre-arbitration panel comprised of three members selected by the Association, from other police associations, and three members selected by management, from other police agencies. The panel will meet within thirty (30) business days to review the grievance and if necessary conduct interviews to resolve the issue. The decision of the panel is non-binding; however, the parties may mutually agree to accept the decision of the panel as binding.

Step 5. Arbitration:

A. If the aggrieved is not satisfied with the disposition of his/her grievance at level four 4), he/she shall, within ten (10) days file his notice of intent with the Association and the Employer to appeal the grievance to arbitration.

B. Within ten (10) days after such notice of intent, the Employer and the Association, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. This list shall consist of five (5) to seven (7) arbitrators who reside in Oregon, are on the ERB list, and who are also members of the national Academy of Arbitrators. The arbitrator shall be selected from this list by the striking method.

C. The findings of the arbitrator shall be limited to the terms of this agreement and the arbitrator shall have no authority to amend, modify, alter or add to or subtract from this agreement.

D. The decision and award of the arbitrator shall be final and binding on the parties.

E. The arbitrator shall be asked to submit his/her award within thirty (30) calendar days from the date of the hearing. His/her decision may also provide retroactivity to the original date of the Agreement. The losing party shall be responsible for the compensation of the arbitrator's fee and the cost of any hearing room unless such are paid by the State of Oregon.

19.2 Time Limits.

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

B. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

C. Any and all time limits specified in the grievance procedure may be waived by mutual consent of the parties. This waiver must be in writing and signed by the involved parties.

19.3 Discrimination Issues.

Prior to submitting a discrimination issue to EEOC of the Bureau of Labor, the Employer encourages the Employee to meet with the Chief of Police in an attempt to resolve the issue

internally. If the Chief of Police is unable to resolve the issue within 10 days the Employee is encouraged to meet with the City Manager in an attempt to resolve the issue. If the discrimination issue involves the Chief of Police the Employee may go directly to the City Manager to seek resolution.

19.4 Association Representatives

Authorized representatives of the bargaining unit may process grievances during duty hours, so long as time used to do so is not excessive and does not interfere with the normal operation of the Police Department. The Employer will never be required to pay an Employee overtime to facilitate the processing of an Employee's grievance.

ARTICLE 20 - COMPENSATION

20.1 Wages

Employee wages shall not be increased and shall remain the same for the period of time described in Article 30 – Term of Agreement other than Incentive and Premium Pay they have become eligible to receive.

| Effective July 1, 201~~8~~⁵ the salary scale will be increased by two percent (2%).

| Effective July 1, 201~~9~~⁶ the salary scale will be increased by two percent (2%)

| Effective July 1, 20~~20~~¹⁷ the salary scale will be increased by two percent (2%)

20.2 Retirement

Employees 6% PERS/OPSRPP contribution shall be paid by the Employer.

20.3 Incentive Pay

Employees possessing an intermediate Certificate from Department of Public Safety Standards and Training (DPSST), and/or an Associate's Degree (or ninety term hours of college/sixty semester hours) shall receive a 5% per month incentive, calculated on their base salary. Employees possessing an Advanced Certificate from DPSST and/or a Bachelor's Degree (or one hundred eighty term hours of college/one hundred twenty semester hours) shall receive an additional 5% per month incentive, calculated on their base salary. The DPSST incentive pay shall not exceed 10%.

20.4 Premium Pay

In addition to any other differentials, Employees assigned as School Resource Officers shall receive premium pay of three percent (3%) computed on their base salary. In addition to any other differential, Employees assigned as Field Training Officers shall receive premium pay of five percent (5%) computed on their base salary, for time actually spent in such training.

ARTICLE 21 - INSURANCE

The City will provide health insurance coverage for its employees and their eligible dependents. This coverage shall also include coverage for vision, dental and chiropractic.

The City will maintain Regence High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for each employee.

- a. Employees will be responsible for 10% of their monthly health care premium cost. The City shall make available an IRS Section 125 plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, the employee's contribution to medical, dental and vision premiums.
- b. For each eligible employee, the City will fund each employee's individual Health Savings Account (HSA).

The City shall deposit 100% of the HDHP deductible (currently \$1500 for a single employee and \$3000 for an employee plus spouse, children or family) into each eligible employee's HSA account for the employee's use for eligible medical expenses. Deposits to eligible employees' HSA accounts will be made in quarterly installments.

If an employee's health coverage status changes from employee only to employee plus one or more (i.e. employee plus spouse, children, or family) within the first three quarters of the calendar year (January through September), the City will make an additional deposit into the affected employee's HSA account in an amount equal to the difference between the employee only and family deductible (difference currently \$1500 per calendar year).

- c. Employees who are not eligible for an HSA as deemed by IRS rules and regulations (for instance they are on Medicare or Medicare eligible and/or they are covered by another non HDHP insurance policy) and or those employees who choose not to have an HSA, the City will compensate them in an amount equal to the HDHP plan annual deductible (currently \$1500 for a single employee and \$3000 for an employee plus spouse, children or family.) Taxes and other required deductions will apply and be deducted from the compensation payments. The payment of the annual deductible amount will be distributed in quarterly installments.
- d. Contributions to HSAs for mid-year hires will begin at the same time that medical insurance coverage starts which currently is the first of the month following the date of hire. The City will prorate the deductible (currently \$1500 for a single employee and \$3000 for an employee plus spouse, children or family) and deposit a prorated quarterly installment into the employees HSA account based on the month the employee is first eligible for insurance. The employee will then be eligible for the next scheduled quarterly installment.

- e. The parties agree to reopen this Article and Article 20 for midterm bargaining if any of the insurance plan premiums und this Agreement exceed the excise tax threshold under the Affordable Care Act (“ACA”).

ARTICLE 22 - PERSONNEL RULES AND DEPARTMENT REGULATIONS

No new police department personnel rule, department regulations or change in any existing department personnel rules that address subjects that are mandatory issues for bargaining shall be proposed for adoption unless the change has been agreed upon by the Association and the Employer.

Lexipol policies protect the Employee's rights and when practiced reduces officer liability. The Association recognizes the value of Lexipol and agrees to adopt Lexipol as the department's operational policy manual.

ARTICLE 23 - BILL OF RIGHTS

23.1 Purpose

The purpose of this Bill of Rights is to ensure the rights of due process in the investigation of citizen complaints brought against Employees.

