



**City of Sutherlin  
Regular Council Meeting  
Monday, April 10, 2017  
Civic Auditorium – 7:00 p.m.  
AGENDA**

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

**6:00pm EXECUTIVE SESSION**

ORS #192.660(2) (d) – Labor Negotiator Consultations

**6:30pm BUDGET MEETING**

**7:00 pm REGULAR MEETING (following Budget Mtg.)**

- 1. CALL TO ORDER**
- 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. PRESENTATIONS / PROCLAMATIONS**

- a. Proclamation – Sutherlin Girls Basketball Recognition
- b. Proclamation – Volunteer Appreciation Week
- c. Proclamation – Child Abuse Prevention Month

**6. CONSENT AGENDA**

- a. March 13, 2017 Minutes – Regular Meeting
- b. IGA – Douglas County Communications: Fire and Police
- c. IGA – Douglas County Inmates

**7. COUNCIL BUSINESS**

- a. Budget Committee Appointment
- b. Ordinance No. 1058 – Comprehensive Plan & Development Code Amendment (second reading & adoption)
- c. AFSCME Contract & MOU Approval
- d. Resolution 2017.04 – Surplus Property

**8. COUNCIL COMMENTS**

**9. 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.]

**10. ADJOURN**

**WORKSHOP**

Business Registration & Building Safety Inspections

*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*



# **EXECUTIVE SESSION**





# **BUDGET MEETING**





**City of Sutherlin  
Budget Committee  
Monday, April 10, 2017  
Sutherlin Civic Auditorium  
6:30 P.M.**

**AGENDA**

**COMMITTEE MEMBERS**

- Tom Boggs, Wayne Luzier, Todd McKnight, Dennis Riggs, Forrest Stone, Travis Tomlinson, Seth Vincent
- Dale Counts, Rebecca Bright-Jones, Charles Brummel, William Lee, Michelle Sumner

- ❖ **CALL TO ORDER**
- ❖ **FLAG SALUTE**
- ❖ **INTRODUCTION OF MEDIA**
- ❖ **ELECTION OF CHAIR AND CO-CHAIR**
- ❖ **ELECTION OF BUDGET SECRETARY**
- ❖ **CITY MANAGER'S BUDGET MESSAGE**
- ❖ **CONTINUATION OF MEETING – APRIL 17, 2017**





# **Call to Order & Flag Salute**





# ROLL CALL





# **Introduction Of Media**





# **PUBLIC COMMENT**

**Agenda Items only**





# **Presentations and/or Proclamations**





## City of Sutherlin

STAFF REPORT					
Re: <b>PROCLAMATIONS (3)</b>				Meeting Date:	<b>Apr 10, 17</b>
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: <b>Debbie Hamilton, City Recorder/HR Manager</b>				City Manager Review	<input checked="" type="checkbox"/>
Attachments: <b>Proclamations (3)</b>					

### WHAT IS BEING ASKED OF COUNCIL?

Proclamation presentations for Sutherlin HS Girls' Basketball, Volunteer Appreciation week and Child Abuse Prevention Month.

### EXPLANATION

- 1) Proclamation honoring the **Sutherlin Girls' Basketball Team** in their 4<sup>th</sup> straight State Championship win in a row, creating the 4-Peat for SHS!
- 2) Proclamation honoring volunteers during the annual **Volunteer Appreciation Week** which is April 23-29<sup>th</sup>, 2017.
- 3) Proclamation is to bring awareness to **Child Abuse Prevention Month** for April 2017.

### OPTIONS

None - Mayor or City Recorder will read Proclamations at council meeting.

### SUGGESTED MOTION(S)

None required.





**City of Sutherlin  
Office of the Mayor**

**PROCLAMATION**

**WHEREAS**, in 2017 the Sutherlin High School Girls Basketball Team, "The Lady Bulldogs" finished the season with an overall record of 23-5, with another fantastic season by winning League and the Class 4A State Basketball Championship, marking an amazing "4-Peat" by winning four years in a row, **and**

**WHEREAS**, under the leadership and guidance of Head Coach, Josh Grotting, and Assistant Coaches, Greg Mock, & Linda Stricklin, the team competed in the finals at the Forrest Grove High School Auditorium as the defending state champions with a nail-biting final score of Sutherlin 49 and Banks 43 for the big win, **and**

**WHEREAS**, the Sutherlin High School Girls Basketball Team taking the 2017 State Championship with a victory that will go down as one of the greatest moments in Sutherlin High School history by winning back-to-back State Championships, now four times in a row, and becoming one of only four members of an elite group of Oregon High School Girls Basketball Teams to win back-to-back Championships, **and**

**WHEREAS**, the Sutherlin City Council & Staff recognizes the Sutherlin Girls Basketball Team members as Taylor Stricklin, Eliza Sorenson, Harlee Baker, Kiersten Porter, Kiersten Haines, Abby Masterfield, Taylor Moser, Michala Carpine, Megan Carrillo, Ashley Hanson, Alexis Dancer, Sydnee Tilley, Haley Aiken, Hannah Jarman, Grace Matteo, Francine Salavador, and Hailey Boehm; along with Head Coach Josh Grotting, Assistant Coaches, Greg Mock, Linda Stricklin, Carie Knox and Ricki Mock for the accomplishments they have demonstrated over the past several months, their continued hard work, dedication, perseverance and love of the sport of Sutherlin basketball. Special recognition goes to Junior Managers, Kendall Knox & Khloe Grotting, **and**

**WHEREAS**, after several months of commitment, team work, and fun for a very talented basketball team and their coaches, the Sutherlin High School Girls Basketball season came to a remarkable end with Taylor Stricklin, Harlee Baker & Kiersten Hanes selected to the All-Tournament First Team honor! Stricklin also was selected as All League teams "Player of the Year", and she broke the 4A Tournament record by making (6) six 3-pointers during the final game. Second Team honors went to Eliza Sorenson, and Honorable Mention to Kiersten Porter, **and**


**NOW, THEREFORE, BE IT RESOLVED** that the Sutherlin City Council, in recognition of the accomplishments of the Sutherlin High School Girls Basketball Team, hereby proclaims April 10th, 2017 as "**Sutherlin High School Girls Basketball Team Day**". Congratulations!

**Dated** at Sutherlin, Oregon this 10th day of April 2017.

Attest:


City Recorder, Debra L. Hamilton, CMC

  
\_\_\_\_\_  
Mayor, Todd McKnight





# ***Proclamation***

## **National Volunteer Appreciation Week April 23 – 29, 2017**

**WHEREAS**, the entire community can inspire, equip and mobilize people to take action that changes the world; and

**WHEREAS**, volunteers can connect with local community service opportunities through community service organizations; and

**WHEREAS**, individuals and communities are at the center of social change, discovering their power to make a difference; and

**WHEREAS**, during this week all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

**WHEREAS**, the giving of oneself in service to another empowers the giver and the recipient; and

**WHEREAS**, experience teaches us that government by itself cannot solve all of our nation's social problems; and

**WHEREAS**, our country's volunteer force of more than 63 million is a great treasure; and

**WHEREAS**, volunteers are vital to our future as a caring and productive nation; and

**NOW, THEREFORE**, I, Todd McKnight, Mayor of the City of Sutherlin, do hereby proclaim

**April 23-29<sup>th</sup>, 2017  
National Volunteer Appreciation Week**

In Sutherlin, Oregon, and urge my fellow citizens to volunteer in their community. By volunteering and recognizing those who serve, we can come together to make a difference for the betterment of Sutherlin.

Signed this 10<sup>th</sup> day of April, 2017

Todd McKnight, Mayor  
City of Sutherlin





# ***Proclamation***

## **National Child Abuse Prevention Month April 2017**

**WHEREAS**, children are vital to our city's future success, prosperity and quality of life as well as being our most vulnerable assets; and

**WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

**WHEREAS**, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children to ensure all children grow to their full potential; and

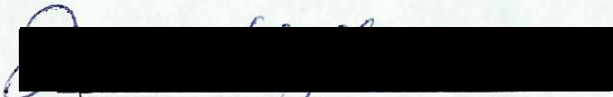
**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and


**THEREFORE**, I do hereby proclaim **April as Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Proclaimed and signed by Mayor McKnight on this **10th** day of **April, 2017**.



Attest:

  
Debra L. Hamilton, CMC,  
City Recorder

  
Todd McKnight, Mayor  
City of Sutherlin

**FOR IMMEDIATE RELEASE: March 23, 2017**

**Contact:** Karin Hardin, Program Supervisor, Healthy Families of Douglas County, 541-440-3586

## ***April is National Child Abuse Prevention Month***

***Activities include proclamations, blue pinwheels, Celebrate Children Day***

Roseburg, OR — The Child Abuse Prevention Partnership of Douglas County is raising awareness of April as National Child Abuse Prevention Month and shining the spotlight on local efforts to prevent abuse and neglect of the youngest and most vulnerable in our community.

Five area agencies—Douglas C.A.R.E.S., Healthy Families Oregon, CASA of Douglas County, Family Development Center and Battered Persons Advocacy—work year-round to promote the social and emotional well-being of children and families and educate the public about child abuse and neglect.

A proclamation of April as Child Abuse Prevention Month in Douglas County will be made by the Douglas County Commissioners. In addition, the City of Roseburg is set to present its proclamation at the Monday, March 27, meeting of the City Council. Other cities within Douglas County have also been encouraged to use proclamations in April to acknowledge the rights of children to a safe, healthy childhood, free from abuse and neglect.

Members of the local community can show support for child abuse prevention by placing blue pinwheels in and around their homes, schools, churches and businesses. Blue pinwheels have been used as a symbol since 2008 in a national Pinwheels for Prevention campaign to raise awareness of child abuse prevention efforts because of the toy's association with a happy, healthy childhood.

Douglas C.A.R.E.S., CASA of Douglas County, The Family Development Center, Battered Persons Advocacy and Healthy Families of Douglas County invite community members to purchase and display blue pinwheels in April—or post blue pinwheels on social media profiles—as a symbol of support for child abuse prevention efforts.

Finally, a free community event, the 13<sup>th</sup> annual Celebrate Children Day, is set for 11 am to 3 pm on Saturday, April 29, at Wildlife Safari to wrap up the month of awareness in our region.

(cont.)

Following is a contact list and info about or quote from executive directors of these agencies for media follow-up:

- **Douglas C.A.R.E.S.** - Child Abuse Response and Evaluation Services, a nonprofit organization providing assessment interviews, medical exams, counseling and referrals, established in 1994.

**Executive Director Mike Nores, [mike@douglascares.org](mailto:mike@douglascares.org), 541-957-5646**

“We promote darkness to light as a prevention tool. We do public speaking to groups to educate them about child abuse prevention. We aid in domestic violence cases before they turn into child maltreatment. When we do have those cases, we get them in for assessments and treatment as soon as possible. We engage the families through our advocate for other resources that can aid the families.”

- **Healthy Families Oregon** – a statewide voluntary family support/parent education home visit program. **Regional Manager Carlos Gomez (Douglas, Lake and Klamath Counties), [carlos.gomez@ucancap.org](mailto:carlos.gomez@ucancap.org), 541-440-3612**

“We work alongside families in their environment to build up strengths parents already possess, provide necessary tools to expand on parenting skills, and, of course, promote child and parent attachment. We have so much to celebrate with our team and families in the work we do. In our most recent Healthy Families of Oregon status report, 75% of our families reported a reduction in parenting stress since voluntarily joining our program. Our team should be extremely proud of this victory, as we know stress is one of many risk factors linked to abuse and/or neglect.”

- **CASA of Douglas County** -The Court-Appointed Special Advocates of Douglas County program is a private, non-profit agency founded in 1993 by local attorneys, the Juvenile Court Judge and local youth service providers. When a child enters the foster care system because his or her home is no longer safe, a judge may appoint a committed volunteer to help. That volunteer is called a Court Appointed Special Advocate, or CASA. CASA volunteers are screened, highly trained and serve as the “eyes and ears” for the judge in child welfare cases, to represent and advocate for a child's best interests in the child protection system.

**Executive Director Richelle Bryant, [richelle@casaofdouglascounty.org](mailto:richelle@casaofdouglascounty.org), 541-672-7001, ext 204**

“Court Appointed Special Advocates stand up for abused and neglected children as they travel through the Juvenile Court system. In an overburdened system, these children risk slipping through the cracks, resulting in more abuse or neglect. A CASA is a highly-trained advocate that serves as a fact-finder and makes

(cont.)

recommendations as to what is in the best interest of a foster child. Essentially, an advocate is the voice for the child in the court system, who works to move the child as quickly and effectively as possible through the system and into a safe, permanent home.”

- **The Family Development Center** - A private nonprofit agency providing support and education services to families experiencing high stress.

**Executive Director Charlene Stutes, [charlenes@fdcroseburg.org](mailto:charlenes@fdcroseburg.org), 541-673-4354**

“Family Development Center serves 350 young children every year, working in partnership with each family – the children and adults – by providing trauma informed services designed to heal the past and prevent further occurrences of abuse and neglect. Our therapeutic early childhood program specializes in social and emotional growth and development, while also incorporating all early childhood domains to build healthy brain architecture and resilience, prepare for school readiness, and ultimately create successful adults. Our goal is to keep children safe, strengthen each family, support caregivers as they learn to build a healthy, responsive relationship, master new parenting skills, techniques, and demonstrate accountability.”

- **Battered Persons Advocacy** – A private nonprofit agency focused on creating a community free of family violence, sexual assault and stalking through empowerment, support and education, serving the community since 1978. BPA provides services for families including safety planning, assistance filing for protective orders, emergency shelter/transitional housing, support groups, and much more. It is the only victim services agency dedicated to providing 24/7 response to residents of Douglas County, Oregon.

**Executive Director Melanie Prummer, [Melanie@peaceathome.com](mailto:Melanie@peaceathome.com), 541-957-0288**

“Douglas County has the unfortunate distinction of having the highest per-capita rate of domestic violence and domestic violence homicide in Oregon (according to the U.S. Census, ACS Survey 2010-14; 5 year profiles). Last year, BPA had seen an increase in access to services but the most significant concern has been the documented “high lethality” in each case. 71% of clients with dependent children (427 children) had a Danger Assessment score in the “Extreme Danger” category. The findings show that children who are exposed to violence in the home may suffer a range of severe and lasting effects. Children who grow up in a violent home are more likely to be victims of child abuse.”

###





# Consent Agenda





## City of Sutherlin

STAFF REPORT					
Re: Consent Agenda				Meeting Date:	APR 10, 17
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: Debbie Hamilton, City Recorder/HR Manager				City Manager Review	<input type="checkbox"/>
Attachments: Draft Minutes / Routine IGA's with County					

### WHAT IS BEING ASKED OF COUNCIL?

Approval of consent agreement which includes:

- Council Draft Minutes – March 13, 2017 Regular meeting.
- Douglas County Communications IGA – For Police & Fire – Routine IGA that is updated yearly for budgetary review and approval.
- Douglas County Inmates IGA – Again routine and updated for budgetary review and approval.

\* Any questions and/or correction to minutes please contact me prior to the meeting please. For the IGA's please contact Director of Public Safety, Chief Kirk Sanfilippo.

### EXPLANATION

The following items are considered to be routine and therefore, are not allotted Council discussion time on the agenda. The items may be approved /enacted by Council in just one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered separately.

### OPTIONS

Approve Consent Agenda as presented.

Remove item(s) # \_\_\_\_\_ from the Consent Agenda for discussion.

### SUGGESTED MOTION(S)

**MOTION** to approve the Consent Agenda as presented.

**CITY OF SUTHERLIN**  
**Regular City Council Meeting**  
**Sutherlin Civic Auditorium**  
**Monday, March 13, 2017 – 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  
City Recorder, Debbie Hamilton  
Deputy City Recorder, Diane Harris  
Finance Director, Dan Wilson  
Community Development Specialist, Kristi Gilbert  
Public Safety Director, Kirk Sanfilippo  
Contracted City Planner, Lisa Hawley  
City Attorney, Chad Jacobs (via Skype)

**Audience:** Keith Cubic, Tami Trowbridge, Allen Peterson, Joe Groussman, Pam Cameron, Mike & Karen Meier, Rick Murphy, Pat & Bert Bales, Steve & Dianna Vincent, Peggy & Chuck Brummel, Pamela Semas, Ralph & Heidi Lamell, Jim Houseman, Brian Burke, Barbara Camin, Justin Marquis

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

**Flag Salute:**

Mayor McKnight announced Council Business item “Acceptance of Resignation/Declaration of Vacancy” and “Swearing in Council Member” will be moved to the beginning of the meeting.

**COUNCIL BUSINESS**

- **Acceptance of Resignation / Declaration of Vacancy**

City Recorder, Debbie Hamilton, referred to the Staff Report as presented.

**MOTION** made by Councilor Luzier to accept the resignation of Frank Egbert, declaring a vacancy and appointing Dennis Riggs to fulfill the remainder of term ending December 31, 2018; second by Councilor Vincent.

Discussion: None

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

Opposed: None

Motion carried unanimously.

- **Swearing in Council Member**

Mayor McKnight asked Dennis Riggs, to the front of the room. Hamilton administered the Oath of Office to Riggs. The audience joined Council in a round of applause welcoming Councilor Riggs.

**Roll Call:** All present

**Introduction of Media:** None

**PUBLIC COMMENT** (agenda items only)

- None

**CONSENT AGENDA**

- **February 13, 2017 Minutes – Regular Meeting**
- **February 27, 2017 Minutes – Workshop**

**MOTION** made by Councilor Stone to approve Consent Agenda; second by Councilor Luzier.

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

Opposed: None

Motion carried unanimously.

## **PUBLIC HEARING**

Mayor McKnight explained two Legislative Public Hearings will be held tonight. Councilors were asked if they had any conflicts of interest, ex-parte contact or personal bias to disclose. None received.

### **• Supplemental Budget**

Mayor McKnight opened the Supplemental Budget Public Hearing at 7:07pm.

Staff Report – Finance Director, Dan Wilson, summarized the need for the Supplemental Budget. State Law requires a Public Hearing in order to allow those interested to speak about the proposed changes.

Mayor McKnight asked if Councilors had any questions.

- Councilor Stone asked for clarification regarding the changes.

*As noted in the Staff Report, Wilson explained the changes are due to the timing of projects and the fiscal year they affect.*

Mayor McKnight called for public comment in favor or opposition. None

With no response, Mayor McKnight closed the Public Hearing at 7:08pm.

### **• Comprehensive Plan & Development Code Amendments**

Mayor McKnight opened the Comprehensive Plan & Development Code Public Hearing at 7:08pm.

Staff Report – City Planner, Lisa Hawley, summarized the amendments and processes involved:

- Planning Commission held 3 workshops regarding the proposed amendments;
- Mailed notice of proposed amendment to the Department of Land Conservation & Development (DLCD) as required;
- Sent notice of the proposed legislative amendments to interested agencies and utility providers;
- Legal Notice was published in the News Review;
- Public Hearing was conducted by the Planning Commission;
- City Council conducted a Workshop.

Mayor McKnight asked if Councilors had any questions.

Councilor Stone questioned a paragraph [Page 2, Chapter 1.2.120 – Arterial] regarding bicycle lane requirement on arterial streets and if City has to conform to this for new Central Avenue design. *Hawley – A previously adopted definition was not incorporated into the code, therefore has now been added. It also mentions signal requirements. Cubic – Under Oregon Transportation Plan (TSP) the requirement is “where appropriate”. If there is not a warrant for a signal, no signal is required. There are several classifications regarding bike lanes, one being a “Class III” bike lane that is on the road, is designated, but not separate or specifically lined for bicycles only.*

Mayor McKnight called for public comment in favor or opposition. None.

With no response, Mayor McKnight closed the Public Hearing at 7:13pm.

## **COUNCIL BUSINESS (continued...)**

### **• Budget Committee Appointment**

Mayor McKnight – Three seats are available on the Budget Committee; City has received an application from Charles Brummel. Term ends December 31, 2019

Staff Report – Hamilton stated she had nothing to add to the already submitted Staff Report.

Mayor McKnight asked if Brummel would like to introduce himself and speak on his behalf.

Charles Brummel – Recently moved to Sutherlin, retired from banking and has served on a County and City Budget Committees. Would like to support and get to know folks in the community.

**MOTION** made by Councilor Boggs to appoint Charles Brummel to the Budget Committee, term ending December 31, 2019; second by Councilor Luzier.

Discussion: None

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

Opposed: None

Motion carried unanimously.



- **Resolution 2017.02 – Supplemental Budget Adjustment**

Staff Report – Wilson – As explained during the Public Hearing, a few adjustments need to be made as outlined in the resolution and required by Oregon Budget Law.

**MOTION** made by Councilor Luzier to approve Resolution 2017.02 – Supplemental Budget Adjustment as presented; second by Councilor Boggs.

Discussion: Councilor Stone – Is the Parks Construction Fund adjustment for the [playground] equipment? *Partly, also for the Ford's Pond Master Plan.*

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

Opposed: None

Motion carried unanimously.

- **Ordinance – Comprehensive Plan & Development Code Amendment Approval (first reading, title only)**

Deputy City Recorder, Diane Harris, provided first reading, title only of ordinance “An ordinance adopting text amendments to the Sutherlin Comprehensive Plan and the Sutherlin Development Code”.

**MOTION** made by Councilor Luzier to approve first reading of Ordinance – Comprehensive Plan and Development Code Amendment as presented; second by Councilor Stone.

Discussion: Councilor Stone – In “Signs” section [Pg. 20, Section 3.7.180 (A) – Abandoned Signs], it’s stated the Chamber will decide how the sign will be used. Can anyone apply for use of the sign other than the Chamber, and if so, should that be stated? *Cubic – Design of the code is to coordinate through the Chamber, the promotional body. City regulates size and location of the signs; the content, because of freedom of speech act, cannot be regulated. Coordinating it through the Chamber adds an additional level for content control that City would otherwise not be able to do. Hawley – Property owner’s approval will still be required, as well.*

Councilor Tomlinson – Mixed Use District [Pg. 18, Section 2.45] allows residential and commercial in the same area? *Correct.* A “C” means a Conditional Permit has to be obtained before you can put something in that area? *Cubic – Yes. Hawley – If a person wants the Mixed Use Zone they will need to apply for a zone change in the “M-1” or “C-3” Zone to have it applied to that particular property and can proceed through permitted or conditional use process.*

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

Opposed: None

Motion carried unanimously.

- **Resolution 2017.03 - Strategic Plan Approval**

Staff Report – Gillham summarized the Resolution before Council for approval. The Strategic Plan consists of Council’s priorities as discussed during a previously held workshop.

