



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, May 17, 2011

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

6:30pm Work Session

7:00pm Regular City Council Meeting

**URA Board of Directors Meeting
(following the City Council meeting)**



WORK SESSION 6:30 PM

REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT:
 - A. Approval of April 19, 2011 City Council Minutes
 - B. Resolution 2011-039 Adopting 2011 City Council Goals
 - C. Resolution 2011-040 Authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with Washington County for the 2011 Slurry Seal Program
5. PRESENTATIONS
 - A. Eagle Scout Recognitions
6. NEW BUSINESS
 - A. Resolution 2011-041 to ratify the Contract Agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and to authorize the City Manager to sign the Successor Collective Bargaining Agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME) (Anna Lee, HR Manager)
 - B. Resolution 2011-042 Providing for the creation of a new fund and the reclassification of an existing fund (Craig Gibons, Finance Director)
 - C. Resolution 2011-043 authorizing the purchase of a Cisco Phone System and network equipment (Brad Crawford, IT Director)
7. PUBLIC HEARING
 - A. Ordinance 2011-007 adding a new Chapter 12.24 to the Sherwood Municipal Code relating to fees for streets, sidewalks and other public places, and declaring an emergency (Tom Pessemier, Community Development Director)

AGENDA

**SHERWOOD CITY COUNCIL
May 17, 2011**

6:30 pm Work Session

7:00 pm Regular City Council Meeting

**URA Board of Directors Meeting
(Following the Council Meeting)**

**Sherwood City Hall
22560 Pine Street
Sherwood, OR 97140**

B. Resolution 2011-044 repealing Resolution 2007-058, adopting an updated Street Utility Fee and establishing a goal for street operating conditions (Tom Pessemier, Community Development Director)

C. Resolution 2011-045 adopting a time-limited Pedestrian Pathway Construction Fee near schools (Tom Pessemier, Community Development Director)

8. CITIZEN COMMENTS

9. CITY MANAGER & STAFF REPORTS

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN TO URA BOARD MEETING

How to Find Out What's on the Council Schedule:

City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the City's bulletin board at Albertson's. Council meeting materials are available to the public at the Library. The public may make copies of any Council meeting materials, at no charge.

To Schedule a Presentation before Council:

If you would like to appear before Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder Sylvia Murphy by calling 503-625-4246 or by e-mail to: citycouncil@ci.sherwood.or.us.



SHERWOOD CITY COUNCIL MINUTES
22560 SW Pine St., Sherwood, Or
April 19, 2011

REGULAR COUNCIL MEETING

1. **CALL TO ORDER:** Mayor Keith Mays called the meeting to order at 7:03pm.
2. **PLEDGE OF ALLEGIANCE AND ROLL CALL:**
3. **COUNCIL PRESENT:** Mayor Mays, Council President Dave Grant, Councilors Linda Henderson, Robyn Folsom, Bill Butterfield and Matt Langer. Councilor David Luman was absent.
4. **STAFF PRESENT:** City Manager Jim Patterson, Police Captain Jim Reed, Community Development Director Tom Pessemier, Finance Director Craig Gibons, Building Official Scott McKie, Economic Development Manager Tom Nelson and City Recorder Sylvia Murphy.

Mayor Mays addressed the Consent Agenda and asked for a motion.

5. CONSENT AGENDA

- A. Approval of April 5, 2011 City Council Minutes
- B. Resolution 2011-035 Appointing Christine McLaughlin to the Library Advisory Board
- C. Resolution 2011-036 Reappointing Thaddeus Overturf to the Parks and Recreation Board
- D. Resolution 2011-037 Appointing Luther Vanderburg to the Parks and Recreation Board
- E. Resolution 2011-038 Authorizing the City Manager to negotiate and amend lease agreements for City owned property

MOTION: FROM COUNCIL PRESIDENT DAVE GRANT TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR LINDA HENDERSON. ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR, COUNCILOR LUMAN WAS ABSENT.

Mayor Mays addressed the next agenda item.

6. PRESENTATIONS

A. Eagle Scout Recognitions

No Scouts present.

B. Proclamations

Arbor Day Proclamation, Mayor Mays stated the City will be recognizing Arbor Day this coming Friday, April 22nd with a tree planting event on SW Inkster at 2pm and said this is the City's 6th year of being recognized as a Tree City USA.

EMS Week Proclamation, recognizing May 15-21, 2011 as Emergency Medical Services Week and stated this year's theme is "Everyday Heroes". Mayor Mays welcomed Brian Fairbanks, Wheelchair Department Manager with Metro West Ambulance. Mr. Fairbanks introduced J.D. Fuiten owner of Metro West Ambulance and stated Metro West Ambulance has been providing services since 1953. Mr. Fairbanks shared information regarding the services provided by Metro West Ambulance and partnerships with organizations throughout Washington County. Mr. Fuiten thanked the City for their partnership and that of the Sherwood Police department and thanked Tualatin Valley Fire & Rescue.

Mayor Mays thanked Mr. Fairbanks and Mr. Fuiten and addressed the next agenda item and asked the City Recorder to read the public hearing statement.

7. PUBLIC HEARING

A. Ordinance 2011-004 Amending section 15.04.130 of the Sherwood Municipal Code adopting the 2011 Oregon Plumbing Specialty Code based on the 2009 edition of the Uniform Plumbing Code

Scott McKie, Sherwood Building Official came forward and explained the ordinance and informed the Council specialty codes work on a three year cycle and every third year a new edition comes out.

Mayor Mays stated the City tries to follow best practices with the codes and said we work with other cities to ensure we have the same code for the development community to allow builders and plumbers to work with the same codes.

Mayor Mays asked for Council questions, with none received he opened the public hearing to receive testimony on Ordinance 2011-004. No public testimony was received and the public hearing was closed. The Mayor asked for Council discussion or a motion.

MOTION: FROM COUNCILOR BILL BUTTERFIELD TO READ CAPTION AND ADOPT ORDINANCE 2011-004, SECONDED BY COUNCILOR LINDA HENDERSON, MOTION PASSED 6:0 (COUNCILOR LUMAN WAS ABSENT).

Mayor Mays addressed the next agenda item.

B. Ordinance 2011-005 Adding section 15.04.180 of the Sherwood Municipal Code adopting the 2010 Oregon Solar Installation Specialty Code

Scott McKie informed the Council this is new code as solar panels are fairly new to the Pacific Northwest.

Mayor Mays asked for Council questions, with none received he opened the public hearing to receive testimony. No testimony was received and the hearing was closed.

Mayor Mays asked for Council discussion or a motion.

Council President Grant asked if this was to have them more structurally sound and if this is the point of the code. He said he was wondering if people had to make expensive improvements to their homes.

Scott replied the main intent of the code is to promote alternate energy sources and said previously when there weren't standards one would have to get an engineer to design and evaluate the structure and this was more cost prohibitive to the installer. Scott said they in turn came up with the code and if the building meets the requirements, engineering is not required and the cost of the permits are greatly reduced.

With no other Council questions, Mayor Mays asked for a motion.

MOTION: FROM COUNCILOR ROBYN FOLSOM TO READ CAPTION AND ADOPT ORDINANCE 2011-005, SECONDED BY COUNCIL PRESIDENT DAVE GRANT. MOTION PASSED 6:0 (COUNCILOR LUMAN WAS ABSENT).

Mayor Mays addressed the next agenda item.

C. Ordinance 2011-006 Amending the Municipal Code section 8.12, Fire Prevention Code and adopting the Tualatin Valley Fire and Rescue's Fire Prevention Code

Scott McKie introduced Jeremy Foster with Tualatin Valley Fire & Rescue.

Scott informed the Council in reviewing the current Municipal Code, there were several pages of outdated material and references and said he is proposing to delete these provisions that are in the body of the Fire Code to clean it up and adopt the additional provisions of Tualatin Valley Fire & Rescue' Code.

Mayor Mays asked for Council questions.

Councilor Butterfield asked if this is a joint venture of the City and Tualatin Valley Fire & Rescue.

Scott replied this was correct and with Tualatin Valley Fire & Rescue being our service provider we wanted to make sure we are all on the same page with knowing what their codes are.

Councilor Folsom asked if the enforcement of the code was always up to the Fire Department as it is being proposed with this and is it still the same.

Mr. Foster replied it still will be and said he believes the issue was some of the old code that was adopted into the City's Code conflicted and had some of the old Uniform Fire Code and said we have the International Uniform Fire Code now and we are trying to clean it up and this gets it all into one standard without being conflicting.

City Manager Patterson asked Mr. Foster if this helps with enforcement action should there be some sort of violation because we have eliminated the parts of our own code, which were in conflict, so it actually makes the enforcement action easier for the Fire District?

Mr. Foster replied it will as there's no conflicting information and we have one standard to go to and it covers everything.

With no other Council questions, Mayor Mays opened the public hearing to receive testimony. No testimony was received and the hearing was closed. Mayor Mays asked for Council discussion or a motion.

MOTION: FROM COUNCILOR LINDA HENDERSON TO READ CAPTION AND ADOPT ORDINANCE 2011-006, SECONDED BY COUNCILOR BILL BUTTERFIELD. MOTION PASSED 6:0 (COUNCILOR LUMAN WAS ABSENT).

Mayor Mays addressed the next agenda item.

8. CITIZEN COMMENTS

Tom Nelson 15991 SW Windrow Lane, Sherwood came forward and informed the Council the Sherwood Rotary Club is having their annual Tree Sale this Friday and encouraged the support of the sale in honor of Arbor Day. Mr. Nelson said each year the Rotary Club raises about \$40,000 or more and said this is spent mostly in our community doing public service projects. Mr. Nelson said it's a great fundraiser and they appreciate everyone's support.

With no other comments received, Mayor Mays addressed the next agenda item.

