



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, November 19, 2024

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

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



Home of the Tualatin River National Wildlife Refuge

5:30 PM CITY COUNCIL WORK SESSION

- 1. Review Solid Waste & Recycling Collection Rates**
(Craig Sheldon, City Manager)
- 2. City Council Goals Update**
(Kristen Switzer, Assistant City Manager)
- 3. Recreational Immunity**
(Sebastian Tapia, Interim City Attorney)

7:00 PM REGULAR SESSION

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**
 - A. Approval of October 15, 2024, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association** (Sebastian Tapia, Interim City Attorney)
- 6. CITIZEN COMMENTS**
- 7. NEW BUSINESS**
 - A. Resolution 2024-074, Adopting the Murdock Park Master Plan**
(Rich Sattler, Interim Public Works Director)
- 8. PUBLIC HEARING**
 - A. Resolution 2024-075, Adjusting Solid Waste and Recycling Collection Rates**
(Craig Sheldon, City Manager)
- 9. CITY MANAGER REPORT**
- 10. COUNCIL ANNOUNCEMENTS**
- 11. ADJOURN**

AGENDA

**SHERWOOD CITY COUNCIL
November 19, 2024**

5:30 pm City Council Work Session

7:00 pm City Council Regular Session

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

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

AMENDED MEETING MATERIALS – SEE EXHIBIT A TO RESOLUTION 2024-075

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

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

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

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



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
October 29, 2024

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:33 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Ketih Mays, Renee Brouse, Dan Standke, and Doug Scott (left at 6 pm).
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Planning Manager Sean Conrad, City Engineer Jason Waters, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

OTHERS PRESENT: First Forty Feet consultants Jason Graf and Will Grimm.

4. TOPIC:

A. Old Town Strategic Plan Discussion

First Forty Feet consultants Jason Graf and Will Grimm presented the “Sherwood Old Town Strategic Action Plan” PowerPoint presentation (see record, Exhibit A). Mr. Graf recapped that the purpose of the Old Town Strategic Action Plan was to promote the ongoing revitalization of Old Town as the traditional heart of the community. He stated the plan would include a review of opportunity sites, how to approach future development/infill of those sites, and the impact of state mandates and potential incentives. He stated they would meet with the Sherwood Main Street group to determine what types of partnerships would work to promote Old Town. Mr. Graf provided an overview of the objectives within the Community Engagement and Visioning, Economic Development and Business Growth, Strategic Site Development, and Incentives and Tools Guiding Development categories on page 3 of the presentation. He provided an overview of the key measures of success within each category on page 4 of the presentation and asked for Council input. Mayor Rosener stated a measure of success would be not exasperating the city’s parking with the addition of more mixed-use buildings. He commented that the city currently did not have a parking requirement in Old Town, but he was open to changing that via development type if it was needed. Councilor Giles explained that he was not just interested in bringing in more businesses to Old Town, he wanted businesses that would generate increased foot traffic in Old Town and spoke on “discoverability.” Discussion regarding needing different types of businesses that were open more hours or days of the week to capture more foot traffic and

“activity drivers” occurred. Mayor Rosener stated that an Old Town hotel, mercantile shops, mixed-use buildings, and affordable housing, particularly in Sherwood West, could all impact foot traffic levels in Old Town. Councilor Standke asked if foot traffic was the main driver for defining success and Mayor Rosener replied that it was foot traffic in the context of the look and feel of Old Town. Councilor Scott commented that to him, foot traffic was the result, not the goal. Discussion regarding wanting to attract businesses that drew people downtown throughout the day and evening occurred. Discussion regarding ways to encourage businesses to remain open more hours and/or days of the week occurred. Mayor Rosener said a grant program could be used and spoke on the impacts to design standards from SB 1537 and similar legislation and the need for strategic cost incentives. He spoke on façade grants and SDC offsets and asked that they look into creative programs other communities were using. Mr. Graf spoke on the City of Tigard’s storefront improvement and tenant improvement programs. Mayor Rosener commented that \$50,000 in URA funds could be set aside annually to help fund those types of programs in Sherwood. Mr. Graf reported that they would meet with the City of Tigard’s Economic Development Director to discuss their programs. Council asked that the consultant also meet with the City of Beaverton and City of Newberg. Mayor Rosener asked that they be mindful of recently passed and potentially upcoming legislation in order to try and plan ahead as best as possible. Councilor Giles asked if tenant improvement programs could be utilized by businesses on the second floors of buildings and discussion occurred. Councilor Scott stated that it was important that the city not spend money or incentives on properties that were sub-optimally developed.

B. Metro Solid Waste Discussion

Mayor Rosener referred to Councilor questions sent to Metro prior to the work session (see record, Exhibit B) and introduced Metro Council President Lynn Peterson and Metro Waste Prevention and Environmental Services Director Marta McGuire. Mayor Rosener spoke on transparency and working with Metro and stated he had served on Metro’s Rate Policy Advisory Group and the UGR stakeholder group. He stated that he appreciated that Metro’s level of community involvement over the last few years had increased. Metro Council President Peterson provided background on herself. She voiced that this region had wanted to do regionalism so everyone would benefit from the gains and commented that everyone was dependent on each other in order to succeed. She explained that Metro set the waste fee annually and worked to balance the impact of raising the fees. She referred to the COVID-19 pandemic and explained that cities had requested that Metro not institute large fee increases during that time, and Metro had agreed. She stated that the fees that cities were seeing now was a result of Metro holding back increases for three years and Metro was no longer able to offset the costs by dipping into their reserves. Ms. McGuire presented the “Metro Waste Prevention and Environmental Services” PowerPoint presentation (see record, Exhibit C). She provided an overview of Metro’s budget development timeline and referred to additional fee setting information that had been sent to Council prior to the work session (see record, Exhibit D). She reported that Metro Council served as the approval body for fee setting, and, starting this year, the Regional Waste Advisory Committee would provide input and advise Metro Council. Ms. McGuire voiced that Metro was working to do a better job sharing information with cities regarding fees, programs, and services. She provided an overview of Metro’s solid waste fees and fee history on pages 4-5 of the presentation. She referred to the 1% increase in the Regional System Fee and explained that Metro’s focus had been on maintaining programs and services and getting back to pre-COVID reserve levels. She explained the Solid Waste Fee had increased significantly due to increased labor, equipment, and fuel costs. Ms. McGuire recapped the table of 2024 private transfer station rates and fees on page 8 of the presentation and noted that it was very difficult to make comparisons between transfer stations because there were many different factors that impacted their rates and fees. Mayor Rosener asked if Metro had investigated why some regions were able to offer much lower rates. Ms. McGuire

replied that Metro sought to be as efficient as possible, which was why they competitively bid their contracts every 5-7 years. Metro Council President Peterson added that Metro Council had given direction to WPES to slowly remove themselves from the transfer station space. She explained this meant that there would be more tonnage for the private sector to allocate, but it also meant that Metro would be regulating the rates. Mayor Rosener commented that if Metro was regulating themselves, that could be seen as a conflict of interest. Metro Council President Peterson replied that Metro had the authority to regulate the private sector, so this was a clarification of roles. Councilor Giles asked if Metro reviewed their services to determine their return on their investments and Ms. McGuire replied that direction had been given to focus on maintaining basic levels of service for the past few years. She voiced that actions Metro took to provide cost savings via program or service cuts would have a ripple effect down to the community level. Council President Young referred to the number of new FTEs that Metro had added over the past five years and commented that she felt it was a large number. Ms. McGuire provided information on Metro's internal staff restructuring and the creation of a new department. Metro Council President Peterson added that previously, Metro had utilized incarcerated labor to help run the Regional Illegal Dump program. She reported that Metro no longer used incarcerated labor, and instead switched to a workforce development program which likely explained the large increase in FTEs. Ms. McGuire outlined the summary of city and county rates table on page 9 of the presentation and explained that each city and county set their own curbside collection rates and had independent rate setting processes. She outlined that Metro sought to set fees guided by a solid waste fee policy with input from the Regional Waste Advisory Committee. They also sought to improve transparency of their budget and fee information and would hold a spring budget forum to gather additional information to share with Metro Council. Ms. McGuire provided an overview of what programs and services the solid waste fees funded on page 12 of the presentation. She referred to Metro working with cities and counties around diversion and reported that in 2019, Metro Council adopted the Regional Waste Plan, which was created through collaboration with city and county governments as well as community organizations and industry partners. She referred to questions regarding key performance metrics for Metro's budget and stated those were something Metro was actively working on. Councilor Giles commented that he wanted to see information on the impact the programs were having versus how much they cost. Ms. McGuire explained that the Department of Environmental Quality set requirements for every city and county regarding environmental literacy and noted that Metro provided the regional programming for students via their outdoor school program. She provided an overview of Metro's Fiscal Year 2024-25 budget on page 15 of the presentation. Mayor Rosener asked how much in reserves Metro had, and Ms. McGuire replied that she was unsure, but thought it was likely around \$10-12 million. Discussion regarding the closure of the St. Johns Landfill and the potential usefulness of capturing and selling the methane from the site occurred. Ms. McGuire provided an overview of Metro's services and community investments on page 16 and Metro's planning and partnerships on page 17 of the presentation. She outlined the need for the 2.4 FTE employees that were added in the Fiscal Year 2025 budget. Council President Young referred to the 10 FTEs noted in Metro's budget and asked for clarification. Ms. McGuire explained that there was an internal reorganization of some departmental staff. Mayor Rosener referred to the fund transfer from the Waste Fund to the General Fund and the reorganization of staff and asked for clarification. Ms. McGuire replied that Metro had a cost allocation plan for their shared central services, such as HR and IT, and each department's portion was based on their FTE and their operating budget. Council President Young commented that there was a large jump from \$10 million to \$20 million in a two-year time period. Ms. McGuire explained that Metro's event venue revenue suffered during the pandemic, resulting in them dropping their operating budget and WPES had to carry the load. Mayor Rosener commented that that meant that the WPES was funding other operations. Metro Council President Peterson replied that "it was their portion of what was left." Ms. McGuire added that it should go down as the zoo and other venues increased their operations. Metro Council President Peterson added that

2026 would be a “cliff for the region” in terms of conferences coming into the area. She explained that this was delayed fallout from the 2020 protests and the fentanyl crisis in Portland. Mayor Rosener referred to the cost allocation of Metro’s central services and Ms. McGuire replied that it generally amounted to about 20% of the WPES budget and stated that that was reasonable. Mayor Rosener referred to the 2026 venue drop-off and commented that Metro would likely need to review their staff and services. Metro Council President Peterson replied that Metro departments were currently “rightsizing” and discussion occurred. Mayor Rosener commented that local facilities were able to offer similar services to Metro, so a new facility was not necessarily needed. Ms. McGuire replied that Metro staff would advocate to leverage private infrastructure to help provide needed services. She provided an overview of Metro’s key investments on page 19 of the presentation. Mayor Rosener asked that moving forward, Metro utilize scientific polling to gain insights into the region’s needs. He referred to Metro’s four-step budget development process and stated that a step needed to be added to review the costs of Metro’s programs and services and their impacts on rates. Metro Council President Peterson replied that there was discussion at the Metro Council level of waste management being a utility and should be treated as a utility and determining a minimum level of service. Discussion regarding better search engine optimization for waste management occurred. Mayor Rosener asked for more clarity around how Metro set their reserve levels and Ms. McGuire replied that it was a 45-day operational reserve. She added that there had been discussions regarding increasing it to a 60-day operational reserve given what they experienced during the pandemic. She reported that if Metro wanted to issue a bond for future infrastructure, then their reserves needed to be at a certain level. Mayor Rosener asked for more transparency and more inclusion of communities from Metro moving forward.

5. ADJOURN

Mayor Rosener adjourned the work session at 7:03 pm and convened a regular session.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:10 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Dan Standke, and Keith Mays. Councilor Doug Scott was absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

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

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of October 15, 2024, City Council Meeting Minutes**
- B. Resolution 2024-067, Appointing Deborah Reisman to the Sherwood Cultural Arts Commission**
- C. Resolution 2024-068, Appointing Leah Nedwek to the Sherwood Cultural Arts Commission**
- D. Resolution 2024-069, Appointing Michael Smith to Sherwood Police Advisory Board**
- E. Resolution 2024-071, Forming a Project Advisory Committee and Technical Advisory Committee for the Old Town Strategic Plan**
- F. Resolution 2024-072, Approving Sherwood Police Department Policy Updates**

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

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENT:

There were no citizen comments and Mayor Rosener addressed the next agenda item.

7. PUBLIC HEARING:

A. Resolution 2024-070, Updating the 2024-25 Fee Schedule for Compliance with State Building Code Regulations and Accela Contract

Community Development Director Eric Rutledge presented the “Sherwood City Council Resolution 2024-070” PowerPoint presentation (see record, Exhibit E) and stated that the Community Development and Planning Departments were transitioning to Accela, the state’s e-permit system. He explained that as a part of that transition, the State had completed an audit of the city’s fee schedule to determine compliance with state regulations and reviewed the fee schedule structure to ensure compatibility with Accela. He reported that an Area Development Permit fee for manufactured home parks and RV parks was added to the fee schedule. He stated that plumbing and mechanical permit fees were now itemized, and the grading fee had been moved to Section 8. He reported that the city would go live with Accela on November 18th and noted that customers would be able to pay online. Council President Young asked regarding credit card fees and Mr. Rutledge replied that the Accela contract did not permit credit card fees to be charged and stated staff would be back soon to present Council with a technology fee to help recoup those losses. He commented that the upgrade would improve customer service and would be integrated into the new city website. Council President Young asked why the state mandated the inclusion of the Area Development Permit fee for manufactured home parks and RV parks. Mr. Rutledge explained that the fee schedule for building was very prescriptive and much of it was dictated by the state. He clarified that the city kept the fee, but the state dictated what the city could charge. Mayor Rosener opened the public hearing to receive public comment. Hearing none, Mayor Rosener closed the public hearing and asked for discussion or a motion from Council. Councilor Mays asked if Accela would result in better efficiencies and Mr. Rutledge replied that he was optimistic about the efficiencies the new software would create for both staff and customers. Council President Young asked if a customer would be able to view all of their permits with the new software and Mr. Rutledge replied that was correct. Councilor Giles asked if Accela was the predominant e-permitting software

cities used to comply with the state mandate and Mr. Rutledge replied that it was. With no further comments or questions, the following motion was stated.

MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT RESOLUTION 2024-070, UPDATING THE 2024-25 FEE SCHEDULE FOR COMPLIANCE WITH STATE BUILDING CODE REGULATIONS AND ACCELA CONTRACT. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR SCOTT WAS ABSENT).

Mayor Rosener addressed the next agenda item.

8. CITY MANAGER REPORT:

City Manager Craig Sheldon reported that Old Town would hold a Halloween event on October 31st. He reported that there would be no Council meeting on November 5th. He provided an update on the construction of the pedestrian bridge. He reported that a Veterans Day event would be held on November 11th at the Arts Center.

Councilor Standke asked what was being done to ensure the security of ballot drop boxes. Police Chief Hanlon replied that the Police Department was keeping an eye on things and planned to provide a police presence at the ballot box on November 5th and spoke on the Washington County field force that was also available to ensure access to the ballot boxes. Councilor Standke asked if the previously announced Hide and Seek with a Cop event had been canceled and Chief Hanlon replied that was correct.

Mayor Rosener addressed the next agenda item.

9. COUNCIL ANNOUNCEMENTS:

Councilor Giles reminded residents to vote. He reported on his attendance at the most recent Library Advisory Board meeting. He reported on the production of the Sherwood High School musical. He congratulated the Sherwood cross-country team.

Councilor Brouse reported on her attendance at the Housing Advisory Committee meeting. She reported she attended the Police Advisory Board meeting in Council President Young's place. She reported the Wine Festival would be held on November 2nd. She reported that Old Town would hold a Halloween event on October 31st.

Councilor Mays reported on his attendance at the League of Oregon Cities conference. He reported on recent and upcoming Arts Center events.

Councilor Standke reported on his attendance at a Voices for the Performing Arts event. He reported on his attendance at the most recent Planning Commission meeting.

Council President Young reported on her attendance at the League of Oregon Cities conference.

Mayor Rosener reported on his attendance at the League of Oregon Cities conference. He spoke on the American Connectivity Program committee.

10. ADJOURN:

Mayor Rosener adjourned the regular session at 7:42 pm and convened an executive session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:45 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Dan Standke, and Keith Mays. Councilor Doug Scott was absent.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Police Chief Ty Hanlon, Finance Director David Bodway, and HR Director Lydia McEvoy.
- 4. TOPIC:**
 - A. ORS 192.660(2)(d)(e)(h) Labor Negotiator Consultations, Real Property Transactions, and Legal Counsel**

5. ADJOURN

Mayor Rosener adjourned the executive session at 8:55 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Sebastian Tapia, City Attorney

SUBJECT: Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association

Issue:

Shall City Council authorize the City Manager to enter into a contract with the newly formed Sherwood Police Sergeants' Association ("SPSA")?

Background:

HB 4115, which was passed in the Oregon Legislation's short session in February 2024, makes it clear that police sergeants have the right to form unions and engage in collective bargaining even when they have supervisory duties.

The Sherwood Police Department sergeants decided to form the Sherwood Police Sergeants Association and began negotiating their union contract with the City. The parties jointly recommend that City Council approves the contract attached as Exhibit A to the resolution.

Financial Impacts:

The cost to the City for the remaining year will be absorbed within the Police Department and incorporated into the FY 25-26 budget process.

Recommendation:

Staff respectfully recommends City Council approve Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association.



RESOLUTION 2024-073

**AUTHORIZING THE CITY MANAGER TO SIGN A UNION CONTRACT WITH THE SHERWOOD
POLICE SERGEANTS ASSOCIATION**

WHEREAS, HB4115 passed in February 2024 allows police sergeants right to form unions and engage in collective bargaining; and

WHEREAS, the Sherwood Police Department sergeants formed the Sherwood Police Sergeants' Association ("SPSA"); and

WHEREAS, the SPSA and City staff negotiated the terms of a union contract; and

WHEREAS, both parties recommend the authorization of the attached contract, marked as Exhibit A.

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

Section 1. The Sherwood City Council hereby approves the proposed Sherwood Police Sergeants Association (SPSA) attached as Exhibit A.

Section 2. The Sherwood Police Sergeants Association (SPSA) Contract will take effect on January 1, 2025.

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

Duly passed by the City Council 19th of November 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SHERWOOD POLICE SERGEANT'S
ASSOCIATION
AND THE
CITY OF SHERWOOD**

Expires: June 30, 2026

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ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – RECOGNITION

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

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

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

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Association recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the Police Department; determining standards and levels of service and methods of operation, including subcontracting, where Association members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just

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

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

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

ARTICLE 4 – EMPLOYEE RIGHTS

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

ARTICLE 5 – CONTINUITY OF SERVICES

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

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

ARTICLE 6 – CONTINUATION OF THE STATUS QUO

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

Collective Bargaining Agreement between the
City of Sherwood and SPSA
Expires June 30, 2026

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

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

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

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

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

ARTICLE 7 – ASSOCIATION BUSINESS

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

Section 2. Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting

members of the Association. Such representatives shall not enter any work location without the consent of the Chief or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

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

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

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

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

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

ARTICLE 8 – CHECKOFF AND PAYMENT IN LIEU OF DUES

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and Employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or Union because of the exercise of their legal rights or rights under the Labor Agreement in effect between the City and the Union. The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City. Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the fifteenth (15th) day of each month, to be effective on the first (1st) day of the following month.

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, mailing address, telephone number and position for which they were hired.

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

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

ARTICLE 9 – DISCIPLINE AND DISCHARGE

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

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

Section 3. Process. If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative and/or Association attorney during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

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

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

A. Definition.

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

B. Advance Notice.

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

C. The Interview.

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

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

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

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

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

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

ARTICLE 10 – DISPUTE RESOLUTION PROCESS - GRIEVANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 – ASSIGNMENT

Section 1. Shift and Vacation Bidding. Except in circumstances where it is necessary to distribute employees to meet the reasonable operating needs of the department (i.e. special assignments, unforeseen or emergency situations, training), employees assigned as Sergeant will be assigned to available shifts and days off based upon a bid process. Bidding of shift assignments and days off while assigned as Sergeant, will take place annually as follows: The City will post and announce Sergeant seniority shift and seniority vacation bidding by the 1st day of the month preceding the Shift and Vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA; The intent and purpose is for SPSA Sergeants to complete their shift and vacation bidding process by the end of the month prior to SPOA's commencement of bidding.

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

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

Section 2. Shift bidding shall follow the following process:

- 1) Patrol Sergeants will bid for shifts beginning with the Sergeant with the most seniority as an acting Sergeant and thereafter proceeding in order of seniority until the number of rotating Sergeants is equal to the number of patrol slots that could be rotated into.

- 2) Patrol Sergeants will be assigned a 4-10's schedule (4 consecutive 10 hour shifts in a week)
- 3) Administrative Sergeants will be assigned a 4-10's schedule in which the majority of hours are between 0800-1500
- 4) Patrol Sergeants may trade shift assignments with another willing Sergeant, subject to approval by the Chief or their designee

Section 3. If an officer within SPOA is asked by the Chief, or their designee, to serve as an interim Patrol Sergeant, the Officer will serve in the position previously bid on by the vacating Patrol Sergeant. Should a bid for shift and vacation bidding schedule occur during the time of interim service, this interim Patrol Sergeant will retain their rights in SPOA for shift and vacation bid scheduling. The returning Patrol Sergeant retains their rights for shift and vacation bidding within the SPSA.

Section 4. A Patrol Sergeant asked by the Chief, or their designee, to work out of class, at a rank above Sergeant, shall retain all rights for shift and vacation bidding within the SPSA.

Section 5. During primary vacation bidding Sergeants will be allowed to bid for a maximum of 4 weeks (160 hours) for primary vacation. 2 weeks of this must be in 40 hour blocks and 2 weeks may be individual days.

ARTICLE 12 – PERFORMANCE EVALUATIONS

Section 1. Regular non-probationary employees will be evaluated annually and shall receive a copy of their annual evaluation. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation. Probationary employees will receive a written evaluation after working twelve (12) months, upon completion of the probationary period. Unless otherwise prohibited by law, if an employee's anniversary date or yearly performance evaluation falls during a leave without pay period of thirty (30) calendar days or longer, the anniversary date and performance evaluation shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

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

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

for immediately upon hire within the Sgt classification.

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

ARTICLE 13 – PROBATIONARY PERIODS

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

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

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

ARTICLE 14 – SENIORITY, LAYOFF AND RECALL

Section 1. Seniority within SPSA shall begin on the date of promotion or assignment to Sergeant and will be honored upon completion of the employee's probationary period of Twelve (12) months. Seniority shall be determinative with respect to leave scheduling, requests for other leave time off, and selection of shifts and days off pursuant to Article 11, Section 2. For these purposes, seniority shall be defined as time served within the bargaining unit. The seniority of two (2) or more employees employed on the same date shall be determined by a drawn lot.

Section 2. 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 3. If the City should reduce its workforce, layoff shall be made within each job classification in a Department on the following basis: Employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where seniority is equal, ties will be broken by lot.

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

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

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

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

ARTICLE 15 – HOURS OF WORK

Section 1. Workweek and Workday. The regular City workweek is a period of one hundred sixty-eight (168) consecutive hours that begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The regular Sergeant workday consists of a work shift of ten (10) consecutive work hours.

Section 2. Work Schedules. Work schedules shall be established by the Police Chief or their designee and shall be posted in advance of the shift bid described in (Article 11, Section 1). The City reserves the right to modify any posted work schedule whenever such modifications are in

the best business interest of the City.

- A. A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- B. Administrative Sergeants will typically be assigned a 4-10's schedule in which the majority of hours are between 0800-1500. Based on operational needs of the department, the chief, or designee, shall give a minimum of seven (7) days-notice that the Administrative Sergeant will be changed to a 5-8 schedule. It is allowable to be less than seven (7) days-notice if mutually agreed upon.
- C. The City and the Association may agree to an alternative work schedule. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operating requirements of the Department. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5. Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days advance notice of any change in their regular hours of work or work schedule. Employees whose schedules are changed involuntarily by the City on less than seven (7) days' notice will be paid overtime for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6. Employees are required to maintain and provide to the City a telephone number so they can be contacted when not on shift. Employees are expected to make a good faith and reasonable effort to answer calls from the City. Approved remote work or phone calls for compensable work for 'On-Call Sergeants' will be paid at the rate of \$150.00 per month (Article 19/Section 4) with the exception of when an employee is unable to be on call as a result of an absence exceeding 30 days.

ARTICLE 16 – OVERTIME/COMPENSATORY TIME

Section 1. Overtime/Compensatory time calculated at time and one-half the employee's regular rate shall be paid for authorized work in excess of one or more of the following conditions: A. ten (10) hours per workday if on a 4-10 schedule or eight (8) hours per workday if a 5-8 schedule; B.

Forty (40) hours in a workweek; or C. Work incident to a schedule change on less than seven (7) days' notice pursuant to Article 15, Section 5. Overtime and Comp time shall be calculated to the nearest quarter $\frac{1}{4}$ hour.

Section 2. Overtime and Comp calculation: For determining a 40-hour workweek for the purposes of overtime and comp time, the use of authorized accrued leaves are included in the 40-hour calculation. Compensatory time shall be earned at one and one-half ($\frac{1}{2}$) times the hours worked but shall not exceed a maximum "bank" of seventy (70) hours.

Section 3. Captains, and the Chief of Police are authorized to require or authorize overtime by employees. Employees may be subject to discipline for working unauthorized overtime.

Section 4. Assignment of Overtime for Sergeants when the City has knowledge of a need to cover certain hours at least 7 calendar days in advance, the City will assign officers to cover those hours. SPOA will have first right of refusal for the posted hours requiring coverage until the period 5 days before the needed shift coverage. Sergeants are eligible to volunteer for overtime during the period 5 days before the needed shift coverage. Sergeants are not required to be part of a force-in list due to cover patrol minimums. Sergeants cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

Section 5.

- (1) Scheduling of comp time shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the City will not be obligated to schedule compensatory time off, and that such request is unduly burdensome if the request requires the City to drop below minimum manning levels or if the City does not receive at least seven (7) days advance notice of the requested time off. An exception to seven (7) days advance notice will be made in instances where the employee is given the next shift off pursuant to Article 17, Section 8.
- (2) Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6. Shift Trades: Subject to approval by the Chief of Police, Sergeants may trade a regularly assigned shift for another Sergeant shift, as long as the employees work the same number of hours in the same workweek. Trades are limited to be taken with the pay period (14 days).

ARTICLE 17 – CALLBACK

Section 1. Court Appearances: Employees who are required to report for work at Circuit Court, including Municipal Court, outside their regular shift or on their day off will be paid a minimum of four (4) hours at one and one-half (1 ½) times their regular rate. In the event a scheduled court appearance is within 2 hours of ending a scheduled shift, the employees shift will be extended until released from court. Overtime will be paid consistent with this agreement.

