

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

March 27, 2018 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. Commission Regular Meeting Minutes – 3.13.18
- B. Fire Dept. Monthly Activity Report – February 2018
- C. Monthly Finance Report – February 2018
- D. Police Dept. Monthly Statistics – February 2018

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card, prior to the meeting and when recognized, will give his or her name for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** - None

7. **BUSINESS ITEMS**

- A. Proclamation – Child Abuse Prevention Month
- B. Proclamation - Sexual Assault Awareness Month

- C. Presentation on Rural Economic Vitality Roadmap – Mary Bosch, Director of Rural Economic Vitality
- D. Consideration of License to Occupy – SW Date Ave – Sewell’s
- E. Consideration of Resolution No. 2517; Approving and Adopting a Supplemental Budget – Building Dept. Professional Services
- F. Consideration of Adoption of 2018 Goals
- G. Consideration of Police Dept. Collective Bargaining Agreement
- H. Consideration of City Manager Performance Evaluation

8. DISCUSSION ITEMS

9. GOOD OF THE ORDER

10. ADJOURNMENT

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, Deputy City Recorder, at 503-861-2233 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

3-A

MINUTES
Warrenton City Commission
Regular Meeting – March 13, 2018
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:03 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Rick Newton, Pam Ackley, Tom Dyer and Mayor Henry Balensifer
Absent: Mark Baldwin

Staff Present: City Manager Linda Engbretson, Community Development Director Skip Urling, Public Works Director Collin Stelzig, Police Chief Matt Workman, Public Works Operations Manager Kyle Sharpsteen, Library Site Manager Nettie-Lee Calog and Deputy City Recorder Dawne Shaw

Mayor Balensifer briefly explained the new public comment process.

Commissioner Ackley made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye

COMMISSIONER REPORTS –

Commissioner Newton noted he is working on several projects but is not ready to report.

Commissioner Dyer welcomed everyone.

Commissioner Ackley noted there is a Hammond Marina Task Force meeting this Friday at 3:30, and she hopes Mott McDonald will be there to give an update on the assessment of the dredging

Mayor Balensifer stated he is pleased to announce the Clatsop County Housing Task Force has chosen an agency to do the housing study and noted the interview process went well. He stated he has been pushing Clatsop Economic Development Resources, the Columbia Pacific Economic Development District, CEDR and others to do more for industrial development, noting there is a lot of empty industrial land. He stated he was approached by the Port Commission president as well as the city's liaison Cap Stevens, about a joint session with the Port of Astoria, and he suggested if there is a joint session, there should be a discussion about the properties in the East Skipanon peninsula as well as the airport, both highly undeveloped areas in our city. Mayor Balensifer recognized this was the last meeting for the Community Development Director Skip Urling, and asked if he would like to give a few comments. Mr. Urling thanked the Commission

for the opportunity to work for the City of Warrenton and to serve the Commission. He noted he appreciates the passion they each have and wished them continued good luck and success. Mr. Urling spoke briefly about his plans for the near future and Mayor Balensifer thanked him and wished him good luck.

PUBLIC COMMENT – Mr. George McCartin voiced his concerns on the lack of workforce housing/homeless housing. He noted how much land is in Warrenton that could possibly be developed for lower income housing. Brief discussion followed on population growth.

PUBLIC HEARINGS – None

BUSINESS –

Community Development Director Skip Urling presented Ordinance No. 1219 for the second reading. He noted the Public Hearing and the first reading was done at the 2/27/18 Commission meeting.

Commissioner Dyer made the motion to conduct the second reading by title only, of Ordinance No. 1219; Amending the Zoning designation of Tax Lot 81028AD02500 from R-10, Intermediate Residential to RH, High Density Residential. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye

Mayor Balensifer conducted the second reading of Ordinance No. 1219 by title only.

Commissioner Ackley made the motion to adopt Ordinance No. 1219. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye

Library Site Manager Nettie-Lee Calog discussed a reimbursable grant for the Warrenton Community Library to become automated. She noted there are two options but by partnering with Seaside the cost for automation will be considerably less than going alone. Ms. Calog reviewed the costs for the first year and ongoing annually, as presented in the agenda packet. Brief discussion followed.

Commissioner Ackley made the motion to authorize city staff to move forward with partnering with Seaside and applying for the LSTA Reimbursable Grant for automation of the Warrenton Community Library. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye

Mayor Balensifer requested permission from the Commission to write a thank you letter to the Seaside's Library Director for their assistance in this matter. There were no objections.

Public Works Director Collin Stelzig stated PW worked with developer Alfred J. L'Amie Jr. for over a year; and noted line would benefit him as well as neighbors. Alfred J. L'Amie Jr. proposes to grant the city a 10' wide permanent utility easement through his property in the vacated portion of SE 14th Pl. from S. Main Ave. to SE Anchor Ave. He noted the easement will allow the city to install a 8" waterline to increase fire-fighting capabilities to Mr. L'Amie's development and the existing homes in the neighborhood, which is currently being served by a 2" line. Mr. Stelzig stated the estimated cost to install the line is \$35,000, which is a significantly reduced cost for infrastructure improvements in an area, which Chief Demers has identified as underserved for fire protection. Discussion followed and City Manager Linda Engbretson noted the installation of the line is being paid for by the Urban Renewal district.

Commissioner Newton made the motion to accept the 10' wide utility easement from Alfred J. L'Amie Jr., to the City of Warrenton in the vacated portion of SE 14th Place from S. Main Ave to SE Anchor Ave. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye

City Manager Linda Engbretson presented the Memorandum of Agreement with Clatsop County for the installation of the Whelen Warning Sirens. She stated the city have been working closely with Tiffany Brown; the County is writing a grant to help with the cost of installing and maintaining the sirens. She noted the MOA outlines the city's responsibilities. Ms. Engbretson noted this also fits in with the city's goal of emergency management. Tiffany Brown, the Clatsop County Emergency Manager, stated the county received the in 2012, for the price of transportation. She noted Seaside has 2 of them; and stated funding for installation has been a problem. Ms. Brown stated a grant application was turned-in in January, and should know by the first week of May if it is approved. She noted one of the main points she made in the grant application was that this provides great continuity throughout the county. She briefly discussed best practices in the event of earthquake or tsunami, and suggested testing the sirens at weekly intervals, for continuity with other cities down the coast. Ms. Brown stated she has been working with the Fire Chief and they identified two sites where the sirens can be located – at the Warrenton and Hammond Fire Stations. Brief discussion followed.

Commissioner Ackley made the motion to authorize the Mayor's signature on the MOA between Clatsop County and the City of Warrenton for installation of Whelen Warning Sirens, upon final approval by legal counsel. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye

Mayor Balensifer noted the 2018-2019 Commission Goals were sent separately from the agenda packet and also his notes. He proposed discussing the goals tonight but tabling the vote until Commissioner Baldwin is in attendance. He reviewed his thoughts on each goal:

Goal 1, Community Building – better communications; restarting the Mayoral monthly update in the Columbia Press; email updates and reaching out to citizens and letting them know what the city is doing; encouraging departments and volunteers; recognizing our volunteers and encouraging community events. Police Chief Workman gave a quick update on an upcoming County-wide Citizens Police Academy, starting in April, which will hopefully include 7 people from each community.

Goal 2, Visioning Update – Updating the Vision Plan the next fiscal year, to realign our city code and laws to the vision. He noted there will be a presentation at the next meeting from RDI about the Economic Road Map, and discussion can continue after the presentation. Discussion continued on the original vision plan and ensuring it gets realized.

Goal 3 , Downtown Improvements; funding for nuisance abatement outside of the urban renewal district and have the WURA fund nuisance abatement inside the district boundaries. He suggested starting a nuisance task force to provide a friendly, neighborly and intermediate method to get people to comply and bring their properties up to code. He noted the task force would be comprised of citizens and Commissioner Dyer has agree to lead it. Discussion followed on the community effort to assist neighbors clean up their properties, with the priority on the frontage roads first. Also discussed was the continued exploration of jurisdictional transfer of S. Main Ave; and finalizing beautification efforts and sidewalks policy.

Goal 4, Emergency Preparedness – Mayor Balensifer suggested the focus be on the smaller more immediate emergencies, before focusing on a Cascadian event. Commissioner Newton noted he met with the CERT team, and they are working on project to make sure every household in Warrenton and Hammond has been offered an evacuation packet. Commissioner Dyer suggested partnering with the State Police office to set up an emergency operations center. Discussion continued on continuity of operations. City Manager Engbretson suggested focusing on the Emergency Operations Plan and getting it updated, for this year's goal. Commissioner Ackley suggested also including more awareness for the community. Mayor Balensifer noted the public has a personal responsibility to be prepared and we should encourage them. It was agreed the goal should be Emergency Operations Plan and Supporting Emergency preparedness.

The Commission was in consensus of all 4 goals.

DISCUSSION ITEMS – None

GOOD OF THE ORDER - Commissioner Ackley noted Clatsop County CCO is having a community-wide conversation on housing in Clatsop County on March 26th to discuss housing and homelessness. Also next week, there is an event to discuss substance abuse on March 21st. She also gave a shout out to Public Works Director Collin Stelzig and Public Works Operations Manager Kyle Sharpsteen, they assisted with a sewer scope at a client's house. She thanked them for their prompt attention.

Commissioner Newton noted the Helping Hands center is only able to help people with drug and alcohol problems; not everyone can get in program.

There being no further business Mayor Balensifer adjourned the meeting at 7:13 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder



Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

3-B

STAFF REPORT

Date: March 27, 2018
To: The Members of the Warrenton City Commission
Linda Engbretson, City Manager
From: Tim Demers, Fire Chief
Re: Fire Department Activity Report for **February, 2018**

February, 2018 Emergency Response Activity -

The Warrenton Fire Department responded to 67 emergency calls during the month of February, 2018. The department responded to 51 EMS (emergency medical service) calls, 7 motor vehicle crashes, and 7 service calls. There were 2 reportable fires during the month. Service calls include alarm activations with no fire, false alarms, hazardous conditions, good intent calls, public assists, etc. An average of 6 volunteers responded per call throughout the month. During the month of February, 61.2%, or 41 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 26 calls, or 38.8%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

February, 2018 Training –

The department held 5 regularly scheduled Wednesday evening training sessions during the month of February, with an average attendance of 22 volunteers per drill. The department offered 3 additional training sessions during the month of February.

7th EMS – Bloodborne pathogens

Instructor: Chief Demers

Skipanon Dr. burn house safety briefing, and walk-through

Instructor: Capt. Shepherd

14th Live-fire training evolutions – 79 NE Skipanon Dr.

Instructor: Capt. Shepherd, company officers

21st Fire scene overhaul training – 79 NE Skipanon Dr.

Instructors: Capt. Shepherd, company officers

Aerial ladder operator evaluations

Instructor: Capt. Nyberg

28th EMS – On scene operations and safety, Rescue #2753 orientation

Instructor: Chris Peck

CITY OF WARRENTON

FINANCE DEPARTMENT

3-C

Volume 11, Issue 8

Monthly Finance Report February 2018

March 27, 2018

Economic Indicators

| | Current | 1 year ago |
|-----------------------|------------|------------|
| ◆ Interest Rates: | | |
| LGIP : | 1.85% | 1.15% |
| Columbia Bank: | n/a | .05% |
| ◆ Prime Rate: | 4.50% | 3.75% |
| ◆ CPI-U change: | 2.2% | 2.7% |
| ◆ Unemployment Rates: | | |
| Clatsop County: | not avail. | 4.0% |
| Oregon: | 4.1% | 4.1% |
| U.S.: | 4.1% | 4.7% |

Department Statistics

| | |
|------------------------------|-------|
| ◆ Utility Bills mailed | 3,313 |
| ◆ New Service Connections | 1 |
| ◆ Reminder Letters | 358 |
| ◆ Door Hangers | 67 |
| ◆ Water Service Discontinued | 6 |
| ◆ Walk-in counter payments | 643 |
| ◆ Mail payments | 1,252 |
| ◆ Auto Pay Customers/pmts | 580 |
| ◆ Online (Web) payments | 543 |
| ◆ Phone payments | 107 |

Current and Pending Projects

- ◆ 2018-2019 Budget Preparation
- ◆ 2019-2024 Capital Improvement Program

Financial Narrative as of February 28, 2018

Note: Revenues and expenses should track at 8/12 or 66.7% of the budget.

General Fund: Year to date revenues amount to \$2,849,996, which is 73.8% of the budget, compared to the prior year amount of \$2,704,484, which was 73.7% of the budget and are up by \$145,512. Increases are shown in property taxes, city franchise fees, transient room tax, state revenue sharing, community development fees, police charges, fire charges, leases, interest and miscellaneous and are offset by decreases in franchise fees and municipal court.