**MOTION** made by Councilor Luzier to approve Strategic Plan as presented; second by Councilor Vincent.

Discussion: Councilor Stone – Concerned with affordability to the public; needs to be stated that Council, as a body, won’t overspend to reach the plan’s goals. *City Manager – Goal 5 recognizes “fiscally sustainable public services” and annual budget process keeps it well constrained in what city can afford.*

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

Opposed: None

Motion carried unanimously.

## **CITY COUNCIL COMMENTS**

**Councilor Boggs –**

- None

**Councilor Tomlinson –**

- None

**Councilor Luzier –**

- Complimented Chamber of Commerce for their successful First Citizen Banquet, and congratulated the winning award recipients; they make us all winners.

- Congratulations to Sutherlin Girls Basketball team's 4<sup>th</sup> straight win at State Championship.

**Councilor Riggs –**

- Thanked Council for welcoming him into this position, will do the best he can for Sutherlin.

**Councilor Vincent –**

- Congratulations to the Girls Basketball team, it's nice to see the involvement and support our community gives to the school and other programs to help these kids succeed.

**Councilor Stone –**

- Urban Growth Boundary (UGB) Swap Workshop is scheduled in October, how is that going? *Hawley – Goal is to have it completed before that time, possibly by August. Currently working with property owners, finalizing information with DLCD, and working with surveyor for legal descriptions.* Have you run into any snags? *Just the normal questions that come up. Would like to encourage those not wanting to be in the city limits to be in at least the UGB; and those currently in the UGB, but not in the city limits, to “piggy-back” this process. If they wish to go through the annexation now vs. later they can do so at City's expense.* Have talked to one person located in the “heart” of that area that doesn't want to go into the UGB, how does that work? *Cubic – Change in the UGB is a legislative action, for property owners along the boundary it is fairly easy to amend and leave that property out vs. in the heart and an issue that may go before Council. There is not an adverse economic impact for going into the UGB; however there is a positive economic impact that opens up future development opportunities.*

Councilor Stone – Have encouraged them to be included in the UGB, they are worried their taxes will increase. *Cubic – The impact on taxes is the change of use, inclusion of the boundary will be a nominal impact. Annexation will change the tax structure a little bit because they would pick up the city supporting tax.*

- Congratulations to the Girls Basketball team's win at State.

**Mayor McKnight –**

- Would like to acknowledge the Chamber for their First Citizens Banquet, a lot of work goes into an event, it was a nice evening.
- Would like to encourage Council to attend High School assembly honoring the Girls Basketball team. Will let all know when that is going to take place.
- Welcomed Councilor Riggs to the Council

Council discussed the cancellation of the March 27<sup>th</sup> Workshop due to Spring Break. Councilors were polled prior to the meeting; all agreed with the cancellation except for Councilor Stone.

**PUBLIC COMMENT –**

- None

**ADJOURNMENT –**

With no further business meeting adjourned at 7:31pm.

Mayor McKnight announced a five-minute break before Executive Session called under ORS #192.660(2) (d) – Labor Negotiator Consultations to conduct deliberations with persons designated by the governing body to carry on labor negotiations and ORS #192.660(2) (e) – Real Property Transactions to deliberate with persons designated by the governing body to negotiate real property transactions.

Mayor McKnight called the Executive Session to order at 7:37pm.

Executive Session adjourned at 8:44pm.

Approved:

\_\_\_\_\_  
Jerry Gillham, City Manager

Respectfully submitted by,

\_\_\_\_\_  
Diane Harris, Deputy City Recorder

\_\_\_\_\_  
Todd McKnight, Mayor



## City of Sutherlin

STAFF REPORT					
<b>Re: Contract Approval for FY 2017/2018 Douglas County Emergency Communications Services Agreement for Police Services</b>				Meeting Date:	<b>April 10, 2017</b>
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Kirk M. Sanfilippo, Director of Public Safety</b>				City Manager Review	<input type="checkbox"/>
<b>Attachments: Letter from DC re Communications Services Agreement Cost Increase FY2017/2018 &amp; DC Communications Services Agreement July 1, 2014 to June 30,2019</b>					

### WHAT IS BEING ASKED OF COUNCIL?

The City Council is asked to vote on the Douglas County Communications Service Agreement for FY 2017/2018.

### EXPLANATION

The City of Sutherlin contracts with Douglas County Communications for emergency and routine police communications services on a twenty-four hour basis. Services to be provided under this agreement shall include but not necessarily be limited to: twenty-four hour radio communications; written recorded logging; radio paging services; liaison work with other communications system users. The term of the agreement is for five years, and we are in the fourth year of this agreement. The total cost for FY2014/2015 was \$94,941.44, for FY 2015/2016 was \$99,688.51 (a 5% increase), for FY2016/2017 is \$102,679.17 (a 3% increase), and for FY2017/2018 is \$107,813.12 (a 5% increase).

By contracting with Douglas County for this service it saves the City of Sutherlin money and helps to realize countywide efficiencies regionally.

### OPTIONS

N/A

### SUGGESTED MOTION(S)

1) Approve the Douglas County Communications Services Agreement and Invoice for Police with a 5% increase for FY 2017/2018 as presented, or;

2) Not approve the Douglas County Communications Services Agreement.



## ***DOUGLAS COUNTY*** ***EMERGENCY COMMUNICATIONS 911***

1036 S.E. Douglas • Room 112 • Roseburg, OR 97470 • (541) 440-4471  
Director (541) 440-6284 • Operations Manager (541) 440-6111 • Supervisor (541) 440-6032

March 10<sup>th</sup>, 2017

To: Police, Fire & Medical Users  
RE: Budget Information for Fiscal year 2017-2018

Sheriff Hanlin and Undersheriff Sanders have been working with the Board of Commissioners on our budget for the next fiscal year, which is July 2017 through June 2018.

For your budgeting purposes, the fees for dispatch services with Douglas County 911 Communications will increase by 5% over the 2016-2017 fiscal year.

Sincerely,

*Laurie Jackson*

Laurie Jackson  
Operations Manager  
Douglas County 911 Communications  
1036 SE Douglas, Rm 112  
Roseburg OR 97470  
(541) 440-6111  
[lsjackso@co.douglas.or.us](mailto:lsjackso@co.douglas.or.us)

MAY 08 2014

2014-0370

05/08/2014

PATRICIA K. HITT, COUNTY CLERK

**COMMUNICATIONS SERVICES AGREEMENT**

This agreement is made on the 14 day of MAY, 2014, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County") and SUTHERLIN POLICE DEPARTMENT (CITY OF SUTHERLIN), ("Agency").

**RECITALS:**

Douglas County has constructed, equipped, and staffed a communications center which is capable of acting as a central agency to provide a variety of communications services to the cities, special service districts and other units of local government of Douglas County.

ORS 190.010 authorizes the County and Agency to cooperate for the performance of any function or activity that a party to the cooperative agreement has authority to perform.

Agency desires to have communications services provided to it by Douglas County on the terms provided below.

County desires to provide communications services for Agency.

**COUNTY AND AGENCY THEREFORE AGREE:**

1 Term: The term of this agreement shall be for five years commencing July 1, 2014, and ending June 30, 2019.

2 Payment: For use of the Douglas County Communications Center Services and facilities Agency shall pay as follows:

2.1 For the time period July 1, 2014, to June 30, 2015, Agency shall pay to County the annual sum of \$94,941.44 at the rate of \$23,735.36 quarterly in advance beginning July 1, 2014.

2.2 For each year after the first year, Agency shall pay to County a sum which consists of the price listed in paragraph 2.1, supra, plus an annual increase in an amount no less than 2% but no more than 5% of the price of the services for the year immediately preceding, the actual amount of the increase to be determined by County.

3 Services: County will provide Agency with emergency and routine communications services on a twenty-four hour basis. Services to be provided under this agreement shall include but not necessarily be limited to: twenty-four hour radio communications; written recorded logging; radio paging services; liaison work with other communications system users.

4 Use of Facilities: Agency shall be entitled to use the facilities and services of the communications center for the price set forth in paragraph 2 of this agreement, but agency shall be responsible for the cost of any equipment or service not provided by the communications center, which is necessary for Agency's full utilization of services and facilities provided by the communications center.

5 Equipment: Equipment purchased by Agency pursuant to this agreement shall become the property of Agency.

6 Redelivery: Upon termination or expiration of this agreement, County shall deliver Agency's equipment to Agency or Agency's agent at the location of use. County shall return Agency's equipment in the same condition and working order as it was when delivered to County, reasonable wear from normal use excepted.

7 Indemnification: To the extent permitted by Article XI, section 5 of the Oregon Constitution, Agency's charter and ORS 221.410, and within the limits of liability established in the Oregon Tort Claims Act, Agency shall defend, indemnify and save County, its officers, agents, and employees harmless from any and all claims, actions, damages or other expenses resulting from injury to any person or damage to property, of whatsoever nature arising out of or incident to Agency's performance of this agreement. Agency shall not be held responsible for any claims, actions, damages or other expenses, directly, solely and proximately caused by the negligence of County.

8 Technical Advice: County agrees to provide Agency with technical advice, when possible, relative to the purchase and acquisition of communications equipment in order to insure a reliable communications system is maintained to the mutual benefit of all.

9 Records Inspection: Upon reasonable notice and during the normal business day each party may inspect or audit the records of the other party pertaining to the services performed under this agreement.

10 Contract Administration: Each party designates the following as its representative for purposes of administering this agreement.

Agency: Sutherlin Police Department, Chief Kirk Sanfilippo

County: Sheriff John Hanlin.

11 County Officers: County officers, agents, and employees are prohibited from receiving any pecuniary or material benefit from Agency in violation of ORS chapter 244 or County's policy on employee ethics set forth in County Personnel Rule 20. Agency shall not confer any appreciable pecuniary or material benefit on any officer, employee, or agent of County during the term of this contract.

12 Compliance with Law: This agreement will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable statutes, rules, regulations, and ordinances of federal, state, and local government now, or hereafter in effect.

13 Default:

13.1 There shall be a default under this agreement if either party materially fails to comply with any provision of this agreement within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.



13.2 Notwithstanding subsection 13.1., either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

13.3 In the event of a default, before either party may bring an action in any court concerning this agreement, that party must first seek in good faith to resolve the dispute through mediation, negotiation, or other non-binding alternative dispute resolution.

13.4 If dispute is not resolved pursuant to subsection 13.3 within 60 days after a default occurs, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

13.5 Any litigation arising out of this agreement shall be conducted in Circuit Court of Oregon for Douglas County.

13.6 In the event of litigation arising out this agreement, neither party shall be liable to the other for any indirect, special or consequential damages.

14 Termination for Budgetary Reasons: In addition to termination for default under section 13, either party may terminate this agreement if it is unable to appropriate funds for continuing the agreement under the Oregon Local Budget Law. The party terminating for lack of appropriation shall give the other party written notice 30 days prior to the termination date.

15 Termination: This agreement may be canceled by either party upon ninety days written notice to the other.

16 Notices: Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail, or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

17 No Waiver: No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any other different or subsequent breach.

18 Severability: If any provision of this agreement is held by a court to be invalid, such invalidity shall not affect any other provision of this agreement. This agreement shall be construed as if such invalid provision had never been included.

19 Entire Agreement: The foregoing constitutes the entire agreement between the parties. This agreement may be changed only by written modifications that are signed by both parties.

AGENCY: Sutherlin Police Dept

By Kirk M. Santolucito

Print Name [REDACTED]

Title Chief of Police

Date 4/15/14

REVIEWED AS TO CONTENT

By [REDACTED]

Douglas County Sheriff's Office

Date 4/18/14

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY OREGON

By [REDACTED]

Chair [REDACTED]

By [REDACTED]

Commissioner [REDACTED]

By [REDACTED]

Commissioner [REDACTED]

Date MAY 14, 2014

REVIEWED AS TO FORM

By [REDACTED]

Office of Legal Counsel

Date 4/21/14



## City of Sutherlin

STAFF REPORT					
<b>Re: Contract Approval for FY 2017/2018 Douglas County (DC) Emergency Communications Services Agreement for Fire Services</b>				Meeting Date:	<b>April 10, 2017</b>
<b>Purpose:</b>	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: Kirk M. Sanfilippo, Director of Public Safety				City Manager Review	<input type="checkbox"/>
<b>Attachments: Letter from DC re Communications Services Agreement Cost Increase FY2017/2018 &amp; DC Communications Services Agreement</b>					

### WHAT IS BEING ASKED OF COUNCIL?

The City Council is asked to vote on the Douglas County Communications Service Agreement Invoice for FY 2017/2018.

### EXPLANATION

The City of Sutherlin contracts with Douglas County Communications for emergency and routine fire communications services on a twenty-four hour basis. The term of this agreement shall be for five (5) years and begins July 1, 2017 and ends June 30, 2022. Services to be provided under this agreement shall include but not necessarily be limited to: twenty-four hour radio communications; written recorded logging; radio paging services; liaison work with other communications system users. The Communications Service Invoice is for one year. The total cost for FY2015/2016 was \$951.82, the cost for FY2016/2017 is \$1,010.97 (a 3% increase), and the proposed cost for FY2017/2018 is \$1061.51 (a 5% increase).

By contracting with Douglas County for this service it saves the City of Sutherlin money and helps to realize countywide efficiencies regionally.

### OPTIONS

N/A

### SUGGESTED MOTION(S)

- 1) Approve the Douglas County Communications Services Invoice for Fire Services with a 5% increase for FY 2017/2018 as presented, or;
- 2) Not approve the Douglas County Communications Services Agreement.





## ***DOUGLAS COUNTY EMERGENCY COMMUNICATIONS 911***

1036 S.E. Douglas • Room 112 • Roseburg, OR 97470 • (541) 440-4471  
Director (541) 440-6284 • Operations Manager (541) 440-6111 • Supervisor (541) 440-6032

March 10<sup>th</sup>, 2017

To: Police, Fire & Medical Users  
RE: Budget Information for Fiscal year 2017-2018

Sheriff Hanlin and Undersheriff Sanders have been working with the Board of Commissioners on our budget for the next fiscal year, which is July 2017 through June 2018.

For your budgeting purposes, the fees for dispatch services with Douglas County 911 Communications will increase by 5% over the 2016-2017 fiscal year.

Sincerely,

*Laurie Jackson*

Laurie Jackson  
Operations Manager  
Douglas County 911 Communications  
1036 SE Douglas, Rm 112  
Roseburg OR 97470  
(541) 440-6111  
[lsjackso@co.douglas.or.us](mailto:lsjackso@co.douglas.or.us)

## **MASTER COMMUNICATIONS SERVICES AGREEMENT**

This agreement is made on the \_\_ day of \_\_\_\_\_, 2017, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County") and SUTHERLIN VOLUNTEER FIRE DEPARTMENT, ("Agency").

### **RECITALS:**

ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

Douglas County has constructed, equipped, and staffed a communication center ("Facility") that is capable of acting as a central communication agency to cities, special service districts, and other units of local government within its County.

The Sutherlin Volunteer Fire Department and Douglas County desire to have a communication services agreement for Agency's use of County's facility and services.

### **COUNTY AND AGENCY THEREFORE AGREE:**

1 Term: The term of this agreement shall be for five (5) years commencing July 1, 2017, and ending June 30, 2022.

2 Payment: For use of the Douglas County communications center services and facilities, Agency shall pay County as follows:

2.1 For the time period July 1, 2017, to June 30, 2018, Agency shall pay to County the annual sum of \$1,061.51.

2.2 For each year thereafter, Agency shall pay to County a sum which consists of the price listed in paragraph 2.1, supra, plus an annual increase in an amount no less than 2%, but no more than 5% of the price of the services for the year immediately preceding. The actual amount of the payment increase shall be determined by County.

3 Services: County will provide Agency with emergency and routine communications services on a twenty-four (24) hour basis. Services to be provided under this agreement shall include but not necessarily be limited to: twenty-four (24) hour radio communications, written/recorded call logging, radio paging services, and liaison work with other communications system users.

4 Use of Facilities: Agency shall be entitled to use the facilities and services of the communications center for the price set forth in paragraph 2 of this agreement. Agency shall be responsible for the cost of any equipment or service(s) not provided by the communications center, which is necessary for Agency's full utilization of services and facilities provided by the communications center.

5 Equipment: Equipment purchased by Agency pursuant to this agreement shall become the property of Agency.

6 Redelivery: Upon termination or expiration of this agreement, County shall deliver Agency's equipment to Agency or Agency's agent at the location of use. County shall return Agency's equipment in the same condition and working order as it was when delivered to County, reasonable wear from normal use excepted.

7 Indemnification: To the extent permitted by Article XI, section 5 of the Oregon Constitution, Agency's charter and ORS 221.410, and within the limits of liability established in the Oregon Tort Claims Act, Agency shall defend, indemnify and save County, its officers, agents, and employees harmless from any and all claims, actions, damages or other expenses resulting from injury to any person or damage to property, of whatsoever nature arising out of or incident to Agency's performance of this agreement. Agency shall not be held responsible for any claims, actions, damages or other expenses, directly, solely and proximately caused by the negligence of County.

8 Technical Advice: County agrees to provide Agency with technical advice, when possible, relative to the purchase and acquisition of communications equipment in order to insure a reliable communications system is maintained to the mutual benefit of all.

9 Records Inspection: Each party may inspect or audit the records of the other party pertaining to the services performed under this agreement. Reasonable notice must be given for inspection and/or audit. Inspection and/or audits will be conducted during normal business hours.

10 Contract Administration: Each party designates the following as its representative for purposes of administering this agreement.

Agency: \_\_\_\_\_.

County: Sheriff John Hanlin.

11 County Officers: County officers, agents, and employees are prohibited from receiving any pecuniary or material benefit from Agency in violation of ORS chapter 244 or County's policy on employee ethics set forth in County Personnel Rule 20. Agency shall not confer any appreciable pecuniary or material benefit on any officer, employee, or agent of County during the term of this contract.

12 Compliance with Law: This agreement will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable statutes, rules, regulations, and ordinances of federal, state, and local government now, or hereafter in effect.

13 Default:

13.1 There shall be a default under this agreement if either party materially fails to comply with any provision of this agreement within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

13.2 Notwithstanding subsection 13.1., either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

13.3 In the event of a default, before either party may bring an action in any court concerning this agreement, that party must first seek in good faith to resolve the dispute through mediation, negotiation, or other non-binding alternative dispute resolution.

13.4 If dispute is not resolved pursuant to subsection 13.3 within 60 days after a default occurs, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

13.5 Any litigation arising out of this agreement shall be conducted in Circuit Court of Oregon for Douglas County.

13.6 In the event of litigation arising out this agreement, neither party shall be liable to the other for any indirect, special or consequential damages.

14 Termination for Budgetary Reasons: In addition to termination for default under section  
13, either party may terminate this agreement if it is unable to appropriate funds for continuing  
the agreement under the Oregon Local Budget Law. The party terminating for lack of  
appropriation shall give the other party written notice 30 days prior to the termination date.

15 Termination: This agreement may be canceled by either party upon ninety (90) days  
written notice to the other.

16     **Notices:** Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail, or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

16.1 Notices to Agency shall be delivered or mailed to:

---

---

---

16.2 Notices to County shall be delivered or mailed to:

Douglas County Sheriff's Department  
1036 SE Douglas Avenue, Rm. 210  
Roseburg, OR 97470

17 No Waiver: No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any other different or subsequent breach.

18 Severability: If any provision of this agreement is held by a court to be invalid, such  
invalidity shall not affect any other provision of this agreement. This agreement shall be  
construed as if such invalid provision had never been included.

19 Entire Agreement: The foregoing constitutes the entire agreement between the parties.  
This agreement may be changed only by written modifications that are signed by both parties.

////  
////  
////  
////  
////  
////  
////

**AGENCY**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**REVIEWED AS TO CONTENT**

By \_\_\_\_\_

Douglas County Sheriff's Office

Date \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY OREGON**

By \_\_\_\_\_

Chris Boice, Chair

By \_\_\_\_\_

Tim Freeman, Commissioner

By \_\_\_\_\_

Gary Leif, Commissioner

Date \_\_\_\_\_

**REVIEWED AS TO FORM**

By \_\_\_\_\_

Office of Legal Counsel

Date \_\_\_\_\_



## City of Sutherlin

STAFF REPORT					
<b>Re: Thirteenth Extension of Intergovernmental Agreement (IGA) with Douglas County for Inmate Housing</b>				Meeting Date:	<b>April 10, 2017</b>
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Kirk M. Sanfilippo, Director of Public Safety</b>				City Manager Review	<input type="checkbox"/>
<b>Attachments: Letter from Sheriff Hanlin &amp; Thirteenth Extension of IGA for Inmate Housing</b>					

### WHAT IS BEING ASKED OF COUNCIL?

The City Council is asked to vote on the Thirteenth Extension of the Douglas County IGA for Housing Inmates Agreement for FY 2017/2018.

### EXPLANATION

The City has an IGA with Douglas County for housing inmates. Approval would extend this contract for another fiscal year through June 30, 2018. Daily costs for housing an inmate will increase from \$86.88/day to \$89.64. This increase has been addressed in next fiscal year's budget. This fee increase is due to the rise in personnel costs, medical costs, jail food services increases, and the added day to day operational costs of the jail.

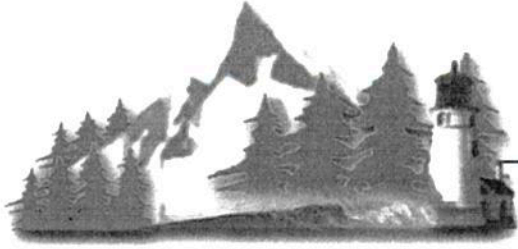
Contracting with Douglas County saves the City of Sutherlin from providing our own jail, personnel, and all other costs associated with the operation of this type of facility.

### OPTIONS

N/A

### SUGGESTED MOTION(S)

- 1) Approve the extension of the IGA with Douglas County for the housing of inmates, or;
- 2) Not approve the extension of the IGA with Douglas County for the housing of inmates.



## DOUGLAS COUNTY SHERIFF'S OFFICE

Justice Building • Roseburg, Oregon 97470 • (541) 440-4450

**JOHN HANLIN**  
SHERIFF

To: Local Police Departments in Douglas County

From: Sheriff John Hanlin

Subject: Inmate Housing Fee Increase for July 1, 2017 through June 30, 2018

Date: February 15, 2017

The Douglas County Sheriff's Office will be raising the inmate housing fees in the jail effective July 1, 2017. The inmate housing fee will increase from \$86.88 per day to \$89.64 per day. This fee increase is due to the rise in personnel costs, medical costs, food costs and the added day to day operational costs of the jail.