9. CITY MANAGER REPORT

City Manager Patterson reported the installation of the restrooms at Stella Olson Park will begin tomorrow and informed the Council the facility will come in two pieces and will be placed next to the play structure. Mr. Patterson stated the City's Plumbing Inspector has been out there and we will be connecting to the sewer in the next several days and we will have a fully functional and very nice restroom. Mr. Patterson mentioned as part of the public process, when the City held public hearings on the restroom facility, one thing that was brought up by some folks in the community was they would like to see the City remove the old restroom facility on the west side of the park. Mr. Patterson informed the Council we will be moving forward with removing this facility and Craig will be working with the electrical utility and we will be having someone from environmental looking at it to address any environmental issues. Mr. Patterson stated we will be getting it down as soon as possible and thanked members of the public for the discussion and said there's no use for it and it's a magnet for certain activities.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS

Councilor Folsom thanked staff for moving quickly on getting the restrooms installed and asked that staff convey gratitude to the contractors. Ms. Folsom announced that the talent competition the VPA is sponsoring in conjunction with the annual benefit concert is a huge success so far with over 70 entries. Ms. Folsom explained the judging process and the public's ability to view the competitors on VPAfoundation.org website/YouTube channel. Ms. Folsom stated the live performance of the semi-finalist will be May 11th at the Sherwood High School PAC and recommended people purchase their tickets early as she anticipates tickets will be sold out. Ms.

Folsom stated tickets can be purchased at Let's Make Music and more information can be found on the VPA website.

Councilor Langer reported BOOTS (Businesses of Old Town) has hired a BOOTS Coordinator, Angi Ford who is a Sherwood High School graduate and grew up in Sherwood. Mr. Langer welcomed Ms. Ford.

Councilor Henderson reported Saturday night, April 30th the Sherwood Charter School is having a fundraising auction at the Sherwood Elk's Lodge, from 6-9pm and said she will be providing Council members with invitations.

Council President Grant reported that Council members often receive information from City Manager Patterson regarding people driving through red traffic lights, information from the Photo Red Light System. Mr. Grant stated the video Council saw today was very chilling with a tractor-trailer running a solid red light, going full speed and stated it's shocking to think what might have happened if he or a family member was in the intersection. Mr. Grant stated he would like to see these on YouTube and find some way for the community to see these violations.

Mayor Mays reported he attended a reception for Erin Holmes the new Executive Director for the Sherwood Tualatin River National Wildlife Refuge, replacing Ralph Webber who has retired. Mayor Mays welcomed Ms. Holmes.

Mayor Mays reported Metro is required to do an annual report, and have not for many years, informing Cities and Counties in the region if they are meeting the requirements of Urban Growth Management Functional Plan, the plan basically states if one is complying with State Land Use Laws. Mayor Mays reported Sherwood is in full compliance and in the Metro region, there are not a lot of City's that are. Mayor Mays praised staff and the many volunteers that serve on our Boards & Commissions that help make this possible.

With no other announcements, Mayor Mays adjourned to a URA Board of Directors meeting.

11. ADJOURN: Mayor Mays adjourned at 7:32pm.

Submitted by:

Sylvia Murphy, CMC, City Recorder

Keith S. Mays, Mayor



RESOLUTION 2011-039

A RESOLUTION ADOPTING 2011 CITY COUNCIL GOALS

WHEREAS, the City reviewed and re-affirmed Council goals at their January 2011 strategic planning meetings; and

WHEREAS, the attached Exhibit 1 is a summary of those goals;

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

Section 1. To adopt the City Council goals attached as Exhibit 1 for the year 2011.

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

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

City of Sherwood Mission

“The City of Sherwood will provide services and infrastructure to support the highest quality of life for our residents, businesses and visitors in a fiscally responsible manner.”

Values

Values are how we do whatever we do, and apply to all goals.

The City of Sherwood Values and Promotes:

- *Quality Services*
- *Fiscal Responsibility*
- *Citizen Participation*
- *Community Pride*
- *Community Partnerships*
- *Community Livability*

2011 Goals

The following *Core Responsibilities* have again this year been identified, reviewed and re-affirmed during strategic planning meetings as the primary purpose of City Government. Following is the over-arching goal that addresses each of these.

Public Safety

Infrastructure

Livability (growth management)

Resident Well Being

Economic Development

Public Safety:

“The City of Sherwood will provide for the safety and security of the community and its citizens.”

Infrastructure:

“The City of Sherwood will provide and maintain infrastructure for its citizens to live, work and play.”

Livability:

“The City of Sherwood will provide opportunity for responsible community development and growth.”

Resident Well Being:

“The City of Sherwood will facilitate the provision of services to encourage a balanced quality of life for its citizens.”

Economic Development:

“The City of Sherwood will promote responsible economic development which benefits the community.”

Council Meeting Date: May 17, 2011

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Craig Sheldon, PW Director

SUBJECT: RESOLUTION 2011-040, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY FOR THE 2011 SLURRY SEAL PROGRAM.

ISSUE: The City has a need to perform a slurry seal program on our street assets.

BACKGROUND: During the 2010-11 budget process, council asked the City Manager to move \$200,000.00 from the General Fund to the Street Fund to perform a slurry seal program. The City is working with Washington County to complete this service using their contract which is for a much larger amount of material than we would use individually and lowers the overall cost of the material by purchasing in bulk. This allows the City to complete more streets due to the overall savings of combining resources with the County.

In this agreement the County plans to contract for approximately 210,000 square yards and the City will seal approximately 80,000 square yards. With oil prices changing on a daily basis the cost of the IGA could change. Our IGA with the County in the amount of \$131,570.92 will provide the contract, bidding, inspection and administrative cost associated with performing the work. The City will need to perform tree pruning at a cost of \$20,000.00, crack sealing at a cost of \$25,000.00 and we are asking for \$23,429.08 in contingency. If contingency isn't needed to cover the cost of oil price increases or other issues that come up, we will add more streets to the list to be completed per the IGA. Both parties agree it is in the best interest to complete this work in a joint manner.

FINDINGS: Failure to adopt the IGA will require Sherwood to bid, contract, and perform inspections and costs could increase per square yard since we won't have the volume of combined material by using the County's contract.

RECOMMENDATION: STAFF RECOMMENDS THAT COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY FOR THE 2011 SLURRY SEAL PROGRAM.



RESOLUTION 2011-040

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY FOR THE 2011 SLURRY SEAL PROGRAM

WHEREAS, Council authorized the allocation of \$200,000 from the general fund to the Street Fund to perform slurry seal work; and

WHEREAS, ORS 190.003-190.110 encourages intergovernmental cooperation and authorizes local government agencies to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, Sherwood has an opportunity to partner with Washington County to provide the 2011 Slurry Seal program at a significant savings to the City.

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

Section 1. The City Manager is authorized to enter into an Intergovernmental Agreement, attached as Exhibit A, with Washington County for the 2011 Slurry Seal Program.

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

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the City of Sherwood, a municipal corporation of the State of Oregon.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: March 1, 2011, or upon final signature, whichever is later.

The expiration date is: December 31, 2011; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by any party to this Agreement by providing 30 (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) Any waiver of one or more provisions contained herein does not constitute a waiver of the entire Agreement or any other provisions contained within.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:
1400 SW Walnut Street
Mail Stop # 51
Hillsboro, OR 97123

Attachment A

Washington County – City of Sherwood
Intergovernmental Agreement
2011 Slurry Seal

1. Washington County (“County”) plans to contract for approximately 210,000 square yards of slurry seal on a variety of county roads as part of County’s 2011 Slurry Seal program.
2. The City of Sherwood (“City”) would like to slurry seal approximately 80,000 square yards on the City road segments listed in Attachment A – 1.
3. The parties agree it is in their best interest to complete this work in a joint manner. Both County and City agree to pay for their portions of the work.
4. City agrees to:
 - a. Grant County, its contractors and subcontractors, permission to enter and use city rights of way for purposes of this agreement.
 - b. Assist the County in field locating the slurry seal limits for all road segments listed in Attachment A – 1.
 - c. Assist the County with field locating the striping pre-marks for Main St. and Sunset Blvd.
 - d. Provide the County with information and assistance under paragraphs 4.a and 4.b above in a timely manner to coordinate with the schedule of the County’s contracted work.
 - e. Provide tree and vegetation trimming on City’s road segments to ensure sufficient accessibility for the contractor’s equipment to perform the work. Tree and vegetation trimming shall occur at least 7 calendar days prior to the start of work.
 - f. Prepare and provide door hangers or other notifications to the property owners on City’s road segments. Notifications will be made no later than 48 hours prior to the commencement of work.
 - g. Pay the actual contracted costs to County to slurry seal the segments of road identified in Attachment A - 1 above as determined under paragraph 6 below (“Share”). City’s Share is estimated to be \$119,609.93. The actual contracted costs, which will be based on the contractor’s bid to County, may differ from the estimate. City shall also be responsible for any additional or unforeseen costs, including but not limited to towing expenses, associated with the City’s Share. City shall also pay an additional 10 percent of its Share for costs associated with County’s administrative and inspection activities (“Administrative Costs”). The Administrative Costs shall be a flat rate and will not be itemized.
 - h. Review and approve, within five (5) calendar days of receipt, the reimbursement request or provide written response with payment adjustment to County.
 - i. Reimburse County within forty five (45) days of receipt of each reimbursement request. The actual construction cost may differ from the construction estimate.
5. County agrees to:
 - a. Perform all aspects of the 2011 Slurry Seal Program, including the areas described in paragraph 2, to include contract and construction management, except as specifically allocated to City.
 - b. Specify that the contractor provide “No Parking” signs for the City’s road segments.