Expenses year to date amount to \$2,681,350, which is 61.3% of the budget, compared to the prior year amount of \$2,634,424, which was 63.2% of the budget. All departments are tracking at or under budget. \$96,578 of the \$120,949 budgeted transfers have been made, year to date.

WBA: Business license revenue amounts to \$50,710 compared to \$48,600 last year at this time, a difference of \$2,110. The number of business licenses issued year to date is 547, compared to 592 at this time last year.

Building Department: Permit revenues this month amount to \$16,524 and \$175,155 year to date, which is 100.6% of the budgeted amount. Last year to date permit revenue was \$149,542.

State Tax Street: State gas taxes received this month amount to \$27,179 for fuel sold in January and \$189,993 year to date. City gas taxes received this month amount to \$26,995 for fuel sold in December and are \$186,790 year to date.

Warrenton Marina: Total revenues to date are \$458,168, 86.1% of the budgeted amount, compared to the prior year amount of \$461,794 and was 94.4% of the budgeted amount. There is \$41,218 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$290,735, 101% of the budgeted amount, compared to the prior year amount of \$268,256 and was 98.7% of the budgeted amount. There is \$2,291 in moorage receivables outstanding.

Of the total outstanding receivables \$31,609 is over 90 days old.

Water Fund: Utility fees charged this month are \$139,388 and \$69,023 and \$1,202,305 and \$898,618 year to date, for in-city and out-city respectively and totals \$2,100,923 and is 75.5% of the budget. Last year at this time year to date fees were \$1,097,995 and \$800,040, for in-city and out-city, respectively, and totaled \$1,898,035.

Sewer Fund: Utility fees charged this month are \$172,718 and \$1,427,390 year to date, which is 70.4% of the budget.

Last year at this time year to date fees were \$1,330,019. Shoreline Sanitary Fees year to date are \$80,770. Septage revenue year to date is \$194,797 and is 61.8% of the budget. Total revenues year to date are \$2,221,819 compared to \$1,960,383 at this time last year. Revenues include loan proceeds received for the Core Conveyance Project.

Storm Sewer: Utility Fees (20% of sewer fees) this month are \$34,518 and \$285,441 year to date and is 70.4% of the budget. Last year to date revenues were \$265,926 which was 70.5% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$75,137 and \$15,278, and \$607,800 and \$121,794, year to date, and are 68.3% and 66% of the budget, respectively.

Community Center: Rental revenue to date is \$12,449 and represents 99.6% of the budget. Last year at this time rental revenue was \$8,086 and was 88% of the budget. Total expenses are \$12,825 and total revenues are \$15,530, increasing fund balance by \$2,705.

Financial data as of February 2018

| | General Fund | | | |
|------------------------|---------------|--------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 1,543,107 | 1,306,042 | 790,000 | 165.32 |
| Plus: Revenues | 186,403 | 2,849,996 | 3,864,488 | 73.75 |
| Less: Expenditures | | | | |
| Municipal Court | 7,295 | 70,351 | 131,566 | 53.47 |
| Admin/Comm/Fin(ACF) | 52,428 | 691,046 | 1,094,696 | 63.13 |
| Planning | 10,332 | 103,130 | 185,068 | 55.73 |
| Police | 129,724 | 1,093,891 | 1,823,175 | 60.00 |
| Fire | 45,916 | 549,822 | 852,775 | 64.47 |
| Parks | 9,127 | 76,532 | 163,825 | 46.72 |
| Transfers | - | 96,578 | 120,949 | 79.85 |
| Total Expenditures | 254,822 | 2,681,350 | 4,372,054 | 61.33 |
| Ending Fund Balance | 1,474,688 | 1,474,688 | 282,434 | 522.14 |

(see details of revenue, page 4)

| | WBA | | | |
|------------------------|---------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 69,899 | 103,694 | 108,000 | 96.01 |
| Plus: Revenues | 672 | 51,706 | 48,850 | 105.85 |
| Less: Expenditures | 1,122 | 85,951 | 151,206 | 56.84 |
| Ending Fund Balance | 69,449 | 69,449 | 5,644 | 1,230.49 |

| | Building Department | | | |
|------------------------|---------------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 309,670 | 293,156 | 270,000 | 108.58 |
| Plus: Revenues | 16,863 | 177,718 | 174,814 | 101.66 |
| Less: Expenditures | 27,566 | 171,907 | 249,563 | 68.88 |
| Ending Fund Balance | 298,967 | 298,967 | 195,251 | 153.12 |

| | State Tax Street | | | |
|------------------------|------------------|--------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 1,521,811 | 1,384,545 | 1,000,000 | 138.45 |
| Plus: Revenues | 56,499 | 391,758 | 638,132 | 61.39 |
| Less: Expenditures | 15,804 | 213,797 | 1,445,923 | 14.79 |
| Ending Fund Balance | 1,562,506 | 1,562,506 | 192,209 | 812.92 |

| | Warrenton Marina | | | |
|------------------------|------------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 314,293 | 188,461 | 190,000 | 99.19 |
| Plus: Revenues | 12,810 | 458,168 | 532,175 | 86.09 |
| Less: Expenditures | 42,997 | 362,523 | 630,947 | 57.46 |
| Ending Fund Balance | 284,106 | 284,106 | 91,228 | 311.42 |

Financial data as of February 2018, continued

| | Hammond Marina | | | | Water Fund | | | |
|------------------------|----------------|----------------|---------------|-----------------|------------------|------------------|----------------|---------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 217,372 | 140,032 | 140,000 | 100.02 | 2,082,913 | 1,841,311 | 1,000,000 | 184.13 |
| Plus: Revenues | 2,662 | 290,735 | 287,801 | 101.02 | 215,719 | 2,238,810 | 5,652,800 | 39.61 |
| Less: Expenditures | 21,458 | 232,191 | 408,324 | 56.86 | 671,499 | 2,452,988 | 6,033,428 | 40.66 |
| Ending Fund Balance | <u>198,576</u> | <u>198,576</u> | <u>19,477</u> | <u>1,019.54</u> | <u>1,627,133</u> | <u>1,627,133</u> | <u>619,372</u> | <u>262.71</u> |

| | Sewer Fund | | | | Storm Sewer | | | |
|------------------------|------------------|------------------|------------------|---------------|----------------|----------------|----------------|---------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 2,247,915 | 1,664,745 | 1,500,000 | 110.98 | 475,300 | 330,759 | 290,000 | 114.05 |
| Plus: Revenues | 209,466 | 2,221,819 | 3,079,128 | 72.16 | 34,986 | 288,580 | 406,000 | 71.08 |
| Less: Expenditures | 949,933 | 2,379,116 | 3,418,202 | 69.60 | 9,591 | 118,644 | 539,327 | 22.00 |
| Ending Fund Balance | <u>1,507,448</u> | <u>1,507,448</u> | <u>1,160,926</u> | <u>129.85</u> | <u>500,695</u> | <u>500,695</u> | <u>156,673</u> | <u>319.58</u> |

| | Sanitation Fund | | | | Community Center | | | |
|------------------------|-----------------|----------------|----------------|---------------|------------------|---------------|--------------|-------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 360,453 | 371,081 | 320,000 | 115.96 | 11,727 | 10,436 | 7,800 | 133.79 |
| Plus: Revenues | 91,216 | 743,140 | 1,077,000 | 69.00 | 2,868 | 15,530 | 15,830 | 98.10 |
| Less: Expenditures | 71,567 | 734,119 | 1,218,610 | 60.24 | 1,454 | 12,825 | 22,550 | 56.87 |
| Ending Fund Balance | <u>380,102</u> | <u>380,102</u> | <u>178,390</u> | <u>213.07</u> | <u>13,141</u> | <u>13,141</u> | <u>1,080</u> | <u>-</u> |

| | Library | | | | Warrenton Urban Renewal Agency Capital Projects Fund | | | |
|------------------------|---------------|---------------|---------------|---------------|---|----------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 46,362 | 41,731 | 39,000 | 107.00 | 302,949 | 405,798 | 266,299 | 152.38 |
| Plus: Revenues | 792 | 59,467 | 86,793 | 68.52 | 461 | 3,473 | 1,922,122 | 0.18 |
| Less: Expenditures | 6,692 | 60,736 | 90,599 | 67.04 | 9,900 | 115,761 | 2,188,421 | 5.29 |
| Ending Fund Balance | <u>40,462</u> | <u>40,462</u> | <u>35,194</u> | <u>114.97</u> | <u>293,510</u> | <u>293,510</u> | <u>-</u> | <u>-</u> |

Financial data as of February 2018, continued

(\$) Cash Balances as of February, 2018

| | | | | | |
|---------------------|-----------|------------------|-----------|------------------|---------|
| General Fund | 1,650,532 | Warrenton Marina | 253,353 | Storm Sewer | 451,788 |
| WBA | 69,529 | Hammond Marina | 197,826 | Sanitation Fund | 281,799 |
| Building Department | 313,542 | Water Fund | 640,603 | Community Center | 15,115 |
| State Tax Street | 1,564,174 | Sewer Fund | 1,161,743 | Library | 41,485 |

Warrenton Urban Renewal Agency

| | |
|------------------|-----------|
| Capital Projects | 300,055 |
| Debt Service | 1,436,061 |

| General Fund Revenues | Collection Frequency | 2017-2018 Budget | Actual as a % of Current Budget | Collections/Accruals | | (over) under budget |
|----------------------------|----------------------|------------------|---------------------------------|----------------------|------------------|---------------------|
| | | | | Year to date | | |
| | | | | February 2018 | February 2017 | |
| Property taxes-current | AP | 904,940 | 97.34 | 880,896 | 828,737 | 24,044 |
| Property taxes-prior | AP | 35,000 | 65.86 | 23,051 | 19,825 | 11,949 |
| County land sales | A | - | 0.00 | - | - | - |
| Franchise fees | MAQ | 543,000 | 54.91 | 298,149 | 300,201 | 244,851 |
| COW - franchise fees | M | 136,414 | 71.09 | 96,983 | 90,781 | 39,431 |
| Transient room tax | Q | 508,402 | 67.90 | 345,211 | 320,695 | 163,191 |
| Liquor licenses | A | 650 | 107.69 | 700 | 650 | (50) |
| State revenue sharing | MQ | 130,267 | 61.13 | 79,634 | 70,068 | 50,633 |
| Municipal court | M | 119,400 | 52.74 | 62,970 | 66,537 | 56,430 |
| Community development fees | I | 35,000 | 69.32 | 24,263 | 17,334 | 10,737 |
| Police charges | I | 8,750 | 513.27 | 44,911 | 6,244 | (36,161) |
| Fire charges | SM | 95,240 | 119.16 | 113,489 | 55,189 | (18,249) |
| Park charges | I | - | 0.00 | 125 | 275 | |
| Miscellaneous | I | 1,200 | 1020.08 | 12,241 | 10,065 | (11,041) |
| Interest | M | 10,000 | 104.27 | 10,427 | 7,008 | (427) |
| Lease receipts | M | 209,529 | 66.95 | 140,271 | 140,038 | 69,258 |
| Sub-total | | 2,737,792 | 77.92 | 2,133,321 | 1,933,647 | 604,471 |
| Transfers from other funds | I | 32,000 | 80.09 | 25,629 | - | 6,371 |
| Overhead | M | 1,094,696 | 63.13 | 691,046 | 770,837 | 403,650 |
| Total revenues | | 3,864,488 | 73.75 | 2,849,996 | 2,704,484 | 1,014,492 |

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link & NW Nat-quarterly, Charter annually in March,
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

