



Agenda Item

September 4, 2019

TO: City Council

FROM: Eric Swenson, Mayor

SUBJECT: **Committee Appointments**

The following appointments are made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, September 9, 2019. No reply is required if you approve of my decision.

Community Center Citizens Advisory Committee

Brianna Spencer

PROCLAMATION

NATIONAL PREPAREDNESS MONTH 2019

WHEREAS, each September is recognized as National Preparedness Month; and

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own community; and

WHEREAS, every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, every family and business in Woodburn is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, every community member is encouraged to make sure they are properly insured against fire, flood, earthquakes, and storms; and


WHEREAS, every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit,

NOW, THEREFORE, I Eric Swenson Mayor of the City of Woodburn do hereby declare the month of September 2019, as

“NATIONAL PREPAREDNESS MONTH 2019”

and join cities across Oregon to encourage everyone to build a home inventory of their personal property, and speak with an insurance agent to make sure they are financially prepared for a disaster.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Woodburn to be affixed this 4th day of September 2019.


Eric Swenson, Mayor
City of Woodburn



COUNCIL MEETING MINUTES

AUGUST 26, 2019

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, AUGUST 26, 2019

CONVENED The meeting convened at 6:40 p.m. with Mayor Swenson presiding.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Morris	Absent
Councilor Ellsworth	Present
Councilor Cabrales	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Economic Development Director Johnk, Public Works Director Liljequist, Community Development Director Kerr, Building Official Cuno, Human Resources Director Gregg, Finance Director Montoya, Operations Director Stultz, Communications Coordinator Moore, Community Relations Manager Guerrero, City Recorder Pierson

APPOINTMENTS

Community Center Citizens Advisory Committee

Carney/Cabrales... appoint Lisa Ellsworth, Lani Biddle, Jenne Marquez, Rachel Westrick Rebecca Hayes, Tony Carrasquillo and Dylan Wells to the Community Center Citizens Advisory Committee. The motion passed unanimously.

CONSENT AGENDA

- A.** Woodburn City Council minutes of August 12, 2019,
- B.** Woodburn City Council Executive Session minutes of August 12, 2019,
- C.** Crime Statistics through July 2019.

Carney/Ellsworth... adopt the Consent Agenda. The motion passed unanimously.

COUNCIL BILL NO. 3105 - A RESOLUTION AMENDING RESOLUTION 2136, A RESOLUTION ESTABLISHING A COMMUNITY CENTER CITIZENS ADVISORY COMMITTEE; SPECIFYING OBJECTIVES; AND PROVIDING MEMBERSHIP COMPOSITION

Carney introduced Council Bill No. 3105. City Recorder Pierson read the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3105 duly passed.

RECOGNITION OF PROJECT TEAMS

City Administrator Derickson and Mayor Swenson recognized the community, the contractors, current and previous Mayor's and City Councilor's and City Staff for the work

COUNCIL MEETING MINUTES
AUGUST 26, 2019

done on First Street, and the renovation of City Hall.

ADJOURNMENT

Carney/Ellsworth ... meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 7:07 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

ATTEST _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

CITY OF WOODBURN

Economic and Development Services Department

MEMORANDUM

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: September 3, 2019

To: Chris Kerr, Community Development Director

From: Ted Cuno, Building Division 

Subject: Building Activity for August 2019

	2017		2018		2019	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	0	\$0	12	\$2,877,988	1	\$241,108
Multi-Family Residential	0	\$0	0	\$0	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	4	\$89,126	3	\$34,215	3	\$32,527
Industrial	2	\$121,163	0	\$0	0	\$0
Commercial	12	\$413,789	9	\$976,260	10	\$162,097
Signs and Fences	1	\$8,821	0	\$0	0	\$0
Manufactured Homes	2	\$120,000	0	\$0	0	\$0
TOTALS	21	\$752,899	24	\$3,888,463	14	\$435,732
Fiscal Year to Date (July 1 – June 30)		\$1,377,317		\$21,935,797		\$2,587,641



Permits Issued

WOODBURN BUILDING DEPARTMENT

270 Montgomery Street
Woodburn, OR 97071
503-982-5246
FAX: 503-980-2496

www.ci.woodburn.or.us

8/1/2019 through 8/31/2019

Includes all valuations

building.dept@ci.woodburn.or.us

Record Types Selected: -All-

Commercial Alarm or Suppression Systems

971-19-000310-FIRE		Issued: 8/19/19		
Address:	1025 N BOONES FERRY RD, BLDG# FRENCH PRA, WOODBURN, OR 97071	Fees:	\$639.04	Valuation: \$13,240.00
Owner:		Parcel:		
Licensed Prof:				
Category of Construction:	Commercial	Type of Work:	Alteration	
Work Description:	Fire Alarm Electrical			
971-19-000311-FIRE		Issued: 8/23/19		
Address:	450 PARR RD NE, WOODBURN, OR 97071	Fees:	\$567.28	Valuation: \$16,259.00
Owner:	WOODBURN SCHOOL DIST #103	Parcel:	052W13 00500	
Licensed Prof:				
Category of Construction:	Commercial	Type of Work:	Addition	
Work Description:	Installation of new addressable fire alarm system addition to existing panel to serve newly constructed classroom addition at valor middle school			
971-19-000316-FIRE		Issued: 8/23/19		
Address:	1025 N BOONES FERRY RD, BLDG# FRENCH PRA, WOODBURN, OR 97071	Fees:	\$639.04	Valuation: \$13,240.00
Owner:		Parcel:		
Licensed Prof:				
Category of Construction:	Commercial	Type of Work:	Alteration	
Work Description:	MODIFY EXISTING FIRE ALARM SYSTEM: PROVIDE NEW DEVICES, RELOCATE AND DEMO EXISTING DEVICES AS SHOWN ON DRAWINGS			
971-19-000317-FIRE		Issued: 8/23/19		
Address:	1641 MT HOOD AVE NE, WOODBURN, OR 97071	Fees:	\$393.07	Valuation: \$5,500.00
Owner:		Parcel:		
Licensed Prof:				
Category of Construction:	Commercial	Type of Work:	Alteration	
Work Description:	Add and relocate 23 fire sprinklers for tenant improvement.			

Permits Issued:

Commercial Alarm or Suppression Systems	4 permits issued	\$2,238.43	\$48,239.00
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Permits Issued:

Commercial Mechanical

971-19-000258-MECH		Issued: 8/14/19		
Address:	450 PARR RD NE, WOODBURN, OR 97071		Fees:	\$8,558.02
Owner:	WOODBURN SCHOOL DIST #103		Parcel:	052W13 00500
Licensed Prof:			Valuation:	\$672,970.00
Category of Construction:	Commercial	Type of Work:	Tenant Improvement	
Work Description:	Mechanical upgrades to existing and new addition			
971-19-000288-MECH		Issued: 8/30/19		
Address:	1040 N BOONES FERRY RD, WOODBURN, OR 97071		Fees:	\$371.42
Owner:	WOODBURN AMBULANCE SERVICE INC		Parcel:	051W07CA00100
Licensed Prof:			Valuation:	\$8,821.00
Category of Construction:	Commercial	Type of Work:	Alteration	
Work Description:	Install new two head ductless unit			
971-19-000289-MECH		Issued: 8/1/19		
Address:	591 GATCH ST, WOODBURN, OR 97071		Fees:	\$206.70
Owner:	MID-VALLEY COMMUNITY CHURCH		Parcel:	051W18AA05700
Licensed Prof:			Valuation:	\$1,356.00
Category of Construction:	Commercial	Type of Work:	Alteration	
Work Description:	Venting 4 bath fans.			
971-19-000291-MECH		Issued: 8/2/19		
Address:	354 N PACIFIC HWY, WOODBURN, OR 97071		Fees:	\$371.42
Owner:	NELSON, DALE H		Parcel:	051W17BC08400
Licensed Prof:			Valuation:	\$8,807.00
Category of Construction:	Commercial	Type of Work:	Alteration	
Work Description:	Installing a Heat pump and Air Handler			
971-19-000331-MECH		Issued: 8/30/19		
Address:	1641 MT HOOD AVE NE, WOODBURN, OR 97071		Fees:	\$206.70
Owner:			Parcel:	
Licensed Prof:			Valuation:	\$0.00
Category of Construction:		Type of Work:		
Work Description:	New Ducting, and E Fans			

Permits Issued:

Commercial Mechanical

5 permits issued

\$9,714.26

\$691,954.00

Permits Issued:

Commercial Structural

971-19-000093-STR Address: 106 BROADWAY ST, WOODBURN, OR 97071 Owner: CITY OF WOODBURN Licensed Prof:	Issued: 8/1/19 Fees: \$785.44 Valuation: \$25,000.00 Parcel: 051W18AB13100	
Category of Construction: Commercial Work Description: Remove 9 RRUs, remove 3 sector frames and 3 sector boxes, remove 2 cables, rep lace 6 panel antennas, add 3 sector frames, add 9 RRUs, and 5 surge suppressors, add 2 hybrid cables and and 6 dummy blocks per plan at an existing wireless facility (at water tank)	Type of Work: Tenant Improvement	
971-19-000155-STR Address: 106 BROADWAY ST, WOODBURN, OR 97071 Owner: CITY OF WOODBURN Licensed Prof: Day Management Corp Category of Construction: Commercial Work Description: T-Mobile is proposing to modify their existing tower equipment by replacing (4) antennas, removing (10) TMAs, adding (8) RRUs and adding (1) hybrid cable.	Issued: 8/1/19 Fees: \$630.28 Valuation: \$20,000.00 Parcel: 051W18AB13100	
Category of Construction: Commercial Type of Work: Alteration		
971-19-000235-STR Address: 770 EVERGREEN RD, WOODBURN, OR 97071 Owner: BUTTERFIELD OREGON PROPERTIES Licensed Prof:	Issued: 8/1/19 Fees: \$324.36 Valuation: \$6,500.00 Parcel: 052W12DB04200	
Category of Construction: Commercial Work Description: Building #790 Office - Add an small 48 sqft covered porch roof above the office entrance door. Alter concrete pathway on the north side of the building to accomadate a ramp entrance. And replace sliding patio door with a hinged double glass door.	Type of Work: Alteration	
971-19-000261-STR Address: 3002 STACY ALLISON WAY, WOODBURN, OR 97071 Owner: WAL-MART REAL ESTATE BUSINESS TR Licensed Prof:	Issued: 8/19/19 Fees: \$1,183.34 Valuation: \$32,835.00 Parcel: 052W12C 01200	
Category of Construction: Commercial Work Description: Installation of personnel gates at checkouts.	Type of Work: Alteration	
971-19-000275-STR Address: 158 GRANT ST, UNIT# 164, WOODBURN, OR 97071 Owner: MARIA VERBIN RLT Licensed Prof: PACIFIC EXCAVATION INC Category of Construction: Commercial Work Description: Infill Basement wall	Issued: 8/8/19 Fees: \$347.89 Valuation: \$7,100.00 Parcel: 051W18AB02100	
	Type of Work: Repair	

Permits Issued:

Commercial Structural

971-19-000296-STR

Issued: 8/7/19

Address: 1755 MT HOOD AVE NE, SPC# 130/FITNES, WOODBURN, OR 97071

Owner: ARGO WOODBURN LLC

Licensed Prof:

Category of Construction: Commercial

Work Description: Add Fire sprinkler heads for TI

Type of Work: Addition

Fees: \$300.82

Valuation: \$2,662.00

Parcel: 051W08A 05400

971-19-000297-STR

Issued: 8/26/19

Address: 777 E LINCOLN ST, WOODBURN, OR 97071

Owner: WOODBURN SCHOOL DISTRICT 103

Licensed Prof:

Category of Construction: Commercial

Work Description: Addition of two sets of double doors and glazing to create an interior secure vestibule in the existing Washington Elementary school

Type of Work: Alteration

Fees: \$516.06

Valuation: \$10,000.00

Parcel: 051W18AA00100

971-19-000302-STR

Issued: 8/20/19

Address: 1727 MT HOOD AVE NE, STE# BOOST MOB, WOODBURN, OR 97071

Owner: ARGO WOODBURN LLC

Licensed Prof: Morae General Contracting Inc.

Category of Construction: Commercial

Work Description: Tenant Improvement - New partition walls, upgrade ADA bathroom, Mechanical and electrical up dates.

Type of Work: Tenant Improvement

Fees: \$823.53

Valuation: \$20,000.00

Parcel: 051W08A 05400

971-19-000306-STR

Issued: 8/23/19

Address: 2785 N FRONT ST, WOODBURN, OR 97071

Owner:

Licensed Prof: The Grant Company, Inc.

Category of Construction: Commercial

Work Description: Structural Calculations for minor interior remodel

Type of Work: Repair

Fees: \$724.54

Valuation: \$16,000.00

Parcel:

971-19-000308-STR

Issued: 8/16/19

Address: 553 N FRONT ST, WOODBURN, OR 97071

Owner: MARQUEZ, ENRIQUE

Licensed Prof:

Category of Construction: Commercial

Work Description: We are going to fix the damaged plywood (6 sheets). Then we are going to place new insulation and we are also going to overlap new TPO roofing.

Type of Work: Replacement

Fees: \$677.34

Valuation: \$22,000.00

Parcel: 051W18AB04400

Permits Issued:

Commercial Structural

10 permits issued

\$6,313.60

\$162,097.00

Residential 1 & 2 Fam Dwelling (New Only) Limited

971-19-000301-DWL

Issued: 8/26/19

Address: 1288 E LINCOLN ST, WOODBURN, OR 97071

Owner: MARION COUNTY

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: new home

Fees: \$5,754.25

Valuation: \$241,108.98

Parcel: 051W17BA01000

Residential 1 & 2 Fam Dwelling (New Only) Limited

1 permits issued

\$5,754.25

\$241,108.98

Permits Issued:

Residential Mechanical

971-19-000268-MECH		Issued: 8/8/19			
Address:	1570 SALLAL RD, WOODBURN, OR 97071				
Owner:	HAWN, EDWIN C				
Licensed Prof:	LEIGHS CONSTRUCTION CO LLC				
Category of Construction:	Single Family Dwelling				
Work Description:	(Two (2) new exhaust fans with new ducting to outdoor P.S.A. 7-16-2019) Remodel existing bath, add 15 inches into garage and create a door from bedroom into bath. convert hall access to original bath into a powder room.				
971-19-000294-MECH		Issued: 8/1/19			
Address:	404 S COLUMBIA DR, WOODBURN, OR 97071				
Owner:	LUKES FAM TR				
Licensed Prof:					
Category of Construction:	Single Family Dwelling				
Work Description:	install gas furnace and air conditioner				
971-19-000295-MECH		Issued: 8/2/19			
Address:	305 S CASCADE DR, WOODBURN, OR 97071				
Owner:	MANGERICH, WALTER E JR				
Licensed Prof:					
Category of Construction:	Single Family Dwelling				
Work Description:	Installing Air Conditioner				
971-19-000298-MECH		Issued: 8/8/19			
Address:	1524 UMPQUA RD, WOODBURN, OR 97071				
Owner:	SILVER, ROBERT D				
Licensed Prof:					
Category of Construction:	Single Family Dwelling				
Work Description:	Replace gas furnace and air conditioner				
971-19-000303-MECH		Issued: 8/9/19			
Address:	200 S CASCADE DR, WOODBURN, OR 97071				
Owner:	SCHROEDER, CARY D				
Licensed Prof:					
Category of Construction:	Single Family Dwelling				
Work Description:	Install air conditioner.				

Permits Issued:

Residential Mechanical

971-19-000304-MECH

Issued: 8/13/19

Address: 1355 AUTUMN BLVD, WOODBURN, OR 97071

Fees: \$100.80 **Valuation:** \$0.00

Owner:

Licensed Prof:

Type of Work: Alteration

Category of Construction: Single Family Dwelling

Work Description: Install AC

971-19-000305-MECH

Issued: 8/14/19

Address: 2018 ASTOR WAY, WOODBURN, OR 97071

Fees: \$112.00 **Valuation:** \$6,825.00

Owner:

Licensed Prof:

Type of Work: Replacement

Category of Construction: Single Family Dwelling

Work Description: Replace electric air handler and heat pump with gas furnace and air conditioner

971-19-000313-MECH

Issued: 8/20/19

Address: 950 GATCH ST, WOODBURN, OR 97071

Fees: \$100.80 **Valuation:** \$2,295.00

Owner:

Licensed Prof:

Type of Work: Alteration

Category of Construction: Single Family Dwelling

Work Description: Install gas furnace

971-19-000314-MECH

Issued: 8/22/19

Address: 725 MAPLEWOOD CT, WOODBURN, OR 97071

Fees: \$100.80 **Valuation:** \$0.00

Owner:

Licensed Prof:

Type of Work: Replacement

Category of Construction: Single Family Dwelling

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

971-19-000319-MECH

Issued: 8/23/19

Address: 1594 WALTON WAY, WOODBURN, OR 97071

Fees: \$100.80 **Valuation:** \$1,040.00

Owner:

Licensed Prof:

Type of Work: Alteration

Category of Construction: Single Family Dwelling

Work Description: Install new bathroom fan with required ducting.

Permits Issued:

Residential Mechanical

971-19-000322-MECH

Issued: 8/26/19

Address: 1905 SALLAL RD, WOODBURN, OR 97071

Parcel: Fees: \$100.80 Valuation: \$3,100.00

Owner:

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Installation of new A/C

971-19-000324-MECH

Issued: 8/28/19

Address: 1238 INDEPENDENCE AVE, LOT # 33, WOODBURN, OR 97071

Parcel: Fees: \$100.80 Valuation: \$5,790.00

Owner: LEON, YANELI BARTOLO

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install gas furnace & air conditioner

971-19-000329-MECH

Issued: 8/29/19

Address: 389 BROWN ST, WOODBURN, OR 97071

Parcel: Fees: \$100.80 Valuation: \$0.00

Owner: MENDOZA, DIANA

Licensed Prof: WOLFFERS INC

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: new heat pump

971-19-000332-MECH

Issued: 8/29/19

Address: 650 SMITH DR, LOT # 2, WOODBURN, OR 97071

Parcel: Fees: \$100.80 Valuation: \$4,729.00

Owner: OVCHINNIKOV, IVAN J &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Gas Insert & Gas Line

971-19-000335-MECH

Issued: 8/30/19

Address: 890 HARRISON ST, WOODBURN, OR 97071

Parcel: Fees: \$100.80 Valuation: \$4,746.00

Owner: SHERMAN, RICHARD

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: INSTALL ONE HEAD MINISPLIT

Permits Issued:

Residential Mechanical

15 permits issued

\$1,523.20

\$47,902.00

Residential Structural

971-19-000265-STR

Issued: 8/8/19

Address: 1570 SALLAL RD, WOODBURN, OR 97071

Owner: HAWN, EDWIN C

Licensed Prof:

Category of Construction:

Single Family Dwelling

Type of Work:

Alteration

Work Description:

Remodel existing bath, add 15 inches into garage and create a door from bedroom into bath. convert hall access to original bath into a powder room.

Fees:

\$155.79

Valuation:

\$1,959.36

Parcel: 052W12AD01300

971-19-000312-STR

Issued: 8/22/19

Address: 527 LEASURE ST, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction:

Other

Type of Work:

Alteration

Work Description:

INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM 3.1 kW DC PHOTOVOLTAIC SOLAR ARRAY ROOF TYPE: Comp Shingle MODULES: (10) Jinko Solar Eagle JKM 310M-60L INVERTER(S): Enphase IQ7-60-2-US,----- RACKING: Unirac Sunframe Micro rail

Fees:

\$336.00

Valuation:

\$7,775.65

Parcel:

971-19-000315-STR

Issued: 8/26/19

Address: 2967 REED AVE, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction:

Single Family Dwelling

Type of Work:

Alteration

Work Description:

Installation of Roof Mounted Solar Array

Fees:

\$336.00

Valuation:

\$22,792.00

Parcel:

Residential Structural

3 permits issued

\$827.79

\$32,527.01

38 permits issued

\$26,371.53

\$1,223,827.99



Agenda Item

September 9, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director *CK*

SUBJECT: **Legislative amendment on updated Transportation System Plan ("TSP") and related text amendments to the Comprehensive Plan; LA 2018-04**

RECOMMENDATION:

After holding a public hearing, make a motion instructing staff to prepare an ordinance adopting the TSP and incorporating related text amendments into the Comprehensive Plan.

BACKGROUND:

The TSP is a required element of the Woodburn Comprehensive Plan. It identifies needed transportation improvements to accommodate projected growth. The TSP was last updated in 2005 as part of the City's Periodic Review process, which involved a wholesale re-write of the Plan.

This recent work to update the TSP was made possible through a \$219,700 grant (with a \$29,959 match from the City) from the State's Transportation and Growth Management Program. The technical consultants selected by the State to complete the project included Kittelson & Associates, Inc., JLA Public Involvement, and Angelo Planning Group. The project was guided by a Project Management Team, a Technical Advisory Committee, and a volunteer Citizen Advisory Committee. Details regarding the work of these teams, the citizen engagement program, and the process used to prepare these documents are provided in the Staff Report and TSP document.

DISCUSSION:

The two items that are proposed for adoption are attached to the Staff Report as follows:

- (1) The updated TSP (Attachment 102); and
- (2) The text amendments to the Comprehensive Plan (Goals and Policies) (Attachment 103A). These text changes are necessary to address new

data, incorporate the updated TSP, and to meet state transportation planning requirements.

A third component which was completed by the consultant, but is only provided for your review and comment, if any, is a set of *recommended* modifications to the Woodburn Development Ordinance (Attachment 103B). These are not proposed for Council action at this time. Any changes to the WDO will require public hearings as a separate project in the future.

Since the start of the project, Staff has held five workshops with the Council and/or Planning Commission to review the project and receive feedback. Amendments to the City's Comprehensive Plan require a public hearing and recommendation from the Planning Commission prior to being considered by the City Council. The Planning Commission held a public hearing on August 8, 2019 and unanimously recommended that the Council adopt the proposed TSP and amendments as presented. There was no public testimony provided at the hearing.

FINANCIAL IMPACT:

The updated TSP will not, in and of itself, have any direct financial impact on the City. However, it includes recommended infrastructure improvements which, if they are implemented would need to be budgeted for prior to constructing.