- c. Specify that the contractor place city-provided door hangers on each residence or building a minimum of 48 hours prior to commencement of work.
- d. Specify that work will not commence prior to July 1, 2011.
- e. Specify the following work hour restrictions:
 - i. Main Street and Sunset Blvd: No lane restrictions between 8:30 a.m. and 4:00 p.m. Monday through Friday.
 - ii. All other City road segments: No lane restrictions between 8:00 a.m. and 5:00 p.m. Monday through Friday
 - iii. Slurry seal application must be performed a minimum of two hours prior to opening to traffic.
- f. .
- g. Forward reimbursement requests within 30 days of completed work for City’s Share directly to City. Multiple reimbursement requests may be necessary based on the timing and schedule of the work performed.

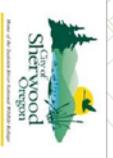
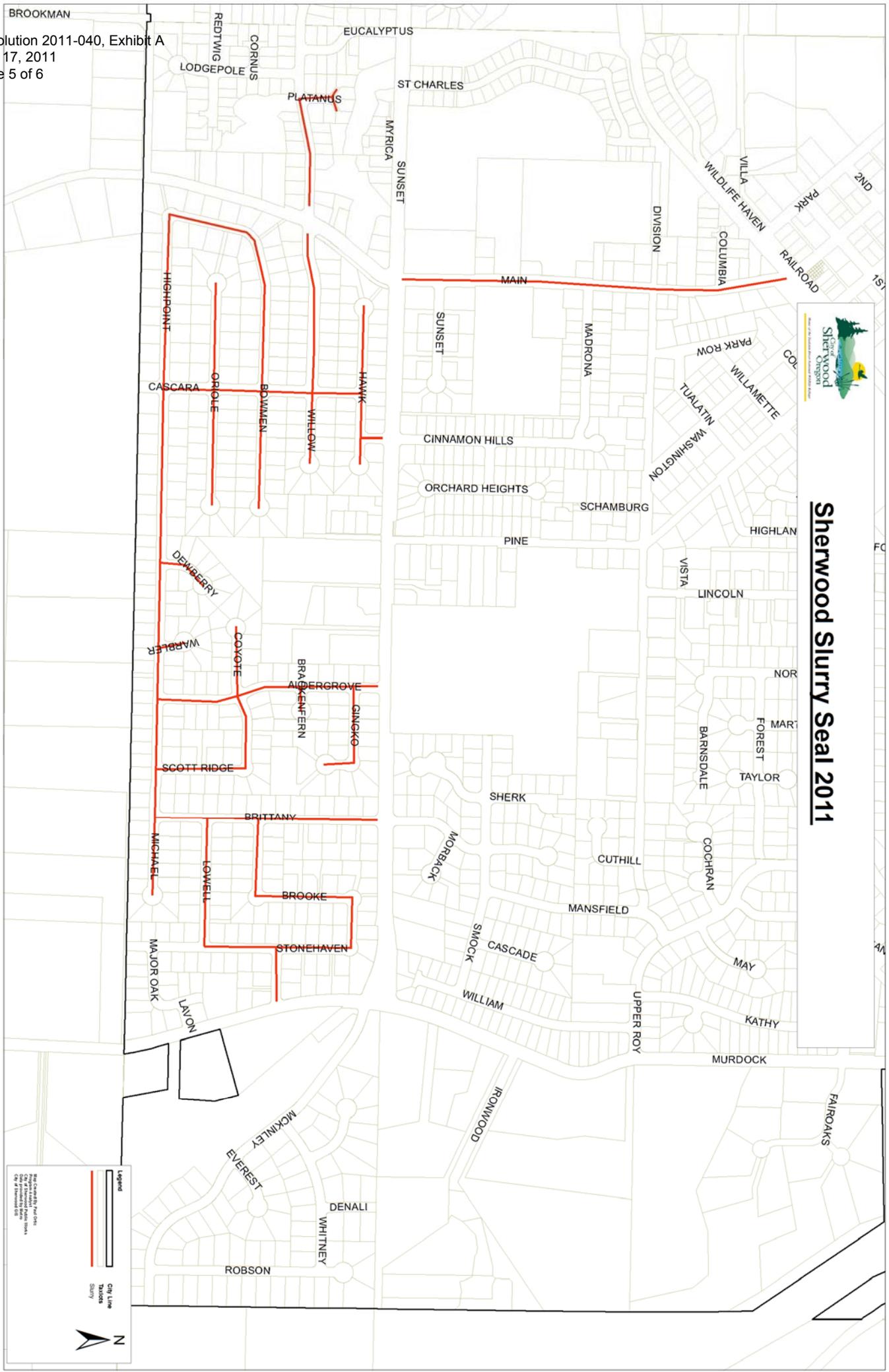
6. Cost Estimate and Actual Cost Calculation:

Contracted Work

<u>Item</u>	<u>Description</u>	<u>Quan</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization (Sherwood)	1	Lump Sum	\$10,000.00	\$10,000.00
2	Temp. Work Zone Traffic Control - complete (Sherwood)	1	Lump Sum	\$20,000.00	\$20,000.00
3	Slurry Seal, Type II	79,737	Sq. Yard	\$1.09	\$86,913.33
4	Mono-Directional White Type 1 Markers	22	Each	\$8.00	\$176.00
5	Bi-Directional Yellow Type 1 Markers	148	Each	\$8.00	\$1,184.00
6	Longitudinal Pavement Markings – Paint	6,683	Lineal Feet	\$0.20	\$1,336.60
				Subtotal	\$119,609.93
				Share Total Estimate	\$119,609.93

Administrative Costs

<u>Item</u>	<u>Description</u>	<u>Quan</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
7	Administrative Costs	1	Lump Sum	10% of Contracted Work	\$11,960.99
				Subtotal	\$11,960.99
				IGA Total Estimate	\$131,570.92



Sherwood Slurry Seal 2011



TO: Sherwood City Council

FROM: Anna Lee, HR Manager

SUBJECT: Resolution 2011-041, a Resolution to ratify the contract agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and to authorize the City Manager to sign the successor Collective Bargaining Agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME);

ISSUE: Should the City Council Approve the signing of the Collective Bargaining Agreement between the City of Sherwood and The American Federation of State, County and Municipal Employees (AFSCME)?

BACKGROUND: After several meetings, the City of Sherwood and AFSCME came to a tentative agreement. The agreement is for a rollover of the current contract with one change:

- Article 22 – Section 1 Wage Scales – Updated with current dates changing the COLA minimum only.
- “Section 1. Wage Scales. Effective each July 1, 2011 and July 1, 2012, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, (Annual Average), minimum 0%, maximum 4%.
- This Agreement is a 2 year contract that will remain in full force and effect until June 30, 2013.

FINDINGS: It is in the best interest of the City of Sherwood to approve this tentative agreement with AFSCME. As it not only addresses the current needs of the department also, the long term goals of the City to recruit and retain quality employees.

RECOMMENDATION: Approval of Resolution 2011-041, a Resolution to ratify the contract agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and to authorize the City Manager to sign the successor Collective Bargaining Agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME);



RESOLUTION 2011-041

A RESOLUTION TO RATIFY THE CONTRACT AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME); AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

WHEREAS, the City of Sherwood and AFSCME members and have been agreed to roll over the current AFSCME Contract with one modification to the contract and reached tentative agreement in April 2011; and

WHEREAS, the City of the City of Sherwood and AFSCME have tentatively agreed to a package settlement of all outstanding issues relating to collective bargaining between the parties; and

WHEREAS, AFSCME ratified the tentative agreement in April 2011; and

WHEREAS, the agreement will remain tentative until ratified by the Sherwood City Council and will be effective upon execution and remain in effect through June 30, 2013; and

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

Section 1. This agreement is approved and ratified by the Sherwood City Council and is approved for adoption. The Agreement is attached as "Exhibit A".

Section 2: The City Manager is hereby authorized to sign the collective bargaining agreement between the City of Sherwood and AFSCME.

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

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHERWOOD

AND

AFSCME LOCAL 1777

July 1, 2011 – June 30, 2013

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PREAMBLE

This Agreement is entered into between the City of Sherwood, Oregon, hereinafter referred to as the "City" and the City of Sherwood Employees Local 1777, 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

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all full-time regular employees and for all part-time regular employees working an average of 20 hours or more per week and excluding managerial, supervisory and confidential employees and employees in the police department bargaining unit.

ARTICLE 2 – DUES DEDUCTION

Section 1. All members of the bargaining unit who are members of the Union as of the effective date of the agreement or who subsequently voluntarily become members of the Union shall continue to maintain membership status in the Union during the term of the Agreement except as expressly modified below.

Section 2. The City will provide for payroll deduction of Union dues and fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the City by the fifteenth (15th) day of the month to be recognized as effective for the subsequent month. The City shall deduct from the end-of-the-month paycheck the amount of dues and initiation fees as certified by the Union and transmit to the designated officer of the Union the total amount deducted. The form of such authorization shall be as follows:

I hereby request and authorize deduction from my earnings an amount sufficient to provide for the regular payment of current monthly union dues, as established by Local Union No. 1777, Oregon AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be monthly remitted to Oregon AFSCME Council 75 and this authorization shall remain in effect during my employment by the entity to which this authorization is directed, as a contract between myself and all other members of the Local Union, unless revoked by me in writing with a copy to the union.

Section 3. Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly

service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Union with the new employee's name, mailing address, telephone number and position for which they were hired. The City will allow a union representative to meet with new employees for up to fifteen (15) minutes on the new employee's orientation day.

ARTICLE 3 - GRIEVANCE PROCEDURE

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

- a. A claim by an employee covered by this agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
- b. A claim by the Union concerning the application of a specific provision or clause of this agreement as it affects a specific member of the Union.

