



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, March 1, 2016

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

5:30 pm Executive Session
(ORS 192.660(2)(i), Performance Evaluation)

6:00 pm City Council Work Session

7:00 pm City Council Regular Meeting

URA Board Work Session
(to follow City Council meeting)



Home of the Tualatin River National Wildlife Refuge

5:30 EXECUTIVE SESSION

1. **ORS 192.660 (2)(i), Performance Evaluation**
(Tom Pessemier)

6:00 PM WORK SESSION

1. **Boards & Commissions, Code Clean up and Review**
(Tom Pessemier)

REGULAR SESSION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

- A. **Approval of February 16, 2016 City Council Meeting Minutes**
- B. **Resolution 2016-010 Authorizing the City Manager to sign the Collective Bargaining Agreement (CBA) between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME)** (Tom Pessemier)
- C. **Resolution 2016-011 Establishing a Paid Time Off Cash Out Policy for Senior Leadership; Amending the Employment Agreements for the City Manager, City Recorder, and City Attorney to Incorporate Said Policy** (Josh Soper, City Attorney)

6. PRESENTATIONS

- A. **Proclamation, National Community Development Week**
- B. **Proclamation, 10th Annual McCabe Real Estate Group's, Egg Hunt for Hope**
- C. **Water System Plan Financial Update** (Deb Galardi with Galardi Rothstein Group)

7. CITIZEN COMMENTS

8. NEW BUSINESS

- A. **Resolution 2016-012 Adopting FY2016-17 City Council Goals and Work Plan**
(Joseph Gall, City Manager)

AGENDA

SHERWOOD CITY COUNCIL March 1, 2016

5:30 pm Executive Session

6:00 pm Work Session

7:00 pm Regular Meeting

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

9. CITY MANAGER REPORT

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN to URA Board Work Session

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 Thursday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the Sherwood YMCA, the Senior Center, and the Sherwood Post Office. Council meeting materials are available at the Sherwood Public Library. **To Schedule a Presentation before Council:** If you would like to schedule a presentation before the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or murphys@sherwoodoregon.gov



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
February 16, 2016

WORK SESSION

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 5:35 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Councilors Linda Henderson, Sally Robinson, Dan King, and Jennifer Kuiper. Council President Harris and Councilor Brouse via conference call.
3. **STAFF PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Chief Jeff Groth, Community Services Director Kristen Switzer, Administrative Assistant Colleen Resch and City Recorder Sylvia Murphy.
4. **TOPICS:**

A. Possible Charter Amendments

City Attorney Josh Soper discussed the election calendar for 2016 and said there are three options. The May 17 election has a filing deadline of February 26, the September 20 election has a filing deadline of July 1 and the November 8 election has a filing deadline of August 19. Discussion followed regarding cost and voter turnout.

He spoke of the areas of possible Charter amendments and said the first is improving the language regarding the first and second readings for an ordinance. He explained that the League of Oregon Cities model ordinance has similar language. He noted City Manager Gall sent the Council examples of language from other cities (see record, Exhibit A). He stated most cities do a first and second reading and there is some variation in the language and our language requires approval at both meetings. He asked the Council for feedback on this issue. Council agreed that the Charter language could be clarified and placed on the November 2016 ballot with regards to the language of a first approval and second approval which is currently confusing.

He said the second possible Charter amendment is changing the Municipal Judge and City Recorder reporting structure. He noted City Manager Gall sent the Council information (see record, Exhibit B) which shows that most City Recorders report to the City Manager as opposed to the City Council and most Municipal Judges report to the City Council. He asked the Council for feedback regarding the need for a possible amendment and the urgency. Council agreed that the November 2016 election would be appropriate. Discussion followed about the difficulty of having a council of 7 reviewing the performance and salary of the City Recorder and coming up with a consensus. Council comments were received that

they are policy makers as opposed to human resource managers and suggested having the voters decide the City Recorder's reporting structure. He asked for feedback on the Municipal Judge reporting structure. Council commented on the lack of contact they have with the Municipal Judge and questioned why he reports to Council. Mr. Soper discussed a possible potential conflict of interest and the Council agreed to discuss this issue at a later time in case Sherwood decides to contract police services with Washington County.

Mr. Soper said the third possible Charter amendment is to provide stipends to City Council (see record, Exhibit C). He commented on Government Ethics law and said it used to be common place for governing bodies to vote to change their own compensation. He said the law now has shifted to the notion that the people voting for compensation cannot benefit from it. He stated he will check with the Government Ethics Commission to determine their current ruling on the matter and stated that if compensation were approved by the Council it will require some type of phasing-in and would need to be approved by the voters.

Councilor Brouse said she is opposed to a stipend when the City is unable to fully fund projects and public safety.

Council President Harris stated that she supports a small stipend which will provide a different caliber of citizens wanting to be on Council and noted it is common place. She said as a volunteer it costs her money for childcare to attend meetings.

Councilor Kuiper stated she supports a small stipend to cover her time off from work and suggested a couple hundred dollars.

Councilor Robinson stated she supports a stipend and commented on the amount of meetings she attends and her childcare costs.

Mayor Clark stated she supports a stipend and said this should be a position of service open to everyone and by not providing a stipend it eliminates those that can't afford to serve. Discussion followed regarding who would determine the amount of the stipend and Mr. Gall said the Charter now states that Council cannot be compensated and that language would need to be removed and they could research how other cities determine compensation. Council directed staff to bring back the issue for further discussion and agreed that the November 2016 election would be appropriate.

Mr. Soper stated the fourth possible Charter amendment is consideration of changing the Mayor's term to a 4 year term. Mr. Gall provided information from other cities (see record, Exhibit D) which illustrated that Sherwood is in the minority with a 2 year term and a 4 year term is the most common. He noted a Charter amendment changing the term could be placed on the November 2016 ballot and if passed, could be effective for the next term of the Mayor which starts in January 2017. Discussion followed regarding being consistent with our neighbors, the learning curve of council members, the cost of elections, the length and continuity of city projects. Council directed staff to bring back the issue for further discussion along with language regarding term limits and agreed the November 2016 election would be appropriate.

B. City Recorder Compensation

Mr. Soper said in relation to the City Recorder's 2015 evaluation which was completed in January, direction was given to Council President Harris to come back with a compensation recommendation. He noted that process did not go as smoothly as anticipated and will now be discussed in this work session.

Councilor King asked how Council President Harris determined a proposed 2% increase. Council President Harris stated the City Recorder's pay scale is topped out and she was under the impression that Council had to provide a merit raise so she suggested 2% to stay within the confines of the contract. She noted that nobody wants to be overpaid for their position because it makes it very precarious. She said upon closer research she determined that the City Recorder is quite high in the salary field and she recommended a 0% merit raise and suggested the Council determine another way to compensate the City Recorder, such as including the position in the City Manager's proposed PTO payout option and a possible bonus. She said the 2% suggestion was her own opinion and she switched the suggestion to 0% when it was brought to her attention that within the contract there is the ability to present a 0% increase.

Councilor Robinson stated that she ran on being fiscally responsible and giving the City Recorder a raise does not accomplish being fiscally responsible as perceived by the public. She stated she supports 0% raise and a one-time bonus for an acknowledgement of good work.

Councilor King asked if the position receives a COLA. Mr. Soper said the City Recorder receives the same COLA as other employees.

Councilor Robinson suggested a one-time \$250 bonus.

Council President Harris said that we can compare the position of City Recorder with other senior managers and some of them have not received merit increases since 2008 and they have not received any bonuses.

Councilor King stated that when comparing the City Recorder position with other positions in the City it is a complicated position and in comparing the City Recorder position with other City Recorders, most of them have larger staff. He said he supports a bonus but \$250 is too low considering the City Recorder's review which merits something more substantial. He proposed a bonus of \$1500 to \$2000.

Councilor Robinson asked if that equates to a 2% raise. Council President Harris said yes.

Mayor Clark said her concern is that because of prior Council decisions and not looking closely at what the original posting for the City Recorder job title was they actually promoted her outside of her salary range.

Council President Harris stated she is concerned about the perception of the citizens and noted that they are not receiving \$2000 bonuses and will ask why City employees deserve \$2000 bonuses.

Councilor King stated that the City Recorder has not received a salary increase in the last two years other than a COLA. Discussion followed and Mr. Soper clarified that she did not receive a raise last year.

Council Henderson asked if they are comparing her salary now to the range for the job she applied for 10 years ago.

Mayor Clark said if you look at the City Recorder position that she applied for and received, it had a pay range that Ms. Murphy is currently outside of the range.

Mr. Gall said the City Recorder position 10 years ago was posted at a Category G pay scale and Ms. Murphy's salary is now above that range.

Mr. Soper noted Council at some point made a decision to no longer apply that range and converted the position to a contract position.

Councilor Henderson said she does not understand the logic of considering a salary range from 10 years ago. She said every year the City Recorder has been reviewed and performed well and has been awarded compensation. She noted the comparison of the City staff that has not been awarded compensation is its own unfortunate situation and commented that a salary compensation evaluation has not been done in the past 8 years. She stated it is pertinent to do a review based on the salary versus the job duties. She said comparing a contract employee to a non-contract employee is clouding the discussion and going forward it would be better to decide the future of the position.

Council President Harris said it is the personal relationship the Council has with Ms. Murphy that is clouding the discussion and asked what is best for the citizens.

Councilor Brouse said she tends to agree more with Councilor Henderson in terms of somewhat penalizing an employee who has had an exemplary review because practices and policies haven't been set or followed or legitimized throughout the years. She noted that in this case there does not seem to be a desire for an increase and more interest in doing a bonus and she would suggest a minimum bonus of \$500 in addition to considering what the City Manager is proposing for leadership staff in terms of Paid Time Out (PTO) payout.

Councilor Kuiper added that the PTO payout should also be offered to the City Manager and the City Attorney who are also employees of the Council.

Mayor Clark said she would support a PTO payout and if that is approved a bonus for the City Recorder is not necessary. She stated a PTO payout would be significant. Mr. Gall said that if a PTO payout was offered to all senior management up to 80 hours it would amount to \$3000 to \$4000 per employee.

Councilor Kuiper noted that PTO payout is money that employees have earned and she would still support a bonus.

Council President Harris said if the City Recorder is offered a PTO payout then she would support a \$300 bonus.

Mr. Pessemier reminded that Council that once an employee leaves the City they are eligible for their PTO so it is a future liability. He said the purpose of offering a PTO payout is to prevent employees from losing their PTO because they are capped out.

Mr. Gall said he is hearing a consensus for allowing the City Recorder to participate in a PTO payout program and providing a one-time bonus. The Council presented the following bonus suggestions: Mayor

Clark \$200, Councilor Robinson \$250, Councilor Kuiper \$300, Councilor Henderson \$500, Council President Harris \$300 and Councilor Brouse \$500.

Mr. Soper thanked the Council for their direction.

C. Leasing Update, Arts Center

With 10 minutes remaining in the work session Mayor Clark suggested taking a break and reconvening the work session after the regular session.

5. ADJOURN:

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

REGULAR SESSION

1. CALL TO ORDER: Mayor Clark called the meeting to order at 7:02 pm.

2. COUNCIL PRESENT: Mayor Krisanna Clark, Councilors Linda Henderson, Dan King, and Jennifer Kuiper. Council President Harris and Councilor Brouse via conference call. Councilor Sally Robinson was absent.

3. STAFF AND LEGAL COUNSEL PRESENT: City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Police Chief Jeff Groth, Community Development Director Julia Hajduk, Planning Manager Brad Kilby, Community Services Director Kristen Switzer, Library Manager Adrienne Doman Calkins, Administrative Assistant Colleen Resch, and City Recorder Sylvia Murphy.

Mayor Clark addressed the next agenda item.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCILOR KUIPER TO APPROVE THE AGENDA, SECONDED BY COUNCILOR KING. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR, (COUNCIL PRESIDENT HARRIS AND COUNCILOR BROUSE VIA CONFERENCE CALL). (COUNCILOR ROBINSON WAS ABSENT).

Mayor Clark addressed the next item on the agenda and asked for a motion.

5. CONSENT AGENDA:

- A. Approval of January 30, 2016 City Council Meeting Minutes**
- B. Approval of February 2, 2016 City Council Meeting Minutes**
- C. Resolution 2016-004 Appointing John Liles to the Cultural Arts Commission**
- D. Resolution 2016-005 Appointing liley Thompson to the Cultural Arts Commission**
- E. Resolution 2016-006 Completing the annual Performance Evaluation of the City Recorder for the City of Sherwood**

F. Resolution 2016-007 Authorizing the City Manager to execute a construction contract for the Columbia Street Regional Stormwater Facility Pipe Mitigation Project

G. Resolution 2016-008 Appointing the Budget Officer for Fiscal Year 2016-17

MOTION: FROM COUNCILOR HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR KUIPER. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR, (COUNCIL PRESIDENT HARRIS AND COUNCILOR BROUSE VIA CONFERENCE CALL.) (COUNCILOR ROBINSON WAS ABSENT).

Mayor Clark addressed the next item on the agenda.

6. PRESENTATION

A. Recognition of Eagle Scout Awards

Mayor Clark recognized and congratulated Bradley Bergstrom and Andrew Cichoski for obtaining the rank of Eagle Scout. Neither scout was present and Mayor Clark indicated the certificates would be mailed.

Mayor Clark addressed the next item on the agenda.

7. CITIZEN COMMENTS

Kurt Kristensen came forward and stated at the previous Council meeting he reminded the Council that a dangerous Senate Bill 1537 was being considered and if adopted would abolish voters abilities and communities like Sherwood to vote on any annexation proposal. He said regardless of how people feel about an annexation proposal, he believes it has served communities well to have a balancing influence by residents and voters to vote. He encouraged the Council to send a message to Salem via a resolution and if this can't happen, then for individual Councilors to email Senator Rosenbaum that the Council has concerns. He said the Homebuilders Association has been trying for years to get this type of legislation passed and eventually if we give up what will happen is that an annexation proposal will be brought up by anybody and the rest of us will end up paying for it. He said he feels it is extremely important that we continue to respect the Charter that says annexations must go to the voters. He said if SB 1537 passes then our Charter will be broken.