Section 2. (1) In all other instances, other than a court appearance, when employees are required to report for work outside their regular shift or on their days off, they will be paid a minimum of three (3) hours overtime. This provision does not apply if the employee is called in 2 hours or less before a scheduled shift; such time is paid for actual hours worked at one and one-half times their regular rate. This provision also does not apply to, trades, voluntary overtime or changes in work schedules as allowed by this agreement. (2) An employee who has received notice of a court appearance, shall confirm the court appearance at least sometime after the close of business on the day prior to the court appearance. Unless provided two (2) hours advance notice of cancellation, the employee shall receive compensation pursuant to Article 17.

Section 3. Any employee required to appear for a court appearance less than two (2) hours after the end of their regular shift shall be compensated at the rate of time and one-half of the time elapsed between: A. The reporting time and the beginning of the regular shift, or B. The end of the regular shift and the time the employee is released from court, whichever is applicable.

Section 4. For purposes of this article, court appearance by an employee means a court appearance required as a result of the employee's official capacity with the City of Sherwood.

Section 5. For purposes of this policy, reporting time for such appearances is deemed to be one half (½) hour before the time indicated on the official notice to appear, unless an earlier appearance time is approved by the Chief or his designee.

Section 6. More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 7. Employees who callback under Article 17, shall not be required to do work beyond the completion of a specific callback or court appearance. Minimum three (3) hour callback pay does not apply for remote work (for example: work from home) or phone calls off duty. Approved remote work or phone calls for compensable work for "On-Call" Sergeants will be paid at the rate of \$150.00 per month (Article 15 / Section 6).

Section 8. Safety Release: Employees working sixteen or more hours in a twenty-four hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. The employee should advise a Captain when they reasonably believe their shift will extend beyond sixteen unless to do so is not feasible. If the safety release time will extend into the employee's next regularly scheduled shift, the employee will be paid for those hours by the city. If the safety release time will extend more than halfway through the employee's next

shift, the employee may opt to use accrued leave for the remaining duration of this shift.

Section 9. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Sherwood Finance Department.

ARTICLE 18 – SALARIES

Section 1.

Effective July 1, 2024, the wage scale will be as set forth in Appendix A. (Appendix A)

Pay Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity
Hourly	\$48.89	\$50.85	\$52.88	\$55.00	\$57.19	\$59.61	\$61.99	\$63.85
Annually	\$101,691	\$105,768	\$109,990	\$114,400	\$118,955	\$123,989	\$128,948	\$132,817

Effective July 1, 2025, the wage scale will be as set forth in Appendix A, increased by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2024, with a minimum of 2.0% and maximum of 4.5%, by applying the percentage increase to the first step and maintaining % between steps.

Section 2. Pay periods. The pay period for bargaining unit members is every 14 days accounting for generally 26 pay periods per year.

Section 3. Working out-of-class pay. A Sergeant asked by the Chief, or his or her designee, to work in an acting role at a rank above Sergeant shall be paid 5% of base hourly rate for hours worked.

ARTICLE 19 – PREMIUM PAY

Section 1. Effective January 1, 2025, Sergeants shall receive additional compensation for the highest professional certification the employee has received through the State of Oregon Department of Public Safety Standards & Training as follows:

Advanced certificate **8%** of base hourly rate

Supervisory certificate **12.0%** of base hourly rate

(Premium pay shall be computed based upon the employee's base salary rate and shall be a maximum of 12.0%).

Section 2. Sergeants shall receive additional compensation for the following:

Residency within Sherwood City Limits **2.5%***
*Paid each pay period

Section 3. Sergeants shall receive the highest payment of any one of the following language skills.

Fluency in speaking Spanish language.¹ \$250 per month*

Fluency in American Sign language or \$125 per month*
any foreign language, other than Spanish,
that is determined by the Chief to be
operationally relevant.²

*Paid in the 2nd pay period of each month

(Payment for language skill payments are not cumulative).

Section 4. On call Sergeant (Article 15/Section 6) \$150 per month*

*Paid in the 2nd pay period of each month. Excludes months when a sergeant is on long-term leave or sabbatical.

Section 5. Longevity Pay. Upon receiving a satisfactory performance evaluation after their fourth (4th) year at Step 7 employees will receive "Longevity Pay" which is included in Appendix A.

ARTICLE 20 – INSURANCE

Section 1. The City will provide group medical, dental, vision, and life insurance programs for all regular fulltime employees according to each program's eligibility requirements. The City will pay 90% of the PPO Plan group medical, dental, vision premium cost for regular full-employees and their dependents. The City or insuring agency reserves the discretion to change plans or carriers subject to providing comparable benefit coverage. In the event comparable coverage is no longer available at the same or lessor overall cost, the parties will meet and confer to discuss alternatives. Resolution of disputes regarding providing comparable plans or alternative plans will be limited to the grievance process. Employees electing alternative plan options made available by the City may apply these contribution amounts toward such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

HRA/VEBA. Effective January 1, 2025, the City will contribute \$50 per pay period to each employee's individual HRA/VEBA account. Employees will pay \$50 per pay period to their individual account through payroll deductions. HRA/VEBA fees are the responsibility of the employee.

Section 2. During the term of this Agreement, the City will provide group term life insurance and

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Expires June 30, 2026

accidental death and dismemberment for each regular, full-time employee at one and one-half (1½) times the employee's annual salary, \$150,000 maximum.

Section 3. The City shall provide a program of long-term disability insurance for all bargaining unit members at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for the plan are paid 50% by the City and 50% by the employee.

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

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

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

ARTICLE 21 – TORT CLAIMS LIABILITY

Section 1. The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ARTICLE 22 – RETIREMENT

Section 1. The City shall provide for participation in the Public Employees Retirement System (PERS) for all eligible employees as provided for under the rules and regulations of that system. The City shall pay the cost of the employee's contribution to PERS (PERS pickup), not to be deducted from salary, consistent with PERS statutes, rules and regulations.

ARTICLE 23 – PAID LEAVES

Section 1. The City shall provide a program of earned time off for regular full- and part-time employees, which can be used to meet the employees' needs or desires for paid time off from work.

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employee's length in continuous service as full-time Sworn Law Enforcement. A break in continuous service is a break of 180 days or more. Full-time employees shall accrue PTO each pay period at the following rate:

Years of Continuous Service	Per Pay Period	Yearly Accrual Rate	Maximum Accrual
Less Than 3 years	5.23 hours	136 hours	204 hours
Greater Than 3 years	5.85 hours	152 hours	228 hours
Greater Than 6 years	6.46 hours	168 hours	252 hours
Greater Than 9 years	7.08 hours	184 hours	276 hours
Greater Than 12 years	7.69 hours	200 hours	300 hours
Greater Than 15 years	8.31 hours	216 hours	324 hours

Part-time employees shall accrue PTO at a prorated rate of full-time employees.

Section 3. HOLIDAYS The City and SPSA shall observe the following holidays on the dates indicated:

- New Year's Day – January 1
- Martin Luther King Jr. Day – Third Monday in January
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4
- Labor Day – First Monday in September
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday Following Thanksgiving – Fourth Friday in November
- Christmas Day – December 25

Exceptions: If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

- A) Holiday Pay – SPSA members shall receive holiday pay commensurate with their regularly scheduled number of hours, at their regular rate of pay for each observed Holiday listed above in Article 23 Section 3.
- B) An SPSA member may elect to work on an observed holiday upon approval of the Captain or Chief. If that holiday is worked, they will be compensated for hours worked at the regular hourly rate up to 10 total hours, only hours worked in excess of their regularly scheduled number of hours per day, on the approved holiday will be paid at the overtime rate and classed as hours worked for the purposes of calculating overtime (Article 16). If the member works on an observed holiday, they will still receive Holiday Pay as defined above

(Article 23 Section 3 A). Based on operational needs, the Chief may force-in a Sergeant for supervisory coverage of a Holiday. The Chief and the Association will make every effort to avoid the need for a force-in holiday.

Section 4. Sick Leave Accrual. In addition to PTO accrual in Section 2 above, the City shall provide eligible employees with paid sick leave in accordance with Oregon's Sick Leave Law. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period (every two weeks). Sick leave runs concurrently with Oregon Family Leave Act, Federal Family and Medical Leave and other leave when allowed by law. An employee begins to accrue paid sick leave on the first day of employment. Paid sick leave may not be used in excess of what has accrued. Part time employees are prorated consistent with applicable law.

Section 5. Maximum Accrual. PTO benefits are accrued to a maximum of one and a half (1 ½) times the employee's annual accrual rate. Employees will not accrue or be paid for any PTO in excess of one and a half (1 ½) times the employees' annual accrual rate. However, the City may approve temporary accruals and carry- overs of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and workload requirements, or other legitimate reasons that make use of accrued paid time off benefits unfeasible. Sick Leave, as provided by Section 3, will be accrued in a separate bank and employees will not accrue or be paid any Sick Leave in excess of seven hundred twenty (720) hours.

Section 6. Procedure for Use of PTO.

- A. Requests for time off submitted at the time of shift bid shall be granted within each classification on a seniority basis. Such requests may not exceed four weeks per shift bid per employee. Of those four weeks, up to two weeks may be taken in daily increments, with the remainder being taken only on a full workweek basis.
- B. A PTO leave request, except in emergency situations, should be made in writing to the section captain at least one (1) week in advance. The section captain shall respond with approval or denial within one (1) week of receipt of the request. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- C. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.
- D. Employees will be compensated through the regular payroll process when using accrued paid leaves. Accrued paid leaves cannot exceed 40 hours per work week. Employees must indicate in writing the number of PTO and Sick Leave hours for which paid accrual is requested to be used.

Section 7. Compensation of Unused PTO Leave

- A. Upon separation of employment: Employees with at least 180 days employment in their classification shall be paid in one (1) lump sum for any accrued but unused PTO only upon layoff, resignation, or dismissal.
- B. Upon written request by an employee and written approval by the City Manager, an employee shall be allowed to convert a block of up to eighty (80) hours of accrued PTO time into cash at the employee's then-current rate of pay once per fiscal year. To be eligible for the cash-out, the employee must have already taken at least eighty (80) hours of PTO within the past twelve (12) month period. Employees will be required to maintain a balance of a minimum of eighty (80) hours of accrued PTO, after cash-out, to be eligible for cash-out under this policy. The cash out process may take up to 2 pay periods to process and accrual caps will not be increased to allow for the processing time. Employees should plan accordingly. The City Manager will approve or deny any such PTO cash-outs in writing and may disallow or reduce the requested cash-out based on the ability of City finances to absorb the cost

Section 8. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Section 9. Worker's Compensation

A. Pay During Workers' Compensation Leave

1) During the First 120 days. If eligible for time loss due to an on-the-job injury or occupational illness and a worker's compensation accepted claim, the City shall issue a gross up check each pay period in an amount which is the difference between any worker's compensation payments and the employee's regular gross wages, excluding overtime for that period covered by the compensation payments. Employees shall retain any time loss payment/checks received by the City's workers compensation provider. Employees may be required to provide Payroll with evidence of the workers compensation payment so that Payroll may calculate the gross-up check amount. The City will endeavor to process the gross up check as soon as operationally possible, however, depending on the date of the workers compensation payment, the gross up check may be paid in the following pay period. The employee shall receive any general salary adjustments (COLA) and will be eligible for any salary step increase subject to satisfactory performance at the date of injury. During the period of the first 120-days, the City will deduct the employee's insurance cost share premium contributions or the other required deductions through payroll deductions from any gross up payments made to the employee each pay period. During the first 120-day period, the employee will continue to accrue all benefits, including but not limited to sick leave, vacation accrual, health insurance and PERS contribution. The PERS contribution is limited to the value paid by the city as the gross-up payment each pay period.

2) After 120 Days. Employees shall use available sick leave balances in order to gross-up

and receive their regular gross wages. The employee's sick leave bank shall only be charged the difference between the employee's time loss payments/checks and their regular gross pay. If the employee's sick leave bank is depleted, the employee may elect to use available Comp Time or PTO to make up the difference. Employee medical benefits will continue for a maximum of 12 months and leave accruals will be calculated proportionately to the amount of leave used by the employee to supplement their wages.

B. Early Return-to-Work Program.

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Section 10. Sabbatical

- A. Eligibility: Full time employees with 60 months of DPPST service with the Department or prior Oregon agency is eligible for a Sabbatical Leave. For lateral Sergeants, the Sergeant must have successfully completed their probationary period and have at least 48 months of certified experience in Oregon. Eligible employees may have no more than one sabbatical within any three-year period, unless otherwise approved by the Chief of Police.
- B. Request: Employees may submit a request to take Sabbatical leave after service in sworn law enforcement of 5 years and then upon completion of each subsequent anniversary ending in 5-year increments. The Chief retains the sole discretion to schedule Sabbatical leave order and succession. Requests should be made by memorandum to the Patrol Captain during the period of primary bidding. The Chief retains the sole discretion to schedule leaves based on operational need. Such discretion is not subject to grievance.
- C. Length of Sabbatical Leave: Full time employees work a regular schedule of 40 hours a week. Sabbatical leave is intended to cover about four (4) weeks off taken in the equivalent of 30 consecutive calendar days off and 160 hours of regular scheduled paid time.

D. Compensation: During the period of the Sabbatical leave, an employee must use 80 hours of accrued PTO or Compensatory time. The City will provide paid administrative leave of 80 hours, for a total time off of 160 consecutive hours. Employees accrue paid leaves under the CBA as if in paid status.