The following is the breakdown of the increases: Our jail medical increased by .40 cents per day, the food services increased \$1.26 per day and our personnel increased by \$1.10 per day, resulting in an increase of \$2.76 per day.

If you would like to sit down and look at the numbers and discuss this please let me know.

Thank You,

  
John Hanlin

**THIRTEENTH EXTENSION OF  
INTERGOVERNMENTAL AGREEMENT  
FOR HOUSING INMATES WITH  
SUTHERLIN**

This Thirteenth Contract Extension ("thirteenth extension") is made on the \_\_\_\_ day of \_\_\_\_\_ 2017, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County") and the CITY OF SUTHERLIN, a municipal corporation organized and existing under the law of the State of Oregon ("City").

On or about May 26, 2004, County and City entered into an Intergovernmental Agreement for Housing Inmates, filed in the county court journal on May 26, 2004 under recording No. CJ 2004-780 ("original contract").

County and City have entered into twelve extensions of the original contract as follows: first extension (May 27, 2005, CJ 2005-872), second extension (May 19, 2006, CJ 2006-780), third extension (September 21, 2007, CJ 2007-1551), fourth extension (May 1, 2008, CJ 2008-600), fifth extension (May 4, 2009, CJ 2009-481), sixth extension (June 2, 2010, CJ 2010-630), seventh extension (May 4, 2011, CJ 2011-417), eighth extension (September 26, 2012, CJ 2012-843), ninth extension (April 24, 2013, CJ 2013-0392), tenth extension (June 11, 2014, CJ 2014-0525), eleventh extension (May 13, 2015, CJ 2015-0364), and twelfth extension (June 8, 2016, CJ 2016-0459).

The original contract, first extension, second extension, third extension, fourth extension, fifth extension, sixth extension, seventh extension, eighth extension, ninth extension, tenth extension, eleventh extension, twelfth extension, and this thirteenth extension together shall be referred to as "this Agreement."

**THE PARTIES AGREE:**

1. **EXTENSION:** The term of this Agreement is extended to June 30, 2018, subject to early termination as otherwise provided. The extension is not effective until it has been signed by both parties.
2. **MODIFICATION:** Effective July 1, 2017, section 3.1.1 of the original contract is amended to read as follows:

"\$89.64 per prisoner day for each City prisoner accepted and housed pursuant to this agreement."

3. **ENTIRE CONTRACT:** Except as modified herein, the terms and conditions of the original contract, first extension, second extension, third extension, fourth extension, fifth extension, sixth extension, seventh extension, eighth extension,



ninth extension, tenth extension, eleventh extension, and twelfth extension shall apply.

**CITY OF SUTHERLIN**

By \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**REVIEWED AS TO CONTENT**

By \_\_\_\_\_

Douglas County Sheriff

Date \_\_\_\_\_

Coding \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY**

By \_\_\_\_\_

Chris Boice, Chair

By \_\_\_\_\_

Tim Freeman, Commissioner

By \_\_\_\_\_

Gary Leif, Commissioner

Date \_\_\_\_\_

**REVIEWED AS TO FORM**

By \_\_\_\_\_

County Legal Counsel

Date \_\_\_\_\_



# **COUNCIL BUSINESS**





126 E. Central Avenue  
Sutherlin, OR 97479  
541-459-2856  
Fax: 541-459-9363  
[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
Re: BUDGET COMMITTEE APPOINTMENTS				Meeting Date: APR 10, 17	
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: Debbie Hamilton, City Recorder/HR Manager				City Manager Review <input type="checkbox"/>	
Attachments: Applicant Applications					

### WHAT IS BEING ASKED OF COUNCIL?

Review applications submitted to City Recorder of those applying to the Budget Committee vacancies.

### EXPLANATION

**Budget Committee** – (2) Openings – 3-year term – Five (5) applications received from the following: Becky Wattles, Joe Groussman, Floyd Van Sickle, Wendy Schulze, and Lisa Childs

### OPTIONS

Appoint two (2) individuals to the Budget Committee, terms ending 12/31/2019.

### SUGGESTED MOTION(S)

None



## City of Sutherlin

Application for Citizen Committee/Commission/Board Appointment

Name Becky Wattles Date 3/23/17

Address 222 S Grove Lane Sutherlin Phone 541-459-3063

Email weckybm@msn.com Bus. Phone 464-6820

Length of Residency in Sutherlin 22 years Registered Voter? Yes

Candidate for position on Budget Committee

Relevant background and experience I have been in the banking industry for the last 22 years most recently as a Loan Officer.

What are your major interests or concerns in the City's programs? I don't have any concerns at this time.

Why would you like to be appointed to this position?  
I would like to have a better understanding of how the money that the City gets allocated from the State and taxpayers is spent and see if there are any ways to make improvements.

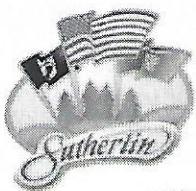
**RETURN THIS FORM TO:** City Recorder, 126 E. Central Ave., Sutherlin, OR 97479  
\*\*\*\*\*

**For Office Use Only:**  
Date received: 3/23/17

Date considered: 4/10/17

Action by Council \_\_\_\_\_

Term Expires: 12/31/19



# City of Sutherlin

## Application for Citizen Advisory Committee/Commission/Board Appointment

Name Joe M. Groussman, PMP Date 3-25-17  
Physical Address 2044 SAWGRASS CT, Phone CELL 541 680-2425  
Mailing Address SAME

Email JMGROUSSMAN@GMAIL.COM Bus. Phone 541 459-3595

Length of Residency in Sutherlin 6 YRS Registered Voter? YES

Candidate for position on Budget Committee

Relevant background and experience PUBLIC SAFETY - PROJECT MGR.

ACCOUNTABLE FOR MULTIMILLION DOLLAR PROJECTS

UTILIZING: COST MET - RETURN ON INVESTMENT - RISK AND PRIORITY MET. AND CREATED BUDGET VS ACTUAL ACCOUNTABILITY

What are your major interests or concerns in the City's programs?

FOR SUTHERLIN TO GROW AND PROSPER AS A MODERN CITY,

AT THE SAME TIME AS COST CONTROL, REPRESENTING CITY CITIZENS.

Why would you like to be appointed to this position? ASSIST IN PRIORITIZING THE

BUDGET FOR SUTHERLIN'S YEARLY CAPITAL AND OPERATING

FUNDS FOR THE DEPARTMENT INVOLVED.

RETURN FORM TO: City Recorder, 126 E. Central Avenue, Sutherlin, OR 97479

For Office Use Only:

Date received:

3/27/17 *WJS*

Date considered:

4/10/17

Action by Council

Term Expires:

[Revised 4/15/2013]





# City of Sutherlin

Application for Citizen Committee/Commission/Board Appointment

Name Wendy S Schulze Date 03/22/2017

Address 550 s state street unit 196 Phone 5413155690

Email Winsue11@yahoo.com Bus. Phone \_\_\_\_\_

Length of Residency in Sutherlin 19 years Registered Voter? Yes

Candidate for position on Budget

Relevant background and experience Medical, billing, i am in the FEE Department at the Roseburg V.A.

Been at the VA medical center for 14 yrs working in the medical field for 25 yr

What are your major interests or concerns in the City's programs? I have no current concerns.

I just want to be part in helping the community.

Why would you like to be appointed to this position?

I want to learn more about how the community is ran.

I want to help figure out what we can do to make it better for the children and general public.

**RETURN THIS FORM TO:** City Recorder, 126 E. Central Ave., Sutherlin, OR 97479  
\*\*\*\*\*

***For Office Use Only:***

Date received: March 22, 2017 by DHamilton

Date considered: 4/10/17

Action by Council \_\_\_\_\_

Term Expires: 12/31/2019



# City of Sutherlin

## Application for Citizen Committee/Commission/Board Appointment

Name Lisa Childs Date 3-1-17  
Address 2557 Golfview Ave 97479 Phone 619-454-2150  
Email happytails-1@charter.net Bus. Phone Same  
Length of Residency in Sutherlin 11 yrs Registered Voter? Yes  
Candidate for position on Budget  
Relevant background and experience Financial Services • Educator, •  
Small Business Owner/Entrepreneur, •  
Community activist

What are your major interests or concerns in the City's programs? Budgetary  
matters • Educational improvements •  
modernization of Sutherlin, attracting  
businesses to the city • infrastructure • job  
training for 21st Century jobs • • •  
Why would you like to be appointed to this position?

to assist in bringing Sutherlin  
into the twentieth century

**RETURN THIS FORM TO:** City Recorder, 126 E. Central Ave., Sutherlin, OR 97479  
\*\*\*\*\*

### For Office Use Only:

Date received: 3/14/2017 *[Signature]*

Date considered: 4/10/17

Action by Council \_\_\_\_\_

Term Expires: 12/31/19

Nov 2016 revised







# City of Sutherlin

Application for Citizen Committee/Commission/Board Appointment

Name FLOYD VAN SICKLE Date 3-17-2017  
Address 164 TERRACE LN Phone 541 530-2477  
Email FVAN SICKLE @ GMAIL.COM Bus. Phone \_\_\_\_\_

Length of Residency in Sutherlin 11 yrs Registered Voter? YES

Candidate for position on BUDGET COMM.

Relevant background and experience PREVIOUS BUDGET  
MEMBER 2013-2014

What are your major interests or concerns in the City's programs? ALLOTING  
FUNDS TO NEEDED AND NECESSARY  
PROGRAMS AND PROJECTS.

Why would you like to be appointed to this position?

AM PRIOR BUDGET MEMBER. FAMILIAR  
WITH BUDGET PROCESS. WAS INSTRUMENTAL  
IN GETTING NEW STREET SWEEPER 2 YRS AHEAD  
OF SCHEDULE IN 2014 BUDGET

RETURN THIS FORM TO: City Recorder, 126 E. Central Ave., Sutherlin, OR 97479  
\*\*\*\*\*

For Office Use Only:

Date received: 3/20/2017 *DS*

Date considered: 4/10/17

Action by Council \_\_\_\_\_

Term Expires: 12/31/19

Nov 2016 revised





126 E. Central Avenue  
Sutherlin, OR 97479  
541-459-2856  
Fax: 541-459-9363  
[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
<b>Re: Ordinance No. 1058 – 2016 Comprehensive Plan &amp; Development Code Amendments (second reading, title only)</b>				Meeting Date:	03/13/2017
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director and Lisa Hawley, City Planner</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Notice of Enactment & Ordinance					

### WHAT IS BEING ASKED OF COUNCIL?

To consider approval of second reading (by title only) and adoption of Ordinance No. 1058 – 2016 Comprehensive Plan & Development Code Amendments.

### EXPLANATION

City Council conducted a Public Hearing at the March 13<sup>th</sup> Council meeting on the proposed legislative amendments to the City Comprehensive Plan and the Sutherlin Development Code. The first reading, title only of the draft ordinance was also presented at for approval.

### OPTIONS

1. Approve the second reading and adoption of Ordinance No. 1058 for the legislative amendments, as presented;
2. Approve the second reading and adoption of Ordinance No. 1058 for the legislative amendments, with amendments;
3. Not approve the second reading or adoption of Ordinance No. 1058.

### SUGGESTED MOTION(S)

1. Approve the second reading and adoption of Ordinance No. 1058 - 2016 Comprehensive Plan & Development Code Amendments. for the legislative amendments, as presented;
2. Approve the second reading and adoption of Ordinance No. 1058 - 2016 Comprehensive Plan & Development Code Amendments, with amendments;
3. Not approve the second reading and adoption of Ordinance No. 1058 - 2016 Comprehensive Plan & Development Code Amendments



# *City of Sutherlin*

---

*Administration*  
126 E. Central Avenue  
Sutherlin, OR 97479  
(541) 459-2856  
Fax (541) 459-9363  
[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## **NOTICE OF ORDINANCE ENACTMENT**

### **ORDINANCE NO. 1058**

**AN ORDINANCE ADOPTING TEXT AMENDMENTS TO THE SUTHERLIN  
COMPREHENSIVE PLAN AND THE SUTHERLIN DEVELOPMENT CODE**

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

**MONDAY, MARCH 13<sup>TH</sup> @ 7PM AND APRIL 10<sup>TH</sup> @ 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](http://www.cityofsutherlin.com)).

Posted this day, March 6, 2017  
By Debbie Hamilton  
City Recorder

## **ORDINANCE NO. 1058**

### **AN ORDINANCE ADOPTING TEXT AMENDMENTS TO THE SUTHERLIN COMPREHENSIVE PLAN AND THE SUTHERLIN DEVELOPMENT CODE**

#### **The City Council of the City of Sutherlin finds that:**

**A.** In consideration of proposed legislative amendments to the text of the Sutherlin Comprehensive Plan and the Sutherlin Development Code, the Sutherlin Planning Commission held three workshops and conducted a public hearing on December 20, 2016, and the Sutherlin City Council held a workshop on February 27, 2017, and conducted a public hearing on March 13, 2017 to consider the following legislative amendments:

- Legislative amendments to the text of the Sutherlin Comprehensive Plan to add language that was previously adopted by the City in 2002 by City Ordinances 638 and 642, but was never incorporated. This new text includes updating plan policy A12 and adding new plan policy B15 in the Public Facilities Element, and adding a new “Conservation/Open Space” plan designation.
- Legislative amendments to the text of the Sutherlin Development Code (SDC) include several general revisions to update, clarify and/or streamline the code to make it more effective and easier to administer; add revisions to the SDC that were previously adopted by the City in 2009 for the Interchange Area Management Plan (IAMP) for Exit 136, but were never incorporated into the SDC; add a new mixed use zoning district to address mixed use development in the (C-3) Community Commercial and (M-1) Light Industrial zoning districts; and update the City’s sign code standards.

**B.** The Sutherlin Planning Commission held a properly noticed public hearing on December 20, 2016. Following the public hearing, the Planning Commission passed a motion to recommend that the City Council approve the proposed amendments, which included only minor revisions. Opportunity was provided for public participation during the hearing. No members of the public were present to provide written comment or oral testimony.

**C.** Notice of a public hearing before the City Council was given, and the public hearing on the legislative amendments was conducted on March 13, 2017. Opportunity was provided for public participation during the hearing.

**THE CITY OF SUTHERLIN ORDAINS AS FOLLOWS:**

**Section 1.** The amendments to the text of the Sutherlin Comprehensive Plan and the Sutherlin Development Code are hereby attached to this ordinance and identified as Exhibit “A”, Adoption Draft dated April 10, 2017, and by this reference made part of this ordinance. This adoption draft has the same contents as the Fourth Draft, dated March 13, 2017, presented at the City Council public hearing, except for the updated cover sheet and footers to acknowledge adoption.

**Section 2.** The text of the Sutherlin Comprehensive Plan and Sutherlin Development Code is hereby amended and shall be revised to depict the adopted amendments.

**Section 3.** The Sutherlin Comprehensive Plan and Sutherlin Development Code heretofore and herein amended, remain in full force and effect.

**PASSED BY THE COUNCIL ON THIS 10<sup>TH</sup> DAY OF APRIL, 2017.**

**APPROVED BY THE MAYOR ON THIS 10<sup>TH</sup> DAY OF APRIL, 2017.**

\_\_\_\_\_  
Mayor, Todd McKnight

**Attest:**

\_\_\_\_\_  
City Recorder, Debra L. Hamilton, CMC

**EXHIBIT “A”**

**2016 LEGISLATIVE  
AMENDMENTS TO THE**

**CITY OF SUTHERLIN  
DEVELOPMENT CODE**

**CITY COUNCIL**

**ADOPTION DRAFT  
APRIL 10, 2017**

**PLANNING COMMISSION**

Workshop	Jan 19, 2016
Workshop	Aug 16, 2016
Workshop	Oct 18, 2016
Public Hearing	Dec 20, 2016

**CITY COUNCIL**

Council Work Session	Feb 27, 2017
Council Public Hearing	Mar 13, 2017
Council First Reading	Mar 13, 2017
Council Second Reading	Apr 10, 2017

## LEGEND

Deletion	<del>Deletion</del> is marked with strike out function
Addition	<b><u>Addition</u></b> is marked with bold and underline
Comments	<i>Comments are provided in italics</i>

## LEGISLATIVE AMENDMENTS TO THE SUTHERLIN DEVELOPMENT CODE

The following amendments are proposed to the text of the Sutherlin Development Code, including general revisions to update or streamline the code to make it more effective, adding a new Mixed Use zone to address mixed use development, and updating the sign code language.



## Part I – Miscellaneous General Amendments

**Purpose of Amendment:** *The following general amendments are proposed to the Sutherlin Development Code to make it more streamlined and effective.*

### 1. Update Chapter 1, including several definitions:

**1.2.120 Pre-Existing Approvals.** Development for which approvals were granted prior to ~~[insert the effective date of this code]~~ **July, 2007** may occur pursuant to such approvals; except that modifications to development approvals shall comply with section 4.7, Modifications to Approved Plans and Conditions of Approval.

**Accessory building or use** - The use of land or a subordinate building or a portion of a principal building, such use or building being secondary to or incidental to the principal use or structure, except for accessory dwellings as defined by this code. (See section 2.1.130)

**Arterial** - ~~An arterial street.~~ The primary function of an arterial is to provide through movement to traffic, distributing it to collector streets and principal highways, and providing limited land access. These streets are generally characterized by a three to five lane cross section, and should accommodate pedestrian and bicycles movements. Signalization should be provided at intersections with other arterials and collector streets, as warranted. Sutherlin's arterials are designed with large rights-of-way (68-100 feet wide) with pavement widths of at least 48 feet. Arterial streets have limited or controlled access to them and have little or no on-street parking. Oregon's Transportation Planning Rule requires bicycle lanes and sidewalks along arterials. Bicycle lanes are required on arterials even if they do not generate significant bicycle traffic. (See section 3.5.110(F))

**Bed and breakfast inn** - Provides accommodations (two (2) or more rooms) plus breakfast on a daily or weekly basis in an operator- or owner-occupied home that is primarily used for this purpose. This use is operated as a commercial enterprise, encourages direct bookings from the public, and is intended to provide a major source of income to the proprietors. This level includes inns that operate restaurants offering meals to the general public as well as to overnight guests. (See section 2.6.120)

**Block** - ~~An parcel area of land or group of lots which may be bounded on all sides by streets, railroad rights-of-way, unsubdivided land, or water courses. by intersecting streets.~~ (See also, section 3.2.110.L.)

**Boundary line** – The property line abutting a lot or parcel.

**Collector** - ~~Type of street.~~ The primary function of a collector is to move traffic between arterials and local streets, and to provide access to adjacent uses. The collector street is generally characterized by a two or three lane cross section. Oregon's Transportation Planning Rule requires bicycle lanes and sidewalks along major collectors. Bicycle lanes are required on major collectors even if they do not generate significant bicycle traffic. Intersections with other collectors and arterials may be signalized, as warranted.

**Sutherlin's collectors have a minimum right-of-way width of 60 feet with a minimum pavement width of 40 feet. Property access from a collector streets should be discouraged.**  
(See section 3.5.110.F.)

**Facility – A structure that is constructed, placed, or erected for the purpose of furthering a permitted or conditional use.**

**Kennel - Any lot used for breeding or boarding ~~A use providing for the accommodation of~~ four (4) or more dogs or cats which are six (6) months old or older, where such animals are kept for board, propagation, training or sale.**

**Property line adjustment - means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel; has the same meaning as Boundary Line Adjustment.**

**Recreational vehicle - A vacation trailer or other unit with or without motive power, which is designed for human occupancy and to be used temporarily for recreational or emergency purposes, and has a gross floor space of less than four hundred (400) square feet. "Recreational vehicle" includes camping trailers, camping vehicles, motor homes, park trailers, bus conversions, van conversions, tent trailers, travel trailers, truck campers, and any vehicle converted for use or partial use as a recreational vehicle. The unit shall be identified as a recreational vehicle by the manufacturer or converter. A recreational vehicle is not a single family dwelling or a dwelling unit under the provisions of this code.**

**Sign - Any face of any lettered or pictorial device or structure designed to inform or attract attention. (See Section 3.7)**

**Temporary Commercial Vendor – A commercial business operating within a pre-fabricated structure that is constructed for movement on the public highway. Such a use may locate in any commercial zone so long as 1) the structure has been reviewed by the County Building Department; 2) the structure remains road ready with chassis, wheels and trailer tongue attached; 3) the parking requirements of Section 3.4 have been met; and 4) the County Health Department has licensed the vendor for food and beverage handling.**

## **OTHER MISCELLANEOUS AMENDMENTS**

2. *Add language to the Development Code to address uses not specifically listed in the zone. If the use is not specifically listed, then it is not permitted or conditionally permitted in the zoning district. Add to Section 1.2.100 the following: **The Community Development Director may permit in any zone a use not listed in this ordinance if the requested use is of the same general type and is similar to the uses permitted within the zone. The decision of the Community Development Director may be reviewed by the Planning Commission on its own motion or appealed to the Planning Commission.***

3. *Add back to the Sutherlin Development Code the text for the Forestry Resource – 75 zone (FR-75), which appears to have been inadvertently deleted from the Development Code when legislative amendments were completed around 2007-2008. The text was removed, but there were no modifications to the City zoning map. DLCD has advised that since the City will be proposing the removal of land (Ford's Pond) from the UGB and city limits, which is zoned on the City's zoning map as FR-75, it was important that the text for the FR-75 zoning district be added back into the Development Code.*

*In November 2016, based upon further research, staff found that the current 1991 City Comprehensive Plan has a recognized "Residential-Agriculture/Forestry" land use designation, which specifically stated that "Resource use (agriculture or forestry) is to be allowed in this area, as is residential development up to one dwelling per ten acres." It was not intended for this designation that urban level of services be provided to this area. Based upon this additional information, staff finds that it is unclear where the 75 acre minimum in the previous zoning district originated. Staff has determined that a forest or resource designation, which allows ten (10) acre minimum parcel sizes, is too urban and not appropriate under current state law. Staff proposes a minimum of one dwelling per 20 acres, which would still be consistent with state law and the intent of the FR plan designation. With this revision, the zoning designation on the city's zoning map will be revised to FR-20 for consistency. The provisions of the City's Conservation/Open Space plan designation, as adopted in 2002 by City Ordinance No. 938, are being implemented through the Forestry Resource zoning district. This would also meet the City's comprehensive plan policies to provide UGB buffer areas and maintain larger units for open space use.*

## **Section 2.7**

### **FORESTRY RESOURCE (FR-20) DISTRICT**

#### **2.7.100 Purpose and Applicability.**

- A. Purpose. The purpose of this classification is intended to preserve lands with high forest potential or lands not immediately available for development. The zone is applied to areas in the urban growth boundary and to property inside the city limits but outside of the UGB where urbanization is untimely and services cannot be provided in the immediate future.**
- B. Applicability. The forestry resource district applies to lands that have been so designated on the zoning map and designated as Forestry Resource (FR-20).**

#### **2.7.110 Permitted Uses and Structures. Single family dwelling associated with resource management activities.**

#### **2.7.120 Conditional Uses and Structures. In the FR-20 zone, the following uses are conditionally permitted subject to the development standards in Sections 2.7.130 after hearing and, if necessary, attachment of conditions according to the procedures listed in**

**Section 4.5 [Conditional Use Permits], as necessary to ensure compatibility with adjacent land uses.**

<b>Table 2.7.120 – Conditional Uses</b>	
<b><u>Uses</u></b>	<b><u>Status of Use in District</u></b>
<b><u>Traditional Home Uses</u></b>	<b><u>P</u></b>
<b><u>Public facilities; except not allowing public business offices, repair, or storage facilities.</u></b>	<b><u>C</u></b>
<b><u>Public parks, recreation areas, and publicly owned and operated properties</u></b>	<b><u>C</u></b>
<b><u>Uses similar to those listed above in nature and intent, as deemed by the Planning Commission</u></b>	<b><u>C</u></b>

**Key:**

**P = Permitted**

**S = Permitted with special standards or limitations**

**C = Conditional use permit required**

**N = Not permitted**

**2.7.130 Development Standards. All development within the forestry resource district must comply with the development standards listed in Table 2.7.130.**

<b>Table 2.4.130 – Development Standards</b>	
<b><u>Standard</u></b>	<b><u>P</u></b>
<b><u>Lot size minimum (acres)</u></b>	<b><u>20 acres</u></b>
<b><u>Lot depth minimum (feet)</u></b>	<b><u>None</u></b>
<b><u>Lot frontage minimum (feet)</u></b>	<b><u>None</u></b>
<b><u>Lot Coverage maximum (percent)</u></b>	<b><u>None</u></b>
<b><u>Yard Setback minimums (feet)</u></b> - <b><u>front setback</u></b>  - <b><u>side setbacks</u></b> - <b><u>rear setbacks</u></b>	<b><u>30 feet</u></b>  <b><u>25 feet, side and rear</u></b>
<b><u>Building Height maximum (feet)</u></b>	<b><u>50 feet, except increased height allowed subject to Conditional Use Permit</u></b>

4. On page 2-5, modify Table 2.2.110 [Permitted Uses] in the Residential Districts to:
  - a. Add a listing under residential uses, Single Family Dwellings, for Temporary Medical Hardship Dwelling as Permitted with Special Standards (S-P) in the residential zones (a hardship requires a Type II procedure per Sec 4.10.110).
  - b. Add listing under residential uses for Home Occupation as a Permitted with Special Standards (S-P) in the residential zones (per Section 2.6.150). This action will also delete reference to Home Occupations in Section 4.10.120 and move it to Section 2.6.150 to clarify that home occupations are permitted by right in all residential zones.