Sean Garland came forward and informed the Council of an upcoming event on Saturday, February 20, the Sherwood Foundation for the Arts 3rd Annual Jigsaw Puzzle Competition to be held that the Sherwood police station in the community room. He said his wife Madeline kicked off the event three years ago and explained there are three different events. The first starts at 10 am, individuals ages 14 to adult doing a 300 piece puzzle, 12-2 pm will be teams of 2, ages 14 to adult doing a 500 piece puzzle, and the big event, the family and friends team of 4, starts at 2 pm ages are 8 to adult, also a 500 piece puzzle. He said the competitors get to keep the completed puzzles and they will have lots of great prizes that have been donated by our local community including summer musical tickets donated by the SFA. He said for more information and to sign up, people can go to sherwoodarts.org, he said they are quickly running out of space.

Tess Keis came forward and spoke of the recent YMCA Auction Dinner held on February 13, and read the letter she wrote for the Sherwood Gazette recapping the event. She commented regarding the theme

of the event as a Love Boat theme and the various participants. She mentioned the silent auction and dinner, and after dinner activities. She thanked the many volunteers and sponsors and said all funds raised goes towards the YMCA for camp scholarships, membership financial aid and many YMCA programs that help move Sherwood positively forward. She invited the community to join with the YMCA in supporting their goal of strengthening the community through youth development, healthy living and social responsibility.

Mayor Clark addressed the next item on the agenda and the City Recorder read the public hearing statement.

8. PUBLIC HEARING:

A. Resolution 2016-009 accepting the Sherwood West Preliminary Concept Plan as a foundational tool on which to base future Urban Growth Boundary Expansion discussions and future refinement plans

Brad Kilby Planning Manager came forward and stated this work is a culmination of a 16 month process, he recapped a presentation (see record, Exhibit E). He explained the Sherwood West area and referred to the exhibit map on page 2, the area identified in blue as 1291 acres west of Elwert Road, south of Scholls Sherwood Road, west of Roy Rogers Road and north of 99W and Chapman Road. He said the furthest eastern boundary is Eastview Parkway off Edy Road. He said Sherwood West is a culmination of a public and transparent process where a dedicated group of citizens came together to begin a conversation about the future of Sherwood. He said it's a plan built on trust and understanding and said there is still a lot of work to be done. He said fundamentally for the Council it is a tool for future discussions related to growth and expansions. He said the Council is not adopted the plan tonight as it has purposely been left fluid with many opportunities and future decisions. He said the plan includes an executive summary, an outline of the process undertaken, a discussion of the history and growth of Sherwood, discussion of how the baseline for the project was achieved, the concept plan itself, necessary improvements to support urban levels of growth, a phasing and funding strategy that plans to inform on the cost of improvements, next steps and recommendations. He said the next steps in his mind is the Comprehensive Plan Update. He said the appendices includes all the technical documentation of the information collected along the way.

Brad commented as to why now and quoted Benjamin Franklin, "if you fail to plan than you can plan to fail". He said there is a lot of sentiment about Sherwood being a great community and this was heard throughout the process. He said the City was awarded a CET Grant for the preliminary concept plan and it provided an opportunity to cease our own destiny and not wait for Metro to impose their plan and requirements on the City. He said as part of this project we funded a housing needs analysis which includes raw data that informs us of why we need to think about growth now. He said as it stands today with Brookman included, if it were to be annexed today, we have a 4-10 year land supply and this is based on growth projections. He said in 1991, the last time our Comprehensive Plan was updated, we had between 3500-4000 people and today we are approaching 20,000 people. He said without carefully planning for growth the City will begin to see more infill projects, requests to rezone and transformations of neighborhoods. He said consultants and members from the advisory committee are present this evening. He reminded the Council when the community advisory committee was formed the City had over 40 applicants and of those 19 were appointed. He said we had a technical advisory committee comprised of various City departments, Clean Water Services, Washington County Transportation and Engineering,

Metro, Sherwood School District and Tualatin Valley Fire District. Brad referred to the map and said the areas that are taupe in color are the Urban Growth Boundary/Urban Reserves, areas that Metro will consider for urban expansion over the next 50 years. He said Metro choose not to expand the UGB in this last go-around. He explained the areas in the light shades of green are rural reserves and those are the areas we are not expecting to grow into over the next 50 years. He said Sherwood is a community that has been spoken of in recent past being that we were not able to annex Brookman and given that we have a high demand for land.

Kirstin Green, Managing Principal with Cogan Owens Green came forward and said the plan was built on several important attributes looking at Sherwood's livable character and the values around livability. She explained the major plan attributes includes the principle of a 10-minute neighborhood which you currently have in Sherwood, a half hour radius, being able to walk to amenities such as parks and trails and retail, resource protections, schools and neighborhoods serving retail. She referred to the exhibit and said Julia Hajduk often speaks of how this concept plan is different from others we see, like Brookman, in that this is a preliminary concept plan. She said Metro has changed their rules and regulations for this urban/rural reserves 50 year land supply and this is one of the first areas planned in the region under the new rubric of a Preliminary Concept Plan.

Anais Mathez with Cogan Owens Green came forward and briefed the Council on the public involvement that occurred. She said the CAC (Community Advisory Committee) was very instrumental in helping develop and execute the public involvement plan and with their help they identified the following objectives to help guide the project. She said in evaluating engaged efforts we were able to achieve all the objectives. She referred to the presentation and explained: Consistency of messages and understanding of the benefits of concept planning and said it was early in the process that they developed key messages and focused on issues of housing, growth and available land and the benefits of planning. She explained frequency and effectiveness of community engagement opportunities and said they had open CAC and TAC (Technical Advisory Committee) meetings and had many community workshops, events and open houses that touched nearly 300 people. She referred to a promo video that had over 1000 views. She referred to increasing participation over time and said they had over 40 people in attendance and their first community workshop and had over 80 people at their open house. She referred to piloting new techniques and said they were able to harness social media and launched facebook and used mindmixer, which is a community engagement platform. She referred to community concerns and said they were identified and addressed and said this was the foundation of the plan and said it was a process that went through three rounds of revisions based on public comments received. She referred to the listed community engagement events. She said City staff was instrumental in reaching out to the property owners in the Sherwood West area and meeting with them individually and being available.

Kirsten referred to the vision statement and commented on Sherwood's small town character and the integration of the plan with existing Sherwood and extending a continued pattern of the community's most valued neighborhoods. She referred to "well designed" and said this is a key attribute and said although they are not doing design standards at this time, there is a high expectation that the neighborhoods will be esthetic and attractive. She referred to the protected natural areas and said the development if it occurs should be an overall benefit to the physical health of all Sherwood residents. She referred to the goals and said the CAC helped develop the goals and the evaluation criteria. She said they feel they have met all the evaluation criteria and said the items in bold exceeded the criteria. She said growth is well planned and the design includes complete community attributes incorporating nature, a small amount of neighborhood retail, and provides amenities that can't be located in existing Sherwood. She said the

development respects and recognizes the Sherwood pattern that Martin study in depth based on Sherwood's heritage, based on a small town feel. She said the concepts promote health, a high value recognized in Sherwood with walking and bicycling access and future access that would include transit. She said the development protects and provides access to nature and referred to the creeks in the area. She said implementation is pragmatic and said Lorelei Juntensen with EcoNorthwest would provide additional information.

Brad Kilby spoke on the Urban Growth Pattern and referred to the presentation (see page 13) and said Sherwood has grown from a nine block area, Old Town, and said each area represents a point in time that Sherwood expanded. He said Sherwood expanded along the rail line and Cedar Creek has always been a very important characteristic of our community. Brad referred to the presentation and said Sherwood is made up of a series of small compact neighborhoods and they all fit within an area of about a one mile radius. He said he read in the Oregonian that Sherwood is one of the denser communities in the Metro area. He said we have about 7.9 dwelling units per acre on average. He said if we include Sherwood West we can still capture the ¼ mile, 10-minute walking walkable area. He said this grows us to 1.5 mile radius (see pages 14 and 15). He minded the Council this is over a 50 year time period and said some of the area might come in, all of it might come in or none of it. He said there are other areas Metro might consider to come in. He said we are an island in the landscape and this is something we found through our discussions with people. He said we are surrounded by the Tualatin River Floodplain on the north (referring to page 17 of the presentation), which limits the type of development you'll see in this area. He referred to the River Terrace Development in Tigard. He said to our west are the Chehalem Mountains and Parrot Mountain to the south and east, and the Tonquin scablands to the south and east as well. He spoke of the areas surrounding Sherwood West and the livability of the area. He referred to the Plan Attributes and said these are the things that staff derived as some of the most important things that people wanted us to consider. He said staff talked to 82 of the 100 homeowners and they spoke of Sherwood's small town feel, great schools, amount of open space in and around Sherwood and the manner in which it was protected, and the neighborhoods. He said they started with three different plan alternatives and narrowed it to one plan with two transportation alternatives (see page 21).

Brad explained the draft Plan Alternative A, was primarily a residential plan with one school located at the north end and some regional ball or play fields. He referred to a nature park off Edy Road and said staff spoke with that family that has been there a long time and they said the area already in the darker green is in conservation and they would like to see that as a nature park for their parents. He referred to Alternative B and said it has a lot more open space set aside and includes more residential and a few more retail components and said the school has been moved up to the corner of Roy Rogers Road and Scholls-Sherwood. He said we knew this going into this, that this would not be a good idea given the amount of traffic at that location. He said the third alternative was a heavily commercial component, which would have relied upon a single school and a lot of retail commercial types of uses.

He said after several revisions of the plan we came up with this plan (see page 22) and said this is one single plan with two options for transportation. He explained one of the options is a realignment of Elwert Road where it curves and crosses over the creek at two locations and proceeds north. He said the idea behind that is rather than bridging over an existing alignment, that you could save cost on mitigation, keep this road open while constructing this and then cut down on the type of pass-through traffic. He said the preferred option 2 (see page 23) would keep the alignment of Elwert in its current location and would be a straight line.

Brad explained plan detail to the north (see page 24) where there is a school that is in the center of the primary neighborhood that is surrounded by parks and residential and would allow for regional ball fields on the corner of Scholls-Sherwood and Roy Rogers. He said there are major BPA power lines in that area and the uses that would normally be allowed would be limited. He referred to the West Neighborhoods (see page 25) and said this shows the realignment but is primarily residential and calls for another school site. He said it has some small retail components that are targeted towards neighborhood retail. He said throughout the plan you will see a second arterial or boulevard that comes up through the north and parallels Elwert Road and would be treated somewhat similar to Sunset Blvd south of Hwy 99, with tree-lined streets and a median. He said the far west area (see page 26) that is west of Chicken Creek, has primarily neighborhood and hillside residential. He said hillside residential means there will be some slope limitations to development resulting in lower density homes. He said as we talk about phasing, it will be important to note that you don't get as much bang for your buck when you start developing residential and having to provide services to that area, therefore these are the areas that are less likely to be developed.

Kirsten Green said when Martin does his longer presentation on this, physical attributes that frame existing Sherwood, and the design types and neighborhoods, jumping across Chicken Creek was one of the major moves that we did not consider as a first priority, she said this is why you see a lower intensity of development in that area.

Brad referred to option 2 (see page 27) where you have the current alignment of Elwert and Edy Roads and also has hillside residential on the eastside and a nature park. Brad referred to the Southwest portion south of Kruger Road, (see page 28) and said this includes the area of the Brookman Concept Plan area that calls for some type employment and industrial uses on that side. He said on our side there was a note that we would like to take advantage of some of the agricultural business that occurs in this area. He informed the Council there is a grower in that area that commercially grows hot peppers, and hybrid peppers and there are a few wineries in that area, tree farms and a llama rancher. He said it could be an idea that this is our gateway to wine country and to the agri-business and we would look at things that would support agri-tourism in that area. He said option 1 is the realignment and option 2. He said we heard this through the process, and said there is not a preference of option 1 over option 2, basically what we are saying is that they both need to be studied in the future as we consider what goes on in that area.

Lorelei Juntensen with EcoNorthwest came forward and spoke of Phasing and Funding and said her firm had the task of doing some of the preliminary thinking about how you implement this plan. She emphasized it is preliminary as we don't know yet exactly when or if this area might be brought into the urban growth boundary so most of the purpose of the analysis was to provide a foundation and future thinking of implementation related issues so that if and when this moves forward you have a starting place for those conversations. She said we considered issues both on the costing side and funding sources for transportation, storm, sanitary, water, parks and schools and had some conversations related to public safety and other types of public services. She said because we have two options for the plan there are two options for how you might go about phasing in the infrastructure. She said it's important to note the City would not construct all of the infrastructure necessary to support these areas, it would need to be phased in over time and the phasing needs to be responsive to the existing infrastructure and how the development can connect into that in the most cost efficient way. She said they worked very closely with the City's Engineer and all the cost information is based in his analysis. She said in both options (see page 33) you will see both A & B being in the same location and said the reason these are the areas that go first is that there is a trunk line that exists that will run through the Brookman Area that can be extended into areas A & B in a way that is.....She said it certainly has some costs associated with it, but

it turns out that the costs for that trunk line are lower than the realignment or reconstruction of Edy/Elwert. She said those pieces of infrastructure are critical to being able to develop in A, B or C, so when you look at the cost differential between the two and recognize that the sewer trunk line and transportation and all the costs for A & B are lower than C, we thought that this might be an area that would go first. She said it's very important to note that we did not number these sequentially 1-5 on purpose because there are any number of variables that might cause the City to make different decisions about phasing these areas. She said for example, there is a significant school site in C and if the City had need for that site, it may make sense to develop that area first. She said you should think about these as "chunking" as opposed to sequencing, but if you're looking at it from purely a cost perspective, and what's most cost effective, you would go in order A, B & then C. She said the cost is included and the difference between the two is related to entirely the approach of either realigning or reconstructing Edy and Elwert and the fill to do the straight-T intersection in option 2 is more expensive based on the preliminary costs estimates, than the realignment that is shown in option 1. She said this is what is causing the differences you see for area C costs. She explained the costs estimates included site prep, the cost of road construction, curb and gutter, storm, sanitary and water and includes right-of-way and said there is a contingency built in and includes all the traffic elements. She said when the City Engineer made these order of magnitude cost estimates, he did think about all these variables.