Attachments:

Bound Staff Report with attachments (Previously provided to Councilors)

September 9, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director

SUBJECT: **Initiation of Legislative Amendments to the WDO related to the Transportation System Plan ("TSP") and Accessory Dwelling Units ("ADU") (LA 2019-04)**

RECOMMENDATION:

Adopt the attached Resolution authorizing the initiation of amendments to the Woodburn Development Ordinance ("WDO") necessary to:

1. Implement policy objectives of the updated TSP; and
2. Fulfill the requirements of Oregon House Bill 2001 ("HB 2001") as it relates to ADU's.

BACKGROUND:

TSP related amendments

The City is currently updating its TSP, which will be adopted as an element of the Comprehensive Plan. However, a critical next step for the City is to make associated text amendments to the WDO to ensure that the objectives to the TSP can be implemented. Some of the proposed amendments to the WDO will include revised street cross-sections, criteria for traffic impact analyses, and bicycle parking requirements. Staff provided a draft set of proposed WDO amendments to both the Council and Planning Commission for their review and comment as part of the TSP adoption process.

HB 2001 related amendments

In July 2017, the State passed SB 1051 which required local governments to, among other things, modify their codes to allow ADU's wherever single-family dwellings are allowed. The law allowed local governments to implement "reasonable" regulations for these ADU's. It did not provide guidelines, limitations or a definition for determining which regulations were "reasonable" and which ones were not.

Agenda Item Review: City Administrator ☒ City Attorney ☒ Finance ☒

In accordance with the law, in September of 2018, the City modified the WDO to permit ADU's in single-family zoning districts and applied several regulations on ADU's that were intended to ensure compatibility with the surrounding properties. These new City regulations included a requirement for owner occupancy of one of the units and a requirement for one additional off-site parking space for the ADU.

However, in July 2019, the State legislature adopted HB 2001 which included the following modifications to the law (shown in **bold**) which better define "reasonable local regulations":

(5)(a) A city with a population greater than 2,500 or a county with a population greater than 15,000 shall allow in areas within the urban growth boundary that are zoned for detached single-family dwellings the development of at least one accessory dwelling unit for each detached single-family dwelling, subject to reasonable local regulations relating to siting and design.

(b) As used in this subsection[,]:

(A) "Accessory dwelling unit" means an interior, attached or detached residential structure that is used in connection with or that is accessory to a single-family dwelling.

(B) "Reasonable local regulations relating to siting and design" does not include owner occupancy requirements of either the primary or accessory structure or requirements to construct additional off-street parking.

(6) Subsection (5) of this section does not prohibit local governments from regulating vacation occupancies, as defined in ORS 90.100, to require owner-occupancy or off-street parking.

The proposed amendments to the WDO are necessary to address the changes to the law made under HB 2001. These WDO amendments will remove two specific City regulations on ADU's: (1) the owner occupancy requirement, and (2) the off-street parking requirement. Staff does not anticipate making any other changes to the ADU regulations.

DISCUSSION:

WDO 4.01.09A. requires the Council to initiate by resolution consideration of a potential legislative amendment to the WDO.

FINANCIAL IMPACT:

No financial impact at this time.

COUNCIL BILL NO. 3106

RESOLUTION NO. 2139

A RESOLUTION INITIATING LEGISLATIVE AMENDMENTS TO THE WOODBURN DEVELOPMENT ORDINANCE

WHEREAS, the Woodburn Development Ordinance (WDO) establishes the standards that development is required to meet, and clarity of those standards is critical as the community continues to grow and prosper, and

WHEREAS, periodic revisions and updates to the WDO are necessary and expected to address current issues, revisions to statutes, and to remain consistent with revised plans; and

WHEREAS, the Community Development Director has identified a list of potential modifications to the WDO necessary for conformance with state statutes related to Accessory Dwelling Units ("ADU") and necessary to implement the recently adopted Transportation System Plan ("TSP"), and

WHEREAS, Section 4.10.09 of the WDO requires the City Council to initiate the consideration of any potential legislative amendments to the WDO by resolution; **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Pursuant to Section 4.10.09 of the WDO, the City Council initiates a review of the proposed legislative amendments to the WDO outlined in Exhibit "A", which is attached to this resolution.

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, Mayor

Passed by the Council _____
Submitted to the Mayor _____
Approved by the Mayor _____
Filed in the Office of the Recorder _____

ATTEST: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

EXHIBIT A

(PROPOSED LEGISLATIVE AMENDMENTS TO ADU'S)

2.07.01 Accessory Dwelling Units

A. Applicability:

1. Accessory dwelling units shall be subject to all applicable development standards of the WDO except as provided for in this Section.
2. One accessory dwelling unit per each single-family detached dwelling—the primary dwelling— may be approved if the applicant shows compliance with the following criteria and standards.

B. Siting: Accessory dwelling units may be detached and freestanding from the primary dwelling, located within or attached to the primary dwelling, or attached to an accessory structure garage.

C. Architecture: The exterior of the proposed accessory dwelling unit shall match the architectural design of the dwelling or garage if attached to a garage, in terms of finish materials, roof pitch, trim, and window proportion.

D. Accessory dwelling units shall be subject to the site development standards of the underlying zoning district, except:

1. Lot coverage: Accessory dwelling units are not subject to the rear yard lot coverage limitation for Accessory Structures.
2. Building height. Accessory dwelling units shall not exceed the height of the principal dwelling unit.
3. Density: Accessory dwelling units are not included part of the density calculation for the underlying zone.

E. Floor Area: The gross floor area of the accessory dwelling unit shall not exceed 50 percent of the primary dwelling, or 725 square feet, whichever is less. The garage area shall be excluded from calculation of the floor area.

F. Separation: There shall be a minimum six foot separation between detached accessory dwelling units and all other structures on the site.

G. Vehicles: Structures/vehicles licensed by the Oregon Department of Motor Vehicles shall not be permitted as accessory dwelling units.

H. Entrance: An accessory dwelling unit attached or located within a primary dwelling shall not result in any new door entrance being located on an exterior wall facing a front property line.

~~I. Parking: One off street parking space is required in addition to that which is required for the primary dwelling unit. This additional space is not subject to the location requirements of WDO Section 3.05.02.D.3.~~

J. I. Non-conformities: Legally non-conforming accessory structures located on residentially zoned land may be converted to an accessory dwelling unit in accordance with the requirements of Section 1.04.

~~K. Owner Occupancy Requirement. The owner or an appointed immediate family member of the owner must occupy either the primary residence or accessory dwelling unit on the property as its principal legal residence, except for bona fide temporary absences.~~

~~If the "owner" is a legal entity or trust, the following persons shall be considered eligible owner occupants under this section: (a) for a trust, the trustees and beneficiaries; (b) for a corporation, the corporate shareholders; (c) for a limited liability company, the members; and (d) for a partnership, the partners.~~

(PROPOSED LEGISLATIVE AMENDMENTS TO THE TSP)

3.01 Streets

3.01.02 General Provisions

A. No development shall be approved, or access permit issued, unless the internal streets, boundary streets and connecting streets are constructed to at least the minimum standards set forth in this Section, or are required to be so constructed as a condition of approval.

B. Private streets are prohibited, except in manufactured dwelling parks, pursuant to State statute (ORS Chapter 446 and OAR 918-600). All private streets in manufactured dwelling parks shall comply with the standards of the Woodburn Development Ordinance (WDO) and State statute.

C. Materials and construction shall comply with specifications of the City of Woodburn.

D. The standards of this Section may be modified, subject to approval of an Exception to Street Right-of-Way and Improvement Requirements.

E. No building permit may be issued until all required public facility improvements are in place and approved by the Public Works Director, or otherwise bonded, in conformance with the provisions of this Code and the Design Manual. Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on public facilities.

3.01.03 Improvements Required for Development

A. With development, the Internal, Boundary, and Connecting streets shall be constructed to at least the minimum standards set forth below.

~~B.1.~~ Internal Streets. Internal streets shall meet all standards of WDO and the TSP.

~~C.2.~~ Boundary Streets. The minimum improvements for a Boundary Street shall be:

~~1.a.~~ One paved 11-foot travel lane in each direction;

~~2.b.~~ On-street parking on the side of the street abutting the development, if on-street parking is indicated in the TSP;

~~3.c.~~ Curb on the side of the street abutting the development;

~~4.d.~~ Drainage facilities on the side of the street abutting the development;

~~5.e.~~ Street trees on the side of the street abutting the development; and

~~6.f.~~ A sidewalk on the side of the street abutting the development.

~~D.3.~~ Connecting Streets

~~1.a.~~ The minimum improvements for a Connecting Street shall be one paved 11-foot travel lane in each direction.

~~2.b.~~ Connecting streets shall extend from the boundary street of a development, to the nearest intersection that meets the cross-section and improvement requirements of this Section, or 1,000 feet, whichever is less.

[No change to figure]

Figure 3.01A – Internal, Boundary, and Connecting Streets

B. Half-street improvements are considered the minimum required improvement. Curb to curb or full-street improvements shall be required where traffic volumes generated by the development are such that a half-street improvement would cause safety and/or capacity problems. Such a determination shall be made by the City Engineer.

C. To ensure improved access to a development site consistent with policies on orderly urbanization and extension of public facilities the Planning Commission or Director may require off-site improvements concurrent with development. Off-site improvement requirements upon the site developer shall be reasonably related to the anticipated impacts of the development.

~~E.D.~~ When the Director determines that a required improvement of a Boundary or Connecting Street would not be timely, due to pending development of properties in the immediate vicinity or improvement of the streets which are identified in the Capital Improvement Program (CIP), the Director may accept a fee-in-lieu, in the amount equal to the costs of the required improvement.

~~F.E.~~ When the Director determines that a required improvement of a Boundary or Connecting Street would not be feasible, due to physical constraints of properties in the immediate vicinity or an inability to obtain right-of-way dedication, the Director may approve construction of a partial-width street, to the minimum standards set forth above.

1.02 Definitions

...

Alley: A public right-of-way not more than ~~20~~22 feet wide and not less than ~~10~~18 feet in width that provides secondary vehicular access to property and intersects with a public street.

3.01 Streets

...

3.01.04 Street Cross-Sections

A. These standards are based on the functional classification of each street as shown in the Woodburn TSP. The street right-of-way and improvement standards minimize the amount of pavement and right-of-way required for each street classification, consistent with the operational needs of each facility, including requirements for pedestrians, bicycles, and public facilities.

B. All public streets under the jurisdiction of the City of Woodburn shall comply with the cross-sections depicted in this Section.

1. For the cross-section illustrated in Figures - ~~3.01G-J~~3.01G and H, the street shall have fewer than 1,000 average daily trips (ADT) per day when all future street connections are made.

2. The cross-section illustrated in Figure 3.01H, is optional in infill situations, or where adjacent streets are similarly constructed. Street trees shall be located in a street tree easement outside the public right-of-way.

~~3. Figures 3.01K-N illustrate one-way and two-way traffic concepts for downtown streets~~

C. For local residential streets which are not identified in the Comprehensive Plan, rights-of-way and improvements are determined by the Director at the time of development, based upon the existing and future estimated average daily trips of the development and surrounding development.

D. Streets designated as Arterials or Collectors in the TSP which are located within the Historic Settlemier Transportation Corridor do not require bicycle lanes or a center turn lane, unless the Director determines that a turn lane is warranted for safety reasons. The existing pavement should be used to the extent possible to preserve the historic corridor.

E. Streets designated as Collectors in the TSP shall accommodate bicycle lanes. The Director may waive this requirement for existing collector streets where right-of-way is not available to accommodate bicycles in a striped lane. Roadways with relatively low travel speeds (<35 mph) and low ADT (<3,000 ADT) may be required to use shared-lane pavement markings (e.g., sharrows) to designate a shared roadway.

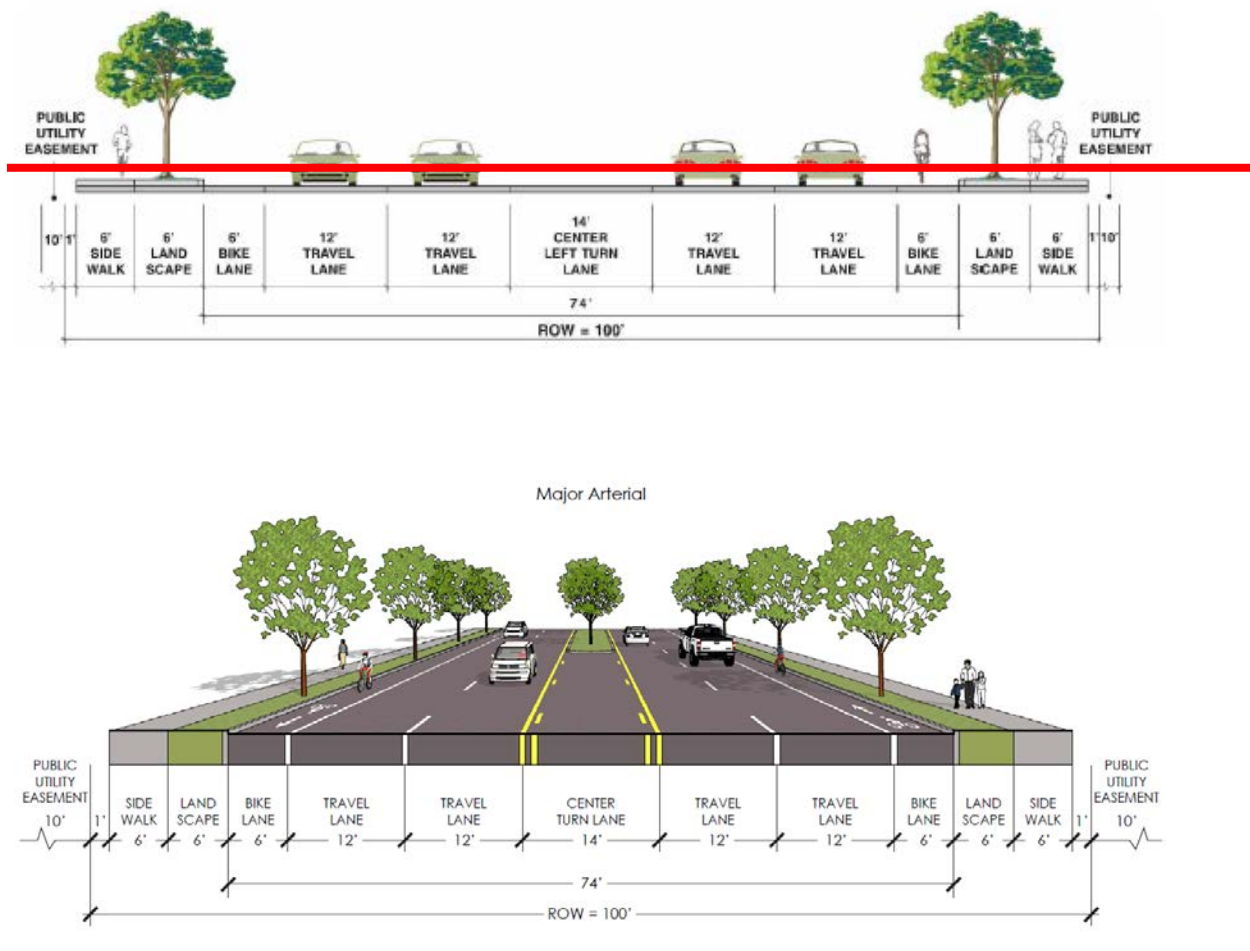


Figure 3.01B – Major Arterial

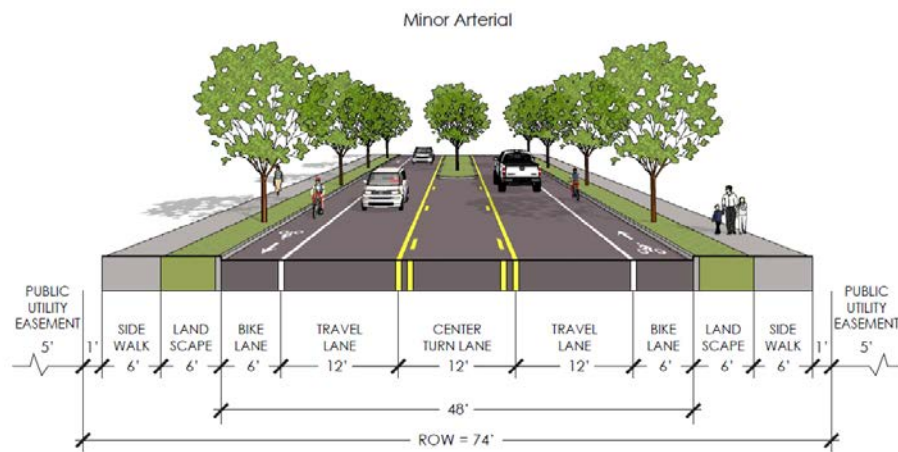
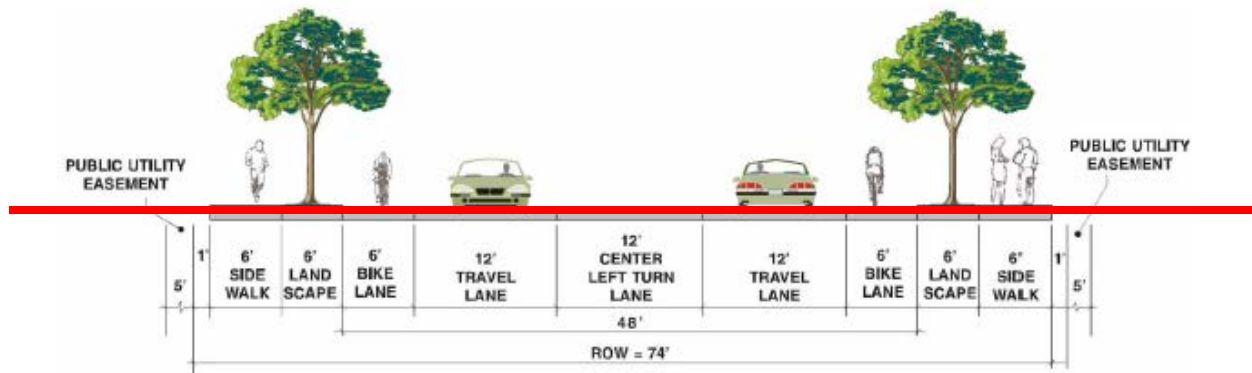


Figure 3.01C – Minor Arterial

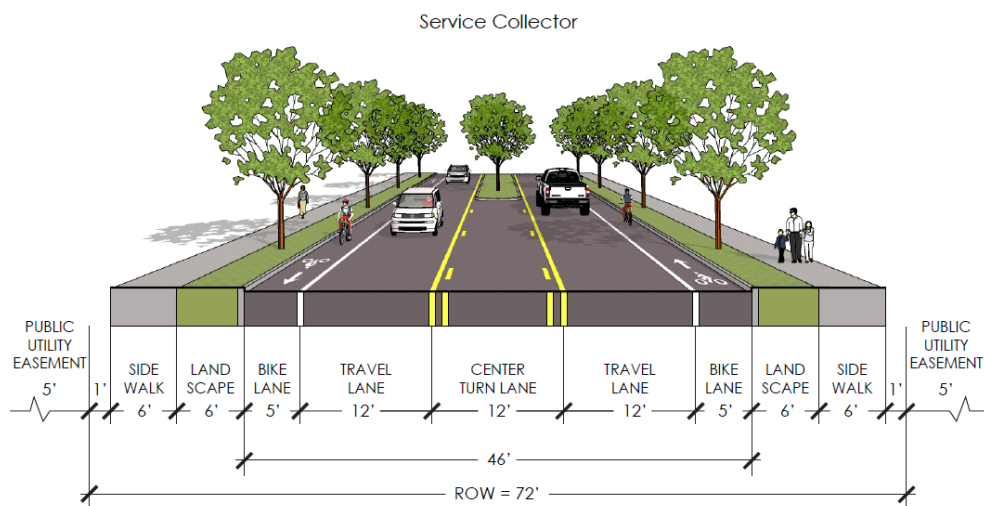
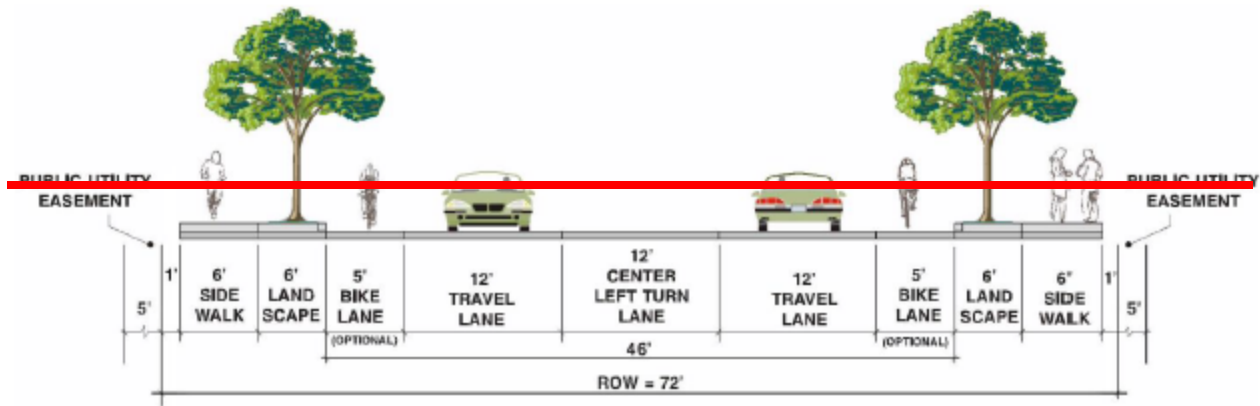