An individual employee who does not wish the Union to pursue a disciplinary grievance (under Section 1(b) hereof) may notify the Union in writing at any time. Such notice shall preclude the union from challenging the disciplinary action in any forum. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

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

Step 1: To commence resolution of a grievance, the employee and/or the Union shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification must occur within seven (7) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support. If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the City Manager and the Union. If a solution is not reached at the meeting, the Union may advance the grievance to Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the Department Head, within fourteen (14) calendar days from the date of the occurrence which gave rise to the problem. The Department Head shall issue a response in writing within fourteen (14) calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Union shall present the grievance to the City Manager or his/her designee within seven (7) calendar days from the date of response from the Department Head, or the date such response was due, not including the day of response. The City Manager or his/her designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: If the grievance is not settled at Step 3, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within fourteen (14) calendar days of the date the decision of the City Manager is received, not including the day of receipt. The parties shall request a list of nine (9) Oregon/ Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. His or her decision will be subject to the preponderance of the evidence standard. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing.

Section 6. All disciplinary action imposed upon an employee in excess of a verbal reprimand may be protested as a grievance through the regular formal grievance procedure, up to and

including binding arbitration. Disciplinary grievances shall be initiated at Step 2 of this procedure, within fourteen (14) calendar days of the occurrence.

ARTICLE 4 - PERSONNEL FILE

Section 1. The City, subject to prior notification, 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 at the employee's own expense. The official personnel file shall be maintained by the City.

Section 2. The employee may respond in writing, within thirty (30) calendar days, to any item placed in his personnel file and such response shall also be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 3. All letters of warning and reprimands may be removed from an employee's personnel file upon request of the employee and approval of their department manager. If such request is denied, the employee may appeal the decision to the City Manager.

Section 4. Employees shall have the opportunity to review and shall sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file.

ARTICLE 5 – POSTING AND FILLING OF VACANCIES

Section 1. Posting of Vacancies. The City will normally post on its website, for not less than five (5) days, notices of job vacancies offered by the City of Sherwood for which employees may apply. The most senior qualified applicant shall be selected when, in the determination of the City, the overall qualifications and abilities of the top two or more applicants are equal. Exceptions to this article include promotions when there is only one employee within a classification series who would qualify for the promotion, vacancies of limited duration or demotion of an employee which is either voluntary or disciplinary.

Section 2. Lateral Transfers. Vacancies may be filled by the voluntary 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 may 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 as outlined in Article 10.

ARTICLE 6 - HOURS OF WORK

Section 1. Work Week / Work Day. The work week shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday.

The regular work day consists of eight (8) or ten (10) consecutive work hours plus an unpaid meal period within any twenty four (24) hour period.

Section 2. Work Schedules. The work schedule shall be determined by the City based on the needs of the City and services to the public. Employees may work the following schedules:

- a. A 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
- b. A 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
- c. A "flexible" work schedule, based on mutual Agreement between the employee and the City, with notification to the union prior to the implementation of the flexible work schedule. Such flexible work schedule will be equal in total hours worked during the pay period to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week, or
- d. A "regular part-time" schedule shall be any schedule to work twenty (20) hours or more per week but less than forty (40) hours per week, or the equivalent on a flexible schedule as set forth in subsection (c) above.
- e. The City may, based on operational need, establish alternative work schedules. The parties specifically agree that an alternative 36/44 schedule may be utilized at the discretion of the Public Works Director for the Public Works Department. The parties agree that if such schedule is utilized, the work week will begin on the middle of the Friday shift for purposes of equalizing the work week to 40 hours per week. Notice of such schedule change will be provided consistent with the labor agreement.

Section 3. Regular Hours. All shifts shall have an established starting and quitting time and that schedule shall be determined by the Department Head.

Section 4. Work Schedule Changes. When the City has knowledge of the need for a change in work schedules, including starting and quitting times, the City shall provide affected employees written notice of the change fourteen (14) days in advance of the change, unless the City lacks knowledge or in instances of unforeseen emergency outside the City's control, in which case the City will provide as much advance notice as possible.

Section 5. Pay for Emergency Schedule Change. The parties agree that employees working in the case of an unforeseen emergency outside the City's control pursuant to Section 4, above, shall be paid time and one-half the employee's regular rate for hours worked outside of the employee's regular hours, as established under Section 3, above. The parties further agree that this overtime premium payment will not pyramid with any other overtime an employee may work during the same workweek.

Section 6. Rest Periods. To the extent possible and consistent with operating requirements of the City, a rest period of fifteen (15) minutes shall be permitted all employees during each scheduled four (4) hour block of work, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each scheduled four (4) hour block of work.

Section 7. Meal Periods. Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work day which shall not be considered on-duty working time. The meal period shall be scheduled as nearly as possible to the midpoint of the employee's scheduled work hours, to the extent possible and consistent with operating requirements of the City.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

ARTICLE 7 - CALL BACK

Section 1. Whenever an employee is called back to perform emergency or unscheduled work, the employee shall receive a minimum of two (2) hours pay.

ARTICLE 8 – OVERTIME/COMPENSATORY TIME

Section 1. An employee shall be paid time and one-half the employee's regular rate for authorized work in excess of forty (40) hours in a workweek, and for emergency schedule changes in accordance with Article 6, Section 5, provided that there shall be no pyramiding of such overtime. Overtime shall be calculated to the nearest quarter hour. Paid time off (excluding holidays) shall not count toward hours worked for purposes of overtime eligibility.

Section 2. Department managers and supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees. Employees will be subject to discipline, up to and including discharge, for unauthorized overtime work.

Section 3. All authorized overtime work by employees, except for exempt classified employees, may be compensated for time off in lieu of pay, at the employees option and upon approval by the City. The compensation rate will be one and one-half (1 ½) hours for each hour of employment worked in excess of the employee's regular forty (40) hour workweek. The maximum accrual is forty (40) hours of compensation time. Such non-exempt employees shall

receive cash payment for all unused compensation time off upon resignation, layoff or dismissal. Such excess of unused compensation overtime shall be paid at the employee's regular rate of pay.

ARTICLE 9 - SENIORITY AND PROBATION PERIOD

Section 1. Seniority. Seniority shall be defined as the total length of continuous service within a classification in the bargaining unit. Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.

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

Section 2. Probationary Period. All appointments, including initial, promotional and lateral transfer appointments, shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) months of consecutive service.

In unusual cases where the responsibilities of a position are such or performance is such, that a longer period is necessary to demonstrate an employee's qualifications, the City may extend the probationary period up to six (6) additional months of consecutive service, as long as such extension is not arbitrary or capricious. The employee and the union shall be notified in writing of any extension and the reasons therefore.

Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification. During the first thirty (30) days of such probationary period, the employee may elect to return to the previous classification. In the event no vacancy exists, the employee will be placed on a recall list and subject to the recall procedures of Article 10, Section 3. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

ARTICLE 10 – LAYOFF AND RECALL

Section 1. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. If a layoff is implemented, layoffs shall be made within each job classification on the basis of merit and fitness, which shall be derived by documented

performance evaluations and other documented performance criteria. If the employees' merit and fitness is not an overriding factor, as determined by the City Manager, who shall not act in an arbitrary or capricious manner, the least senior employee in the affected job classification shall be laid off first.

Section 2. Advance notice will be provided to employees the City intends to layoff as soon as plans are finalized.

Section 3. 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 credits. Employees recalled within twelve (12) months of their date of layoff shall be recalled in the inverse order of layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, 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 two (2) weeks to report if employed elsewhere. If the employee does not accept the assignment or report to work within the times specified, the employee will lose all recall and other seniority rights.

Section 4. No regular employee shall be laid off while temporary employees are retained by the City in the classifications of the employees proposed to be laid off. Temporary employees for purposes of this section are limited to employees hired for the express purpose of performing work created as a result of the layoff, and don't include seasonal or other limited duration employees hired to perform projects distinct from the work created as a result of the layoff.

ARTICLE 11 – WORKING OUT OF CLASSIFICATION

Section 1. When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of ten (10) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof), that employee shall be paid premium pay of five percent (5%).

An employee performing duties out of classification for training and development purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

ARTICLE 12 – BOOT REIMBURSEMENT

Section 1. Employees required to wear protective boots shall be reimbursed up to \$150 per year for such boots upon presentation of a receipt.

Section 2. The City will supply to Public Works Utility Workers any OSHA/OROSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve).

Section 3. Upon supervisory approval, the City will provide rain gear to employees who demonstrate a regular and consistent need for protection from exposure to weather in the performance of their official duties, including but not limited to: Code Compliance, Senior Planner, Associate Planner, Inspectors, Engineering Associate and Senior Project Manager.

ARTICLE 13 - PAID TIME OFF

Section 1. Description. The City shall provide a program of earned time off for regular full and part time employees, which can be used to meet the employees’ needs or desires for paid time off from work. The program was implemented in 1998 with the intent of providing employees with the discretion to use PTO for absences due to illness, medical appointments and other personal health needs of the employee or members of his/her family. To accomplish this intent, sick leave accrual was reduced by three (3) days per year and added to PTO accrual. Use of such days are subject to employee discretion.

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employees’ length of continuous service with the City. Full time employees shall accrue PTO each pay period at the following rate:

Yrs of Continuous Service	Accrual Rate of Pay Period	Yearly Accrual Rate	Maximum Accrual
< 3 years	5.23 hours	17 days	26 days
=>3 years	5.85 hours	19 days	29 days
=> 6 years	6.46 hours	21 days	32 days
=> 9 years	7.08 hours	23 days	35 days
=> 12 years	7.69 hours	25 days	38 days
=> 15 years	8.31 hours	27 days	41 days

Part time employees shall accrue PTO at a prorated rate of full time employees. Eligible employees are paid hours up to the actual scheduled hours worked for the particular day in which time off is requested.