Ms. Juntensen addressed funding (see page 34) and said the first thing to note is there are existing funding tools in place that the City would want to maximize to help fund infrastructure. She said some are County controlled, for example the Transportation Development Tax (TDT) or the MSTIP, these are both Washington County funding sources. She said some are City controlled sources, such as SDC that are already in place for certain infrastructure. She said the first step in funding infrastructure would be to make sure you are maximizing all those existing sources. She said from there if there is a gap, and the cost estimates are order of magnitude and we don't know for sure if there will be a gap, but if there is, we completed an initial evaluation of potential new funding tools that could be used to help fill the gap. She said the details are included in the plan and in the appendices associated and what's showing on the presentation (see page 34) is an overview summary of that evaluation. She said there was a much longer list of tools that were included and they are not all shown in the presentation. She said we thought about them in terms of the criteria you see; *Capacity* and how much revenue might this tool be able to generate. *Timing* is important and does the tool generate money up front to be able to fund infrastructure or is it money that is derived from the actual development itself occurring. *Administrative Ease*, it's important to think about the cost of administering the program that generates the funding. *Stability and Predictability* in particular for any funding source that might require borrowing, your underwriters will want to make sure that the revenue that comes in associated with the funding tool is very stable and predictable and will be available when it's needed. *Flexibility*, many tools are specifically available for a particular type of infrastructure. *Fairness*, which we operationalized in this evaluation as being those who pay are those who benefit. *Legality*, this is critical as it has to be legal and *Political Acceptability* and is it a tool that can be used. She said the judgement calls that we used here (see Legend on page 34), indicating a (+, √, ?), are judgement calls and should be reevaluated if and when the area is brought in and you're actually evaluating and making decisions about how to fund. She said as a starting point, we went through this list of tools and eliminated those that scored poorly or that had a fatal flaw to get to this list. She said the items highlighted in green are the preferred tools that seem to have the capacity to generate a fairly significant amount of revenue and score well on the remainder of the criteria as well.

She explained the preferred tools and said Citywide tools are funding tools that are applied to property for residents of the entire City to fund development in Sherwood West. She referred to Government

Obligation or GO Bond, which is levied against property taxes and does require a vote of the citizens. She said this is something that would not be put into place lightly, but we like the GO Bond because once it is in place, it is flexible and stable and has the capacity to generate a significant amount of revenue and could cover a significant amount of necessary infrastructure. She said this would definitely need more conversation moving into possible development, but it has all the properties that would make it a beneficial tool to use. She referred to Political Acceptability and said this is a tool that is broadly used for infrastructure funding in communities across Oregon, despite the fact that a vote is required, it has been successfully used. She gave the examples of Lake Oswego recently passing a GO Bond to fund improvements to Boones Ferry Road.

She explained Development Derived Tools are those funding tools that come from new development as it happens. She said their levied on new development and in most of these tools you end up in a situation where you need the money upfront to pay for the infrastructure, but the money comes from the development itself, so it can create a problem. She said however a Supplemental SDC would work well, it's an additional SDC on top of what you already have in place, specifically for Sherwood West, and the other is a Local Improvement District (LID), which would be levied against the properties within Sherwood West if the property owners agreed to it.

She explained the Other category, included a Utility Fee and this is Citywide and is a fee that is tacked onto a utility bill to help fund infrastructure. She offered to answer questions and said these are the types of sources in a preliminary way seem to make sense to fund a gap, if there is a gap, when it comes time to look at a development in Sherwood West. She said she is pleased to see the amount of focus in this plan on implementation and said it's very critical to be thinking ahead as to how this will move forward. She said this plan is primarily information to get out to the public and allow the Council to think about it when the time comes.

Brad said one of the things that came out of this process is we knew it would require significant infrastructure improvements for any of the phases, bringing urban roads to rural standards and crossing creeks and other natural habitat areas, addressing topographic challenges for all the utilities, meeting an identified need to preserve resource lands and sensitive habitat, as well as providing recreational and trail opportunities and ensure the future school district needs were adequately planned for.

Councilor Kuiper asked regarding the Edy/Elwert cross section and said in Option 2, it looks like that would generally stay the same, maybe widened and in Option 1, there are roundabouts in that area, and assumes that option would be more expensive as you're looking at fills and crossing wetlands? Brad replied according to the City Engineer, and these were based on order of magnitude, you're crossing two smaller creek sections, so you would not have the cost that you would with a large bridge that would have to be elevated, so his thoughts at time he compiled this, is the option that kept it straight would be more expensive than the option that had a curved linear way. Brad said we don't get to the point in this plan that speaks to design. He explained when engineers put together costs estimates they look at projects they have done in the past and look at ODOT projects costs. He said this has not been surveyed and there has not been any type of analysis beyond that, but we do know this is crossing a big creek.

Councilor Kuiper asked if Metro would bring in this entire area all at once or in sections, and would that have an effect on Sections, A, B, C & D? Brad replied, we set it up specifically so that they would have to think in the context of, bringing in A before B. He said you could bring in parts of A and parts of C, he said there are some infrastructure investments that need to be made for each area and it was easier for us to

categorize. He said if all of C & D came in, then you would have to make a decision on the realignment of Elwert and Edy. He said if a portion of C came in, you may not have to make that estimate and we would have to do further study and refinement to understand what you would need to accommodate the type of development that you would project out in that area. He said personally, he is of the mindset that E & F are probably the fruit at the top of the tree that we know from our conversations that there is not a lot of owner sentiment in that area to come in and they wanted to be in the last phases of development. He said we know it would be more costly to take infrastructure up to there to serve lower densities of properties. He said they clearly would not recover the cost. He gave the example of a house on 1 acre does not cover the cost of providing services to it, as opposed to a five house on 1 acre. They provide more towards the cost of providing services than the single house on a single acre.

Julia Hajduk, Community Development Director said one of the big things she is getting out of this project is, when Metro is considering an urban growth boundary expansion, this information allows us to have something to say, know what we want and know what our priorities are and what our community wants. She said it's feasible for them to say we need all this land and it's all coining in, but we know have something to say. She said it helps the City have that conversation.

Brad said the City now has a tool to begin the discussion about where and why we expand based on community preference and understanding our infrastructure needs, preliminary costs and the owner sentiment. He said Metro will make a decision to expand the UGB, and normally they do this on a six year cycle. He said because they choose not to expand the UGB this last time, and due to some of the urban reserves in Clackamas County and Multnomah County as still in court, so they want to revisit the UGB in three years as opposed to the six year cycle. He referred to page 35 of the presentation and said they make the decision to expand and it still takes typically a year and we then have to go back and have a more serious discussion with those properties that are brought into the UGB. He said our needs today might be different from our needs tomorrow and we will go through a refinement process and that is when we start assigning densities and zoning and start talking about infrastructure investments the community is willing to make. He spoke of the Supplement SDC and said you might have heard discussions regarding the Bethany Area when it was coming in. He said Washington County has imposed a Supplemental SDC for growth in certain areas where they think the growth costs are higher. He said if you're developing in unincorporated Washington County in an area where services are already near, you're not paying as much in SDC as you would be in the Bethany area, they have a supplemental SDC.

He spoke of the conversations he has had with property owners and their inquiries on when this will happen. He said we had the UGB expanded for Brookman in 2002 and 14 years later we have not brought that area in. He said there is a point that Metro might consider in having discussions with the City. He said there were discussions throughout the process of whether or not we could swap the Brookman Area for Sherwood West and we don't know and no one has had that discussion with Metro, but this is something the Council could choose to do. Brad said once the area is annexed and we have the refinement plan, then people can start applying for land use approvals to start construction. He said you then have the construction and then occupancy of that area. He said he has been telling people that we will not see any new homes constructed in this area under Sherwood serviceability for at least a minimum of ten years.

Brad concluded by saying this was a very open and transparent process and we have promised people that all we are doing is collecting data, we are not making any policy decisions at this level, we are just preparing a tool for the Council to use, the community to use and for future Councils as they speak to

Metro and the citizens about growth. He offered to answer Council questions and thanked the CAC members for their time and asked for them to be recognized. He thanked the consultants Cowgan Owens Green and EcoNorthwest, OTAK, Pacific Habitat Services, DKS and Softbox Films, and key City staff members. He thanked Councilor Robinson for her participation at meetings and Commissioner Simson.

Councilor King asked who decides if and when this gets on Metro's radar? Brad replied, ultimately they will look at UGB in three years. He said there is a UGB report that is generated that basically says the UG report has a low, moderate and high growth rate for the Metro area and they said Portland would accommodate a lot of this because they are planning to go up, to grow vertically, to grow low. He said if they had gone high, then potentially they would have needed land and started looking to the communities. He said right now that won't occur for another three years or so, but won't start the UGB report for another two years.

Councilor King said they then put it on their own radar, we don't petition? Brad replied we can.

Julia Hajduk stated Metro is mandated by state law to have a 20 year land supply for housing and jobs, and this is why they have to go through this Urban Growth Report and urban growth process every six years. She said basically when they go through this process if they identify a need that's where we chime in. She said this is where Metro has to make decisions on where to expand the UGB. She said there are some processes for minor amendments of the UGB if the jurisdiction wanted it and it's a bit more challenging of a process, but if there is a specific need, it's more seen for jobs than houses.

Councilor King referred to a previous expansion and Julia indicated that she believes the City and the School district strongly advocated in favor of bringing it in for a school need. She said she is not positive this was the process at that time.

Mayor Clark thanked everyone involved for their work and countless hours, said she has always been an advocate of precept plans and said this is how we have an open and transparent discussion about where we want to go as a City and have lots of community involvement.

Mayor Clark opened the Public Hearing and the City Recorder indicated the conference call of Council President Harris was dropped at approximately 7:45 pm and the Councilor indicated if she was not needed she would not continue participating in the meeting.

Kurt Kristensen 22520 SW Fair Oaks Court, Sherwood came forward and stated it's impossible to provide a reasonable rebuttal in four minutes and said if this is the future that you want Sherwood to go to, this is an incredibly competent plan and it's a lot of good work, however, if this is the future you want Sherwood to look like, it won't be the Sherwood that we know and won't be the Sherwood that has received all the accolades, saying that Sherwood is a wonderful place to live and come to. He stated it will be a 50,000 plus metropolis contiguous to Beaverton. He said he commutes to Hillsboro, and on Roy Rogers you can see Beaverton coming down the road and traffic is already unbearable and with Sherwood West it will be a dead-stop just like Tualatin-Sherwood is. He said in terms of cost, he said he would not invest in this as it is based on beg, borrow and steal funding. He said the residents at that time will be looking at ten school bonds that have not been paid, he said the last water master plan that the Council just passed called for 80% of all development costs being paid for by current residents, this will be a huge offset. He said he has a handout for the Council that is self-explanatory and said if the Council adopts and accepts this it will have a certain amount of legal weight. He said his recommendation is that the Council receive it

with no further action required so that the planning department can use it as a guiding instrument similar to the they use the SE Master Plan that was never adopted by the Council either. He said he is asking all the Council members to be mindful of, is this the future you want Sherwood to become? Is this where you want your children to live? He said as an alternate future, he would encourage the Council to look at other communities, Corvallis as an example. He said Corvallis has created a circumference of greenbelts that have naturally wrapped the City so that people can have an urban environment but they also aren't next to nature. He said if the Council recalls the map that was projected, it is easy for him to see how Brookman can be a natural greenbelt and if you look at the features on the west side where Sherwood West is proposing to build eight houses per acre, the features over there are gorgeous and there is a natural possibility for continuing that greenbelt wrap-around. He said he recommends the Council receive the Sherwood Master Plan with no further action required and allow the planning department to use it as an advisory document similar to the manner it has used the Sherwood SE Master Plan.

Jean Simson Sherwood came forward and thanked the Council for the opportunity to speak and said as a member of the planning commission she was the liaison to the Sherwood West Community Advisory Committee and has been involved with the project from the beginning. She thanked Kirsten and Anais with Cogan Owens Green and Lorelei with EcoNorthwest and Martin with Sera Architects for their efforts in creating the plan and understanding and getting to know the City through the process. She thanked City staff for their work in contacting property owners so they could be part of the process. She shared two takeaways she got from this process, that the City has knowledgeable, fabulous and engaged citizens, she referred to 18 community members that volunteered many hours reading materials, attending meetings and who had very few absences. She said the City had over 40 applicants for these positions and several people not selected still came to the meetings and were engaged in the process. She said although they did not always have unanimous votes, they were able to engage and come to consensus. She said all this input produced a much better final document and a great starting point for future discussions. She said secondly, this process helped her understand what makes Sherwood great. She spoke of the extraordinary schools, the current population of 19,000 people and Sherwood still feeling like a small town. She said based on what she learned through this process, we can attribute this to two simple but valuable characteristics: small walkable neighborhoods and the protection of the natural areas. She said this plan not only describes how these characteristics shape Sherwood, but are key to the actual designs you see in Option 1 and Option 2. She said small walkable neighborhoods and the protection of the natural areas are incorporated in these options and can allow Sherwood to grow without losing what we value. She said thinking about 1291 acres coming into Sherwood is scary and not planning for this area is terrifying. She said the natural buffers we have between other cities and within our own neighborhoods sets Sherwood apart from the rest of the contiguous Metro area. She said as a community we need to protect what we value and need to control how our City will grow, adopting this plan will give directions to future Councils and planners, especially as we start our comprehensive plan update. She encouraged the Council to approve the resolution and accept the plan. She said in conclusion, Martin is not here tonight, and said she worked with many consultants and plans through the years and it was obvious he understood Sherwood.

Ida Wilks 20812 SW Elwert Road came forward and said she has the high piece of land at Edy and Elwert and has lived there for 54 years, raised 5 kids and had horses. She said it has been a wonderful place to raise a family and loved being on the committee. She spoke of the planning and needing the sidewalks and bike paths and safety being important. She said she appreciated the opportunity to participate and has wonderful neighbors in the La Bahn's.

Kennedy Hawkins 19395 SW Haide Rd, Sherwood came forward and said he was a members of the community advisory committee and said one of the reasons he wanted to be involved and why we live in Sherwood is for its livability, small town feel and because it's a great place to raise a family. He said this is why he has live here for 19 years. He strongly encouraged the Council to adopt the plan and said the plan melds the reasons why we love to call Sherwood our home. He said what you see in the plan is it provides a way to expand through residential development but yet keeps those things that we hold dear like parks and the ecosystem, and small community feel. He spoke of the process and said he been involved in several of these types of processes over the years and he has been impressed with the excellence of the people involved in this process. He said the level of transparency stood out and said he really saw this in the process. He said the final plan is very different than what they started with and people provided feedback in multiple venues and it was listed too. He said Martin and his team made those changes. He said he was glad to be part of the process and to give his recommendation after careful consideration to adopt the plan.