Figure 3.01D – Service Collector

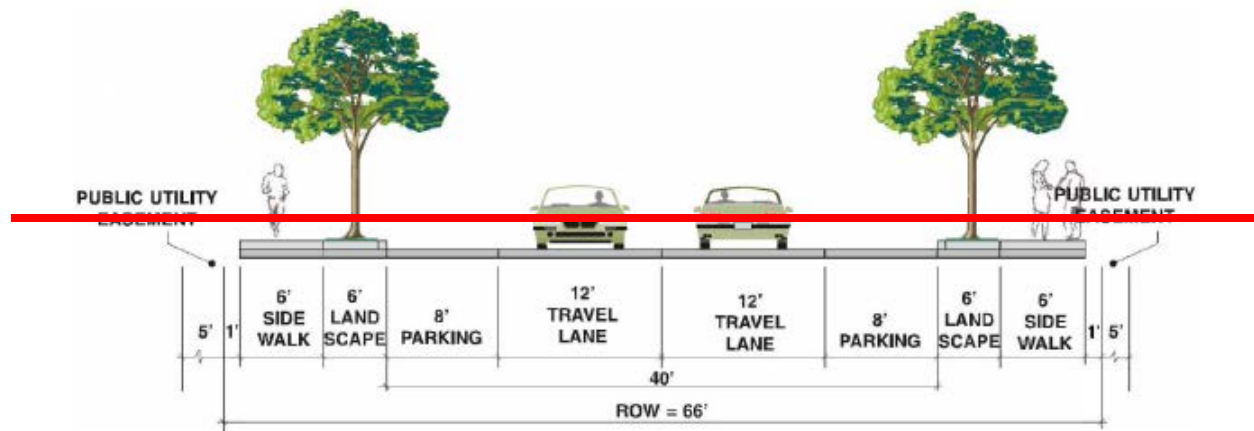


Figure 3.01E – Access Street/Commercial Street

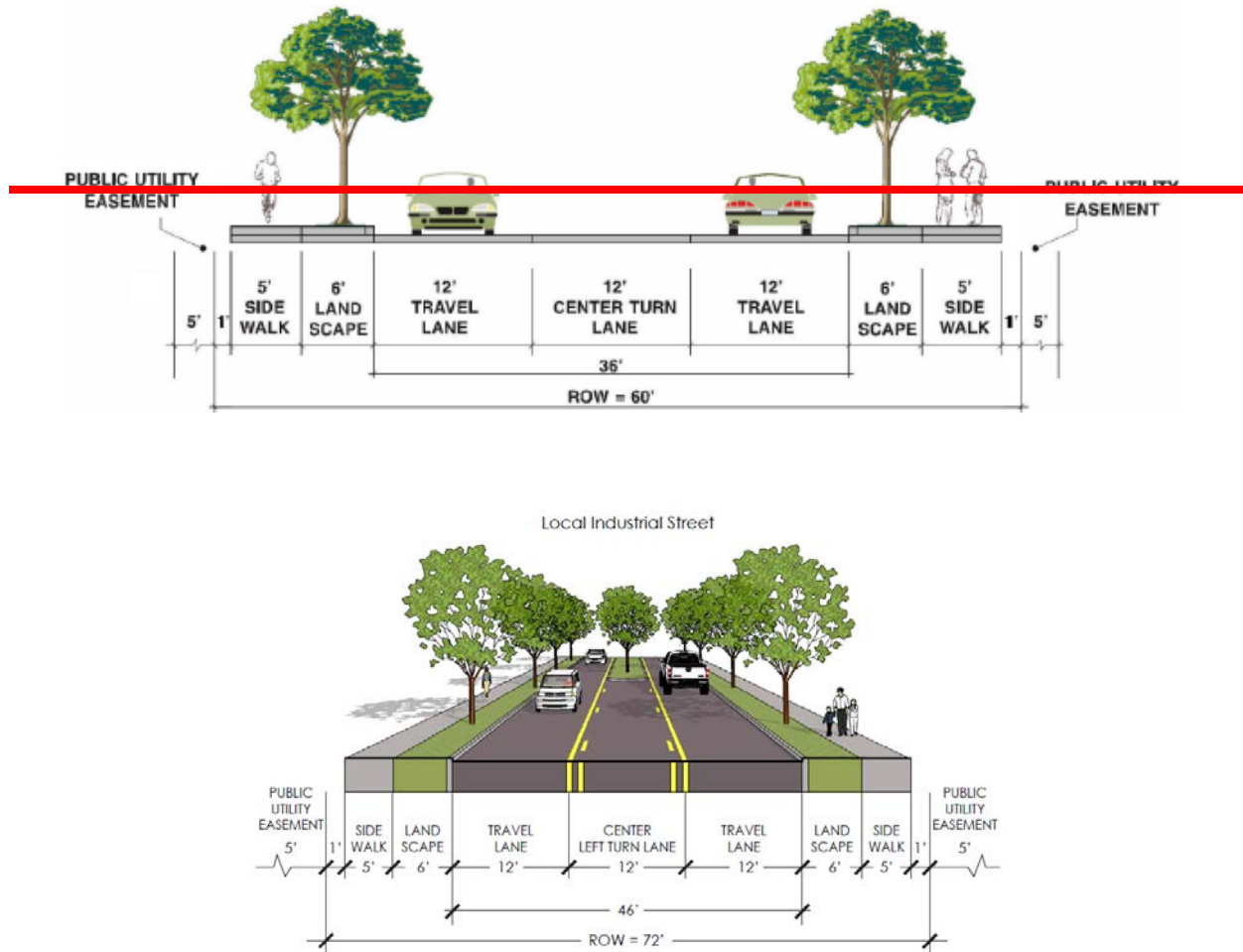


Figure 3.01F – Local Industrial Street

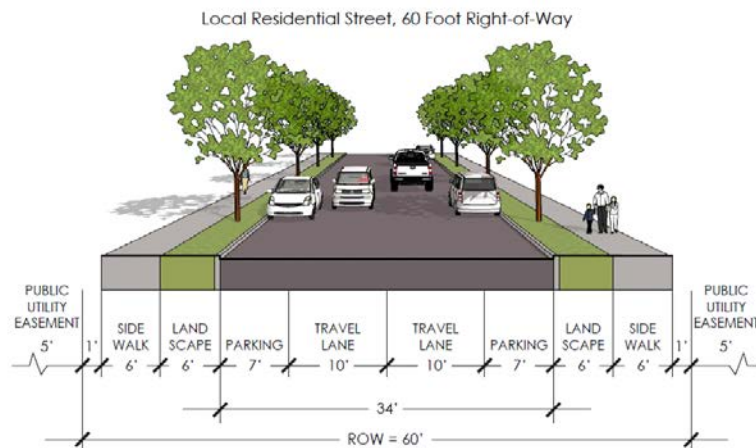
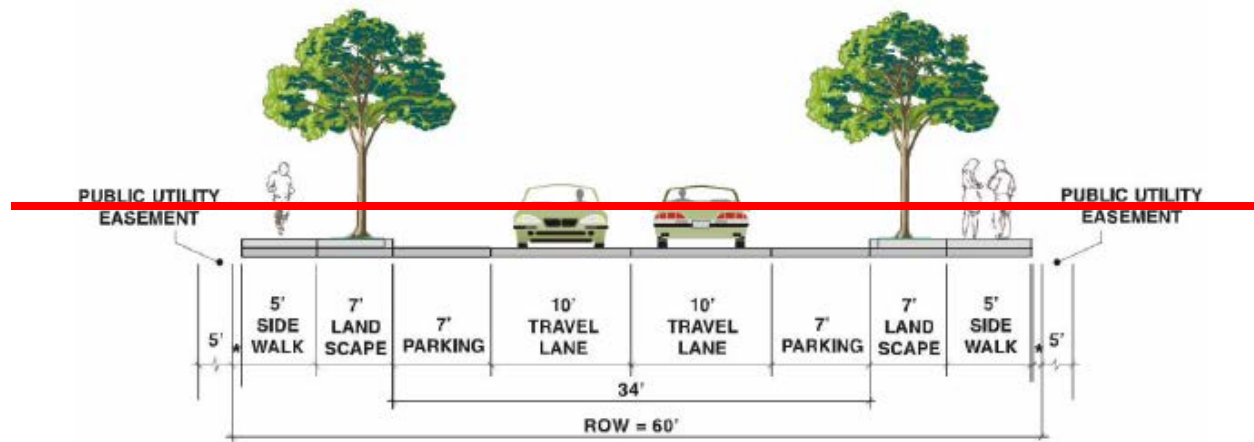
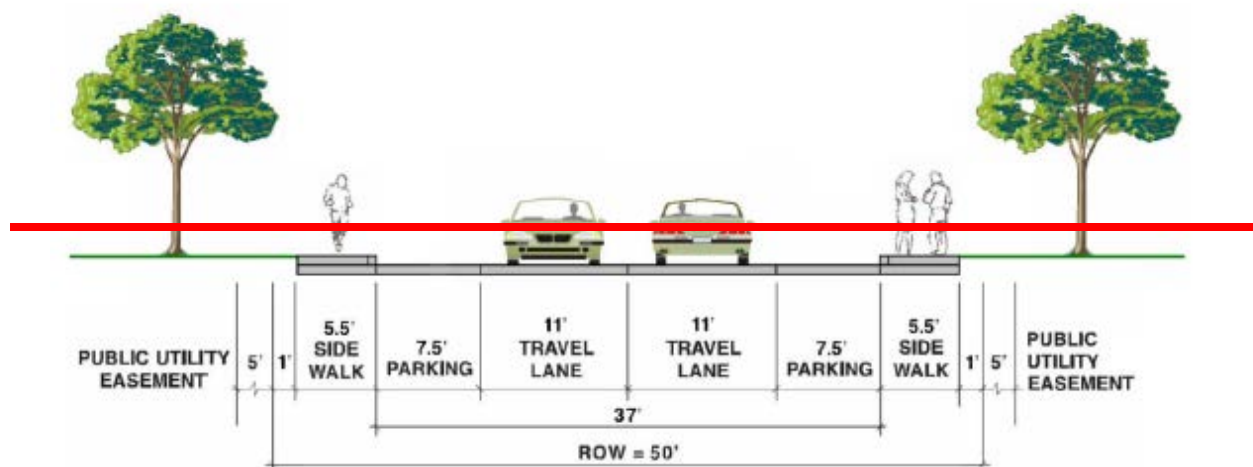


Figure 3.01G – Local Residential Street with Parking Both Sides, 60 Foot Right-of-Way



Local Residential Street, 50 Foot Right-of-Way

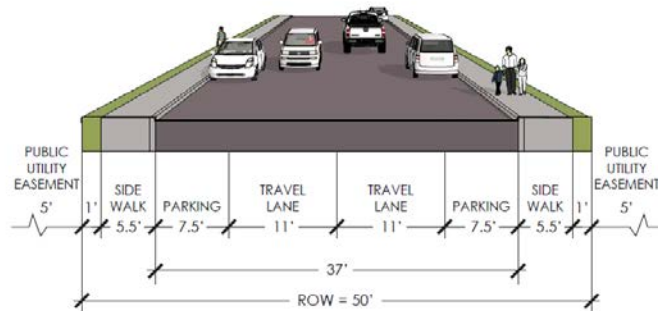


Figure 3.01H – Local Residential Street with Parking Both Sides, 50 Foot Right-of-Way

[Delete figure]

Figure 3.01I – Local Residential Street with Parking One Side

[Delete figure]

Figure 3.01J – Local Residential Street with No Parking

[Delete figure]

Figure 3.01K – Traffic Concepts for Downtown Streets, One-Way and Two-Way Design

[Delete figure]

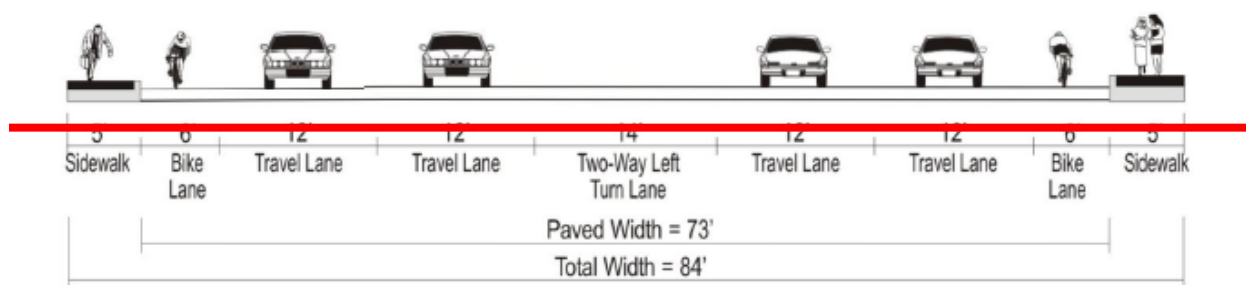
Figure 3.01L – Plaza Street Plan – Two-Way Traffic Concept

[Delete figure]

Figure 3.01M – One-Way with Angled Parking

[Delete figure]

Figure 3.01N – Two-Way with Parallel Parking



Pacific Highway 99E - Carl Road to Lincoln Street (MP 30.85 to MP 32.41)

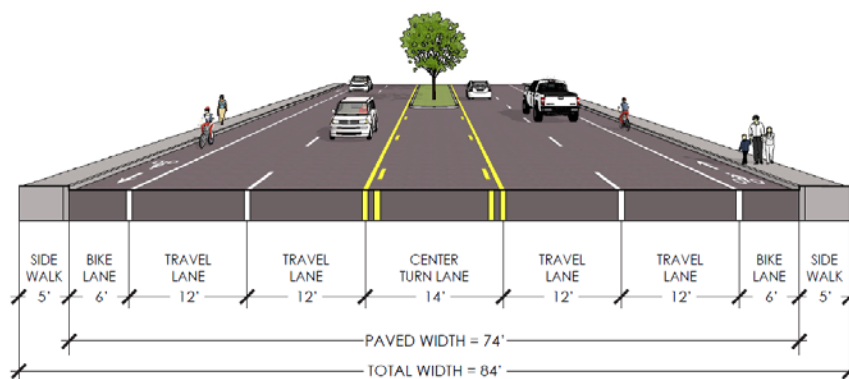
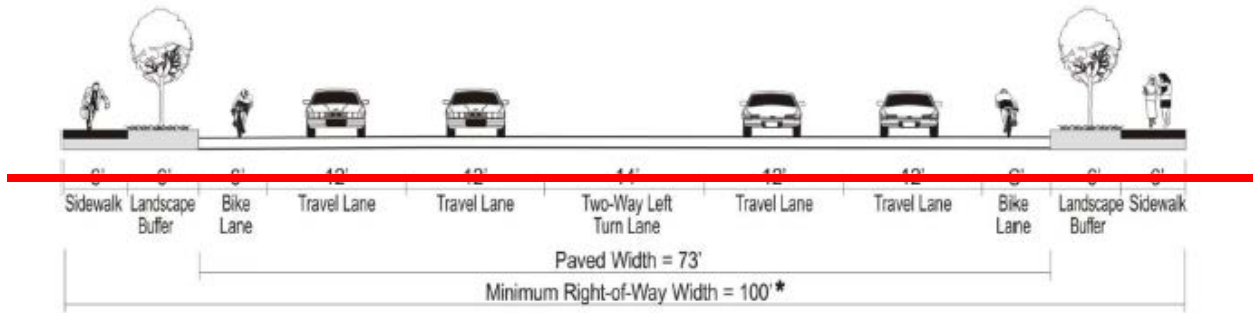


Figure ~~3.01I~~ 3.01J – Pacific Highway 99E
Carl Road to Lincoln Street (MP 30.85 to MP 32.41)



Pacific Highway 99E - Lincoln Street to 600 Feet South of Cleveland Street (MP 32.41 to MP 33.08)

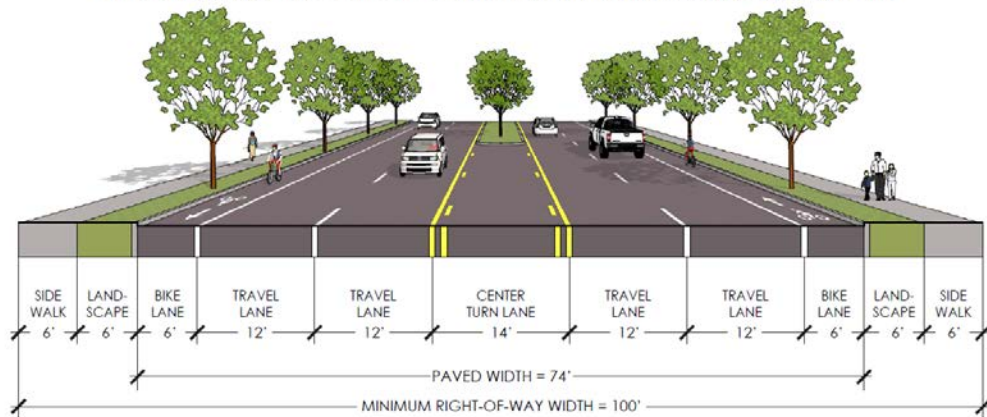
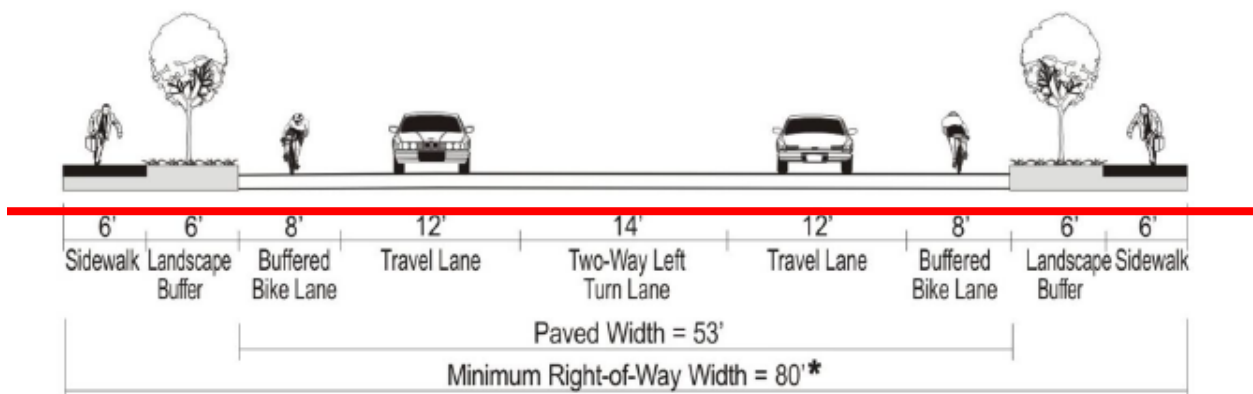


Figure 3.01P 3.01J – Pacific Highway 99E
Lincoln Street to 600 Feet South of Cleveland Street (MP 32.41 to MP 33.08**)



Pacific Highway 99E - 1,150 Feet South of Cleveland Street to South UGB (MP 33.19 to MP 34.07)

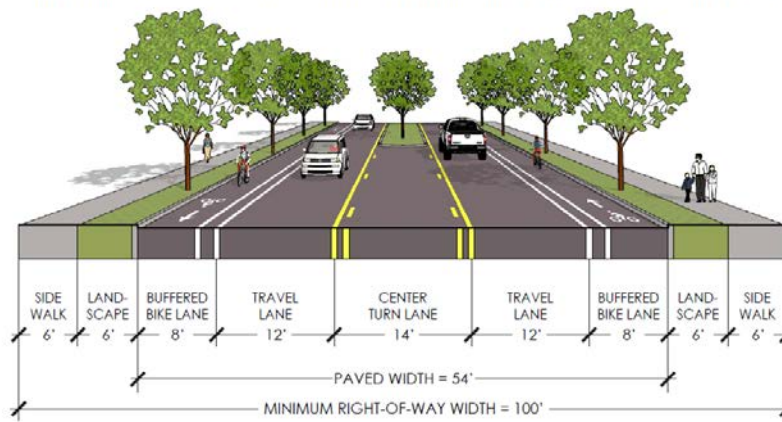


Figure 3.01Q 3.01K – Pacific Highway 99E

~~*One foot of right-of-way outside each sidewalk is needed for operational purposes.~~

** Transition between five-lane and three-lane roadways to occur between MP 33.08 and MP 33.19.

Alley #1

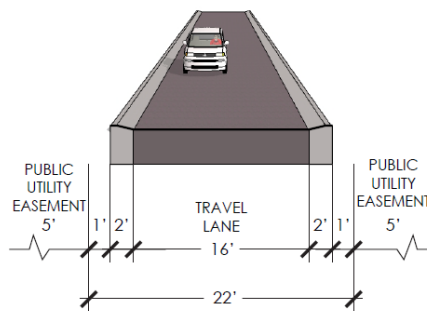


Figure 3.01L – Alley #1

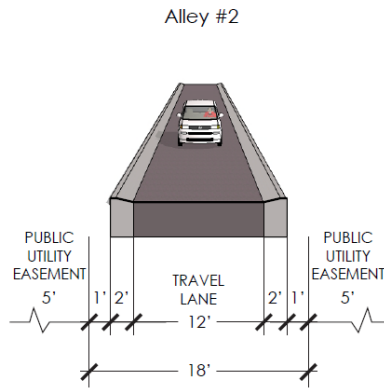


Figure 3.01M – Alley #2

2.05 Overlay Districts

...

2.05.02 Interchange Management Overlay District

...

D. Administration

...

1. A ~~Traffic~~ Transportation Impact Analysis (TIA) is required for all land use applications subject to the provisions of this Section. The TIA must meet City and ODOT administrative rule (OAR Chapter 734, Division 51) requirements and shall include an evaluation and recommendation of feasible Transportation Demand Management (TDM) measures that will minimize peak hour vehicle trips generated by the proposed development.

3.01 Streets

...

3.01.01 Applicability

- A. Right-of-way standards apply to all public streets.
- B. Improvement standards apply to all public and private streets, sidewalks and bikeways.
- C. ~~Functional~~ Mobility standards are identified in ~~the Woodburn TSP~~ Section 3.04.05.E.
- D. The requirements of Section 3.01 apply to all development, and is not limited to partitions, subdivisions, multi-family, commercial or industrial construction, or establishment of a manufactured dwelling or recreational vehicle park. Construction of a single-family dwelling or placement of a manufactured dwelling does not, for the purposes of this Section, constitute development, however, in no case can this type of development occur without minimal access as determined by the Director.

...

3.04 Vehicular Access

The purpose of this Section is to establish procedures and standards for granting vehicular access to public streets. Pedestrian access to public streets and between buildings is required and specified by the Woodburn Development Code (WDO).

3.04.01 Applicability and Permit

3.04.02 Drive-Throughs

3.04.03 Driveway Guidelines and Standards

3.04.04 Improvement Standards

3.04.05 ~~Traffic~~ Transportation Impact Analysis

...