Section 3. Trial Employees. PTO and sick leave accrued during the first six (6) months of continuous service shall not be credited as earned PTO and sick leave until the employee completes the initial probationary period.

Section 4. Maximum Accrual. Leave benefits which are earned may be accrued to a maximum of one and one half (1 ½) times the employee’s annual accrual rate (rounded up). Employees will not accrue or be paid for any leave in excess of one and one half times. However, the City may approve temporary accruals and carryovers of more than the maximum allowable amount

when the employee is unable to take time off due to City staffing and work load requirements, or other legitimate reasons, that in the opinion of the Department Head, make use of accrued paid time off benefits unfeasible. Temporary accruals in excess of the allowable amount shall be approved in writing by the City Manager.

Section 5. Procedure for Use of PTO.

- a. To schedule days off other than for illness or injury, an employee must submit a request to the immediate supervisor as far in advance as possible. All requests will be granted on a “first come, first served” basis. If two or more time off requests are received at the same time, then resolution of the conflicting time off request shall be based on seniority. PTO leave request, 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. 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.
- b. Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO hours cannot exceed the normal working time in any given pay period, except for authorized overtime.
- c. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.

Section 6. Cash Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation or dismissal, unless the employee fails to provide the required notice, if any.

Section 7. Sick Leave Accrual. Full time employees shall accrue eight (8) hours of sick leave per month, which may only be used for absences resulting from injury or illness in excess of one (1) day, or emergency leave. Part time employees shall accrue sick leave at a prorated rate of full time employees. Sick leave will be accrued in a separate bank and employees will not accrue or be paid any sick leave in excess of 720 hours.

Section 8. Applicability. Sick leave benefits may be used by regular employees for absences due to personal injury, illness or temporary disability in excess of one (1) day, 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 the Family Leave Act.

Section 9. PTO Usage with Sick Leave. If an employee misses one day of work for an injury, illness or temporary disability, the first day of paid leave shall come from the bank of accrued PTO leave unless the employee provides notice from a health care provider justifying the need for the leave, in which case an employee may access sick leave accrual immediately. Any

additional leave necessary for an injury, illness or temporary disability in excess of the first day of PTO shall come from the bank of accrued sick leave. When an employee is absent on more than one occasion for the same occurrence, only one day of PTO is required prior to utilizing paid leave from the employees' accrued bank of sick leave.

Section 10. On-the-Job Injury. When an employee is absent from work because of an on-the-job injury, time off will not be charged to sick leave except as provided below. The employee may select one of the following options:

- a. The employee may elect to receive only his/her workers' compensation payments.
- b. The employee may voluntarily turn in their first and all subsequent worker's compensation payments and will, in turn, receive their regular gross wages, and the following will occur:
 1. Employees shall use available sick leave for integration with their workers' compensation payments in order to receive their regular gross wages. In this situation a check for full gross wage will only be received if the employee has available sick leave. Deduction to sick leave shall be proportional to the difference between the workers' compensation payments and regular gross wages.
 2. In the event an employee withholds any of his/her workers' compensation payments, compensation will fall into the integration of sick leave formula described above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next paycheck, or any subsequent checks if there is not a sufficient amount in the next paycheck.

Section 11. Exempt Employees' Administrative Leave. Bargaining unit members who are exempt employees shall receive forty (40) hours of administrative leave each year on January 1st or upon hire in which case the amount of the leave credited will be pro-rated. This administrative leave may be used as soon as it is credited and may not be carried over to the next calendar year.

In consideration of the fact that exempt staff work hours in excess of forty (40) per week, exempt staff will be allowed to flex their schedules upon supervisory approval.

ARTICLE 14 - HOLIDAYS

Section 1. All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
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	4th Friday in November
Christmas Day	December 25th

Section 2. Holiday Pay. Regular full time employees who do not work on a holiday shall receive eight (8) hours holiday pay at their regular rate of pay, provided they have worked or been paid for their last scheduled workday before and their first scheduled workday after the holiday. Regular part time employees working twenty (20) hours or more a week who do not work on a holiday shall receive a portion of the eight (8) hours holiday pay at their regular rate of pay equivalent to the percentage of their hours worked to a full forty (40) hour work week, provided they have worked or been paid their last scheduled workday before and their first scheduled workday after the holiday. An unexcused absence from scheduled work on a holiday will result in loss of holiday pay for that holiday. Employees who work on a holiday will receive their holiday pay in addition to regular pay for work on the holiday or additional time off within the work week in which the holiday falls.

Section 3. Except for employees regularly scheduled to work on a Saturday or Sunday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

ARTICLE 15 - 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 concerning a matter which is not personal to the employee, shall be allowed time off from work without loss of pay or accrued benefits. Any fees received shall be endorsed over to the City for deposit in the City's General Fund, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday.

Section 2. Military Leave. Military leave shall be granted in accordance with state and federal law.

Section 3. Leave with Pay. Except as otherwise established by this agreement in the form of paid time off, holidays, jury duty, emergency leave, in-service training, and the other forms of leave and training specifically identified, leave with pay is not allowed, except by express authorization of the City Manager.

Section 4. Family Medical Leave. Consistent with City policy, an employee may be eligible for Family Medical Leave to care for a spouse, parent, parent-in-law or child with a serious health condition as defined under federal and state law, or sick child requiring home care, for the

employee's own serious health condition as defined under federal and state law, or for parental leave for the birth of a child or for placement of a child under 18 years of age for adoption or foster care. As a general rule, such leave shall not exceed twelve (12) weeks within any twelve (12) month period, except as otherwise required by law. An employee may qualify for more than twelve (12) weeks of leave under OFLA and FMLA.

Where practicable, and subject to the approval of the treating health care provider, the employee shall make a reasonable effort to schedule health care treatment or supervision to minimize disruption of the employer's operations.

An employee returning from a FMLA or OFLA leave will have reinstatement rights pursuant to federal and state law.

Section 5. Emergency Leave.

- a. Generally. When a death or serious illness occurs in an employee's immediate family, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave balance. Emergency leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. All emergency leave shall be approved in writing by the Department Head, setting out the terms, conditions, and length of said leave.
- b. Benefit. Emergency leave may not exceed three (3) workdays in any calendar year unless approved by the City Manager. Emergency leave in excess of three (3) workdays not approved by the City Manager shall be treated as PTO pursuant to the Paid Time Off section, or be treated as leave without pay should all PTO be exhausted.
- c. Definition. "Immediate family" for purposes of this section is defined as spouse, children, grandchildren, parents, grandparents, siblings, mother-in-law, father-in-law, brother or sister-in-law, or any relative residing in the employee's immediate household.

Section 6. Union Leave. One authorized Union representative, upon written request from the Union given 30 days in advance, may be given a short-term leave of absence of up to one week per fiscal year without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the Employer by making requests for such leave in a manner which will minimize interference with the Employer's operations. The Union agrees to reimburse the City for the costs of any benefits the employee earned or enjoyed during the period of unpaid union leave (such as PERS, PTO accrual, sick leave accrual, health insurance benefits, etc.).

ARTICLE 16 - LEAVE WITHOUT PAY

Section 1. Leave without pay may be granted to any regular employee by the City Manager for any period of time up to twelve (12) months for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. 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 when the reduction or denial is in the best business interest of the City.

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. Employees on leave without pay may return to work early, provided notice is given to their department head at least two (2) regular City workdays in advance.

Section 4. Benefits. Paid time off and sick leave benefits are not earned while an employee is on leave without pay. Unless otherwise required by law, 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, though the employee may elect to personally continue such coverage as provided under the terms of such policies. At the City Manager's discretion, an employee may be required to use any earned but unused paid time off and holiday benefits before a leave without pay is granted.

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, if the employee's anniversary date fell during a leave without pay period, the employees' anniversary date shall be adjusted accordingly for the time away on leave, unless otherwise required by law.

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 must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the terms of the Physical Examinations section the certificate shall, if possible, be from the health care provider who previously examined the employee.

ARTICLE 17 - RETIREMENT

Section 1. PERS Enrollment. After six (6) full calendar months of employment, all employees scheduled to work at least six hundred (600) hour per year shall participate in the State of

Oregon Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan. Provided, however, that individuals actively enrolled in PERS as a result of prior employment shall be immediately re-enrolled upon hire. The City shall pay the employee's contribution in addition to the employer's share of the cost of the retirement plan for each employee. Employees do not have the option of receiving this pick up as salary and paying their contribution directly.

ARTICLE 18 - BULLETIN BOARDS

Section 1. The City agrees to allow the union to furnish and maintain a bulletin board in each City facility in which bargaining unit members work. The Union shall use the boards only for notices and bulletins concerning Union matters.

ARTICLE 19 – STEWARDS

Section 1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

Section 2. An authorized Union representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

The employer agrees that accredited representatives of AFSCME may have access to employees in the bargaining unit during business hours, provided the employee and the representative are not on City time and the representative has received managerial approval to be in City facilities. Such access may be permitted on a case by case basis without loss of pay when the City determines, in its sole discretion, that such access is in the best interests of the City and does not interfere with the normal operations of the department.

ARTICLE 20 – INSURANCE

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, and vision insurance coverage for all regular full-time employees and regular part-time employees who work 20 or more hours per week. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council or the insuring agency. The City will pay 87% of the premium cost of the PPO Plan option in place for each tier of coverage for full-time employees. City contributions for part-time employees shall be pro-rated in accordance with City policy. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such

coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full time employee at one and one-half (1 ½) times the employee's annual salary, \$75,000 maximum. The City will also provide \$2,000 life insurance coverage for dependents.

Section 3. Regular, full time employees may enroll in a program of long term disability insurance at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for this plan are paid 50% by the City and 50% by the employee.