E. Leave rules

- a. The leave period is intended to be 30 consecutive calendar days off. Based on schedule, an employees' normal "weekend" day may apply at the beginning and/or end of the scheduled sabbatical leave period, resulting in more than an actual 30 days off.
- b. The 30-day period may not be extended by seeking to use additional PTO or compensatory time. In extraordinary circumstances and at the sole discretion of the Chief, a request for a longer period may be considered. The decision of the Chief is final and not subject to grievance.
- c. In the event an employee seeks to use sick leave that qualifies under FMLA, OFLA or other state law during the Sabbatical leave period, the timelines and applicable laws will be reviewed with Human Resources and the employee. If applicable, the city may set aside 80 hours of the employee's PTO or Compensatory time to ensure the employee has enough to cover their portion of the leave.
- d. Employees on Sabbatical leave will not engage in ANY work duties while on leave, with the exception of attendance to a court matter by subpoena. The Department will make all efforts to notify the Courts about leave schedules and unavailability. The employee is not eligible for any overtime work, off duty work, or related, unless otherwise approved by the Chief. During the leave period, employees should not be checking work email, engaged in work conversations, or attending police facilities absent social gatherings. This provision is not intended to impede any rights when engaged in Union activities.
- e. Operational Exception: The City intends to make every effort to not disrupt an employee while on Sabbatical Leave, however as a last resort and based on operational need, the City may require an employee to return to work. If the return to work exceeds 72hours, the duration of the Sabbatical Leave will be reviewed for extension. If an employee is required to appear for Court while on Sabbatical Leave, the employee will be paid time and one-half.
- f. Notification of sabbatical eligibility must be made by memorandum to the Patrol Captain or designee during the primary bidding process.
- g. Sabbaticals will be scheduled, after primary bidding is complete for SPSA and SPOA.

ARTICLE 24 –LEAVES WITHOUT PAY

Section 1. Bereavement Leave. Bereavement leave shall be granted in accordance with state law and City policy for immediate family. Employees shall be required to use accrued PTO, vacation and sick leave before taking any unpaid bereavement leave.

“Immediate family” for purposes of this section is defined by state law.

Section 2. Emergency Leave for a Sibling. When a death or serious illness occurs for an employee's sibling, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave first and then from the employee's PTO, if necessary. Emergency leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule. All emergency leave shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. Use of such leave is concurrent with any applicable leave under OFLA.

Section 3. Military Leave. Military leave shall be granted in accordance with state and federal law and City Policy.

Section 4. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter within the employee's scope of employment or on behalf of the City, the employee shall be granted leave with pay. Compensation received from the Court or a third party (excluding travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 5. Family Medical Leave. Family medical leave shall be granted in accordance with state and federal law, and City policy.

Section 6. Leave Without Pay.

- A. Generally. Leave without pay may be granted to any regular employee by the City Manager or his designee for any period of time up to 90 days for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager or his designee shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City. Temporary employees shall not be granted leave without pay.
- B. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the Police Chief and referred to the City Manager with the Police Chief's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce

or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

- C. Return to Work. Unless otherwise approved by the Police Chief or his/her designee after giving due consideration to extenuating circumstances, failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment with the City. Employees on leave without pay may return to work early, provided notice is given to the Police Chief at least five (5) regular City workdays in advance.
- D. Benefits. PTO and Sick Leave are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by law, though the employee may elect to personally continue such coverage as provided under the terms of such policies through COBRA. At the City Manager's discretion, an employee may be required to use any earned but unused PTO and holiday benefits before a leave without pay is granted. If an employee is on approved FMLA or OFLA Leave, during leave without pay, the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on unpaid FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in benefit plans.
- E. Return from Leave without Pay. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step.
- F. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued PTO and Disability PTO prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the determination of a health care provider, the certificate shall, if possible, be from the health care provider who previously examined the employee.

Section 7. Administration of Leave Requests. The following provisions will apply to the administration of all leave requests under this article unless otherwise indicated.

- A. Eligibility for Leave. Regular full or part-time employees will become eligible for leave without pay under this article when they have been employed for at least one hundred eighty (180) calendar days before the first day of leave.
- B. Notice of Leave. Unless otherwise required by law, employees must provide thirty (30) days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable,

notice of such leave must be provided as soon as the employee learns of the need for leave. At a minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work. Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits. In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave.

- C. Certification. The City may require an employee to provide certification from the employee's health care provider to support a leave of absence request under this article, to the extent allowed by law. Where the need for leave is anticipated, the employee must provide the certification in advance of the leave, when possible (although certification is not required for parental leave, the employee may be required to provide documents evidencing birth, adoption or foster placement). Where the need for the leave is not anticipated, an employee must provide certification within fifteen (15) days of the City's request for such certification. In some cases, the City may require a second or third opinion (not for leave to care for sick child), at the City's expense. If an employee requests a family medical leave for the employee's own serious health condition, the employee will also be required to furnish a certification (fitness-for-duty certification) from the employee's health care provider at least three (3) working days before returning to work.
- D. Benefit Status During Leave. Unless otherwise indicated, leaves under this article are unpaid. Leave shall not continue to accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.
For employees on a family medical leave who are otherwise qualified for employee benefits, the City will continue employee benefits, including group medical insurance, for the period of leave required by law, provided the employee pays his/her portion of the premiums. Employees will be asked to authorize payroll deductions for any employee contributions for benefits while they are on leave. In certain situations, the City reserves the right to recover any premiums paid on behalf of an employee for group medical insurance during the leave. For example, if an employee decides not to return to work after a leave for reasons other than a serious medical condition or circumstances beyond the employee's control, the City reserves the right to recover those premiums paid for such benefits on the employee's behalf during the unpaid leave.
- E. Calculation Period. The 12-month period during which leave is available (also referred to as the "one-year calculation period") will be based on a calendar year beginning January 1 and ending December 31 of that same year.
- F. Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, they will be entitled to be reinstated to an available equivalent position. Employees must promptly

return to work when the circumstances which necessitate their leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement. With the exceptions of employees who are off work as the result of industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.

- G. Leave requests will be administered in accordance with any applicable federal or state laws. Leaves under this Article will run concurrently where permitted by law.

ARTICLE 25 – UNIFORMS

Section 1. If an employee is required to wear a uniform or carry equipment, such uniform and/or equipment shall be furnished by the City. The employee shall reimburse the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and equipment is the responsibility of the employee. The City will provide cleaning service for up to two City-issued uniforms per week and cleaning service for court attire as needed. The City shall provide Sergeants with a footwear reimbursement in the amount of three-hundred (\$300) - Receipts are required. Furthermore, the City shall provide a reimbursement of up to three-hundred (\$300) every two (2) years for the receipted purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police's discretion. Proper maintenance of the appearance of footwear is the responsibility of the Sergeant.

Section 2. Subject to approval by the Police Chief, an employee may be authorized to substitute personal equipment for the equipment furnished by the City. However, the City shall not be responsible for an employee's personal property if loss or damage occurs in the line of duty when City furnished equipment is available.

Section 3. Employees assigned Administrative Sergeant shall receive an annual clothing reimbursement of up to seven -hundred dollars (\$700) for the receipted purchase of clothing for work. Administrative Sergeant shall be expected to maintain an appearance appropriate to their assignment, as determined by the Chief of Police.

ARTICLE 26 – TRAINING

Section 1. Mandatory Training. When an employee is assigned to attend a training activity, the following shall apply:

- A. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.

- B. All mileage and per diem shall be reimbursed in accordance with this agreement.
- C. All authorized time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

Section 2. Employee Requested Training. Employees may request to attend training determined to be related to their position. In the event the training is approved, the employee will be assigned to attend the training, and the City may adjust the employee's schedule to attend the training in efforts to minimize overtime obligations. Assigned training is subject to expenses as provided in section 1 above.

Section 3. The City shall provide an opportunity for each Sergeant to receive all training hours required by DPSST for the maintenance of the employee's certificate. Such training shall be considered mandatory training.

ARTICLE 27 – BUSINESS TRAVEL

Section 1. Mileage Reimbursement. Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS-allowed rate.

Section 2. Expenses. An employee traveling on authorized City business (excluding Association business and training under Article 7, Section 7) shall receive per diem for meals (according to the applicable GSA rate) and mileage (according to the applicable IRS rate). Lodging and airfare will be paid for by the City.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain the approval of the Chief of Police and the City Manager. Such approval shall not be unreasonably withheld.

ARTICLE 29 – MISCELLANEOUS

Section 1. General and Special Orders. Policies and orders in effect are available to all employees online. The City will provide the Association with all additional policies and orders promulgated during the term of this agreement.

Section 2. Use of Force Situations. The parties agree that the Washington County Use of Deadly Physical Force by a Police Officer Plan has been approved by the City Council and that it will control situations to which it applies. The parties further agree that the Plan provides for an administrative protocol to be followed in the event of use of deadly physical force by a police officer and that any alleged violations of the Plan by the City will be handled in accordance with the Plan and/or SB 111, and will not be subject to the grievance procedure.

Employees involved in the use of deadly force, as defined by the Sherwood Police Department policy manual, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement; however, the Sergeant shall be required to provide immediate, on-scene information such as the status of the incident and the location of a suspect. All employees involved in the use of deadly force or a traumatic incident, as determined by the Chief of Police or the Association, shall be required to meet with a mental health professional at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the mental health professional the employee wants to visit from a list of licensed mental health professional mutually agreed upon between the City and the Association. The employee shall notify the City of their choice. Debriefing by a chaplain is not considered counseling by a licensed mental health professional. These meetings shall be covered by the psychotherapist/ patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

ARTICLE 30 – PERSONNEL FILES

Section 1. Content. Personnel records maintained on Police Department employees may include, but are not necessarily limited to, a list of the positions held, and compensation received, performance evaluations, and special commendations or awards relating to job performance, notes regarding any disciplinary action(s) and records regarding the payment or administration of benefits. Personnel records will be maintained by the City Manager or designee. All employees, including those on leave without pay status, are required to keep the City informed of their current home address at all times.

Section 2. Confidentiality. An employee's personnel records are confidential, except as provided by law. Only the employee, a representative of the employee with written permission of the employee, the employee's immediate supervisor, the Police Chief, and the City Manager, or other personnel authorized by the City Manager, may examine an employee's confidential personnel records. Confidential personnel records shall not be released to any unauthorized individuals except with the written consent of the employee, unless otherwise permitted by law. No documents shall be removed from an employee's personnel file without the City Manager's approval, provided, however, employees have the right to inspect and to copy documents from their own personnel file at any time, subject to notification of the City Manager. Authorized inspections shall take place in the presence of the City Manager, City Attorney or the Director of Human Resources.

Section 3. Response to Disciplinary Material Placed in Personnel File. An employee may respond in writing, within (30) calendar days, to any information in such document with which the employee disagrees, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 4. Removal from File. Upon written request by an employee, all letters of warning and

reprimands will be removed from an Association member's personnel files at the time permitted by OAR 166-200-0305(4)(a) and (b), unless other similar discipline has been received by the employee within the applicable retention period. For sworn law enforcement employees, personnel files will be maintained at a minimum of 10 years post-employment consistent with applicable law. *(note: Removal from file does not preclude continued record keeping for civil purposes or for purposes of proving notice of rule)*

ARTICLE 31 – FUNDING CLAUSE

Section 1. The City agrees to include moneys necessary to fund this Agreement in its General Fund budget. However, the City makes no guarantee or representations as to passage, voter approval, or level of employment within the department.

ARTICLE 32 – SAVINGS CLAUSE

Section 1. The parties agree to abide by ORS 243.702.

ARTICLE 33 – CLOSURE

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

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Sherwood Police Sergeant's Association where mutually agreeable.

ARTICLE 34 – TERM OF AGREEMENT

Section 1. This agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2026, and shall continue in effect during the period of negotiations until a successor agreement is reached.

Section 2. The parties agree to initiate successor bargaining by March 1st of the expiring year.

**FOR THE SHERWOOD POLICE
SERGEANTS ASSOCIATION**

**FOR THE CITY OF
SHERWOOD**

Association President

City Manager

Date

Date

APPENDIX A – WAGE SCHEDULE

Effective July 1, 2024

Pay Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity
Hourly	\$48.89	\$50.85	\$52.88	\$55.00	\$57.19	\$59.61	\$61.99	\$63.85
Annually	\$101,691	\$105,768	\$109,990	\$114,400	\$118,955	\$123,989	\$128,948	\$132,817

TO: Sherwood City Council

FROM: Richard Sattler, Interim Public Works Director

Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: Resolution 2024-074, Adopting the Murdock Park Master Plan

Issue: Shall City Council adopt the Murdock Park Master Plan?

Background: The 2021 Park & Recreation Master Plan identified updating the Murdock Park Master Plan as a high-priority project, leading to its inclusion in the City's 2023/24 budget. To move forward, the City issued a Request for Proposals (RFP) for the Murdock Park Master Plan on October 12, 2023, and received four competitive proposals. Following a thorough evaluation and interviews with two firms, the City awarded the contract to Lango Hansen Landscape Architects.

As part of the planning process, the City of Sherwood hosted a community open house in March 2024 to gather valuable public input. This event was a key part of the Site Analysis phase, focusing on understanding the community's experiences with and aspirations for Murdock Park. Using the feedback gathered from the open house and site analysis, three design alternatives were developed.

To further refine these concepts, the City launched an online survey, which ran from June 4 to June 24, 2024. The survey provided detailed information about each design alternative and sought input not only on which concept was preferred but also on specific elements that should be incorporated into the final design. The survey garnered over 700 responses.

The survey results were instrumental in shaping a 'preferred design,' which was then presented to the Parks Board on August 5, 2024, the City Council on August 6, 2024, and the public during a final open house at Murdock Park on September 12, 2024. The purpose of these outreach efforts was to share survey results and confirm that the proposed design aligned with the community's priorities and needs.

At the October 2024 Parks and Recreation Advisory Board meeting, the final preferred design was presented, and the Board unanimously recommend that the City Council adopt the Murdock Park Master Plan.