3-D



WARRENTON POLICE DEPARTMENT
FEBRUARY 2018 STATISTICS
 MARCH 27, 2018



| February Statistics (% changes are compared to 2017) | | | | | | | |
|--|------------|------|-------|------|-------|------|-------|
| Category | 2018 | 2017 | % Chg | 2016 | % Chg | 2015 | % Chg |
| Calls for Service | 517 | 524 | -1% | 647 | -20% | 545 | -5% |
| Incident Reports | 138 | 135 | 2% | 125 | 10% | 123 | 12% |
| Arrests/Citations | 49 | 70 | -30% | 69 | -29% | 72 | -32% |
| Traffic Events | 161 | 144 | 12% | 231 | -30% | 142 | 13% |
| DUII Calls | 1 | 8 | -88% | 3 | -67% | 1 | 0% |
| Traffic Accidents | 17 | 17 | 0% | 15 | 13% | 11 | 55% |
| Property Crimes | 58 | 57 | 2% | 68 | -15% | 73 | -21% |
| Disturbances | 58 | 47 | 23% | 58 | 0% | 45 | 29% |
| Drug/Narcotics Calls | 5 | 6 | -17% | 4 | 25% | 1 | 400% |
| Animal Complaints | 17 | 9 | 89% | 18 | -6% | 19 | -11% |
| Officer O.T. | 223 | 137 | 63% | 237 | -6% | 111 | 101% |
| Reserve Hours | 24 | 28.5 | -16% | 82 | -71% | 92.5 | -74% |

| Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----------------------|------|-------|-----|-----|-----|-----|-----|-----|-----|
| Calls for Service | 553 | 517 | | | | | | | |
| Incident Reports | 177 | 138 | | | | | | | |
| Arrests/Citations | 91 | 49 | | | | | | | |
| Traffic Events | 152 | 161 | | | | | | | |
| DUII Calls | 4 | 1 | | | | | | | |
| Traffic Accidents | 13 | 17 | | | | | | | |
| Property Crimes | 86 | 58 | | | | | | | |
| Disturbances | 50 | 58 | | | | | | | |
| Drug/Narcotics Calls | 7 | 5 | | | | | | | |
| Animal Complaints | 17 | 17 | | | | | | | |
| Officer O.T. | 173 | 222.8 | | | | | | | |
| Reserve Hours | 18.5 | 24 | | | | | | | |

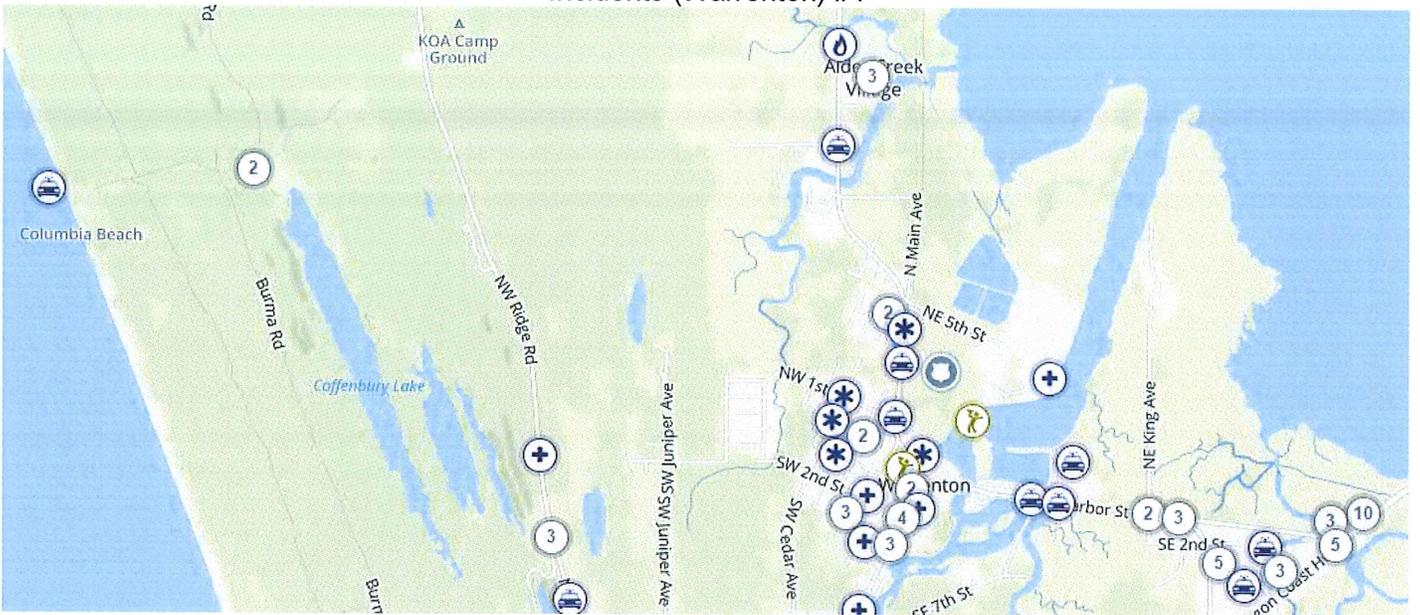
| Oct | Nov | Dec | 2018 YTD | 2018 Estimate | 2017 | 2018 v 2017 | 2016 | 2018 v. 2016 | 2015 | 2018 v. 2015 |
|-----|-----|-----|----------|---------------|------|-------------|--------|--------------|--------|--------------|
| | | | 1070 | 6420 | 7982 | -20% | 8239 | -22% | 8317 | -23% |
| | | | 315 | 1890 | 1739 | 9% | 1749 | 8% | 1515 | 25% |
| | | | 140 | 840 | 961 | -13% | 925 | -9% | 994 | -15% |
| | | | 313 | 1878 | 2407 | -22% | 2353 | -20% | 2220 | -15% |
| | | | 5 | 30 | 37 | -19% | 15 | 100% | 14 | 114% |
| | | | 30 | 180 | 219 | -18% | 291 | -38% | 408 | -56% |
| | | | 144 | 864 | 850 | 2% | 805 | 7% | 1374 | -37% |
| | | | 108 | 648 | 855 | -24% | 781 | -17% | 1359 | -52% |
| | | | 12 | 72 | 73 | -1% | 42 | 71% | 80 | -10% |
| | | | 34 | 204 | 294 | -31% | 311 | -34% | 318 | -36% |
| | | | 395.75 | 2374.5 | 1789 | 33% | 1249 | 90% | 997.5 | 138% |
| | | | 42.5 | 255 | 577 | -56% | 901.75 | -72% | 804.75 | -68% |

The following is a graphic representation of statistics for February 2018 using our CrimeReports.com membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
 Assault
 Assault with Deadly Weapon
 Homicide
 Kidnapping
 Robbery
 Other Sexual Offense
 Sexual Assault
 Sexual Offense
- Property**
 Breaking & Entering
 Property Crime
 Property Crime Commercial
 Property Crime Residential
 Theft
 Theft from Vehicle
 Theft of Vehicle
- Quality Of Life**
 Disorder
 Quality of Life
 Drugs
 Liquor
- 911 & Other**
 Alarm
 Arson
 Death
 Family Offense
 Missing Person
 Other
 Pedestrian Stop
 Vehicle Recovery
- Vehicle Stop
 Weapons Offense
 Community Policing
 Proactive Policing
 Emergency
 Fire
 Traffic



Incidents (Warrenton) #1



Incidents (Warrenton) #2



Incidents (Hammond)



7-A

PROCLAMATION
CHILD ABUSE PREVENTION MONTH
April 2018

WHEREAS, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the dangers and harmful effects of child abuse and neglect; and

WHEREAS, child abuse and neglect impacts our entire society and can cause traumatic psychological, emotional and physical harm, resulting in long-term economic and societal costs; and

WHEREAS, child-focused prevention and intervention programs offer positive alternatives and outcomes for children and encourage families to develop strong, durable ties to their communities; and

WHEREAS, child abuse prevention succeeds through partnerships among parents, child-welfare agencies, mental and physical health care providers, schools, law enforcement agencies, churches, businesses and community members by fostering loving, supportive and violence-free homes; and

WHEREAS, all citizens need to be more aware of the effects of child abuse, neglect, and prevention in order to encourage healthy parenting in healthy communities;

NOW, THEREFORE, I, Henry A. Balensifer III, Mayor of Warrenton, Oregon, do hereby declare the month of April, 2018, as **Child Abuse Prevention Month** in the City of Warrenton, Oregon, and I do urge everyone to join in this observance.

IN WITNESS WHEREOF, I have here unto set my hand and caused to be affixed the Seal of the City of Warrenton, Oregon to be affixed this 27th day of March, 2018.

Henry A. Balensifer III, Mayor

7-B

PROCLAMATION

WHEREAS, sexual assault affects Oregonians every day, whether as a victim or survivor or as a family member, friend, partner, neighbor, employer or co-worker of a survivor; and

WHEREAS, Oregonians of all gender identities experience sexual violence, including an estimated 1 in 4 adult women who has been the victim of rape, and nearly 1 in 5 men who has experienced sexual violence in their lifetime; and

WHEREAS, certain populations in Oregon experience much higher rates of sexual violence due to systemic oppression and inequity; and

WHEREAS, compassionate, courageous, and dedicated individuals, local organizations, and other partners have provided services and support for victims and survivors, and worked to prevent sexual violence for decades; and

WHEREAS, sexual violence is preventable and all communities are strengthened by encouraging healthy, non-violent interactions, relationships and social norms; and

WHEREAS, every individual and community in Oregon has a role to play to help eliminate sexual violence by working together to promote social change.

NOW, THEREFORE, I, Henry Balensifer, Mayor of Warrenton, do hereby proclaim April as

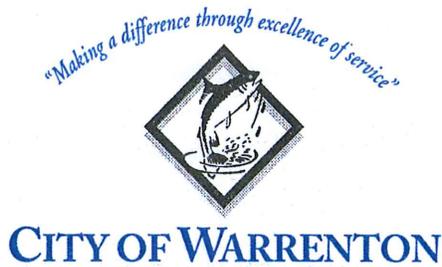
SEXUAL ASSAULT AWARENESS MONTH

in the City of Warrenton and encourage all citizens to join in this observance.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Warrenton to be affixed this 27th day of March, 2018.

Mayor

7-C



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LmE*
DATE: March 27, 2018
SUBJ: Rural Economic Vitality Roadmap (RDI) PRESENTATION

SUMMARY

Mary Bosch, Director for Rural Economic Vitality, will present information at your March 27 meeting on the RDI Roadmap process. Your adopted Goal 2 – Visioning Update – includes the possibility of engaging RDI to take us through an assessment to establish goals towards economic success in our community. This is just one possibility in the overall visioning process. We briefly discussed the possibility of focusing on the Hammond area but obviously that is up to the Commission to determine should you pursue the RDI grant. Please see the attached summary and application. Ms. Bosch will present a slide show with additional information.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize staff to complete the Rural Economic Vitality Roadmap Application."

ALTERNATIVE

None recommended.

FISCAL IMPACT

Grant funding with a \$3,500 match from the General Fund.

Rural Economic Vitality Roadmaps



Are you ready to take responsibility for the economic health and future of your town? What does economic vitality mean to your local community?

- A revitalized downtown?
- Support for aspiring entrepreneurs and small businesses?
- Destination development?
- More dining and shopping choices?
- Opportunities to retain and attract youth?
- A diversified job base?

If your community is ready to get on the road, consider a Rural Economic Vitality (REV) Roadmap.

REV Roadmaps will take your community through an assessment and comprehensive priority-setting workshop to establish goals and projects, educate participants about best practices, develop a focused action plan, and build capacity from within the community.

The Roadmap process consists of three steps:

- Get Ready: A fact-based competitive assessment
- Get Focused: Identify top projects for immediate impact and action
- Go! Create a doable action plan and begin implementation

Rural Development Initiatives will also work with your local community steering team to:

- Coordinate with local and regional stakeholders
- Connect with technical assistance and financial resources
- Provide ongoing support—we're invested in your future
- Achieve economic vitality goals to impact the community's future

After economic vitality initiatives are selected, RDI's staff and local partners work with your planning team to create an action-oriented roadmap to economic success.

We believe big things happen in small places when communities proactively engage in creating their own future. RDI staff use their experience in business expansion and retention programs, business attraction, market demand research, and downtown development to help you take the best route to community vitality.

A Few Community Action Items Include:

- **Downtown Property Development in Dallas**
- **Business Support System in Applegate Valley**
- **Beautification and Marketing in Ontario**



Rural Communities Served

- **Applegate Valley**
- **Dallas**
- **La Pine**
- **Myrtle Creek**
- **Ontario**



**Would you like to create an
Economic Vitality Roadmap
in your community?**

Please Contact:

Mary Bosch
Director, Rural Economic Vitality
503.504.6770 | mbosch@rdiinc.org

Rural Economic Vitality Roadmap Application

Rural Economic Vitality Roadmap can help your community establish shared values and priorities, then move to action. Rural Development Initiatives (RDI) offers a three-step process: 1) Perform a fact-based competitive assessment, 2) Identify top projects for immediate impact and action, and 3) Create an attainable action plan and begin implementation.

Getting Started: Complete the application process.

1. Review the summary of RDI's Rural Economic Vitality Roadmap program.
 2. Complete this Roadmap application form.
 3. Send the completed application to Mary Bosch: mbosch@rdiinc.org
- Questions? Call Mary Bosch at (503) 504-6770

Name and description of community or region to be served.

List the organization(s) prepared to lead this effort.

Primary contact information

| | |
|----------------------|---------------|
| Name: | Phone: |
| Title: | Email: |
| Organization: | |

Secondary contact information

| | |
|----------------------|---------------|
| Name: | Phone: |
| Title: | Email: |
| Organization: | |



Demonstration of Community Support

Please complete each of the following:

1. Detail the names of team members, organizations, and businesses that will or are desired to participate and/or support a Roadmap program.