Section 4. An optional accidental death and dismemberment plan for all regular, full time employees shall be offered by the City which is equivalent to the current Transamerica AD&D plan. Premiums for this plan will be paid for by the employee.

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

- a. Disciplinary action shall include only the following: Oral reprimand; written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.
- c. Disciplinary action imposed upon an employee, other than oral reprimand, may be processed as a grievance through the regular grievance procedure.

ARTICLE 22 -- COMPENSATION

Section 1. Wage Scales. Effective July 1, 2011, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, (Annual Average), minimum 0%, maximum 4%.

Section 2. Salary Steps. All step increases within the salary matrix established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. This annual evaluation will also include a review of the employee's job description for completeness and accuracy. A performance evaluation may be grieved under Article 3 through Step 3 of the grievance procedure if an employee receives an evaluation which "Does Not Meet Standards." If an employee does not receive his/her annual performance evaluation within two months after the employee's anniversary date, the evaluation will be presumed satisfactory and any step increase due will be granted retroactively to the employee's anniversary date.

Section 3. Two-Step Increments. Employees who have satisfactorily completed five (5) years within the City will receive two-step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation.

Section 4. Unless otherwise prohibited by law, the anniversary date and performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

Section 5. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 6. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 7. Promotion. Upon promotion, an employee will advance to the new salary range and to the step in the new salary which provides at least a 5% increase from the employees former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 8. Reclassification. When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step equal to or higher than the employees former salary step.

Section 9. Probationary Employees. Upon completion of initial trial service or promotional probation, and employee shall be granted a step increase. A new anniversary date will be established upon the date of the successful completion of trial service or promotion probation.

ARTICLE 23 – SAVINGS CLAUSE

Section 1. Should any article, section, or portion of this Agreement or supplement thereto be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect, except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation, and to bring it into conformance. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the agreement is subject to established annual budget procedures. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The City cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The City makes no guarantee as to passage of budget requests, approval thereof, or necessary sources of revenue.

ARTICLE 24 – MANAGEMENT RIGHTS

Section 1. The Union recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the City and its Departments; determining standards and levels of service and methods of operation, including subcontracting, where Union members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days advance notice to the Union, modifying how employees are paid or the dates employees are paid.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains

all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

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

ARTICLE 25 – CONTINUITY OF SERVICES

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

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross a picket line in the line of duty.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. In the event of a violation of this provision by the Union or members of the Union, the City may discipline or discharge any employee involved in such activity.

ARTICLE 26 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and AFSCME Council 75 resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and AFSCME Council 75 where mutually agreeable.

ARTICLE 27 – TERM OF AGREEMENT

Section 1. This agreement shall be effective on July 1, 2011, and shall remain in full force and effect until June 30, 2013.

Section 2. This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st that it wishes to modify the Agreement.

**FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL
1777**

FOR THE CITY OF SHERWOOD

Philip Smith, Local 1777 President

Jim Patterson, City Manager

Date

Date

Rob Wheaton, Council Representative

Date

APPENDIX A

Effective to June 30, 2011, the pay scale for the employees in the bargaining unit will be as follows:

Position	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Library Page 1	1	10.39	10.65	10.91	11.18	11.46	11.75	12.04	12.35	12.65	12.97	13.30
Recreational Assistant												
Library Page 2	2	12.15	12.46	12.77	13.09	13.41	13.75	14.09	14.44	14.81	15.18	15.56
Admin Asst I	3	13.98	13.98	13.98	13.98	13.98	13.98	13.98	13.98	13.98	13.98	13.98
Library Asst I												
Recreation Specialist												
Admin Asst II	4	15.79	16.18	16.59	17.00	17.43	17.86	18.31	18.77	19.24	19.72	20.21
Library Asst II												
Maint Wkr I												
Admin Asst III	5	17.52	17.96	18.41	18.87	19.34	19.83	20.32	20.83	21.35	21.89	22.43
Maint Wkr II												
Engineering Tech I												
Finance Tech	6	19.28	19.76	20.25	20.76	21.28	21.81	22.36	22.92	23.49	24.08	24.68
Code Compliance/Evid Tech												
Department/Program Coord												
Maint Wkr III												
Permit Specialist												
Public Works Tech												
Mechanic												
Assistant Planner	7	21.01	21.54	22.08	22.63	23.20	23.78	24.37	24.98	25.60	26.24	26.90
Librarian												
Maintenance Worker Lead												
Accountant												
Court Administrator												
Associate Planner	8	22.90	23.48	24.06	24.66	25.28	25.91	26.56	27.22	27.90	28.60	29.32
CADD/GIS Tech												
Engineering Associate I												
Inspector I												
Inspector II	9	24.74	25.36	25.99	26.64	27.31	27.99	28.69	29.41	30.14	30.90	31.67
Senior Accountant												
System Technician												
Business System Analyst	10	26.47	27.14	27.82	28.51	29.22	29.95	30.70	31.47	32.26	33.06	33.89
Senior Planner												
Sr. Project Manager	11	28.32	29.03	29.76	30.50	31.26	32.04	32.85	33.67	34.51	35.37	36.26

FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 75, LOCAL 1777

FOR THE CITY OF SHERWOOD

Rob Wheaton, Council Representative

Jim Patterson, City Manager

Philip Smith, Local 1777 President

Date

Date

TO: Sherwood City Council
FROM: Craig L. Gibons, Finance Director

SUBJECT: Resolution 2011-042, a Resolution providing for the creation of a new fund and the reclassification of an existing fund

ISSUE:

Staff is proposing a change in the City's fund structure and classification for two reasons. 1) To meet generally accepted government accounting standards, the City's fund structure must have properly classified funds. 2) To meet management and council's desire for financial accountability, the fund structure must present information clearly and in a manner that illuminates dedicated revenues and their associated expenditures.

The existing Street Fund combines all transportation system costs into one fund. This configuration provides simplicity but sacrifices clarity of information. This clarity is critical in a fund that relies on dedicated revenues.

There are two "programs" in the existing Street Fund: an operations program and a capital project program. The operations program is funded by gas tax, highway apportionment, and user fees. By isolating this income stream and its associated expenses in a separate fund, the financial status of the program will be readily apparent.

Concurrently, establishing a new fund for street capital projects will isolate the revenues and expenses for those activities, giving a clear picture of capital projects funding.

The Street Fund is currently classified as an Enterprise fund. With this change the Fund will be more appropriately classified as a Special Revenue fund.

These changes are spelled out in the attached resolution.

RECOMMENDATION

Staff recommends that the Council adopt Resolution 2011-042 a resolution providing for the creation of a new fund and the reclassification of an existing fund.



RESOLUTION 2011-042

A RESOLUTION PROVIDING FOR THE CREATION OF A NEW FUND AND THE RECLASSIFICATION OF AN EXISTING FUND

WHEREAS, the Financial Policies of the City of Sherwood call for an orderly and logical fund structure, and

WHEREAS, the City of Sherwood recognizes the need for increased clarity of financial information related to revenues and expenditures for creating transportation-related infrastructure, and

WHEREAS, establishing a Street Capital Projects Fund will serve this purpose, and

WHEREAS, pursuant to current fund accounting standards, the existing Street Fund can and should be reclassified from an *Enterprise Fund* to a *Special Revenue Fund*.

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

Section 1: To create a Street Capital Projects Fund for the purpose of receiving revenues and tracking expenses for creation of transportation system infrastructure.

Section 2: To classify this new Fund as a *Capital Projects Fund*.

Section 3: To reclassify the existing Street Fund as a *Special Revenue Fund*

Section 4: To make these changes effective on June 30, 2011

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Council Meeting Date: May 17, 2011

Agenda Item: New Business

TO: Sherwood City Council

FROM: Brad Crawford, IT Director

SUBJECT: Resolution 2011-043 Authorizing the purchase of a Cisco Phone System and Network Equipment

ISSUE: Should the City purchase a city wide Cisco phone system and equipment at a total cost of \$125,545.76 over five years.

BACKGROUND: The City's current phone system was purchased in 2002 and has begun to show its signs of wear. The city was informed that major components of this phone system have been classified as "End of Life" and are no longer being supported by the manufacture. Additionally, many of the key efficiency features of modern systems are not available or are limited in the city's current phone system.

In researching phone system options it was uncovered that Cisco Systems is one of the leading telephone system manufactures. The City of Sherwood currently utilizes Cisco equipment in other areas of its network; therefore IT staff is very familiar with the administration and support of their products.

The City found that by purchasing a new phone system it can save (directly and indirectly) about \$7,000 per year in telephone services. Also, by combining some associated network equipment outlined in the IT Departments Network Master Plan it could save roughly \$5,000 in equipment costs. This network equipment is budgeted in FY10/11 and was in the proposed FY11/12 budget. By combining these two budgeted projects the city could save money in the short term and extend the cost out to future years when financial times may be better. This proposed purchase is being made using a Western States Contracting Alliance (WSCA) contract.

FINANCIALS: Funds are budgeted and available for the complete purchase of this phone system and equipment. However, staff recommends the 0% lease option over five (5) years that the manufacture is offering the City of Sherwood. This lease option includes a one (1) dollar buy out at the end of the term.

FINDINGS: In order to maintain reliable and cost effective service the City needs to purchase a new phone system and the associated network equipment. Without the purchase of this equipment the city could risk the failure of key phone system components and delay the implementation of the Network Master Plan.

RECOMMENDATION: STAFF RECOMMENDS COUNCIL AUTHORIZE THE PURCHASE OF CISCO PHONE SYSTEM and NETWORK EQUIPMENT.



RESOLUTION 2011-043

A RESOLUTION AUTHORIZING THE PURCHASE OF A CISCO PHONE SYSTEM AND NETWORK EQUIPMENT

WHEREAS, the City of Sherwood provides phone service at three city facilities and to 90 telephones

WHEREAS, the city’s current phones system was purchased in 2002 and is becoming unsupported by the manufacture.