Eugene Stewart Sherwood property owner came forward and said it sounds like a great plan with a lot of thought going into it, but one of the things that it seems to be missing is the transportation element. He said if you add 10,000 more people and 5000 more cars on that hill, they will be coming down to Hwy 99W and 99W cannot handle it now. He said you will have to install major intersections so that people can get across at each end, and maybe will need to look at a major interchange at each end, because every time you put stoplights in you slow down the traffic on 99W. He said you either need to take your head out of the sand and start looking at how you get the people to go through smoothly or around Sherwood. He said as you develop land, if you cut off where you can put bypasses or incorporate them in, its going to make it worst. He said currently, today, the traffic was backed up from Meinecke to Sunset, which is because of the traffic going to the high school. He asked how you improve that. He said he heard Washington County was putting in a round-about on Elwert and Scholls Sherwood Road, he asked what is their thoughts? He said he knows it's evident that they will make Roy Rogers 5 lanes and all that traffic coming down from that area can't get into six corners, they will go down Elwert and make that worse. He said we need to plan for it ahead of time and not wait for it to be a mess. He said he also heard Washington County is talking about 5 lanes down Elwert, he said he is sure they are looking at a 5 lane road to 99W. He commented regarding traffic backing up in the evening all the way back to the auto wrecking yard. He asked if this is what we want and does this make it livable? He said people are cutting through downtown Sherwood to bypass six corners. He said we are not looking at all the problems we have with traffic and trying to come up with a solution to help solve it. He said he did not think we need to be like Dundee or Newberg and wait for 40 years to wait and get something that may not even work after they get done. He said the Council needs to not accept the plan, take it on and look at it closer and look at the traffic. He said a spokesman from the Dept. of Transportation said all state highways in the Portland Metropolitan area exceed capacity and their suggestion was, bicycle or take the bus.

Tony Bevel SW Lynnly Sherwood came forward and said he has lived here for 17 years and was given the privilege of being on the committee and one thing they were not given was a crystal ball to look 20-50 years down the line. He said it's quite a task to look 50 years in the future and see what Sherwood will be like. He said moments ago people spoke of traffic and it's an issue, but what this pre-concept plan is, is a blueprint. He said he envisions this being changed many times and said it is not written in stone. He said we are given the opportunity now to work on this. He said this is an attempt by citizens and professionals to give the best ideas and thoughts and put them down to hand to the Council to accept or not accept. He said it's an honest attempt to provide a blueprint for the City and believes the Council should accept it.

With no further testimony, Mayor Clark closed the public hearing.

Brad Kilby came forward and said regarding the traffic, that we gave quite a bit of consideration to traffic and traffic alternatives in that area and in fact, at our first meeting, this was the predominant discussion. He said he tells people we can widen every road to 6 lanes, but there are still people from Beaverton that want to get through Sherwood, people from Newberg, Tigard and Tualatin that want to get through Sherwood, he said we will always have traffic issues in Sherwood. He said we can build capacity, but once it is there it will fill up. He said they're not going to stop growing and said we need more alternatives for traffic and this is a start to that discussion. He said we are not going to be able to solve the regional traffic issues but there are efforts occurring that are looking to those traffic issues. He spoke of the Washington County Future Study and said Metro has just kicked-off their regional transportation plan. He said there will be opportunities to identify the shortfalls and what investments need to be made to help start to address the traffic congestion in the area. He said overall, Sherwood right now may not have enough density to support transit alternative, but over time with more people coming into Sherwood transit might be an option we want to explore and consider. He said we have carefully considered traffic to this point and this doesn't keep you to any single policy or make any decisions on traffic. He said nowhere in the plan do we prescribe 8 units to the acre, this is just where the City is at today.

Mayor Clark said she is proud of this process and how many citizens got involved and how much we reached out and brought new people in. She said the entire process and the way the group came together with 19 individuals talking through the process and working and changing it, that is building a community together. She said this is what she wants to see in Sherwood and loved the public comment about what makes Sherwood Sherwood and wanting more of that. She said this is the reason we live here with intention, and we want those open green spaces and community neighborhoods and walkability. She said she appreciates all the work of the citizen volunteers and the commitment given to this process. She reminded what we are talking about, the Sherwood West **Preliminary** Concept Plan. She said we are ahead of the ball and we are not waiting for Metro to decide for us and we want to talk about and define our community and are not going to let someone else make the decision for us. She said it's not a final draft and we will continue to talk about transportation and how we want our community to continue to be a great community. She said she is very much in support of the resolution and the hard work the citizens put into this.

Councilor Kuiper said she is looking forward to reading the plan and said she has participated in the public involvement as part of what she does for a living and is very excited to see how much public involvement there was. She said she did not attend a single meeting and purposely stayed away and said the plan is something she will look at with fresh eyes. She said she hopes to be able to meet Martin in the future. She referred to a map in the presentation showing the Tualatin River to the north, the Tonquin Scablands, Parrot Mountain and Chehalem Mountain and said we are talking about a sense of place. She spoke about her time living in the City, 17-18 years and why she was drawn to Sherwood. She spoke of the landscape, and where one is within that landscape and having a sense of place and from that getting your community, your walkability, and our greenspaces. She said people coming together in this process is very exciting and appreciates the comments regarding traffic and said she noticed in the presentation that there was an extensive collaboration between Sherwood and Washington County, and because this plan is preliminary that means it is dynamic and will continue to be dynamic. She asked what is a CET Grant and asked if that was used to come up with the funding for the plan? Julia Hajduk replied, it's Metro's and they renamed it the Community Development Planning Grant. She said with new development all developers pay a Construction Excise Tax (CET) to Metro and there is also one for the

School District that helps fund new capacity. She said communities throughout the metro area apply to Metro for that funding. She said one of the main purposes of that is to plan for urban areas. She explained there are two pots of funds, one inside urban areas and one for planning for things like Brookman, Area 59 and Sherwood West.

Councilor Henderson thanked the members of the CAC and the TAC (Technical Advisory Committee), which consist of members from City staff, Clean Water Services, The Refuge, TVFR, Metro, and ODOT and said that is an accomplishment to get that many agencies in a room to try and figure out the best thing for that land for Sherwood. She said she agrees with Mr. Hawkins and said the reason people come to Sherwood is because there is a feeling you get when you come here. She said it's green, it's protected and planned. She said when she moved here there was about 8000 people in Sherwood and said that is something that has been intentionally planned for and done for the entire time she has lived here, we just do a better job of involvement and receiving input and using multiple avenues to reach out to people. She said as we continue to improve on our processes it should be likely that the citizens feel they are getting a better product when they are asked for their input. She said all the complements staff received tonight is a function of having a plan and working smarter. She said this is a concept and you have to start somewhere. She commented regarding prior disagreements with Metro and sometimes agreeing and other times not agreeing, but by having a plan in place we control a portion of our destiny. She said when Metro starts the process of reviewing the UGB we will have a footprint that we feel is a hybrid of staff, technical and community input. She said she is looking forward to the next time they have the opportunity to review this in the future and is sure we set the bar fairly high and other communities would notice the transparent lasting process. She said she is in favor of moving forward, realizing this is not a static document and that is will change many times and believes this is a good foundation to grow Sherwood West.

Councilor Brouse said she echo's everything that has been said and thanked the groups for their time and efforts in developing the plan. She said she supports the concept plan and understands it is a concept and can change.

With no further Council comments, the following motion was received.

MOTION: FROM MAYOR CLARK TO READ CAPTION AND ADOPT RESOLUTION 2016-009 ACCEPTING THE SHERWOOD WEST PRELIMINARY CONCEPT PLAN AS A FOUNDATIONAL TOOL ON WHICH TO BASE FUTURE URBAN GROWTH BOUNDARY EXPANSION DISCUSSIONS AND FUTURE REFINEMENT PLANS, SECONDED BY COUNCILOR KING. MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR, COUNCILOR BROUSE VIA CONFERENCE CALL. (COUNCIL PRESIDENT HARRIS AND COUNCILOR ROBINSON WERE ABSENT).

Mayor Clark addressed the next item on the agenda.

9. CITY MANAGER REPORT:

City Manager Gall reminded the Council of the continued Work Session following this meeting and due to the time he had nothing to report.

Mayor Clark addressed the next item on the agenda.

10. COUNCIL ANNOUNCEMENTS:

Mayor Clark stated that she attended the Smart Growth Conference in Portland along with Councilor Kuiper, Council President Harris, Councilor Brouse, Planning Commission Chair Jean Simson, Planning Commissioner Alan Pearson and staff. She said the information will be shared in work sessions. She thanked Chair Jean Simson for her dedication and taking time off of work to attend the conference to serve the City of Sherwood.

Councilor King commented on the Police Dinner and the YMCA Auction and said they were both successful and thanked the organizers.

Councilor Kuiper announced the Library will have an open mic at 7 pm on Sunday and encouraged students to attend.

Councilor Henderson commented on the Jigsaw Puzzle Contest this Saturday and thanked the Police Department for allowing them to use the room for the third year. She announced the Police Advisory Board will meet on Thursday at 7 pm. She said she attended the Annual Police Awards Banquet that was sponsored by the Sherwood Police Foundation and she thanked them for their continued support.

Councilor Brouse said she attended the Water Consortium and the WRWC on the Mayor's behalf and stated both meetings discussed their budgets. She said she attended the School Board meeting where they were working on curriculum adoption and continued discussion regarding a possible bond.

Mayor Clark addressed the next item on the agenda.

11. ADJOURN:

Mayor Clark adjourned the meeting at 8:40 pm and convened to a Work Session.

WORK SESSION (CONTINUED)

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 8:45 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Councilors Linda Henderson, Dan King, and Jennifer Kuiper. Council President Jennifer Harris and Councilors Renee Brouse and Sally Robinson were absent.
3. **STAFF PRESENT:** City Manager Joe Gall, Assistant City Manager Tom Pessemier, City Attorney Josh Soper, Community Services Director Kristen Switzer and City Recorder Sylvia Murphy.
4. **TOPICS:**

C. Leasing Update, Arts Center

Assistant City Manager Tom Pessemier provided the Council with an update on leasing the space at the Arts Center. He noted that currently there is no one in the pipeline and it is important to get the momentum back. He discussed the goals and asked for feedback from the Council. He stated they are looking for tenants that are compatible with the Center for the Arts, are likely to be successful for an

extended period of time, are a good fit in Old Town and are willing to pay a competitive lease rate to support the Center for the Arts. He said the goal he has heard recently is that a restaurant is preferred.

Mr. Gall stated it will not be a chain restaurant. Discussion followed about the success of restaurants in a public space.

Mr. Pessemier commented on the lessons they have learned and discussed what will be successful in this space. He referred to the process and said all of the leads came from networking and connections within Sherwood. He stated the broker was not much help and only generated one lead which was unsuccessful. He said the broker's communication was confusing and the agreement with the brokers has been terminated. He noted the process was too slow and potential tenants moved onto other alternatives. He suggested the City move forward without a broker and continue to network. He stated that although the relationship with the broker has been terminated the City still has to pay a commission for anyone they contacted or any broker they contacted so if the City hired another broker right now they may have to pay a double commission.

Councilor Henderson asked how to prove that Kidder Mathews was the referring agent. Mr. Soper said if they had any contact with them or with their broker.

Mr. Pessemier stated they were successful in generating leads and has the capability of doing it and suggested they continue without a broker. He said there needs to be an advertising campaign focusing on local businesses. He said they will need new signs and need to publish in the local newspapers. He stated they need to have a consistent message and need to reach out the Chamber of Commerce organizations in the area. He said they had a good lead out of Hillsboro and they may revisit them. He discussed the need for centralized communication that responds quickly and effectively.

Councilor Henderson asked why the process was so slow. Mr. Pessemier said it was a combination of having a resolution that stated the City Manager would approve the leases then there was a request from Council to be involved in the process. He said the process was cumbersome but not for any particular reason and the noted the possible tenants need answers fast. He recommended having clear information and providing quicker responses. He said the City Manager will continue to keep the Council involved in the process and will negotiate with potential tenants.

Councilor King commented on the previous length of the negotiations and suggested setting barriers for how long the City will negotiate such as 30 days. Discussion followed and the importance of a quick timeline.

Council Henderson commented on tenant improvements negotiations and deciding what the City is willing to do. Discussion followed regarding flexibility and the importance of networking, targeted advertising and finding the right fit for Old Town that adds value and enhances the area.

5. ADJOURN:

Mayor Clark adjourned the work session at 9:03 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Krisanna Clark, Mayor

TO: Sherwood City Council

FROM: Tom Pessemier, Assistant City Manager
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2016-010, Authorizing the City Manager to sign the Collective Bargaining Agreement (CBA) between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME)

Issue:

Should the City Manager be given the authority to sign the Collective Bargaining Agreement (CBA) for AFSCME?

Background:

AFSCME determined that they desired to roll over the existing agreement for an additional year if agreeable language related to longevity compensation could be worked out.

City Staff met with AFSCME and after discussion determined that the best way to award employees who have significant experience was to allow them to choose either additional paid leave or a cash bonus as outlined in the table below.

Anniversary Year	Paid Leave	OR	Cash Bonus
10 years of service	1 day		\$250
15 years of service	3 days		\$500
20 years of service	5 days		\$1,000

In order to implement the change existing employees that would have been eligible in the past will be awarded the compensation in the first year of the program.

Most employees with 10 years of service do not receive additional compensation other than Cost of Living increases as they have reached to top of their pay scale range and are topped out.

It should be noted that turn-over of employees is expensive and time consuming to hire and train new employees. Employees with significant experience also have the knowledge to perform tasks more efficiently. Therefore, both the employer and the employee benefit as their longevity increases.

The Agreement also shows the Cost of Living Increase (0.7%) as required by the Agreement.

Financials:

Longevity compensation and cost of living increases for all employees in the respective collective bargaining units will be included in the City Manager's proposed budget for FY2016-17 if this is approved.

The first year of the longevity compensation will have the highest cost. It is anticipated that in the first year this will cost between \$4,250 and \$6,300 depending on which option employees choose. It is expected that this provision will be included in future contracts but the cost will be significantly less as a far fewer number of employees will enter into one of the Anniversary Categories each year.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2016-010, authorizing the City Manager to sign the Collective Bargaining Agreement (CBA) between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME).