- A) An Employee shall be given notice of the nature of the Category II (as defined by the Lexipol Policy Manual) complaint at least 24 hours prior to appearing at an internal affairs investigation meeting. Preliminary questions directed at gaining a general overview of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence do not constitute an internal affairs investigation meeting.
- B) If the Employee requests, the Employee shall have the right to be accompanied by an Association representative or legal counsel, of the Employee’s choosing, at any interview of an Employee; and
- C) If charges are filed, the Employee shall be given a copy of the summary report of the investigation, a list of the witnesses who will appear against the Employee and the identity of his/her accuser.
- D) It is agreed that no member of the bargaining unit will be required to write a report to the Employer on any complaint against him/her unless the complaint has been reduced to written form, signed and dated by the complainant and/or when the complainant is anonymous, the complaint has been reduced to written form by the Sergeant and/or the Chief of Police receiving and documenting the complaint. Prior to any written report being required of an Employee, the Employee will be furnished with a copy of said signed complaint, and given a reasonable amount of time, not to exceed forty-eight (48) hours, to consult with the Association’s attorney. If an Employee is on leave, the forty-eight (48) hours will begin upon

their return to duty.

- E) The Employer will inform the Employee of the outcome of the investigation within ninety-six (96) hours of the completion of the investigative procedure with the exception that new misconduct has been discovered requiring additional investigation and/or when the misconduct develops into a criminal investigation.

23.2 Due Process

All Employees will be afforded due process prior to any disciplinary action being administered beyond an oral reprimand. Due process means a written notice of investigation findings and the range of discipline being considered. The Employer shall provide upon request by the Association and affected Employee all documents which the Employer relied upon to determine its findings.

ARTICLE 24 - SENIORITY

Seniority shall be defined as accumulated service within the bargaining unit. Accumulation of seniority is subject to the following:

1. Seniority for those Employees who promote out of bargaining unit shall, after 30 days, dissipate at a rate of one (1) day for each day the former bargaining unit member is no longer a bargaining unit member.
 - a. Should the former bargaining unit member return to the bargaining unit through demotion or reclassification they shall again begin to accumulate seniority from the point at which dissipation ended.
 - b. If the returning Employee's seniority has completely dissipated, he or she shall be granted one (1) day of seniority more than the most senior probationary Employee upon their return to the bargaining unit.
2. Employees who leave the employment of the Employer due to resignation or lawful termination shall immediately lose all bargaining in seniority.

This article shall apply retroactively to all former members of the bargaining unit who are still employed with the Employer at the time of the signing of this document.

ARTICLE 25 - SAVINGS CLAUSE

Except as otherwise provided for in this Agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause shall automatically be deleted from this Agreement to the extent that it violates the law, but remaining articles, clauses and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet, upon request by either

party, to negotiate a substitute for the removed article, section or clause.

ARTICLE 26 - FUNDING CLAUSE

The parties to this Agreement recognize that the revenue necessary to operate the Employer's service programs and its facilities and operation must be approved by established budget procedures and, in certain circumstances, by vote of the people. Therefore, the parties to this Agreement concur that where economic conditions prevent the Employer from operating the service programs or its facilities and operations at the level agreed in this contract, then upon written request from either party, the economic provisions of this Agreement shall be reopened automatically for re-negotiations and no other provisions of this Agreement shall be affected thereby. Economic provisions of this Agreement subject to such re-negotiations shall mean only the salary schedule and insurance benefits.

ARTICLE 27 - VACANCIES AND PROMOTIONAL OPPORTUNITIES

When a vacancy occurs and/or new jobs are created for positions in the bargaining unit, they shall be posted for a period of seven (7) working days within the department, stating the job, shift and rate of pay, and when the job is expected to start.

Employees who bid on the job and who meet the minimum qualifications for the job shall be interviewed and considered.

Employees who are not selected for a position shall be informed in writing as to why they were not selected.

A successful qualified bidder shall have a trial period of up to thirty (30) working days on the job, during which time period he/she may decide, for any reason, to return to his/her previous job.

ARTICLE 28 - WELLNESS

28.1 The Employer agrees to reimburse Employees at the rate of \$12.00/per month, not to exceed \$144.00, for membership in a health club or fitness center of the Employee's choosing. Employees desiring reimbursement must provide receipts showing monthly payments they've actually made. The intent of this article is to "reimburse" employees for an expense they've actually incurred.

The reimbursement shall be made once yearly. The Employee must provide receipts no later than June 15 and payment will be made by separate check in July.

ARTICLE 29 - DEFENSE AND INDEMNIFICATION

The Employer acknowledges its legal responsibility to provide Employees with a defense and indemnification against any tort claim, demand, or action as prescribed by State law.

29.1 Reimbursement of Legal Fees

The Employer agrees to reimburse an Employee for reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or criminal investigation arising out of the Employee's performance of his/her duty as an Employee within the course and scope of his/ ~~or~~ her employment with the Employer.

- A. Reimbursement will not be made if:
 - 1. The Employee is convicted by verdict or plea, or pleads to no contest to criminal charges arising out of incident; or
 - 2. The Employee has sustained disciplinary charges at a level higher than written reprimand based on his or her actions which formed the basis for the possible criminal liability, unless the discipline is overturned completely or reduced to a written reprimand or lower through the grievance arbitration process or by agreement of the parties.
- B. The Employer shall have no obligation to reimburse the Association or counsel for the Association for costs or Association legal fees in any instance where the Employee or the Association elect to have counsel for the Association represent the Employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.
- C. The Employer shall have no obligation to reimburse an Employee, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary proceedings or through the grievance or arbitration process.
- D. Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings, including arbitration, arising out of the incident, and are subject to the following monetary limitations:
 - 1. Legal fees related to grand jury investigation and/or appearance: \$2,500.
 - 2. Legal fees related to a grand jury or post-grand jury indictment or other charging instruments: an additional \$5,000.
- E. To receive reimbursement under this Article:
 - 1. The Employee must select one (1) attorney from a list of eight (8) which has been mutually agreed upon by the Association and the Employer. Neither party will unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this

agreement, the Association will submit to the Employer the names of the attorneys it proposes for inclusion on the list. If the Employer does not object to an attorney on the list within ten (10) working days, the attorney will be included on the list. The names on the list will be reviewed annually to represent an Employee. If no attorney on the list is available to represent an Employee, the Employee may obtain another attorney with prior approval of the Employer; and

2. The Employee must present the Employer with a sworn affidavit by the attorney listing a breakdown of the time spent, a description of the purpose of such time, and the charge of such time. If the Employer, in its discretion, feels the charges exceed the amounts reasonably, usually and customarily charged, the Employer may submit the bill to a mutually acceptable arbitrator. The arbitrator's determination will be final and binding as to the Employer's obligation under this Article.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2015, unless otherwise specified herein and shall expire on June 30, 2018. The Agreement shall be automatically renewed from year-to-year thereafter unless either the Association or the Employer desires to amend or re-negotiate it. The moving party shall notify the other in writing no later than October 15 of the year preceding the expiration of this Agreement that it desires to modify this Agreement. The terms of the Agreement shall remain in full force and effect throughout the period of negotiations.