WHEREAS, State contracting rules allow for the purchase using cooperative purchasing agreements

WHEREAS, the City selected a Cisco Phone System and related Network Equipment using a Western States Contracting Alliance contract.

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

Section 1. The City Manager is authorized to purchase a Cisco Phone System and associated equipment in the amount of \$125,545.76.

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

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder



ORDINANCE 2011-007

AN ORDINANCE ADDING A NEW CHAPTER 12.24 TO THE SHERWOOD MUNICIPAL CODE RELATING TO FEES FOR STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, AND DECLARING AN EMERGENCY

WHEREAS, the Charter of the City of Sherwood provides that the city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically stated each of those powers, and all such powers not otherwise vested are vested in the City Council; and

WHEREAS, such powers include the authority to establish fees and charges in the manner required by law; and

WHEREAS, the City by and through its City Council deems it appropriate to set forth a mechanism for adoption of fees related to streets, sidewalks and other public places; and

WHEREAS, this ordinance constitutes a proposed amendment to the Sherwood Municipal Code with respect to the establishment and modification of fees, rates and other charges that must be in effect prior to the start of the fiscal year beginning July 1, 2011, and therefore an emergency exists which justifies this ordinance taking effect immediately upon its adoption by the Council in order to assure street maintenance and operation, and construction of pedestrian pathways in furtherance of the public health, safety and welfare; and

WHEREAS, the proposed amendment was reviewed by the City Attorney for compliance and consistency with the Charter and applicable state regulations and found to be fully compliant.

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

Section 1. There is hereby added to the Sherwood Municipal Code a new Chapter 12.24, "**COUNCIL AUTHORITY – FEES, RATES AND CHARGES**" with one section 12.24.010, to read as follows:

12.24.010 Authority to establish fees, rates and other charges related to the construction, maintenance and operation of streets, sidewalks, pedestrian pathways, and other public places.

The City Council may by Resolution establish such fees, rates and other charges as it deems appropriate to fund construction, maintenance and operation of streets, sidewalks, pedestrian pathways and other public places, together with procedures for their imposition and collection. Any fees, rates or charges established pursuant to this Section shall be included on a schedule to be kept in the city recorder's office and

available to the public for review. Such fees, rates and other charges may be altered, amended or modified from time to time by Resolution of the City Council. Any adoption or amendment of a fee, rate or charge shall be done consistent with applicable law.

Section 2. The City Manager or designee is hereby directed and authorized to take such action as may be necessary to document this amendment, including necessary updates to Title 12 of the Sherwood Municipal Code in accordance with applicable City ordinances and regulations.

Section 3 – Emergency Declared - Effective Date. This ordinance constitutes a proposed amendment to the Sherwood Municipal Code with respect to the establishment and modification of fees, rates and other charges that must be in effect prior to the start of the fiscal year beginning July 1, 2011. The Council hereby declares that an emergency exists and this ordinance shall take effect immediately upon its adoption by the Council in accordance with the City Charter.

Duly adopted by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Luman	_____	_____
Langer	_____	_____
Butterfield	_____	_____
Folsom	_____	_____
Henderson	_____	_____
Grant	_____	_____
Mays	_____	_____

TO: Sherwood City Council

FROM: Tom Pessemier, Community Development Director

SUBJECT: **Street Utility Fee Update, Resolution 2011-044**

ISSUE: Should the City repeal the existing Street Utility Fee and adopt a revised fee?

BACKGROUND: In 2007 Staff developed an interim methodology for assessing street utility fees. That Street Fee did not create sufficient fees to provide for an adequate street maintenance and lighting program but did allow for additional funds to be created until a new methodology could be developed and implemented.

Staff has implemented pavement management and rating software that has calculated the required revenue to maintain a Pavement Condition Index (PCI) of 80 in 2020. Staff has multiple years of data to determine the cost of running a comprehensive street lighting program.

Staff has discussed the proposed methodology with City Council at a work session and with the Budget committee.

Staff believes that an adequate street maintenance and lighting program provides the following benefits to the citizens.

- (a) Reduction in accidents
- (b) Safer and easier pedestrian traffic
- (c) Prevention of crime and aiding police protection
- (d) Facilitation of traffic flow
- (e) Promotion of business and industry
- (f) Promotion of community spirit and growth

Legal counsel has recommended passing this resolution after the Ordinance authorizing fees for streets, sidewalks and other public places.

FINDINGS: Staff is proposing a flat street utility fee for single family residential utility customers, a fee for each Equivalent Dwelling Unit (EDU) for multi-family customers and a fee for each Equivalent Service Unit (ESU) for non-residential customers. Staff is proposing that the rate be set to maintain a PCI rating of 80 at 2020 and to include an index for inflation.

Staff calculates that the initial overall rate for each class of customers to be as follows:

Single Family Residential: **\$5.01** per residence
Multi-Family Residential: **\$5.01** per EDU
Non-Residential: **\$2.66** per ESU

Staff has also discussed additional pedestrian pathway construction fees and a sidewalk maintenance fee that if also adopted under separate legislation would change the rate as follows:

Single Family Residential: **\$5.53** per residence
Multi-Family Residential: **\$5.53** per EDU
Non-Residential: **\$2.82** per ESU

The rate is not set in this legislation and the final rate will be adopted in the City of Sherwood Fee Schedule for FY12.

Legal Counsel has reviewed the proposed resolution.

RECOMMENDATION: A motion to adopt Resolution 2011-044.



RESOLUTION 2011-044

A RESOLUTION REPEALING RESOLUTION 2007-058, ADOPTING AN UPDATED STREET UTILITY FEE AND ESTABLISHING A GOAL FOR STREET OPERATING CONDITIONS

WHEREAS, the City has demand for services, particularly street maintenance, maintenance engineering, and lighting, greater than can be adequately funded using the City's current financial resources and revenues; and

WHEREAS, the City has the authority to create specific fees for services that the City provides to its residents; and

WHEREAS, the City has reviewed a variety of revenue options and believes, as a result of that review, that a street utility fee collected as a part of water and sewer utility billings is an appropriate mechanism to pay the costs associated with the provision of street lights and road maintenance services in the City; and

WHEREAS, the principal purpose of street lighting is to produce quick, accurate and comfortable vision at night; and

WHEREAS, the principal purpose of road maintenance is to ensure City roads are in proper operating condition; and

WHEREAS, these qualities combine to safeguard, facilitate and encourage vehicular and pedestrian traffic; and

WHEREAS, good street lighting and road maintenance provides several economic and social benefits to the public, including:

- (a) Reduction in accidents
- (b) Safer and easier pedestrian traffic
- (c) Prevention of crime and aiding police protection
- (d) Facilitation of traffic flow
- (e) Promotion of business and industry
- (f) Promotion of community spirit and growth; and

WHEREAS, City residential customers currently pay over 90% of the existing street utility fees.

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

Section 1: The City establishes a goal to maintain a Pavement Condition Index (PCI) of 80 in the year 2020.

Section 2: (1) It is the intent of this resolution to provide a utility-based funding mechanism to pay for benefits conferred on City residents and businesses by street lights and road maintenance using the authority conferred upon the City by Charter.

(2) The structure of this street utility fee is intended to be a fee for service and not a charge against property. The person responsible for paying the water and sewer utility charges is responsible for paying the street utility fee, which in most cases is the occupant of improved property. Therefore, the fee is not necessarily imposed on the owner of the property and no provision is made herein for making unpaid charges a lien on the owner's property.

(3) The obligation to pay street utility fees arises when a person responsible uses street services. It is presumed that street services are used whenever there is an improved occupied premise.

(4) Unless another person responsible has agreed in writing to pay and a copy of that writing is filed with the City, the person(s) paying the water and/or sewer utility charges shall pay the street utility fee. A request for water or sewer service will automatically initiate appropriate billing for street lighting services. If there is no water or sewer service to the property or if water and sewer service is discontinued, the street utility fees shall be paid by the person(s) occupying the property.

(5) Street utility fees shall be collected on the same billing cycle as City water charges. Charges for the street utility fee shall be included on the utility billing sent to City water customers.

(6) All street utility fees shall be placed in the street fund and shall be used for the installation, maintenance, engineering, administration and operation of street lights and for road maintenance activities.

Section 3: (1) The street utility fee established in Resolution 2007-058 is hereby continued, but shall be established at a level sufficient to maintain a PCI goal level of 80 by the year 2020 in accordance with the annual budget process as set out in Section 3 below.

(2) The street utility fee collection shall be administered based on the following:

- Single family residential customers will be charged for one account for each residence.
- Multi-family accounts will be charged based on total number of Equivalent Dwelling Units (EDU) per account.
- Non-residential accounts will be charged based on the total number of Equivalent Service Units (ESU) per account.

Section 4: (1) The street utility fee shall be indexed to rise at a rate equal to the Oregon Department of Transportation (ODOT) four quarter moving average construction cost index or by the Seattle, WA ENR Construction Cost Index if ODOT does not produce the index in a timely manner.

(2) The amount of the street utility fee shall be included in and adopted as part of the annual schedule of fees adopted by the City Council, with opportunity for public comment as required by ORS 294.160.

Section 5: Resolution 2007-058: A RESOLUTION ADOPTING A STREET UTILITY FEE AND ESTABLISHING RATES FOR RESIDENTIAL AND NON-RESIDENTIAL USES is repealed as of the effective date of the new street utility fee set out in Section 6 below.

Section 6. This Resolution shall take effect immediately upon its adoption by the City Council. The updated street utility fee established herein shall be effective July 1, 2011 in conjunction with the effective date of the City FY 2011-12 budget and adopted fee schedule for the City.