RESOLUTION 2016-010

AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

WHEREAS, the duly elected governing body of the City of Sherwood, Oregon, has been presented with information about the Collective Bargaining Agreement between the City of Sherwood and AFSCME; and

WHEREAS, the City of Sherwood and AFSCME members have agreed to roll over the majority of the current AFSCME Agreement; and

WHEREAS, the City of Sherwood and AFSCME have tentatively agreed to add longevity compensation as detailed in Article 22 section 4 of Exhibit A; and

WHEREAS, the agreement has been updated to show a COLA of 0.7% as required by the agreement; 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, 2017; 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 Collective Bargaining Agreement is attached as "Exhibit A".

Section 2: The City Manager is hereby authorized to sign the memorandum of 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 1st day of March 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHERWOOD

AND

AFSCME LOCAL 1777

July 1, 2016 – June 30, 2017

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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, 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 sixty (60) 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 employee's 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 City'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. Effective January 1, 2014, Oregon Family Leave Act (OFLA) changes the amount of time allowed and the City will follow the State guidelines.

- 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 City by making requests for such leave in a manner which will minimize interference with the City’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 City'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 City 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 90% 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 Hartford 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, 2016, 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 5%.

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. Longevity Compensation. Employees who have worked in any position at the City for each of the specified periods of consecutive years set forth in the table below have the option of choosing the specified amount of either paid time off or a cash bonus to be received one time in the applicable anniversary fiscal year. Employees who have already reached or exceeded one of the anniversaries set forth below as of July 1, 2016 will receive the applicable benefit on a one-time basis during fiscal year 2016-2017.

Anniversary Year	Paid Leave	OR	Cash Bonus
10 years of service	1 day		\$250
15 years of service	3 days		\$500
20 years of service	5 days		\$1,000

Section 5. 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 6. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 7. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 8. 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 9. 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 10. 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, 2016, and shall remain in full force and effect until June 30, 2017.

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

Joe Gall, City Manager

Date

Date

Frank Vehaftric, Council Representative

Tom Pessemier, Assistant City Manager

Date

Date



**City of Sherwood, Oregon
2016-17 Proposed
Salary Schedule - AFSCME Represented**

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	23,950	24,549	25,163	25,792	26,437	27,098	27,775	28,470	29,181	29,911	30,659
Recreational Assistant		1996	2046	2097	2149	2203	2258	2315	2372	2432	2493	2555
		11.51	11.80	12.10	12.40	12.71	13.03	13.35	13.69	14.03	14.38	14.74
Library Page 2	2	28,011	28,711	29,429	30,164	30,919	31,692	32,484	33,296	34,128	34,982	35,856
		2334	2393	2452	2514	2577	2641	2707	2775	2844	2915	2988
		13.47	13.80	14.15	14.50	14.86	15.24	15.62	16.01	16.41	16.82	17.24
Admin Asst I	3	32,228	33,034	33,860	34,706	35,574	36,463	37,375	38,309	39,267	40,248	41,255
Library Asst I		2686	2753	2822	2892	2964	3039	3115	3192	3272	3354	3438
Recreation Specialist		15.49	15.88	16.28	16.69	17.10	17.53	17.97	18.42	18.88	19.35	19.83
Admin Asst II	4	36,397	37,307	38,240	39,196	40,175	41,180	42,209	43,265	44,346	45,455	46,591
Library Asst II		3033	3109	3187	3266	3348	3432	3517	3605	3696	3788	3883
Maint Wkr I		17.50	17.94	18.38	18.84	19.32	19.80	20.29	20.80	21.32	21.85	22.40
Admin Asst III	5	40,409	41,419	42,455	43,516	44,604	45,719	46,862	48,033	49,234	50,465	51,727
Billing Tech		3367	3452	3538	3626	3717	3810	3905	4003	4103	4205	4311
Engineering Tech I		19.43	19.91	20.41	20.92	21.44	21.98	22.53	23.09	23.67	24.26	24.87
Maint Wkr II												
Court Clerk I												
Finance Tech	6	44,445	45,556	46,695	47,862	49,059	50,285	51,543	52,831	54,152	55,506	56,893
Code Compliance/Evid Tech		3704	3796	3891	3989	4088	4190	4295	4403	4513	4625	4741
Department/Program Coord		21.37	21.90	22.45	23.01	23.59	24.18	24.78	25.40	26.03	26.69	27.35
Maint Wkr III												
Permit Specialist												
Public Works Tech												
Mechanic												
Events & Volunteer Coor												
Lead Billing Tech												
Engineering Tech II												
Librarian												
Assistant Planner	7	48,433	49,643	50,885	52,157	53,461	54,797	56,167	57,571	59,011	60,486	61,998
Youth Services Librarian		4036	4137	4240	4346	4455	4566	4681	4798	4918	5040	5166
Maintenance Worker Lead		23.28	23.87	24.46	25.08	25.70	26.34	27.00	27.68	28.37	29.08	29.81
Accountant												
Associate Planner	8	52,807	54,127	55,480	56,867	58,289	59,746	61,240	62,771	64,340	65,949	67,598
Engineering Associate I		4401	4511	4623	4739	4857	4979	5103	5231	5362	5496	5633
Inspector I		25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.71	32.50
Inspector II	9	57,049	58,475	59,937	61,435	62,971	64,545	66,159	67,813	69,508	71,246	73,027
		4754	4873	4995	5120	5248	5379	5513	5651	5792	5937	6086
		27.43	28.11	28.82	29.54	30.27	31.03	31.81	32.60	33.42	34.25	35.11
Senior Planner	10	61,036	62,562	64,126	65,729	67,373	69,057	70,783	72,553	74,367	76,226	78,132
		5086	5214	5344	5477	5614	5755	5899	6046	6197	6352	6511
		29.34	30.08	30.83	31.60	32.39	33.20	34.03	34.88	35.75	36.65	37.56

TO: Sherwood City Council

FROM: Josh Soper, City Attorney
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: **Resolution 2016-011 Establishing a Paid Time Off Cash Out Policy for Senior Leadership; Amending the Employment Agreements for the City Manager, City Recorder, and City Attorney to Incorporate Said Policy**

Issue:

Shall the City Council establish a paid time off cash out policy for senior leadership and amend the employment agreements for the City Manager, City Recorder, and City Attorney to incorporate that policy?

Background:

In response to challenges relating to managing maximum PTO accruals, and to help keep the City of Sherwood competitive with neighboring public employers who offer such policies (including but not limited to West Linn, Tigard, Tualatin, Happy Valley, Beaverton and Lake Oswego), the City Manager has developed a PTO Cash Out Policy for Senior Leadership. Because this policy constitutes a change to compensation, Section 37 of the Sherwood City Charter requires that it be approved by Council.

The policy would apply to the following positions: the Assistant City Manager, Police Chief, Public Works Director, Community Services Director, IT Director, Community Development Director, and Finance Director. As developed by the City Manager, the policy would not have applied to the City Manager, City Recorder, or City Attorney, because those positions report directly to City Council and the terms of their employment are governed by employment agreements.

However, during a public work session on February 16, 2016, Council requested that amendments to the employment agreements with the City Manager, City Recorder, and City Attorney also be brought before Council in order to apply the PTO Cash Out Policy to those employees.

Financial Impacts:

Financial impacts will depend on utilization of the policy. However, as a result of projected budget savings, staff has determined that this policy can be implemented within the current fiscal year's budget.

Recommendation:

Pursuant to ORS 244.020(1) and 244.120(1)(c), staff does not make any recommendation to City Council with regard to Resolution 2016-011, establishing a Paid Time Off Cash Out Policy for Senior Leadership; Amending the Employment Agreements for the City Manager, City Recorder, and City Attorney to Incorporate Said Policy.



RESOLUTION 2016-011

ESTABLISHING A PAID TIME OFF CASH OUT POLICY FOR SENIOR LEADERSHIP; AMENDING THE EMPLOYMENT AGREEMENTS FOR THE CITY MANAGER, CITY RECORDER, AND CITY ATTORNEY TO INCORPORATE SAID POLICY

WHEREAS, it appears to the City Council that many other public employers in the region offer a paid time off (PTO) cash out policy for the benefit of certain employees; and

WHEREAS, it appears to the City Council that implementing such a policy for Senior Leadership in the City of Sherwood would therefore aid in recruitment and retention of such employees; and

WHEREAS, it appears to the City Council that implementing such a policy for Senior Leadership in the City of Sherwood would additionally assist such employees in managing their accrued PTO in relation to the applicable PTO maximum accruals; and

WHEREAS, it appears to the City Council that such a policy should also be made applicable to the City Manager, City Recorder, and City Attorney, as part of the City's Senior Leadership team, and that to do so necessitates amending the employment agreements for such employees; and

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

Section 1. The Sherwood City Council hereby authorizes the City Manager to sign and implement the policy attached as Exhibit 1.

Section 2. The Sherwood City Council hereby approves Amendment No. 3 to the employment agreement between the City of Sherwood and Joseph P. Gall as shown in Exhibit 2 and authorizes the Mayor to execute said Amendment on behalf of the City.

Section 3. The Sherwood City Council hereby approves Amendment No. 1 to the employment agreement between the City of Sherwood and Sylvia Murphy as shown in Exhibit 3 and authorizes the Mayor to execute said Amendment on behalf of the City.

Section 4. The Sherwood City Council hereby approves Amendment No. 1 to the employment agreement between the City of Sherwood and Joshua P. Soper as shown in Exhibit 4 and authorizes the Mayor to execute said Amendment on behalf of the City.

Section 5. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 1st day of March, 2016.

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



CITY OF SHERWOOD ADMINISTRATIVE POLICY

DEPARTMENT: Administration

POLICY STATEMENT: PTO Cash Out Policy – Senior Leadership

ORIGINATION DATE: 3/1/16

REVISION DATES: N/A

Upon written request by a member of the Senior Leadership team and written approval by the City Manager, an employee shall be allowed to convert a block of up to eighty (80) hours of accrued PTO time into cash at the employee's then-current rate of pay once per fiscal year.

For the purposes of this policy, the Senior Leadership team includes the following positions:

- Assistant City Manager, Police Chief, Public Works Director, Community Services Director, IT Director, Community Development Director, and Finance Director

In order to be eligible for this policy, the employee must have already taken at least eighty (80) hours of PTO within the past 12 month period. Employees will be required to maintain a minimum of eighty (80) hours of accrued PTO in order to be eligible for cash out under this policy.

Joseph Gall, City Manager

EXHIBIT 2
Amendment No. 3
Employment Agreement between Joseph P. Gall and the City of Sherwood, Oregon

This Amendment No. 3 to the Employment Agreement between Joseph P. Gall and the City of Sherwood, Oregon dated June 30, 2014 and previously amended via Amendment No. 1 on June 2, 2015 and Amendment No. 2 on November 17, 2015 (“Agreement”), is made and entered into by Joseph P. Gall and the City of Sherwood, Oregon on the date last set forth below.

The parties hereby agree to amend Section III(C) of the Agreement to replace the text of said section in its entirety to read as follows:

Paid Time Off (PTO). EMPLOYEE shall be entitled to the same PTO benefits as the CITY’s other exempt employees. EMPLOYEE shall also be entitled to utilize the PTO Cash Out Policy for Senior Leadership, provided, however, that requests under said policy must be approved in writing by City Council.

All other terms and conditions of the Agreement shall remain in full force and effect.

City of Sherwood

Joseph P. Gall

Krisanna Clark, Mayor

Joseph P. Gall

Date

Date

EXHIBIT 3
Amendment No. 1
Employment Agreement between Sylvia Murphy and the City of Sherwood, Oregon

This Amendment No. 1 to the Employment Agreement between Sylvia Murphy and the City of Sherwood, Oregon dated March 4, 2014 (“Agreement”), is made and entered into by Sylvia Murphy and the City of Sherwood, Oregon on the date last set forth below.

The parties hereby agree to amend Section 4(b) of the Agreement to replace the text of said section in its entirety to read as follows:

EMPLOYEE is eligible to earn and accrue the same paid vacation time as other exempt employees, and shall retain any accrued vacation as of the effective date of this Agreement. EMPLOYEE shall also be entitled to utilize the PTO Cash Out Policy for Senior Leadership, provided, however, that requests under said policy must be approved in writing by City Council.

All other terms and conditions of the Agreement shall remain in full force and effect.

City of Sherwood

Sylvia Murphy

Krisanna Clark, Mayor

Sylvia Murphy

Date

Date

EXHIBIT 4
Amendment No. 1
Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon

This Amendment No. 1 to the Employment Agreement between Joshua P. Soper and the City of Sherwood, Oregon dated July 28, 2015 (“Agreement”), is made and entered into by Joshua P. Soper and the City of Sherwood, Oregon on the date last set forth below.

The parties hereby agree to amend Section 6(A) of the Agreement to replace the text of said section in its entirety to read as follows:

Upon commencing employment, Employee shall accrue sick leave and paid time off (PTO) leave, as provided or made available to other executive management employees of the City, under the same rules and provisions applicable to other exempt employees of the City. Employee shall also be entitled to utilize the PTO Cash Out Policy for Senior Leadership, provided, however, that requests under said policy must be approved in writing by City Council.

All other terms and conditions of the Agreement shall remain in full force and effect.

City of Sherwood

Joshua P. Soper

Krisanna Clark, Mayor

Joshua P. Soper

Date

Date

TO: Sherwood City Council

FROM: Joseph Gall, ICMA-CM, City Manager

Through: N/A

SUBJECT: Resolution 2016-012, Adopting FY2016-17 City Council Goals and Work Plan

Issue:

Shall the City Council adopt the City Council Goals and Work Plan for FY2016-17?

Background:

The Sherwood City Council historically meets early in each calendar year in a goal setting retreat to identify specific Council Goals and Work Plan for the upcoming fiscal year. The Council held their annual retreat on January 30, 2016 to identify specific action items and projects for implementation. The results of this retreat are identified in the attached FY2016-17 Council Goals and Work Plan document. In addition, City staff has drafted an action plan that outlines the timing of the various action items and projects.

By approving this document by resolution, the Council is clearly identifying their priorities for the benefit of City staff to implement as well for the general public to understand Council priorities. It is important to note that these action items and projects will be incorporated into the proposed budget for FY2016-17. The process to develop the proposed budget has recently just begun internally with Senior Leadership members developing their budget requests for their respective departments.