Executed by the parties on the ____ day of _____, ____.

Jerry Gillham, City Manager
On behalf of the City of Sutherlin

Kyle Nelson, President
On behalf of Sutherlin Police
Officers' Association



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.ci.sutherlin.or.us

City of Sutherlin

STAFF REPORT					
Re: Sutherlin Liquor/Smoke Shoppe Etc. 125 W. Central Ave., Sutherlin				Meeting Date: 03/12/2018	
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Troy A. Mills, Chief of Police				City Manager Review <input type="checkbox"/>	
Attachments: N/A					

WHAT IS BEING ASKED OF COUNCIL?

The Sutherlin Liquor/Smoke Shoppe, located at 125 W Central Avenue, Sutherlin, is requesting approval to obtain a license through the Oregon Liquor Control Commission (OLCC) to sell beer and wine products at the current business location.

Currently, the Sutherlin Liquor/Smoke Shoppe is considered an "Agent of the State" through OLCC for sales of liquor and does not include the sales of beer and wine.

Under OLCC regulations, a new license needs to be obtained because the sale of beer and wine is considered a "new retail business." The new license is called an "Off-Premises Sales License". This does not mean the business will be allowed to sell beer and wine off premises. It is only for instore sales of beer and wine.

This request is the result of a new retail business within the Sutherlin Liquor/Smoke Shoppe within the City of Sutherlin. The individual applying for the license is Jeremy White.

EXPLANATION

The police department has found no information that would be viewed as disqualifying by the Oregon Liquor Control Commission (OLCC).

OPTIONS

1) Provide OLCC a recommendation that this license be approved and granted for "Off-Premises Sales" to Sutherlin Liquor/Smoke Shoppe Etc., Sutherlin with the listed owner shown as Jeremy White.

2) Provide OLCC a recommendation that this license not be approved or granted for "Off-Premises Sales" to Sutherlin Liquor/Smoke Shoppe Etc., Sutherlin with the listed owner shown as Jeremy White.

SUGGESTED MOTION(S)

None

**LIQUOR LICENSE APPLICATION**

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- ☐ Brewery
☐ Brewery-Public House
☐ Distillery
☐ Full On-Premises, Commercial
☐ Full On-Premises, Caterer
☐ Full On-Premises, Passenger Carrier
☐ Full On-Premises, Other Public Location
☐ Full On-Premises, Nonprofit Private Club
☐ Full On-Premises, For-Profit Private Club
☐ Grower Sales Privilege
☐ Limited On-Premises
☒ Off-Premises
☐ Off-Premises with Fuel Pumps
☐ Warehouse
☐ Wholesale Malt Beverage & Wine (WMBW)
☐ Winery

CITY AND COUNTY USE ONLY

Date application received _____

Name of City or County _____

Recommends this license be ____ Granted ____ Denied

By _____

Date _____

OLCC USE

Application received by _____

Date _____

License Action:

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

Jeremy White

Applicant #2

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

Sutherlin Liquor/Smoke Shoppe Etc.

3. Business Location: Number and Street 125 W. Central Ave.

City Sutherlin

County Douglas

ZIP 97479

4. Is the business at this location currently licensed by the OLCC? ☐ Yes ☒ No**5. Mailing Address (where the OLCC will send your mail):**

PO Box, Number, Street, Rural Route 125 W. Central Ave.

City Sutherlin

State Oregon

ZIP 97479

6. Phone Number of the Business Location: (541)459-4108**7. Contact Person for this Application:**

Name Jeremy White

Phone Number (541)531-1318

Mailing Address, City, State, ZIP

125 W. Central Ave. Sutherlin Oregon 97479

Email Smokeshoppeetc@gmail.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

Signature of Applicant #1

Signature of Applicant #2

Signature of Applicant #3

Signature of Applicant #4



COUNCIL BUSINESS





126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Pro-Tem Judge Approval				Meeting Date:	2/26/2018
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Municipal Court Clerk, Trissie Penland				City Manager Review	<input checked="" type="checkbox"/>
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

To approve a position for a Municipal Court Judge Pro Tem.

EXPLANATION

The City of Sutherlin's current Judge is a practicing attorney in Roseburg. Sometimes conflicts of interest arise and the current Judge is unable to hear those cases in court. A Judge Pro Tem would have to be brought in to take the Judge's place in those rare instances in order for the court process to proceed.

The City is requesting a Judge Pro Tem position be established in the event of this rare conflict. Should the need arise; the City will retain a list of qualified attorney's capable of filling the Judge Pro Tem position. Those Attorneys on the list will be sworn in as a Sutherlin Judge Pro Tem and fill the vacancy as needed in those rare instances.

OPTIONS

SUGGESTED MOTION(S)

- 1) Approve the Judge Pro Tem position
- 2) Not approve the Judge Pro Tem position



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City of Sutherlin

STAFF REPORT					
Re: BUSINESS REGISTRATION ORDINANCE				Meeting Date:	3/12/18
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Jerry Gillham, City Manager				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Notice of Enactment, Ordinance, and Exhibit A					

WHAT IS BEING ASKED OF COUNCIL?

Consider the attached ordinance and conduct first reading vote.

EXPLANATION

This ordinance is presented to Council for a first reading. In this process through collaboration with interested businesses and with the leadership and coordination of Mr. Gary Dagel, AND Gary Dagel coordinating with City Staff, we committed to creating a draft for first reading that incorporated both Council and the interested businesses input. This is our first attempt in this effort. Again, this ordinance draft was created by mutual collaboration with Mr. Dagel and we present this for a first reading in which any minor changes by council could be accommodated. If there are significant differences remaining from council, we may need to delay any further action until such time as differences can be resolved.

SUGGESTED MOTION(S)

1. If there are minor suggested changes by council, move to approve a "first-reading" of Ordinance with the changes.
2. If there are major differences presented by council, council must decide to delay a first reading in favor of resolving these differences. The Ordinance if substantially changed would need to be revised and presented to council for a first reading at another meeting. This too, is not a problem.