- c. Modify listing for Accessory Dwelling to modify status of use from “S-PUD” to “S-P” since an accessory dwelling can be permitted as part of a single family dwelling and doesn’t have to be part of a PUD.
  - d. Modify listing for Agriculture, Horticulture (and livestock) to delete reference to “existing use” and modify status of use from “P” to “S-P” to note use is permitted subject to the special standards of Section 2.6.240 [Agriculture, Livestock].
  - e. Modify listing for Manufactured Home Park from “N”, not permitted to “C”, conditional use permit to provide for the use in the R-2 zoning district.
5. On page 2-11, correct formatting for Table 2.3.130 [Development Standards] for the side and rear setbacks for the commercial zoning districts.
  6. On page 2-11, add text to the end of Section 2.3.135 [Special Status for Single Family Residences] to clarify that “**for permitted uses and development standards of the commercial districts**”. This is in reference to nonconforming existing single family residences which are converted to a permitted commercial use and are subject to the development standards of the zone.

**2.3.135 Special Status for Single Family Residences.** Existing uses granted special status (allowed) in commercial districts: Notwithstanding the restrictions of any other section of the Sutherlin Municipal Code, all single-family residential dwellings built before January 1, 2006, on commercial zoned properties are considered conforming to the base district. If any building on these properties is substantially destroyed, as defined in 5.3.110, it may be rebuilt to the same size as existed when it was destroyed, subject to the regulations of any applicable overlay district. If an existing single-family residence is converted to a permitted commercial use, the special status granted here is rescinded, and the use of the property must thereafter conform to the requirements of section 2.3.110 and 2.3.130 **for permitted uses and development standards of the commercial districts.**

7. On page 2-16, add text to the end of Section 2.5.125 [Special Status for Single Family Residences] to clarify that “**for permitted uses and development standards of the industrial districts**”. This is in reference to nonconforming existing single family residences which are converted to a permitted industrial use and are subject to the development standards of the zone.

**2.5.125 Special Status for Single Family Residences.** Existing uses granted special status (allowed) in industrial districts: Notwithstanding the restrictions of any other section of the Sutherlin Municipal Code, all single-family residential dwellings built before January 1, 2006, on industrial zoned properties are considered conforming to the base district. If any building on these properties is substantially destroyed, as defined in 5.3.110, it may be rebuilt to the same size as existed when it was destroyed, subject to the regulations of any applicable overlay district. If an existing single-family residence is converted to a permitted industrial use, the special status granted here is rescinded, and the use of the



property must thereafter conform to the requirements of Section 2.5.110 and 2.5.120 **for permitted uses and development standards of the industrial districts.**

8. In conjunction with the two above changes, on page 5-7, correct references in Section 5.3.110.D [Non-conforming Development], which refer to the commercial and industrial zones. Change “~~Section 2.3.115 and 2.5.105~~” to correctly state “**Sections 2.3.135 and 2.5.125**”.
9. On page 2-14, modify Table 2.5.110 [Permitted Uses] to separate item 1 under Industrial Uses into two separate uses: (1) Heavy manufacturing and assembly, and (2) Processing of raw materials. This is currently listed as one use; proposed change would provide options to allow both uses together or separately. Both uses would remain not permitted in the M-1 zone and conditionally permitted in the M-2 zone.
10. On page 2-17, copy reference from Section 2.1.130.D (Outdoor Sales/Display) to add an item D to Section 2.6.110 (Accessory Uses and Structures), so there is a cross-reference and consistency with the standards listed for Accessory Uses and Structures.
11. On page 2-27, correct Section reference, so it reads “as defined in **this** section ~~3.29.040~~”. Section 3.29.040 does not exist.
12. On page 2-29, correct Section 2.6.190.D.2 [Building Code Compliance] to reference to the Roseburg code and delete words “~~Roseburg code chapter 16.05 and~~”.
13. On page 2-37, add reference to Section 2.6.240 [Agriculture, Livestock] to clarify which zones allow agricultural uses and livestock. **The uses are only allowed in the FR-20 and the residential zones and subject to section 2.6.240.**
14. On page 3-21, consider modifying Section 3.3.140.B.2 [Fences and Walls] to delete reference to “etc.” as part of the exception to the four (4) foot height limitation for the height of fences and walls along or within the front yard setback. Current exception states “(except decorative arbors, gates, etc.)”

**3.3.140 Fences and Walls.** The following standards shall apply to all fences and walls except for fences in industrially designated lands: ...

**B. Dimensions.**

1. The maximum allowable height of fences and walls is six (6) feet as measured from the lowest grade at the base of the wall or fence, except that retaining walls and terraced walls may exceed six (6) feet when permitted as part of a site development approval, or as necessary to construct streets and sidewalks. A building permit is required for walls exceeding six (6) feet in height, in conformance with the uniform building code.

2. The height of fences and walls along or within a front yard setback shall not exceed four (4) feet (except decorative arbors, gates, ~~etc.~~), as measured from the grade closest to the street right-of-way.
  3. Fences and walls shall comply with the vision clearance standards of section 3.2.110.O.
15. On page 3-23, modify Table 3.4.120.A [Vehicle Parking, Minimum Standards Option] to delete reference to no parking required for Accessory Dwellings, and add requirement for one parking space per dwelling unit. This will be consistent with the standards listed in Section 2.6.100.D [Accessory Dwellings], which states that one off-street parking space is required for an accessory dwelling unit.

Table 3.4.120.A - Vehicle Parking - Minimum Standards Option	
Use	Parking Standard
Residential Uses	
Single family detached housing.	2 parking spaces per detached single family dwelling or manufactured home on an individual lot.
Two- and three-family housing	1.5 spaces per dwelling unit.
Multi-family and single family attached housing. a. Studio units or 1-bedroom units less than 500 sq. ft b. 1-bedroom units 500 sq. ft. or larger c. 2-bedroom units d. 3-bedroom or greater units e. Retirement complexes for seniors 55-years or greater f. Visitor Parking	a. 1space/unit. b. 1.50 spaces/unit. c. 1.75 spaces/unit. d. 2 spaces/unit e. 1 space per unit.  f. 1 space for every 10 dwellings; no visitor parking requirement for projects with 1-9 dwellings where on-street parking is present.
Rooming and boarding houses, dormitories.	2 spaces for each 3 guest rooms, or one per three beds, whichever is more;
Senior housing.	Same as for retirement complexes
Manufactured home parks.	Same as for single family detached housing.
Accessory dwelling.	<del>None required.</del> <b>1 space per unit</b>

16. On pages 3-33 & 3-34, modify Table 3.5.110F [Street and Pathway Design Standards] for Local Residential Streets with parking on both sides to state 10' instead of 9'-10' for motor vehicle travel lanes.
17. On page 3-40, correct typo in Section 3.5.110.H [Future Street Plan and Extension of Streets] for length of temporary turnarounds for street stubs over 150 feet in length.

18. On page 3-42, modify Section 3.5.110.M.2 [Cul-de-sacs] to revise requirements for circular and hammerhead turnarounds for dead end streets. Based upon recent discussions with the City Fire Department and the County Building Official, modify language to state that such turnarounds shall be consistent with the Uniform Fire Code, Section 503, Appendix D.
2. All cul-de-sacs exceeding one hundred fifty (150) feet shall terminate with a circular or hammer-head turnaround. Circular **and hammer-head** turnarounds shall **be consistent with the requirements of the Oregon Uniform Fire Code, Section 503, Appendix D [Fire Apparatus Access Roads]** ~~have a radius of no less forty (40) feet (i.e., from center to edge of pavement); except that turnarounds may be larger when they contain a landscaped island or parking bay in their center. When an island or parking bay is provided, there shall be a fire apparatus lane of twenty (20) feet in width; and~~
19. On Page 4-3, modify Section 4.2.110 [Description of Permit Procedures] to add descriptive names to the types of land use procedures as follows:
- a. Type I **(ministerial)** Procedure...
  - b. Type II **(administrative)** Procedure...
  - c. Type III **(quasi-judicial)** Procedure...
  - d. Type IV **(quasi-judicial)** Procedure...
20. For Type II, Type III and Type IV application procedures (Sections 4.2.130, 4.2.140 & 4.2.150), modify references to sections on Notice of Application, Notice of Public Hearing, Notice of Decisions, Appeal of Decisions, Who May Appeal and Appeal Procedures, as applicable, to add the titleholder of the subject property to the list of those notified and those who can appeal an application. Currently, the Development Code only lists the applicant. However, there are times when the applicant may be different than the titleholder of the subject property. Amending the text would clarify that the applicant and/or titleholder of the subject property both have legal standing in the application process.
21. On page 4-7, correct Section 4.2.130.G.2.a [Notice of Appeal, Type II Decision] to clarify the deadline for filing an appeal, and state that a notice of appeal shall be filed with the planning director by 5 p.m. of the **14th** day after the notice of decision was mailed.
22. On page 4-9, modify Section 4.2.140.C.1.c [Notice of Planning Commission Hearing] to delete item c., which requires posting of notice of the hearing on the subject property, at least 14 days before the public hearing. Posting of notices are still required for certain actions under statute, such as vacations, annexations and withdrawals from special district, etc. However, ORS 197.763 does not require the posting of notices of public hearing as part of the notice requirements for quasi-judicial land use actions.
23. On page 4-13, modify Section 4.2.150.D.2.c [Type IV Procedure] to update and correct reference to notices sent to DLCD. DLCD notices no longer require at least 45 days'

notice. Under current state law, DLCD must receive notices at least 35 days prior to first evidentiary public hearing.

24. On page 4-22 (Section 4.3.150.E, site plan reviews) and page 4-28 (Section 4.4.140.K, subdivisions), add language to clarify the length of time for phased development. Phased development allows improvements to coincide with phasing and improvements on the same schedule. Example: For 3 phases, two years each for the first two phases and one year for the third phase, for a total of five years, each phase with platting and improvements both authorized in the phasing. Applicable extensions to either site plan review or subdivision development will now be subject to Section 4.4.120.D.2.

Add item 4 to Section 4.4.140.K to clarify the approval period for phased development.

**4. Time limitations for the various phases must meet the following requirements:**

- (1) Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.**
- (2) Phase 2 final plat shall be approved within forty-eight (48) months of preliminary approval.**
- (3) Phase 3 final plat shall be approved within sixty (60) months of preliminary approval.**

25. Extensions of approval periods for Subdivisions/Land Partitions and Planned Unit Developments. On page 4-24, modify Section 4.4.120.D.2 [Modifications and Extensions] to allow more than one 1-year extension for a subdivision or land partition. Currently, only a one year extension of the tentative approval is permitted. Add item 2.d. that **“Additional one-year extensions may be granted, up to a maximum of three (3) extensions, provided the criteria of the above section D.2 are met for the extension.”**

On page 4-39, modify Section 4.6.180.B [Administrative Procedures, Extensions] to allow more than one 1-year extension for an approval for Planned Unit Development. Currently, only a one-year extension of the approval period is permitted. Add item 5. that **“Additional one-year extensions may be granted, up to a maximum of three (3) extensions, provided the criteria of the above section B are met for the extension.”**

26. On page 4-30, update Section 4.4.180.A to provide an additional means of guarantee for the installation of public improvement. Add item 4. “Cash deposit with an escrow company”.
27. On page 4-33, modify Section 4.4.210.D.1 [Recording Property Line Adjustments] to change length of time for approval of a property line adjustment from 90 days to one (1) year to provide ample time to complete the tentative approval and applicable conditions of approval. The current tentative approval time of 90 days is unusually short and the extension is for one year. This change extends the original tentative approval to one (1) year.

28. On page 4-42, modify Section 4.7.130.B [Minor Modification Approval Procedures] to provide that minor modifications to a land use action are just a Type I procedure. They are nominal by definition, previously reviewed and designed to expedite completion of an application. The requirement to make certain minor modifications a Type II procedure should be deleted. Modify Section 4.7.130.B as follows:

**Minor Modification Approval Procedures.** An application for approval of a minor modification is reviewed using Type I procedures ~~if the minor modification would modify a development to which Type I procedures would apply. All other minor modifications shall be reviewed using Type II procedures.~~ A minor modification shall be approved, approved with conditions, or denied by the planning director based on written findings on the following criteria:

1. The proposed development is in compliance with all applicable requirements of the development code; and
  2. The modification is not a major modification as defined in section 4.7.120, above.
29. On pages 5-2 to 5-4, modify variances to clarify that Class A Variance is a Type I (ministerial) procedure, a Class B Variance is a Type II (administrative) Procedure, and that a Class C Variance is a Type III (quasi-judicial) Procedure.
30. On page 5-2, modify Section 5.2.110.A [Class A Variances] to clarify the language for approval of a Class A Variance. The existing language, as worded, is very confusing. The proposed change will help simplify the criteria, as follows:

**Class A Variances.** The following variances are reviewed using a Type ~~II~~ **I** procedure, as governed by section 4.2, using the approval criteria in subsection B, below:

1. Front yard setbacks. Up to a fifty (50) ~~ten (10)~~ percent ~~change~~ **reduction** to the front yard setback standard in the zoning district.
2. Interior setbacks. Up to a fifty (50) ~~ten (10)~~ percent reduction, **but in no case less than 5 (five) feet**, of the dimensional standards for the side and rear yard setbacks required in the ~~base land use zoning~~ district.
3. Lot coverage. Up to ~~fifty (50) ten (10)~~ **twenty-five (25)** percent increase of the maximum lot coverage required in the ~~base zone zoning~~ district. **This does not include nonstructural impervious surfaces.**
4. Landscape area. Up to twenty ~~five (20)~~ **(25)** ~~ten (10)~~ percent reduction in landscape area (overall area or interior parking lot landscape area).
5. Sign surface area or height. Up to ~~ten (10)~~ **twenty-five (25)** percent increase in area or height.

**Variance requests exceeding items 1-5 shall be reviewed as a Class C Variance.**

31. On page 5-3, modify Section 5.2.120.A [Class B Variances] to clarify that Class B variances are a Type II variance only. Modify Section 5.2.120.A as follows:



Due to their discretionary nature, the following types of variances shall be reviewed using a Type II ~~or Type III~~ procedure, in accordance with section 4.2: . . .

32. On page 4-16, modify Section 4.2.160.D [General Provisions, Scriveners' Errors). Currently, Section 4.2.160.D states: "*The planning director has the authority to correct scrivener's errors in adopted findings of fact and decision documents*". No reference is made to enable the Community Development Director or City Manager to correct scrivener's errors or make minor text corrections to the City Comprehensive Plan and its associated documents or the Sutherlin Development Code. Based upon the recommendation from the Planning Commission, modify to say Community Development Director.

Change Section 4.2.160.D to add language to enable minor text corrections as follows:

**Scrivener's Errors.**

**A.** The ~~Planning~~ **Community Development** Director has the authority to correct scrivener's errors in adopted findings of fact and decision documents.

**B. Minor Text Corrections.**

**The Community Development Director may correct the Zoning and Subdivision Ordinances, the Comprehensive Plan and the Transportation System Plan, without prior notice or hearing, so long as the Community Development Director does not alter the sense, meaning, effect, or substance of any adopted ordinance and, within such limitations, the Community Development Director may:**

- 1. Renumber chapters, articles, sections, subsections, findings, goals, objectives, and policies, and parts of chapters, articles, sections, subsections, findings, goals, objectives, and policies of Zoning and Subdivision Ordinances, the Comprehensive Plan and the Transportation System Plan;**
- 2. Rearrange chapters, articles, sections, subsections, findings, goals, objectives, and policies, and parts of chapters, articles, sections, subsections, findings, goals, objectives, and policies;**
- 3. Change reference numbers to agree with renumbered chapters, articles, sections, subsections, findings, goals, objectives, and policies, and parts of chapters, articles, sections, subsections, findings, goals, objectives, and policies;**
- 4. Delete references to repealed chapters, articles, sections, subsections, findings, goals, objectives, and policies, and parts of chapters, articles, sections, subsections, findings, goals objectives, and policies;**

5. Substitute the proper chapter, article, section, subsection, finding, goal, objective, or policy numbers;
6. Change capitalization and spelling for the purpose of uniformity;
7. Correct manifest clerical, grammatical or typographical errors; and,
8. Change the name of an agency by reason of a name change prescribed by law.

The Community Development Director shall maintain a record, available for public access, of all corrections made under this Section.

Corrections to the Zoning and Subdivision Ordinances, the Comprehensive Plan and the Transportation System Plan made by the Community Development Director pursuant to this Section are prima facie evidence of the law, but they are not conclusive evidence. If any correction to the Zoning and Subdivision Ordinances, the Comprehensive Plan and the Transportation System Plan made pursuant to this Section differs in sense, meaning, effect, or substance from any adopted ordinance, the adopted ordinance shall prevail.

33. Update the City Comprehensive Plan and Sutherlin Development Code to add text language that was previously adopted by the City in 2002 but was never added to the Comprehensive Plan or Zoning/Development Ordinance. As part of the annexation and expansion of the City's UGB in 2002 to add a 200.07 acre industrial park off Stearns Lane to the city limits, the City adopted Ordinance No. 938 [for the UGB amendment, annexation and redesignation/rezoning of said property] and Ordinance No. 942 [for adoption of temporary minimum parcel size for the 200-acre industrial area, as required by DLCD]. Both city ordinances required the adoption of amending text to the Comprehensive Plan and Zoning/Development Ordinance.
  - a. Update page 37 of the Comprehensive Plan to amend Public Facilities Plan Policy A12 to read as follows:
    12. ~~The City shall provide sewer and water service to areas within the Urban Growth Boundary.~~ The City shall provide sewer and water service as appropriate within the city limits. In the case of a demonstrated public health threat, the City may, at its own discretion, provide sewer and water service to lands outside the city limits but within the Urban Growth Boundary.
  - b. Update page 41 of the Comprehensive Plan to add a new policy B15 to the Public Facilities Plan Policy as follows and modify as recommended by the Planning Commission as the Dec 20, 2016 public hearing:

**The City shall support improvements to Highway 138, and Interstate 5 Interchange 136, as expressed in the “136 Interchange Area Management Plan”. As deemed appropriate by the City Council, the City shall identify ways to assist in funding improvements.**

- c. Update page 66 [Comprehensive Plan Designations] to add a new land use designation, “Conservation/Open Space” as follows:

**Conservation/Open Space. This designation may be applied to lands within the urban growth boundary that are not immediately available for development at urban densities for any of the following reasons:**

- a. **The land is being held in reserve until needed for urban development, and until full City services can be provided without adversely impacting service to developed areas of the City;**
  - b. **The land contains wetlands, natural hazard areas, or other significant natural features or development constraints;**
  - c. **The land is identified as a planned buffer between potentially incompatible land uses; or,**
  - d. **The land is in agricultural use.**
- d. Update page 2-16 to add item C to Section 2.5.120 [Development Standards] to add the follow language to the Industrial Zoning District to address the adopted temporary minimum parcel size for the 200-acre industrial site along Stearns Lane:

**C. Special Lot Size and Development Standard. A minimum parcel size of 50 acres shall apply to the 200-acre Oak Hills Industrial site located between Stearns Lane and Interstate-5 until one major industrial facility is constructed, after which a 10-acre minimum lot size shall apply up to 100 acres of the site to promote related industries.**

34. This new amendment will incorporate some Development Code amendments that were originally adopted by the City in 2009 as part of the Interchange Area Management Plan for Exit 136 (IAMP), but were never incorporated in the SDC. These revisions affect Section 3.2 Access and Circulation, Section 3.5.110 Transportation Standards, and Chapter 4, Sections 4.3 and 4.8.