3.04.05 ~~Traffic~~ Transportation Impact Analysis

- ~~A. A Traffic Impact Analysis (TIA) may be required by the Director prior to the approval of a City access permit when the Director estimates a development proposal may generate either 100 or more additional, peak hour trips, or 1,000 or more additional daily trips, within ten years of a development application.~~
- ~~B. A TIA shall evaluate the traffic impacts projected of a development proposal and the estimated effectiveness of potential traffic impact mitigation measures.~~
- ~~C. The methodology for a TIA shall be consistent with City standards.~~

A. The following provisions establish when a proposal must be reviewed for potential transportation impacts; when a Transportation Impact Analysis (TIA) or Transportation Impact Letter (TAL) must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; the required contents of a Transportation Impact Analysis; and who is qualified to prepare the analysis.

B. When a Transportation Impact Analysis (TIA) is Required. The City or other road authority with jurisdiction may require a TIA as part of an application for development, a change in use, or a change in access. A TIA shall be required where a change of use or a development would involve one or more of the following:

1. A change in zoning or a plan amendment designation;
2. Operational or safety concerns documented in writing by a road authority;
3. An increase in site traffic volume generation by 250 Average Daily Trips (ADT) or more;
4. An increase in peak hour volume of a particular movement to and from a street or highway by 20 percent or more;
5. The development is expected to impact intersections that are currently operating at the upper limits of the acceptable range of level of service during the PM peak operating hour.
6. The development is expected to significantly impact adjacent roadways and intersections that have previously been identified as high crash locations or areas that contain a high concentration of pedestrians or bicyclists such as school zones.
7. An increase in the use of adjacent streets by vehicles exceeding the 20,000-pound gross vehicle weights by 10 vehicles or more per day;
8. Existing or proposed approaches or access connections that do not meet minimum spacing or sight distance requirements or are located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, creating a safety hazard; or
10. A TIA required by ODOT pursuant to OAR 734-051.

C. When a Transportation Impact Assessment Letter (TAL) is Required. Where the provisions of WDO 3.04.05.B do not apply, the applicant's traffic engineer shall submit a transportation assessment demonstrating that the proposed land use action is exempt from TIA

requirements. At the discretion of the City Engineer, a TAL may satisfy the City's transportation analysis requirements when a development meets all of the following criteria:

1. The development is anticipated to generate fewer than 24 PM peak hour trips and fewer than 250 daily trips.
2. The development is not expected to significantly impact intersections that currently are not meeting the City's acceptable level of service standards during the PM peak time period.
3. The development is not expected to significantly impact roadways and intersections that have an identified safety concern.

D. TIA Preparation. The TIA shall be prepared by a professional engineer with competence in traffic engineering, licensed in the State of Oregon, in accordance with the following requirements:

1. A proposal establishing the scope of the TIA shall be submitted for review to the City Engineer. The evaluation requirements shall reflect the magnitude of the project in accordance with accepted traffic engineering practices and will include an assessment of key intersections impacted by the proposal. The City Engineer will review the scope of the TIA and will provide written comments to the applicant acknowledging that the scope is adequate or what additional information is required.
2. If the TIA identifies conditions less than the minimum standard established in Section 3.04.05.E, improvements and funding strategies mitigating the problem shall be considered concurrent with the development proposal.

E. Mobility Standards. Intersection operational performance is based on Level of Service (LOS) and volume-to-capacity (v/c) ratio. The following mobility standards apply:

1. Along state facilities, the Oregon Highway Plan (OHP) governs the mobility standards. Referred to specifically as mobility targets, the maximum v/c ratios for signalized and unsignalized intersections can be determined from Table 6 of the OHP.
2. For City streets, the following mobility standards are used for evaluation:
 1. For signalized and all-way stop-control intersections, Level of Service (LOS) "E" or better shall be maintained.

2. For signalized intersections, the intersection volume-to-capacity ratio shall be less than 1.00 regardless of LOS.

3. For unsignalized intersections, volume-to-capacity ratio of less than .90 on the critical movement shall be maintained, provided the queues on the critical approach can be appropriately accommodated.

3. The evaluation of traffic operations is conducted using the methodology outlined in the most recent edition of the Highway Capacity Manual.

F. Approval Criteria. The TIA shall be reviewed according to the following criteria:

1. The analysis complies with the content requirements set forth by the City and/or other road authorities as appropriate;

2. The study demonstrates that adequate transportation facilities exist to serve the proposed land use action or identifies mitigation measures that resolve identified traffic safety problems in a manner that is satisfactory to the road authority;

3. For affected City facilities, the study demonstrates that the project meets mobility and other applicable standards established in the WDO and TSP, and includes identification of multi-modal solutions used to meet these standards, as needed; and

4. Proposed design and construction of transportation improvements are in accordance with the design standards and the access spacing standards specified in the WDO and TSP.

G. Conditions of Approval.

1. The City may deny, approve, or approve a proposal with conditions necessary to meet operational and safety standards; provide the necessary right-of-way for planned improvements; and require construction of improvements to ensure consistency with the future planned transportation system.

2. Construction of off-site improvements, including those related to bicycle and pedestrian facilities, may be required to mitigate impacts resulting from development that relate to capacity deficiencies and public safety; and/or to upgrade or construct public facilities to City standards.

3. Where the existing transportation system is shown to be impacted by the proposed use, improvements such as paving; curbing; installation of or contribution

to traffic signals; and/or construction of sidewalks, bikeways, access ways, paths, or streets that serve the proposed use may be required.

4. Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on transportation facilities. Findings in the development approval shall indicate how the required improvements directly relate to and are roughly proportional to the impact of development.

3.05 Off-Street Parking and Loading

...

3.05.02 General Provisions

A. All required parking and loading spaces shall be retained and maintained in accordance with the standards of the WDO.

...

N. In parking areas three acres and larger intended for use by the general public, pedestrian pathways shall be raised or separated from parking, parking aisles, and travel lanes by a raised curb, concrete bumpers, bollards, landscaping, or other physical barrier. If a raised pathway is used, curb ramps shall be provided in accordance with the Americans with Disabilities Act Accessibility Guidelines.

3.05.03 Off-Street Parking

...

E. All uses that are required to provide 10 or more off-street parking spaces and residential structures with four or more dwelling or living units shall provide a bicycle rack within 50 feet of the main building entrance. The number of required rack spaces shall be one space per ten vehicle parking spaces, with a maximum of 20 rack spaces. Where required bicycle parking exceeds 10 rack spaces, 50% of the required spaces shall be sheltered, "long-term" spaces. Long-term bicycle parking areas may be in a conveniently located garage or storage unit, under an eave, in an independent structure, or provided similar cover.

3.05.03 – Off-Street Parking

...

H Parking areas that have designated employee parking and more than 20 automobile parking spaces shall provide at least 10% of the employee parking spaces (minimum two spaces) as preferential carpool and vanpool parking spaces. Preferential carpool and vanpool parking spaces shall be closer to the employee entrance of the building than other parking spaces, with the exception of ADA accessible parking spaces.

3.05.03 – Off-Street Parking

...

I. Parking spaces and parking areas may be used for transit related uses such as transit stops and park-and-ride/rideshare areas, provided minimum parking space requirements can still be met.

3.07 Architectural Design

...

3.07.06 Standards for Non-Residential Structures in Residential, Commercial and Public/Semi Public Zones

A. The following design guidelines shall be applicable to all non-residential structures and buildings in the RS, RSN, R1S, RM, RMN, CO, CG, and P/SP zones.

...

D. On-Site Pedestrian Circulation

1. Walkways shall connect all building entrances with adjacent sidewalks and on-site parking areas, and shall connect off-site adjacent uses to the site unless topographic or existing development constraints preclude making certain walkway connections.

2. Where walkways cross a parking area or driveway, they shall be clearly marked with contrasting paving materials (such as light-color concrete inlay between asphalt), which may be part of a raised/hump crossing area. Paint or thermo-plastic

striping and similar types of non-permanent applications may be approved for crosswalks not exceeding 24 feet in length.

[NEW SECTION] 3.11 Transit Access and Supportive Improvements

3.11.01 Purpose

3.11.02 Applicability

3.11.03 General Requirements

3.11.01 Purpose

A. To support existing transit routes, consistent with the Woodburn TSP, as well as future enhanced transit connections within the City and between Woodburn and other cities in Marion County.

B. To ensure future development includes provisions for transit riders and that access to transit is safe and convenient.

3.11.02 Applicability

A. Development that is proposed adjacent to an existing or planned transit stop, as designated in an adopted transportation or transit plan, shall provide transit access and supportive improvements in coordination with the transit service provider.

3.11.03 General Requirements

A. Proposed development shall provide reasonably direct pedestrian connections between the transit stop and primary entrances of the buildings on site. For the purpose of this Section, "reasonably direct" means a route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for users.

B. The primary entrance of the building closest to the street where the transit stop is located must be oriented to that street.

C. A transit passenger landing pad that is ADA accessible.

D. An easement or dedication for a passenger shelter or bench if such an improvement is identified in an adopted plan.

E. Lighting at the transit stop.

F. Other improvements identified in an adopted plan.

4.01.06 Conditions of Approval

A. All City decision-making bodies have the authority to impose conditions of approval reasonably related to impacts caused by the development or designed to ensure that all applicable approval standards are, or can be, met on Type II, III and IV decisions except annexation. All conditions of approval shall be clear and objective or if the condition requires discretion shall provide for a subsequent opportunity for a public hearing.

B. Regarding need transportation improvements, the City may deny, approve, or approve a proposal with conditions necessary to meet operational and safety standards; provide the necessary right-of-way for planned improvements; and require construction of improvements to ensure consistency with the future planned transportation system.

1. Construction of off-site improvements may be required to mitigate impacts resulting from development that relate to capacity deficiencies and public safety; and/or to upgrade or construct public facilities to City standards.

2. Where the existing transportation system is shown to be impacted by the proposed use, improvements such as paving; curbing; installation of or contribution to traffic signals; and/or construction of sidewalks, bikeways, access ways, paths, or streets that serve the proposed use may be required.

3. Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on transportation facilities. Findings in the development approval shall indicate how the required improvements directly relate to and are roughly proportional to the impact of development.

~~B.~~ C. Compliance with Conditions:

1. The applicant shall agree in writing that the applicant and successors shall be bound by the conditions prescribed for approval of the development.

2. Failure to comply with any condition of approval shall be the basis for revocation of the permit(s) and/or instituting code enforcement proceedings pursuant to the Section 4.02.10 and 4.02.11 and ORS 30.315.

September 9, 2019

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator
McKenzie Granum, Assistant City Attorney

SUBJECT: **Bargaining Agreement with AFSCME, Local 642**

RECOMMENDATION:

Adopt the attached Resolution authorizing the execution of a new Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees AFL-CIO ("AFSCME"), Local 642.

BACKGROUND:

Beginning in April 2019, the City and AFSCME opened bargaining for the contract year beginning on July 1, 2019. The Assistant City Attorney acted as the City's chief negotiator, with HR Director, Mel Gregg, Assistant City Administrator, Jim Row, and the Public Works Operations Director, Curtis Stultz, also serving on the City's negotiating team. The City Administrator, City Attorney, and Finance Director also played important supporting roles.

Based on the results of the negotiations, the City and AFSCME reached a tentative three (3) year Agreement. The AFSCME membership concluded a ballot voting process on August 28th to ratify the Agreement.

DISCUSSION:

Both the City and AFSCME bargaining teams engaged in a professional bargaining process that was efficient and responsive to the economic and operational realities of the City. Most importantly, the new contract incorporates wage scale adjustments that aid the City in meeting new legal requirements of Oregon's Pay Equity Act. Additionally, with regional unemployment rates remaining at historic lows, it was important that the contract include modest adjustments to the overall wage and benefit package for employees, which will allow the City to remain competitive with its recruitment and retention over the life of the contract. Ratification of this new contract will allow both parties to

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___x___

continue working together under an arrangement that provides stability and reliability for the City and the community.

Some highlights of the new Agreement include:

1. Contract Term. A three-year term, effective July 1, 2019 – June 30, 2022.
2. Wages. Effective and retroactive to June 30, 2019, a new wage schedule will be implemented that includes position and wage adjustments that incorporate both pay equity and comparable market changes, plus an overall Cost of Living Adjustment ("COLA") increase to the wage schedule of two percent (2%).

Effective June 28, 2020, positions within the wage schedule will receive a COLA increase of three percent (3%).

Effective June 27, 2021, positions within the wage schedule will receive a COLA increase of three percent (3%).

3. Insurance & Retirement Benefits. Through negotiations, the City maintained its 85%-15% cost-sharing split for medical plan premiums through December 2020. The City and AFSCME have then agreed to reopen the Article to negotiate further over health insurance plan options and premium costs that are expected to change beginning January 1, 2021.

This Agreement makes no change to the City contribution levels for other offered insurance plans and retirement benefits.

4. Standby Compensation & Overtime. Modification were made to the Contract regarding the scheduling and compensation structure for standby assignments. Standby-assigned positions are ones that require an employee to receive emergency phone calls during the evenings and weekends outside their normal working hours, and respond to such emergencies either remotely or in-person over the course of weekly assignments. The modifications to the contract will bring the City's compensation schedule for standby into better alignment with comparable jurisdictions, provide a possible cost savings to the City, and ensure that appropriate levels of staffing are available for such assignments when they are most needed. With the changes to standby, the Contract also includes a new option for an employee to receive compensatory time off in lieu of overtime pay. Compensatory time-off

arrangements are typical within many comparable contracts and provides flexibility to employees in how they can receive overtime benefits. As a result of the City's move to an electronic time clock system a few years ago, the City is now in a better position to accurately account for- and provide a compensatory time-off option to City employees.

5. New Employee Probation. A modification was made to increase the probation period for newly hired employees from six months to twelve months. This increase to the time period that a new employee is on probation will provide supervisors with a greater opportunity to observe a new employee's performance and ensure that the individual is best suited to the duties of the job. Probationary employees, in contrast with non-probationary employees, are at-will and serve at the pleasure of the City.
6. Union Dues. Updates were made to the Contract regarding the collection and remittance of Union Dues. These changes were essential in order for the City and AFSCME to meet the legal standard set out in the 2018 Supreme Court decision, *Janus v. AFSCME*.
7. Other Operational Components. Other operational matters that were addressed through the negotiation process included modifications to the acting-in-capacity and working-out-of-class employee assignments and the payment and reimbursement process for employee licenses and certifications. The parties also had discussions regarding vacation time and holidays, but ultimately no changes were made to those parts of the contract.

A copy of the new Agreement, as tentatively agreed to by the parties, is attached to the Ratification Resolution for your review.

FINANCIAL IMPACT:

The proposed new Agreement ensures that the City remains competitive among comparable jurisdictions and cities for recruitment and retention purposes, while meeting the City Council's financial objectives that were set by the current budget policies. The monetary impact of the new agreement is within the City's budgetary parameters.

COUNCIL BILL NO. 3107

RESOLUTION NO. 2140

A RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WOODBURN AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 642 FOR A CONTRACT BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2022

WHEREAS, the purpose of labor negotiations is to reach an agreement on matters relating to wages, hours, working conditions, and fringe benefits for certain represented employees; and

WHEREAS, the City of Woodburn (the "City") and the American Federation of State, County, and Municipal Employee AFL-CIO, Local 642 ("AFSCME") have engaged in a number of good faith bargaining sessions in order to reach an understanding on provisions to be included in a new Collective Bargaining Agreement (the "Agreement");

WHEREAS, the City Council has been briefed on the terms of the Agreement and authorized the City negotiating team to tentatively agree to it; and

WHEREAS, AFSCME ratified the Agreement through a ballot process that concluded on August 28, 2019; **NOW, THEREFORE**,

THE CITY RESOLVES AS FOLLOWS:

Section 1. That the Agreement tentatively agreed to by the parties and ratified by the AFSCME membership, attached to this Resolution as Exhibit A, is approved.

Section 2. That the City Administrator is authorized to execute the Agreement on behalf of the City.

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, Mayor

Passed by the Council _____

Submitted to the Mayor
Approved by the Mayor
Filed in the Office of the Recorder

ATTEST: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon



COLLECTIVE BARGAINING AGREEMENT
between
CITY OF WOODBURN
&
CITY OF WOODBURN LOCAL 642
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO.

July 1, 2019 – June 30, 2022

PREAMBLE

This Agreement is entered into between the City of Woodburn, Oregon, hereinafter referred to as the City, and the City of Woodburn Local 642, American Federation of State, County, and Municipal Employees AFL-CIO, hereinafter referred to as the Union. The purpose of this Agreement is to set forth the entire Agreement between the parties on matters relating to wages, hours, working conditions, and fringe benefits.

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ARTICLE 1 – RECOGNITION

1.1 INCLUDED POSITIONS:

The City recognizes the Union as the sole and exclusive bargaining agent for full-time and part-time (regularly scheduled to work 20 hours per week or more).

Employees in the bargaining unit with respect to matters relating to wages, hours, and working conditions. Appendix A, attached hereto and by reference incorporated herein, is a listing of all bargaining unit employees.

Supervisory employees and confidential employees as governed by State statute, irregular part-time employees regularly scheduled to work less than twenty (20) hours per week (except in circumstances that they must replace full-time and part-time employees on a temporary basis), seasonal and special projects employees, who shall not be employed by the City for more than nine (9) months in any calendar year, and persons hired for a limited period of time for training funded in whole or in part, by the state, federal, or other governmental unit are specifically excluded.

Part time Library staff: Two (2) Part-Time Librarians may work up to 25 hours/week and be exempt from health benefits coverage (not transferable to other departments).

1.2 NEW POSITIONS:

In the event the City creates a new classification or revises a current classification that would place the classification in the bargaining unit, the Union will be notified of such classification before any employees are hired in such new classification. If the Union disagrees with the proposed salary range, the Union shall notify the City within fifteen (15) days in writing if it wishes to discuss the wage or other conditions of employment for the classification, and an additional fifteen (15) days in which to commence discussion on the issue. If the parties are not in agreement over the proposed salary range or other issues, the City may fill the position with its proposed salary rate serving as a provisional salary rate until the above-described discussions have resulted in an agreement on the issue. If the parties subsequently agree upon a salary rate that is different than the initial City-proposed rate, such agreed-upon rate shall be retroactive to the date that the position was filled.

ARTICLE 2 - UNION RIGHTS

2.1 UNION DUES:

1. The City agrees to deduct the Union membership dues and other authorized fees or assessments from the pay of those employees who have affirmatively consented to- and authorized such deductions in writing. Unless otherwise required by law, affirmative consent and authorization for the deduction of membership dues will be evidenced by the Union providing the City with a copy of any new member's signed AFSCME Local 642 membership card.
2. Union dues will be deducted from each employee's paycheck and disbursed to the Union on schedule with the City's biweekly pay period. The aggregate deductions of all employees shall be remitted by Automatic Clearing House (ACH) transfer to AFSCME by the tenth (10th) day after such deductions are made.

3. Along with the remittance of employee deductions, the City shall also provide electronic employee list(s) to the Union by the tenth (10th) day after deductions are made. Such list(s) shall include: all new and terminated employees in the bargaining unit, the listed names of employees with first and last name in separate columns, the employee's ID, address, date of birth, job title, and the employee's membership dues amount contribution for the subject pay period.
4. Employees are subject to the terms of their Union membership. The amount of dues to be deducted for Union-represented employees shall be indicated by the Union to the City in writing and shall be effective on the date indicated by the Union.
5. The Union will indemnify, defend and hold the City harmless against any claim made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Union and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

2.2 BUSINESS REPRESENTATIVES:

The Union shall provide the City with an updated list of authorized representatives, who shall number no more than two at any one time. Union activities will normally be carried on outside of working hours. Use of any City location deemed a public facility shall be available to the Union on the same basis as any other organization.

Reasonable access to employee work locations shall be granted to the authorized representative, provided the visit does not interfere with the normal operations of the department or with established safety or security requirements.

2.3 STEWARDS:

The Union shall make a diligent effort to have in place a minimum of two and up to four stewards, one of whom shall serve as Chief Steward.

The Union shall provide the City with timely written notification of all steward appointments. All meetings held with City management pursuant to Steps I through IV of the Grievance Procedure (Article 18) hereof, shall include the grievant and/or one union representative of the Union's choosing. Stewards who attend meetings with City representatives pursuant to the above shall suffer no loss of regular pay as a result of such attendance. The City shall, however, be under no obligation to hold such meetings during the paid time of the stewards and other employees attending same. Except as provided above, all time taken off by stewards shall be without pay. It shall be the responsibility of each individual employee to provide reasonable advance notice to his or her immediate supervisor when time away from the job will be required under this section. Union Representatives may attend meetings held pursuant to any step of the Grievance Procedure, provided the City has received reasonable advance notice of such attendance.

2.4 BULLETIN BOARDS:

In accordance with past practice, the Union will be allowed use of adequate space on designated City bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meeting, Union social and charitable activities, and posting of official Union publications.

2.5 CONTRACT RENEWAL:

The Union's negotiation team, to be comprised of no more than three on-duty employees, shall be permitted to attend negotiating sessions with the City without loss of their regular pay relative to securing contract renewal; provided, however, that such release from duty time shall not exceed an aggregate of ninety (90) working hours. It shall be the responsibility of each individual employee to provide reasonable advance notice to his or her immediate supervisor when time away from the job will be required under this section.

2.6 CONTRACT DISTRIBUTION:

The City shall, at no cost to the Union, provide the Union with the original paper and digital copy of this Agreement. The Union shall provide at its cost a copy of this Agreement to each current employee, and the City shall provide at its cost a copy of this Agreement to each employee who is hired during the term of this Agreement.

2.7 ADDRESSES:

The City will provide current home addresses it has on record for all bargaining unit employees each fiscal year at the request of the Union.

ARTICLE 3 - NON-DISCRIMINATION & ANTI-HARASSMENT POLICY

The City maintains a Non-Discrimination Policy and Procedures to address workplace harassment, discrimination, and retaliation that violates state and federal law. This policy document was most recently adopted in January 2017, with a commitment from the City to review the policy every three years or as state and federal regulations are revised and necessitate a change in the policy or procedures.

It is recognized that both state and federal law provide the means for resolution of discrimination and harassment questions. Therefore, a claimed violation of the provisions of this Article shall not serve as the basis for a claim of a violation of this Agreement.

ARTICLE 4 - HOURS OF WORK**4.1 GENERAL PROVISIONS:**

A full-time employee's work week shall consist of five (5) consecutive work days, not necessarily Monday through Friday, followed by two (2) consecutive days off. A full-time employee's regular workday shall be eight (8) consecutive hours except for an unpaid lunch period. Except in an emergency or in such instances that a shift position is vacant due to a circumstance outside the control of the City, such as illness on a temporary basis, established work schedules showing workdays, shift assignments, and work hours will not be changed without fourteen (14) calendar days written notice to affected full-time employees. For the purposes of this Agreement, emergency shall be defined as the performance of City functions or services necessary to protect or reserve the lives, safety, health, or property of the citizens of Woodburn threatened by unusual or unforeseen circumstances. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.