2. Detail any financial or in-kind support provided by prospective Economic Vitality Roadmap team members and/or their organization (A 10% cash match of project cost is a requirement).

3. Provide a brief narrative of current Economic Development initiatives in your community. Who is involved?

4. Provide a brief description of what you hope the Economic Vitality Roadmap program will provide for your community/region.

Thank you for your application.
Please allow two weeks for review and response.



7-D

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LM E*
DATE: March 27, 2018
SUBJ: License to Occupy

SUMMARY

The Commission received a petition to vacate the northern 225 feet of SW Date Avenue south of SW 6th Street from Rhonda and Dax Sewell at its February 13, 2018, regular meeting. You may recall discussion regarding Fire Chief Tim Demers' concern regarding access and fire-fighting ability in this area (Fire Chief letter and February 13 minutes attached), should the vacation be granted. The Sewell's worked with now retired Community Development Director Skip Urling for a simple License to Occupy. The Sewell's intend to stabilize a bank on a portion of SW Date.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the License to Occupy between the City of Warrenton and Sue and Dax Sewell."

ALTERNATIVE

No recommendation.

FISCAL IMPACT

N/A



Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

MEMORANDUM

Date: February 05, 2018
To: Skip Urling, Community Development Director
From: Tim Demers, Fire Chief
Re: Sewell request for street vacation SW Date Avenue

Even though it is undeveloped, it would narrow the possibility to put a full size street in later. As you know many of the streets in Warrenton are already narrow and don't give our Fire Apparatus a lot of room to work.

Even though this is just a partial vacation it would cause the other buildable lots on the half vacated street to have to build a 90 foot turn-around using parts of their property and the neighbors to be in compliance with the Fire Code.

The streets are already narrow and confusing enough in this area without creating more dead-ends and absent turnarounds. Several of the existing homes in this area have poor access to fire hydrants and this vacation would ensure there is little possibility of correcting this fact.

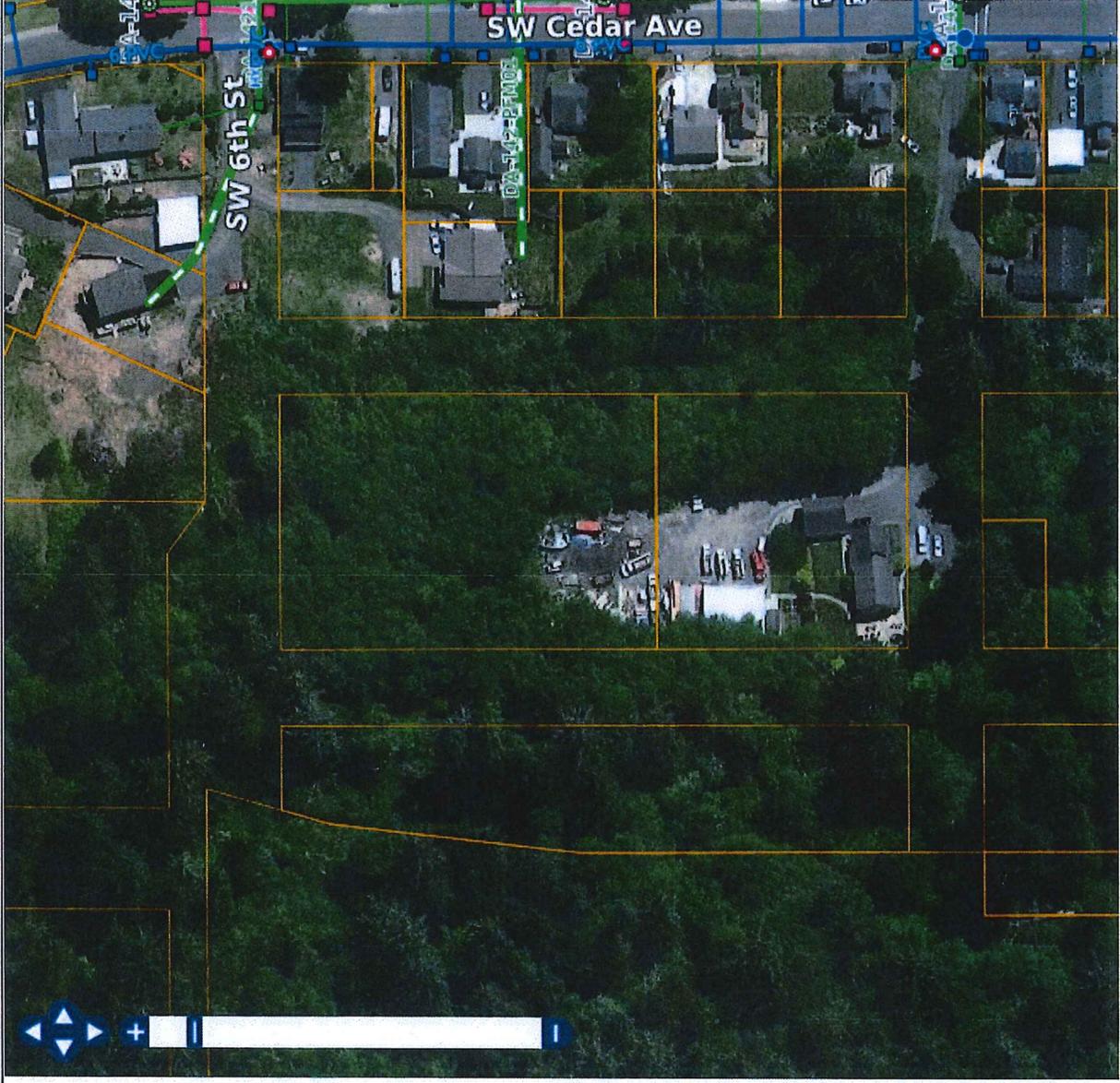
The Fire Department would not be in favor of vacating a portion of SW Date Avenue.

Display Bookmark Select Features Water Meter Search Taxlot Number :

Jump To:

Catalog

- Drawing and Markup
- Scalebars
- Warrenton Utility Data
 - Water System
 - Sewer System
 - Storm System
 - Misc Engineering
- Water Meter Usage
- Taxlots
- Transportation
- Planning and Environment
- SLIDO - Landslide Overlays
- Base Data



Mayor Balensifer stated last week he hosted a meeting with a very large group, about 35 people from NRCS, ODFW, DSL, Noah Fisheries, EPA and others from out of state, as part of a seminar series with the Portland University Hatfield School of Government. He reviewed the discussion topics, which included tsunami preparedness and the Warrenton inundation areas. He also requested to add agenda item 7-F for the WBA application, and item 7-G, Deep Sea Fisherman's application for waiver of Community Center fee. There were no objections from the Commission. Mayor Balensifer also noted Port Commissioner Stevens is here to speak during public comment.

Commissioner Newton noted Nygaard Logging is donating wood chips to put down in the dog park to help with the mud holes.

Commissioner Dyer made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

PUBLIC COMMENT (Agenda Items) – Captain Robert Stevens, liaison from the Port of Astoria to the City of Warrenton, stated he wanted to take this opportunity to introduce himself and hopes that the liaison will work for the benefit of both organizations and form a partnership to explore items of mutual interest. He stated he will attend meetings as needed. Mayor Balensifer suggested a joint meeting with the Port in the future to discuss the Waterfront Revitalization Plan.

BUSINESS



Community Development Director Skip Urling stated Rhonda and Dax Sewell have submitted a petition to vacate the northern 225 feet of SW Date Avenue, south of SW 6th Street, and is requesting to set a public hearing date of March 13, 2018. He explained the particulars of the proposed street vacation, as outlined in the agenda packet and noted there could be issues in the future, such as fire truck turn arounds. Brief discussion followed and Mayor Balensifer noted Fire Chief Demer's letter noting concerns about getting a fire apparatus down that street, and asked Mr. Urling what his recommendation is. Mr. Urling recommended not vacating the street but stated an alternative would be the right to occupy. The petitioners, Mr. & Mrs. Sewell spoke in regards to the street vacation and showed diagrams and pictures of the area in question. They noted they had not considered the license to occupy but had no objections. Brief discussion followed and it was noted there will be no additional charges for the License to Occupy. The Sewell's stated that are comfortable moving forward with a License to Occupy.

Commissioner Ackley made the motion to table indefinitely the public hearing to consider the Sewell petition to vacate a portion of SW Date Avenue, south of SW 6th Street. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

MINUTES

Warrenton City Commission
Regular Meeting – 2.13.18
Page: 2

RECEIVED
FEB 15 2018

BY: _____
CITY OF WARRENTON

License to Occupy

AN AGREEMENT, made and entered into this ____ day of _____, 2018, between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Rhonda Sue Sewell Living Trust, Rhonda Sue/Dax Lee Sewell, Trustees, hereinafter referred to as "Sewells".

WITNESSETH:

WHEREAS, the Rhonda Sue Sewell Living Trust is the owner of certain real property in Warrenton, Oregon, hereinafter referred to as the "Sewell property", and more particularly described as 609 SW Cedar Avenue, Tax Lots 81021CA03000 and 81021CA03101 in the City of Warrenton, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of public street rights-of-way adjacent to and abutting the Sewell property, hereinafter referred to as "SW Date Avenue" right-of-way", and

WHEREAS, Sewells wants to stabilize a bank on a portion of the SW Date Avenue right-of-way as it abuts the Sewell property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to Sewells and Sewells accept City's permission to occupy a portion of SW Date Avenue right-of-way as shown on the attached aerial photograph.
- 2) Sewells may have non-exclusive use of this area.
- 3) License area shall be kept clean and free of trash and debris. There shall be no loose items stored in the approved License area.
- 4) Sewell's use of the SW Date Avenue right-of-way is not "adverse" or contrary to the City in any way. Neither Sewells nor any subsequent owner of the adjacent property will acquire any prescriptive rights in the SW Date Avenue right-of-way.
- 5) City may revoke its permission for Sewells continued use of the SW Date Avenue right-of-way for any reason upon sixty days prior written notice to Sewells. Upon such notice, Sewells or subsequent owner shall, at Sewell's sole expense restore the right-of-way to a condition acceptable to the City.

"Making a difference through excellence of service"



CITY OF WARRENTON

Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission
From: April Clark
Finance Director
Date: March 27, 2017

Regarding – Consideration of Resolution No. 2517 Approving and Adopting a Supplemental Budget by making Appropriations for Municipal Purposes of the City of Warrenton for the fiscal year ending June 30, 2018

SUMMARY:

Staff is presenting a supplemental budget for your approval in order to amend the current budget to allow for additional spending authority in the Building Division Fund for increased costs in professional services.

This adjustment amends the beginning fund balance by \$23,155 from the estimated \$270,000 to the actual \$293,155 and adds spending authority in the same amount to professional services. This adjustment also transfers the contingency of \$49,909 to professional services. This increases spending authority in materials and services by \$73,064.

RECOMMENDATION:

A public notice of the supplemental budget hearing was published on March 16, 2018 and the hearing must be held and public comment taken prior to adoption of the attached resolution amending the budget. The Mayor and Commissioners will review the material and ask question from staff if necessary. The Mayor will then open the hearing and receive testimony or comments from the public. After all comments are heard, the Mayor will close the hearing. The Mayor and Commissioners then deliberate and make a decision regarding the proposed resolution.

Staff recommends the following motions:

“I move to approve Resolution No. 2517 Approving and Adopting a Supplemental Budget by making appropriations for municipal purposes of the City of Warrenton for the fiscal year ending June 30, 2018.”

ALTERNATIVE:

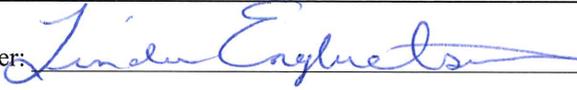
No alternative is being recommended.

7-E

FISCAL IMPACT:

This change increases the overall spending authority in the Building Division Fund by \$23,155 by amending the beginning fund balance from estimated to actual. The transfer of contingency to materials and services reduces the contingency to \$0, but the overall budgeted ending fund balance remains the same.

Approved by City Manager:



All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by **10 percent or more**.