### **Section 3.2.110 Vehicular Access and Circulation**

#### **A. Intent and Purpose.**

1. The intent of this section is to manage vehicle access to development through a connected street system with shared driveways, where practicable, and circulation systems that allow multiple transportation modes and technology, while preserving the flow of traffic in terms of safety, roadway capacity, and efficiency. Access shall be managed to maintain an adequate “level of service” and to maintain the “functional classification” of roadways [See Transportation System Plan adopted November 2006 **and amended in April 2009**]. Major roadways, including highways, arterials, and collectors, serve as the primary system for

moving people and goods. “Access management” is a primary concern on these roads. Local streets and alleys provide access to individual properties. If vehicular access and circulation are not properly designed, these roadways will be unable to accommodate the needs of development and serve their transportation function. This section balances the right of reasonable access to private property with the right of the public to safe and efficient travel.

2. To achieve this policy intent, county and local roadways have been categorized in the comprehensive plan by function and classified for access purposes based upon their level of importance and function. (See section 3.5, Infrastructure Standards) Regulations apply to these roadways for the purpose of reducing traffic accidents, personal injury, and property damage attributable to access systems, and to thereby improve the safety and operation of the roadway network. The regulations are also intended to protect the substantial public investment in the transportation system, facilitate economic development, and reduce the need for expensive remedial measures. These regulations also further the orderly layout and use of land, protect community character, and conserve natural resources by promoting well-designed road and access systems and discouraging the unplanned **development , such as developments that generate more traffic than assumed in the Transportation System Plan, or the** subdivision of land **designated for agricultural use in the Comprehensive Plan.**
- D. **Traffic Study Requirements.** The city or other agency with access jurisdiction may require a traffic study prepared by a traffic engineer to determine access, circulation and other transportation requirements **including identification of projects needed to implement the Transportation System Plan or other projects needed to mitigate for traffic impacts resulting from development that exceeds assumptions from the Transportation System Plan.** (See also, section 3.5, Infrastructure.)

#### **Section 3.5.110 Transportation Standards.**

- A. **Purpose.** The purpose of this section is to implement the Transportation System Plan **(including the Interchange Area Management Plan, which was incorporated into the TSP in April 2009)** and protect the City’s investment **of the City, the County, and ODOT** in the public street system. Upon dedication of streets to the public, the City accepts maintenance responsibility for the street. Failure to meet City standards, may place an undue maintenance burden on the public, which may be only marginally benefited by the street improvement. Variances to street standards must be evaluated in this context.
- B. **Development Standards.** No development shall occur unless the development has frontage onto or approved access from a public street, in conformance with the provisions of section 3.2, Access and Circulation, and the following standards are met: . . .
  3. Development of new streets, and additional street width or improvements planned as a portion of an existing street, shall be improved in accordance with this section, and public streets shall be dedicated to the applicable City, County or ~~County~~ **ODOT** jurisdiction.

**Section 4.8.4.3.120 Development Review Approval Criteria.** Applications for development review shall be conducted as a Type I procedure, as described in section 4.2.120. Prior to issuance of building permits, the following standards shall be met:

- A. The proposed land use is permitted by the underlying zoning district (chapter 2);
- B. The land use, building/yard setback, lot area, lot dimension, density, lot coverage, building height and other applicable standards of the underlying zoning district and any overlay zone are met (chapter 2);
- C. All applicable building and fire code standards are met; ~~and~~
- D. Approval shall lapse, and a new application shall be required, if a building permit has not been issued within one (1) year of development review approval; and
- E. Traffic impacts from the proposed development are consistent with the traffic impacts for the subject parcel prescribed in Table 9 of the Interchange Area Management Plan or the development will mitigate for the increased traffic beyond that described in Table 9 of the IAMP. Those zone changes within the Interchange 136 IAMP area that deferred compliance with OAR 660-012-0060 must demonstrate consistency with OAR 660-012-0060.

**4.8.100 Purpose.** The purpose of this section is to provide standards and procedures for legislative and quasi-judicial amendments to the zoning district map. These will be referred to as “zoning map amendments.” Map amendments may be necessary from time to time to reflect changing community conditions, needs and desires, to correct mistakes, or to address changes in the law.

**4.8.110 Approval Procedures.**

**C. Criteria for Amendment.** The planning commission shall approve, approve with conditions or deny an application for a quasi-zoning map amendment based on all of the following criteria:

1. Demonstration of compliance with all applicable comprehensive plan policies and map designations. Where this criterion cannot be met, a comprehensive plan amendment shall be a prerequisite to approval;
2. Demonstration that the most intense uses and density that would be allowed, outright in the proposed zone, considering the sites characteristics, can be served through the orderly extension of urban facilities and services, including a demonstration of consistency with OAR 660-012-0060. The determination of consistency with OAR 660-012-0060 can be deferred to development review pursuant to 4.3.120 for those zone changes that are located within the approved interchange 136 IAMP area and do not require a comprehensive plan amendment; and . . .

35. On page 1-20, modify Section 1.4.120.A [Penalty for Enforcement] to remove the words “a misdemeanor” from the text. The term “misdemeanor” implies some sort of criminal activity and city staff didn’t feel that a violation to the land use development code should constitute a criminal action. This item was added by the Planning Commission at their January 17, 2017 meeting, and approved by the City Attorney on January 25, 2017.

**1.4.110 Violations.** *No person shall erect, construct, alter, maintain or use any building or structure or shall use, divide or transfer any land in violation of this code or any amendment thereto.*

**1.4.120          Penalty.**

**A.      *Penalty.*** A violation of this chapter is declared to be ~~a misdemeanor~~ punishable by a fine not to exceed \$1,000.00.

**B.      *Each violation a separate infraction.*** Each violation of a provision of this code shall constitute a separate infraction, and each day that a violation of this code is committed or permitted to continue shall constitute a separate infraction.

**C.      *Abatement of violation required.*** A finding of a violation of this code shall not relieve the responsible party of the duty to abate the violation. The penalties imposed by this section are in addition to and not in lieu of any remedies available to the city.

**D.      *Responsible party.*** If a provision of this code is violated by a firm or corporation, the officer or officers, or person or persons responsible for the violation shall be subject to the penalties imposed by this section.

36. On page 2-14, modify Table 2.5.110 [Industrial Permitted Uses] to change two uses from not permitted to conditionally permitted in the (M-2) Heavy Industrial zone: (1) vehicle repair, sales, rental, storage, service and fuel sales, and (2) repair services. **This item was added by City Council at the CC workshop on February 27, 2017.**



## Part II – New Mixed Use Zoning

**Purpose of Amendment:** *The following text is being added to the Sutherlin Development Code. The intent behind this mixed use district is to provide areas in which a variety of land use activities may be blended together with special locational conditions related to transportation facilities, existing uses on larger properties, reuse areas, and buffers between industrial, commercial and residential areas. Add the following language for a new land use district to be added to the code as 2.45 Mixed Use District.*

### Section 2.45 Mixed Use District

#### 2.45.100 Purpose and applicability

**A. Purpose.** The mixed use district is intended to provide areas in which a variety of land use activities may be blended together with special locational conditions related to transportation facilities, existing uses on larger properties, reuse areas, and buffers between industrial, commercial and residential areas. In mixed use districts special care is needed to ensure compatibility and to reduce adverse impacts on existing land uses. The mixed use district is designed to:

1. To create small centers and corridors of mixed use.
2. To blend residential uses in proximity with both commercial and industrial employment opportunities.
3. To buffer by less intensive use arrangements of uses that mitigate off site impacts.
4. To promote multi-modal transportation connections to surrounding downtown and residential areas.
5. To promote creativity in urban design.
6. To provide affordable housing units, commercial and industrial spaces.

**B. Applicability.** The mixed use district (MU) may be applied through a zone change to areas designated as (M-1) Light Industrial or (C-3) Community Commercial.

#### 2.45.110 Permitted uses, conditional uses and structures

**A. The following land uses are permitted in the MU designation:**

<u>USES</u>	<u>STATUS IN MU DISTRICT</u>
<u>RESIDENTIAL</u>	
<u>Single family &amp; duplex residential, not exceeding 50% of area of mixed use project</u>	<u>P</u>

<u>Group living units, multi-family residential home/facility</u>	<u>C</u>
<u>Caretaker/Watchman</u>	<u>P</u>
<u>COMMERCIAL</u>	
<u>Retail Sales &amp; Service</u>	<u>P</u>
<u>Offices &amp; Office Space</u>	<u>P</u>
<u>Drive through Facilities</u>	<u>C</u>
<u>Vehicle Repair</u>	<u>P</u>
<u>Recreational Uses</u>	<u>P</u>
<u>Entertainment Buildings</u>	<u>C</u>
<u>INDUSTRIAL</u>	
<u>Manufacturing &amp; Production</u>	<u>P</u>
<u>Wholesale Businesses</u>	<u>P</u>
<u>Industrial Services</u>	<u>P</u>
<u>Research &amp; Laboratories</u>	<u>P</u>
<u>Government Facilities</u>	<u>P</u>
<u>Public &amp; Private Utilities</u>	<u>P</u>
<u>Communication Facilities</u>	<u>P</u>
<u>ACCESSORY</u>	
<u>Accessory Uses &amp; Structures</u>	<u>P</u>
<u>Key:</u>	

P = Permitted  
S = Permitted with special standards or limitations  
C = Conditional use permit required  
N = Not permitted

- B. Similar Uses. Similar uses in the MU zone shall be a Type I procedure as outlined in Code 4.2.120 and determined by the Planning Director.

2.45.120 Development Standards. All development in the MU District shall be subject to standards applicable found in the related districts for the individual use listed in the MU District. These standards include:

1. Residential 2.2.120
2. Commercial 2.3.130
3. Industrial 2.5.120

## Part III – Amendments to Section 3.7 [Sign Code]

**Purpose of Amendment:** *Based upon feedback from the public and City Council, consider amendments to Section 3.7 of the Sutherlin Development Code (SDC) to update the sign code standards adopted in October 2008 as part of City Ordinance No. 991, to address suggestions such as modifying the definition of a sign and abandoned signs. State law limits jurisdictions from regulating content.*

Pages 3-50 – 3-62, Sutherlin Development Code

### SECTION 3.7 SIGNS

#### 3.7.110 Sign Definitions.

~~“Sign” means any message, identification, description, illustration, symbol, device or sculptured matter, including forms shaped to resemble any human, animal or product, which is affixed directly or indirectly upon a building, vehicle, structure, or land. This definition is not to include architectural facades, or lighting features.~~ **Any letter, figure, character, marquee, pictorial, picture, logo, trademark, reading matter, or illuminated service which is constructed, placed, attached, painted, erected, fastened, or manufactured in any manner so that it shall be used for the attraction of the public to any place, subject, person, firm, corporation, performance, article, machine, merchandise which is displayed in any manner outdoors. Every sign shall be classified and conform to the requirements of that classification of this code.**

~~“Sign, abandoned” means a sign which pertains to a time, event, or purpose which no longer applies.~~ **Those signs and/or structures not used in conjunction with a business, event, or purpose for more than 90 days.**

#### 3.7.160 Issuance of Permits.

- A. City personnel shall examine applications for permits. If it appears from the application, drawings, and specifications therewith that the requested sign(s) and all existing signs on the premises conform with all the provisions of this chapter, a permit shall be issued. ~~But, if city personnel find that any requested or existing sign(s) violates this chapter or any other chapter of the city code or ordinance related thereto, a permit shall not be issued until necessary corrections are made.~~ **If signs met previous zoning standards they will be grandfathered as a pre-existing permitted use and can continue to have that sign even through it is not in compliance with the new code.**
- B. No additional permits shall be issued for signs on businesses or uses with signs not already in compliance with this section, including overdue sign regulation fees or unpaid inspection charges.
- C. All signs, except for signs painted directly upon a building, are also subject to building department requirements.

**3.7.180 Abandoned Signs.** Any abandoned sign and supporting structure shall be removed by the owner of the sign or owner of the premises within six (6) months following the date of abandonment; except that any owner of an abandoned sign which is otherwise in conformance with this chapter may apply to the city for an extension of the removal date (Type I review). If the city determines that the continued maintenance of the sign is consistent with the purpose of chapter 3.7 of this code, an extension of up to one (1) year may be granted.

- A. Once a sign has been identified as being abandoned (see definitions), the City can, at its discretion, allow the Sutherlin Chamber of Commerce to utilize the said abandoned sign for civic enhancement, with the permission of the property owner(s).



## City of Sutherlin

STAFF REPORT					
<b>Re: AFSCME Contract Renewal July 1, 2017-June 30, 2020</b>				Meeting Date:	<b>Apr 10, 17</b>
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Debbie Hamilton, City Recorder/HR Mgr</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments: New Three-year Collective Bargaining Agreement (CBA) with AFSCME</b>					

### WHAT IS BEING ASKED OF COUNCIL?

Review and approve a newly negotiated contract agreement with AFSCME for the term of July 1, 2017 – June 30, 2020.

### EXPLANATION

AFSCME Bargaining representatives and the City negotiation team met on several occasions to negotiate a new three-year contract, which expires on June 30, 2017. Negotiated changes to the previous agreement are shown in red mark-up form to show what was agreed upon by both parties. Some minor typos or grammatical changes were also made. The City feels that the changes, as noted, were within reason and only made a few minor changes that were made on behalf of the City. At the end of the day, we were very pleased with the groups' workable intent, their reasonable requests and the practical resolution that was made on behalf of both parties in these negotiations.

### OPTIONS

After review of the contract our intent is for Council to approve as is or,

Amend as directed.

### SUGGESTED MOTION(S)

Option 1: Motion to approve the AFSCME contract as presented; or,

Option 2: At your discretion.



**THE CITY OF SUTHERLIN**

**AND**

**THE CITY OF SUTHERLIN EMPLOYEES  
LOCAL 1481, AFSCME COUNCIL 75**

**American Federation of State,  
County and Municipal Employees  
AFL CIO**

July 1, 20~~17~~<sup>14</sup> – June 30, 20~~17~~<sup>14</sup>

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION .....	2
ARTICLE 2 - GENERAL PROVISIONS.....	3
Section 1: Notice Period.....	3
Section 2: Non-Discrimination.....	3
ARTICLE 3 - MANAGEMENT RIGHTS .....	4
Section 1: Management Rights.....	4
Section 2: Uniform Application.....	4
Section 3: Exercise of Rights.....	4
ARTICLE 4 - UNION RIGHTS.....	5
Section 1: Fair Share/Dues and Payroll Deductions.....	5
Section 2: Union Activity.....	5
Section 3: Union Representatives.....	5
Section 4: Bulletin Boards.....	6
Section 5: Negotiations.....	6
Section 6: Bargaining Unit Work.....	6
Section 7: Notice of New Work Rule.....	6
Section 8: Non Discrimination.....	6
Section 9: Orientation of Union Employees.....	7
ARTICLE 5 - GRIEVANCE PROCEDURE .....	8
Section 1: Definition.....	8
Section 2: Time Lines.....	8
Section 3: Arbitration.....	9
ARTICLE 6 - DISCIPLINE AND DISCHARGE.....	10
Section 1: Discipline.....	10
Section 2: Suspension or Discharge.....	10
Section 3: Interviews .....	10
ARTICLE 7 - PERSONNEL FILE.....	11
Section 1: Review.....	11
Section 2: Response.....	11
Section 3: Removal.....	11
Section 4: Signature Required.....	11
Section 5: Notification.....	11
ARTICLE 8 - POSTING AND FILLING OF VACANCIES .....	12
Section 1: Posting of Vacancies.....	12
Section 2: Lateral Transfers.....	12
Section 3: Reclassification.....	12
Section 4: Intent.....	12
ARTICLE 9 - HOURS OF WORK .....	13
Section 1: Work Week / Work Day.....	13
Section 2: Regular Hours.....	13
Section 3: Rest Periods.....	13



Section 4: Meal Periods .....	13
Section 5: Alternate Work Schedules.....	13
ARTICLE 10 - CALL BACK / ON CALL .....	15
Section 1: Call Back.....	15
Section 2: On Call Time.....	15
ARTICLE 11 - OVERTIME/COMPENSATORY TIME.....	16
Section 1: Overtime Rate for FLSA Non-Exempt Employees.....	16
Section 2: Distribution of Overtime for FLSA Non-Exempt Employees.....	16
Section 3: Compensatory Time for FLSA Non-Exempt Employees. ....	16
ARTICLE 12 - SENIORITY AND PROBATION PERIOD .....	17
Section 1: Seniority.....	17
Section 2: Initial Probationary Period.....	17
Section 3: Promotional and Lateral Probationary Period.....	17
ARTICLE 13 - LAYOFF AND RECALL .....	18
Section 1: Definition.....	18
Section 2: Notice. ....	18
Section 3: Temporary/Probationary Employees.....	18
Section 4: Bumping.....	18
Section 5: Voluntary Layoff.....	18
Section 6: Recall.....	18
ARTICLE 14 - ACTING IN CAPACITY .....	19
Section 1: Rate of Pay.....	19
Section 2: Range of Duties. ....	19
ARTICLE 15 - PROTECTIVE CLOTHING & EQUIPMENT .....	20
Section 1: Clothing. ....	20
Section 2: Equipment.....	20
ARTICLE 16 - VACATION .....	21
Section 1: Description.....	21
Section 2: Vacation Accrual.....	21
Section 3: Trial Service Employees.....	21
Section 4: Maximum Carryover.....	21
Section 5: Procedure for Use of Vacation. ....	22
Section 6: Cash Out.....	22
ARTICLE 17 - SICK LEAVE .....	23
Section 1: Sick Leave Accrual.....	23
Section 2: Applicability.....	23
Section 3: On-the-Job Injury.....	23
Section 4: Sick Leave Donations.....	24
Section 5: Retirement .....	24
ARTICLE 18 - HOLIDAYS .....	25
Section 1: Observed Holidays.....	25
Section 2: Weekend Holidays.....	25
Section 3: Personal Holiday.....	25
Section 4: Holiday Worked.....	25

ARTICLE 19 - SPECIAL AND EMERGENCY LEAVE .....	26
Section 1: Jury Duty.....	26
Section 2: Parental/Family Medical Leave.....	26
Section 3: Bereavement Leave .....	26
ARTICLE 20 - LEAVE WITHOUT PAY .....	28
Section 1: Length of Leave.....	28
Section 2: Authorization. ....	28
Section 3: Return to Work.....	28
Section 4: Benefits.....	28
Section 5: Re-Employment. ....	28
Section 6: Certificates. ....	29
Section 7: Union Leave.....	29
ARTICLE 21 - RETIREMENT .....	30
Section 1: Retirement Contributions.....	30
ARTICLE 22 - MILITARY LEAVE .....	31
Section 1: Entitlement.....	31
Section 2: Active Duty. ....	31
ARTICLE 23 - WAGES .....	32
Section 1: Mileage. ....	32
Section 2: Commercial Drivers License and Certifications.....	32
Section 3: Salaries. ....	32
Section 4: Salary Steps. ....	32
ARTICLE 24 - INSURANCE.....	34
Section 1: Health Insurance.....	34
Section 2: Life Insurance.....	35
Section 3: 457 Deferred Compensation Plan.....	35
ARTICLE 25 - SAFETY .....	36
ARTICLE 26 - NO STRIKE / NO LOCKOUT .....	37
ARTICLE 27 - SAVINGS CLAUSE.....	38
Section 1: Unlawful Contents.....	38
ARTICLE 28 - TERM OF AGREEMENT.....	39
Section 1: Effective Date.....	39
Section 2: Amendments.....	39
SCHEDULE "A" – AFSCME REPRESENTED POSITIONS.....	40
SCHEDULE "B" – HSA FUNDING SCHEDULE .....	41

## **PREAMBLE**

This Agreement is entered into between the City of Sutherlin, Oregon, hereinafter referred to as the "City" and the City of Sutherlin Employees Local 1481, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

## **ARTICLE 1 - RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all regular full and part-time employees excluding; supervisory and confidential employees as defined by the Public Employee Collective Bargaining Act and Sworn officers in the police department bargaining unit.

## **ARTICLE 2 - GENERAL PROVISIONS**

### **Section 1: Notice Period.**

In all cases herein where a notice period is referred to in terms of working days, that period shall be construed as City business days; Monday through Friday, excluding City recognized holidays. It shall not refer to an individual employee's working days.

### **Section 2: Non-Discrimination.**

The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, disability, marital status, political affiliation, union affiliation, or national origin in the enforcement and execution of this agreement. Disputes concerning this section are not grievable to arbitration, but rather are subject to appropriate state and/or federal adjudicatory jurisdiction.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **Section 1: Management Rights.**

The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to, the right to direct the activities of the departments; the right to determine the levels of service and methods of operation, including subcontracting and the introducing of new equipment; the right to hire, layoff, transfer, and promote; the right to discipline or discharge for just cause; the right to determine work schedules and assign work; and any other traditional management rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

### **Section 2: Uniform Application.**

Any rule, regulation, policy or procedure issued under the Management Rights clause shall be uniformly and equitably applied and enforced to all affected employees who are similarly situated.

### **Section 3: Exercise of Rights.**

The City shall not exercise its rights set forth above for the purpose of avoiding the terms of this Agreement.



## **ARTICLE 4 - UNION RIGHTS**

### **Section 1: Fair Share/Dues and Payroll Deductions.**

The City and the Union agree to the following "Fair Share" provisions:

- A. The amount of "fair share in lieu of dues" to be paid by non-members of the Union shall be equivalent to the amount uniformly required of each member of the Union.
- B. The City will deduct Union dues from the wages of such employees. The amount deducted shall be remitted with an itemized statement to the Union monthly, no later than ten (10) days after the payday on which the employee deductions are made.
- C. The rights and responsibilities of employees in regard to dues check off and fair share, as provided in ORS 292.055, shall apply to all employees covered by this Agreement.
- D. The City will not be held liable for check off errors but will make proper adjustments for errors as soon as it is practicable.
- E. Any individual employee objecting to payment of "fair share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will inform the City and the Union of the objection. The employee will meet with representatives of the Union to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.
- F. The Employer agrees to deduct on a monthly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's Public Employees organized to Promote Legislative Equality Voluntary Contribution also referred to as PEOPLE Fund.
- G. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions of this Article.

### **Section 2: Union Activity.**

Except as otherwise herein expressly permitted or agreed to by the City, Union business except for administering this agreement, shall be transacted outside of normal working hours. An exception to this provision may be granted if the Union President makes a request to the City Manager.