City Recorder/HR Manager
126 E. Central Avenue
Sutherlin, OR 97479
(541) 459-2856 x 207
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City of Sutherlin

NOTICE OF ORDINANCE ENACTMENT

ORDINANCE NO. _____

“AN ORDINANCE OF THE CITY OF SUTHERLIN ADDING CHAPTER 5.02 TO THE MUNICIPAL CODE TO PROVIDE A PROCESS FOR BUSINESS REGISTRATIONS”

THIS ORDINANCE WILL BE CONSIDERED BY COUNCIL AT THE REGULAR COUNCIL MEETING OF

MONDAY, MARCH 12, 2018 @ 7PM
CIVIC AUDITORIUM - 175 E. EVERETT AVENUE

Questions or copies of this Ordinance may be viewed by interested persons at the office of City Recorder, 126 E. Central Avenue, Sutherlin, Oregon, between the hours of 9:00 a.m. and 5:00 p.m., weekdays. A copy of this Ordinance may be purchased by interested persons for a sum determined to cover the City’s expense for providing the copy.

Pursuant to Section 30 (b) (c) of the Sutherlin City Charter, this notice has been posted at the following locations: Sutherlin City Hall; Sutherlin Post Office; Sutherlin Visitor’s Center and the City’s website (www.cityofsutherlin.com).

Posted this day, March 5, 2018
By Diane Harris
City Recorder

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUTHERLIN ADDING CHAPTER 5.02 TO THE MUNICIPAL CODE TO PROVIDE A PROCESS FOR BUSINESS REGISTRATION

WHEREAS, the City and the public have a need to know what types of businesses currently exist within the community to assist with the protection of the public's health and safety; and

WHEREAS, information collected through a business registration program would create a contact database for the police department, fire department, City Manager and City Council to assist with public safety, economic forecasting, economic development, budget preparation, city promotion, and revenue projection; and

WHEREAS, a business registration program will provide the City and the public with the needed information in the least impactful way.

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

Section 1: Chapter 5.02 is hereby added to the Sutherlin Municipal Code as set forth in Exhibit A.

Section 2. Effective date. This ordinance shall take effect 30 days after adoption.

PASSED BY THE COUNCIL THIS ____ DAY OF _____, 2018.

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2018.

Mayor, Todd McKnight

ATTEST:

City Recorder, Diane Harris, CMC

EXHIBIT A

5.02.005 PURPOSE AND SCOPE

- A. This chapter is enacted to provide a mechanism to further protect the safety and quality of life of the public and community by making sure that all existing and newly arriving businesses in the City of Sutherlin are known to Public Safety response teams for the essential protection of life and property and to guarantee that all newly arriving businesses locate to properly zoned land and structures.
- B. All businesses in the City of Sutherlin remain subject to the regulatory provisions of any other applicable laws, including but not limited to city ordinances, state statutes or other regulations now or hereafter in effect, and the business engaged therein is liable to remain in compliance with such laws and regulations.
- C. Nothing in this chapter shall be construed to apply to any person engaging in business within the city that is exempt from taxation or regulation by virtue of Constitutions or laws either of the United States or State of Oregon.
- D. All legally operating businesses that have been in engaging in business in the City of Sutherlin from the date of this ordinance shall be exempt from submitting a business registration.
- E. This business registration, once executed, serves as the record establishing that the newly arriving business is lawfully operating its business activities as described in the recorded registration. Any business that begins activities without properly completing a new business application shall be subject to current city code regarding business operations in the City of Sutherlin.

5.02.010 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Engaging in business. Operating, conducting, engaging in, carrying on or pursuing any business, profession, occupation, trade, service or pursuit for the purpose of profit or livelihood.

Person. Any individual, corporation, firm, company, partnership, joint venture, enterprise, association or other entity engaging in business, profession, occupation or trade.

Registration or Business Registration. The document issued by the City for purposes of providing accurate emergency contact information for public safety and ensuring the business locates onto properly zoned land or buildings.

5.02.020 REGISTRATION OF BUSINESS.

- A. This ordinance only applies to newly arriving businesses beginning at the date of final adoption of this ordinance. No currently operating business prior to the date of this ordinance adoption shall be subject to this ordinance.
- B. Except as provided in subsection (F) of this section, no person may engage in business within the City of Sutherlin without first completing and filing a Business Registration Application with the City.
- C. The business owner or authorized representative shall provide his or her name, the business name or doing business as (DBA) name, local and permanent address, telephone number, contact person, and the name and contact information for the owner of the property where business will be operated (if different).
- D. Corporations or other legal entities shall provide business name or DBA address, telephone number, name of an owner, officer, director or registered agent, and EIN number, if applicable.
- E. Registration shall be submitted to the Community Development Department.
- F. This ordinance shall only apply to businesses primarily of “bricks and mortar” and all occupants in commercially zoned property. Home-based businesses are not subject to this ordinance.

G. 5.02.030 RENEWAL.

Every person engaging in business shall annually confirm with the Community Development Department, on a form provided by the City, that the registration information on file is current.

5.02.040

- A. Upon any change in the business contact information that does not include a change of address, the new business owner must provide updated contact information within 90 days of assumption of ownership.
- B. A new Business Registration must be provided when a change in address due to the physical relocation of a currently registered business occurs or when the ownership change is the result of an assumption of ownership from outside a family member, employee or current Sutherlin resident. It is a violation of this Chapter for a registered business to continue to engage in business within the City of Sutherlin at a new address without having an updated business registration from the City.



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City of Sutherlin

STAFF REPORT					
Re: Resolution 2018.04 – Loan Refinance (Refunding Bonds)				Meeting Date:	03/12/18
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Dan Wilson, Finance Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Resolution 2018.04 & Supporting Documents					

WHAT IS BEING ASKED OF COUNCIL?