A public hearing on a proposed supplemental budget for City of Warrenton, Clatsop, State of Oregon, for the fiscal year July 1, 2017 to June 30, 2018, will be held at Warrenton City Hall. The hearing will take place on March 27, 2018 at 6:00 pm. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget may be inspected or obtained on or after March 20, 2018 at Warrenton City Hall between the hours of 8:30 am and 5:00 pm or on the City's website at ci.warrenton.or.us

Summary of Supplemental Budget
Publish **only** those funds being modified

FUND: Building Division Fund

| Resource | Amount | Requirement | Amount |
|---------------------------|---------|------------------------|---------|
| 1. Beginning Fund Balance | 23,155 | 1. Building Department | 322,627 |
| 2. _____ | _____ | 2. Contingency | 0 |
| 3. _____ | _____ | 3. _____ | _____ |
| Total Resources | 467,969 | Total Requirements | 467,969 |

Comments:

The Beginning Fund Balance is being increased by \$23,155 to reflect actual vs. estimated beginning fund balance and increases materials and services by the same amount. This change also decreases contingency from \$49,909 to \$0 and increases materials and services by the same amount to allow for additional spending authority of \$73,064 in the Building Division Fund.

RESOLUTION NO. 2517
Introduced by All Commissioners

**APPROVING AND ADOPTING A SUPPLEMENTAL BUDGET BY
MAKING APPROPRIATIONS FOR MUNICIPAL PURPOSES OF THE CITY OF WARRENTON
FOR THE FISCAL YEAR COMMENCING JULY 1, 2017 AND ENDING JUNE 30, 2018**

WHEREAS, a local government may prepare a supplemental budget under ORS 294.471.

WHEREAS, preparing a supplemental budget does not authorize the governing body to impose additional ad valorem taxes ORS 294.471(4).

The City of Warrenton hereby does resolve as follows:

Section 1. Be it resolved that the Warrenton City Commission, for the City of Warrenton, hereby adopts the supplemental budget for the 2017-2018 fiscal year,

Section 2. This supplemental budget allows spending authority for additional professional services for inspections in the Building Division Fund by adjusting the beginning fund balance to actual and allowing for a transfer from Contingency.

Section 3. Be it resolved that the amounts for the fiscal year beginning July 1, 2017, are hereby appropriated for the purposes shown below, as follows:

| Fund/Description | Adopted Budget | Change | Amended Budget |
|----------------------------------|-----------------------|---------------|-----------------------|
| <i>Building Department Fund:</i> | | | |
| Total Resources | 444,814 | 23,155 | 467,969 |
| Building Department | 249,563 | 73,064 | 322,627 |
| Contingency | 49,909 | (49,909) | 0 |
| Ending Fund Balance | 145,342 | | 145,342 |
| Total Requirements | 444,814 | 23,155 | 467,969 |

This resolution is effective on March 27, 2018.

PASSED by the City Commission of the City of Warrenton this ____ day of _____, 2018

APPROVED by the Mayor of the City of Warrenton this ____ day of _____, 2018

Mayor

ATTEST:

Deputy City Recorder



City of Warrenton

Supplemental Budget

Building Division Fund

Public Notice: March 27, 2018

Public Hearing: March 27, 2018

Proposed Adoption: March 27, 2018

**City of Warrenton
Budget Document**

Building Division Fund 021 (423)

| Historical Data | | | Budget for Fiscal Year 7/1/2017- 6/30/2018 | | | | |
|---------------------------------------|-------------------|-------------------|--|----------------------------|------------------------------|---------------------------|---------------------------|
| Actual | | Adopted Budget | Resources and Requirements | Proposed by Budget Officer | Approved by Budget Committee | Plus: Supplemental Budget | Adopted by Governing Body |
| FYE 6/30/15 | FYE 6/30/16 | FYE 6/30/17 | | | | | |
| Resources | | | | | | | |
| \$ 164,817 | \$ 250,885 | \$ 230,000 | 300000 Beginning Fund Balance | \$ 270,000 | \$ 270,000 | \$ 23,155 | \$ 293,155 |
| 283,905 | 216,640 | 213,190 | 322100 Permits | 174,014 | 174,014 | | 174,014 |
| 310 | 223 | | 360000 Miscellaneous | | | | |
| 704 | 802 | 700 | 361000 Interest Earnings | 800 | 800 | | 800 |
| 449,736 | 468,550 | 443,890 | Total Resources | 444,814 | 444,814 | 23,155 | 467,969 |
| Requirements | | | | | | | |
| Personnel Services=Building Dept: | | | | | | | |
| 111,620 | 116,317 | 119,650 | 110000 Regular Salaries | 122,710 | 122,710 | | 122,710 |
| | | | 110001 Overtime | 1,540 | 1,540 | | 1,540 |
| 9,840 | 9,692 | 12,600 | 110002 Part-Time Regular Salaries | | | | |
| 9,113 | 9,427 | 10,117 | 141000 FICA Taxes | 9,505 | 9,505 | | 9,505 |
| 888 | 968 | 1,320 | 142000 Workers' Compensation | 1,120 | 1,120 | | 1,120 |
| 471 | 370 | 397 | 143000 Unemployment | 249 | 249 | | 249 |
| 17,677 | 19,030 | 19,527 | 144000 Retirement Contributions | 24,217 | 24,217 | | 24,217 |
| 22,737 | 25,090 | 31,801 | 145000 Health Insurance | 18,493 | 18,493 | | 18,493 |
| 216 | 176 | 158 | 146000 Life Insurance | 158 | 158 | | 158 |
| 2,941 | 4,022 | 3,261 | 199999 Personnel services overhead (.0318 FTE) | 3,308 | 3,308 | | 3,308 |
| 175,503 | 185,091 | 198,831 | Total Personnel Services | 181,300 | 181,300 | | 181,300 |
| | | 2.085 | Total Full-Time Equivalent (FTE) | 2.075 | 2.075 | | |
| Materials and Services-Building Dept: | | | | | | | |
| 1,090 | 1,101 | 1,000 | 210000 Office Supplies | 1,100 | 1,100 | | 1,100 |
| 4 | | 50 | 211000 Postage | 50 | 50 | | 50 |
| 585 | 26 | 1,000 | 223000 General Supplies/Small Tools | | | | |
| 562 | 562 | 580 | 223001 Janitorial Supplies | 580 | 580 | | 580 |
| | 26 | 250 | 310000 Printing/Advertising/Publicity | 50 | 50 | | 50 |
| 4,382 | 3,891 | 5,000 | 320000 Dues Meetings Training Travel | 5,000 | 5,000 | | 5,000 |
| 917 | 942 | 1,015 | 340000 Electricity | 1,050 | 1,050 | | 1,050 |
| 381 | 459 | 560 | 340001 Natural Gas | 595 | 595 | | 595 |
| 1,214 | 702 | 620 | 340002 Communications | 450 | 450 | | 450 |
| 64 | 84 | 105 | 340005 Water | 105 | 105 | | 105 |
| 41 | 48 | 49 | 340006 Sewer | 49 | 49 | | 49 |
| 4 | 11 | 11 | 340007 Storm Sewer | 11 | 11 | | 11 |
| 15 | 14 | 46 | 340008 Sanitation | 46 | 46 | | 46 |
| | | | 360000 Bank Fees/Credit Cards | 2,000 | 2,000 | | 2,000 |
| 519 | 451 | 800 | 362000 Gasoline/Oil/Lubricants | 800 | 800 | | 800 |
| 2 | 0 | 250 | 366000 Equipment Maintenance | 250 | 250 | | 250 |
| 8,298 | 6,841 | 50,000 | 380000 Professional Services | 50,000 | 50,000 | 73,064 | 123,064 |
| 2,420 | 2,669 | 3,800 | 380020 Computer Software Support | 3,000 | 3,000 | | 3,000 |
| 694 | 1,048 | | 380050 Non-capital equipment | 350 | 350 | | 350 |
| 2,156 | 2,929 | 2,584 | 390090 Overhead Cost (Indirect Allocation) | 2,777 | 2,777 | | 2,777 |
| 23,348 | 21,804 | 67,720 | Total Materials and Services | 68,263 | 68,263 | 73,064 | 141,327 |
| Capital Outlay-Building Dept: | | | | | | | |
| | | | 610001 Equipment | | | | |
| | | | Total Capital Outlay | | | | |
| | | | Total Building Dept. Requirements | 249,563 | 249,563 | | 322,627 |
| Not allocated: | | | | | | | |
| | | 11,310 | 800000 Contingency (20% of expenditures) | 49,909 | 49,909 | (49,909) | |
| 198,851 | 206,895 | 277,861 | Total Expenditures | 299,472 | 299,472 | 23,155 | 322,627 |
| 250,885 | 261,655 | 166,029 | 880001 Ending Fund Balance | 145,342 | 145,342 | | 145,342 |
| \$ 449,736 | \$ 468,550 | \$ 443,890 | Total Requirements | \$ 444,814 | \$ 444,814 | \$ 23,155 | \$ 467,969 |

7-F

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *Lue*
DATE: March 27, 2018
SUBJ: Adoption of 2018 Goals

SUMMARY

The Commission reviewed and discussed the attached proposed goals for FY 2018-2019 at its last meeting but put off adopting these goals until Commissioner Baldwin could participate.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt the following as Commission Goals for FY 2018-2019: 1) Community Building, 2) Visioning Update, 3) Downtown Improvements, 4) Emergency Preparedness."

ALTERNATIVE

1) None Recommended

FISCAL IMPACT

Budget Accordingly

- 1) Community Building
- 2) Visioning Update
- 3) Downtown Improvements
- 4) Emergency Preparedness

1) has to do with better communications. This included my restarting the Mayoral monthly update in the Columbia Press. It also includes an email update to be as needed or monthly. This would be used for reaching out to citizens and letting them know what we were doing in the city. Basically being proactive about tooting our horn and setting the narrative, instead of throwing the dice with the media. It seemed constant contact or mail chimp- whatever email client we select would be better and a higher priority to get started than videos of our meeting.

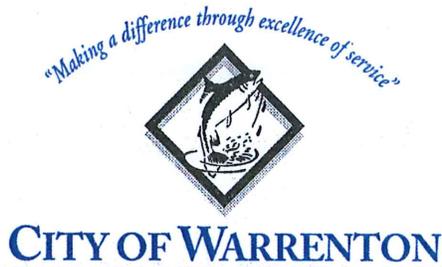
It also has to do with improving library services and encouraging departments and our volunteer boards to hold community events like movies on the lawn, breakfast with Easter bunny, in the future potentially a citizens police academy etc...

2) Basically budget for and get started on a new vision plan/update this upcoming fiscal year, the RDI economic roadmap was mentioned, but no specific spot for its use was decided. It was decided this vision plan should shape and inspire new code changes to ensure the vision is realized.

3) budget seed funding for nuisance abatement outside of the urban renewal district and have WURA fund whatever nuisance abatement within its boundaries. Stand up the task force. Also, get a new urban renewal plan for outlining downtown improvements. Continue exploring jurisdictional transfer of S Main Ave, finalizing beautification efforts and sidewalks policy

4) tsunami was initially discussed, having the go bag checklist on the website was mentioned, the discussion here turned to overall resiliency and working towards another 07 storm or levee breach preparedness first, before the insurmountable work on cascadia level work. Need to instill thru goal 1 that citizens have personal responsibility to ensure preparedness. I noted the town hall series, which would include this.

7-6



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LE*
DATE: March 27, 2018
SUBJ: Collective Bargaining Agreement – Police

SUMMARY

The Collective Bargaining Agreement between the City and the Warrenton Police Employees Local 2746-1, tentatively agreed to at mediation on February 23, 2018, is attached. The proposed agreement includes a 2% COLA effective July 1, 2017, 2.5% effective July 1, 2018 and July 1, 2019. Additional adjustments were made for uniforms, scheduling, canine pay, long-term disability insurance, and miscellaneous language updates.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the Collective Bargaining Agreement between the City of Warrenton and Warrenton Police Employees Local 2746-1."

ALTERNATIVE

None Recommended

FISCAL IMPACT

The City budgeted a 1.5% COLA for FY 2017-2018. The 2% COLA will impact budget, although we had vacant positions this year that we budgeted with full benefits. We were able to fill these positions at a lower cost, so there is savings there; however, we may need to come before you with a budget adjustment before the end of the year due to unanticipated overtime and professional service costs.

AGREEMENT

BETWEEN

**CITY OF WARRENTON, OREGON
AND
WARRENTON POLICE EMPLOYEES
LOCAL 2746-1**

**AFFILIATED WITH
COUNCIL 75
AMERICAN FEDERATION OF STATE, COUNTY
&
MUNICIPAL EMPLOYEES
AFL-CIO**

July 1, 2017 through June 30, 2020

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ARTICLE 1 – RECOGNITION AND UNION SECURITY

1.1 Unit Description. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment, as required by State statute, for all regular police department officers and the police clerk. The bargaining unit excludes the police chief, sergeant, police reserves and part-time employees except for part-time employees who work more than one thousand forty (1040) hours in twelve (12) months shall be included in the unit provided they thereafter average twenty (20) hours or more per week during each three (3) months.