### **Section 3: Union Representatives.**

Employees selected by the Union to act as Union Officers and Stewards shall be known as "Union Representatives". The names of employees selected as "Union Representatives" and the names of other AFSCME representatives who may represent

employees shall be certified in writing to the City by the Union. Union to notify City when any change in AFSCME representatives.

The City agrees that "Union Representatives" of AFSCME shall have access to bargaining unit members and management representatives during working hours for the purpose of administering this agreement, provided that such access does not interfere with the normal operations of the City, without loss of pay.

#### **Section 4: Bulletin Boards.**

The Union shall be allowed a bulletin board for union use, in a designated location in each of the following facilities: City Hall, Public Works Shop, and Wastewater Treatment Plant, or any other mutually agreeable location. The Union shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins posted there as Union materials.

#### **Section 5: Negotiations.**

The City agrees to pay up to three (3) bargaining unit members designated by the Union President their regular pay for periods of contract negotiating which occur during the normal working day. No regular pay or overtime pay shall apply to periods of negotiations occurring outside the normal working day or outside the employee's workday.

#### **Section 6: Bargaining Unit Work.**

City employees outside the bargaining unit shall not on a regular basis perform work regularly performed by employees in the bargaining unit which would result in the continuous loss of overtime, standby time or result in the layoff of bargaining unit members. It is understood that non-bargaining unit City employees may perform bargaining unit work from time to time but not on a continuous basis. Nothing in this section is intended to truncate either ~~parties'~~party's rights under PECBA.

#### **Section 7: Notice of New Work Rule.**

Nothing in this agreement is intended to nullify existing wage or other economic benefits to employees under current policies, practices, and work rules, unless specifically included in this agreement. To the extent that any proposed changes in policies, practices, work rules, or working conditions, not covered by this agreement consist of or affect mandatory subjects of bargaining, the City agrees to bargain the negotiable aspects of the changes. The City agrees to give written notice of the proposed changes. Should the Union not respond with a demand to bargain within ten (10) working days after receipt, the City may implement the proposed changes.

#### **Section 8: Non Discrimination.**

Employees shall have the right to form join and participate in the activities of employees organizations of their own choosing, for the purpose of representation 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 City or by any employee organization because of his/her exercise of these rights.

Section 9: Orientation of UNION Employees

The CITY agrees to notify the UNION monthly of all new employees hired into bargaining unit positions and to provide reasonable time for the UNION representatives to meet with the new employees.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **Section 1: Definition.**

- a. A grievance is defined as a dispute regarding the meaning or interpretation of this Agreement.
- b. "Day" shall be defined as a working day as provided in Article 2, Section 1.
- c. The City will give prompt consideration to an employee grievance relating to employment conditions and relationships. Every attempt should be made by the City, employee, and/or the Union to resolve the problem at the lowest level of decision-making. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

#### **Step 1.**

The employee shall discuss the grievance on an informal basis with his/her supervisor within ten (10) days from the date the employee knows or should have known of the alleged violation. The employee may have a Union representative assist him in presenting the grievance to his/her supervisor. The employee or the Union may then submit his/her grievance in writing to the department head within five (5) days. The written grievance shall include the following:

- 1) a statement of the grievance and relevant facts;
- 2) the specific contract provisions claimed to have been violated; and,
- 3) the remedy.

The department head shall respond in writing within ten (10) from the receipt of the written grievance.

#### **Step 2.**

If the grievance remains unresolved after Step 1, the employee or a Union representative within five (5) days of receiving the written answer in Step 1, may submit the grievance in writing to the City Manager. Within ten (10), the City Manager, or his/her designee shall call a meeting of the parties to discuss the grievance. The City Manager shall give a written answer within ten (10) days from the date of the meeting.

#### **Step 3.**

If the grievance remains unresolved after Step 2, the Union may within five (5) days of receiving the written answer in Step 2, submit a written notice to the City Manager stating their desire to invoke the arbitration procedures set forth in Section 3.

### **Section 2: Time Lines.**

The rules governing the grievance procedure shall be as follows:

- a. Any time limits specified in the grievance procedure may be waived by mutual consent of both parties. Failure by the grievant to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.
- b. Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

### **Section 3: Arbitration.**

#### **Procedure:**

- a. After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of five (5) Oregon arbitrators shall be requested from the Employment Relations Board of the State of Oregon. Each party shall alternately strike one name from the list received. A coin toss shall determine the choice of striking first or second. The final name remaining shall be the sole arbitrator.
- b. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures. The arbitrator shall have no authority to add to or delete from the terms of this Agreement.
- c. The cost of the arbitrator shall be borne equally by the parties and each party shall bear the cost of presenting its own case.
- d. The arbitrator's decision shall be final and binding and in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

### **Section 1: Discipline.**

- a. Disciplinary action, with notice and in writing, shall include only the following: written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon employees other than initial probationary employees, only for just cause. Initial probationary employees are subject to Article 12, Section 2.
- c. Disciplinary action shall normally be progressive. However, the City reserves the right to impose more severe discipline when deemed appropriate under the circumstances, due to the severity of the conduct involved.
- d. If the City has reason to discipline an employee, a reasonable effort shall be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.
- e. Disciplinary action greater than oral reprimand imposed upon an employee may be grieved through the regular grievance procedure.

### **Section 2: Suspension or Discharge.**

- a. In the event the City determines that there is potential cause for discharge, suspension without pay, or demotion, a written pre-disciplinary notice shall be provided to the employee and the Union. The notice shall include the complaint(s), facts, and charges being relied upon for the determination and a statement of the potential discipline and the right to Union representation. The employee shall be afforded the opportunity to meet or respond in writing to the City within five (5) working days of receipt of the notice in order to refute the charges, facts, and complaints and to present mitigating circumstances.
- b. The employee or the Union shall have the right to take up the suspension without pay and/or discharge as a grievance under the grievance procedure at the Step 2 level and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary. It is understood that only the Union may process a grievance to arbitration.

### **Section 3: Interviews**

When an employee is interviewed regarding a matter for which the employee believes they could reasonably receive discipline, the City, or their representative shall notify the Employee of his/her rights under Weingarten and Garrity, whichever is applicable.



## **ARTICLE 7 - PERSONNEL FILE**

### **Section 1: Review.**

The City, upon notice shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided upon request at no cost to the employee. The official personnel file shall be maintained by the Human Resource Manager or, in the event of vacancy, City Manager at City Hall.

### **Section 2: Response.**

The employee may respond in writing to any item placed in his personnel file. Such written response will become a part of the file.

### **Section 3: Removal.**

- a. Written reprimands shall be deemed to be stale three (3) years after the issuance of the reprimand in the employee's file. Stale written reprimands shall be removed upon written request of the employee.
- b. Suspensions without pay shall be deemed to be stale three years after issuance of the notice of suspension and may not be used for purposes of subsequent discipline, unless the employee receives additional discipline for like offenses at a later date.

### **Section 4: Signature Required.**

Employees shall have the opportunity to review and sign any personnel document that reflects negatively on the employee prior to such document being entered into the employee's personnel file. It is understood that an employee's signature confirms only that the employee has reviewed the document (and received a copy if requested) and does not indicate agreement or disagreement. If an employee disagrees with any statement of fact contained in their personnel file they may so indicate by attaching a written statement of reasonable length to said document at the time of review.

### **Section 5: Notification.**

In the event anyone other than the City Manager, HR Manager, City Attorney or Department Head request to review an employee's personnel file, the employee shall be notified of the purpose of the request before the review takes place. Immediate supervisors wanting to review their employee's personnel file must make a request to the HR Manager. The HR Manager will make a final determination if the employee needs to be notified before a review of the Employees file takes place. To the extent possible personnel files will be reviewed within the Human Resource Manager's office. Disputes concerning access to personnel file materials shall be referred to the City attorney for recommendation.

## **ARTICLE 8 - POSTING AND FILLING OF VACANCIES**

### **Section 1: Posting of Vacancies.**

The City will post job announcements internally on bulletin boards designated for employee information, for not less than five (5) days, for which current employees may apply. After five (5) days, the job announcements may be posted publicly.

If the current employee's qualifications for the vacant position meet or exceed the City's requirements as stated in the job announcement as determined by the Department Head, the employee shall be granted an interview for the vacant position. Seniority will be one of the criteria used in making the selection.

An exception to this section is when there is a voluntary or involuntary demotion of an employee.

### **Section 2: Lateral Transfers.**

Vacancies may be filled by the lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

### **Section 3: Reclassification.**

Positions which are reclassified into higher classifications shall be given to the incumbent employee in the position which is to be reclassified.

### **Section 4: Intent.**

Nothing in this article is intended to circumvent the layoff and recall process in this agreement as outlined in Article 13.

## **ARTICLE 9 - HOURS OF WORK**

### **Section 1: Work Week / Work Day.**

The workweek shall be determined by the City based on the needs of the City and services to the public. The workweek shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday. The regular workweek shall normally be five consecutive eight-hour days. The City may, based on operational need, establish alternative workweeks.

The regular workday consists of eight (8) consecutive work hours plus any unpaid meal period within any twenty-four (24) hour period. The City may, based on operational need, establish a regular workday of ten (10) consecutive work hours plus any unpaid meal period within any twenty four (24) hour period.

### **Section 2: Regular Hours.**

All shifts shall have an established starting and quitting time and the Department Head shall determine that schedule. The City shall notify the employee of any proposed change in regular scheduled starting and quitting time at least ten (10) workdays prior to the effective date of change. An employee may voluntarily agree to waive this ten (10) day notice requirement.

### **Section 3: Rest Periods.**

A paid rest period of fifteen (15) minutes shall be permitted all employees during each half (1/2) shift, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties. The rest period shall be permitted as nearly as possible to the midpoint of each half shift.

Employees who for any reason are scheduled to work more than two (2) hours beyond their regular shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. Such employees shall receive a fifteen (15) minute rest period every two (2) hours thereafter, and a paid lunch period if the scheduled work period is longer than four (4) hours.

### **Section 4: Meal Periods.**

Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift, which shall not be considered on duty working time. The length and scheduling of such meal times shall be at the Department Head's discretion. The meal period shall be scheduled as nearly as possible to the midpoint of the employee's shift.

### **Section 5: Alternate Work Schedules.**

- a. In the event the City initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, per section 2 of this article the City shall include with the notice an explanation of any changes in overtime calculations. It is agreed that in no event shall an employee be required

to work more than forty (40) straight time hours in the workweek. This provision does not prevent the City during periods of emergency from requiring employees from working overtime or outside of regularly scheduled work hours.

- b. An employee may submit a written request to his/her supervisor for a permanent change in work hours and/or workdays of his/her work schedule. Such requests may provide a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day or other schedules provided, however, no schedule shall be allowed which in any way conflicts with the Fair Labor Standards Act.
- c. When an employee works a four (4), ten (10) hour day work schedule pursuant to Section (A) above, or an alternate work schedule pursuant to Section (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.
- d. Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and his/her decision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 10 - CALL BACK / ON CALL T/A 1/26/17**

### **Section 1: Call Back**

An employee called back to work outside a scheduled shift shall be paid for a minimum of two hours overtime. For the purposes of this policy, the call back must have occurred at least one-half hour before or after the end of the employee's regularly scheduled shift or the overtime shall be deemed an extension of the work day. Call back does not apply when an employee is held over at the end of the employee's shift. This policy applies to emergency situations or events that were not scheduled prior to the end of the employee's preceding shift.

### **Section 2: On Call Time**

From time to time, emergencies arise in Public Works or other departments. The City needs to be able to respond to such emergencies for the safety and protection of its systems and the citizens of the City. Therefore, the City will require Public Works and other designated departments to have someone "on call" during non-working hours. The employee (or employees) assigned to be "on call" will be determined by the ~~Department Head~~ Superintendent, Supervisor or ~~their designee~~ their designee.

The assigned employee shall carry and respond to a cell phone or pager while on call. The City requires an employee who is assigned to be on call to be able to respond by telephone within 15 minutes of a call and to be on site within 30 minutes of receiving the call. Consumption of alcoholic beverages is forbidden while on call.

An employee who is assigned to be on call will receive compensation at a flat rate of ~~\$20 for each on-call day.~~ \$25 for each 8 hour shift covered. For regularly scheduled days of work this amount would be \$50 and \$75 for each weekend day. -An employee who is called into work while on call will be paid for hours actually worked at the employee's appropriate rate of pay. Such pay will be in addition to any on call pay.

## **ARTICLE 11 - OVERTIME/COMPENSATORY TIME**

### **Section 1: Overtime Rate for FLSA Non-Exempt Employees.**

For eligible non-exempt employees overtime shall be compensated at the rate of time and one-half (1.5) for the time worked at the direction of the City in excess of the regularly scheduled eight (8) or (10) hour work day or when hours worked exceed forty (40) hours in a work week.

Hours worked shall include paid holidays, vacation, and compensatory hours which are authorized and scheduled in advance in accordance with Departmental business needs. Sick leave hours will not count as hours worked in overtime calculation.

### **Section 2: Distribution of Overtime for FLSA Non-Exempt Employees.**

Insofar as practicable, opportunities to work overtime shall be distributed as equally as possible among the FLSA non-exempt employees in each work area consistent with operational and budgetary needs of the department as determined by the supervisor.

### **Section 3: Compensatory Time for FLSA Non-Exempt Employees.**

Compensatory time off instead of cash compensation may be granted by employee's supervisor at the request of the employee; at the same rate they would otherwise receive overtime compensation. That is, for eligible employees, compensatory time is earned at the rate of one and one-half (1 ½) hours for each overtime hour worked.

FLSA non-exempt employees may accumulate up to a maximum of ~~fifty forty~~ (50 40) hours of compensatory time. Employees with a balance of ~~fifty forty~~ (50 40) hours of compensatory time will be automatically paid in cash for any and all overtime earned in excess of ~~fifty forty~~ (50 40) hours. ~~until such time that their compensatory time balance falls to or below forty (40) hours.~~

Compensatory time off will be scheduled by mutual agreement between the FLSA non-exempt employee and the supervisor, consistent with the needs of the City.



## **ARTICLE 12 - SENIORITY AND PROBATION PERIOD**

### **Section 1: Seniority.**

Seniority shall be defined as the total length of continuous service from the last date of hire with the City. Continuous service shall be service unbroken by separation from City service, except time spent on military leave, approved Union leave, or leave without pay.

The City shall provide to the Union a copy of the seniority list upon request.

### **Section 2: Initial Probationary Period.**

All new appointments shall be subject to an initial probationary period. Initial probationary periods shall be (12) consecutive months of service.

Upon satisfactory completion of the initial probationary period, the employee shall be considered, as having satisfactorily demonstrated qualifications for the position, shall gain regular employee status and advance to the next step of the range in the classification.

During the initial probationary period, for an original appointment, an employee may be terminated at any time without access to the grievance procedure.

### **Section 3: Promotional and Lateral Probationary Period.**

Employees who are promoted or assigned to a lateral position shall serve a six (6) month probationary period. An employee serving a promotional or lateral transfer appointment shall be eligible for reinstatement to the same or equal position and rate of pay previously held if he/she is deemed by the City to be unsatisfactory in the new position. Such probationary or promotional removal shall not be subject to the grievance procedure.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **Section 1: Definition.**

A layoff is defined as an involuntary separation from the City or involuntary reduction of regularly scheduled hours of work for reasons that do not reflect discredit upon the employee's performance. If a layoff is implemented, layoffs shall be made within each position or classification on the basis of seniority. The least senior employee in a job classification shall be laid off first.

### **Section 2: Notice.**

When practical at least one month of advance notice will be provided to employees and the Union, when the City intends to layoff. The City agrees to meet with the Union upon request to discuss possible alternatives.

### **Section 3: Temporary/Probationary Employees.**

No regular employee shall be laid off while temporary employees are retained by the City doing work in the classifications of the employees proposed to be laid off.

Initial trial service employees within the department and classification in which a lay off is to occur shall be laid off before any regular employees are laid off.

### **Section 4: Bumping.**

Employees to be laid off shall be entitled to replace less senior employees in any equal or lower classification in the City provided they are qualified to perform the work.

### **Section 5: Voluntary Layoff.**

Employees in a department effected by layoff may volunteer to be laid off with concurrence of the Department Head.

### **Section 6: Recall.**

An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority. Employees recalled within twelve (12) months of their date of layoff shall be recalled in inverse order of layoff. No new employees shall be hired for work until laid off employees who are qualified for the position have been offered an opportunity to return to work, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment and report as directed. The employee shall have two (2) weeks to report if employed elsewhere. If the employee does not accept the recall or report to work within the times specified, the employee will lose all recall rights and other seniority.

## **ARTICLE 14 - ACTING IN CAPACITY**

### **Section 1: Rate of Pay.**

When employees are assigned acting in capacity by the Department head in writing to work in a classification with a higher rate of pay, for one (1) week or more, the employee shall receive the higher rate of pay for the time worked in that classification. The employee shall receive the first step in the higher classification that would be greater than his current rate of pay but not less than five (5%) percent.

If the City is aware of a long term Acting in Capacity assignment, the Department Head will meet with the impacted employee(s) and craft a memorandum of understanding as to the agreement that does not conflict with the terms of this article.

### **Section 2: Range of Duties.**

In order to receive Acting in Capacity pay, the employee must be assigned the full range of duties and have full authority and responsibilities of the position he/she is filling, except discipline for union members. For the purposes of this provision an employee who is assigned more than 50% of the duties is considered to be working the "full range of duties" with "full authority and responsibilities".

## **ARTICLE 15 - PROTECTIVE CLOTHING & EQUIPMENT**

### **Section 1: Clothing.**

The City agrees to provide protective clothing in compliance with OR-OSHA standards and other necessary clothing or equipment as required by the City.

### **Section 2: Equipment.**

The City shall provide other equipment as required by OR-OSHA.

## **ARTICLE 16 - VACATION**

### **Section 1: Description.**

The City shall provide vacation leave for regular full and part time employees working a minimum of 24 hours/week.

### **Section 2: Vacation Accrual.**

Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Employees shall accrue vacation each month at the following rates:

1st – 3rd year of employment	6.67 hrs monthly / 80 hours per year
4th – 7 <sup>th</sup> year of employment	10.00 hrs monthly / 120 hours per year
8th – 12th year of employment	13.34 hrs monthly / 160 hours per year
13th year and after	16.67 hrs monthly / 200 hours per year

Vacation accrual for part-time employees will be calculated based upon the budgeted full time equivalency (FTE) for the position as follows and also based on the years of service:

FTE	Prorated Benefit
.6 – .79	75%
.8 – 1.0	100%

The City shall report a current and accurate balance of accrued vacation leave on each employee's monthly payroll check stub.

### **Section 3: Trial Service Employees.**

Vacation shall be accrued and credited but shall not be used until the employee completes the first six (6) months of continuous service during the initial twelve (12) month trial service period, unless approved by the supervisor in unusual situations.

### **Section 4: Maximum Carryover.**

Employees may carryover a maximum of two times their annual accrual rate of vacation leave. The first day of work in the current service period shall be deemed the anniversary date for maximum vacation balance calculations.

Vacation hours over the maximum will be forfeited; however, denial by the City of an employee's timely request to use accrued vacation will not result in forfeiture of such leave.

### **Section 5: Procedure for Use of Vacation.**

To schedule vacation time off other than for illness or injury, an employee must submit a request to the immediate supervisor in advance. A vacation request of more than five (5) days, except in emergency situations, should be made at least two (2) weeks in advance. The immediate supervisor shall respond with the approval or denial within one (1) week of receipt of the request. Any request that has not been responded to in 1 week will be deemed to have been approved. All requests must be made in writing to be considered. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld. Once approved, except in emergency situations, the City shall not cancel vacations. The employee will be reimbursed for any reasonable expense as a result of the City canceling an approved vacation request due to an emergency.

### **Section 6: Cash Out.**

An employee who terminates employment with the City prior to completion of their first six (6) consecutive months of employment shall not be entitled to payment for accrued vacation leave hours. Those employees, who have completed six (6) consecutive months of employment and separate from city employment, shall be entitled to payment for any unused accrued vacation leave hours. The last day an employee works shall be his/her date of termination. An employee shall not be allowed to extend his/her termination date by utilizing accrued leave hours. An employee shall not receive payment for more than the maximum accumulation allowed. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due is paid.

## **ARTICLE 17 - SICK LEAVE**

### **Section 1: Sick Leave Accrual.**

Full time employees shall accrue eight (8) hours of sick leave per month. Part time employees shall accrue sick leave at a prorated rate of full time employees. The prorating will be based on the number of hours each part-time employee is scheduled to work. Unused sick leave may accrue up to 2000 hours for eligible full-time employees and up to 1500 hours part-time career employees working an average of half-time or more, but less than full-time.

### **Section 2: Applicability.**

Sick leave benefits may be used for absences due to medical and dental appointments, personal injury, illness or temporary disability, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with applicable Federal and State Family and Medical Leave Acts

Immediate family in this section shall be defined as the employee's spouse or domestic partner, children, or stepchildren, father, mother or any other relative living in the employee's household or anyone else covered by the applicable provisions of FMLA or OFLA.

For use of sick leave, the employee must notify the immediate supervisor as soon as reasonably possible, normally, at least one (1) hour prior to the beginning of his or her work shift. If the need for sick leave extends beyond the original time off notice, the employee must keep the supervisor informed. In any event, absences of five days or more may require a physician's statement as determined by the supervisor or the HR Department.

### **Section 3: On-the-Job Injury.**

All employees are covered for illnesses or injuries on the job under the state Workers' Compensation law. When an employee must take time off for reason of an occupational disability, illness, or injury, the employee shall receive Workers' Compensation in accordance with state law. When an employee suffers a compensable on-the-job injury, the employee is eligible to receive, for a period of twelve (12) months (365 calendar days), an injury leave supplement equal to the difference between the workers compensation program payments and the employee's regular net pay. The source of these payments is the sick leave accruals of an employee. If an employee does not have sufficient sick leave accrued, the City is not obligated to pay the difference between the workers compensation program payments and employees regular net pay. No employee shall suffer a loss in benefits under this agreement when injured on the job. The sick leave donation program does not apply to on the job injuries.



**Section 4: Sick Leave Donations.**

In the event an employee is out of all accumulated leaves due to illness or injury, he/she may receive transfers of donated sick leave from their co-workers in accordance with the City's Sick Leave Donation Policy.