This Master Plan will serve as the guiding document for future improvements to Murdock Park, with the construction timeline to be determined based on available funding.

Financial Impacts: There are no financial impacts for the adoption of this Master Plan.

Recommendation: Staff respectfully recommends City Council approve Resolution 2024-074, Adopting the Murdock Park Master Plan.



RESOLUTION 2024-074

ADOPTING THE MURDOCK PARK MASTER PLAN

WHEREAS, the 2021 Park & Recreation Master Plan identified updating the Murdock Park Master Plan as a high-priority project; and

WHEREAS, on October 12, 2023, the City issued a Request for Proposal for the Murdock Park Master Plan and received four proposals; and

WHEREAS, after a thorough evaluation and interviews with two firms, the City awarded the contract to Lango Hansen Landscape Architects; and

WHEREAS, to incorporate community input in developing the Master Plan, the City of Sherwood organized two public open houses, conducted an online survey, and shared the preferred design at Park and Recreation Advisory Board meetings and at a City Council work session; and

WHEREAS, the final preferred design, along with insights from the open houses, were presented at the Parks and Recreation Advisory Board meeting on October 7, 2024; and

WHEREAS, the Parks and Recreation Advisory Board unanimously recommended that the City Council adopt the proposed Murdock Park Master Plan.

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

Section 1. The Sherwood City Council adopts the Murdock Park Master Plan, attached hereto as Exhibit A.

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

Duly passed by the City Council this 19th of November 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

MURDOCK PARK

2024 Master Plan



October 2024

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Project Team:
Lango Hansen Landscape Architects
Pacific Habitat Services, Inc.



1

PROJECT BACKGROUND

In this section of the report, the foundation of and process for this study is discussed, including background on the planning framework for the plan, project guiding principles, and an introduction to Murdock Park.

PROJECT BACKGROUND

The development of a master plan for Murdock Park is an opportunity to explore how this public space can be enhanced to enrich the lives of the citizens of the City of Sherwood. The master plan will be used to guide future improvements to the park and as such, it is important that the plan is not only feasible, but that it is collaborative and firmly rooted in the values and needs of the citizens of Sherwood. This process should result in a design for Murdock Park that is enduring and beloved by the community.



MASTER PLAN PROCESS

The master planning process was divided into three phases of work, which will allow for an iterative design process informed by an understanding of the site and input from the community.

Phase 1: Site Analysis

The intent of Task 1 is to fully understand site opportunities and constraints, identify technical and regulatory issues, and engage the community to develop a clearly defined vision for programming in Murdock Park. This program will serve as the foundation for the next phase of work.

Phase 2: Concept Alternatives

The second phase of work will build upon the technical investigations, site analysis, and community feedback to develop creative design solutions that work within site constraints, respect the project budget, and meet community expectations. This task will see the development of design alternatives and will seek consensus to determine a preferred concept.

Phase 3: Preferred Design

The purpose of phase 3 is to confirm the preferred design approach and refine the plan to ensure that it meets the communities expectations. This plan will serve as the basis for potential future park construction.

PUBLIC FEEDBACK

The master plan process was designed to be collaborative and iterative, ensuring that the work was responsive to feedback received from the community. This design approach was intended to be driven by the community such that the final plan for Murdock Park is a reflection of the needs and desires of the people who will use the park.

Public consultation occurred in each phase of the project, including an open house in phase 1 that focused on understanding the communities goals for the park, an online survey in phase 2 that collected feedback on design alternatives, and an open house in phase 3 to solicit feedback on the master plan.

The City of Sherwood Parks and Recreation Advisory Board was consulted once in each phase to receive additional feedback and to provide guidance on how to proceed with park amenities. Their feedback informed the development of the master plan to ensure that public feedback and City priorities were implemented.

The master plan was reviewed and discussed in two City Council work sessions; once to review the design concepts and again to review the final proposed master plan. This feedback was valuable to ensure that the proposed park improvements considered existing park assets responsibly and that the master plan was aligned with the City's goals.



PROJECT BACKGROUND

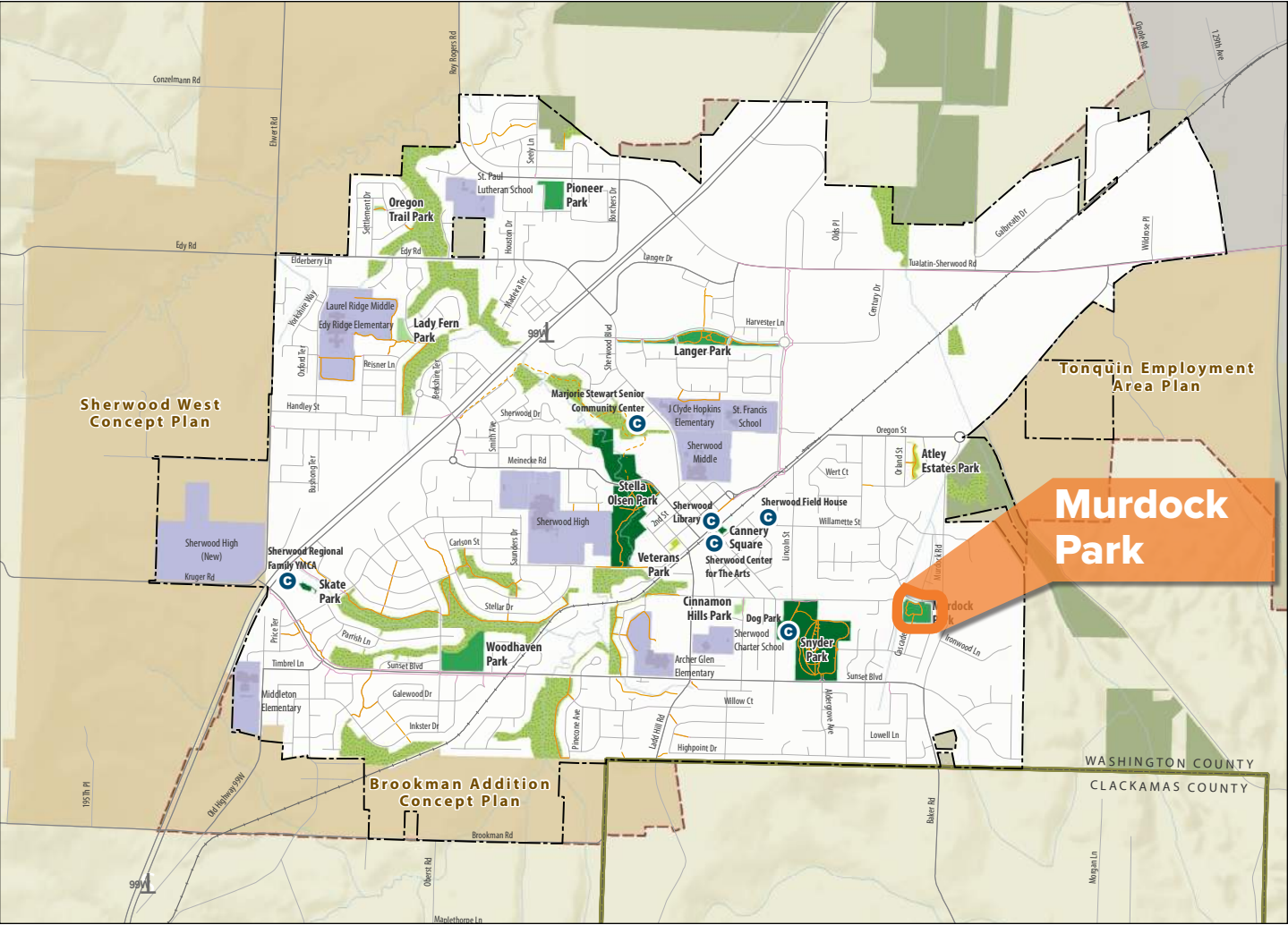
PLANNING FRAMEWORK

The Master Plan for Murdock Park is a result of the 2021 City of Sherwood Parks and Recreation Master Plan, which has provided a framework to guide the City in setting priorities and making decisions about parks, trails, open space, natural areas, recreation facilities, and programs as well as providing design guidelines for parks and facilities.

The following recommendations were made for Murdock Park:

- Create a master plan to guide improvements.
- Enhance the play experience, including incorporating nature play elements and climbing features. Consider relocating the play area to the north of the shelter.
- Consider adding a sport court.

- Create a longer walking loop with a measured distance.
- Add more native vegetation around the stormwater pond and develop a picnic area or small picnic shelter overlooking the pond.
- Convert turf not being used for recreation to ecolawn or drought resilient plants to reduce mowing needs and increase landscape complexity.
- Plant more shade trees.
- Add a restroom.
- Add more recreation amenities consistent with design guidelines for neighborhood parks.



Legend

Community Park	Natural Areas	Trails and Paths	Other Facilities
Neighborhood Park	City of Sherwood Owned Natural Areas	Existing Trails	Community Facilities
Pocket Park	Tualatin River National Wildlife Refuge	Future Trails	Schools
Open Space	Trails and Paths	Separated Bike Paths	
Concept Plan Areas			

PROJECT BACKGROUND

GUIDING PRINCIPLES

Based on direction from the 2021 Parks and Recreation Master Plan, the following guiding principles were established as a starting point for the master plan.

Provide Green Solutions:

Add more native vegetation around the stormwater pond, convert turf not being used for recreation to ecolawn or drought resilient plants, increase landscape complexity, and plant more shade trees.

Promote Health and Accessibility:

The park should be a place for people of all ages, abilities, and recreation interest.

Enhance the Play Experience:

Build upon the existing playground and incorporate additional amenities, such as nature play elements and climbing features. Consider the location of elements to create a playful space that inspires joy.

Improve and Expand Park Amenities:

The Plan for Murdock Park must provide recreation amenities consistent with design guidelines for neighborhood parks, such as a picnic shelter overlooking the pond, a restroom, a sport court, and an enhanced path network with additional connections, a longer loop, and embedded measured distances.

Elevated Park Design:

The design of Murdock Park should inspire delight and be enduring and meaningful to the residents of Sherwood. Opportunities to express Sherwood's identity by integrating cultural, historic, and place-based art and interpretation should be capitalized on.



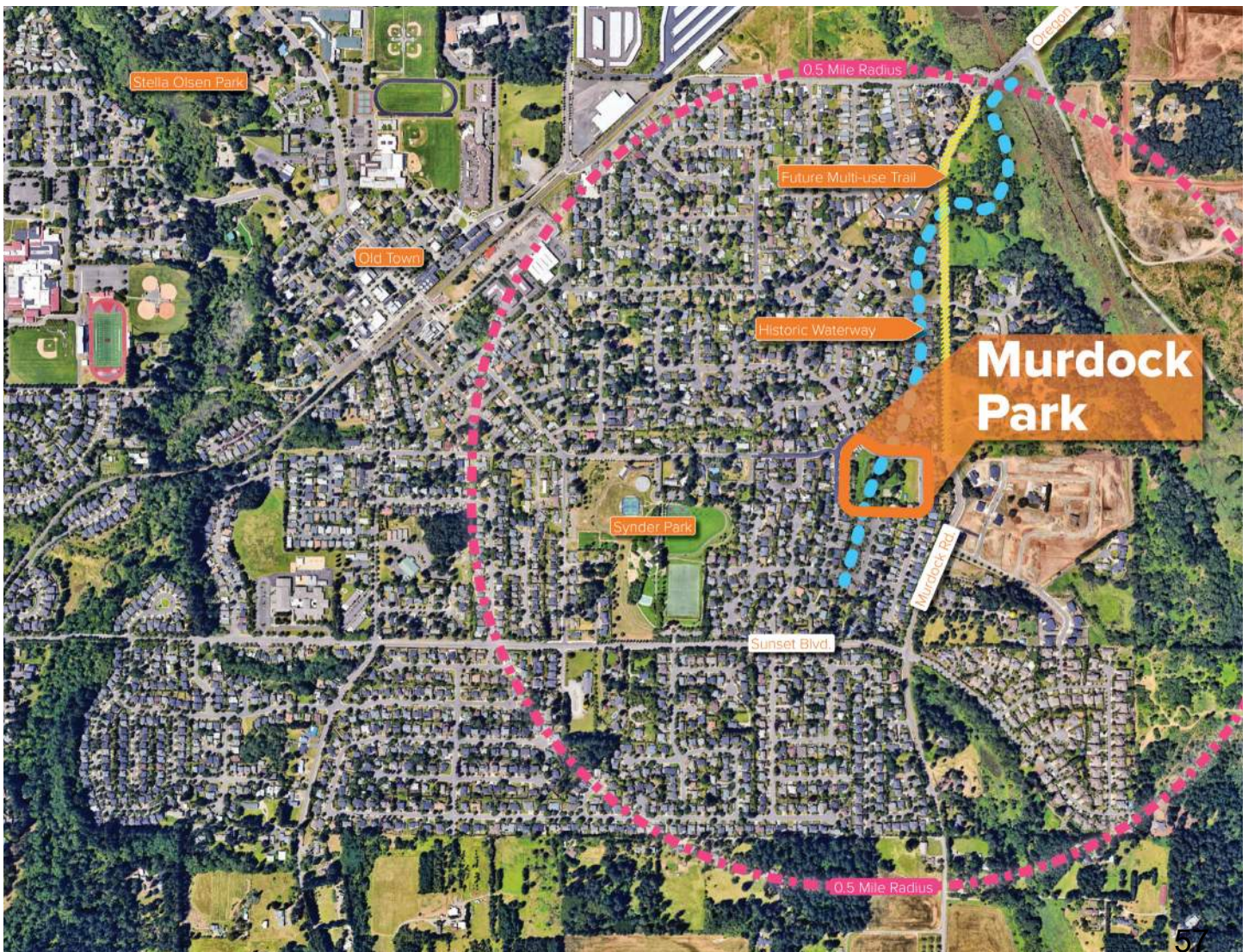
PROJECT BACKGROUND

SITE CONTEXT

The 2021 City of Sherwood Parks and Recreation Master Plan classifies Murdock Park as a neighborhood park. These types of parks are intended to provide close-to-home recreation opportunities for nearby residents who typically live within walking and bicycling distance, approximately half a mile, of the park.