Consider approving Resolution 2018.04

EXPLANATION

The Oregon Infrastructure Finance Authority, the issuer of the original loan, has approached the City with an opportunity to refinance the loan for the remaining life of the loan (2018 through 2033). The loan was funded by the issuance of Oregon Bond Bank Revenue Bonds. These bonds would be refunded and new bonds would be issued at a lower interest rate which would then lower the interest rate on the loan. The current average interest rate on the remaining life of the loan would be 4.79%. The new average loan rate is anticipated to be 3.79% which would produce a savings over the remaining 16 years of the loan would be \$64,083.70. The new rate(s) will depend on the actual results of the pricing of the new bonds which will take place on March 22, 2018. The Oregon Infrastructure Finance Authority is underwriting this transaction which will not require the City to expend any funds for this purpose. The City has requested an opinion from bond council regarding this transaction. We anticipate no issues but if bond counsel does find the transaction to not be in the best interest of the City, we will terminate the transaction. Attached are supporting documents from the original loan agreement as well as the proposed. The loan proceeds were used to replace the water line on Central Ave between Umpqua and Sherman streets. Revenues from the water department are being used to repay the loan.

OPTIONS

1. Approve the resolution as presented
2. Not approve the resolution

SUGGESTED MOTION(S)

Move that Resolution 2018.04 be approved as presented

6. Application of Unexpended Loan Proceeds. Unless Department, in its sole and absolute discretion, grants Recipient an extension in writing, any proceeds of the Loan held by Department on the earlier of the Project Completion Date or thirty-six (36) months after the Loan Closing Date shall be applied, together with any interest earnings thereon, on the first Optional Loan Prepayment Date:

First, to pay any arbitrage rebate due with respect to the Loan pursuant to Section 148(f) of the Code,

Second, to pay unpaid interest accrued to the Optional Loan Prepayment Date, and

Third, to prepay principal on the Loan and the prepayment premium applicable to the Loan Prepayment as determined in accordance with the Payment Schedule to the Note.

Any extension granted by Department shall be conditioned on Recipient providing evidence satisfactory to Department and Bond Counsel of Recipient's compliance with any arbitrage and yield reduction payments required under Section 148 of the Code. Even though Department may grant an extension to Recipient, Department at all times reserves the right to refuse to grant any future extension.

Department shall determine, in its sole discretion, the method by which any payments on the Loan pursuant to this Section 6 shall be applied to the outstanding balance of the Loan. If any proceeds of the Loan remain after the payment of the entire outstanding principal balance of the Loan and the prepayment premium applicable to the Loan Prepayment as determined in accordance with the Payment Schedule to the Note, such amounts shall be the property of Department, and Recipient shall have no claim to such amounts.

7. Sources of Repayment of Recipient's Obligations; Security for Loan.

a. Recipient shall apply funds derived from the sources of repayment described in the Act and Exhibit D to the punctual payment of the principal of and interest on the Loan and to satisfy all other payment obligations of Recipient under this Loan Agreement and the other Loan Documents; provided, however, that nothing in this Loan Agreement shall be deemed to prevent Recipient from paying any amounts payable by Recipient under this Loan Agreement or any other Loan Document from any other legally available source.

b. Recipient hereby pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amounts due under this Loan Agreement and the Note. This Loan Agreement and the Note shall be payable from all legally available funds of Recipient.

c. Further, Recipient hereby grants to Department a security interest in and irrevocably pledges the revenues described in Exhibit D to pay all of the obligations owed by Recipient to Department under the Loan Agreement. Any such revenues hereafter received by Recipient shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, except as provided in Exhibit D, to the fullest extent permitted by ORS 287A.310. Recipient hereby represents and warrants that the pledge of revenues hereby made by Recipient complies with, and shall be valid and binding from the date hereof pursuant to ORS 287A.310.

EXHIBIT B
PROJECT DESCRIPTION

Recipient will design and install the following:

1. An 18-inch replacement water main from Umpqua Street to Sherman Street (approximately 3,800 lineal feet running roughly along the centerline of Center Avenue).
2. Six new fire hydrants along the replacement water main site in the downtown area.
3. Approximately eight new service lines attached to the new water main to meet future irrigation needs in the downtown area.

EXHIBIT D
SOURCES OF PAYMENT AND PLEDGE

I. FULL FAITH AND CREDIT PLEDGE

Recipient hereby pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amounts due under the Loan Agreement and the Note. The Loan Agreement and the Note shall be payable from all legally available funds of Recipient.

II. NET REVENUES OF THE SYSTEM - PARITY POSITION

1. The principal of and interest on the Loan shall be payable from the Net Revenues of Recipient's System. Recipient hereby grants to Department a security interest in and irrevocably pledges its Net Revenues to pay all of the obligations owed by Recipient to Department under the Loan Agreement. As described in ORS287A.310, the pledge of the Net Revenues hereby made by Recipient shall be valid and binding from the date of this Loan Agreement.
2. Recipient shall not incur any obligations payable from or secured by a lien on and pledge of the Net Revenues that is superior to the Loan.
3. Recipient shall not incur any obligations payable from or secured by a lien on and pledge of the Net Revenues that is on a parity with the Loan unless the Net Revenues exceed one hundred twenty percent (120%) of the annual debt service on the Loan and any obligations deemed to be on a parity with the Loan as described in paragraph 4 or issued on a parity with the Loan, including the additional obligations proposed to be issued by the Recipient. Prior to the issuance of any obligations that are proposed to be issued on a parity with the Loan, the Recipient shall deliver to Department a certificate demonstrating that the requirements of this paragraph are satisfied.
4. Notwithstanding the requirements of paragraph 3 above, loans previously made and loans made in the future by Department to Recipient that are secured by the Net Revenues shall have a lien on such Net Revenues on a parity with the Loan; provided however nothing in this paragraph shall be deemed to affect the priority of any of the Department's liens on such Net Revenues in relation to the liens of any third parties.
5. Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan and any additional obligations on a parity with the Loan as described in paragraphs 3 and 4 above. If in any fiscal year the Recipient fails to collect fees to meet this requirement, the Recipient shall adjust its fees and assure future compliance.
6. Recipient may establish a debt service reserve fund to secure obligations that are issued on a parity with the Loan as described in paragraph 3 above, provided that such debt service reserve fund is not pledged to the payment of the debt service on such obligations unless the Net Revenues of the System are deposited into such debt service reserve fund only after provision is made for the payment of debt service on the Loan and the loans described in paragraph 4 above during the then current fiscal year.
7. The Net Revenues pledged pursuant to paragraph 1 above and hereafter received by Recipient shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, except as provided in paragraphs 3 and 4 above, to the fullest extent permitted by ORS287A.310. Recipient hereby represents and warrants that the pledge of Net Revenues hereby made by Recipient complies with, and shall be valid and binding from the date hereof as described in ORS287A.310.