Financial Impacts:

Adopting this resolution will have no immediate or direct impact on the current fiscal year's budget. The resolution does provide clear direction for staff to develop specific costs for each action item and project that will be included in development of next fiscal year's budget.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2016-012, adopting FY2016-17 City Council Goals and Work Plan.

FY2016-17 City Council Goals and Workplan

The Sherwood City Council is committed to its long-term Mission Statement to “**provide services and infrastructure to support the highest quality of life for our residents, businesses, and visitors in a fiscally responsible manner.**” In striving to achieve this mission, the following values have been identified to help achieve this mission:

- Citizen Participation
- Community Livability
- Community Partnerships
- Community Pride
- Fiscal Responsibility
- Transparent Government
- Quality Services

The Sherwood City Council recently held an annual goal-setting retreat on Saturday, January 30, 2016 to determine priority projects and action items necessary to advance in the coming fiscal year. This workplan is then reflected in department workplans, the City’s budget, capital improvement plan, and through special initiatives.

Goal 1: Economic Development

This goal is to promote responsible economic development which benefits the community.

Action Items/Projects:

1. Develop Plan for both City-Owned and URA-Owned Properties
2. Develop strategy to encourage housing options and range of choices
3. Identify target businesses to recruit to Sherwood
4. Update Economic Development Plan

Goal 2: Infrastructure

This goal is to provide and maintain infrastructure for its citizens to live, work and play.

Action Items/Projects:

1. Perform Cost/Benefit Analysis of City operating existing Recreational Facility (current location of YMCA)
2. Identify second Dog Park location (north of Highway 99)
3. Develop Plans for Skate Park facility
4. Develop Plans for Public Restrooms at Cannery Square

Goal 3: Livability

This goal is to provide opportunity for responsible community development and growth.

Action Items/Projects:

1. Initiate recycling at key City Parks/Facilities
2. Begin Update of Comprehensive Plan
3. Review Old Town Design Standards
4. Improve Usage of Public Access Channel
5. Shift Code Compliance to Community Development
6. Discuss Possible Charter Amendments

Goal 4: Public Safety

This goal is to provide for the safety and security of the community and its citizens.

Action Items/Projects:

1. Review and Develop Implementation Plan of Police Staffing Study
2. Develop Community Preparedness Program
3. Explore Dispute Resolution Options for Neighborhood Disputes

Goal 5: Resident Well Being

This goal is to facilitate the provision of services to encourage a balanced quality of life for its citizens.

Action Items/Projects:

1. Complete Community Garden (Phase 1)
2. Implement Board/Commission Code Updates
3. Explore HEAL Program
4. Develop Comprehensive Marketing for Recreation Programs/Activities
5. Review Senior Services/Programming

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6. Develop Additional Community Engagement in Neighborhoods for City Council
7. Explore Opportunities for Mental Health/Homeless Services for Partnerships

It is important to note that these list of action items/projects is not meant to be exhaustive in nature since there are numerous existing action items/projects that already exist within each city department's workplan. These specific items were identified by the City Council members and are high priorities for implementation between now and the end of FY2016-17. Attached to this document is an action plan that identifies when each action item/project fits into a calendar through the end of FY2016-17. Early in 2017, the City Council will again revisit this workplan and update in preparation for FY2017-18.



RESOLUTION 2016-012

ADOPTING THE FY2016-17 CITY COUNCIL GOALS AND WORK PLAN

WHEREAS, the Sherwood City Council historically meets early in each calendar year in a goal setting retreat to identify specific Council Goals and Work Plan for the upcoming fiscal year; and

WHEREAS, the Council held their annual retreat on January 30, 2016 to identify specific action items and projects for implementation; and

WHEREAS, the results of this retreat are identified in the FY2016-17 Council Goals and Work Plan document; and

WHEREAS, by approving this document by resolution, the Council is clearly identifying their priorities for the benefit of City staff to implement as well for the general public to understand the Council priorities;

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

Section 1. The Sherwood City Council approves the FY2016-17 Council Goals and Work Plan, attached as Exhibit A to this resolution.

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

Duly passed by the City Council this 1st day of March, 2016

Krisanna Clark, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**Action Plan
FY2016-17 Sherwood City Council Goals**

Mission Statement: "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 (How we do what we do - Apply to all goals): Citizen Participation, Community Livability, Community Partnerships, Community Pride, Fiscal Responsibility, Transparent Government, Quality Services

City-Wide Goals	Action Items/Projects						
GOAL 1	Goal 1 Action Items/Projects	Jan - Mar 2016	Apr-June 2016	July - Sept 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - June 2017
Economic Development: Promote responsible economic development which benefits the community.	1. Develop Plan for both City-Owned and URA-Owned Properties						
	2. Develop strategy to encourage housing options and range of choices						
	3. Identify target businesses to recruit to Sherwood						
	4. Update Economic Development Plan						
GOAL 2	Goal 2 Action Items/Projects	Jan - Mar 2016	Apr-June 2016	July - Sept 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - June 2017
Infrastructure: Provide and maintain infrastructure for its citizens to live, work and play.	1. Perform Cost/Benefit Analysis of City Operating Existing Recreational Facility (current location of YMCA)						
	2. Identify second Dog Park location (north of Highway 99)						
	3. Develop Plans for Skate Park facility						
	4. Develop Plans for Public Restrooms at Cannery Square						
GOAL 3	Goal 3 Action Items/Projects	Jan - Mar 2016	Apr-June 2016	July - Sept 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - June 2017
Livability: Provide opportunity for responsible community development and growth.	1. Initiate Recycling at Key City Parks/Facilities						
	2. Begin Update of Comprehensive Plan						
	3. Review Old Town Design Standards						
	4. Improve Usage of Public Access Channel						
	5. Shift Code Compliance Program to Community Development						
	6. Discuss Possible Charter Amendments						
GOAL 4	Goal 4 Action Items/Projects	Jan - Mar 2016	Apr-June 2016	July - Sept 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - June 2017
Public Safety: Provide for the safety and security of the community and its citizens	1. Review and Develop Implementation Plan of Police Staffing Study						
	2. Develop Community Preparedness Program						
	3. Explore Dispute Resolution Options for Neighborhood Disputes						
GOAL 5	Goal 5 Action Items/Projects	Jan - Mar 2016	Apr-June 2016	July - Sept 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - June 2017
Resident Well Being: Facilitate the provision of services to encourage a balanced quality of life for its citizens.	1. Complete Community Garden (Phase 1)						
	2. Implement Board/Commission Code Updates						
	3. Explore HEAL Program						
	4. Develop Comprehensive Marketing for Recreation Programs/Activities						
	5. Review Senior Services/Programming						
	6. Develop Additional Community Engagement in Neighborhoods for City Council						
	7. Explore Opportunities for Mental Health/Homeless Services for Partnerships						

Community Development Department – Monthly update

February 8, 2016

The City of Sherwood Community Development Division consists of three departments which, provides quality current and long range planning, building and engineering services to support the infrastructure, livability, well-being and economic development of the community. The following is a summary of the key projects or tasks each department routinely does for the community and an update on current projects or status.

Planning:

Current Planning- Projects in Review

- Claus Property Rezone (22211 SW Pacific Highway) – Proposal to rezone 2.66 acres of a 5.86 acre site from General Commercial to Medium Density Residential Low. **On Hold at Applicant’s request**
- Mandel Property Subdivision (21340 SW Elwert Road) – Proposal to divide approximately **24** acres into **86** individual lots. **Planning Commission Hearing: February 23, 2016.**
- Parkway Court Zone Change (corner of SW Parkway Ct and Meinecke Parkway) – Proposal to rezone approximately 1 acre from General Commercial to Medium Density Residential Low. **On hold at Applicant’s request**
- Old Town Parking Lot Rezone (Old Town Overlay) Proposal to allow stand-alone parking in residential zones with the Old Town Overlay District as a conditional use, when the parking fronts an Arterial or Collector Street. **In review**

For approved projects or more detail, check out “projects” under “more resources” on the website at <http://www.sherwoodoregon.gov/projects>, or contact Brad Kilby at (503)625-4206.

Long Range Planning

- **SW Corridor Plan** – The primary focus lately has been on evaluating High Capacity Transit choices from Portland to Tualatin. The Steering Committee is expected to make a decision on line terminus and narrow alignments options in Central Barbur, Tigard and Tualatin in January. A mode decision (light rail or bus rapid transit) is anticipated in February. A final preferred package to move into the next stage in project development is anticipated in April/May 2016.
- **Tri-Met Local Service** - Tri-met has added into their budget the addition of a new line between Sherwood and Tualatin. They anticipate having serve start in June 2016. They are currently refining the exact alignment, including ending location in Sherwood, and stop locations. A work session was held on 11/3/15 and 12/1/15 with Council. **Based on feedback received at the Council worksession, Tri-met began planning service to go down Langer Farms Parkway and Century Drive rather than Baler and Langer Drive as originally planned. AS part of the planning, Tri-met reached out to the developments along Century. Based on concerns raised, it was determined that an informational meeting was needed to address questions and concerns. This meeting was held on 2/4/16. There were 9 people in attendance from both the Sherwood Village HOA and the Arbor Terrace HOA. There were a number of concerns raised about this new service and general opposition. People were supportive of transit, just not along Century. One person in attendance indicated that they were in favor of the proposal to go down Century. Tri-met staff indicated that they would take the issues and concerns back and coordinate with the City and determine appropriate next steps.**
- **Cedar Creek Trail (Regional Flexible Fund grant)** – The engineering design work continues on the Oregon St-99W segment with the wetland delineation and the geotechnical work progressing, as well as the refinement of the trail design. **Consultant and staff updated Parks Board on Feb. 1 with discussion on trail design considerations, bridge type and decking materials. In December, the Parks**

Board endorsed studying a preferred alignment for the segment north of 99W to Roy Rogers. The survey crew will begin work this month, with a report back in April (weather dependent). Property owners were mailed notice on February 2nd to inform them of the survey work in the creek corridor. Staff applied for \$58 K Metro Nature in the Neighborhood Grant for Trails for wayfinding and signage on February 2, 2016; results in March.

- **Sherwood West Concept Planning (CET grant funded)** – 1,290 acre preliminary concept plan west of Elwert Road, north of Highway 99W, and south of Scholls-Sherwood Road. A public hearing for the preferred alternative was presented to the Sherwood Planning Commission on January 12, 2016. The final step is a hearing before the City Council scheduled for February 16, 2016.
- **Washington County Transportation Study** – No new information for this report. Staff is continuing to actively monitor and participate in the study to evaluate the long-term transportation strategies and investments needed to sustain the county's economic health and quality of life in the coming decades. The study results will provide a better understanding of long-term transportation needs, tradeoffs between alternative transportation investments, and inform future choices and decisions.
- **Tannery Site Assessment (EPA grant funded)** – The City is doing an environmental site assessment on a portion of the former Frontier Leather Tannery site to help the City identify issues, risks and costs associated with acquiring the property from Washington County and potentially developing it. Field work to collect soil samples was completed in November and samples were sent to the lab for analysis. The consultant has reviewed the results and submitted a draft report for staff review. Additional field work is expected to occur in the Spring of 2016 followed by the second planned public meeting to discuss the preliminary assessment findings.
- **City of Sherwood Comprehensive Plan Update** – Staff is beginning to gear up for a multi-year effort to update the City's Comprehensive Plan. The last major update of the plan was in 1991 when the City's population was under 4,000 people. Council approved a resolution September 15, 2015 supporting the project and authorizing staff to seek state funding for the effort. Staff is continuing to work on finding potential sources of funding for elements of the comprehensive plan update to offset general fund costs. Staff will be identifying how to break the project up into phases that will allow the project to move forward in a timely manner. The comprehensive plan update project is expected to take 2-3 years to fully complete due to the extensive community outreach and engagement required.
- **Tualatin-Sherwood Road widening project** – Staff met with County staff and representatives for the owners of the Haggen property (MGP) on October 16th. County staff reiterated that there is no option on the table that includes the light staying. County staff did express a willingness to continue exploring maintaining a left in, however they were skeptical that it would be able to work. The representative indicated they would speak to their client. The County had a meeting with representatives from MGP on 12/8. The meeting went generally well but the County made it clear that the signal remaining was not an option. The property owners continue to express concerns. The County indicated that they are willing to continue discussions to address concerns with the understanding that the light was going to be removed. The property owners were going to consider whether there was anything that they were willing to discuss that could mitigate their concerns beyond the signal remaining. Meanwhile, progress is being made on the Tekfal property (Regal, Roses, KFC site) in reaching a settlement.
- **Industrial Uses** – In response to feedback from a number of brokers looking at potential development in the Tonquin Employment Area, we realized that we need to evaluate the industrial uses allowed in the Industrial Employment Zone. At this time, there are a very limited number and type of uses allowed in this zone, making it very difficult to market. Julia and Tom presented the issue to the Planning Commission and received support on the importance of taking on this project. Because the planning work program is already full with existing projects underway, Julia will be leading this project and has identified a very quick timeline. The hope is to have revised code language in place by June 2016. The focus will be on opening up the uses to allow more of what we want while ensuring the types of uses that would be incompatible continue to be prohibited. A survey to all industrial property owners was sent out and a public worksession held on January. The Commission had another worksession on January 26th and is scheduled to have a 2nd worksession on February 9th. If the Commission provides direction to proceed with notice after the 2/9/16 worksession, we will be targeting a public hearing with the Commission in April and the Council in May.

- **Recreational Marijuana Facilities** - Staff initiated the discussion with Planning Commission concerning developing local land use regulations concerning regulating recreational marijuana related facilities in the event Sherwood voters do not vote to ban all of the types of facilities in November 2016. Staff developed a work program that includes website updates, online surveys, public work sessions, and coordination with the Police Advisory Board to inform the decision-makers on the issue.
- **Code updates to reflect FEMA map changes** – FEMA map updates have been on-hold due to changes and appeals since 2007 but we have recently received word that they are expecting to send a “Letter of Final Map Determination” within the next couple of months. Once the letter is received, the city has only 6 months to update the development code to formally adopt the new maps as well as making any amendments needed to be in compliance. Failure to complete the update process within the 6 month period will automatically kick any Sherwood residents with flood insurance out of the flood insurance program. Unfortunately because this has been drug out for so long, we had not anticipated doing this project and will have to figure out how to fit this into the workload.