Murdock Park is about a 10 minutes walk to Snyder Park, a community park with the widest variety of amenities in the city. These park experiences should be considered when reviewing potential new park amenities at Murdock Park.

It is also notable that Murdock Park exists in the location of a historic waterway. Although drainage patterns have changed due to development, this historic waterway still exists in the form of a stormwater pond in the middle of the park.



PROJECT BACKGROUND

EXISTING CONDITIONS

Murdock Park is a large neighborhood park which provides close-to-home recreation opportunities for nearby residents who typically live within walking and bicycling distance of the park in a residential setting. The park features amenities include a playground, multi-use walkways, picnic shelter, benches, picnic tables, lawn areas, a stormwater retention pond, and an pond overlook. Murdock Park is bordered by single family residences along the western and southern property lines.

The existing retention basin is a scenic feature in the center of the park, including an overlook, seating, and the highest density of plantings on site. The drainageway into the pond is similarly notable for its dense plantings.

Much of Murdock Park has gentle slopes which help facilitate programming throughout the site, however, there is

a sharper grade change along the Williams Avenue frontage. Consideration will need to be taken to address these grade changes to ensure proposed amenities, such as playground equipment or sports courts, are sited appropriately and accessible routes are provided.

The pathway system in Murdock Park includes two paved entrances, one off Upper Roy Street and the other through the residences to the south, exiting at the Cascade Place cul-de-sac. Although the path does provide a circuit around the park, certain amenities, notably the covered picnic space and the swings, are disconnected.

The existing playground includes swings, a climbable boulder, and a post and platform play structure. These elements are located adjacent to the picnic shelter, creating a collection of active recreation elements in the southern portion of the park.

- 1 Pond

2 Pathways

3 Pond Overlook

4 Drainage Swale

5 Swale Crossing

6 Benches

7 Park Sign

8 Restroom

9 Swing Set

10 Playground

11 Picnic Shelter

12 East Lawn



2

SITE ANALYSIS

Fundamental to the development of any plan for Murdock Park is an understanding of the opportunities and constraints of the site. This information, gathered through site investigations and from speaking with the community will guide the development of the master plan.

SITE ANALYSIS

A fundamental step in creating a successful plan for the future of Murdock Park requires an understanding of the opportunities and constraints of the existing park. This plan illustrates some of the site features, environmental factors, and park elements that will affect how potential future improvements will be implemented.

- Area of Moderate Slopes**
These areas are sloped enough that consideration will be needed for any programming in these spaces. Maintaining accessible pathways through these areas could require som re-grading.
- Area of Steep Slopes**
These areas are sloped steeply and could potentially require significant re-grading in order to make these areas viable for park programming.
- Pathway Accessibility**
These highlighted sections of pathways do not meet the Americans with Disabilities Act (ADA) standards for accessibility due to the slopes being too high.
- Fences at Property Line**
The west and south boundaries of the park back onto houses with fences along the property line. Site activities must be designed in a manner that minimizes disturbance to neighbors.
- Tree Condition**
These trees are in good condition.
- These trees are in okay condition, however they are showing signs of stress or have the potential to become safety and/or maintenance concerns.
- These trees are in poor condition. Although not currently safety concerns, they show signs of decline and should be monitored.
- Existing Culvert**
The existing culvert is near the end of it's design life. As such, there are opportunities to reconsider this crossing and related chain link fences.
- Wetland Setback**
The pond will be regulated by Clean Water Services, meaning that there will a 50 ft. planted buffer. This buffer will have strict requirements on the types of programming can occur in this zone.
- Shallow Bedrock**
There is bedrock below the surface that will need to be considered for any improvements in the east portion of the site. This could possibly affect what can be built in this area.



SITE ANALYSIS

PHASE 1 - PUBLIC MEETING

To gather community feedback to inform the development of the design plan, the City of Sherwood hosted an open house in March 2024. This effort was part of the Site Analysis phase of work and focused on engaging the community to gather feedback on their experience with and desires for Murdock Park. The open house was a meet-and-greet style event with staff stationed at information displays to explain materials, answer questions, and solicit input on future parks programming.

Information collected included observations from community members on how they use the park, notes of the types of improvements they would or would not like to see implemented, and voting on specific types of park programming, based on the guiding principles for the project. The collected feedback guided the development of park design concepts in the Concept Alternatives phase of work.

Participation

The open house was well attended with over 40 community members in attendance. Additional feedback was received via email and social media.

The City informed the community about the open house through the following outreach efforts:

- Social media posts on the City's Facebook page
- Media posts on the City of Sherwood's website
- Open House Fliers
- Utility Mailers

Feedback Summary

Feedback was collected and analyzed to determine common themes, interests, and desires for the park. Feedback received was primarily of two types: dot voting on specific programming opportunities and notes on observations of and desires for improvements to Murdock Park. Below are some key themes from these exercises.

- People love the natural and serene feel of the park. It was a common sentiment that one of the most loved aspects of the park is its serene, natural feel, particularly as it relates to the pond. Much of the feedback received was supportive of enhancing this feeling and aesthetic and to use this as a theme for enhancements not just adjacent to the pond, but throughout the park.
- Enhancement and addition of amenities that allowed users access to or views of the pond were popular. Boardwalks, enhancement of the overlook, and the addition of new overlooks were popular programming opportunities.

- There was strong support for including a restroom with a drinking fountain in the plan. There were some concerns raised, however, that such a building would block site lines, potentially making the park unsafe for parents monitoring their children. Proper placement of this element will be important.
- It was noted that one of the primary users of this park are parents and their children. Upgrades to the playground, including a preference for nature play elements, more inclusivity, protection from the sun, and more seating for parents, were recorded.
- The addition of a basketball and/or sports court received mixed support, with some expressing a desire to have a place for sports in the park and others expressing concern that the noise and activity would detract from the serene environment in the park, noting that Snyder Park already has such facilities.
- There was general support for ensuring that the pathway system and future park improvements be upgraded so that the park is fully accessible.
- The park improvements should take into account the informal ways the park is used. The community informed the design team that one of the informal uses of the park was sledding in the northeast corner of the park. Some expressed concern as the sledding is directly adjacent to the street, however others expressed a desire to maintain some sort of opportunity for sledding.

IMPROVE AND EXPAND PARK AMENITIES

What types of amenities would you like to see added to Murdock Park?



MURDOCK PARK MASTER PLAN

PUBLIC OPEN HOUSE #1

3

DESIGN ALTERNATIVES

Based on the feedback from the community in the Site Analysis phase of work, three design alternatives were developed to explore different approaches to the design of Murdock Park. The goal of these alternatives was to determine which amenities, and how they are implemented, were most important to the community.

DESIGN ALTERNATIVES

PRECEDENT IMAGERY



CONCEPT 1

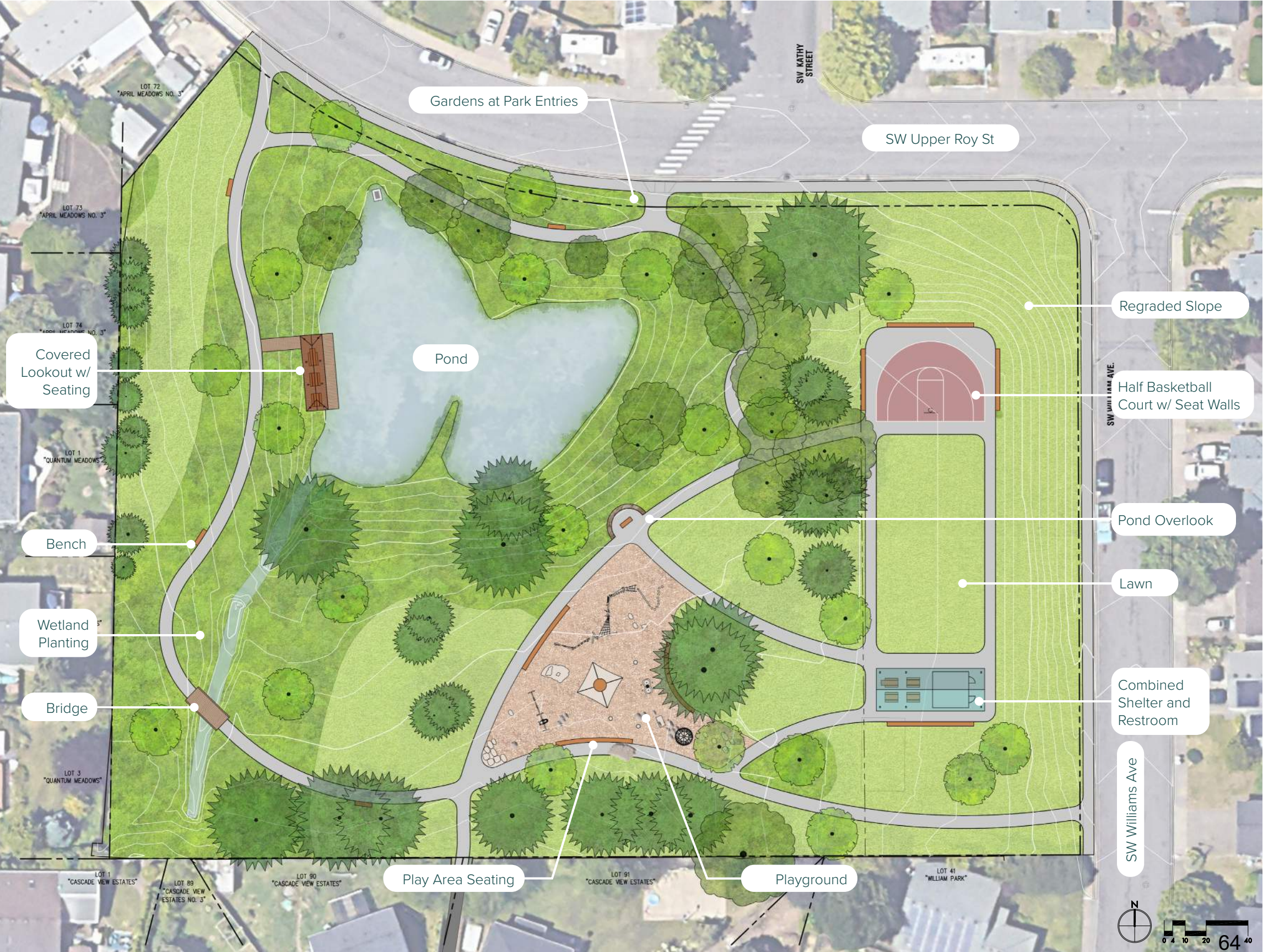


DESIGN ALTERNATIVES

PRECEDENT IMAGERY



CONCEPT 2



DESIGN ALTERNATIVES

PRECEDENT IMAGERY



CONCEPT 3



DESIGN ALTERNATIVES

PHASE 2 - ONLINE SURVEY

To seek feedback on the concept alternatives, the City hosted an online survey with information on each concept alternative, seeking to determine not only which overall concept was preferred, but also which elements of the three concepts were worth bringing into the preferred design. This survey was live for approximately 3 weeks from June 4 to June 24, 2024.

Participation and Notification

The online survey received 704 responses and was advertised by the City of Sherwood through the following outreach efforts:

- Social media posts on the City's Facebook page
- Media posts on the City of Sherwood's website
- Open House Fliers
- Utility Mailers

Feedback Summary

The survey was designed to not only determine which option was most preferred, but also to understand which elements of the options should be blended into the preferred design. Option 2 was the most popular, followed closely by Option 1. As such, Option 2 will be the framework for the preferred design, with popular elements from the other options included. Below is a summary of feedback received:

- The picnic shelter was preferred in a central location where it had clear sight lines to the playground and the pond.
- An enhanced, covered, pond overlook was preferred. Comments were received that emphasized that the structure should be accessible and should have fall protection to prevent accidents related to the structure being raised, particularly when the pond is dry.
- The curvilinear pathways from option 3 were the preferred approach to the path system.

- The addition of a basketball and/or sports court received mixed support, with about half of respondents expressing a desire to have a place for sports in the park and with the other half expressing concern that the noise and activity would detract from the serene environment in the park, noting that Snyder Park already has such facilities and a new park to be included in the new housing development east of SW Murdock will include a basketball court.
- Keeping the picnic shelter and the restroom separate, rather than using a combined structure, was notably preferred. There were some concerns raised, however, that such a building would block site lines, potentially making the park unsafe for parents monitoring their children. The addition of a restroom was supported and proper placement of this element will be important.
- There was general support for ensuring that the pathway system and future park improvements be upgraded so that the park is fully accessible.
- It was a common sentiment that one of the most loved aspects of the park is its serene, natural feel, particularly as it relates to the pond. Much of the feedback received was supportive of enhancing this feeling and aesthetic and to use this as a theme for enhancements not just adjacent to the pond, but throughout the park.
- It was noted that one of the primary users of this park are parents and their children. Upgrades to the playground, including a preference for nature play elements, more inclusivity, protection from the sun, and more seating for parents, were recorded.
- The community expressed a desire to keep elements of the park that don't need to be replaced. Efforts should be made to protect existing trees and opportunities to reuse existing park amenities, such as the play structures or the existing pond overlook, should be considered once the design is implemented.



4

MASTER PLAN

The Master Plan presented in this report is an iteration on the three design alternatives, extracting favored elements of each to create a design that is firmly rooted in the needs of the community. The section presents the Master Plan and will go into detail about elements of this plan.