REVISED PAYMENT SCHEDULE TO PROMISSORY NOTE

Recipient: City of Sutherlin

Loan Number: B07005

Original Principal Amount: \$779,697

Annual Interest Calculation Date: January 1

Maturity Date: January 1, 2034

Interest Rate(s) and Payment Amounts and Dates					
Payment Date	Principal Amount	Interest Rate*	Interest Payment	Total Principal and Interest Payment	Outstanding Principal Balance
12/1/2009	18,223	3.000%	18,425.18	36,648.18	761,474.00
12/1/2010	18,319	3.000%	34,233.14	52,552.14	743,155.00
12/1/2011	18,419	3.000%	33,683.56	52,102.56	724,736.00
12/1/2012	18,521	3.500%	33,130.98	51,651.98	706,215.00
12/1/2013	23,645	3.500%	32,482.74	56,127.74	682,570.00
12/1/2014	23,772	4.000%	31,655.16	55,427.16	658,798.00
12/1/2015	23,923	4.000%	30,704.28	54,627.28	634,875.00
12/1/2016	24,080	4.000%	29,747.36	53,827.36	610,795.00
12/1/2017	24,243	4.000%	28,784.16	53,027.16	586,552.00
12/1/2018	24,413	4.250%	27,814.44	52,227.44	562,139.00
12/1/2019	24,601	4.500%	26,776.88	51,377.88	537,538.00
12/1/2020	29,808	4.000%	25,669.84	55,477.84	507,730.00
12/1/2021	30,000	5.000%	24,477.52	54,477.52	477,730.00
12/1/2022	30,250	5.000%	22,977.52	53,227.52	447,480.00
12/1/2023	30,512	4.000%	21,465.02	51,977.02	416,968.00
12/1/2024	35,733	5.000%	20,244.54	55,977.54	381,235.00
12/1/2025	36,019	5.250%	18,457.88	54,476.88	345,216.00
12/1/2026	36,335	5.000%	16,566.88	52,901.88	308,881.00
12/1/2027	36,652	5.250%	14,750.12	51,402.12	272,229.00
12/1/2028	42,001	4.500%	12,825.88	54,826.88	230,228.00
12/1/2029	42,317	4.750%	10,935.84	53,252.84	187,911.00
12/1/2030	42,664	4.750%	8,925.78	51,589.78	145,247.00
12/1/2031	48,028	4.750%	6,899.24	54,927.24	97,219.00
12/1/2032	48,410	4.750%	4,617.90	53,027.90	48,809.00
12/1/2033	48,809	4.750%	2,318.42	51,127.42	0.00

OPTIONAL LOAN PREPAYMENT DATES AND PRICES

Optional Loan Prepayment Period (both dates inclusive)	Prepayment Price
January 1, 2017 through December 31, 2017	102%
January 1, 2018 through December 31, 2018	101%
January 1, 2019 and thereafter	100%

*This interest rate shall apply to the principal amount stated to the left, and interest shall accrue on such principal amount from the date of the Note until paid.

This Payment Schedule to the Note is revised pursuant to Section 4 of the Loan Agreement. This revised Payment Schedule is effective as of May 27, 2009.

**ESTIMATED PAYMENT SCHEDULE
TO PROMISSORY NOTE**

Recipient: City of Sutherland
 Loan Number: B07005
 Amended Loan Amount: \$548,062
 Annual Interest Calculation Date: [Provided at closing]
 Maturity Date: 1 December 2033

Interest Rate(s) and Payment Amounts and Dates					
Payment Date	Principal Amount	Interest Rate*	Interest Payment	Total Principal and Interest Payment	Outstanding Principal Balance
1 Dec 2018	29,044		19,709	48,753	519,018
1 Dec 2019	24,216		24,840	49,056	494,802
1 Dec 2020	29,406		24,050	53,456	465,396
1 Dec 2021	29,582		22,874	52,456	435,814
1 Dec 2022	29,811		21,645	51,456	406,003
1 Dec 2023	30,051		20,154	50,205	375,952
1 Dec 2024	35,254		18,702	53,956	340,698
1 Dec 2025	35,516		16,940	52,456	305,182
1 Dec 2026	35,805		15,150	50,955	269,377
1 Dec 2027	31,096		13,360	44,456	238,281
1 Dec 2028	36,416		11,790	48,206	201,865
1 Dec 2029	36,705		10,001	46,706	165,160
1 Dec 2030	37,023		8,183	45,206	128,137
1 Dec 2031	42,357		6,349	48,706	85,780
1 Dec 2032	42,707		4,250	46,957	43,073
1 Dec 2033	43,073		2,133	45,206	0

OPTIONAL LOAN PREPAYMENT DATES AND PRICES

Optional Loan Prepayment Period (both dates inclusive)	Prepayment Price
1 January 2026 through 31 December 2026	102%
1 January 2027 through 31 December 2027	101%
1 January 2028 and thereafter	100%

*This interest rate shall apply to the principal amount stated to the left, and interest shall accrue on such principal amount from the date of the Note until paid.

Payment Date	Current Payment Schedule	Proposed Payment Schedule	Difference
12/01/18	52,227.44	48,753.00	(3,474.44)
12/01/19	51,377.88	49,056.00	(2,321.88)
12/01/20	55,477.84	53,456.00	(2,021.84)
12/01/21	54,477.52	52,456.00	(2,021.52)
12/01/22	53,227.52	51,456.00	(1,771.52)
12/01/23	51,977.02	50,205.00	(1,772.02)
12/01/24	55,977.54	53,956.00	(2,021.54)
12/01/25	54,476.88	52,456.00	(2,020.88)
12/01/26	52,901.88	50,955.00	(1,946.88)
12/01/27	51,402.12	44,456.00	(6,946.12)
12/01/28	54,826.88	48,206.00	(6,620.88)
12/01/29	53,252.84	46,706.00	(6,546.84)
12/01/30	51,589.78	45,206.00	(6,383.78)
12/01/31	54,927.24	48,706.00	(6,221.24)
12/01/32	53,027.90	46,957.00	(6,070.90)
12/01/33	51,127.42	45,206.00	(5,921.42)
Total Proposed Savings			<u>(64,083.70)</u>

RESOLUTION NO. 2018.04

**RESOLUTION OF THE CITY OF SUTHERLIN
AUTHORIZING REFUNDING OF A LOAN FROM THE SPECIAL PUBLIC WORKS FUND
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The Sutherlin City Council of the City of Sutherlin finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Pursuant to Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”), the Recipient obtained a loan (the “Loan”) in the principal amount of \$793,804 from the Oregon Infrastructure Finance Authority of the Business Development Department (“the Department”) through the Special Public Works Fund for the financing of a “development project” within the meaning of the Act by entering into a Loan Agreement Project Number B07005 with the Department dated 6 April 2009 (the “Loan Agreement”) and executing a Promissory Note dated 6 April 2009 (the “Note”) representing the amounts due under the Loan.