4.2 WORK DAY AND WORK SHIFT ROTATION:

When a change in the assigned work day schedule or change in shift occurs, the provisions of 4.1 shall not apply. Such rotation shall not normally occur more than once each four weeks. In such instances, overtime shall not be required unless it is required under Article 9 of this Agreement.

4.3 SHIFT ASSIGNMENTS:

Excepting probationary employees, who may be assigned to work any shift, the City shall do one of the following within each operational area:

1. Allow employees within a given classification and job assignment to select their shift assignment based upon seniority with the most senior employee to select his or her desired shift first; or
2. Provide for a rotation of shift assignments whereby all employees within a given classification and job assignment serve an equal amount of time on each of the available shifts or work schedules.

4.4 WORK SCHEDULE FLEXIBILITY:

It is not the intention of this Article to prevent the City and an individual employee from mutually agreeing to alternative work schedule(s). Such alternative work schedule may be initiated by either the City or an employee(s), but must be reduced to writing before it is implemented. In the event an employee requested flexible work schedule is denied, the employee shall be provided the operational reason for such a refusal by the Department head. Refusals of flexible scheduling by the Department Head are not grievable but may be subject to review by the City Administrator. In all cases, the City reserves any and all management rights related to scheduling employee work hours, or any other rights that may be applicable under this article. An alternative work schedule shall conform to the requirements of the Fair Labor Standards Act but may be at variance with the provisions of 4.1, 4.2, and 4.3 of this Article and may also, notwithstanding the provisions of 9.1, allow an employee to agree to a work schedule that includes more than eight (8) hours of daily work without overtime pay.

4.5 PART-TIME EMPLOYEES:

Part-time employees are included under the provisions of this Article as it is applicable to their work assignments.

ARTICLE 5 - HOLIDAYS**5.1 HOLIDAYS OBSERVED:**

Employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after the fourth Thursday of November
Christmas Eve	last half of the shift on December 24

Christmas Day

December 25

After completion of six (6) months of continuous service, each employee shall be entitled to one (1) floating holiday with pay during each fiscal year. The floating holiday shall be taken at the option of the employee, subject to the operating requirements of the City operations. Part-time employees shall earn pro rata holiday benefits based on the relationship of their regularly scheduled work week bears to that of a full-time employee.

5.2 HOLIDAY PAY:

Eligibility for holiday pay shall require 90 calendar days of employment.

If an employee's scheduled day off falls on such holiday, he or she shall be granted a holiday with pay to be taken at the mutual convenience of the employee and the City.

Whenever a holiday occurs during an employee's authorized leave with pay, eight (8) hours of such leave shall be charged to holiday time.

Employees required to work on a recognized holiday shall be compensated for all hours worked on the holiday at one and-one-half times (1-1/2) times their regular rate of pay, in addition to their regular holiday pay. In lieu of holiday premium pay, the city and an employee may agree to an alternative day off with pay. Such agreement shall be in written form and executed prior to the holiday.

When a holiday occurs on a day which an employee is regularly scheduled to work more than eight hours (such as for an employee working a four 10 hour day schedule), the employee may choose one of the following options:

1. Receive eight (8) hours of holiday pay and charge two (2) hours against any of the employees accrued leave, except sick leave;
2. Receive eight (8) hours of holiday pay and forfeit two (2) hours of pay;
3. Change to a work schedule of five 8-hour days for the entire week. To select this option the employee must notify the supervisor at least seven (7) days in advance of the start of the work week and receive approval from the supervisor to do this; or
4. With the supervisors' approval, work two (2) extra hours during the same work week. These two (2) extra hours will be paid at the employee's regular rate of pay.

5.3 WEEKEND HOLIDAYS:

Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the previous Friday shall be observed as the holiday. In the case where Christmas Day falls on a Monday, Christmas Eve will be observed on the preceding Friday.

ARTICLE 6 - VACATION

6.1 VACATION ACCRUAL:

Full-time employees shall accrue working days of vacation per calendar year outlined below.

Accrued vacation shall be credited as earned in accordance with the above, except that vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completed the first six (6) months of continuous service.

An employee's earned but unused vacation credits shall not be allowed to accumulate beyond double his or her annual accrual rate. Employees who are unable to use vacation due to unusual or catastrophic circumstances, the City's operational needs, or due to a medical or worker's compensation leave where sick leave use is required first, may be allowed an exception to the maximum accrual rule, provided all other options are exhausted and a request is made to the employee's Department Director and the HR Director.

The City may initiate a mandatory vacation of sufficient duration to reduce unused vacation below the maximum allowable accumulation.

Part-time employees shall earn pro-rata vacation benefits based upon the relationship their regularly schedule workweek bears to that of a full-time employee.

Vacation accrual schedule

An employee will, upon successful completion of their probationary period be credited with 44 hours of vacation. Below is the table of the vacation accrual schedule.

Length of Service	Full-Time Hourly Accrual Per Month	Full-Time Days Per Year	Max Accrual in Days
7-24 months-Up to year 2	7.34 hours	11 days	22 days
25-48 months - Begin of year 3 to end of year 4	8 hours	12 days	24 days
49-72 months - Begin of year 5 to end of year 6	10 hours	15 days	30 days
73-108 months - Begin of year 6 to end of year 9	11.34 hours	17 days	34 days
109-156 months - Begin of year 10 to end of year 13	12 hours	18 days	36 days
157-168 months - Begin of year 13 to end of year 14	13.34 hours	20 days	40 days
169-228 months - Begin of year 15 to end of year 19	14 hours	21 days	42 days
229-240 months - Begin of year 20 to end of year 20	14.67 hours	22 days	44 days
241-252 months - Begin of year 21 to end of year 21	15.34 hours	23 days	46 days
253-264 months - Begin of year 22 to end of year 22	16 hours	24 days	48 days
265 + months - 23+ years	16.67 hours	25 days	50 days

6.2 VACATION UTILIZATION:

Starting on the 1st business day of April and for the remainder of the month, the City shall circulate or post within each department or division, as applicable, a signup register. Such register shall be posted/circulated to employees in the order of their seniority, beginning with the most senior

employee. At the time such vacation sign-up register is posted/circulated, each employee shall have the opportunity to designate one uninterrupted period for vacation within those parts of the upcoming fiscal year when utilization of vacation will be allowed. Following the circulation of the vacation sign-up register, each employee may schedule any remaining accrued vacation on a first-bid basis; that is, the first employee to request vacation for a period when the utilization of vacation is allowed shall, subject to operational needs of the City, be allowed to utilize vacation. The foregoing shall not preclude the possibility of several employees within a given department or division, as applicable, being allowed to take vacation at the same time, nor shall it preclude the possibility of denying requested vacation to an employee or several employees while other employees are allowed to take vacation when such denial of vacation is due to operational requirements that do not uniformly affect all employees in the given department or division. Nothing in this article precludes the granting of vacation outside of the bid process, at any time, so long as such approval does not provide operational difficulties for the department or division.

6.3 INCLEMENT CONDITIONS:

In the event inclement conditions exist to the extent that the employee cannot safely travel to the work site, and neither the City nor the employee can determine an alternative method of transportation, the employee may use accrued vacation leave or compensatory time to cover their absence.

In the event that the City Administrator closed one or more the City's operations center(s) due to inclement weather, all employees affected by the closure will receive the same benefit of paid hours if paid hours are available.

6.4 TERMINATION:

Upon the termination of a regular employee, he or she shall be paid for all unused vacation at his or her current rate of pay. In case of death, compensation for accrued vacation leave shall be paid in the same manner the salary due the deceased is paid to the estate/spouse.

ARTICLE 7 - SICK LEAVE

7.1 SICK LEAVE ACCRUAL:

Full-time employees shall accrue sick leave at the rate of one eight-hour (8-hour) day for each full calendar month of service from the first month of employment to a maximum of one hundred eighty (180) eight-hour (8-hour) days.

Part-time employees shall accrue prorated sick leave benefits based on the relationship their regularly scheduled work week bears to that of a full-time employee. Accrued but unused sick leave shall not be compensated upon termination or death.

7.2 SICK LEAVE UTILIZATION:

If any employee is unable to work his or her regularly scheduled work day(s) by reason of illness or injury, accrued sick leave shall be applied subject to the following limitations:

1. **Secondary Employment:** Unless the employee has notified the City in advance and received approval, sick leave benefits shall not be allowed when an employee is working for another employer, or otherwise engaged in an activity for profit during the period of disability.

2. **Industrial Accidents:** Employees who become eligible for worker's compensation benefits and who are off work due to a compensable injury shall be allowed to use accrued sick leave to supplement the worker's compensation so as to receive their regular gross wage. Employees can also use sick leave for the three (3) day waiting period for worker's compensation benefits.
3. **Doctor's Certification:** They City may, through the employee, request verification from the employee's health care provider that substantiates the injury or illness preventing the employee from working. An employee may be required by their department head or designee to provide a release to return to work from the employee's health care provider upon injury or illness.
4. **Family Illness:** Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury, or by serious illness or disability in their immediate families requiring the presence of the employee, or any other purpose provided by FMLA, OFLA, or Oregon SB 454 (2015) for such period as the employee has accrued sick leave. Immediate family is defined as: husband, wife, mother, father, son, daughter, foster children, brother, sister, father-in-law, mother-in-law, grandparents, or other relative living in the employee's household.

If the City has reason to believe that an employee may have been abusing sick leave, it may, by prior written notification to that employee, require a physician's certification of illness for absences of three (3) days or less as a condition of receipt of sick leave benefits.

In addition, a physician's certification of fitness to return to work may be required if there is some reason to question the employee's fitness to perform his or her assigned duties.

7.3 SICK LEAVE LIMITATIONS:

1. **New Employees:** Sick leave shall not be available for utilization until after the first ninety (90) days of employment have been completed.
2. **Notification:** The employee shall notify his or her immediate supervisor in accordance with procedures that may be established by such supervisor of the need for sick leave as soon as possible after his or her knowledge of the need. If the employee fails to notify his or her supervisor in a timely manner, it shall be cause for denial of sick leave benefits.
3. **Abuse:** The abuse of sick leave shall be cause for disciplinary action.

7.4 FMLA/OFLA SICK LEAVE:

Employees, who meet the requirements, may be eligible for federal or state protected leave such as the Family Medical Leave Act (FMLA) and Oregon Family Medical Leave Act (OFLA).

ARTICLE 8 - INSURANCE AND RETIREMENT BENEFITS

8.1 LONG-TERM DISABILITY ("LTD") INSURANCE:

The City shall provide a long-term disability insurance benefit that insures sixty-six and two thirds percent (66 2/3%) of the employee's gross base salary at the time of disability or illness, if the employee

is disabled or becomes ill and is unable to work. This coverage shall provide protection when ninety (90) calendar days have elapsed from the time of injury or illness. Benefits paid by LTD insurance are not considered City paid leave or City paid time. Employees on LTD who have exhausted all paid leave will be placed on leave without pay status. The employee on leave without pay status may at their own expense purchase health insurance coverage as allowed by law.

If the provisions of this Section 8.1 conflict with the actual policy language or the decision of the insurer, the policy and/or the insurer's decision shall prevail and such matters shall not be subject to the grievance procedure.

8.2 MEDICAL DENTAL VISION INSURANCE:

The City agrees to offer two Health plans from which employees may choose; The Kaiser Plan or the Regence Blue Cross High Deductible Health Plan (with a Health Savings Account (HSA)). Kaiser participants will not be eligible for the HSA account.

The City's contribution for eligible employees and their eligible dependents (as defined by the Plan Administrator) shall be 85% of the monthly premiums for City-offered health insurance (medical, dental, and vision), plus the Health Savings Account contribution for Regence Blue Cross participants only as outlined below. Employees are eligible to enroll in the City-offered health insurance if the employee is regularly scheduled to work 20 or more hours per week. For part-time employees regularly scheduled to work 20 or more hours per week, the City's contribution to the HSA and the medical plan premiums shall be prorated based on the budgeted FTE of the position.

Funding for all employees enrolled in the Regence Blue Cross High Deductible Plan to the employee's HSA account will be 100% of the deductible.

Employees eligible to receive City contributions to their HSA account, will receive payments from the City on a bimonthly basis on schedule with the employee's pay period. The amount of the bimonthly contribution will equal the deductible total, based on the employee's health plan level, divided by twenty-four (24) pay periods over the year. As with the employee health coverage premium, there will be two (2) pay periods annually for which no contributions will be made.

It is also noted that the insurance coverage's run on a calendar year and therefore funding to the HSA will also be as per calendar year in concurrence with the insurance plan duration.

All employees regularly scheduled to work 20 or more hours per week are required to participate in the health insurance program unless the employee can prove they have attained medical insurance coverage via an alternative means. In which case, employees may opt out of the Plan and receive a \$50.00/month incentive from the City. In order for the City to offer the opt out, the following must apply:

1. The employee and dependents shall be enrolled in another employer's group health plan (e.g. a spouse's employer group plan) that provides minimum essential health coverage as required by the Affordable Care Act, and the employee shall provide documentation of such enrollment upon each annual opt-out election and upon City request.
2. The City will randomly audit employees who opt out of the City medical insurance program. Any employee who has opted out of the program and does not have and/or maintain group

coverage will be required to pay back any incentive pay they have received for the entire contract period regardless of when their coverage ceased.

For any employee regularly scheduled to work over 30 hours per week who is ineligible to participate in the HSA program because of Federal rules, an HRA (Health Reimbursement Account) funded through a VEBA (Voluntary Employee Beneficiary Association) Plan with an equivalent contribution from the Employer may be made on behalf of the employee. Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

1. Contributions for employees who are HSA ineligible. Eligibility is limited to employees who are ineligible to receive and/or make contributions into a health savings account due to other first-dollar / non-high deductible health plan coverage or Medicare. Such employees will receive a contribution into an HRA VEBA account instead of an HSA.
2. If an employee becomes HSA eligible in subsequent plan years (e.g. is no longer covered under another non-high deductible health plan), the city will establish and make contributions into an HSA and cease contributing to the employee's HRA VEBA account. If the employee has a balance in their HRA VEBA account, they will be required to fill out an "election of limited plan coverage" form for their HRA VEBA account so that they are eligible to receive and/or make contributions into their HSA

REOPENER

The above conditions related to contributions for health insurance plans shall remain in effect through Dec. 31, 2020. The City and Union agree to reopen this Section 8.2 to permit the parties to renegotiate the economic provisions and cost sharing impacts of any health plan changes that would take effect beginning on January 1, 2021.

Additionally, if the deductible and/or out of pocket maximums change as per plan documents during the duration of this contract and beyond the control of the City, the Union and the City agree to meet and discuss those changes and how that may or may not affect the City funding for such plans.

8.3 LIFE INSURANCE:

The City shall provide the following life insurance benefits for the duration of this Agreement:

1. A 24-hour term life insurance policy equal to one times the employee's basic annual salary rounded to the next higher \$1,000.
2. An Accidental Death and Dismemberment insurance policy equal to one times the employee's basic annual salary rounded to the next higher \$1,000.

8.4 COVERAGE DURING LEAVES OF ABSENCE:

Employees on leaves of absence with pay will have their group benefits continued as long as they maintain benefit eligible status. The employee portion of the premium will continue to be deducted from their pay. Premiums for benefits are paid one (1) month in advance.

Coverage will continue during authorized protected leave whether paid or unpaid. For authorized unpaid leave, employees may elect to continue coverage at their own expense through COBRA. The City shall comply with all state and federal laws on COBRA benefits. Health plan participants no longer

eligible for coverage, may be eligible to purchase coverage under the City's health insurance program in accordance with federal and state laws.

8.5 WORKERS' COMPENSATION:

Pursuant to applicable law, the City shall continue to provide coverage under the Workers' Compensation plan for job-connected injuries or disabilities. In the event an employee suffers an injury while on the job with the City for which he or she is eligible for time-loss benefits, such employee shall continue to receive the medical, dental, long-term disability, and life insurance benefits provided for herein for the first ninety (90) days of such injury while the employee is on concurrent FMLA leave.

8.6 RETIREMENT:

For the duration of this Agreement, the City shall continue the current retirement plan offered through the Public Employees Retirement System (PERS).

1. **Retirement Contributions.** On behalf of employees, the City will continue to "pick up" the six percent (6%) employee contribution payable as the law requires.
2. **Effect of Changes in Law.** In the event that the City's payment of a six percent (6%) employee contribution under Section 1, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, The City shall increase by six percent (6%) the base salary for each classification in the salary schedules in lieu of the pick-up. This transition shall be done in a manner to assure continuous payment of either the pick-up contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under the existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

ARTICLE 9 - PREMIUM PAY

9.1 OVERTIME:

Employees, who are eligible for overtime pay under the Fair Labor Standards Act (FLSA), and required by the City to work beyond eight (8) hours in any twenty four-hour (24 hour) period beginning at 12:01 a.m., or more than forty (40) hours per week, shall receive overtime compensation.

In no case shall overtime be paid twice for the same hours.

Overtime shall be computed to the nearest quarter-hour (1/4) hour.

Overtime pay shall be based on the actual number of hours on duty per day or week, except that three (3) hours of overtime will be guaranteed in instances of either emergency callback or for Stand-by callback (see 9.2. below). Emergency call-back shall include, but shall not be limited to instances when

an employee has physically left the work site, is on the way home from work, and is called to return to work. Hours worked on City property as a result of a callback excludes travel time, which is unpaid.

Overtime pay shall also be paid at the emergency call-back rate to employees that trouble shoot from home using an electronic device who would otherwise, except for use of said device, be required to return to the work site to resolve an emergency. Thirty (30) minutes of overtime will be guaranteed in instances where an employee troubleshoots from home using an electronic device.

The overtime rate shall be time-and-one-half the regular rate of compensation, in the form of either compensatory time or pay.

In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis, or in the event of an emergency, such additional personnel as are deemed necessary by the City may be required to work overtime. As provided by ORS 653.269, the provisions of ORS 653.268 shall not apply to the employees covered by this Agreement.

9.1.1 COMPENSATORY TIME:

Unless otherwise prohibited by state or federal law, employees may elect to be compensated for overtime either in the form of pay or compensatory time off. Compensatory time off in lieu of overtime pay shall accrue at the rate of one and one-half (1 1/2) hours for each eligible overtime hour worked. Employees may accrue a maximum of forty (40) hours of compensatory time off between January 1st and November 30th of each calendar year. By the last day of each calendar year (Dec. 31), the City shall pay out to applicable employees any accrued and unused compensatory time off earned.

Accrued compensatory time may be used by the employee in the same manner and in conjunction with accrued vacation time. The foregoing shall not preclude the possibility of the City denying requested compensatory time off to an employee or several employees when such denial is due to operational requirements of the given department or division.

Upon the termination of a regular employee, he or she shall be paid for all unused compensatory time off at his or her current rate of pay. In case of death, compensation for accrued compensatory time off shall be paid in the same manner the salary due the deceased is paid to the estate/spouse.

9.2 STANDBY:

Stand-by Responsibilities:

Subject to program needs and budget limitations, the City may assign certain bargaining unit employees to "Stand-by Required" positions. The determination of the number, qualifications, and the assigned individuals is the sole and exclusive determination of management. Stand-by positions are ones that require an employee to receive emergency phone calls during the evenings or weekends outside their normal working hours, and respond to such emergencies either remotely or in-person over the course of a weekly assignment.

Stand-by duty "standards" are required to be met by any employee assigned to Stand-by duty and include the following:

1. Employee shall be immediately accessible by telephone or other agreed to device at all times while on Stand-by.
2. The employee shall respond within 15 minutes of a call out and be on City property within 60 minutes of the original call out for service.
3. Employees must be in “duty ready” condition; this means strict adherence to the substance abuse policy. In the event an employee is taking medications while on Stand-by by duty the employee has a responsibility to immediately report such condition to his/her supervisor immediately.

A failure to fully adhere to the Stand-by standards listed above will result in the employee losing its Stand-by compensation for the subject assignment period and may result in the employee being subject to discipline.

Scheduling:

Management will use its best efforts to schedule Stand-by duties on a rotational basis and based on operational needs not less than three (3) months in advance. Management will schedule Stand-by duty assignments to be on a weekly basis. No employee shall be scheduled for more than seven (7) consecutive days until they have had fourteen (14) consecutive days without a Stand-by assignment, except in cases of an emergency.

The City shall schedule those employees currently assigned and serving in Stand-by required positions to a minimum of twelve weeks of Stand-by duties per calendar year through December 31, 2021, provided the employee meets fitness for duty requirements and is available for assignments (see attached Appendix B for a list of subject employees). If, prior to December 31, 2021, a subject employee is voluntarily removed from the Stand-by schedule that employee thereafter relinquishes the right to the twelve weeks of guaranteed assignments provided for by this section.

Stand-by assignments made by management shall be tracked on a calendar year basis. Employees may voluntarily “swap shifts” provided the employees’ immediate supervisor is informed of the swap in writing at least ten (10) days in advance of the proposed swap.

Whenever an unforeseen event occurs requiring a variation from the posted schedule, management will attempt to remedy such occurrences by asking for volunteers first; then by assigning duty by inverse seniority second. If management still cannot adequately meet the Stand-by shifts needed, due to an emergency and/or unforeseen need then additional Stand-by assignments may be made to employees not normally assigned.

Notwithstanding the above, the intent of management is to fairly schedule Stand-by duties to bargaining unit employees to the extent practical.

Right-to re-assigns:

It is agreed by all parties to this agreement that the assignment of employees to “Stand-by required” is recognition of quality superior work performance. Accordingly, if management determines that an employee is no longer performing at such a standard then nothing in this agreement will preclude the reassignment of a different employee.

Compensation:

Beginning December 29, 2019, Employees assigned to Stand-by duties shall be compensated for each weekly Stand-by assignment as follows:

- For those employees named in Appendix B: 13 hours pay at the employee's regular rate
- For all other assigned employees: 10 hours pay at the employee's regular rate

If a subject employee named in Appendix B is voluntarily removed from the 12-weeks per year Stand-by schedule that employee thereafter relinquishes the right to the thirteen (13) hours pay provided for by this section and will thereafter only be compensated at the ten (10) hour rate for any future Stand-by assignments.