MASTER PLAN



MASTER PLAN

GREEN SOLUTIONS

It was a common sentiment that one of the most loved aspects of the park is its serene, natural feel. The design will enhance this feeling and aesthetic, and will use this as a theme for enhancements throughout the park.

This plan anticipates the necessary removal of the cottonwood trees around the pond as they have been noted to be in declining condition and could become future hazards and maintenance challenges. The removal and replacement of these trees, where possible, will be phased to reduce the impact of losing the mature trees. A diverse mix of new trees will be planted to future-proof the park's tree canopy.

The design will encourage interaction with and education about the wetland with interpretive signage and the pond pathway.

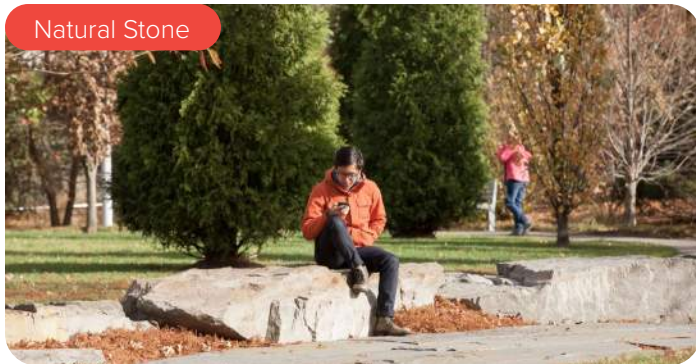
Interpretive Signage



Wetland Planting



Natural Stone



Pond Pathway



New Tree Plantings & Eco-Turf



Phased Replacement of Cottonwood Trees



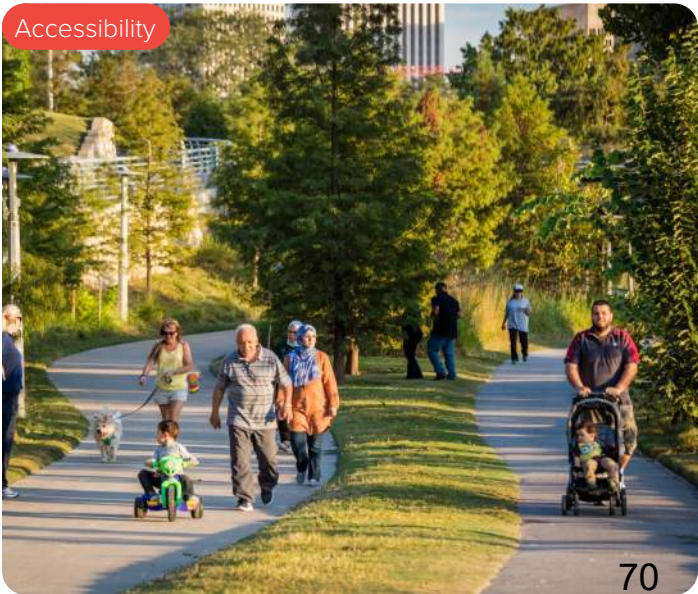
MASTER PLAN

PATHWAYS

The expanded pathway network has been designed to be entirely accessible, provide multiple loops within the park, and to link all of the parks amenities. The main pathways will be paved in asphalt, whereas the pond pathway will use natural materials.

Seating will be regularly spaced along the pathway to ensure that park users are never far from an opportunity to rest.

A new bridge will be installed where the paths cross the drainage creek to replace the existing culvert that is at the end of it's design life.



MASTER PLAN FURNITURE

Murdock Park will include furniture to ensure the comfort and accessibility of park users and to enhance park amenities.

Seating will be provided at regular intervals so ensure that park users are never far from a place to rest and relax. Scenic views and proximity to other park amenities will be considered for the placement of benches, ensuring that there is a variety of seating opportunities.

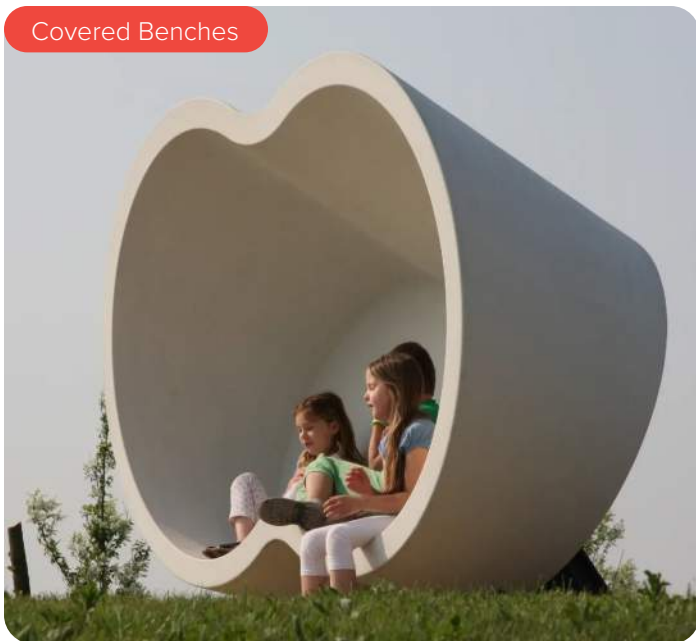
Protection from the elements must be considered, so bench placement will also be considered relative to trees that can provide soft protection from sun and rain. Covered benches may be used as a playful element.

Opportunities for play, such as chess, will be embedded into tables.

Drinking Fountain



Covered Benches



Benches



Seat Walls at Playground



Chess Tables



Ping Pong Tables



MASTER PLAN STRUCTURES

The park will include a picnic shelter, a new pond overlook, and a restroom building.

The picnic shelter will be centrally located in the center of the park, overlooking the playground and near the playground.

The pond overlook should be covered and have built in seating. So long as the existing overlook remains in a state of good repair, the design will not require its removal, so it has been incorporated into the proposed design.

The restroom will be a separate structure, centrally located near the playground and the picnic shelter.

The images on this page are examples of the types of structures that could be included in the design.

Restroom



Restroom



Picnic Shelter



Picnic Shelter



Covered Pond Overlook



Preserve Existing Pond Overlook



MASTER PLAN PLAYGROUND

One of the primary users of this park are parents and their children. Upgrades to the playground include nature play elements, opportunities for inclusive play, seating for parents, and play elements for different age groups.

Protection from the elements has been expressed as a preference and should be considered, depending on budget.

The playground location will allow for the preservation of the existing playground equipment.

Nature Play



Use Natural Materials



Inclusivity



Play for all ages



Preserve Existing Equipment



Consider protection from the elements



MASTER PLAN

ACTIVE RECREATION

The feedback received for a sports court was divided, with about half supporting a sports court and half expressing concerns that a sports court would work against the natural and serene feel of the park.

Due to the proximity of Snyder Park and the upcoming addition of a basketball court in the new park in the housing development east of SW Murdock Road, the neighborhood is well served for formal sports courts and so one has not been included in the design.

In lieu of sports court, the design includes a flexible, decorative paved space that will allow for both informal activities such as roller blading and events and small-scale activities such as four-square, cornhole and/or ping pong.

As well, an improved lawn area has been included for informal play.



Informal Play



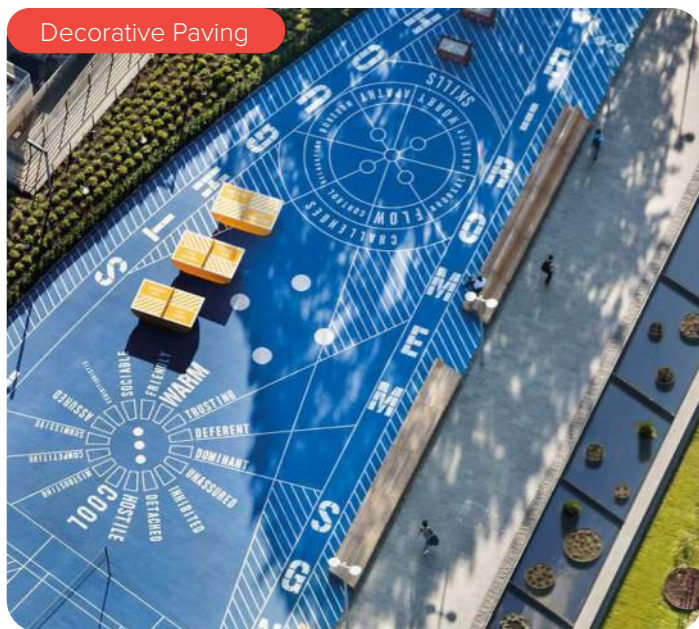
Corn Hole



Labyrinth



4-Square



Decorative Paving



Flexible Lawn

MASTER PLAN

PHASE 3 PUBLIC MEETING

The responses from the online survey were used to develop a 'preferred design' which was then presented to the Parks Board on August 5, 2024, City Council on August 6, and finally to the public at an open house on September 12, 2024 at the picnic shelter at Murdock Park. The purpose of this outreach was to report out on the results of the survey and to confirm whether the 'preferred design' approach was meeting the desires and needs of community members. The open house included a series of graphic boards with background information, survey results, the 'preferred' design plan, and precedent images.

Participation and Notification

The open house was well attended with over 40 community members in attendance. The City informed the community about the open house through the following outreach efforts:

- Social media posts on the City's Facebook page
- Media posts on the City of Sherwood's website
- Open House Fliers

Feedback Summary

As the primary goal of the outreach was to determine if the community supports the design, the amount and type of feedback received was less than in the previous two phases. See below for a summary of common themes:

- The overall reaction to the preferred design was quite positive overall. Community members were in support of the overall strategy as it relates to placement of major design elements, such as the picnic shelter, the playground, and a new pond overlook.
- The preferred design plan acknowledges that the removal of the cottonwood trees around the pond will likely be necessary. Community members were generally understanding of this, though an interest in mitigating the impact of losing all the trees at once was voiced. It would be prudent, upon execution of the design, to consider a phased approach to the removal of the cottonwoods, if viable.
- City Council was interested in reusing park assets, such as pathways and play equipment, whenever it was viable to do so. Further, it was expressed that park elements, such as the picnic shelter and pond overlook, should be designed to be durable, reasonably easy to maintain, and should be ideally designed to mitigate weather (such as ensuring that the picnic shelter has eaves on both sides).
- The community was in favor of the location and the proposed size of the playground. There was an expressed interest in adding some sort of shade

structure in the play area to mitigate environmental impacts from the sun and the rain. Although this is not typically done at the neighborhood park level in Sherwood, should the budget allow, it would be prudent to consider the addition of shade in the playground at Murdock Park.

- The community was generally in favor of the natural elements of the park and expressed interest in using the planted areas to support native flora and fauna. The idea of using gardens to support pollinators and to showcase native plants were popular sentiments.
- Although not universal, there was general support for not including a sports court in the design, given proximity to courts elsewhere in the neighborhood. There was support noted for smaller scale sports, including a ping pong table and corn hole.
- Accessibility was confirmed as an issue that was important to the community, with community members noting a need for the pathways and playground to be accessible such that all people will be able to navigate and partake in park amenities.
- It was noted that bike parking and at least, if not two, drinking fountains should be included in the plan.
- A preference for natural materials for site amenities was expressed as an opportunity to marry the natural landscape to site amenities such as the pedestrian bridge and the benches.

IMPLEMENTATION AND COSTS

The preliminary estimate of probable costs for redevelopment of Murdock Park is based on precedent imagery shown in this document to establish the range and unit costs of materials included in the construction estimate.

The costs of development in the estimate do not include soft costs such as design and permitting fees. Contingency allowances for variations in market construction costs and other factors. The low end of the estimate of probable cost is \$2,390,000 and the high end of probable cost is \$3,382,000. See Appendix for detailed cost information.

Execution of the master plan will be dependent on available funding. Should it be considered viable, elements of this master plan can be phased based on City priorities.

APPENDICES

- A. PUBLIC ENGAGEMENT SUMMARY REPORTS
- B. PUBLIC MEETING 1 BOARDS
- C. PUBLIC MEETING 2 BOARDS
- D. ITEMIZED COST ESTIMATE
- E. WETLAND TECHNICAL MEMO

TO: Sherwood City Council

FROM: Craig Sheldon, City Manager

Through: Sebastian Tapia, City Attorney

SUBJECT: Resolution 2024-075, Adjusting Solid Waste and Recycling Collection Rates

Issue: Shall City Council adjust the solid waste and recycling collection rates?

Background: Solid waste and recycling collection services in Sherwood are provided by Pride Disposal, a private company pursuant to a franchise issued under Sherwood Municipal Code (SMC) Chapter 8.20. As set forth in SMC 8.20.80, the City Council sets the rates the franchise holder charges for those services. The current solid waste and recycling collection rates have been in effect since September 1, 2023. SMC 8.20.080 outlines the related factors and processes to be followed by City Council to adjust solid waste and recycling collection rates.

Most cities in Washington County aim to set a reasonable composite rate of return of 8 to 12 percent annually for their solid waste franchisees and SMC 8.20.080 defines a similar target for Sherwood franchisees. With updated 2023 financial information from Pride Disposal, the City had Bell and Associates conduct a Rate Review and issue a report, which was completed in July 2024. The City has determined through the analysis of financial information from Pride Disposal that their adjusted rate of return for 2023 ranged from 2.74% to 7.72% depending upon the type of collection services, with a composite rate return of 4.17%

During the City Council work session on September 17, 2024, Bell & Associates presented a recommendation to adjust rates (see attached) based on increased costs for collection and the increase in tipping fees from Metro. The financial analysis determined that the projected rate of return in 2024 ranges from 4.8% to 12.51% depending upon the type of collection service with a composite of 6.69%.