**Section 5: Retirement**

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

## **ARTICLE 18 - HOLIDAYS**

### **Section 1: Observed Holidays.**

All employees shall be entitled to the following holidays from work with pay based on the employee's regular work schedule:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25th

### **Section 2: Weekend Holidays.**

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

### **Section 3: Personal Holiday.**

Employees shall be credited, on July 01st of each year, with one (1) personal day (8 hours) to be taken with pay upon approval of the supervisor. Employees will be allowed to accrue a maximum of two Personal Holidays (16 hours) per fiscal year. If employee has 16 hours accrued, they must schedule time off prior to July 1st when hours for the next fiscal year are scheduled to be added into their leave bank.

### **Section 4: Holiday Worked.**

Any employee who is scheduled to work on a holiday shall be provided an agreed upon alternate day off in lieu of the scheduled holiday, or, at the discretion of the Department Head, be paid 1-1/2 times their regular rate of pay, in addition to their holiday pay. Any employee called in to work a holiday or who is required to work more than eight (8) hours will be paid in accordance with Article 10 – Call Back/On-Call.

## **ARTICLE 19 - SPECIAL AND EMERGENCY LEAVE**

### **Section 1: Jury Duty.**

Employees who are called to serve on a jury, or served with a subpoena as a witness in any court proceeding, shall be allowed time off from work without loss of pay or accrued benefits. Any fees received, except mileage reimbursement, shall be end6rsed over to the City, provided, however, that any such fees received for such duty occurring on days that are not regular work days for the employees shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their workday. This provision does not apply to any absence when the employee is a plaintiff or a defendant in litigation, which did not arise in the course of the employee's employment and does not relate to the performance of the employee's official duties.

### **Section 2: Parental/Family Medical Leave.**

Eligible employees shall be entitled to parental, family and medical leave in accordance with the City's policy subject to the requirements of the Oregon Family Leave Act (OFLA) and the Federal Family and Medical Leave Act (FMLA), as applicable.

### **Section 3: Bereavement Leave**

#### **1. Definitions**

Immediate Family Member: The employee's spouse or domestic partner, children, parents, (natural, adoptive, step or foster) or anyone living in the employee's immediate household, or any of the above relations to employee's spouse or domestic partner.

Other Eligible Family Members: The employee's siblings', grandparents, grandchildren, (natural, adoptive, step or foster) brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, or nephew (natural, step, adoptive or foster), or any of the above relations to employee's spouse or domestic partner.

Domestic Partner and/or Civil Unions: A domestic partner or a person living in a committed co-habitation relationship where both parties share responsibilities for finances and other major decisions.

#### **2. Granted Leave**

Employees will be granted (5) days bereavement leave with pay in the event of the death of an employee's immediate family member. For other eligible family members, the employee will be granted three (3) days bereavement leave with pay.

#### **3. General Usage**

Time off for bereavement leave in the amounts listed above is in addition to any other leave accruals an employee has. Any additional time off in amounts greater than those listed above or in the event of a family member's death other than those listed above

must be approved by the supervisor and will require the employee to use their leave accruals, unless otherwise approved by the City Manager.

## **ARTICLE 20 - LEAVE WITHOUT PAY**

### **Section 1: Length of Leave.**

Leave without pay, that does not qualify under the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA) may be granted to any regular employee by the City Manager for any period of time up to twelve (12) months for personal, professional, Union, or family reasons, or for time beyond the medically certified period of the FMLA and OFLA. The City Manager shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City.

### **Section 2: Authorization.**

All leave without pay must be requested by the regular employee in writing as soon as the need for such leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the employee's department head, and referred to the City Manager with the department head's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request. The City may terminate or cancel an approved leave of absence without pay by providing thirty (30) days written notice to the employee's last known address.

### **Section 3: Return to Work.**

Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment within the City, unless the employee, prior to the expiration of his/her leave of absence, or prior to the termination date, has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reasons beyond his/her control and seeks an extension of leave for such reason. Such request for extension shall be made in writing, and will be considered. Employees on leave without pay may request in writing to return to work early. Such request shall be granted as soon as practical.

### **Section 4: Benefits.**

Paid time off, holidays, vacation and sick leave benefits are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay. Employee may elect to personally continue to pay for City insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Unpaid leaves shall not be granted until all accrued and unused paid leave available to the employee, including vacation, compensatory time, and floating holidays or federal and state mandated leaves has been exhausted.

### **Section 5: Re-Employment.**

Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however,

the employees' anniversary date shall be adjusted for the duration of the Leave Without Pay period.

#### **Section 6: Certificates.**

Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave benefits prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons may be required to provide a qualified health care provider's certification of the employee's ability to return to work.

#### **Section 7: Union Leave**

The City agrees to allow no more than one (1) employee at any one time to take Union Leave without pay for attending Union conferences, conventions, trainings, and other functions which will not interfere with the normal operations of the City, including scheduled time off. Total Union Leave allowance, for all employees combined, shall not exceed two (2) weeks within any fiscal year.

## **ARTICLE 21 - RETIREMENT**

### **Section 1: Retirement Contributions.**

Employees 6% PERS/OPSRP contribution shall be made by the employer.



## **ARTICLE 22 - MILITARY LEAVE**

### **Section 1: Entitlement.**

For all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Junction City is entitled, upon application therefore, to a leave of absence from his duties for a period not exceeding fifteen (15) days in any one training year, defined as Federal fiscal year, without loss of time, pay, or regular leave and without impairment of efficiency rating or other rights of benefits to which he/she is entitled.

### **Section 2: Active Duty.**

Military leave of absence without pay shall be granted to a regular employee during a period of active duty with the Armed Forces of the United States in accordance with applicable State and Federal Law.

## **ARTICLE 23 - WAGES**

### **Section 1: Mileage.**

Employees are encouraged to use City vehicle whenever possible for official City related travel. When no City vehicle is available and an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated for mileage at the rate set by the Internal Revenue Service.

### **Section 2: Commercial Drivers License and Certifications.**

For any employee required to have a Commercial Driver's License (CDL) the City will pay for recurring license and physical examination costs.

The City shall continue to pay for certifications and all travel, training, and related expenses for employees to maintain the certifications that are required for their position.

### **Section 3: Salaries.**

- a. The City will provide a ~~three two~~ percent ~~-(32%)~~ Cost of Living Adjustment July 01, 201~~7~~4.

The City will provide a ~~two one percent and a half~~ ~~-(21.5%)~~ Cost of Living Adjustment ~~July~~uly 01, ~~2018~~5.

The City will provide a ~~two percent one and a half~~ ~~-(2%1.5%)~~ Cost of Living Adjustment July 01, 201~~9~~6.

Parties agree to a classification and compensation study in the 3<sup>rd</sup> year. The compensation study will consist of each party bringing their 5 comparators and averaging those independently or by mutually agreeing to the same 5 comparators. If the average of all comparators comes in below the current salary schedule then the COLA will remain at two percent (2%), if it comes in higher the COLA will be increased by that amount with a (2%) maximum total of four percent (4%).

- c. Effective July 01, 201~~7~~4, the attached salary schedule "A" shall be in effect.

### **Section 4: Salary Steps.**

- a. Advancement: An employee shall advance to the next successive step upon his or her anniversary date and upon achieving an overall satisfactory rating in the employee's evaluation. In the event an employee's evaluation has not been completed in a timely manner, any approved step advancement shall be applied retroactive back to the due date. ▯
- b. Promotion: Upon promotion an employee will advance to the new classification and/or position and to the step within the salary range for the new position which provides at least a 5% increase from the employee's former salary. A new

anniversary date for salary step advancement will be established upon the effective date of promotion.

- c. **Reclassification:** ~~—~~When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step that is at least 5% higher than the employee's former salary step. A new anniversary date for salary step advancement will be established upon the effective date of reclassification.
- d. **Probationary Employees:** Upon satisfactory completion of initial trial service probation an employee shall be eligible for a step increase.

## **ARTICLE 24 - INSURANCE**

### **Section 1: Health 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~~alternative care.

The City offers a High Deductible Health Plan (HDHP). A Health Savings Account will be established 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 premium conversion 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, for the remainder of 20~~44~~17 and calendar years 20~~45~~18, 20~~46~~19, and 20~~47~~20, the City will fund each employee's individual Health Savings Account (HSA) according to the attached HSA Funding Schedule (Schedule "B").

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 any eligible medical expenses. Deposits to eligible employees' HSA accounts will be made in quarterly installments.

Employees who exceed the amount of the annual deductible in eligible medical expenses prior to having received the full annual employer contribution may request an exception for the remainder of the contribution in a lump sum. If the City does, in its sole discretion, deposit the entire deductible into the employee's account, the employee will be thereafter ineligible for quarterly payments until January 1<sup>st</sup> of the following year.

- c. AFSCME 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 as long as the individual is still a City employee.

- e. 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), for ~~the~~ the remainder of 20~~17~~14 and ~~calendar~~ years 201~~8~~5, 201~~9~~6, and 20~~20~~17 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).

## **Section 2: Life Insurance.**

The City shall provide, at no expense to the employee, Group Term life Insurance and Accidental Death and Dismemberment for each regular full-time employee, life insurance coverage in the amount of \$20,000.

## **Section 3: 457 Deferred Compensation Plan.**

The City shall continue to offer a 457 Deferred Compensation plan to all employees in the bargaining unit. Participation is voluntary. Contributions are made solely by the employee.

## **ARTICLE 25 - SAFETY**

The City agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules. Safety and health issues should be brought to the attention of the City Safety Committee. The Union shall be given the opportunity to appoint one member to the City Safety Committee.

## **ARTICLE 26 - NO STRIKE / NO LOCKOUT**

The union agrees that, during the term of this Agreement, neither the union nor any bargaining unit employee shall take part in, call, sanction, foster, or support any strike, work stoppage, picketing, boycott, slowdown or any other interruption of, or interference with, the City's operations or services. The City will not lock out employees during the term of this Agreement, provided that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.

Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the City shall notify the Union in writing of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union shall respond to the City's request in writing immediately after receipt of such notice.

Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees.

In the event employees participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this Article, the participating employees shall be subject to disciplinary action which may include discharge without recourse to the grievance procedure except to determine whether the act in question constitutes a violation of this Article.

Actions for monetary damages arising from alleged violations of this Article are not subject to the grievance procedure. This Article may be enforced in a court of competent jurisdiction.

Employees covered by this Agreement are not required to perform the duties of employees of another public agency while that agency is engaged in a strike recognized by the Union, unless there is an emergency where the City deems a threat to public health and safety exists.



## **ARTICLE 27 - SAVINGS CLAUSE**

### **Section 1: Unlawful Contents.**

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

## ARTICLE 28 - TERM OF AGREEMENT

### Section 1: Effective Date.

This Agreement shall become effective as of July 1, 20~~17~~<sup>44</sup> and shall remain in full force and effect until June 30, 2020~~17~~. This Agreement shall automatically renew from year to year unless either party gives notice to the other to negotiate a successor Agreement. The parties agree to commence bargaining no later than March 1.

### Section 2: Amendments.

This Agreement may be amended at any time by mutual agreement of the Union and the City; such amendments shall be in writing and signed by both parties.

Ratified by Sutherlin City Council on the ~~24<sup>th</sup>~~ day of ~~April, 2017~~<sup>November, 2014</sup>.

In Witness Whereof, the parties hereto have set their hands to this \_\_\_\_ day of ~~April, 2017~~<sup>November, 2014</sup>.

**For the City:**

\_\_\_\_\_  
Jerry Gillham  
City Manager  
City of Sutherlin

**For the Union:**

\_\_\_\_\_  
~~John Bachman~~<sup>Scott Guillen</sup>  
President  
Local 1481, AFSCME Council 75

\_\_\_\_\_  
~~Janet Campbell~~<sup>Trissie Penland</sup>  
Bargaining Team

Attest:

\_\_\_\_\_  
~~Gary Fugate~~<sup>Shawn McHaffie</sup>  
Bargaining Team

\_\_\_\_\_  
Debra L. Hamilton, CMC  
City Recorder/HR Manager

\_\_\_\_\_  
~~Jim Steiner, Council Representative~~  
~~Oregon AFSCME~~  
~~Council 75~~

Attachments:

**SCHEDULE A AND SCHEDULE B**



**Schedule A**

2014-2015 - 2% COLA		AFSCME					
Represented/Non-Exempt Positions		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Park Assistant (Part Time)		9.13/HR					
Tourism Assistant (Part Time)		9.13/HR					
Park Maintenance (Seasonal)		11.43/HR					
City Custodian (Part Time)		12.09/HR					
Tourism Coordinator (Part Time)		23.56/HR					
Community Center Custodian (Part Time)		730					
City Planner		3,605	3,785	3,974	4,172	4,381	4,598
Maint. Workers - Public Works		3,197	3,357	3,524	3,701	3,885	4,079
Treatment Operators - Public Utilities		3,197	3,357	3,524	3,701	3,885	4,079
Payroll Clerk		3,121	3,277	3,441	3,617	3,801	3,949
Utility Billing Clerk - Finance		2,833	2,974	3,123	3,273	3,438	3,612
Records Specialist 2 - Police		2,833	2,974	3,123	3,273	3,438	3,612
Court Clerk		2,758	2,896	3,041	3,189	3,350	3,514
Accounts Payable Clerk		2,724	2,860	3,003	3,153	3,311	3,475
Code Enforcement Officer		2,635	2,766	2,905	3,050	3,202	3,363
Office Support Specialist III		2,634	2,765	2,904	3,049	3,200	3,361
Records Specialist 1 - Police		2,538	2,664	2,798	2,941	3,086	3,237
Community Development Technician		2,520	2,647	2,780	2,919	3,063	3,218
Office Support Specialist II		2,520	2,647	2,780	2,919	3,063	3,218
2015-2016 - 1.5% COLA		AFSCME					
Represented/Non-Exempt Positions		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Park Assistant (Part Time)		9.27/HR					
Tourism Assistant (Part Time)		9.27/HR					
Park Maintenance (Seasonal)		11.60/HR					
City Custodian (Part Time)		12.27/HR					
Tourism Coordinator (Part Time)		23.91/HR					
Community Center Custodian (Part Time)		741					
City Planner		3,659	3,842	4,034	4,235	4,447	4,667
Maint. Workers - Public Works		3,245	3,407	3,577	3,757	3,943	4,140
Treatment Operators - Public Utilities		3,245	3,407	3,577	3,757	3,943	4,140
Payroll Clerk		3,168	3,326	3,493	3,671	3,858	4,008
Utility Billing Clerk - Finance		2,875	3,019	3,170	3,322	3,490	3,666
Records Specialist 2 - Police		2,875	3,019	3,170	3,322	3,490	3,666
Court Clerk		2,799	2,939	3,087	3,237	3,400	3,567
Accounts Payable Clerk		2,765	2,903	3,048	3,200	3,361	3,527
Code Enforcement Officer		2,675	2,807	2,949	3,096	3,250	3,413
Office Support Specialist III		2,674	2,806	2,948	3,095	3,248	3,411
Records Specialist 1 - Police		2,576	2,704	2,840	2,985	3,132	3,286
Community Development Technician		2,558	2,687	2,822	2,963	3,109	3,266
Office Support Specialist II		2,558	2,687	2,822	2,963	3,109	3,266
2016-2017 - 1.5% COLA		AFSCME					
Represented/Non-Exempt Positions		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Park Assistant (Part Time)		9.41/HR					
Tourism Assistant (Part Time)		9.41/HR					
Park Maintenance (Seasonal)		11.77/HR					
City Custodian (Part Time)		12.45/HR					
Tourism Coordinator (Part Time)		24.27/HR					
Community Center Custodian (Part Time)		752					
City Planner		3,714	3,900	4,095	4,299	4,514	4,737
Maint. Workers - Public Works		3,294	3,458	3,631	3,813	4,002	4,202
Treatment Operators - Public Utilities		3,294	3,458	3,631	3,813	4,002	4,202
Payroll Clerk		3,216	3,376	3,545	3,726	3,916	4,068
Utility Billing Clerk - Finance		2,918	3,064	3,218	3,372	3,542	3,721
Records Specialist 2 - Police		2,918	3,064	3,218	3,372	3,542	3,721
Court Clerk		2,841	2,983	3,133	3,286	3,451	3,621
Accounts Payable Clerk		2,806	2,947	3,094	3,248	3,411	3,580
Code Enforcement Officer		2,715	2,849	2,993	3,142	3,299	3,464
Office Support Specialist III		2,714	2,848	2,992	3,141	3,297	3,462
Records Specialist 1 - Police		2,615	2,745	2,883	3,030	3,179	3,335
Community Development Technician		2,596	2,727	2,864	3,007	3,156	3,315
Office Support Specialist II		2,596	2,727	2,864	3,007	3,156	3,315

## **Schedule “B”**

**Insurance deductibles will be paid to the employee’s HSA account on a quarterly basis at the following rate and schedule:**

**Deductible for Single                      \$1500 per year - or \$375 per quarter**

**Money to be deposited to HSA between the 1<sup>st</sup> and the 15<sup>th</sup> each quarter in the following months:**

**July – October for 2017**

**January – April – July - October    for 201~~5~~8, 201~~6~~9, & 201~~7~~20**

**Deductible for all the following is    \$3000 – or \$750 per quarter**

**Employee + Children**

**Employee+ Spouse**

**Employee + Family**

**Employee + 1**

**To be deposited to employee’s HSA between the 1st and the 15th each quarter in the following months:**

**July – October for 2017**

**January – April – July – October    for 201~~5~~8, 201~~6~~9, & 201~~7~~20**

**This amount and schedule applies to those employees who are not eligible for an HSA. Money will be deposited into your regular bank account or as instructed.**



## City of Sutherlin

STAFF REPORT					
Re: Council Approval of Fire Service Support with AFSCME				Meeting Date:	4/10/17
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Jerry Gillham, City Manager				City Manager Review	<input checked="" type="checkbox"/>
Attachments: AFSCME-approved MOU					

### WHAT IS BEING ASKED OF COUNCIL?

To approve the AFSCME Memorandum of Understanding (MOU) for Fire Cross Training

### EXPLANATION

The addition of cross trained city employees, (who are members of AFSCME), to our current “fire-only” service model, (which consists of three full time paid and ten volunteer members as well as three full time paid, cross trained police managers), will produce more fire fighters who are unquestionably more capable, qualified and better trained to protect human life and save property loss than a volunteer only model. Since 2012, we have consistently examined all available, contemporary model structures in the attempt to find a business model that is more sustainable for the City of Sutherlin than the historic “full-time”, ready-stand-by, paid firefighter model. Because of this extensive research and consideration of these models, we confidently present this MOU for council approval.

It is important to recognize that, due to the unsustainability of the historic model, the City has been unable to invest in facility and equipment maintenance and capital equipment with replacement reserve funds, in order to meet payroll and employee costs. This has been the case prior to efforts to turn facilities and operations over to another district. Currently, however, total dollars expended for fire will be in line with those expended during the period that was contracted out to another district. It is anticipated that the proposed model will cover personnel expenses and continue to allow reserve funds to be set aside in order to replace, repair and maintain capital equipment and infrastructure for fire services. In preparing and developing this model, staff believes we can meet the long term needs and total costs for capital equipment, maintenance and infrastructure for the next twenty to thirty years.

Please consider and compare the innovative business model below to the historic, unsustainable model with regard to total personnel costs for 24/7 “fire-only” response capability (today’s cost):

	AFSCME Partnership Model	Previous FTE Model
Total number of qualified	20+6	7-9
Total cost of AFSCME personnel	\$150,000.00 (Includes overtime)	0
Total cost of paid full-time	\$300,000.00	\$900,000.00 (\$990,000;DCFD #2)
Total cost of Police-trained	\$40,000.00	0

There are two important supplemental points to make here:

1. Fire, Life, Safety Model (includes emergency medical ambulance services) vs Fire-only Service Model (limited emergency medical services with no ambulance):

Under the Fire, Life, Safety model, the 7-9 FTE staffed the station 24/7 on a rotational basis. This model also provided ambulance services which initially provided significant revenues that subsidized the fire service element of operations. This model provided medics and fire fighters who were fully qualified to respond to a wide range of calls. Over time, however, federal regulation changes limited the ability for the city to collect reimbursement for the actual costs of providing the ambulance response element service. Losing this subsidy resulted in the need for General Fund increases in order to withstand full-time personnel cost increases. When the downturn in ambulance revenues occurred, the General Fund and city services, as well as the investment in facilities and capital equipment, were put in jeopardy. This turn of events was the reason the city entered into an Inter-Governmental Agreement (IGA) with Douglas County Fire District 2 (DCFD#2). The hope for some during this time was that Sutherlin citizens would vote to annex into the district, producing a new and increased tax infusion and consequently, the realization of year-to-year revenues. A successful vote to annex never came to fruition. In preparation for re-assuming only the “fire service model” from DCFD#2, the first issue our staff team needed to address was the personnel costs.

2. Sustainability of the Fire-only Service Model:

It is recommended that Council consider the long term effects of the following: First, the current, yearly personnel cost increases of approximately \$490,000; secondly, a material and service annual expense of approximately \$320,000, and lastly, a projected long term capital and equipment/infrastructure expense at the current cost of \$3,606,422., (to be approximately projected to the year 2036) in order to plan for the most prudent, cost effective, long term service model.

The proposed AFSCME partnership model consists of approximately 10 volunteers (not paid), 3 FTE (paid) Fire Managers, 3 FTE Police Managers, and 10 current AFSCME employees with minimal additional annual and continuing cost increases (COLA, Step, PERS and insurance increases). Additionally, we have already established a positive working relationship with the AFSCME Union and subsequently, we realize a 15% incentive/certificate pay with controllable call back overtime expenses.



With this model, the City will be able to pay all on-going projected annual personnel expenses (\$490,000), material and service expenses (\$320,000), and the potential to place a projected \$100,000 + per year into the Reserve Fund. Please note that as efficiencies are realized over time, there may be more funds available to place into the Reserve Fund to strengthen the City's long term financial position to support the fire service.

In conclusion, this proposed model establishes a service response capability of approximately 26 personnel for an approximate cost of \$490,000.00 as compared to a 7-9 personnel response capability for \$900,000.00. Having no additional revenue source anticipated for the foreseeable future dedicated to fire service expenses, this proposal is our best recommendation and hope for a long term resource allocation strategy that will produce a practical and successful outcome for the City.

<b>OPTIONS</b>
----------------

N/A

<b>SUGGESTED MOTION(S)</b>
----------------------------

- 1) Approve the AFSCME MOU, or;
- 2) Not approve the AFSCME MOU.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUTHERLIN AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME)**

THIS MEMORANDUM OF UNDERSTANDING (Memorandum) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Sutherlin, Oregon (City), and the American Federation of State, County and Municipal Employees, hereby referred to as AFSCME.