Other

- Street Tree Permits - 1 permits issued in 2016.
- Pre-application Conferences- Below is a list of pre-application meetings held. If an application is submitted they will be taken off the list. In addition, if additional activity occurs (that staff knows of) this will be reported in this section as well.
 - Proposal to construct a 66,000 square foot flexible industrial building on Galbreath Drive, just west of the intersection with Cipole Road.
 - Sentinel storage expansion – proposal to do a two lot partition on the property fronting Langer Farms Parkway south of Century drive and do an expansion of the existing facility on 5.89 acres on the southern portion of the site.
 - Proposal for approximately 18-20 single family homes on Pacific Highway just west of SW Meinecke Road.
 - Sherwood Elks Lodge (22770 SW Elwert Road) held a meeting on June 8, 2015 to discuss various development options.
 - Proposal to construct 82 multi-family units behind Safari Sam’s on the property located at 16380 SW Langer Road (Preapp was held on July 14, 2015). Engineering is providing Traffic Impact Study (TIS) requirements and information on required infrastructure.
 - Sherwood Patel Hotel (21930/21970 SW Alexander Lane near the corner of SW Meinecke Pkwy and 99W) Proposal for a hotel with approximately 80 rooms and associated parking. Meeting was held on September 14, 2015. Engineering is providing Traffic Impact Study (TIS) requirements and information on required infrastructure.
 - Proposal to construct a light industrial building, approx.8000 sq. ft. at 15104 SW Oregon St.
 - Dependable Springs Manufacturing: pre-app held on Nov. 23 2015 for a proposal to construct an 8250 square foot light industrial building for manufacturing of very small springs on Lot 4 of the Sherwood Commercial Center near the intersection of Olds/ Arrow.
 - Semi-Truck Repair Shop on Lot 5, on SW Olds Place (north of Tualatin Sherwood Rd. near SW Olds/Arrow) Applicant proposes to construct a 6,175 square foot semi-truck repair workshop in the Sherwood Commercial Center on a vacant lot in the light industrial zone. Vehicle and truck repair requires a conditional use permit in this zone. (*scheduled* for February 15, 2016)
 -
- Planning staff is assisting City Administration in preparing land use applications for a new parking lot in Old Town as well as the proposed community gardens.

Engineering:

Capital (City or URA) projects

- **Columbia Street Water Quality Facility Phase 2** - Project main construction has been completed. The project is now constructing the mitigation portion with an improvement of a pedestrian crossing of a downstream corridor. This mitigation portion of the project replaces an undersized culvert with a larger culvert. Construction bid opening occurred 02/04/16. Low bid appears to be within estimated

range for project costs. Final bid results will be posted on the City's project webpage. Craig Christensen is the project manager for the City.

- **Tonquin Employment Area Sanitary Sewer upgrade**—Project is generally complete, however there were some issues in one segment when the pipe bursting was done causing a “belly” in the pipe. The City is working to remedy pipe bursting issue. Additionally, the contractor defaulted on their contract and the City is trying to negotiate a resolution with the bonding company. The City Attorney is leading the negotiations efforts. Craig Christensen is the project manager.
- **Stormwater Master Plan Update and rate study**—Master plan update is in process. MSA contracted with to perform MP update. Project schedule spans two fiscal years (FY14/15 and Fy15/16). Once modeling process is complete, a full CIP project listing will be developed and estimated design/construction costs will be generated for use in SDC rate analysis. Expecting to receive and review project listing the week of 02/08/16. Discussions on project listing to occur during week of 02/22/16. Once project listing is preliminarily approved, SDC rate study portion of project will commence. Bob Galati is the project manager
- **Sanitary Sewer Master Plan Update and rate study** – Master plan update is in process. MSA contracted with to perform MP update. Project schedule spans two fiscal years (FY14/15 and Fy15/16). Once modeling process is complete, a full CIP project listing will be developed and estimated design/construction costs will be generated for use in SDC rate analysis. Expecting to receive and review project listing the week of 02/08/16. Discussions on project listing to occur during week of 02/22/16. Once project listing is preliminarily approved, SDC rate study portion of project will commence. Bob Galati is the project manager
- **Woodhaven Park Phase 2 (Design)** – Planning has approved the project. It is finishing design and will go out for bid in the near future. Project consists of development of planning approval process documents for park development, and full bid set containing design plans, specifications, and cost estimates. Kristen Switzer is project manager, with Bob Galati providing support and coordination with civil engineering firm (HHPR) performing design and planning approval, and project budget oversight.
- **Downtown Parking Lot Development** – Project consists of constructing public parking lot of City owned lots located on north side of 1st Street between Pine and Oak Streets. The project will require Land Use application and approval. Project scheduled to be complete by June 2016, however, it is anticipated that the project design and construction will be completed within the current Fiscal Year 15/16. Survey for the project has been completed and engineering design for land use action is underway. . Currently contracting with HHPR to provide planning services for Old Town Overlay zone text amendment to allow a stand along public parking lot in a residential zone under a Conditional Use Permit application process. Text Amendment application was submitted on 2/8/16. Bob Galati is the project manager.
- **Downtown Streetscapes Monument Removal** – Project consists of removing concrete pylons located at the intersections of 1st Street with Pine, Washington and Main Streets. The first phase of the project is a feasibility study to determine the requirements and impacts associated with removal. The second phase will include design and construction of the pylon removal and replacement structures (if any). The first phase has been budgeted in the current Fiscal Year 15/16, phase 2 will be discussed further upon the completion of Phase1. RFP for consultant services has been discussed. RFP was issued for public notice in the DJC on Tuesday, November 2nd. The City received two qualified engineering firm submittals. Review and grading of the submittals has been completed and negotiation of final scope of work and associated fee is underway. Jason Waters is the project manager.
- **Transportation SDC and Rate Study** – Project consists of performing an SDC and Rate study associated with the projects identified in the TSP and refined in the TSP Construction Cost Refinement Project. It is anticipated that this project will be completed within the current Fiscal Year 15/16. Consultant, FCS Group is in process. Currently working on refining project list to establish construction cost basis and working through policy discussion issues. Bob Galati is the project manager.

- **Langer Farms Parkway Pedestrian Crossing** – DKS was contracted to perform an analysis and provide a recommendation on whether a pedestrian crossing on Langer Farms Parkway between the Parkway Village site and the Target site was warranted and whether a safe crossing could be provided if warranted. The report has been prepared confirming it is warranted and recommendations made. Funding options are being identified and may require supplemental budget item approval action. DKS has submitted a Scope of Work and Fee proposal for performing design on the pedestrian crossing project. Proposal is being reviewed and if acceptable a Resolution will be forwarded to the City Council to authorize the City Manager to enter into a professional services contract. City Council action expected to occur at the first City Council meeting in March. Bob Galati is the project manager.

Private Development:

- Cedar Creek PUD – D.R. Horton development of multi-family residential units on lot adjacent to Cedar Creek Condos and bounded by Cedar Brook Way street extension. Design review and approval completed. Construction in process. Craig Christensen is project manager.
- Main Street Subdivision – Single family residential development is under construction. Public improvements are being constructed prior to construction of buildings. Public improvements for the project have been completed. Craig Christensen is project manager.
- Roshun Village Development – Project public improvements have been completed. On-site building construction is underway. Craig Christensen is project manager.
- Mandel property development submittal review, comment and discussion with developers engineering firm is resolving several technical issues related to the proposed development. Final approval of changes pending submittal of Design Variation Requests.
- Several private development meetings on potential development sites within the City have taken place. Discussions of transportation requirements and SDC impacts/fees estimates have been performed. Ongoing communications regarding these developments are looking positive.

Other:

- Right of Way permits: 4 ROW permits issued from 01/01/16 to date. \$300 revenue generated from permits. 8 permits are currently active.
 - The engineering department is working closely with the DR Horton developers on Cedar Brook/Meinecke to facilitate their ability to construct necessary water line and other infrastructure improvements in Meinecke; however partial closures will be necessary. The City is requiring significant coordination with the School District and emergency service providers, advance notice to property owners and public notice via our traditional methods. After coordination and additional input from the School District, the construction schedule has been modified by breaking it up into two different phases. A shorter, 3 day closure of the westbound lane (off 99W onto Meinecke) will occur late October and will avoid closure during the morning drop off period. A longer closure will be needed to install a water line in the street but will be scheduled once the Cedar Brook extension is complete to Meinecke (which will allow for a shorter detour option) and for a period when school is not in session. More information on the longer closure will be provided as that time approaches.
- Addressing: 1 new addresses issued this month (January)
- Erosion control inspections: Staff has 3 active/open erosion control permits which require inspections weekly and monthly reports to Clean Water Services. 1 inactive sites requiring bi-weekly inspections. 15 active SFR and/or ground disturbing activity permits issued by Building Department. 9 inactively SFR and/or ground disturbing activity permits on file. 1 unpermitted grading/ground disturbing activity requiring action occurred and resolved with permit issuance.
- Traffic Control Management Planning: In response to numerous requests from residents CDD staff is in the process of developing guidance policy draft for future traffic calming requests. This will be an on-going discussion and no formal action will be taken until conversations with Council are held.

- Kruger/Elwert Intersection Improvements – The County will begin design of the intersection improvement (which includes a roundabout on the City owned property). An IGA with Washington County has been signed by City Manager. The 30% design level work by County has begun. It is anticipated that a 30% design will be complete within 1 year and then will be put on standby until 2018. If development is planned prior to 2018 which necessitates its construction sooner, the County will be able to move up the timeline. Initial conference call meeting regarding design parameters held on 02/04/16. Discussion on traffic density and freight vehicle types used for design. Further discussion pending analysis of existing traffic data. Date for public presentation of initial design plan discussed. Will refine once schematic plans developed.
- CWS MS4 NPDES – Clean Water Services (CWS) is currently in the process of updating their Municipal Separate Storm Sewer Systems (MS4) Nation Pollution Discharge Elimination System (NPDES) permit which will include new EPA requirements that City’s will need to incorporate into engineering and development standards. The impacts to the City of Sherwood’s engineering and development standards appear to be relatively small as the City’s stormwater facilities and natural drainage ways are in good condition. One item that will impact the City and development within the City is the hydro-modification requirement (detention on-site to mitigate stream corridor impacts such as erosion). This item is currently being discussed in depth by CWS with EPA as other municipalities within the CWS service area may be impacted to a larger extent which would result in jurisdictions like Sherwood to mitigate more than actually necessary.

CWS has submitted a draft of the permit to EPA for initial review and discussion. It is anticipated that CWS will be obtaining their permit within the next 6-months. Implementation of the conditions of the Phase I Permit will occur over an estimated 5-year timeline, with full implementation occurring in year 5. EPA/DEQ audit of CWS and co-implementers completed on 02/04/16. Findings of audit will be issued over the next several months.

Building:

Permits issued and under construction

- New DR Horton sub-division (Cedar Brook). 5 house foundations poured.
- Sherwood industrial Park-New Building #3-14944 SW Century Dr- Tilt-up panels up
- Sherwood industrial Park-New Building #4-15028 SW Century Dr- Tilt-up panels up
- JB Insulation Office Addition-14175 SW Galbreath-Waiting for final inspection
- Old Spaghetti Factory – 21192 SW Langer Farms-Slab-on-grade - Sheetrock
- Koba Grill Tenant Improvement-21370 SW Langer Farms - Near completion
- Roshun Village Apartments BLD C- - Framing
- 24 Single Family Homes Issued and/or in construction
- 12 Structural Residential Additions/Remodels/Misc.
- Multiple plumbing/mechanical/misc. permits issued
- Roshun Village Apartments BLD B-Frame
- Roshun Village BLD A- Framing
- Artizan Salon T/I-21430 SW Langer Farms Pkwy #152- Completed
- Baja Fresh Mexican Grill T/I-16002 SW Tual/Sher Rd-Sheetrock
- Darryl’s Ice Cream T/I (Production, not retail)-14889 SW Tual/Sher Rd. -Frame
- 100 Fold commercial T/I-Caretakers Quarters-14145 SW Galbreath Dr.-Frame

Permits in review

- 19 Single Family Home in review, 5 other ready to issue.
- Screen Magic-(screen printing)-21655 SW Pacific Hwy (The abandoned tractor rental bld)
- NW BBQ T/I-21655 SW Pacific Hwy
- St. Paul Church school remodel-17500 SW Cedarview way
- Endurance Products Warehouse- 13990 SW GalbreathDr.
- Phoenix Children’s Academy T/I

Sherwood Public Library
Monthly Management Report
December 2015



Submitted by: Adrienne Doman Calkins, Library Manager

Contents:

- 1) Statistics
- 2) Programs & Activities
- 3) Service Stories

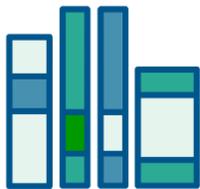
Statistics

Monthly Circulation	Last month	This month	This month last year	% Change from same month last year	% Change from last month
Total check outs (includes digital)	29,322	27,691	32,141	-14%	-5.6%
Physical check outs & renewals	27,630	26,078	28,573	-9%	-5.6%
Self-checkouts only	7,511	6,350	6,646	-4%	-15.5%
% @ self-check	27%	24%	24%	0%	-10.4%
Digital checkouts (Library2Go)	1,210	1,139	1,120	2%	-5.9%
Digital checkouts (Cloud Library)	482	474	276	72%	-1.7%
Total digital checkouts	1,692	1,613	1,396	16%	-4.7%
% of total checkouts	5.8%	5.8%	5%	16%	1%
Check ins	19,667	18,694	20,545	-9%	-4.9%
Checkouts per capita	1.3	1.2	1.3	-4%	-5.6%
Checkouts per card holder	2.5	2.3	1.4	60%	-6.1%

Monthly Patrons	Last month	This month	This month last year	% Change from same month last year	% Change from last month
New library cards	98	71	64	11%	-38%
Total registered users	11,885	11,954	12,121	-1%	1%
Active this month	2,810	2,752	594	363%	-2%
% of patrons active this month	24%	23%	5%	370%	-3%

NOTE: Database purge and patron activity algorithm update February, 2015.

Collection Development	Last month	This month	This month last year	% Change from last year	% of budget available	% of ordering window for FY left
Count of items added	568	441	438	1%	53.0%	45%
Count of items withdrawn (including periodicals)	705	1,412	679	108%		
Total collection size	48,556	47,941				



Librarians have been evaluating the condition, accuracy, relevance and interest in the library collection to freshen it up and make room for new material. Withdrawing material is an ongoing process in libraries, but we have been giving it more attention than usual to catch up with current expectations.