Employees that are on Stand-by for less than a seven (7)-day period will be paid a daily pro-rated amount of the weekly compensation rate. Payments for Stand-by assignments will be made through regular payroll.

9.3 ACTING-IN-CAPACITY & WORKING OUT OF CLASS:

The City maintains an Acting-in-Capacity and Working out of Class Policy within its HR Rules (Sections 5.4.2.4 & 5.4.2.5). This policy document was most recently adopted in March 2018, with a commitment from the City to review the policies as part of the HR rules every five years or as state and federal regulations are revised and necessitate a change in the policy or procedure.

During the duration of this contract, the City agrees not to make unilateral changes to these policies.

ARTICLE 10 - REST PERIODS/LUNCH PERIODS:

All employees shall be granted a fifteen-minute (15-minute) rest period during each one-half (1/2) shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each one-half (1/2) shift as designated by the supervisor. All employees shall be granted a lunch period of not less than one-half-hour (1/2 hour) or more than one (1) hour, except in emergency situations. Such lunch periods shall be without pay and be utilized at approximately the middle of the work shift as designated by the supervisor.

ARTICLE 11 - LEAVES**11.1 BEREAVEMENT LEAVE:**

In the event of a death in the employee's immediate family, for purposes of this article immediate family shall include grandparents, parents, parents-in-law, siblings, children, grandchildren, or any member of the immediate household, an employee may be granted a leave of absence not to exceed five (5) working days without loss of pay, to be used within six (6) months. This leave shall be separate from sick leave and shall not accumulate from year to year. Additional unpaid bereavement leave may be available to qualifying employees under the Oregon Family Leave Act (OFLA). Employees may use accrued leave while using bereavement leave that is not City-paid. City-paid bereavement leave runs concurrently with OFLA.

In the event of a death of a co-worker, employees may request and be granted vacation leave or other mutually agreeable time off to attend the funeral. In instances where the essential work of the City would be seriously handicapped by the temporary absence of a group of employees in a division, the City may set a reasonable limit on the number of employees that are to receive such leave.

11.2 WITNESS/JURY DUTY:

When an employee is called for jury duty or subpoenaed to appear in court as a witness, he or she will be paid the difference between his or her regular salary and the amount of jury pay. However, if he or she transfers all compensation, less mileage and meal allowances, received from the court to the City, he or she shall receive his or her regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual. The foregoing shall not apply if the employee is a party in interest to the proceeding or is serving as a witness against the City or on behalf of the Union. In such instance, leave of absence without pay will be provided.

11.3 MILITARY:

Military leave with or without pay shall be provided in accordance with applicable State and Federal statutes.

11.4 LEAVE WITHOUT PAY:

Upon the written request of an employee to the department head, the City may, in writing, grant an employee a leave of absence without pay for a period not exceeding twelve (12) months. Such request shall include the reason for requesting such leave and establish reasonable justification for consideration by the City. An employee shall not accrue benefits or seniority during such leave, but will be reinstated with **all** previously earned leave and seniority upon his or her return to work.

11.5 VOTING LEAVE:

Employees who are registered voters shall be granted necessary time off, up to one (1) hour, to vote on election day if, due to their work schedule, they otherwise would not be able to vote.

ARTICLE 12 - WAGES

12.1 WAGE RATES:

1. Effective June 30, 2019, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and titled as Appendix A – Wage Rates FY 2019-2020.

Any employees who would see a decrease in their classification grade as a result of this wage schedule will be “red circled” or “frozen” until such time as future COLAs applied to the wage schedule provide for an increase to the employee’s current rate of pay.

2. Effective June 28, 2020, positions included in the wage schedule will receive a COLA increase of three percent (3%).
3. Effective June 27, 2021, positions included in the wage schedule will receive a COLA increase of three percent (3%).

At the beginning of each fiscal year, the City will update the wage schedule by applying any contracted annual COLA increases and other agreed upon classification changes during the contract period and will post the updated wage schedule online.

12.2 PAY PERIODS/PAY DAYS:

The pay period for purposes of calculating overtime shall be from Sunday, 12:00 am through Saturday 11:59 p.m.

The City shall pay on a biweekly basis for a total of 26 pay periods per calendar year.

Time keeping shall be maintained via an electronic time keeping system. It is the responsibility of each employee to clock in (enter) their actual time worked within the system accurately and timely. Any employee found to have reported time inaccurately may be subject to disciplinary action up to and including termination.

Unless expressly authorized by an immediate supervisor, time record entries shall not be made from an off-site work location. All cell phone entries must be pre-approved by the employee's immediate supervisor.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.1 DISCIPLINARY ACTION:

By way of illustration but without limitation, disciplinary action shall include the following:

1. Written reprimand.
 - An employee may grieve a written reprimand through Step IV, City Administrator level of the grievance procedure, but shall not pursue such a grievance to Step V, Arbitration. The decision of the City Administrator shall be final and binding. If the employee disagrees with the written reprimand, he/she may attach a written rebuttal thereto.
 - Written reprimands not involving other disciplinary action, upon request of the employee, shall be removed from an employee's personnel file at the end of five (5) years from the date the written reprimand was issued, provided subsequent disciplinary action has not been taken during the intervening period of time, and there are not subsequent concerns of a similar nature or ongoing investigations into the employee's conduct. Documents removed from an employee's personnel file as a result of an employee request will be placed in a confidential file maintained by the Human Resources Director. Such documents will not be used against an employee for the purpose of establishing progressive discipline, but may be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigation circumstances, and compliance with legal obligations.
2. Suspension without pay.
3. Temporary reduction in pay to a lower step within the established pay range for the employee's classification.
4. Demotion.
5. Discharge.

Verbal or oral warnings or similar supervisory counseling, even if reduced to writing, may also be given to employees, but such shall not be considered disciplinary action, inasmuch as such counseling will not be placed in the employee's personnel file and the employee experiences no loss of compensation as a result thereof. A counseling can be maintained in a supervisory file to be reviewed as part of an employee's annual evaluation, but will be considered stale upon completion of the annual evaluation

13.2 DUE PROCESS:

Due process shall require that the following steps be accomplished before any decision to take disciplinary action is finalized:

1. The employee will be informed of the charges in writing and given the information that is the basis for the possible disciplinary action.
2. After the employee has been informed of the charges, he or she shall have the opportunity to meet and discuss the matter with the supervisor who initiated the charges. If the employee chooses to meet with the supervisor to discuss the charges, he/she shall be allowed to have a representative of the Union present.
3. After the decision is made, the employee shall be given written notification thereof. If the decision is adverse to the employee, the employee shall have the opportunity to include a statement in his/her personnel file and to file a grievance in accordance with the provisions of Article 18 thereof.

13.3 JUST CAUSE:

The City shall not take disciplinary action against an employee under this Article without just cause. If there is disagreement as to whether or not just cause exists, such dispute shall be resolved in accordance with the provisions of the grievance procedure, Article 18 hereof.

13.4 CONFIDENTIALITY:

If a supervisor has reason to discipline an employee, he or she shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

13.5 PROBATIONARY EMPLOYEES:

A probationary employee shall serve at the pleasure of the City and shall not have the right to appeal any disciplinary action as a violation of this Agreement. This provision does not apply to existing regular employees who have previously completed a probationary period with the City and enter into a probationary period through promotion or transfer.

ARTICLE 14 - SENIORITY

14.1 DEFINITIONS:

Effective with this Agreement seniority shall be defined as an employee's continuous length of service with the City from his/her last date of hire. Seniority as used in this Agreement means the length of continuous employment with the employer. In most cases, seniority shall be looked at for full time employees first and then part-time employees second. An employee's total hours accumulation of

straight time compensable hours will be the basis of exercising seniority rights throughout this Agreement unless specifically exempted by Article. Seniority shall accrue by hours paid. An employee shall lose all seniority credit in the event of a termination/resignation or failure to return from an expired leave of absence.

14.2 SENIORITY LIST:

The City will provide the Local Union President with a copy of the seniority list at the beginning of each fiscal year. Prior to the initiation of any layoffs an up to date seniority list will be provided to the local union and council representative.

14.3 EFFECT OF LEAVE WITHOUT PAY:

An employee who is absent without leave for more than seventeen (17) working hours shall be considered to have resigned. Such employee may be reinstated without loss of previously accrued seniority and other benefits if he/she can show that it was not feasible to obtain prior approval for the absence.

14.4 TRANSFERS:

Employees desiring to transfer to other comparable open positions may submit a request in writing to their immediate supervisor. The request shall state the reason(s) for the desired transfer to another City department having the same pay grade or lower. There must be an agreement between the Department Head for the position being exited and with the Department Head of the department being entered. Nothing shall prevent the City from an outside hire if Management deems there are other more qualified candidates for an existing opening.

14.5 JOB POSTING AND SENIORITY:

All bargaining unit job vacancies will be posted on the City website as well as other sources as appropriate for the available position(s). For position(s) within the bargaining unit, incumbent employees who are members of the bargaining unit and who are qualified, or can be reasonably assumed to become qualified for the position within a mutually agreeable time frame, shall be guaranteed an interview for a posted position they apply to. The incumbent employees are required to follow all application instructions as posted.

ARTICLE - 15 PROBATION

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, which may by written notice to the employee prior to the completion of the initial twelve-month (12 month) period be extended for up to three (3) additional months.

Employees promoted into a higher classification shall serve a probationary period of six (6) full months, which may by written notice to the employee prior to the completion of the initial six-month (6 month) period be extended for up to six (6) additional months.

The Union recognized the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the assignment of on-the-job training in other classifications. The Union also recognized the right of the City to demote an employee on promotional probationary status to his or her previous position.

Employees who as a result of a layoff or reduction-in-force assume a new position must be able to demonstrate proficiency in said position within sixty (60) days. An employee who has bumped from their regular position and has failed to demonstrate proficiency in the new position within the 60 days may be subject to layoff thereafter by the City.

15.1 VOLUNTARY DEMOTION:

Employees who, within 1040 hours following a promotion, voluntarily demote to their previously held classification may return to the step of the previously held classification from which they promoted. Demotion under this section shall be with the mutual agreement of the employee and involved Department Head(s) and an opening must exist.

ARTICLE 16 - LAYOFF

16.1 DEFINITION:

A lay off is a reduction in the number of full time positions within the City's workforce.

16.2 PROCEDURE:

It is the intent of the City of Woodburn to provide and maintain as many full time employment positions as practical. However in the event of a layoff, notice of not less than 45 calendar days (a Layoff Mitigation Review Period) will be given to the Union and the employees the City intends to lay off.

During the Layoff Mitigation Review Period, the employer shall, in good faith, meet with the Union and consider various alternatives as offered by the Union to a reduction-in force for all affected departments. Probationary, temporary, seasonal and limited assignment/duration employees shall be reduced in hours or laid off first; the remaining workforce shall be composed of a minimum number of part-time employees and regular full time employees. Nothing in this Agreement shall prohibit the parties from agreeing to a temporary alternative arrangement in lieu of a normal layoff as outlined in this Agreement.

If the City reduces its work force through layoffs, said layoffs shall be accomplished for each pay grade within an effected department, layoffs shall be made within each job grade by department by seniority, with the least senior employees being the first laid off. The City may make exception to a layoff on the basis of seniority where employees who possess special skills would otherwise be laid off.

Employees subject to layoff shall have the right to displace or "bump" employees in equal or lower paying job grades provided that they have seniority and the minimum qualifications as specified in the most recent job description.

If the employee cannot “bump” into a position as outlined above, and the employee has no prior City service in the job to which he/she is to be assigned, a probationary period as outlined in Article 15 shall be required. A reduction from fulltime to part-time for the same job shall not incur a new probationary period for an employee. In no event may a layoff result in an employee being placed into a higher paying job than the job the employee held prior to the layoff.

16.3 RECALL:

Recalls from a layoff shall be made according to seniority. No new employees shall be hired into a classification until all laid off employees qualified to do the job have been given a chance to return to work. In order to maintain this right to recall, an employee must register in person or by mail with the City Administrator or his or her designee upon change of address, telephone number, and at least annually signifying his or her availability for recall.

Laid off employees shall be recalled only by certified letter, return receipt requested and shall have ten (10) business days from receipt of such notification in which to inform of their intent to return to work. Thereafter, the employee must be available to be placed on a schedule by the 15th business day. In no event can replacement to the regular work schedule (20 days) from the day the original call back is received to the last mailing address. An earlier reporting date may be agreed by mutual agreement.

Employees will have recall rights on the following basis;

- 1-5 years of continuous service – 12 months
- 5+ years of continuous service – 24 months

The above time limit may be waived by all parties if mutually agreed upon by all parties involved.

ARTICLE 17 - CLOTHING AND EQUIPMENT

17.1 PROTECTIVE CLOTHING AND SAFETY EQUIPMENT:

The City shall provide protective clothing and safety equipment pursuant to applicable laws and regulations, based on a review performed by the City's insurance carrier or other similar resource acceptable to the parties. Only those items which are required by law or regulation shall be provided.

17.2 UNIFORMS:

In addition to safety equipment and clothing provided under the above, the City shall continue to provide work uniforms for selected employees within the bargaining unit, under the following conditions:

1. It shall be the employee's responsibility to launder and to otherwise maintain the uniform in a proper manner.
2. Uniforms or any portion thereof shall not be worn except while on duty or while in transit to or from the job.
3. Uniforms shall be replaced on an exchange basis only, and employees may from time to time be required to account for all uniforms originally issued. The cost of replacement of any uniform lost, destroyed, or otherwise not accounted for shall be borne by the employee.

ARTICLE 18 - GRIEVANCE

18.1 DEFINITION:

A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

18.2 PROCEDURE:

Employees are highly encouraged to discuss any contract dispute with their direct supervisor with the intent of resolving the issue before resorting to the grievance process. In an effort to provide for a peaceful procedure for resolution of disputes the parties agree to the following procedure when the issue cannot be resolved between the employee and the supervisor.

Grievances shall be initiated and processed in the manner provided in this agreement. The parties mutually acknowledge the procedures outlined in this agreement to be the exclusive and binding process for the resolution of grievances.

STEP I:

The employee, and his/her Union Business Representative or Steward, will file a written grievance with the employee's immediate Supervisor within 20 working days of the occurrence of the grievance or the date that the employee should have first known the facts upon which the grievance is based. The grievance shall contain:

1. A statement of the action or lack of action on the part of the City that is the cause for the grievance.
2. A statement as to the specific contract Article or Articles with Section and/or paragraph that was violated.
3. The specific remedy or alternative remedies that the City must take to correct the alleged contract violation.

Any grievance referred on the basis of past practice must cite the specific practice involved. The Supervisor will respond to the employee and his/her Union representative or Steward in writing within ten (10) working days of receiving the grievance.

STEP II:

If the grievance remains unresolved at Step I, it must be submitted in writing to the Department Head within ten (10) working days of Step I response. The Department Head may meet with the employee's immediate Supervisor and the aggrieved party and his/her Union representative or Steward. The Department Head shall respond to the grievance in writing within ten (10) working days to the employee and his/her Union Representative or Steward.

STEP III:

Individual grievances that remain unresolved at Step II, must be submitted in writing to the Human Resources Director within ten (10) working days of the receipt of Step II response. The Human Resources Director shall respond to the grievance in writing within ten (10) working days to the employee and his/her Union Representative or Steward.

For Group grievances initiated by the Union, the grievance must be submitted in writing to the Human Resources Director within thirty (30) working days of the occurrence of the violation or the date that the affected employees or the Union Representative should have first known the facts upon which the grievance is based.

A meeting shall occur as soon as possible, but in no event longer than ten (10) working days from the date of referral by the Union to the Human Resources Director and the Department Head. The entire issue giving rise to the grievance will be reviewed. The Human Resources Director shall respond to the grievance in writing within ten (10) working days of the meeting to the employee and his/her Union Representative or Steward.

STEP IV:

If the grievance remains unresolved at Step III, it must be submitted in writing to the City Administrator within ten (10) working days of receipt of Step III response and a copy shall be sent to the Human Resources Director. The City Administrator (or his/her designee) shall meet with the aggrieved party and Union Representative or Steward within ten (10) working days. The City Administrator shall respond to the grievance in writing within ten (10) working days of the meeting to the Union Representative or Steward, with a copy also being sent to the grievant. If the issue still remains unresolved it may be referred to arbitration (with the exception of written reprimands).

STEP V:

If the grievance remains unresolved at Step IV, it must be submitted to arbitration in the following manner:

1. The Union shall provide the City with written notification of intent to proceed to arbitration within ten (10) working days of the conclusion of Step IV.
2. The Union and the City shall have ten (10) working days from the date of such notification to reach a mutual agreement upon an arbitrator.
3. If the Union and the City fail to agree upon an arbitrator within the ten (10) day period, the Union will request a list of seven (7) arbitrators to the State of Oregon Mediation and Conciliation Service. The arbitrators shall reside in the States of Oregon or Washington. Starting with the Union the parties shall alternately strike one name from the list until only one name from the list remains.
4. The City and the Union shall have ten (10) days from the date of receipt of the list of arbitrators to select the arbitrator.

18.3 LIMITATIONS ON ARBITRATION:

The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place while this Agreement is in effect, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution or after the expiration date of this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for the cost of preparing, presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such records. Both parties agree that if access to the transcript/recording is requested by only one party and then a subsequent right of access is made by the opposing party not originally made said arrangement, then the opposing party must compensate the original party for 50% of the incurred cost before access to the transcript/recording is made available.

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Specifically, the Union agrees that it shall not pursue an issue that has been the subject of a grievance to any court, quasi-judicial body or other outside authority for a determination, and that when an issue is presently pending before, or has been decided by a court, quasi-judicial body or other outside authority, no grievance with respect thereto may exist.

18.4 TIME LIMITS:

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a rejection of the grievance at that Step. And thereby allow the Union to proceed to the next step within the applicable time limit. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved. The employee may be represented at any level of the grievance procedure by a Union representative

ARTICLE 19 - MANAGEMENT RIGHTS

19.1 GENERAL RIGHTS:

Except as otherwise expressly and specifically limited by the terms of this Agreement, the city retains all rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement.

19.2 SPECIFIC RIGHTS:

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the city shall include the following:

1. To determine the services to be rendered to the citizens of the City.
2. To determine and to follow the City's financial, budgetary, and accounting procedures.
3. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the city as they may affect employees in the bargaining unit.
4. To close or liquidate any office, branch, operations or facility, or combination of facilities or to relocate, reorganize or combine the work of divisions, offices, branches, operation or facilities for budgetary or other reasons.
5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer and retain employees; the right to layoff; the right to abolish positions or reorganize departments;

the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.

6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work safety, materials, and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To assign shifts, workdays, hours of work and work locations.
10. To assign and designate all work duties.
11. To introduce new duties within the unit.
12. To determine the need for and the qualifications of new employees, transfers and promotions.
13. To discipline, reprimand, suspend and discharge an employee subject to the discipline Article of this Agreement.
14. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the City.
15. To determine the need for overtime and the employees to work such overtime.

19.3 CONTRACTING AND SUBCONTRACTING OF WORK:

The Union recognizes that the City retains the right to contract and to subcontract work, provided that as to the contracting or subcontracting of work that may reasonably be expected to result in the layoff or demotion of any bargaining unit member(s), the City will provide prior notice to the Union and afford it an opportunity to make a presentation to the Council as follows:

The Union shall be sent a copy of any Request for Proposal or advertisement for bids at the time such request or advertisement is made. After receipt of proposals or bids from potential bidders, the Union shall receive a copy of same and a copy of all other relevant material, including City staff analysis of the various bids or proposals that the Council will use as the basis for its decision.

No decision to contract or subcontract shall be made until:

1. Thirty (30) days following the receipt by the Union of all material specified in #1 above; and
2. After the Union has had an opportunity to make a presentation to the Council (or City Administrator if such is mutually agreeable) regarding the proposed contracting of work.

The City agrees to give full consideration to all information and recommendations that may be submitted by the Union prior to making a final decision.

In consideration of the above-delineated agreement by the City to allow the Union to be informed of and to make its position known prior to a contracting decision which would adversely affect bargaining unit employees, parties agree that notwithstanding the requirements of ORS 243, the City shall have no duty to bargain:

1. Any decision to contract or subcontract work; and
2. The impact of any decision to contract or subcontract work.

The City may use non-paid volunteers without following the procedural steps outlined above, and without a duty to bargain over the decision or the impact of such decision. The City has no intent to modify existing practice on the use of volunteers.

19.4 EXISTING BENEFITS AND WORK RULES:

Nothing in this Agreement is intended to nullify existing wage and fringe benefits to employees under policies, practices and work rules unless specifically included in this Agreement. The City agrees to notify the Union, in writing, prior to changing or making additions to the existing personnel policy manual. Should the Union disagree with the proposed change(s), the City, upon request, shall meet with the Union to discuss its concerns.

ARTICLE 20 - CITY SECURITY

During the term of this Agreement, the Union and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing, or any other interruption of City services.

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

Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will, immediately upon notification, publicly attempt to secure an immediate and orderly return to work.

The obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such strike, work stoppage, or other interruption of work.

There will not be a lockout against the employees in the bargaining unit during the term of this Agreement.

ARTICLE 21 - SUBSTANCE ABUSE

Substance Abuse Policy

This Substance Abuse Policy is effective upon execution of the Agreement and applies to all AFSCME represented employees. In addition to this Policy, AFSCME represented employees in what are determined to be 'safety sensitive' positions are subject to the requirements of state and federal law.

Purpose

The City has a strong commitment to its employees to provide a safe work environment and promotes high standards of employee fitness. Consistent with the intent of this commitment, the City established this policy regarding drugs and alcohol.

While the City has no intention of interfering with the private lives of its employees, the City expects its employees to report to work in a condition to perform their duties in a safe, effective and efficient manner. All persons covered by this policy should be aware that violations of this policy will result in discipline, up to and including termination, or in not being hired.

The parties to this Agreement understand that with the passage of measure 91 (Legalization of Marijuana), that the law intended no new employment rights. The parties further agree that there are no changes to the enforcement of the substance abuse policy by the City.