**WHEREAS**, the City is creating a cross training in fire suppression and incentive program (“program”) for AFSCME; and

**WHEREAS**, the City and the AFSCME have bargained any mandatory subject of bargaining, or mandatory impacts, as it relates to this cross training and incentive program; and

**WHEREAS**, the City and the AFSCME have met and conferred on related permissive subjects of bargaining. The City agrees to notify the Union in advance of any changes of policy or procedure impacting AFSCME members surrounding the fire suppression incentive program. The Union will notify the City within 10 business days of its intent to demand to bargain. Failure for the Union to respond within the 10 days of notification waives the right for the Union to bargain and the City may make the proposed changes.

**NOW THEREFORE, BASED ON THE FOREGOING THE PARTIES AGREE AS FOLLOWS:**

**Section One: Implementation Schedule.** The City anticipates the first phase of training to begin on March 7, 2017.

**Section Two: Required Training and Training Schedule.**

a. Required Training Hours:

- I. Fire Fighter I Certification requires a minimum of approximately 120 hours of training. Some skills for Fire Fighter 1 will need to be verified (performance evaluation checklist with check off required and the hours needed are based on the individual student’s proficiency). The exact number of hours for skills checkoff is flexible. Because the City is interested in both training and the demonstration of proficiency, an AFSCME member should expect to spend a total of approximately 120 hours in training with demonstrated proficiency to qualify for and meet the Fire Fighter 1 Certification program.

b. Training Schedule:

- I. Generally, training will occur as scheduled between the Director of Public Safety and the Community Development Director. Occasionally some exceptions may be needed for specialized training not available on Thursdays. It is also possible that a re-assignment to the Fire Department may occur for several weeks at a time in order to expedite the training process and immerse the AFSCME members in the fire discipline. The exact training plans are still being developed and updated.
- II. The parties understand some shift adjustments may be necessary to accommodate training.
- III. On-going skills training will continue monthly (on Thursdays) for those cross trained as fire fighters to ensure safety and proficiency in fire suppression efforts.

c. Training will be on paid time.

### **Section Three: Selection.**

- a. Participation for AFSCME members is voluntary.
- b. If the City has more volunteers than space available for training, selection for training shall be based on AFSCME recommendation.
- c. The City reserves the right to restrict participation in the program to a limited number of AFSCME members. As of the date of the signing of this MOU, the City is committed to cross training four (4) AFSCME members, if other current AFSCME members wish to participate with this cross training opportunity, they will be accommodated into next phases of program training upon successful completion of background.

### **Section Four: Incentive.**

- a. Initial Training Incentive. Once an AFSCME member commences the initial training to achieve a Fire Fighter I Certification status, the AFSCME member will receive an additional five percent (5%) added to the his or her base salary. AFSCME members are required to achieve Fire Fighter I status within one (1) year of commencing training. If an AFSCME member does not achieve Fire Fighter I status, or stops fulfilling training requirements anytime within the year as determined in the City's sole discretion, the AFSCME member will cease receiving the incentive.
- b. Fire Fighter I Training Status. Once an AFSCME member successfully achieves substantial progress towards the Fire Fighter I certification at the completion of 120 hours, the AFSCME member will receive an additional five percent (5%), for a total of a ten percent (10%) increase to the AFSCME member's base salary. AFSCME members are required to achieve a Fire Fighter 1 Certification within one (1) year after achieving Entry Level Fire Fighter status. If an AFSCME does not achieve the Fire Fighter 1 Certification, or stops fulfilling training requirements anytime within the year as determined in the City's sole discretion, the AFSCME member will cease receiving the incentive.
- c. Fire Fighter I DPSST Certification. Once an AFSCME member achieves a Fire Fighter 1 status and receives a Fire Fighter I Certification from the State of Oregon Department of Public Safety Standards and Training (DPSST), the AFSCME member will receive an additional five percent (5%), for a total increase of fifteen percent (15%) to his or her base salary. If an AFSCME member fails to maintain a Fire Fighter 1 Certification, the AFSCME will cease receiving any incentive under this program.
- d. Fire Fighter 2 Certification. At the City's discretion, AFSCME members may achieve a Fire Fighter 2 Certification and the City will cover the cost of training, but will not offer additional incentives.
- e. Call-Back. Any AFSCME member call back work outside his/her regular shift shall receive overtime compensation at the rate of one and one half (1-1/2) times the AFSCME member's regular hourly rate, for a minimum of four (4) hours. For purposes of this section, the callback must have occurred at least thirty (30) or more before the beginning of the shift or 30 minutes or more after the end of the regularly assigned work shift. Call back which occurs 29 minutes or less before the beginning or 29 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. This call back pay is consistent with Article 10 Section 1 of the current collective bargaining agreement (page 6).
- f. As stated below in Section Six, if the City discontinues the program, the City will discontinue incentives.

- g. The City will require that AFSCME members who participate in this agreement possess a phone capable of downloading applications that will allow for alerts when fire calls are dispatched for the Sutherlin Fire Service. For this, the City shall pay the AFSCME member an additional duty gear allowance of \$40/month which will be paid in full July of every calendar year (a total annual increase of \$480 additional duty gear allowance). The City agrees that the duty gear allowance is non refundable for any reason to the City after received by Employee.
- h. If an AFSCME member fails to perform fire-related job duties, including training responsibilities, adequately the City may remove the AFSCME member from the program after providing the AFSCME member notice and an opportunity to be heard.

#### **Section Five: Duties.**

- a. Once the AFSCME member begins receiving the training incentive, the AFSCME member is required to attend all assigned training sessions and diligently progress through the program.
- b. After the AFSCME member has successfully achieved Fire Fighter I training status, the AFSCME member will be required to respond to all fire calls when on-duty and available as applicable.
- c. After AFSCME members have successfully achieved Fire Fighter training status, AFSCME members will also be eligible for call back (when off-duty) to fire calls.

#### **Section Six. Termination.**

The City reserves the right to discontinue the program, the incentives and this Memorandum at any time and in its sole discretion, and without any obligations to bargain. The Parties agree that both AFSCME and the City can discontinue its participation in this fire suppression incentive plan at any time and without obligation to bargain their respective decision or impacts of that decision. The City agrees to provide AFSCME with 60 day written notice prior to the cancellation of the program.

Both AFSCME and City agree to review the program to see if it should continue, with such review beginning 6 months from the completion of training for the first group of AFSCME employees. Therefore, the agreed upon date for this review shall occur on or about September 1, 2017.

Note: Since this is a new concept at the Sutherlin Public Safety Department, management fully intends to work through and clarify process, systems, and personnel deployment/resource allocation when appropriate. This “public safety” cross training model is fully intended to be a joint labor management developmental process.

#### **Section Seven. Accountability.**

- a. The AFSCME member will be responsible to his/her immediate supervisor in the work area normally assigned. Once on scene at a fire ground event/incident, the AFSCME member will be supervised by “on scene” fire command supervisors/managers. Once the AFSCME member is released from the fire ground event/incident, the AFSCME member will report back to his/her immediate supervisor in the work area normally assigned.
- b. AFSCME members with Fire Fighter I certifications will be required to adhere to City Administrative Policies and Sutherlin Fire Service Policies.

- c. Fire Fighter I Certified AFSCME members will be required to adhere to DPSST requirements for initial and on-going Fire Fighter I certification in addition to the City's Administrative Policies and Sutherlin Fire Service Policies.
- d. In the event an AFSCME member violates a provision of City Administrative Policies and/or Sutherlin Fire Services Policies, the AFSCME member may be removed from City of Sutherlin Fire Services and lose ongoing incentive pay, except however, said AFSCME member shall have no disciplinary action brought forward by City in the AFSCME members specific area of work.
- e. There may be situations where the conduct of the AFSCME member is so severe that City disciplinary action process as described in the City Employee Handbook and AFSCME bargaining agreement will become necessary. While not anticipated, if warranted, this heightened discipline will be carried-out on a case-by-case basis.

**IN WITNESS WHEREOF**, AFSCME AND CITY have hereunto set their hands and seals on the date and year first above written.

City of Sutherlin

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

\_\_\_\_\_  
Jerry Gillham, City Manager

\_\_\_\_\_  
Scott Guillen, AFSCME President

\_\_\_\_\_  
Shawn McHaffie

\_\_\_\_\_  
Trissie Penland

Attest:

\_\_\_\_\_  
Jim Steiner, AFSCME

\_\_\_\_\_  
Debra L. Hamilton, CMC  
City Recorder



## City of Sutherlin

STAFF REPORT					
<b>Re: Declaring Public Safety Department Surplus of City Property – Resolution 2017.04</b>				Meeting Date:	<b>April 10, 2017</b>
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Kirk M. Sanfilippo, Director of Public Safety</b>				City Manager Review	<input type="checkbox"/>
<b>Attachments: Resolution 2017.04</b>					

### WHAT IS BEING ASKED OF COUNCIL?

The Public Safety Department has one police services patrol vehicle and four fire services vehicles that will be retired and/or are at the end of their useful life that are no longer capable of providing services for the Sutherlin community. Fire services has replaced the self-contained breathing apparatus (SCBA), face pieces and spare air cylinders that are at the end of the useful service life. Police services also have mobile radios and accessories that have reached the end of the useful service life. It is requested that the city surplus these vehicles and equipment.

### EXPLANATION

The following vehicles and equipment will be listed on the resolution for surplus:

- 1) 2010, Dodge Charger Police Patrol Vehicle  
Oregon License: E253513      VIN: 2B3AA4CV7AH303291
- 2) 1990, Pierce Arrow Fire Engine  
Oregon License: No Plates      VIN: 4P1CA02G0LA000400
- 3) 2007, Ford F450 Fire Department Ambulance  
Oregon License: E24489      VIN: 1FDXE45P48DA4937
- 4) 2003, Ford F350 Fire Department Ambulance  
Oregon License: E226399      VIN: 1FDXE45F13HB42217
- 5) 1997, GMC Yukon 1500 SLE  
Oregon License: XQJ232      VIN: 1GKE13R4WJ727780
- 6) Self-Contained Breathing Apparatus with Face Pieces – 19 total
- 7) Spare Air Cylinders – 28 total
- 8) Sony Video Cassette Recorder – 1  
Model: EVO-220      Serial Number: 112462
- 9) Motorola Astro Face Plate – 2  
Model: Systems 9000      Serial Number(s): HCN1078J & 1580293L02

- 10)** Motorola Astro Radio – 7  
 Model: M20KSS9PW1AN                      Serial Number(s): 585CFC0406,  
 585CFC0407, 585CFC0408, 585CFC0409, 585CFC0410, 585CFC0411, & 585CFC0412
- 11)** Motorola XTL2500 -3  
 Model: M21KSM9T3806                      Serial Number(s): 518CFZ0322,  
 518CFZ0324, & 518CFZ326
- 12)** Motorola Radius M1225  
 Model: M43DGC90J2AA                      Serial Number: 869FYN0763
- 13)** Motorola Astro  
 Model Number: M99DX+175W\_Astro      Serial Number: 412ABC0922
- 14)** Motorola Microphone  
 Model: HMN3008A
- 15)** Motorola Microphone -10  
 Model: HMN1080A, HMN1079A, HMN1061A, HMN1090A (2), Model numbers are  
 missing/illegible on 5 microphones

OPTIONS	
N/A	
SUGGESTED MOTION(S)	

- 1) Approve the resolution for surplus property, or;
- 2) Not approve the resolution for surplus property.

## **RESOLUTION NO. 2017.04**

### **A RESOLUTION CONCERNING CERTAIN PERSONAL PROPERTY TO BE DECLARED SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL**

**The City Council of Sutherlin finds that:**

- 1) 2010, Dodge Charger Police Patrol Vehicle  
Oregon License: E253513 VIN: 2B3AA4CV7AH303291
  - 2) 1990, Pierce Arrow Fire Engine  
Oregon License: No Plates VIN: 4P1CA02G0LA000400
  - 3) 2007, Ford F450 Fire Department Ambulance  
Oregon License: E24489 VIN: 1FDXE45P48DA4937
  - 4) 2003, Ford F350 Fire Department Ambulance  
Oregon License: E226399 VIN: 1FDXE45F13HB42217
  - 5) 1997, GMC Yukon 1500 SLE  
Oregon License: XQJ232 VIN: 1GKE13R4WJ727780
  - 6) Self-Contained Breathing Apparatus with Face Pieces – 19 total
  - 7) Spare Air Cylinders – 28 total
  - 8) Sony Video Cassette Recorder – 1  
Model: EVO-220 Serial Number: 112462
  - 9) Motorola Astro Face Plate – 2  
Model: Systems 9000 Serial Number(s): HCN1078J & 1580293L02
  - 10) Motorola Astro Radio – 7  
Model: M20KSS9PW1AN Serial Number(s): 585CFC0406,  
585CFC0407, 585CFC0408, 585CFC0409, 585CFC0410, 585CFC0411, &  
585CFC0412
  - 11) Motorola XTL2500 -3  
Model: M21KSM9T3806 Serial Number(s): 518CFZ0322,  
518CFZ0324, & 518CFZ326
  - 12) Motorola Radius M1225  
Model: M43DGC90J2AA Serial Number: 869FYN0763
  - 13) Motorola Astro  
Model Number: M99DX+175W\_Astro Serial Number: 412ABC0922
  - 14) Motorola Microphone  
Model: HMN3008A
  - 15) Motorola Microphone -10  
Model: HMN1080A, HMN1079A, HMN1061A, HMN1090A (2), Model numbers are  
missing/illegible on 5 microphones
- A. Equipment listed reflects equipment no longer needed for the public purpose for which it was acquired, and is therefore surplus property.
  - B. Under provisions of City Code Section 2.40, the City Manager is authorized to dispose of surplus personal property through sale by auction, by negotiated sale without competitive bids, or by donation.
  - C. Disposal of these items will be designated by City Manager.



**NOW THEREFORE, BASED UPON THE ABOVE FINDINGS, BE IT RESOLVED, by the city council of the City of Sutherlin, a Municipal Corporation of the State of Oregon, as follows**

**Section 1:** Based upon the above findings, which are hereby adopted, the personal property described above is hereby declared to be surplus personal property of the City of Sutherlin.

**Section 2:** The surplus personal property shall be disposed of by the City Manager in accordance with the provisions of City Code Section 2.40.

**PASSED BY THE CITY COUNCIL, ON THIS 10<sup>TH</sup> DAY OF APRIL, 2017**

**APPROVED BY THE MAYOR, ON THIS 10<sup>TH</sup> DAY OF APRIL, 2017**

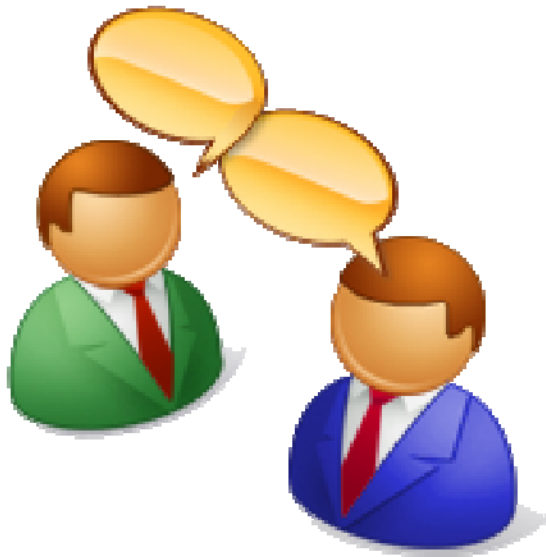
\_\_\_\_\_  
Mayor, Todd McKnight

**ATTEST:**

\_\_\_\_\_  
City Recorder, Debra L. Hamilton, CMC



# **COUNCIL COMMENTS**





# **PUBLIC COMMENT**





# ADJOURNMENT





# WORKSHOP



City of Sutherlin

# **BUSINESS REGISTRATION Q & A**

## SUTHERLIN BUSINESS REGISTRATION CURRENT SITUATION

1. There is no mechanism to insure that businesses properly locate into buildings or onto property in Sutherlin.
2. It is often months after-the-fact that the City learns of an activity that in many cases are operating in un-safe buildings or in a improper land-use zone.
3. Once in, the only mechanism to make correction, after numerous hours of city staff time, leaving only our municipal court process to rectify; taking months of time and legal expenses.



# SUTHERLIN BUSINESS REGISTRATION OVERVIEW

1. All businesses in Sutherlin 10-years or longer are exempt.
2. 9-years to present, no charge.
3. \$ \_\_\_\_\_charge for all new businesses coming to Sutherlin.
4. Will send out an annual renewal update request at no charge.



## WHAT IS THE PURPOSE OF A BUSINESS REGISTRATION?

1. To know the businesses in Sutherlin; in particular for public safety response fire/crime/medical.
2. To ensure that all newly arriving business enterprises inhabit property/space that is legally applicable for land-use and building codes.

# EXAMPLES OF OTHER CITIES WE SURVEYED

---

✖ Central Point:	17,275
✖ Florence:	8,470
✖ Junction City:	5,418
✖ Lebanon:	15,711
✖ Molalla:	8,110
✖ Phoenix:	4,575
✖ Reedsport:	4,146
✖ Roseburg:	21,290
✖ Scappoose:	6,675
✖ St. Helens:	15,000

# STATEMENT FROM FLORENCE

“The City of Florence strives to provide for the health, safety, and welfare of citizens of Florence through regulation of businesses. The business Registration fees help pay for City review of the new and renewing businesses to verify that applicants comply with City, State, and Federal regulations and that they will not endanger property or public health/safety.”



# HOW MANY CITIES IN OREGON HAVE A BUSINESS REGISTRATION?

We surveyed every city in Douglas County:

Canyonville:	Yes	Drain:	No
Glendale:	Yes	Yoncalla:	No
Myrtle Creek:	Yes	Oakland:	No, but in the works
Reedsport:	Yes		
Riddle:	Yes		
Roseburg:	Yes		
Winston:	Yes		

I-5 Cities: In cursory review from Wilsonville to Ashland, approximately only two cities do not have a business Registration.

Oregon is unknown.

# WHAT IS THE DEFINITION OF A BUSINESS?

1. “Any profession, trade, occupation, shop and every type of calling wherein a charge is made for goods, materials or services.
2. Itinerant vendor or peddler going from place to place, house to house, or who locates on private property of another business with a permanent location within the city, who, as principal or agent of another sells or offers to sell, goods, wares, merchandise or services, by sample or by catalog, to persons who are not merchants.
3. All professions, trades, occupations and shops of all and every kind carried on for profit.

# WHAT ARE THE BENEFITS/ADVANTAGES (PRO)?

1. Ensures that new business owner's service structure, plans and business operations are in line with state and city regulations.
2. Offers a higher level of confidence for the business owner and citizens knowing they operate a certified legally authorized business in the City. If they post the business Registration, it offers reassurance to customers they are dealing with a business that has been validated so to speak.
3. Public safety agencies have immediate and accurate contact information at their finger-tips in case of emergency.



# WHAT ARE THE DISADVANTAGES (CON)?

---

1. Could be thought of, as too much government oversight and intrusion into private sector businesses.
2. Newly arriving businesses will be required to pay a one-time \$10.00 business registration fee. Over time, it could be, that other elected council's would raise this and then where would it stop?
3. Others?

# **WHAT IS THE COST OF ADMINISTERING A BUSINESS REGISTRATION?**

---

The initial cost of a software program and staff time.



# **ARE THERE EXAMPLES WHERE THE COST PROHIBITED A BUSINESS FROM STARTING OR COMING TO A CITY?**

No, at least not that we were able to determine from the cities we researched.

# WHAT OTHER OPERATIONS WOULD BE EXEMPT?

1. Sale of personal property acquired for household use or other personal use by seller.
2. Display booth/vendor operated at trade show, festival or other community event.

# DO PROPERTY OWNERS HAVE TO PAY?

---

Only if the newly arriving property owner is both the property owner and business owner; otherwise no.



# WHAT ARE THE BENEFITS TO THE BUSINESS?

1. Registration could be seen as a “legitimizer” so to speak to customers.
2. Businesses know that all other businesses that operate within the city limits (especially competing businesses from other towns) too, are required to have a Registration to operate within the city.
3. Businesses can be assured that public safety agencies have current information regarding their business, thus, reducing possible slower response times.
4. Helps to provide assurance that non-compatible land-use business operations do not disrupt other existing businesses and risk harm to our general welfare and quality of life.

**WHAT ARE SOME EXAMPLES OF A BUSINESS LOCATING IN A DANGEROUS BUILDING WHERE A BUSINESS REGISTRATION WOULD HAVE PREVENTED THE CIRCUMSTANCE?**





# WHAT ARE SOME EXAMPLES OF A BUSINESS LOCATING IN A MIS-MATCHED ZONE WHERE A BUSINESS REGISTRATION WOULD HAVE PREVENTED THE CIRCUMSTANCE?





# **FOR YOUR INFORMATION**



## Diane Harris

---

**From:** Diane Harris  
**Sent:** Wednesday, April 05, 2017 8:39 AM  
**To:** April Ehrlich; Ashley KQEN News (ashley@bciradio.com); DC Commissioners; Douglas County News; KUGN; KYLE-KQUEN; News Desk (newsdesk@nrtoday.com); Register Guard; Roseburg Beacon; Vera Westbrook (vwestbrook@nrtoday.com)  
**Subject:** Public Meeting Notice  
**Attachments:** CC AGENDA APR 10.17 Meeting.pdf

Good morning!

Please see attached agenda for the April 10<sup>th</sup> Sutherlin City Council meeting.

Thank you,



*Diane Harris*

Deputy City Recorder  
City of Sutherlin  
126 E Central Ave  
Sutherlin, OR 97479  
(541)-459-2856  
[d.harris@ci.sutherlin.or.us](mailto:d.harris@ci.sutherlin.or.us)



## Diane Harris

---

**From:** Diane Harris  
**Sent:** Wednesday, April 05, 2017 8:40 AM  
**To:** April Ehrlich; Ashley KQEN News (ashley@bciradio.com); DC Commissioners; Douglas County News; KUGN; KYLE-KQUEN; News Desk (newsdesk@nrtoday.com); Register Guard; Roseburg Beacon; Vera Westbrook (vwestbrook@nrtoday.com)  
**Subject:** Public Meeting Notice  
**Attachments:** Agenda 4.10.16.pdf

Good morning,

Please see attached Agenda for the April 10<sup>th</sup> Budget meeting.



*Diane Harris*

Deputy City Recorder  
City of Sutherlin  
126 E Central Ave  
Sutherlin, OR 97479  
(541)-459-2856  
[d.harris@ci.sutherlin.or.us](mailto:d.harris@ci.sutherlin.or.us)