Financial Impacts: With the proposed rate increase, there will be a minimal financial impact on the City budget as a result of the approval of this resolution.

Recommendation: Staff respectfully recommends City Council approval of Resolution 2024-075, Adjusting the solid waste and recycling collection rates.



Solid Waste & Recycling Rate Review Report



| SEPTEMBER 2024

City of Sherwood Solid Waste Rate Review

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Background

Collection of waste and recycling within the City of Sherwood (City) is accomplished under an exclusive franchise agreement between Pride Disposal (Pride) and the City. As the regulator of waste and recycling, the City Council is responsible for setting rates for waste collection services. Section 8.20.080, subsection F.1 of the Sherwood Municipal Codes states the following: *On or before March 15, the franchisee shall file an annual report, in a form established by the city manager, with the city manager for the year ending the immediately previous December 31. The report is required from the franchisee regardless of whether or not a rate adjustment is requested.*

In March 2024, Pride Disposal submitted the annual detailed cost report to the City for the calendar year 2023. The reported financial results of collection operations within the City was 2.56%.

To assist with the review of the solid waste rates, the City contracted with Bell & Associates to provide City staff with solid waste and recycling consulting services.

Annual Cost Report

The annual cost report provides line-item costs and revenues associated with providing service within the City and combined line-item totals for their non-Sherwood operations. The format provides the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily for residential customers, whereas business customers are serviced with a container. Reported results were analyzed and the following tasks were completed:

- a. Analyze reported route collection hours to the reported customer counts for each line of business.
- b. Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- c. By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- d. Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- e. Using the reported administrative line items, determine if the expense is reasonable compared to the operational data entered from the detailed cost report.
- f. Review the costs between the City and Pride's other franchised collection operations to determine if the allocations are reasonable.

Adjusted Report

Financial data was consolidated by service, showing the collection system's total revenues and expenses. This consolidated report allows the calculation of Pride's return on revenue and provides a measure of the adequacy of rates. Table 1 on the following page details the return for each collection service within the Sherwood collection franchise.

Table 1: 2023 Sherwood Results

Cost Component	Roll Cart	Container	Drop Box	Total
Revenues	\$2,687,869	\$1,249,129	\$1,010,168	\$4,947,166
Direct Costs of Operations	\$2,293,830	\$999,844	\$845,178	\$4,138,852
Indirect Costs of Operations	\$320,302	\$194,867	\$86,982	\$602,151
Allowable Costs for Rates	\$2,614,132	\$1,194,711	\$932,160	\$4,741,003
Franchise Income	\$73,737	\$54,418	\$78,008	\$206,163
Return on Revenues	2.74%	4.36%	7.72%	4.17%

Projected Results for 2024-25

Projecting the financial performance for 2025 was completed by applying the following assumptions to the 2023 adjusted revenues and expenses.

- September 1, 2023, a rate increase of 5.7% for residential service, 2.4% for commercial service, and 4.8% for the drop box / roll off compactor haul fee plus disposal pass-through.
- The driver wage increase is calculated on the hourly wage increase from the Teamster's contract, which was \$32.35 in March 2024. This is an increase of 2.8% from 2023. It will increase by 3.0% in 2024. The two year increase from 2023 through 2025 is 5.9%.
- Recology increased organic waste processing by 5.5% in 2024 and 3% in 2025.
- Administrative salaries and costs are estimated to increase by 6% from 2023 through 2025.
- Pride maintains fleet readiness through regular truck replacement; however, the problems with the supply chain for new trucks have delayed replacement. As a result, collection trucks ordered in 2020 through 2022 were delivered throughout 2023, which has increased truck depreciation by \$33,386 or 13.9% from 2023. Truck repair costs are estimated to increase by 2.5%.

Table 3 calculates the tipping fee increase from 2023 through 2024. Pride's contracts for transport and disposal increased based on the CPI on January 1. The four-year All Items West CPI average is 4.4%, which is the estimated increase in January 2025.

Table 2: Assumed Inflation Factors

Expense	Increase
Driver Wages	7.6%
Organic Processing	7.5%
Truck Depreciation	13.9%
Truck Repair	2.5%
Administration	6.0%

Table 3: Increased Disposal Fee Per Ton Calculation

	2023 Average	2024 Average	January 2025	23 to 25 \$ ▲
Tonnage Fee	\$84.52	\$97.33	\$101.61	\$17.09
Metro Fees	\$46.35	\$48.44	\$50.57	\$4.22
Total Fee	\$130.87	\$145.77	\$152.18	\$21.31
% ▲		11.4%	16.3%	



Year-to-Year Comparison of Expenses

Table 4 compares projected revenue and expenses for 2025 to the adjusted amounts from 2023.

Table 4: Revenue and Expense Comparison from 2023 to 2025

Description	2023 Actual	2025 Projected	\$ ▲	% ▲
Total Revenue	\$4,947,166	\$5,223,907	\$276,741	5.6%
SW and Yard Debris Disposal	\$1,729,992	\$1,998,199	\$268,207	15.50%
Recycling Processing	\$194,108	\$194,108	\$-	0.00%
Labor	\$931,486	\$977,430	\$45,944	4.93%
Truck	\$680,386	\$705,461	\$25,075	3.69%
Equipment	\$142,577	\$143,329	\$752	0.53%
Franchise Fees	\$243,501	\$257,338	\$13,837	5.68%
Other Direct	\$216,802	\$216,840	\$38	0.02%
G & A	\$602,151	\$634,932	\$32,781	5.44%
Total Expenses	\$4,741,003	\$5,127,637	\$386,634	8.16%
Rate of Return	4.17%	1.84%		

Section 8.20.080 of the Sherwood Municipal Code details the collection rate adjustment method. Because the 2023 reported results were below 8%, the code requires the City to undertake a rate study to recommend new rates. The study will be designed to recommend new rates effective immediately following January 1 and intended to produce a rate of return of ten percent for the calendar year beginning on that date.

Calculating the Cost of Collection Services

The financial impact of applying the increased costs from Table 4 reveals the variable returns for each service provided by Pride Disposal in Table 5.

Table 5: Estimated 2025 Rate of Return by Service

Service	Cart	Container	Drop Box	Composite
Revenues	\$2,843,543	\$1,279,072	\$1,101,292	\$5,223,907
Direct Costs	\$2,466,612	\$1,068,036	\$958,057	\$4,492,705
Indirect Costs	\$337,767	\$205,505	\$91,660	\$634,932
Allowable Costs	\$2,804,379	\$1,273,541	\$1,049,717	\$5,127,637
Franchise Income	\$39,164	\$5,531	\$51,575	\$96,270
Return on revenues	1.38%	0.43%	4.68%	1.84%

Table 5 reported the estimated composite return is 1.84% for 2025 without any rate adjustments. When the **waste disposal increase** was eliminated from the estimate, the expected rate of return for all three lines of business increased, which is summarized below.

Cart	Container	Drop Box
4.81%	5.86%	12.51%

The calculation without the disposal increase is necessary to measure the revenue requirement for collection operations.

The additional amount for cart collection is \$156,666, or \$2.22 (\$156,666 / 12 months / 5,878 customers) per month. The adjustment for disposal varies by the size of the customer's roll cart. Table 6 details the expenses to calculate the proposed cart/residential rates.

Table 6: Rate Calculation for Cart Collection Services

Service	Residential Customers	Current Rate	Collection Increase	Disposal Increase	Total Increase	% Rate ▲
20 gal cart	416	\$29.92	\$2.22	\$0.71	\$2.93	9.8%
35 gal cart	2,719	\$32.99	\$2.22	\$1.19	\$3.41	10.3%
65 gal cart	2,188	\$43.29	\$2.22	\$2.17	\$4.39	10.1%
95 gal cart	465	\$53.73	\$2.22	\$3.15	\$5.37	10.0%

The projected return for commercial collection without any rate adjustment is 5.86%; therefore, increasing the commercial collection rates for the cost of collection and the waste disposal increase is necessary to keep the line of business within the allowable margin range. The revenue requirement for container collection is \$55,206 or \$0.90 (\$55,206 / 61,594 yards) per collected yard of waste.

The average weight per collected garbage yard is approximately 110 pounds, and it will cost an additional \$1.38 per yard to dispose of waste. The total increased cost for container collection is \$2.28 per yard (\$0.90 + \$1.38). Table 7 details the additional disposal expense on Sherwood's most popular container sizes.

Table 7: Commercial Rate Calculation with Disposal Pass-Through

Level of Service	Customers	Current Rate	Container Increase	New Rate	% Rate ▲
2 yard weekly	22	\$211.52	\$19.74	\$231.26	9.3%
3 yard weekly	33	\$284.15	\$29.62	\$313.77	10.4%
4 yard weekly	40	\$356.83	\$39.49	\$396.32	11.1%
6 yard weekly	32	\$501.84	\$59.23	\$561.07	11.8%

Drop box service is comprised of three costs: haul fee, disposal, and drop box rental. Disposal costs are the actual cost of the material hauled in the box and are "pass-through" to the customer. These costs vary depending on the weight or amount of material hauled. Because the customer pays the actual disposal cost, these expenses are not considered when calculating the haul fees. Table 8 shows the projected drop box service return with the disposal removed from the revenue and disposal. No rate increase is required because the projected return is within the 8% to 12% return range.

**Table 8: Projected Drop Box / Roll Off
Compactor Service Results**

Description	Amount
Revenue w/o Disposal	\$ 486,249
Collection	\$ 343,014
G&A	\$ 91,660
Total	\$ 434,674
Revenue	\$ 51,575
Projected Return	10.6%



RESOLUTION 2024-075

ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES

WHEREAS, the current solid waste and recycling rates have been in effect since September 1, 2023; and

WHEREAS, the Sherwood City Council sets rates for all solid waste collection services as set forth in Sherwood Municipal Code (SMC) 8.20.080; and

WHEREAS, SMC 8.20.60 provides for compensation to be paid by solid waste franchisees for the use of City streets in the form of solid waste franchise fees; and

WHEREAS, Pride Disposal, a franchisee for solid waste services in Sherwood, has submitted their 2023 annual report per SMC 8.20.080(F)(1); and

WHEREAS, the City has determined through an analysis of financial information from Pride Disposal that their adjusted rate of return for 2023 ranged from 2.74% to 7.72% depending upon type of collection service, with a composite rate of return of 4.17%; and

WHEREAS, the City has determined through analysis of financial information from Pride Disposal that their projected rate of return for 2024 ranges from 9.8% to 11.8% depending upon type of collection services; and

WHEREAS, the City Manager has reviewed the Rate Review Report compiled by Bell & Associates and concurs with the recommendation to adjust solid waste and recycling collection rates in a manner intended to achieve a projected composite rate of return of 10%; and

WHEREAS, the City has determined that the new solid waste and recycling collection rates should take effect on January 1, 2025.

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

Section 1. The Sherwood City Council hereby approves the proposed schedule of solid waste and recycling collection rates as contained in the attached Exhibit A.

Section 2. The adjusted solid waste and recycling collection rates will take effect on January 1, 2025.

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

Duly passed by the City Council this 19th of November 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

City of Sherwood

Rates Effective January 1, 2025

Roll Cart Collection Rates	1/1/2025	Service Fees	9/1/23 Rate
One 20 gallon cart	32.85	Walk-in Fee	5.44
One 35 gallon cart	36.40	SNP	25.00
One 60 gallon cart	47.68	NSF	25.00
One 90 gallon cart	59.10	Go Back Fee	17.94
On-Cal Service	21.36	Special Services (per hr.)	104.68
Extra Can / 32 gal bag	8.08	Recycling Contamination Fee	30.00
Extra Bag (small)	4.38		
Yard Debris Only	8.51	<u>Commercial Container Fees</u>	
Second Yard Debris Cart	8.51	Extras - per collected yard	15
Yard Debris Extra	2.74	Extra with Clean Up *	30
Recycling Only	8.11	* Requires driver to pick up waste /recycling	

Commercial Food Waste

One 60 gallon cart	45.05
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Drop Box Rates

Service / Box Volume	1/1/25 Rate
10 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
20 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
30 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
40 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
Compactor per Haul	\$190.00 Haul charge listed + actual disposal fee
Delivery / Relocation (per box)	\$77.00 Per movement
Box Not Ready Trip Fee	\$26.00 Per occurrence

Open Top Box Rental	1/1/25 Rate
10 and 20 Cubic Yards	\$11.00
30 Cubic Yards	\$13.00
40 Cubic Yards	\$13.00

Box with a lid

10 and 20 Cubic Yards	\$16.00
30 Cubic Yards	\$18.00

Mileage Charge ¹	\$3.89
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1. Mileage Charges are assessed on the disposal leg of the haul mileage if greater than 5 miles from pick-up to the disposal site

Medical Waste Collection Rates

Service Component	1/1/25 Rate Note:
On-site Pick-up Charge	49.00
<u>Disposal</u>	
Disposal Cost per 17 or < Gal. Unit	18.02
Disposal Cost per 23 Gal. Unit	24.39
Disposal Cost per 31 Gal. Unit	32.87
Disposal Cost per 31 Gal. Unit (10 or more per stop)	21.89 Unit rate when 10 or more units are collected
Disposal Cost per 43 Gal. Unit	45.59
Disposal Cost per 43 Gal. Unit (10 or more per stop)	30.36 Unit rate when 10 or more units are collected
Pharmaceutical Waste per 5 gal	48.19
<u>Chemotherapy Waste Disposal</u>	115.00
Cardboard Bio Boxes (per 23/30 gallon per box)	8.50

* The medical collection rate is the sum of the onsite pick-up fee plus the disposal cost per unit of waste. Customers typically have multiple containers, so the onsite pick-up cost is spread over containers.