1.2 Check Off. The City agrees to deduct the Union membership dues once each month from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the City by the treasurer of the Union and shall be remitted, together with an itemized statement, to the treasurer of the Union, by the 10th of the succeeding month, after such deductions are made. The Union agrees to indemnify, defend and hold harmless the City against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions in this Article.

1.3 Union Visits. The City agrees that accredited representatives of the District Council or International Union shall have reasonable access to the premises of the City to conduct Union business. Upon arrival representatives must check in with the Chief or designee. Such visits shall not interfere with the normal operations of the department. Union business shall be conducted on the employees' own time. During working hours, Union members shall not engage in solicitation for membership in the Union, hold meetings, or carry on other business activities of the Union that distracts from the normal operations or procedures of the police department. The President/Shop Steward may investigate grievances in alleging violation(s) of this Agreement on duty time with the Police Chief's approval.

ARTICLE 2 – SETTLEMENT OF DISPUTES

2.1 Grievance and Arbitration Procedures. Nothing in this article precludes the resolutions of differences on an informal basis. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employees shall discuss the grievance on an informal basis with the Chief of Police within ten (10) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved within the ten-(10) working days by decision with the Chief of Police, then the employees may submit the grievance in writing to the Chief of Police within ten (10) working days. The written grievance shall contain the following information:

- A. A statement of the grievance and the relevant facts to support it.

- B. The article and section of the Agreement which has been reached.
- C. A description as to exactly how this Agreement was breached.
- D. A statement of the remedy or resolution being sought by the employee.

Within ten (10) working days, the Chief of Police shall call a meeting with the employee and/or the Union representative to discuss and clarify the grievance, and attempt to resolve said grievance before responding in writing. The Chief of Police shall respond to the employee, giving the decision in writing within ten (10) working days.

Step 2. If the grievance remains unresolved after Step 1, the employee shall, within ten (10) working days of receipt of the written response of Step 1, submit a grievance in writing to the City Manager.

Within ten (10) working days, the City Manager shall call a meeting with the employee and the Union representative to discuss the grievance, and attempt to solve said grievance before responding in writing. The City Manager shall respond to the employee, giving the decision in writing within ten (10) working days.

Step 3: Mediation. If the grievance is still unsettled, the moving party will file for mediation, within ten (10) working days after the reply of the City Administrator or designee(s), is due, by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the ERB. The moving party will contact the ERB and request a mediator within 30 days of the City Administrator's response. Mediation will be scheduled with the mediator and must initiate within 60 days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4. If the grievance is still unsettled, either party may, within ten (10) working days after the second mediation session, by written notice to the other party, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration. The arbitration shall be limited to the issues raised in the written grievance filed by the employee or Union. The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as practical after the case is submitted to the arbitrator.

2.2 Selection of Arbitrator. The parties shall attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration, the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven (7) arbitrators with offices in Oregon or Washington. The party to strike the first arbitrator shall be determined by lot. This process shall be repeated, and the remaining person shall be the arbitrator. The parties agree to set an arbitration date within 20 days of selecting an arbiter. If the moving party fails to participate in setting an

arbitration date within such time, the matter is dismissed. The designated arbitrator shall arrange a time and place which is agreeable to both parties for a hearing.

2.3 Sharing of Expenses. Expenses for the arbitration shall be borne upon the party or parties as determined by the arbiter. Each party, however, shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available, without charge, to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

2.4 Authority of Arbitrator. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

ARTICLE 3 – DISCIPLINE AND DISCHARGE

3.1 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause. Counseling, including oral warnings or similar, even if reduced to writing are not considered to be discipline and may not be protested through the grievance procedure. Counseling can be maintained in the supervisory file and referenced for the purposes yearly evaluations or progressive discipline, and are not placed in the personnel file. Employees will be notified if counseling is placed in their supervisory file.

3.2 Probationary Employee. The provisions of this article shall not apply to employees who have not completed the probationary period of employment. This article shall not apply to any employee on probation as provided by this agreement.

3.3 Progressive Discipline. The principles of progressive discipline will generally be followed based on the totality of circumstances. Progressive discipline or corrective actions normally include the following steps: Oral warning reduced to writing (considered a counseling); written reprimand; suspension without pay; demotion; and dismissal. (Note also, Article 12, Bill of Rights)

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

3.5 Due Process. In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a. The employee and Union Representative shall be notified, in writing, of the charges or allegations that may subject them to discipline.
- b. The employee and Union Representative shall be notified, in writing, of the disciplinary sanctions being considered.
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d. The employee shall be notified, in writing, that the employee will be entitled to Union representation at the informal hearing.

ARTICLE 4 – GENERAL PROVISIONS

4.1 Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employees by the City. The City will provide at a minimum, the following list of uniforms and general equipment for each full time regular officer. The police department may provide additional equipment for an individual officer based upon his specialty assignment needs.

Uniforms

| | |
|-------------------------------------|---|
| Three short sleeve uniform shirts. | One department handgun. |
| Three long sleeve uniform shirts. | One duty belt equipped with necessary police equipment. |
| Three pairs of uniform pants. | One bullet proof vest. |
| One pair of uniform boots or shoes* | Insignia and badges for Uniforms. |
| One uniform rain coat. | One flat badge as provided. |
| One pair of rain pants. | |
| One uniform hat. | |

Reimbursement for boots will be a maximum of \$250.00. Boots or shoes will be of good quality. Boots or shoes may be re-soled at least once before replacement.

The City will provide for cleaning and maintenance of uniforms supplied. Each officer will be required to maintain said uniforms and equipment in reasonable condition based upon their use and age.

Detective Assignment Clothing Repair/Replacement: Other than usual customary wear, the City will clean or replace clothing damaged or soiled in the line of duty, not to exceed \$200 per fiscal year on a reimbursement basis subject to applicable withholding.

To the extent practicable, replacement equipment shall be generally equivalent to the standard of the equipment used as of the execution of this Agreement.

4.2 Personnel Files. Employees may review their personnel file at reasonable times during business hours and may receive a copy of the employee's personnel file at no cost to the employee.

Employees shall be required to read and sign any adverse material placed in their personnel file. Signing of such material does not necessarily indicate the employee's agreement.

Employees may provide a written response to evaluations, warnings and reprimands within ten (10) working days of signing any adverse material. All disciplinary items in an employee's personnel file shall be removed after twenty-four (24) months. However, if an employee is disciplined on a matter related to any material in the file, the original discipline shall be refreshed for the ensuing twenty-four (24) month period.

Items removed as per the preceding paragraph shall be retained by the City in a sealed historical file separate from the personnel file to be kept by the City Manager or his/her designee. This file shall be released only in the case of legal or liability reasons. Once items are removed they will not be relied upon by the city to build further disciplinary actions against the employee, unless used for impeachment or notice of rule.

4.3 Leave Request. All leave requests shall be approved or denied within seven (7) working days from the date the employee submits the request.

4.4 Ammunition. All officers shall receive one hundred fifty (150) rounds of ammunition at no cost to the employee, per quarter, to maintain qualification. This provision has no value upon separation of employment.

ARTICLE 5 – WORK WEEK AND OVERTIME

5.1 Hours of Work. The regular hours of work shall consist of one of the following. The City shall give employees at least thirty (30) days' notice if it wants to change regular working time per A or B below:

- A. Five day, eight-hour shift. The regular working time shall be five (5) consecutive work days of eight (8) hour shifts with two (2) consecutive days off including a half-hour lunch and two fifteen (15)-minute rest breaks per day. If an officer must work beyond eight (8) hours per day or forty (40) hours per week, the employee will be paid at the rate of time and one-half.
- B. Four day, ten-hour shift. The regular working time shall be four (4) consecutive work days of ten (10) hour shifts with three (3) consecutive days off including a half-hour lunch and two 15-minute rest breaks per day. If an officer must work beyond ten (10)

hours per day or forty (40) hours per week, the employee will be paid at the rate of time and one-half. For the purposes of shift rotations, an employee schedule may be adjusted to reflect a 40 hour work week with 3 days off which may not be consecutive.

5.2 Work Week. The work week is between 12:01 AM Monday to 12:00 Midnight the following Sunday.

5.3 Selection of Shifts. Subject to staffing and qualification needs as determined by the Chief, seniority shall be a preferred factor in the selection of shifts and days off, provided the officer is otherwise qualified. Shifts are determined by the following two options at the discretion of the Chief. The Department will post the yearly schedule by November 15th either for 1) a yearly shift bid or for 2) bidding days off while on rotations.

1. **Yearly Shift Bid.** Shifts shall be “re-bid” prior to January 1 of each year. All available shifts, as determined by the Chief or his/her designee, shall be posted and officers shall select their shift based on seniority. (ie: graveyards for the whole of the year).
2. **Rotations within the year:** In the event the City elects to rotate shifts, preference shall be given on the basis of seniority for days off as available on each rotation for days off (see Article 10.4). (ie: employees rotate shifts 3-4 times year (days to swing to grave...) and bid days off) A bid for days off while on a rotation schedule may also occur as a result of a vacancy.

5.4 Schedule changes to individual schedules: Due to the small size of this Department, schedule changes may be necessary to cover unexpected leaves or events. The Department will make best efforts to provide more than 5 days’ notice of individual shift changes. The 5-day period is 120 hours.

In the event more than 5 days’ notice is not provided, excluding emergency circumstances involving unforeseen events, the officer will receive overtime for the adjusted hours different from the original scheduled shift. (For example: If the employee’s shift is adjusted by two hours, the employee receives two hours of overtime and 8 hours straight time for the regularly scheduled 10 hour shift.)

“Notice”: Where notice is less than 5 days, the Department will contact individuals by phone (text/voicemail) or personal contact.

Where notice is greater than 5 days, email may be used.

The contact, if off hours, will not be considered compensable time if de minimis. Mutually, employees will make best efforts to provide advance notice of requests for time off.

5.3 Overtime. Overtime shall be paid at the rate of time and one half (1.5) of the officer’s applicable rate for hours exceeding 8 per-day or 40 per-week for a 5/8 shift or 10 per-day for a 4/10 shift.

All overtime must be approved by the Chief of Police and/or the City Manager on forms separate from the monthly time sheet. Hours of work, for the purposes of computing the threshold of reaching 40 hours worked include all paid leave such as vacation leave, sick leave, holidays, etc. Overtime will only be paid for hours worked and there will be no pyramiding of overtime.

5.4 On Call Time. No employee shall be placed on call more than four (4) hours in any one-work week, unless a bona fide emergency exists. Any scheduled on-call time beyond four (4) hours weekly will be paid at half-time pay with the officer being readily available to respond to calls for duty. All employees required to be on call shall be provided with a cell phone at City expense. Employees will not be subject to on-call on their days off.

5.5 Minimum Call-Out OR Off duty Court Appearance Pay. Any employee called back to work for a particular and individual work event on the employee's scheduled off duty time shall receive a minimum call out pay of three (3) hours at the rate of time and one half the employee's regular hourly rate. A second call out or court appearance for a different problem within the original three (3) hours will not be considered an additional call out. This section does not apply to a shift changes provided by 5.y above.

5.6 Alternate Work Schedules for Officers. With the approval of the Chief or designee, an employee may flex his/her work schedule within the work week to avoid or minimize overtime.

5.7 Shift Trading. Subject to the approval of the Chief or designee, officers may agree to trade shifts and days off. The City is not responsible for repayment of shifts nor any overtime as a result of the trade. In the case of rotating shifts, any trade of a shift shall have no effect on the officer's subsequent rotations. Following a trade, each officer shall rotate to the shift they would have if the trade had not taken place.

5.8 Scheduled Overtime. Scheduled overtime shall be offered by seniority. If an officer takes or refuses the overtime, he/she shall rotate to the bottom of the list. New hires are placed at the bottom of the list when initially qualified. Officers may remove their name from the list for any period of time. When returning after a hiatus, he/she shall be placed on the bottom of the list.

The Sergeant may work the overtime after the exhaustion of the callback list, if no employee is available, or if he/she elects not to mandate overtime. If the overtime situation requires the presence of a supervisor the provisions of this article shall be waived.

5.9 Unscheduled Overtime. The chief or designee shall schedule according to operational needs.

It is understood that the Department may mandate overtime when circumstances warrant.

5.10 Compensatory Time. Upon request of the employee, compensatory time at the rate of time and one-half shall be designated in lieu of pay for overtime. Compensatory time shall not accrue in excess of forty (40) hours. The employee may carry over into the next fiscal year up to

twenty (20) hours, with any remainder paid in the last pay period of the ending fiscal year. Compensatory time off will be administered in accordance with the Fair Labor Standards Act.

ARTICLE 6 – COMPENSATION

6.1 Wages. Employees shall be compensated in accordance with Appendix A, which are made a part of this Agreement by this reference. The salary scale will reflect steps with a differentiation of 5% between steps up to step 6.