C. The Department funded the Loan, in part, through the issuance of Oregon Bond Bank Revenue Bonds (the “State Bonds”) and passed the interest rates on the State Bonds through to the Loan, which are reflected in the Note.

D. Under current market conditions, refunding all or a portion of the outstanding State Bonds may produce debt service savings for the borrowers whose loans were funded by the State Bonds, including the Recipient.

E. The Recipient wishes to participate in the State’s refunding of the State Bonds in order to achieve debt service savings on the outstanding Loan.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Refunding Authorized. The Governing Body authorizes the City Manager or person designated by the City Manager to act on behalf of the Recipient (the “Authorized Officer”), to amend the Note by executing a revised payment schedule to the Note pursuant to Section 4 of the Loan Agreement (the “Amended Note”) and such other documents as may be required to refund the Loan to achieve debt service savings.

2. Security. Amounts due to the Department pursuant to the Loan Agreement and the Amended Note shall continue to be secured by a pledge as provided in Section 7 of the Loan Agreement.

3. Additional Documents. The Authorized Officer is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to refund the Loan.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, not to qualify for the exclusion from gross

income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Authorized Officer may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the Department or their bond counsel to protect the tax-exempt status of such interest.

5. Resolution Effective Date. This Resolution No. 2018.04 shall be in force and effect from and after passage by the Governing Body.

APPROVED BY THE COUNCIL, ON THIS 12TH DAY OF MARCH, 2018

APPROVED BY THE MAYOR, ON THE 12TH DAY OF MARCH, 2018

Mayor, Todd McKnight

ATTEST:

City Recorder, Diane Harris, CMC



REPORTS





City of Sutherlin

STAFF REPORT					
Re: City Water Rights Update				Meeting Date:	03-12-2018
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: Brian Elliott, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to provide Council an update on the City Water Rights.

EXPLANATION

The City holds five surface water rights for municipal use: three water rights from Calapooya Creek, one water right from Cooper Creek and one from Cooper Creek Reservoir, and one water right from the North Umpqua River.

The City's water rights authorize the use of a total of up to 4.0 cfs from Calapooya Creek Certificate numbers 6344, 19629 and 91894. Certificate 6344 has a priority date of December 3, 1924 and authorizes the use of up to 0.75 cfs. Certificate 19629 has a priority date of September 5, 1941 and authorizes the use of up to 2.25 cfs. Certificate 91894 has a priority date of January 29, 1979 and is for the use of up to 1.0 cfs.

The City also holds Permit S-32426, which authorizes the use of Cooper Creek and up to 500 acre-feet (AF) of stored water from Cooper Creek Reservoir at a rate of 5.0 cfs. The permit has an August 29, 1967 priority date.

The City's Permit S-55041 authorizes the use of water from the North Umpqua River. The permit has an October 15, 1979 priority date and authorizes use of up to 3.0 cfs. On November 14, 2014, OWRD issued a Final Order approving an extension of time for Permit S-44926 (the predecessor to Permit S-55041) to October 1, 2050. The Final Order included the conditions that any diversion of water under the extended permit is only authorized upon issuance of a final order approving a WMCP, and the City is required to submit the WMCP within three years of the date of the Final Order (by November 14, 2017). On July 5, 2016, the City filed Permit Amendment T-12418 with OWRD, which proposed to add a downstream authorized point of diversion and to change the authorized place of use to the City of Sutherlin Service Area.

Out of the five surface water rights, three of them have an Authorized Date of Completion. The two that don't have an authorized date of completion are due for review in 10/01/2026 Cooper Creek and Cooper Creek Reservoir and 10/01/2050 North Umpqua River.

Milestones:

1. Progress Report Schedule due January 30, 2023.
2. Plan Update Schedule July 30, 2027.

3. Five-Year Benchmark Progress Updates.
 - a. Annual Water Audit
 - b. System-Wide Metering
 - c. Meter Testing and Maintenance
 - d. Water Rate Structure
 - e. Leak Detection and Repair
 - f. Public Education
4. Conservation Measures
 - a. Leak Repair or Line Replacement Program
 - b. Technical and Financial Assistance Programs
 - c. Supplier Financed Retrofit or Replacement of Inefficient Fixtures
 - d. Rate Structure and Billing Practices that Encourage Conservation
 - e. Water Reuse, Recycling, Non-potable Water Opportunities
5. Cooper Creek and Cooper Creek Reservoir Authorized Date for Completion 10/01/2026
6. North Umpqua River Authorized Date for Completion 10/01/2050

OPTIONS
Not Applicable
SUGGESTED MOTION(S)
Not Applicable



*Strategic Plan
Updates*



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.ci.sutherlin.or.us

City of Sutherlin

STAFF REPORT					
Re: prioritization of street overlay projects				Meeting Date:	3-12-18
Purpose:	Action Item	Workshop	Report Only x	Discussion x	Update x
Submitted By: Aaron Swan, Public works Superintendent				City Manager Review	
Attachments: None					

EXPLANATION

In the Budget year 2018-19 we will again have Street Overlay Project money for our side streets. We have tentatively put together a list of streets that are in need of surfacing. This will be an update and discussion about those streets.

OPTIONS

None

SUGGESTED MOTION(S)

None



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Create Street Management Master Plan w/ Funding Options				Meeting Date:	3-12-2018
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: : Brian Elliott, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: N/A					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to provide an update to City Council regarding the status of creating a street management master plan with funding options.

EXPLANATION

Identifying street deficiencies and needs are key factors in creating a Street Management Master Plan. These factors will be identified in the Transportation System Plan (TSP) update. This will set the ground work for the Street Management Master Plan. The TSP is underway with a target completion date of July, 2019. Following the TSP adoption, staff would anticipate the Street Management Master Plan to be proposed to council with an adoption by December, 2019.