Volunteers	December hours	Equivalent FTE	# of volunteers
Checkin (returns)	77.5	0.45	15
Checkin (tasket processing & holds)	54	0.31	7
Requests to fill	31.75	0.18	5
Homework Helper	17.75	0.10	3
Teen LAB	14.5	0.08	7
Shelving	13	0.08	3
Youth Services Assistant	12.75	0.07	4
Clerical/office Assistant	8.5	0.05	1
Community Event	7	0.04	2
Bulletin Board	4.75	0.03	1
Adopt-a-shelf	1.25	0.01	1
Publicity Courier	1	0.01	1
Grand Total	243.75	1.41	43
Last month	204.35	1.18	41
% change	16%	16%	5%



Visits last month	This month	% Change from last month	Visits this month last year	% Change from last year	Open hours this month	Open days	Visits per hour	Visits per day	Avg physical checkouts & renewals per hour
18,074	20,932	15.8%	18,332	14%	250	30	84	698	104

Note: door count for November report was incorrect, due to gate malfunction. Corrected, estimated, door count is provided here. December is also an estimated total.

Social media	This month	Last month	% change
Facebook	642	631	2%
Twitter	192	188	2%
Instagram	116	110	5%
NOTE: social media started 5/2014			



Programs & Activities

Programs & outreach	Sep-15	Oct-15	Nov-15	Dec-15
# of Adult Programs	8	7	8	3
# of Teen Programs	1	4	4	9
# of Youth Programs	30	41	31	45
<i>School-aged</i>	9	24	18	25
<i>Storytimes</i>	23	23	19	26
# of Programs for All Ages	1	5	1	4
TOTAL # of Programs	40	58	44	56
Program participation	1,032	2,361	1,211	1,954
Program participation per FTE	102	234	120	194
Program participation per capita	0.05	0.11	0.05	0.09
<i>Program participation: adult programs</i>	61	86	164	46
<i>Program participation: teen programs</i>	4	59	45	52
<i>Program participation: youth programs</i>	890	1,201	921	1,380
<i>Program participation: all age programs</i>	77	1,057	108	507
<i>Program participation: school-aged</i>	126	1,281	345	725
<i>Program participation: storytimes</i>	845	963	715	849

All Ages

- Art Walk—High School art exhibit—100 participants
- 13th Annual Food for Fines—135 participants
- Holiday Happy Hour: Two Spirit Jazz Concert—93 participants
- Voices for the Performing Arts Children's Choir & Strings Concert—179 participants

Youth & Family Programs:

- Books & Bricks Winter Reading Program—305 participants
- Busy Builders—43 participants
- LEGO Maniacs—26 participants
- Paperback Pals—9 participants
- Polar Express—42 participants
- Read to the dogs—8 participants (2 sessions)
- Squish, Mush & Play—87 participants (2 sessions)
- Stuffed Friends Sleepover—36 participants
- Storytimes
 - Saturday Family Storytime –8 participants
 - Toddler Storytimes, Tuesdays & Wednesdays: 477 participants (9 storytimes)
 - Preschool Storytimes, Tuesdays & Wednesdays: 259 participants (10 storytimes)
 - Baby Time: 69 participants (5 storytimes)

The Winter Reading Program was a collaborative program with the Sherwood School District to reach school-aged youth during their winter break. We had great success and look forward to an even stronger program next year.

Youth & Teen:

- Homework Help—14 participants (10 sessions)

Adult & Teen Ages Programs:

- No Time Book Club—6 participants
- Fall Writing Workshop—11 participants
- DIY Craftshop: snowglobes—29 participants
- Fiction Friends—6 participants
- Teen Movie Night—1 participant
- TeenLAB—11 participants (2 sessions)

Other Activities:

- Recruiting for a new Library Advisory Board member.
- Displays: Holidays around the World, Holiday Book Tree, Oregon Readers' Choice Award Books
- Washington County Cooperative Library Services Meeting attendance:
 - CircUs (Jenny Swanson)
 - WCCLS Users Group (Jenny)
 - Adult Services (Pinn Crawford)
 - Policy Group, including a special meeting (Adrienne)
 - Youth Services (Jaime Thoreson)
 - Young Adults (Jaime)
 - CATS (Cataloging) (Mary)
 - Adult Summer Reading (Crystal Garcia)
 - Latino Services (Crystal)

- Other meetings:
 - Main Street meeting (Adrienne)
 - Information Services (Adrienne, Jenny, Pinn, Crystal, Jaime)
 - Tech Services Department (Mary, Heather, Jessica, Stephanie)
 - Library Management (Adrienne, Jenny, Mary)
 - Sherwood Early Learning Team (Jaime)
 - Chamber of Commerce (Adrienne)
 - Library Advisory Board (Adrienne & Crystal)
 - Annual Boards & Commissions Appreciation (Adrienne & Crystal)
 - Annual City Staff Appreciation (all)
 - Accent Signs (Adrienne)
- Staff trainings:
 - New volunteer
 - Consumer Financial Protection Bureau training (Pinn & Crystal)
 - Library Aware (e-newsletter tool) (Jenny, Pinn, Crystal & Adrienne)

Service Stories

A long-time patron just saw the Read to the Dogs slide up on the display screen and shared that her two daughters both read to the dogs for years when they were younger and are now reading far beyond their grade levels. The program inspired them and they would read to their cat at home as well. She asked me to pass on that it is an amazing program that helped her daughters become avid readers. I should also note that Susan is a non-resident patron, so for years she has paid the out-of-county fee to continue to have access to our library. —Submitted by Crystal Garcia, Librarian I.

A gentleman working on his laptop in the [Young Adult] area this morning is in awe of the artwork display by the high school students. He pointed out some and commented about the vividness of the photos and all the painstaking detailed work in one of the drawings. He said thank you for the beautiful scenery. —Submitted by Heather Eldred, Library Assistant Tech Services

People filled the center of the Library to see the VPA Children’s Choir & Strings Concert. It was so great to see kids giving a public performance—many for the first time ever—and all of the pride on the faces of family members and instructors. —Submitted by Adrienne Doman Calkins

Respectfully submitted,



Adrienne Doman Calkins
Library Manager

Sherwood Public Library
Monthly Management Report
January 2016



Submitted by: Adrienne Doman Calkins, Library Manager

Contents:

- 1) Statistics
- 2) Programs & Activities
- 3) Service Stories

Statistics

Monthly Circulation	Last month	This month	This month last year	% Change from same month last year	% Change from last month
Total check outs (includes digital)	29,322	27,691	32,141	-14%	-5.6%
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Self-checkouts only	7,511	6,350	6,646	-4%	-15.5%
% @ self-check	27%	24%	24%	0%	-10.4%
Digital checkouts (Library2Go)	1,210	1,139	1,120	2%	-5.9%
Digital checkouts (Cloud Library)	482	474	276	72%	-1.7%
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% of total checkouts	5.8%	5.8%	5%	16%	1%
Check ins	19,667	18,694	20,545	-9%	-4.9%
Checkouts per capita	1.3	1.2	1.3	-4%	-5.6%

Note: Cold snap first week of December.

In the last year, digital checkouts have risen 16%. Local use of Cloud Library (formerly 3M) e-books has increased 72%. Staff and patrons alike find the tool easier to use than Library2Go.

Monthly Patrons	Last month	This month	This month last year	% Change from same month last year	% Change from last month
New library cards	71	123	96	28%	42%
Total registered users	11,954	12,077	12,217	-1%	1%
Active this month	2,752	2,870	1,619	77%	4%
% of patrons active this month	23%	24%	13%	79%	3%

NOTE: Database purge and patron activity algorithm update February, 2015.

Collection Development	Last month	This month	This month last year	% Change from last year	% of budget available	% of ordering window for FY left
Count of items added	441	482	773	-38%	46.5%	36%
Count of items withdrawn (including periodicals)	1,412	710	896	-21%		
Total collection size	47,941	47,977				



As we approach the end of the ordering window, a large percentage of funds are in reserve for the annual periodical subscription renewals, which happens in spring.

Volunteers	January hours	Equivalent FTE	# of volunteers
Checkin (returns)	79.75	0.46	17
Checkin (tasket processing & holds)	59.55	0.34	7
Requests to fill	33.8	0.20	5
Homework Helper	21.5	0.12	3
Shelving	12.25	0.07	3
Community Event	10.75	0.06	2
Clerical/office asst	8	0.05	1
Teen LAB	6.25	0.04	5
Youth Services Assistant	5.5	0.03	2
Publicity Courier	1.75	0.01	1
Bulletin Board	0.5	0.003	1
Grand Total	239.60	1.38	42
Last month	243.75	1.41	43
% change	-2%	-2%	-2%



Visits last month	This month	% Change from last month	Visits this month last year	% Change from last year	Open hours this month	Open days	Visits per hour	Visits per day	Avg physical checkouts & renewals per hour
20,932	20,849	-0.4%	21,357	-2%	242	29	86	719	118

Note: December 2015 & January 2016 door counts are estimates, due to gate malfunction.

Social media	This month	Last month	% change
Facebook	673	642	5%
Twitter	199	192	4%
Instagram	130	116	11%



NOTE: social media started 5/2014

Programs & Activities

Programs & outreach	Oct-15	Nov-15	Dec-15	Jan-16
# of Adult Programs	7	8	3	6
# of Teen Programs	4	4	9	22
# of Youth Programs	41	31	45	39
<i>School-aged</i>	<i>24</i>	<i>18</i>	<i>25</i>	<i>32</i>
<i>Storytimes</i>	<i>23</i>	<i>19</i>	<i>26</i>	<i>17</i>
# of Programs for All Ages	5	1	4	4
TOTAL # of Programs	58	44	56	53
Program participation	2,361	1,211	1,954	1,243
Program participation per FTE	234	120	194	123
Program participation per capita	0.11	0.05	0.09	0.06
<i>Program participation: adult programs</i>	<i>86</i>	<i>164</i>	<i>46</i>	<i>136</i>
<i>Program participation: teen programs</i>	<i>59</i>	<i>45</i>	<i>52</i>	<i>130</i>
<i>Program participation: youth programs</i>	<i>1,201</i>	<i>921</i>	<i>1,380</i>	<i>857</i>
<i>Program participation: all age programs</i>	<i>1,057</i>	<i>108</i>	<i>507</i>	<i>229</i>
<i>Program participation: school-aged</i>	<i>1,281</i>	<i>345</i>	<i>725</i>	<i>441</i>
<i>Program participation: storytimes</i>	<i>963</i>	<i>715</i>	<i>849</i>	<i>771</i>

All Ages

- 10-Year Birthday Party in Civic Building—229 total participants
 - Northwest Panman steel drums—37 participants
 - Cake! – 80 participants
 - Cat in the Hat Photo Op—58 participants
 - Cat in the Hat @ Dr. Seuss Storytime (10 year birthday)—54 participants

Youth & Family Programs:

- Gaming Club—9 participants
- Mario Kart Tournament—8 participants
- 'Lil Busy Builders—6 participants
- Ultimate Building Academy—33 participants

- Paperback Pals—13 participants
- Read to the dogs—5 participants (2 sessions)
- Squish, Mush & Play—33 participants
- Storytimes
 - Saturday Family Storytime –22 participants
 - Toddler Storytimes, Tuesdays & Wednesdays: 437 participants (6 storytimes)
 - Preschool Storytimes, Tuesdays & Wednesdays: 216 participants (6 storytimes)
 - Baby Time: 42 participants (3 storytimes)

Youth & Teen:

- Homework Help—12 participants (14 sessions)

Adult & Teen Ages Programs:

- Early Learning Fair table—35 direct interactions
- Eat smart, waste less, recycle more—4 participants
- Retirement Planning Seminar—3 participants
- Mind in the Making #1—26 participants
- DIY Craftshop: Wearable Art Pins—25 participants
- Music-SLAM!—43 participants
- Fiction Friends—6 participants
- Teen Movie Night—4 participants
- TeenLAB (2 sessions)—11 participants

Other Activities:

- Recruiting for a new Library Advisory Board member.
- Displays: New Year’s Resolutions, Keep Calm and Downton On
- Washington County Cooperative Library Services Meeting attendance:
 - Art of the Story (Jenny Swanson)
 - Publicity (Jenny)
 - WCCLS Acquisitions (WACQO) (Mary Madland)
 - Adult Services (Pinn Crawford)
 - Joint WCCLS Policy Group & Clackamas County LINCC Directors meeting (Adrienne)
 - Policy Group, Budget meeting (Adrienne)
 - Youth Services (Jaime Thoreson)
 - CATS (Cataloging) (Mary)
- Other meetings:
 - All Library Staff meeting (All)
 - City Council (2) (Adrienne)
 - Circulation Department meeting (Jenny, etc.)
 - Main Street meeting (Adrienne)

- Information Services (Adrienne, Jenny, Pinn, Crystal, Jaime)
- Library Management (Adrienne, Jenny, Mary)
- Chamber of Commerce (Adrienne)
- Chamber Mixer @ The Springs (Adrienne)
- Staff trainings:
 - New volunteer

Service Stories

[After an afternoon with the giant play cardboard bricks out in the Children’s Area] staff noticed a lot of positive interactions with families, children and the blocks. For example, some kids were making houses for the puppets, families were on the floor building towers together, and another kiddo was putting the blocks in a specific order/pattern (Early Mathematics!).—Submitted by Jaime Thoreson, Youth Services Librarian II & Heather Eldred, Library Assistant Technical Services

A patron checked out a bunch of Nancy Drew Books on CD. Her daughters are very into the series and have loved being able to get so many of them in audio form. She said that her one daughter loves them so much that it’s the only way that she can get her to do her required exercises because she is very absorbed by them and they help to keep her mind off the exercises.—Submitted by Jenny Swanson, Public Services Supervising Librarian

About the Fiction Friends book discussion group for 6-8th graders: I love this group! They are so good at talking about what they liked and didn't like about the book. They're also bonding. [I'm] very happy.—Submitted by Jaime Thoreson.

Our 10-Year Birthday Party for the Civic Building was a blast! We had nearly 230 people attend the various events throughout the day. Notably, many families attended all of the events and stayed in the library most of the day playing board games and reading together. —Submitted by Adrienne Doman Calkins



Photo by David Gilmore

Respectfully submitted,