Effective and retroactive to July 1, 2017, the later, the City will increase Step A for each classification by 2%. Steps are 5% apart. (*bargaining note: This is the only retroactive provision of the CBA*)

Effective July 1, 2018, the later, the City will increase Step A for each classification by 2.5%. Steps are 5% apart.

Effective July 1, 2019, the later, the City will increase Step A for each classification by 2.5%. Steps are 5% apart.

Effective since July 1, 2015, the salary scale includes a step 7 that is 2.5% (two and one-half percent) above step 6 applicable for officers with at least 8 years (96 months) of continuous service as a sworn officer as eligible under this Article.

Salary steps are based on yearly satisfactory performance evaluations. Denial of a step increase is grievable, however, by mutual agreement of the parties on a case by case-by-case basis, the City will allow a 90-day period for reevaluation. If the employee successfully meets expectations in the second review, the employee will be eligible for the increase for the next nine months, in efforts to maintain yearly steps.

6.2 Starting Salary. New employees will be hired at Step 1 or Step II, at the discretion of the City. For purposes of recruitment of lateral hires, the City may hire a lateral officer at a higher step on the wage scale based on the years of service as a certified police officer. For example, an officer with four years of service as a certified officer may not be hired at more than step 5.

6.3 Probationary Period and Steps. New employees will serve an 18-month probationary period and are not eligible for step increase until satisfactory completing the probationary period.

Upon successful completion of the 18-month probationary period, employees will receive the next step on the wage scale. Employees are eligible for additional steps upon their anniversary date from date of hire upon satisfactory evaluation. (*Note: An employee who successfully completes probation is eligible for an additional step at 24 months of hire.*) Employees may receive yearly evaluations regardless of step status

Employees on probation serve at the discretion of the City and may be terminated without recourse to the grievance process.

6.4 Probationary Period for Lateral Hires. Lateral hires shall serve a 12-month probation. A lateral hire must be Oregon DPSST certified or eligible for certification. In the event the employee is not DPSST certified, the employee must be certified within 180 days and probation starts after certification. The City retains discretion upon hiring for all qualifications and years of experience for the position.

Employees on probation serve at the discretion of the City and may be terminated without recourse to the grievance process.

6.5 Senior Officer Pay. Employees who have completed seven (7) years' service and who hold an advanced certificate shall receive the designation of Senior Patrol Officer and will also have five percent (5%) added to the Officer's base rate per month. Senior Officer pay does not impose any change in rank or classification from police officer.

6.6 Pay Date. The City may change the pay date with notice to the Union. The parties shall negotiate the impact of the change.

6.7 Certification Pay.

- A. All employees who possess a DPSST intermediate certificate shall receive one hundred twenty-five dollars (\$125) monthly. (\$100). Certification pay shall be added to the monthly salary. Effective July 1, 2018, the intermediate pay will be \$150 monthly.
- B. All employees who possess a DPSST advance certificate shall receive \$200 (two hundred dollars) monthly, non-accumulative to intermediate certificate pay. Certification pay shall be added to the monthly salary. *(note: see also Article 6.5)*

6.8 FTO Premium. Officers assigned as Field Training Officer (FTO) shall receive a five percent (5%) differential in pay upon his/her base wage for each shift serving as FTO. The officer shall be paid for a full shift for any assignment of more than four (4) hours. The officer must complete the FTEP class to be qualified as a FTO.

6.9 Canine Officers. The City, at the discretion of the Chief and City Manager, may utilize a police canine. The assignment of canine patrol is an assignment that may be transferred or stopped at the discretion of the Chief. An Officer assigned to the canine program is responsible for the routine care of their animal. The parties agree that at the discretion of the agency, the employee may be relieved from duty for the equivalent of 4.0 hours per work week or be assigned a full shift and receive compensation for those 4.0 hours beyond their regularly scheduled shift as adequate time for weekly care, prorated daily with shift schedules. When compensation is received, the employee may elect compensatory time off or payment.

Canine patrol duties require specialized training and experience. Officers assigned to canine patrol will receive an additional incentive of 5% base pay per pay period during the period of the assignment.

6.10 Travel, Mileage and Meals.

- A. Travel requests, for any purpose, must be approved by the employee's supervisor and the City Manager in advance of the travel. Travel shall be by the least expensive mode as feasible.
- B. Vehicle travel should be as follows:
 - 1. If a City car is available, it should be used. A gas credit card is available from the cashier.
 - 2. If a City car is not available, the employee may use his or her own car. Reimbursement will be equal to the Internal Revenue Service allowance for mileage.
 - 3. Reimbursements for lodging and subsistence shall be paid only if the amounts are not included in the conference or meeting package.
 - 4. Meals will be by IRS per diem. Breakfast per diem will be provided in cases of employees on travel status.
 - 5. Meals provided by the attended function are not reimbursed. Motel/Hotel reimbursements shall be the actual value of the accommodation and shall not exceed the conference rate. If conference rates are not available, advance approval is required from the City Manager.

The employee may request an advance to pay for lodging expenses. Upon return, the employee will turn in receipts for accommodations.

6.11 Detective Assignment: The Chief retains the discretion to assign work duties including focused work on investigations in a Detective capacity. A police officer assigned in writing to the assignment of Detective will receive the additional premium of 5% of base pay for each month of the assignment, or as prorated. This assignment does not create a new classification and the term of the assignment or removal from the assignment is at the sole discretion of the Chief of Police.

6.12 Longevity Pay. Employees' longevity pay shall be based on a percentage of the per pay-period base wage of the employee as follows:

- 1% after 15 years of continuous service (180 months)
 - 2% after 20 years of continuous service (240 months)
 - 3% after 25 years of continuous service (300 months)
- Longevity steps are not cumulative.

ARTICLE 7 – HEALTH AND WELFARE/PENSION

7.1 Insurance. The City will provide full-time employees and their dependents CIS plan HDHP-1, including Rx, herein referred to as “HDHP” plan, Dental –ODS Plan II, Ortho, Alternative Care Rider, and Vision VSP 24/24/24. The premium cost share will be that the City contributes ninety percent (90%) and the employees contribute ten percent (10%) of the aggregate premium through payroll deduction.

Orthodontia coverage is part of the current dental plan and included with the total premium.

The City will establish a Health Savings Account (HSA) for each employee and contribute in the following manner:

1. Effective January 1, 2018, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one or more dependents elected to the employee's HSA account.
2. Effective July 1, 2018, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one or more dependents elected to the employee's HSA account.
3. Effective January 1, 2019, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one or more dependents elected to the employee's HSA account.
4. Effective July 1, 2019, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one or more dependents elected to the employee's HSA account.
5. Effective January 1, 2020, The City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one or more dependents elected to the employee's HSA account.
6. Effective July 1, 2020, the City will pay a lump sum of \$750 for employee only coverage or \$1,500 for employee plus one or more dependents elected to the employee's HSA account. The parties agree that this specific HSA payment on July 1, 2020, exceeds the

term of this CBA and is the only enforceable term beyond the term of this CBA ending on July 1, 2020 excluding any statutory status quo obligations.

7. For employees hired after January 1, 2018, and during the calendar year, the City will pay the next chronological monthly lump sum payment after hire as indicated above.
8. Part-time employees. Part-time employees will receive prorated payments based on budgeted FTE hours worked except employees budgeted for .75 FTE or greater will be treated with same cost share as full-time employees.
9. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA, or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.
10. Employees may apply vacation cash outs to their independent HSA accounts, up to 80 hours maximum per fiscal year, as permitted under the limitations of Article 9.3 or apply remaining comp time balances over the 20-hour carry over per year under Article 5.10.

7.2 Life and Accidental Death and Dismemberment. The City will provide each employee with a fifty thousand dollar (\$50,000) term life insurance policy with double indemnity at no cost to the employee.

7.3 Long Term Disability. The City will make available and pay for a long-term disability insurance plan.

7.4 Retirement/PERS.

- A. **Tier I/II.** The City shall provide eligible employees with retirement coverage through the Public Employees Retirement System (PERS). Since July 1, 1998 the employer will pay the employee's portion of PERS.

The City shall report unused sick leave to PERS upon retirement for the purpose of computing the retiree's benefit consistent with PERS rules.

- B. **OPSRP.** The city shall provide eligible employees with retirement coverage through the Oregon Public Service Retirement Plan (OPSRP). The City will pay the employee's contribution to OPSRP.

7.4 Insurance Committee. The parties recognize the value to monitor and evaluate health care insurance coverage and trends as a result of the many changes to insurance benefits occurring in the current conditions. The parties agree to meet as a voluntary insurance committee quarterly to discuss insurance trends, plans, and options. The meetings can be attended by union representatives and employees, City management and executive representatives, and non-represented employees, with one of each group serving together to direct the meetings. The meetings are non-binding and informal intended to serve as

informational and as an evaluation of the conditions. The meetings should be posted 30 days in advance or as otherwise necessary. In the event the City or Union seek to adjust insurance benefits or plans as a result of these meetings, the parties will give respective notice, as under PECBA, for further inquiry for additional discussions with the Union or City or provide a request to bargain. Participation in the committee does not waive any rights under PECBA.

ARTICLE 8 – LEAVES

8.1 Sick Leave. All regular, full-time employees shall be entitled to eight (8) hours of sick leave with pay for each calendar month served, or fraction thereof. Part time employees earned sick leave prorated on budgeted FTE with a minimum of 1 hour earned for every 30 hours not to exceed the prorated accrual. Accumulation of sick leave shall be capped at one thousand two hundred sixty hours (1,260). All current employees hired prior to January 15, 2014 will be grandfathered at the previous 1,920-hour cap. Sick leave with pay is intended to cover illness or injury of the employee or illness in his or her immediate family. Sick leave will be used for any qualifying event which triggers family medical leave as described in federal or state laws in accordance with City policy.

The City may require medical certification for use of leave as allowed by applicable law or after 3 consecutive days. A doctor's certificate verifying that the employee is able to resume his or her normal work duties may be required upon a return to work from medical leave

Any employee abusing any provision of this Article may be subject to the provision of Article 3 - Discipline and Discharge.

With the approval of the City Manager, employees may donate vacation leave in excess of eighty hours (80) to other employees on an individual need basis only for the most serious of extended illness or injuries, or may donate leave as provided by City policy, subject to IRS regulations. Donated leave is only provided as needed.

8.2 Jury Duty. When an employee is acting in his/her official capacity is subpoenaed as a witness on a case involving the City, the employee shall receive regular pay. Employees called to jury duty shall receive regular pay. No overtime will be earned on jury duty. If the employee is released for the day prior to noon, the employee will return to work. The employee shall be required to transfer to the City any salary, less personal expenses, received for such duty. See Section 5.3 for Off Duty provisions.

8.3 Funeral Leave. In the event of a death in an employee's immediate family, including spouse, children, a relative living in the employee's household, parents, grandparents, sister, brother, grandchildren and in-laws, the employee shall be granted, with the approval of the City Manager, leave of absence with pay not to exceed five (5) working days. If additional time is requested, the City is willing to review the circumstances for the approval of additional time. This provision is concurrent with any benefits provided by OFLA.

8.4 Leave Without Pay. Leave without pay may be granted to any regular employee by the City Manager for any period of time up to three (3) months for personal, professional or family reasons, or for time beyond the medically certified period of temporary disability following childbirth.

All leave without pay must be requested by the employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written request shall be submitted to the employee's supervisor, and referred to the City Manager with the supervisor's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

Failure to return from any leave without pay on or after the designated date, unless approval is given by the City Manager, may, subject to due diligence to contact the employee, be considered a voluntary resignation, and may be cause for denying reemployment with the City. Employees on leave without pay may return to work early, provided notice is given to their supervisor at least five (5) regular City workdays in advance.

Holiday pay, sick leave and vacation benefits are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by applicable law or under a worker's compensation claim as provided by the CBA. The employee may elect to personally continue such coverage as provided permissible by COBRA and carrier rules.

Employees are required to use any earned but unused sick, if applicable, vacation and holiday benefits before a leave without pay is granted.

8.5 Use of Sick Leave.

Employees who are granted leave without pay for medical or disability reasons must exhaust all accrued leaves prior to commencing leave without pay. The City will make efforts to provide for reasonable accommodations that do not create an undue burden on the employer as applicable by law.