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

TO: Sherwood City Council

FROM: Tom Pessemier, Community Development Director

SUBJECT: **Resolution 2011-045, Time limited pedestrian pathway construction fee**

ISSUE: Should the City adopt a time limited pedestrian pathway construction fee to provide safety near school areas?

BACKGROUND: The City of Sherwood has developed over time and there are some areas of high pedestrian traffic consisting mostly of school students that do not have adequate and safe pedestrian ways to get to school. There has not been a funding source to create pedestrian way connections including sidewalks or asphalt pathways.

Staff has reviewed multiple funding options and believes that the best way to adequately address the situation is to add a street utility fee to provide pedestrian pathways near schools.

Staff has discussed the proposed fee with City Council at a work session and with the Budget committee.

Legal counsel has recommended passing this resolution after the Ordinance authorizing fees for streets, sidewalks and other public places.

FINDINGS: Staff is proposing a flat street utility fee for single family residential utility customers, a fee for each Equivalent Dwelling Unit (EDU) for multi-family customers. Staff is proposing to raise approximately \$250,000 over the next 5 years to fund construction and would like to accelerate the construction if possible by looking and financing options to be repaid by the adopted fee.

Staff calculates that the initial overall rate for each class of customers to be as follows:

Single Family Residential: **\$0.52** per residence

Multi-Family Residential: **\$0.52** per EDU

Non-Residential: **\$0.00** per ESU

Staff has discussed the entire street fee cost including additional pedestrian pathway construction fees and a sidewalk maintenance fee that if also adopted under separate legislation would change the rate as follows:

Single Family Residential: **\$5.53** per residence

Multi-Family Residential: **\$5.53** per EDU

Non-Residential: **\$2.82** per ESU

The rate is not set in this legislation and the final rate will be adopted in the City of Sherwood Fee Schedule for FY12

Legal Counsel has reviewed the proposed resolution

RECOMMENDATION: A motion to adopt Resolution 2011-045.



RESOLUTION 2011-045

A RESOLUTION ADOPTING A TIME-LIMITED PEDESTRIAN PATHWAY CONSTRUCTION FEE NEAR SCHOOLS

WHEREAS, the City has areas of high pedestrian traffic near schools that do not have safe pedestrian access; and

WHEREAS, there is no existing financial mechanism to construct sidewalks or pedestrian paths near schools; and

WHEREAS, the City has the authority to create specific fees for services that the City provides to its residents; and

WHEREAS, the City has reviewed a variety of revenue options and believes, as a result of that review, that a time limited pedestrian pathway construction fee collected as a part of water and sewer utility billings is an appropriate mechanism to pay the costs associated with the provision of pedestrian pathways near schools in the City; and

WHEREAS, the principal purpose of sidewalks and pathways is to provide safe pedestrian access, and this is of particular concern near schools; and

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

Section 1: (1) There is hereby established a time-limited pedestrian pathway construction fee for a period of 5 years to raise funds to construct pedestrian pathways in the vicinity of school areas.

(2) Pedestrian pathways shall be either a concrete sidewalk adjacent to roadways or asphalt walkways adjacent to roadways or in public easements if the City Manager determines that an asphalt walkway is more appropriate than a concrete sidewalk in the particular instance, given right of way configuration, construction limitations, pedestrian safety, topography or other similar relevant considerations.

(3) The City shall use fees collected pursuant to this Resolution to construct pedestrian pathways on the pedestrian pathway construction list as identified below:

- One side of Edy Road east of Copper Terrace
- Missing sidewalk segments near Laurel/Edy Ridge schools
- Missing sidewalk segments near Middleton Elementary school

(4) The City may add additional projects to the construction list above by amending this resolution.

Section 2:

(1) All fees generated by this Resolution shall be placed in the street fund and shall be used for the installation, maintenance, engineering, administration and operation of pedestrian pathways as identified herein.

(2) The City shall seek other alternative means of financing the construction of these projects so they may begin as soon as practical. Reimbursement to those alternative funding sources is hereby authorized from funds collected pursuant to this Resolution as those funds become available.

(3) It is the intent of this resolution to provide a utility-based funding mechanism to pay for benefits conferred on City residents and businesses by pedestrian pathways near schools using the authority conferred upon the City by Charter.

(4) The structure of this pedestrian pathway construction fee is intended to be a fee for service and not a charge against property. The person responsible for paying the water and sewer utility charges is responsible for paying the fee, which in most cases is the occupant of improved property. Therefore, the fee is not necessarily imposed on the owner of the property and no provision is made herein for making unpaid charges a lien on the owner's property.

(5) The obligation to pay pedestrian pathway construction fees arises when a person responsible uses street services. It is presumed that street services are used whenever there is an improved occupied premise.

(6) Unless another person responsible has agreed in writing to pay and a copy of that writing is filed with the City, the person(s) paying the water and/or sewer utility charges shall pay the pathway construction fee. If there is no water or sewer service to the property or if water and sewer service is discontinued, the pathway construction fee shall be paid by the person(s) occupying the property.

Section 3:

(1) The fee for pedestrian pathways shall be reviewed and approved annually as a part of the budget process and should be set at an amount calculated to generate sufficient funds to construct the pathways identified on the pedestrian pathway construction list.

(2) The amount of the pathway construction fee shall be included in and adopted as part of the annual schedule of fees adopted by the City Council, with opportunity for public comment as required by ORS 294.160.

(3) The fee for pedestrian pathways shall be administered in the same manner as the street utility fee established by Resolution of the City Council, and collected on City water bills together with the street utility fee.

Section 4:

This Resolution takes effect immediately upon its adoption. The effective date of the pedestrian pathway fee shall be July 1, 2011. The pedestrian pathway fee shall sunset on June 30, 2016 unless extended by an amending resolution.

Duly passed by the City Council this 17th day of May 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

Field House

Monthly Report April 2011

<u>April-11</u>	<u>Apr-11</u>		<u>YTD</u>	
<u>Usage</u>	<u>Count</u>	Est. <u>People Served</u>	<u>Count</u>	Est. <u>People Served</u>
Leagues	3	330	31	5294
Rentals	50	1300	685	20168
Other (Classes)			4	58
[1] Day Use	10	119	84	912
Total Usage		1749		26432

FY 10-11

<u>Income</u>	<u>Apr-11</u>	<u>YTD</u>
Rentals	\$2,975.00	\$46,929.00
League fees (indoor)	\$7,999.00	\$63,239.00
Card fees (indoor)	\$80.00	\$3,162.00
Day Use	\$208.00	\$1,745.00
Merchandise		
Snacks	\$495.50	\$5,333.00
Classes		\$2,336.25
Total Income	\$11,757.50	\$122,744.25

FY 09-10

<u>Income</u>	<u>Apr-10</u>	<u>YTD</u>
Rentals	\$1,428.75	\$35,179.25
League fees (indoor)	\$2,670.00	\$72,784.00
Card fees (indoor)	\$100.00	\$5,059.07
Day Use	\$286.00	\$1,227.00
Merchandise		
Snacks	\$397.75	\$4,126.00
Classes	\$420.00	\$1,320.00
Total Income	\$5,302.50	\$119,695.32

Active Rec happenings during the month of April 2011

Youth lacrosse played forty games at Snyder Park and the high school turf field during April.

Spring soccer played five games at Snyder Park during the month.

Youth softball was lucky enough (weather wise) to get in a Jamboree for the Rec teams on April 23rd an all day event that had 18 to 20 teams playing at the high school.

Youth softballs were able to get in 10 Recreation league games.

Youth softball also held their first tournament of the year April 30th May 1st hosting 12 teams from around the greater Portland area.

Youth baseball was able to hold about 15 practice games during the month normally would have had double that but the weather has not helped.

There was a youth Track Meet held on April 16th co-hosted by the high school track team and the youth track club. This brought in 250 kids and their parents for the day.

Respectfully Submitted

May 2, 2011

Lance Gilgan

Sherwood Public Library – April 2011

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
Check out	34,063	29,548	+15% (13.5% self-check)
Check in	25,472	24,112	+5.6%

- New Library cards 87
- Volunteer hours 171.50 hours (24 volunteers)

Monthly Activities

- Twenty-eight Baby, Preschool and Toddler Storytimes (815 children/546 adults = 1361 total)
- Three Read-to-the-Dogs programs – New teams on Saturdays (Kevin & Jazz) and Friday (Kaye & Summer) afternoons
- Magazine Monday (free magazine giveaway)
- 04/06-08 Oregon Library Association Conference in Salem (5 full-time staff members attended)
- 04/08 Youth Services Librarian Sue Decker hosted a class visit
- 04/10 Free Drop-in Writing Workshop for Adults (21 attendees)
- 04/10-16 National Library Week
- 04/12 Supervising Librarian Jenny Swanson took part in filming the City's public service announcement
- 04/13 Library Manager Pam North attended a "How to Write an RFP" workshop
- 04/13 Volunteer Appreciation Event

- 04/16 7th Annual Hearing Voices Event – “A Tropical Story Bouquet” presented by Hawaiian storyteller Jeff Gere (37 attendees)
- 04/19 Library Assistant II Crystal Garcia attended Workplace Recovery Training
- 04/20 Library Advisory Board Meeting
- 04/27 City Budget Committee Meeting
- 04/30 Annual Friends of the Library Used Book Sale
- Volunteer recruitment and training continues & new volunteers begin shifts
- Sherwood Foundation for the Arts & Friends of the Sherwood Library “Altered Books” project continues
- Federal tax forms available for public - State no longer provides forms for distribution
- Library Assistant II Pinn Crawford staffs virtual library reference services - L-Net & InfoQuest.
- Library staff attended various regional, City and WCCLS meetings: WUG, Circulation, Cataloging, Policy Group, Youth Services, Safety, Benefits and OLA/Public Library Division Board