OPTIONS

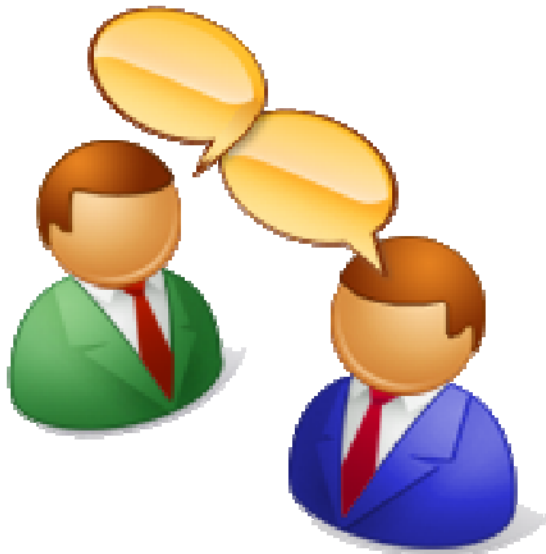
Not applicable

SUGGESTED MOTION(S)

None



COUNCIL COMMENTS





PUBLIC COMMENT





ADJOURNMENT





FOR YOUR INFORMATION





City of Sutherlin

City Council 2018-2019

Priorities



UTILITIES

Action	Description
Construct new 14" sewer force-main	
Complete construction pre-load for new WWTP	
Approve new WWTP construction bid	
Begin construction of new WWTP	
Update the city's water master plan	
Finalize the formal certification of city water rights	
Obtain new WWTP operational permit from State DEQ	
Obtain secondary Water-Reuse permit from State DEQ	
Obtain Bio-Solids Management Plan required by DEQ	
Make needed improvement for water storage	
Make needed water system pump station improvements	
Work with the Sutherlin Water Control District (SWCD) in completing needed improvements to both SWCD drainage system and the city's Cooper Creek intake and transmission lines	



LAND-USE PLANNING

Action	Description
Complete state-required legislative amendments for UGB	
Complete final adoption of UGB land-exchange	
Complete a buildable lands analysis and inventory	
Consider creating Central Ave. Urban Renewal District/LID	



TRANSPORTATION

Action	Description
Finalize construction of N. Comstock (speed bump)	
Begin first phase of Central Avenue improvements	
Begin final phase of paving Central Avenue	
Complete the west-bound right turn lane at HY 138 and Dovetail	
Assess and enact revised speed zones throughout the city as determined by traffic analysis	
Begin engineering and design for upgrading Valentine St.	
After completion of Central, complete a new pavement analysis and maintenance plan for all city streets	
Complete a new Transportation System Plan	
Construct new sidewalks and asphalt along State Street	
In partnership with School District, seek Safe Routes to School grant funds	
Work with School District in addressing all transportation improvements needed for new school facilities	



PARKS

Action	Description
Complete all work in installation of new splash/playground in Central Park	
Complete Ford's Pond Master Plan and seek grants	
Begin construction of new trail around Ford's Pond	



SPECIAL PROJECTS

Action	Description
Paint new trim at City Hall	



OPERATIONS

Action	Description
Complete 2018-2019 FY Budget	Propose budget to Budget Committee, Council adopt budget
Install a new GIS mapping system for long-range planning	
Complete a System Development Charge independent analysis and make recommendations to council	
Conduct a city-wide wage and compensation study	
Upgrade technology and reconfigure current council chambers to serve as a multi-use public meeting space and also serve as a secondary Emergency Operations Center	
Conduct a fee study of all city services to include, Public Works, Planning, Courts and Records.	
Update internal employee handbook to ensure alignment with current labor laws	



DEVELOPMENT

Action	Description
Establish a fully effective and professionally staffed Community Development Department capable of positively responding to all manner of new development	
Continue the facilitation of new development: <ul style="list-style-type: none"> • Oregon Only • Sutherlin Sanitary regional recycle center • Auto-Zone • Evergreen Medical • Movie Theater • Current multiple and "Confidential" new commercial development proposals 	

PUBLIC SAFETY



Action	Description
Add one additional Police Officer	Propose in 2018-2019 one additional Police Officer for Council approval
Increase camera security around City Hall	Installation of security cameras around city hall and council chambers
Complete fire services analysis	Present findings to City Council
Complete current business listing and enact Business Registration program	
Establish emergency preparedness and response program to fully address 2017 Council Priorities regarding communications, infrastructure and training	

SACC Budget vs Actual
Tourism - Motel Tax Fund
July, 17 - February, 18

	BUDGET:	ACTUAL:
Receipts from City	109,375.00	73,973.01
Receipts from Street Fair		1,100.00
Receipts from Hot Rod Fun Run		470.00
Total Revenue		\$ 75,543.01
Expenditures:		
Personnel:	46,500.00	20,673.95
Mat'l & Services:		
Advertising	20,000.00	13,398.93
Building Maint. & Services	1,500.00	
Furnishings & Equipment	750.00	
Memberships	500.00	360.00
Office Supplies	500.00	389.39
Postage	250.00	113.85
Telephone	1,500.00	751.96
Tour. Promotion-Music...	600.00	292.00
Tour. Event - Museum	250.00	80.00
Tour. Event - Blackberry	5,000.00	4,800.00
Tour. Event - Hot Rod Run	3,000.00	2,277.29
Tour. Event - Rodeo	2,000.00	2,000.00
Tour. Event - Street Fair	4,000.00	1,521.95
Tour. Event - New Event	5,000.00	
Tour. Flag Proj Dev.	6,400.00	1,500.00
Travel & Training	800.00	797.56
Utilities	1,200.00	546.84
Total Mat'l & Services	53,250.00	28,829.77
General Admin:	7,500.00	4,109.84
Totals	2,125.00	20,359.45
Carry-over Discretionary Funds	14,000.00	1,641.80
Tourism Promo Plan-Carry Frwd	24,843.00	6,101.50

Diane Harris

From: Diane Harris
Sent: Wednesday, March 07, 2018 10:30 AM
To: 'Ashley KQEN News (ashley@bciradio.com)'; 'DC Commissioners'; 'KUGN'; 'KYLE-KQUEN'; 'News Desk (newsdesk@nrtoday.com)'; 'Register Guard'; 'Roseburg Beacon'; 'Vera Westbrook (vwestbrook@nrtoday.com)'
Subject: PUBLIC MEETING NOTICE
Attachments: CC MAR 12.18 Meeting.pdf

Good morning!

Please see attached agenda for the March 12th Sutherlin City Council Meeting!

Have a great day,

Diane Harris, CMC

City Recorder/HR Manager
City of Sutherlin
126 E Central
Sutherlin, OR 97479
(541) 459-2856 ext 207
d.harris@ci.sutherlin.or.us