ARTICLE 9 – VACATIONS AND HOLIDAYS

9.1 Accrual. All regular, full-time employees shall accrue vacation time as listed for the following periods of continuous service. Maximum accumulation of vacation will be four hundred eighty (480) hours.

| CONTINUOUS SERVICE | MONTHLY ACCRUAL |
|---|------------------------|
| 0 through the 35 th month | 6.67 hours |
| 36 th month through the 71 st moth | 8 hours |
| 72 nd month through the 119 th month | 10 hours |
| 120 th month through the 179 th month | 12 hours |
| 180 th month through the 203 rd month | 13.34 hours |
| 204 th month through the 239 th month | 14.66 hours |
| 240 months + | 16.66 hours |

Vacations shall be requested by the employee and approved by the Chief of Police. For vacation and training requests submitted at least thirty (30) calendar days in advance, the city will respond in ten (10) working days. If no response is given to the request for vacation leave, the requested leave shall be deemed to have been granted as the employee requested. If no response is given to the request for training, the request shall be deemed to have been denied.

9.2 Vacation Scheduling. So long as all shifts are covered, the department shall allow two (2) employees off on vacation at one-time subject to approval by the Chief of Police.

Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

New employees shall not be eligible for vacation leave during their first year of employment, although vacation time shall be accrued from the beginning of employment. If, for any reason prior to the completion of one year of continuous service with the City, such employee is terminated, the employee shall receive no credit for vacation time.

9.3 Vacation Leave Cash Out. Employees may cash out up to forty hours (40) of vacation leave per fiscal year. To be eligible, the employee must have forty (40) hours scheduled for vacation leave and have a balance of eighty (80) hours vacation leave.

9.4 In-Lieu- Of Pay For Officers. Police officers shall be entitled to an equivalent amount of fourteen (14) days of holiday leave per fiscal year in lieu of the designated calendar holidays. A “day” shall be defined as the number of hours in the employee’s regularly assigned shift. This time shall be credited to the officer July 1. If the regularly assigned shift is changed during the

year, the annual conversion amount shall be adjusted on a pro rata basis. Officers hired during the fiscal year shall have the number of hours prorated based on the first full month of employment. The holiday time taken off shall be set at the discretion of the Chief of Police. Holiday time is to be used within the fiscal year earned unless work requirements prevent the employee from taking the time off. Holiday time not used within the fiscal year may be paid off in June at the city's option. If the officer is unable to use the holiday hours prior to the end of the fiscal year, he/she shall notify the Chief prior to June 1. If the Chief and the officer are unable to schedule time off prior to the end of the fiscal year, the Chief shall notify the City Manager. The officer and the City Manager shall mutually agree whether the unused holiday hours shall either be paid or carried over into the next fiscal year or any combination of options.

9.5 Holidays. The following are the regularly paid holidays for employees other than police officers:

| | |
|----------------------------------|--------------------------------------|
| New Year's Day | 1 st day of January |
| Martin Luther King Jr's Birthday | 3 rd Monday in January |
| Presidents' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 th of July |
| Labor Day | 1 st Monday in September |
| Veterans' Day | 11 th of November |
| Thanksgiving Day | 4 th Thursday in November |
| Day After Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | 24 th of December |
| Christmas Day | 25 th of December |
| 1 Personal Holiday* | |

Any holiday falling on a Saturday will be observed the preceding Friday. Any holiday falling on Sunday will be observed the following Monday.

ARTICLE 10 – SENIORITY AND LAYOFF

10.1 Seniority. Seniority means the continuous length of service since a regular employee's last date of hire. To the extent required by law governing military leaves and duty connected disability leave shall be included in length of service.

If an officer, who has been promoted to a position not in the Union, while in city service, reverts to a position s/he formerly held, the officer's seniority shall be restored in the classification to which the officer reverts, however time served in non-bargaining unit positions will not be credited to seniority.

10.2 Scheduling. Preference in vacation scheduling shall be contingent upon City's working requirements and by seniority whenever feasible. Final approval of the vacation schedule shall be subject to staffing levels. Vacation requests shall be administered under City policy.

10.3 Lay-off. In the event the City determines a layoff for any reason, officers shall be laid off in the inverse order of their seniority.

Affected employees will be advised of the layoff at least fifteen (15) working days in advance of the effective date.

10.4 Recall. Officers shall be called back from layoff in inverse order of layoff for up to two years from the date of layoff. No new officers shall be hired until all officers on layoff status have had an opportunity to return to work. In order to maintain his right to recall, an employee must register in person or by mail with the City Manager or his designee upon change of address and telephone number signifying his availability for recall. If the employee fails to notify the City and as a result the City is unable to notify an employee of a vacancy for recall, the employee shall be taken of the layoff list and shall be considered a voluntary resignation.

10.5 Return to Service. The employee shall notify the City of his/her availability to return to service upon receipt of a recall notice within five (5) working days. The employee must be able to return to service within fifteen (15) working days of the receipt of the recall notice. In the event a police department employee leaves the service of the City due to a layoff and within the next one (1) year period the City rehires said former employee in the same classification to which assigned at the time of reduction, such employee shall be placed at the step in the salary range which he or she occupied at the time of the original reduction, without a loss of seniority and his/her unused sick leave balance as of the time of layoff shall be restored.

ARTICLE 11 – WORKERS' COMPENSATION

11.1 Compensation Option. Employees receiving workers' compensation benefits have the option of the City taking from their accrued sick leave, vacation, holiday and compensatory time (in such order), payments in the amount of time that when added to the compensation benefits would approximate their regular salary. Employees electing to use us accrued leaves keep their worker's compensation payments, and the City will make payments using accrued leaves subject to applicable withholdings and subject to applicable rule or law. The intent of this section is that an employee may use his sick leave, vacation and compensatory time benefits on a pro-rated basis so that the combination of workers' compensation benefits and City benefits pays up to the employee's regular net pay inclusive of DPSST and Longevity pay. The first three (3) days of any on-the-job illness or injury shall be charged against sick leave benefits if not paid by the workers' compensation insurance carrier under its rules for coverage. Overpayment by the City may be later deducted through payroll deduction of accrued leave banks or employee may reimburse the City directly within 90 days.

11.2 City Contribution For Insurance. During the period of temporary disability, the City will continue to contribute toward the cost of health and welfare insurance, including accrual of seniority, vacation/sick leave as if the employee were working, for a period of one (1) year, subject to carrier limitations. If the employee elects COBRA coverage, the City agrees to pay

their portion of the premium and pay the COBRA administrative fee during the period set forth in this section. Employees are responsible for any premium cost shares as provided in this agreement.

11.3 Hearing Release Time. Employees scheduled for a Workers' Compensation hearing and who are in paid status shall suffer no loss of compensation.

ARTICLE 12 – EMPLOYEE BILL OF RIGHTS

All employees in the bargaining unit shall be entitled to protection of what shall hereafter be called the Employees' Bill of Rights.

The wide-ranging powers and duties given this department and its members involve them in all manners of contacts and relationships with the public and other City employees. These contacts result in many questions concerning the actions of members of the department. These questions often require immediate investigation by the employee's supervisor or his appointed internal affairs investigator. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

- A. The employees covered by this Agreement do not waive any of their constitutional or civil rights guaranteed by the federal and state constitutions and laws afforded any citizen of the United States.
- B. Prior to any investigation interview that could result in suspension or dismissal the employee shall be notified twenty-hour (24) hours in advance or at such time as written reports are required, except when in the opinion of the City a delay will jeopardize the success of the investigation or when criminal conduct is at issue. The employee shall be informed by the Chief of Police of the general nature of the investigation and whether the employee is a witness or suspect before any interview commences.
- C. Any interview shall take place in the employer police office except when impractical. The interview shall be at a reasonable time for the employee, preferably during the employee's duty time, unless the exigencies of the investigation dictate otherwise.
- D. The employee shall be afforded the right to counsel and/or union representative prior to and during the interview. After the interviewer has completed questioning of the employee, the representative may ask clarification questions to clarify previous answers or to elicit further information, may suggest additional witnesses to be interviewed, and may present additional information that may be relevant.
- E. The employee shall be entitled to reasonable rest periods.

- F. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the employee's constitutional rights. The employee shall not be subject to any abusive language.
- G. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- H. No demotion or dismissal will take place without due process.

ARTICLE 13 – SAVINGS

Should any Article, section or portion thereof in this Agreement be unlawful or held unlawful, invalid or unenforceable by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment or by the inability of the employer of the employees to perform to the terms of the Agreement such decision of said court shall apply only to the specific Article, Section or portion thereof, directly specified in said decision. Upon such declaration, the parties agree to negotiate immediately a substitute, if possible, for the invalidated Article, Section or portion thereof under the provisions of ORS 243.702.

In the event the City's risk management insurance carrier advises, in writing, that a section or portion of this agreement is invalid by operation of law or regulation, the City will provide notice to the Union. The City may be obligated by operation of law or regulation to cease the conduct and agrees to bargain the impact of such decision as provided for by obligations consistent with ORS 243.702.

ARTICLE 14 – MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its workforce is vested solely in the City and responsible department heads. The Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management. Unless otherwise expressly restricted by a specific provision of this Agreement the City shall have the sole and exclusive right, at its own discretion, to exercise the regular and customary functions of management, including, but not limited to:

- Directing the activities of the Departments and employees covered by the Agreement;
- Determining standards, levels of service and methods of operations, including subcontracting;
- Introducing, discontinuing and modifying methods of operation, processes, equipment, etc.;
- Hiring, promoting, laying off and transferring employees;

- Disciplining and discharging employees;
- Determining work schedules and assigning work;
- Promulgating and implementing policies and procedures;
- Enforcing, revising and modifying rules related to employee conduct, performance, attendance and safety. However, prior to implementing such new or revised rules the City shall send a copy of the new or revised rules to the Union; and
- Exercise any other right not specifically abridged by this Agreement.

If the City does not exercise one or more of its management's rights, such conduct shall not be deemed a waiver or abandonment of any such right(s). If the city exercises any of its reserved management right(s) in a particular manner, such conduct shall not preclude its exercise of such right(s) differently or in any other way not in conflict with a specific provision of this Agreement.

ARTICLE 15 – DURATION OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in full force and effect until the 30th day of June 2020.

This parties will initiate bargaining a successor agreement no later than March 1, 2020.

ARTICLE 16 – SIGNATURE PAGE

This agreement is signed on this _____ day of _____ 2018 by AFSCME council 75, AFSCME local 2746-1, and the City of Warrenton.

For the City

For the Union

Henry Balensifer III, Mayor

Date:

Robert Wirt, AFSCME Local Union 2746-1

Date:

Linda Engbretson, City Manager

Date:

Emily Wiant,
AFSCME Representative

Date:

APPENDIX A – WAGE SCALE

Hourly rate is based on monthly salary divided by 173.33.

For purposes of recruitment, when necessary, the City may place newly hired officers on the wage scale subject to experience and certification.

| July 1, 2017 - 2% COLA | | | | | | | |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Police Officer | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Monthly | \$3,990.44 | \$4,189.97 | \$4,399.46 | \$4,619.44 | \$4,850.41 | \$5,092.93 | \$5,220.25 |
| Hourly | \$23.02 | \$24.17 | \$25.38 | \$26.65 | \$27.98 | \$29.38 | \$30.12 |
| Property Evidence Clerk | | | | | | | |
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| Monthly | \$3,272.24 | \$3,435.85 | \$3,607.65 | \$3,788.03 | \$3,977.43 | \$4,176.30 | \$4,280.71 |
| Hourly | \$18.88 | \$19.82 | \$20.82 | \$21.86 | \$22.95 | \$24.10 | \$24.70 |
| July 1, 2018 - 2.5% COLA | | | | | | | |
| Police Officer | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Monthly | \$4,090.21 | \$4,294.72 | \$4,509.45 | \$4,734.92 | \$4,971.67 | \$5,220.25 | \$5,350.76 |
| Hourly | \$23.60 | \$24.78 | \$26.02 | \$27.32 | \$28.68 | \$30.12 | \$30.87 |
| Property Evidence Clerk | | | | | | | |
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| Monthly | \$3,354.05 | \$3,521.75 | \$3,697.84 | \$3,882.73 | \$4,076.87 | \$4,280.71 | \$4,387.73 |
| Hourly | \$19.35 | \$20.32 | \$21.34 | \$22.40 | \$23.52 | \$24.70 | \$25.32 |
| July 1, 2019 - 2.5% COLA | | | | | | | |
| Police Officer | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Monthly | \$4,192.46 | \$4,402.08 | \$4,622.19 | \$4,853.30 | \$5,095.96 | \$5,350.76 | \$5,484.53 |
| Hourly | \$24.19 | \$25.40 | \$26.67 | \$28.00 | \$29.40 | \$30.87 | \$31.64 |
| Property Evidence Clerk | | | | | | | |
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| Monthly | \$3,437.90 | \$3,609.79 | \$3,790.28 | \$3,979.80 | \$4,178.79 | \$4,387.73 | \$4,497.42 |
| Hourly | \$19.84 | \$20.83 | \$21.87 | \$22.96 | \$24.11 | \$25.32 | \$25.95 |