Definitions

CDL	Federal Commercial Driver's License Standards
EAP	Employee Assistance Program
THC	The principal psychoactive constituent of the cannabis plant (marijuana)
PCP	Commonly initialized as PCP and known colloquially as angel dust or wet, is a recreational dissociative drug
BAC	Blood Alcohol Content
NIDA	National Institute of Drug Abuse
GCMS	Gas chromatography–Mass spectrometry (GC-MS) is a method that combines the features of gas-liquid chromatography and mass spectrometry to identify different substances within a test sample
SAP	Substance Abuse Professional

Scope

For the purpose of this Policy, “drugs” is defined as all controlled substances including but not limited to: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/ methamphetamines and barbiturates. However, “drugs” does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician’s instructions and/or medication warnings.

Employees who violate this Policy conduct will be subject to discipline, including discharge.

Prohibited Conduct

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol during working hours, including rest and meal periods.
2. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purpose of this Policy, an employee is considered to be “under the influence” of alcohol if his/her alcohol concentration is .04 BAC or more. Alcohol concentration levels measuring less than .04 BAC are considered a negative test result. An employee is considered to be “under the influence” of drugs, if the employee tests positive for having such substances present in his/her body.

3. Consuming drugs or alcohol while on Stand-by as defined by this Agreement. If an employee is on Stand-by and has used any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, the employee is required to notify his or her supervisor prior to responding to a call for service.
4. Failure to report an arrest, conviction and/or plea-bargain for an alcohol or drug-related criminal offense to the employee's supervisor within 10 days after the arrest conviction or plea bargain occurs.
5. Failure to disclose use of over-the-counter or prescribed medication containing a controlled substance that may influence behavior and/or one's ability to safely perform one's job.

Any determination of a positive substance abuse test for any substance will be on the same basis used for the Federal CDL Standards.

Disclosure of Medications

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties; and/or illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

Employee Testing

The Employer agrees to train all supervisors to recognize behaviors which may give rise to a suspicion test request. It is agreed that the employer will regularly train supervisors as to the proper procedures for dealing with a possible substance abuse and that this training will be provided, at minimum, once every two years.

A supervisor may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work "under the influence" of drugs or alcohol.

"Reasonable suspicion" shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

For any employee holding a safety sensitive positions that requires a pre-employment substance abuse test and who is off the job for more than 30 calendar days regardless of the cause then the employee will be required to submit to the same test used for pre-employment testing before returning to work.

This means any leave for any reason in excess for more than 30 calendar days, including vacation in excess of 30 days.

The City reserves the right to substance abuse test any safety sensitive employee involved in an on-the-job accident incident.

Testing Procedures

1. All testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive.
2. The residual specimen sample shall remain at the testing facility in frozen storage for a minimum of 90 days from the date the test was conducted. This sample shall be made available for testing to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.
3. Whenever there is a reason to believe that the employee may have altered, diluted and/or substituted the specimen provided for the initial test that was not determinative, a second test will be conducted. The second test procedures shall be identical to the first test procedures.
4. If no confirmatory test is requested by the employer, the employee will have the option of having any remaining untested original specimen sent to a qualified and certified laboratory of the employee's own choosing at the employee's expense for testing. If the second confirmatory test results in a negative reading then said test shall be paid by the employer. Any testing shall be in conformance with the original testing protocols.
5. All records pertaining to required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

Searches

The City reserves the right to conduct searches of City equipment or facilities generally, and may search any area or item of City property (such as desks, files, lockers, cabinets, etc.), as well as personal property brought onto City property consistent with applicable law. Personal property, such as brief cases, lunch boxes, etc. brought onto City property, as well as lockers, may be searched when the City has reasonable suspicion that alcohol or probable cause that drugs or drug-related paraphernalia may be found.

Prior to a search, notice will be given to the employee, who may elect to be present with a Union representative, if such presence does not delay the search in excess of forty-five (45) minutes.

Consequences of Violations

1. **Employees who Report Dependencies and Seek Treatment before Committing a Policy Violation.**

Rehabilitation: The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to his/her supervisor and seeks assistance before violating this Policy, that employee may be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment if recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees him/her:

- a. Has been evaluated by a Substance Abuse Professional (SAP);
- b. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee having sought assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Any employee who violates the terms of the Rehabilitation Agreement or the Return to Work Agreement is subject to immediate termination. The term of a said agreement shall be for 2080 straight-time hours worked.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, and/or vacation pay, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard employee contributions as required by the Family Medical Leave Act.

2. Employees who Report Dependencies and Seek Treatment after Committing a Policy Violation.

Employees who notify the City of drug or alcohol dependencies *after* violating this Policy may be subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in this Policy. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that militates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and the Rehabilitation and Return to Work Agreement are not intended to supersede "just cause" requirements.

ARTICLE 22 - SAVINGS CLAUSE

The provisions of this contract are declared to be severable, and if any section, subsection sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this

Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity.

In the event of an applicable Federal or State law, statute, regulation or administrative rule is enacted that materially affects the bargaining unit resulting in additional costs to the City, the parties agree to re-negotiate any affected terms and conditions necessary to mitigate any additional costs incurred by the City. In the event the parties are unable to reach a mutually agreeable resolution then said issue may be referred to a third party neutral arbitrator per the terms of Article 18 of this agreement.

ARTICLE 23 - LABOR/MANAGEMENT COMMITTEE

23.1 FORMATION:

The parties agree to establish a joint Labor/Management Committee.

23.2 REPRESENTATION:

The City's representative will include the City Administrator or a representative and up to three (3) designees. The Union representatives will include three (3) elected representatives who are City employees with preference given to differing departments. Either party with advance notice may invite guests whose attendance shall be germane to the agenda.

23.3 INTENT:

The intent of the committee is to facilitate communications between parties by providing a forum for discussion of issues not addressed by the Contract, such as staff morale, operation methods and procedures, attendance and other policies of the workplace which affect the working conditions of the employees when such policies are not mandatory subject of bargaining. The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal negotiations. The committee shall meet with a formal agenda, at least once each quarter or such other time as both parties mutually agree to. The time, date and place shall be mutually agreed upon by the parties.

23.4 CONTINUANCE:

The committee shall discontinue meetings during the quarter in which contract negotiations have begun and remain adjourned until a contract has been signed by both parties.

ARTICLE 24 - BILINGUAL PAY

The City may designate positions in the City where having a bilingual speaker of either the Spanish or Russian language (in addition to English) would be an operational advantage to the City. Upon designating these positions, the City may certify employees within these positions that meet/pass language competency testing for the subject position. The City will require proficiency testing before certification can occur, at the City's expense, and employees will be on paid time for such testing.

Employees certified to receive bilingual pay must be assigned work on a regular and continuing basis that requires a second language to effectively meet the service demand of the City's customers. Designation of positions eligible to receive bilingual pay is the responsibility of the Department Head.

- Employees certified to be orally proficient in the Spanish or Russian language shall receive a three and one-half (3.5) percent premium to their normal base pay.
- Employees certified to be proficient both orally and in writing in the Spanish or Russian language shall receive a five (5) percent premium to their normal base pay.

Recertification for employees eligible to receive bilingual pay will occur every 2 years.

In such a case as the need for bilingual services ceasing to exist, revocation of bilingual pay shall be made in writing by the City Administrator; stating the reason(s) for the revocation. Such reasons shall be discussed with the Union prior to implementation of such revocation. Additionally, if the employee is transferred, demoted, or promoted to another position in which the bilingual skill has not been designated or identified as a business necessity, the premium will also cease.

The City reserves the right to contract out bilingual services as it deems necessary. The City also reserves the right to expand the bilingual program to include certifications for languages other than Spanish and Russian as the operational needs of the City change over time.

ARTICLE 25 - EDUCATIONAL INCENTIVES

25.1 Tuition Reimbursement: The City of Woodburn may reimburse an employee for up to 50% of the amount of tuition for courses approved by the City Administrator which are deemed directly applicable and beneficial to City goals and objectives. The tuition reimbursement policy will be limited by budgetary resources within the Department and will follow the following guidelines:

1. The City may reimburse an employee for the amount of tuition for approved courses conducted outside the employee's regular working hours, provided the employee has made application for approval to the City Administrator at least ten days prior to the registration for such course.
2. Course work eligible for reimbursement must be completed at a college or university holding statewide accreditation.
3. Job-related courses which are only offered during regular working hours may be approved by the Department Head and the City Administrator subject to the operating requirements of the Department. If the course is approved, leave of absences without pay, and/or vacation time, compensatory time, or other paid leave time will be made available to the employee.
4. The City may allow time off with pay, and will reimburse an employee for the expenses of attending classes, or workshops, when attendance is on an assignment basis with prior approval of the employee's Department Head.
5. Reimbursement will not include the cost of travel, books, materials, or other ancillary costs. Reimbursement will be limited to a maximum of six (6) units per semester.
6. Reimbursement for baccalaureate studies shall be based on the average per-unit registration cost of course work at Portland State University, and Western Oregon State University.
7. Reimbursement will be provided upon documentation of a successful completion of course-work- (i.e., a copy of report card or transcript, and a receipt, cancelled check, or other proof that registration has been paid by the employee).

8. Employee will be reimbursed 50% of tuition cost when course- work is completed with an "A" or "B" grade. Tuition will be reimbursed at only 40% for course- work completed with a "C" grade. There will be no reimbursement for courses completed with a "D" or for failed courses.
9. Employees will be obligated, when deemed applicable, to share the benefit of their education and training with other City employees.

25.2 Certifications & Licenses:

1. Required. The City of Woodburn agrees that it will pay the certification or licensing fees associated with those certificates or licenses incurred by an employee, wherein the certificate or license is related to- and required by their employment with the City and approved by their supervisor. The City will also pay an employee for the expense of attending classes or exams necessary to maintain or renew a required certificate or license.

Employees are responsible for renewing and maintaining certificates or licenses they acquired as qualifications for the job they hold. If such a required certificate or license lapses, expires, or is revoked solely because of an employee's action or inaction, the employee may be subject to discipline and the responsibility of renewing the certificate or license at the employee's own cost.

2. Non-Required. The City may, at the Department Heads discretion and within the budgetary resources of the Department, pay for- or reimburse an employee for the training and/or testing fees for certification or licenses that (i) allows advancement of the employee to the next certification level within his/her same division; or (ii) in the sole discretion of the City would benefit the overall operations of that employee's department. Payment or Reimbursement is subject to the following:
 - a. The employee must request Department Head approval for payment at least ten days prior to the registration for any certification/licensing course, seminar, or exam.
 - b. The City will pay for the training and testing fees for an employee's first attempt at attaining a specific certification or license, but will only reimburse an employee for a subsequent successful attempt at the same certification or license.
 - c. With prior approval of the employee's Department Head, the City may allow time off with pay for the employee's attendance at a certification/licensing course, seminar, or exam when attendance is during the employee's regularly scheduled work hours. Attendance at a non-required certification/licensing course, seminar, or exam that occurs outside the employee's regularly scheduled work hours will not be compensated or result in any overtime obligations on the part of the City.

An employee holding or possessing a non-required certification or license that could provide the employee an opportunity to advance within its division or department will not auto-promote or move the employee to a higher classification based solely on attaining the higher certification/license. Employees will only be promoted into a higher classification position when a position is both vacant and budgeted for, and the employee has successfully completed the appropriate recruitment process or reclassification.

3. On-Site Training Resources. The City may, at a supervisor's discretion and within its operational and budgetary means, provide on-site training to employees looking to utilize or access specific City resources (e.g. commercial vehicles, software, other tools/equipment, etc.) to practice or improve certain operational skills that may (i) allow advancement of the employee to the next certification level within his/her same division; or (ii) in the sole discretion of the City would benefit the overall operations of that employee's department. To the extent possible, access to such City resources will be during an employee's regularly scheduled work hours. Employees may be provided opportunities to borrow or take home certain City property (e.g. books) with their supervisor's prior approval. All property borrowed under this section remains City property and must be returned by the employee within reasonable due course or upon request by the employee's supervisor. Any on-site training or at-home study provided for by this section will not result in any overtime obligations on the part of the City.

ARTICLE 26 - MILEAGE REIMBURSEMENT

When an employee is approved by his supervisor to use their personal vehicle for City use, they shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE 27 - TERMS

27.1 TERM OF AGREEMENT

This Agreement shall become effective July 1, 2019 through June 30, 2022, except that all language changes become effective upon the signing of this Agreement.

This Agreement shall be binding upon the City, the Union, and its members, and shall remain in full force and effect through June 30, 2022.

27.2 CONTRACT AMENDMENTS

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

IN WITNESS WHEREOF, the City and the Union have executed this Agreement by the signature of their respective authorized representatives.

FOR THE UNION

Ross Kiely
Council 75 Representative

Bill McClaskey
AFSCME President

FOR THE CITY

Eric Swenson
Mayor

Scott Derickson date
City Administrator

APPENDIX A

Exhibit A

Effective June 30, 2019

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A		\$ 13.28	\$ 13.94	\$ 14.64	\$ 15.37	\$ 16.14	\$ 16.95	\$ 17.79	\$ 18.50
B	Economic Development Assistant	\$ 13.46	\$ 14.14	\$ 14.85	\$ 15.59	\$ 16.37	\$ 17.19	\$ 18.04	\$ 18.76
C		\$ 13.66	\$ 14.35	\$ 15.06	\$ 15.81	\$ 16.60	\$ 17.44	\$ 18.31	\$ 19.04
D		\$ 13.90	\$ 14.60	\$ 15.33	\$ 16.09	\$ 16.90	\$ 17.74	\$ 18.62	\$ 19.37
E		\$ 14.15	\$ 14.86	\$ 15.60	\$ 16.38	\$ 17.20	\$ 18.06	\$ 18.97	\$ 19.72
F	Custodial Worker I	\$ 14.43	\$ 15.15	\$ 15.91	\$ 16.71	\$ 17.54	\$ 18.42	\$ 19.34	\$ 20.11
	Parks and Maintenance Worker								
G	Custodial Worker II	\$ 14.74	\$ 15.48	\$ 16.25	\$ 17.06	\$ 17.92	\$ 18.81	\$ 19.76	\$ 20.55
H		\$ 15.08	\$ 15.82	\$ 16.63	\$ 17.45	\$ 18.32	\$ 19.24	\$ 20.20	\$ 21.01
I		\$ 15.48	\$ 16.25	\$ 17.07	\$ 17.93	\$ 18.82	\$ 19.76	\$ 20.75	\$ 21.58
J	Bus Driver	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.42	\$ 19.34	\$ 20.30	\$ 21.32	\$ 22.17
K	Administrative Specialist	\$ 16.40	\$ 17.22	\$ 18.08	\$ 18.98	\$ 19.93	\$ 20.92	\$ 21.97	\$ 22.85
	Cashier								
	Library Assistant								
L	Court Operations Clerk	\$ 16.92	\$ 17.76	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.67	\$ 23.58
	Lead Bus Driver								
	Permit Technician								
	Police Records Clerk								
	Utility Worker I								
M	Engineering Technician I	\$ 17.60	\$ 18.49	\$ 19.40	\$ 20.38	\$ 21.40	\$ 22.46	\$ 23.59	\$ 24.53
	IT Network Technician								
	Library Associate								
	Water Meter Reader								
N	Water Operator I	\$ 18.15	\$ 19.06	\$ 20.02	\$ 21.02	\$ 22.07	\$ 23.17	\$ 24.32	\$ 25.30
	Wastewater Operator I								
O	Accounting Assistant	\$ 18.50	\$ 19.42	\$ 20.39	\$ 21.41	\$ 22.48	\$ 23.61	\$ 24.79	\$ 25.78
	Administrative Analyst	\$	\$	\$	\$	\$	\$	\$	\$
	Police Evidence Technician	\$	\$	\$	\$	\$	\$	\$	\$
P	Utility Worker II	\$ 18.87	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.94	\$ 24.09	\$ 25.29	\$ 26.30
Q	CAD Technician	\$ 20.04	\$ 21.04	\$ 22.09	\$ 23.20	\$ 24.36	\$ 25.57	\$ 26.85	\$ 27.92
	Wastewater Collections Operator I								
	Wastewater Operator II								
R	Fleet Maintenance Technician	\$ 20.57	\$ 21.60	\$ 22.68	\$ 23.81	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.66
	Water Operator II								
S	Engineering Technician II	\$ 21.83	\$ 22.92	\$ 24.06	\$ 25.27	\$ 26.53	\$ 27.86	\$ 29.26	\$ 30.42
	PW Crew Lead								
	Wastewater Collections Operator II								
T	Associate Planner	\$ 22.93	\$ 24.07	\$ 25.28	\$ 26.54	\$ 27.87	\$ 29.27	\$ 30.73	\$ 31.96
	GIS Technician								
	Economic Development Specialist								
	IT Network Administrator								
	IT Software Support Specialist								
	Librarian								
U	Building Inspector/Plans Examiner I	\$ 24.15	\$ 25.35	\$ 26.62	\$ 27.96	\$ 29.35	\$ 30.82	\$ 32.36	\$ 33.49
	Sewer Line Maintenance Technician								
	Wastewater Operator III								
V	Engineering Technician III	\$ 25.55	\$ 26.83	\$ 28.17	\$ 29.58	\$ 31.06	\$ 32.62	\$ 34.24	\$ 35.61
	Industrial Pre-treatment Coordinator								
	PW Maintenance Technician								
W	Building Inspector/Plans Examiner II	\$ 26.33	\$ 27.65	\$ 29.03	\$ 30.48	\$ 32.16	\$ 33.93	\$ 35.62	\$ 37.05
	IT Systems Administrator								
	Wastewater Laboratory Coordinator								
Y	Building Inspector/Plans Examiner III	\$ 32.78	\$ 33.93	\$ 35.12	\$ 36.35	\$ 37.98	\$ 39.69	\$ 41.48	\$ 43.14

APPENDIX A

Exhibit A

Effective June 28, 2020

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A		\$ 13.68	\$ 14.36	\$ 15.08	\$ 15.83	\$ 16.62	\$ 17.46	\$ 18.32	\$ 19.06
B	Economic Development Assistant	\$ 13.86	\$ 14.56	\$ 15.30	\$ 16.06	\$ 16.86	\$ 17.71	\$ 18.58	\$ 19.32
C		\$ 14.07	\$ 14.78	\$ 15.51	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86	\$ 19.61
D		\$ 14.32	\$ 15.04	\$ 15.79	\$ 16.57	\$ 17.41	\$ 18.27	\$ 19.18	\$ 19.95
E		\$ 14.58	\$ 15.31	\$ 16.07	\$ 16.87	\$ 17.72	\$ 18.60	\$ 19.54	\$ 20.31
F	Custodial Worker I	\$ 14.86	\$ 15.61	\$ 16.39	\$ 17.21	\$ 18.07	\$ 18.97	\$ 19.92	\$ 20.71
	Parks and Maintenance Worker								
G	Custodial Worker II	\$ 15.18	\$ 15.94	\$ 16.74	\$ 17.57	\$ 18.46	\$ 19.37	\$ 20.35	\$ 21.17
H		\$ 15.53	\$ 16.30	\$ 17.13	\$ 17.97	\$ 18.87	\$ 19.82	\$ 20.81	\$ 21.64
I		\$ 15.94	\$ 16.74	\$ 17.58	\$ 18.47	\$ 19.39	\$ 20.35	\$ 21.37	\$ 22.23
J	Bus Driver	\$ 16.39	\$ 17.20	\$ 18.07	\$ 18.97	\$ 19.92	\$ 20.91	\$ 21.96	\$ 22.84
K	Administrative Specialist	\$ 16.89	\$ 17.74	\$ 18.62	\$ 19.55	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.54
	Cashier								
	Library Assistant								
L	Court Operations Clerk	\$ 17.43	\$ 18.29	\$ 19.21	\$ 20.17	\$ 21.18	\$ 22.24	\$ 23.35	\$ 24.29
	Lead Bus Driver								
	Permit Technician								
	Police Records Clerk								
	Utility Worker I								
M	Engineering Technician I	\$ 18.13	\$ 19.05	\$ 19.98	\$ 20.99	\$ 22.04	\$ 23.13	\$ 24.30	\$ 25.27
	IT Network Technician								
	Library Associate								
	Water Meter Reader								
N	Water Operator I	\$ 18.70	\$ 19.63	\$ 20.62	\$ 21.65	\$ 22.73	\$ 23.87	\$ 25.05	\$ 26.06
	Wastewater Operator I								
O	Accounting Assistant	\$ 19.06	\$ 20.00	\$ 21.00	\$ 22.05	\$ 23.15	\$ 24.32	\$ 25.53	\$ 26.55
	Administrative Analyst	\$	\$	\$	\$	\$	\$	\$	\$
	Police Evidence Technician	\$	\$	\$	\$	\$	\$	\$	\$
P	Utility Worker II	\$ 19.44	\$ 20.42	\$ 21.43	\$ 22.51	\$ 23.63	\$ 24.81	\$ 26.05	\$ 27.09
Q	CAD Technician	\$ 20.64	\$ 21.67	\$ 22.75	\$ 23.90	\$ 25.09	\$ 26.34	\$ 27.66	\$ 28.76
	Wastewater Collections Operator I								
	Wastewater Operator II								
R	Fleet Maintenance Technician	\$ 21.19	\$ 22.25	\$ 23.36	\$ 24.52	\$ 25.75	\$ 27.04	\$ 28.39	\$ 29.52
	Water Operator II								
S	Engineering Technician II	\$ 22.49	\$ 23.61	\$ 24.78	\$ 26.03	\$ 27.33	\$ 28.70	\$ 30.14	\$ 31.33
	PW Crew Lead								
	Wastewater Collections Operator II								
T	Associate Planner	\$ 23.62	\$ 24.79	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.15	\$ 31.65	\$ 32.92
	GIS Technician								
	Economic Development Specialist								
	IT Network Administrator								
	IT Software Support Specialist								
	Librarian								
U	Building Inspector/Plans Examiner I	\$ 24.88	\$ 26.11	\$ 27.42	\$ 28.80	\$ 30.23	\$ 31.75	\$ 33.33	\$ 34.50
	Sewer Line Maintenance Technician								
	Wastewater Operator III								
V	Engineering Technician III	\$ 26.32	\$ 27.64	\$ 29.02	\$ 30.47	\$ 31.99	\$ 33.60	\$ 35.27	\$ 36.68
	Industrial Pre-treatment Coordinator								
	PW Maintenance Technician								
W	Building Inspector/Plans Examiner II	\$ 27.12	\$ 28.48	\$ 29.90	\$ 31.40	\$ 33.13	\$ 34.95	\$ 36.69	\$ 38.16
	IT Systems Administrator								
	Wastewater Laboratory Coordinator								
Y	Building Inspector/Plans Examiner III	\$ 33.76	\$ 34.95	\$ 36.17	\$ 37.44	\$ 39.12	\$ 40.88	\$ 42.72	\$ 44.43

APPENDIX A

Exhibit A

Effective June 27, 2021

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A		\$ 14.09	\$ 14.79	\$ 15.53	\$ 16.31	\$ 17.12	\$ 17.98	\$ 18.87	\$ 19.63
B	Economic Development Assistant	\$ 14.28	\$ 15.00	\$ 15.76	\$ 16.54	\$ 17.37	\$ 18.24	\$ 19.14	\$ 19.90
C		\$ 14.49	\$ 15.22	\$ 15.98	\$ 16.77	\$ 17.61	\$ 18.50	\$ 19.43	\$ 20.20
D		\$ 14.75	\$ 15.49	\$ 16.26	\$ 17.07	\$ 17.93	\$ 18.82	\$ 19.76	\$ 20.55
E		\$ 15.02	\$ 15.77	\$ 16.55	\$ 17.38	\$ 18.25	\$ 19.16	\$ 20.13	\$ 20.92
F	Custodial Worker I	\$ 15.31	\$ 16.08	\$ 16.88	\$ 17.73	\$ 18.61	\$ 19.54	\$ 20.52	\$ 21.33
	Parks and Maintenance Worker								
G	Custodial Worker II	\$ 15.64	\$ 16.42	\$ 17.24	\$ 18.10	\$ 19.01	\$ 19.95	\$ 20.96	\$ 21.81
H		\$ 16.00	\$ 16.79	\$ 17.64	\$ 18.51	\$ 19.44	\$ 20.41	\$ 21.43	\$ 22.29
I		\$ 16.42	\$ 17.24	\$ 18.11	\$ 19.02	\$ 19.97	\$ 20.96	\$ 22.01	\$ 22.90
J	Bus Driver	\$ 16.88	\$ 17.72	\$ 18.61	\$ 19.54	\$ 20.52	\$ 21.54	\$ 22.62	\$ 23.53
K	Administrative Specialist	\$ 17.40	\$ 18.27	\$ 19.18	\$ 20.14	\$ 21.15	\$ 22.20	\$ 23.31	\$ 24.25
	Cashier								
	Library Assistant								
L	Court Operations Clerk	\$ 17.95	\$ 18.84	\$ 19.79	\$ 20.78	\$ 21.82	\$ 22.91	\$ 24.05	\$ 25.02
	Lead Bus Driver								
	Permit Technician								
	Police Records Clerk								
	Utility Worker I								
M	Engineering Technician I	\$ 18.67	\$ 19.62	\$ 20.58	\$ 21.62	\$ 22.70	\$ 23.82	\$ 25.03	\$ 26.03
	IT Network Technician								
	Library Associate								
	Water Meter Reader								
N	Water Operator I	\$ 19.26	\$ 20.22	\$ 21.24	\$ 22.30	\$ 23.41	\$ 24.59	\$ 25.80	\$ 26.84
	Wastewater Operator I								
O	Accounting Assistant	\$ 19.63	\$ 20.60	\$ 21.63	\$ 22.71	\$ 23.85	\$ 25.05	\$ 26.30	\$ 27.35
	Administrative Analyst	\$	\$	\$	\$	\$	\$	\$	\$
	Police Evidence Technician	\$	\$	\$	\$	\$	\$	\$	\$
P	Utility Worker II	\$ 20.02	\$ 21.03	\$ 22.07	\$ 23.19	\$ 24.34	\$ 25.55	\$ 26.83	\$ 27.90
Q	CAD Technician	\$ 21.26	\$ 22.32	\$ 23.43	\$ 24.62	\$ 25.84	\$ 27.13	\$ 28.49	\$ 29.62
	Wastewater Collections Operator I								
	Wastewater Operator II								
R	Fleet Maintenance Technician	\$ 21.83	\$ 22.92	\$ 24.06	\$ 25.26	\$ 26.52	\$ 27.85	\$ 29.24	\$ 30.41
	Water Operator II								
S	Engineering Technician II	\$ 23.16	\$ 24.32	\$ 25.52	\$ 26.81	\$ 28.15	\$ 29.56	\$ 31.04	\$ 32.27
	PW Crew Lead								
	Wastewater Collections Operator II								
T	Associate Planner	\$ 24.33	\$ 25.53	\$ 26.82	\$ 28.16	\$ 29.57	\$ 31.05	\$ 32.60	\$ 33.91
	GIS Technician								
	Economic Development Specialist								
	IT Network Administrator								
	IT Software Support Specialist								
	Librarian								
U	Building Inspector/Plans Examiner I	\$ 25.63	\$ 26.89	\$ 28.24	\$ 29.66	\$ 31.14	\$ 32.70	\$ 34.33	\$ 35.54
	Sewer Line Maintenance Technician								
	Wastewater Operator III								
V	Engineering Technician III	\$ 27.11	\$ 28.47	\$ 29.89	\$ 31.38	\$ 32.95	\$ 34.61	\$ 36.33	\$ 37.78
	Industrial Pre-treatment Coordinator								
	PW Maintenance Technician								
W	Building Inspector/Plans Examiner II	\$ 27.93	\$ 29.33	\$ 30.80	\$ 32.34	\$ 34.12	\$ 36.00	\$ 37.79	\$ 39.30
	IT Systems Administrator								
	Wastewater Laboratory Coordinator								
Y	Building Inspector/Plans Examiner III	\$ 34.77	\$ 36.00	\$ 37.26	\$ 38.56	\$ 40.29	\$ 42.11	\$ 44.00	\$ 45.76

APPENDIX B**STAND-BY ASSIGNED EMPLOYEES**

[As of July 1, 2019 Effective Date]

STREETS / COLLECTIONS

- Chris Chandlee
- Tyler Hansen
- Max Vallejo
- Ricardo Anselmo

WATER

- Billy McClaskey
- James Hands
- Scott Bergren
- Jason Branske

WASTEWATER

- Ramon Garcia
- Jeff Hansen
- Jerry Tabler
- Jordan Garner

September 9, 2019

TO: Honorable Mayor and City Council

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **Woodburn-Gervais Enterprise Zone 5-year Tax Abatement Agreement with Ivanov Investment Group, LLC (I & E Construction)**

RECOMMENDATION:

By motion, authorize an Agreement with Ivanov Investment Group, LLC for property tax abatement for Five (5) years under the Woodburn-Gervais Enterprise Zone.

BACKGROUND:

Pursuant to Oregon state statutes, Enterprise Zones may be created by local governments to encourage business investment through property tax abatement. The Woodburn-Gervais Enterprise Zone provides an abatement of property taxes to eligible businesses on qualifying investments for a period of three (3) to five (5) years. The boundary of the Zone includes the entire city limits of both Woodburn and Gervais. Standard incentives are available to eligible businesses in an enterprise zone, subject to authorization, timely filings and job creation criteria.

DISCUSSION:

Ivanov Investment Group, LLC purchased the industrial property located at 2215 Progress Way, Woodburn for the purpose of constructing a 28,000 square foot facility to house their construction business. This property is within the boundaries of the Woodburn-Gervais Enterprise Zone.

Ivanov Investment Group, LLC completed an Enterprise Zone Authorization Application for their proposed investment of \$2,175,000 comprised of a 28,000 s.f. building and qualifying machinery and equipment. The application reflects four existing jobs will be located on the site as well as one new job, meeting the enterprise zone requirement of creating a minimum of 10% new jobs for consideration of abatement.

To receive consideration of an extended tax abatement, the applicant (Ivanov Investment Group, LLC) must pay new employees 150% of Marion County's average wage, or \$67,134. They are committed to do this per the Agreement.

FINANCIAL IMPACT:

Personal property taxes will be abated for a period of five years.

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___x___

**WRITTEN AGREEMENT WITH THE CITY OF WOODBURN ENTERPRISE ZONE
SPONSOR TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE
YEARS FOR 2020-2025**

The sponsor of the Woodburn-Gervais Enterprise Zone comprising the governing body of City of Woodburn (hereinafter “Zone Sponsor”) and Ivanov Investment Group, LLC (hereinafter “Firm”) do hereby enter into an agreement for extending the period of time in which the Firm shall receive an exemption on its proposed investments in qualified property in the Woodburn-Gervais Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and the Firm jointly acknowledge that subject to timely submission and approval of an application for precertification and the satisfaction of other requirements under ORS 285C.050 to 285C.250 (2005). The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if the Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends the Firm’s property tax exemption an additional two years on all property that initially qualifies in the Woodburn-Gervais Enterprise Zone on or before the assessment year beginning on _____, 2020 and, thus, sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

In order to receive the additional two years of enterprise zone exemption granted herein, the Firm agrees herewith pursuant to ORS 285C.160 (3) that for each year of the exemption, all of the Firm’s new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage (\$67,134 per annum), in accordance with the definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 674, which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. At the time of precertification, 150% of the Marion County average wage is \$67,134 per year;
3. Only employees working at jobs filled for the first time after the application for precertification but prior to July 1 following the first full year of the exemption and performed within the current boundaries of the Woodburn-Gervais Enterprise Zone are counted; and
4. Only full-time, year-around and non-temporary employees engaged a majority of their time in the Firm’s eligible operations under ORS 285C.135 are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

The Zone Sponsor does not request any requirement of the Firm and relinquishes all rights to make the additional two years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160 (3) for urban zones.

ACCEPTING FOR THE SPONSOR OF
THE WOODBURN-GERVAIS
ENTERPRISE ZONE:

By: _____

(Printed Name)

Date: _____

ACCEPTING FOR FIRM:
IVANOV INVESTMENT GROUP, LLC

By: _____

(Printed Name)

Date: _____

Complete form and submit to the local enterprise zone manager **before** breaking ground or beginning work at the site.

Applicant

Enterprise zone or rural renewable energy development zone (where business firm and property will be located) Woodburn, OR		Email Skylar@iecon.us	
Name of business firm Ivanov Investment Group, LLC		Phone (503) 655-7933	
Mailing address 9550 SE Clackamas Rd.	City Clackamas	State OR	ZIP code 97015
Location of property (street address if different from above) 2215 Progress Way	City Woodburn	State OR	ZIP code 97071
County, TRS map ID number, and Tax lot number of site Marion County, MAP 05-1W-08BC, Tax Lot 500	Contact person Skylar Ribelin	Title Project Engineer	

My firm expects to first claim standard property tax exemption in the following (up to three) year(s): 2021-2025

- ☐ Check here if your firm has or has had another exemption in this enterprise zone.
- ☒ Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two calendar years, until the tax exemption on qualified property is claimed.
- ☒ Check here if requesting an **extended abatement** of one or two additional years of exemption. Extended abatement is subject to written agreement with local zone sponsor before this application is approved and to additional state or local requirements.

Zone manager use only (after written agreement but before authorizing firm):

County average annual wage: \$ _____ Year _____ Total exemption period: 4 ☐ or 5 ☐ Consecutive years (check one)

Business eligibility

Eligible activity—Check all activities that apply to proposed investment within the enterprise zone:

- ☐ Manufacturing ☐ Fabrication ☐ Bulk printing ☐ Shipping ☐ Agricultural production ☐ Energy generation
- ☐ Assembly ☐ Processing ☐ Software publishing ☐ Storage ☐ Back-office systems

- ☒ Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm):
Maintenance Facility

- ☒ Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from “eligible activities”:
Company is in construction industry but facility will be used exclusively as a maintenance facility to store equipment and machinery

Special cases—Check all that apply:

- ☐ Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
- ☐ Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: _____ %.
- ☐ Check here if a **“headquarters” facility**. (Zone sponsor must find that operations are statewide–regional in scope and locally significant)
- ☐ Check here if an **electronic commerce investment** in an e-commerce enterprise zone.

Employment in the enterprise zone (see worksheets on last page)

Don't count FTEs, temporary, seasonal, construction, part-time jobs (32 hours or less per week), or employees working at ineligible operations.

Existing Employment—My business firm's average number of full-time employees in the zone over the past 12 months is 4

- New Employees—** • Hiring is expected to begin on (date or month and year): 5/1/2020
- Hiring is expected to be completed by (month and year): 1/1/2021
- Estimated total number of new employees to be hired with this investment is: 1

Commitments—By checking all boxes below, you agree to the following commitments as required by law for authorization:

- ☒ By April 1 of the first year of exemption on the proposed investment in qualified property, I will have increased existing employment within the zone by one new employee or by 10%, whichever is greater.
- ☒ My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
- ☒ When the exemption claim is filed by April 1 following each calendar year of exemption, total employment in the zone will also not have shrunk by more than 85% at one time or by more than 50% twice in a row, compared to the highest such figure with any previous claim.
- ☒ My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended abatement, (2) zone sponsor resolution(s) waiving required employment increase, or (3) an **urban** enterprise zone's adopted policy, if applicable.
- ☒ My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
- ☒ My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)

Oregon employment outside the enterprise zone

Check only those that apply:

☐ Check here if yours or any commonly controlled firm will curtail operations in the state **beyond 30 miles of the zone boundary and move them into the zone**. Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:

☒ Check here if you are transferring operations into the zone from site(s) in the state **within 30 miles of the zone boundary**:

My firm's average employment at the site(s) over the past 12 months is _____ jobs.

☐ Check here, if applicable, that your firm commits to increase the combined employment at the site(s) (within 30 miles) and in the zone to 110% of the existing combined level by April 1 and on average during the first year of exemption.

Proposed investment in qualified property

Anticipated timing—Enter dates or months/years (non-binding)

Action	Site and building and structures			Machinery and equipment		
	Preparation	Construction*	Placed in service**	Procurement***	Installation	Placed in service**
To commence or begin on	6/1/2019	8/1/2019	5/1/2020	8/1/2019	11/1/2019	5/1/2020
To be completed on	8/1/2019	2/1/2020		10/1/2019	1/1/2020	

* Including new reconstruction, additions to, or modifications of existing building(s) or structure(s).

** This is in the calendar year directly before the very first year of exemption.

*** May precede application by up to three months (includes personal property).

Special issues:

☐ Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents, and don't take up occupancy until this application is approved).

☒ Check here if anticipating using **Construction in process** tax exemption for qualified property that is still being constructed/installed and isn't yet placed in service and is located on site as of January 1. If so, file *Application for Construction-in-Process Enterprise Zone Exemption*, 150-310-021, by April 1 with the county assessor's office.

Qualifying property: Estimates of cost and details about property are not binding, but in order for property to be exempted, its basic type and any major building/structure needs to be at least represented below.

Type of property		Number of each/item	Estimated value	Check if any item will be leased
Real property	Building or structure to be newly constructed	1	\$ 1,800,000.00	<input type="checkbox"/>
	New addition to or modification of an existing building or structure		\$	<input type="checkbox"/>
	Heavy or affixed machinery and equipment	1	\$ 175,000.00	<input type="checkbox"/>
Personal property item(s) costing:	\$50,000 or more	1	\$ 200,000.00	<input type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for production of tangible goods)		\$	<input type="checkbox"/>
Total estimated value of investment			\$ 2,175,000.00	

In addition, describe below (or in an attachment) the overall nature and potential extent of your investment, including preliminary building plans and lists of property items, as appropriate and recommended by zone manager or county assessor (may be kept confidential).

We are going to construct a 28,000 square foot facility to serve our company's machinery and equipment.

Declaration

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

Must be signed by an owner, company executive, or authorized representative of the business firm

Signature

X

Date

7-25-19

Title (if not an owner or executive, attach letter attesting to appropriate contractual authority)

Member

Local enterprise zone manager and county assessor must approve this application (with *Enterprise Zone Authorization Approval*, Form 150-303-082)

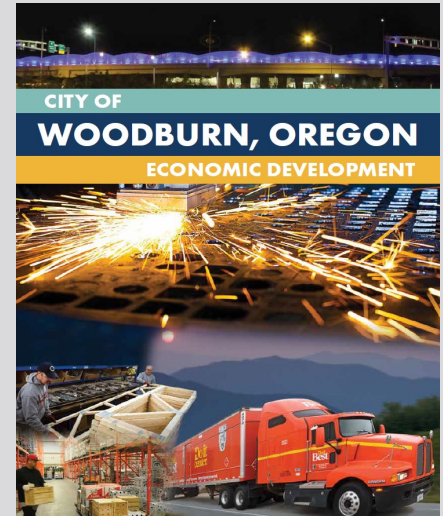
WOODBURN-GERVAIS

ENTERPRISE ZONE PROGRAM

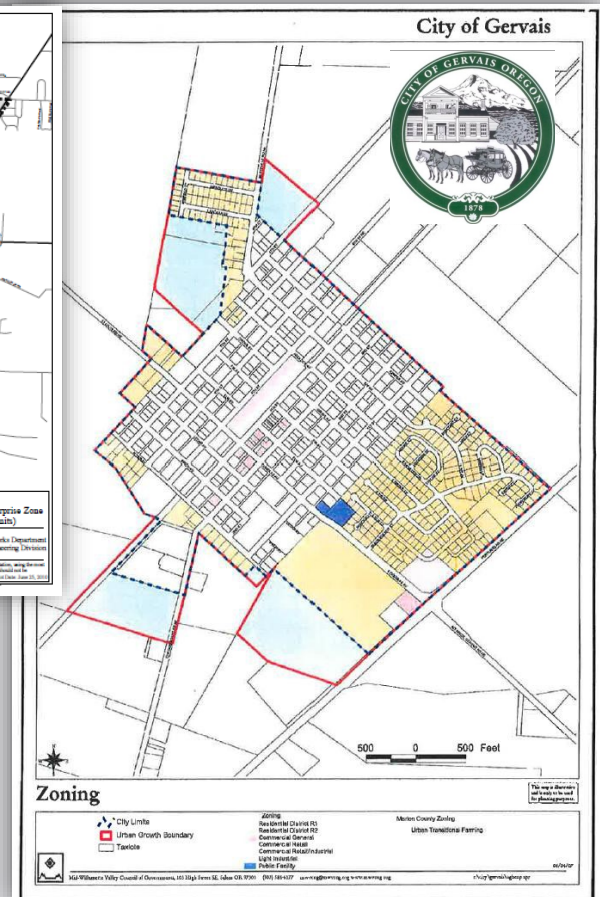
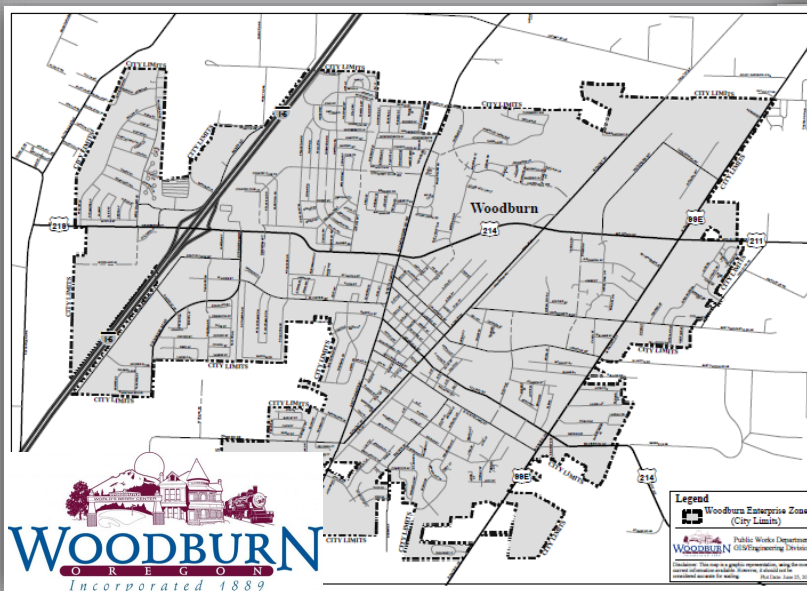
Designed to encourage business investment through property tax abatement, the **Woodburn-Gervais Enterprise Zone** provides an abatement of property taxes to eligible businesses on qualifying investments for a period of three (3) up to five (5) years. The boundary of the Zone includes the entire city limits of both Woodburn and Gervais.

Standard incentives are available to eligible businesses in an enterprise zone, subject to authorization, timely filings and job creation criteria. Standard incentives include:

- Construction-in-Process Exemption - up to two years before qualified property is placed in service, it can be exempt from local taxes.
- Three to five consecutive years of property tax exemption on qualified property, after placed in service.



ENTERPRISE ZONE BOUNDARY MAPS



Woodburn-Gervais Enterprise Zone

Contact Information:

Jamie Johnk, Zone Manager

City of Woodburn

270 Montgomery Street | Woodburn, OR 97071

Phone: 503-980-6319

Email: Jamie.johnk@ci.woodburn.or.us

WOODBURN-GERVAIS ENTERPRISE ZONE PROGRAM

BUSINESS ELIGIBILITY

Eligible businesses provide goods, products or services to other operations or organizations. This includes manufacturing and industrial activities as well as processing, distribution, maintenance facilities, warehouses and operations that handle bulk clerical or post-sale technical support.

Prior to investing in improvements or installing machinery/equipment on site, the Zone Manager must receive and approve an *Application for Authorization*, which contains pertinent process information.

QUALIFIED PROPERTY

A minimum investment of \$50,000 in real property is required for enterprise zone consideration.

Real property qualifying for the exemption includes (but is not limited to): new building construction, structural modifications or additions, and newly installed machinery and equipment. Nonqualified items include land, previously used property value, vehicles, rolling stock, and miscellaneous personal items.

CRITERIA FOR QUALIFYING PROJECTS

For the standard **three-year enterprise zone exemption**, the business should meet the following criteria:

- Increase full-time, permanent employment by 10%
- Maintain minimum employment level during the exemption period
- Enter into a first-source agreement with local job training providers
- Satisfy pre-existing local zone conditions



Criteria for the extended tax exemption (for a maximum of a **five-year exemption**):

- The business should meet the criteria for the three-year enterprise zone exemption as well as the following:
 - compensation of new workers must be at or above **\$67,134** annual wages (benefits can be used to reach this pay level);
 - there must be local approval by written agreement with the local zone sponsor; and the company must meet any additional requirements that the local zone sponsor may reasonably request.

APPLICATION

Businesses interested in the Woodburn-Gervais Enterprise Zone can obtain program information on Woodburn's website at: www.woodburn-or.gov or contact the **Zone Manager**:

Jamie Johnk, Economic Development Director
City of Woodburn
270 Montgomery Street, Woodburn OR 97071
Phone: 503-980-6319
Email: Jamie.johnk@ci.woodburn.or.us

