Agenda

Shady Cove Regular City Council Meeting

Shady Cove City Council Chamber
22451 Highway 62, Shady Cove, Oregon
Thursday, October 20, 2016
6:00 p.m.

I. Call to Order

A. Roll Call
B. Pledge of Allegiance
C. Announcements by Presiding Officer

1. This meeting is being digitally recorded.
2. The next scheduled meeting of the City Council is November 3rd at 6:00 p.m. in the Council Chamber.
3. The next meeting of the Planning Commission will be November 10th at 6:30 p.m. in the Council Chamber.

II. Public Hearing

Open Public Hearing.

Public Hearing in the Matter of a Proposed Comprehensive Plan Amendment; and the City of Shady Cove Code of Ordinances to include revisions to the Airpark Commercial Zone.

A. Read Public Hearing Opening Statement.
B. If you would like to speak before the Council, please sign the sheet on the table.
C. Jurisdiction Question.
D. Conflict of Interest.
E. Staff Comments. (Converse)
F. Proponents' Testimony/ Council Questions.
G. Opponents' Testimony/ Council Questions.
H. Final Staff Comments.
I. Close/Continue Hearing.
J. Deliberations/Discussion/Decision

III. Public Comment

The public may comment on agenda items as they come up for discussion, but before deliberation by the Council.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

IV. Presentation

None

V. Consent Calendar

A. Regular Meeting Minutes of September 15, 2016 (pg. 3-5)

VI. Written Communications

None

VII. Staff Reports

A. Bills Paid Report, September 16, 2016 – October 4, 2016; $106,976.18 (pg. 6)

B. City Administrator

C. Deputy McGrath

VIII. Unfinished Business

A. Discussion – ODOT TE Project

B. Discussion – Additional Public Works Employee

IX. New Business

A. Resolution 16-27 – Approve City Administrator Contract (pg. 7-12)

B. Discussion – Double Chip Seal Rogue Air Drive

X. Public Comment on Non-Agenda Items

Public must state name and address and standing to discuss issue. Issues must have city-wide impact and not be personal issues.

XI. Council Comments on Non-Agenda Items

XII. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

City of Shady Cove

City Council Regular Meeting Minutes

Thursday, September 15, 2016

CALL TO ORDER

Mayor Anderson called the Regular City Council Meeting to order at 6:00 p.m. in the City Council Chamber.

Council Present: Mayor Anderson, Councilor Ulrich, Councilor Burgess and Councilor Mitchell; Councilor Sanderson absent

Staff Present: Aaron Prunty, City Administrator; Bonnie Pickett, Administrative Assistant

ANNOUNCEMENTS

Mayor Anderson led the audience in the Pledge of Allegiance and made the announcements on the agenda.

CONSENT CALENDAR

Regular Meeting Minutes of September 1, 2016

Motion to Approve the Consent Calendar
Motion: Councilor Burgess Second: Councilor Mitchell
All ayes. Motion carried 4-0

STAFF REPORTS

The city administrator answered questions regarding the bills paid report. He also advised Spencer's public works training went well. Spencer was able to get hands on training with equipment he may use at the city in the future. He also was able to make valuable networking connections with other agencies while at the training.

The city administrator noted that Music in the Park will be on September 17 from 6:00 p.m. to 8:00 p.m. The band that will be performing is a bluegrass group called Siskiyou Summit.

Jackson County Sheriff – Deputy McGrath advised that the Sheriff's department has been fairly busy. Deputy McGrath also briefly discussed the new body cameras that the deputies are currently wearing.

NEW BUSINESS

A. Discussion – October 6 Council Meeting

The council agreed to cancel the October 6 council meeting.

Motion to Cancel the October 6 Council Meeting
Motion: Councilor Ulrich Second: Councilor Mitchell
All ayes. 4-0

B. Resolution to Reduce or Repeal the Water System Capital Improvement Fund
The City Administrator read the resolution in its entirety.

After some discussion the council came to an agreement on an amount of $50,000 to be transferred to the Water System Capital Improvement Fund.

Motion to Approve Resolution 16-26 Authorizing Staff to Budget for Capital Improvements for Water Systems
Motion: Councilor Burgess Second: Councilor Ulrich
All ayes. 4-0

PUBLIC COMMENTS

None.

COUNCIL COMMENTS

Councilor Ulrich stated that it's good that the council is looking out for the residents living on the east side of Highway 62 in regard to water.

Councilor Burgess apologized for the condition of the summer flags. He advised the fall flags will be going up very soon. Councilor Burgess advised Hiland water will be conducting a meeting on September 22 at 7:00 p.m. for residents on Rene Dr. and the surrounding area.

Councilor Mitchell questioned how the city handles a complaint regarding medical marijuana being grown illegally in the city.

Mayor Anderson suggested that a portion of the tourism fund be used to purchase new flags as necessary.

EXECUTIVE SESSION

The mayor recessed the regular meeting at 6:45 p.m. to Executive Session pursuant to:

A. Pursuant to ORS 192.660(2)(i) – to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

B. Pursuant to ORS 192.660(2)(a) – to consider the employment of a public officer, employee or staff member or individual agent.

C. Pursuant to ORS 192.660(2)(e) – to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

The mayor reconvened the regular meeting at 7:07 p.m.

ADJOURNMENT

There being no further business before the council, the mayor adjourned the regular meeting at 7:07 p.m.

Approved:

_____
Tom Anderson
Mayor

Attest:

_____
Aaron Prunty
City Administrator

Council Vote:

Mayor Anderson	_____
Councilor Ulrich	_____
Councilor Sanderson	_____
Councilor Burgess	_____
Councilor Mitchell	_____

Date	Check	Payee	Description	Amount
09/26/2016	42743	Postmaster	Sewer Billing	308.19
09/27/2016	42744	ACCESS	Mayors United Gala	250.00
09/27/2016	42745	Canon Financial Services, Inc.	Copier Lease & Copies 612930	364.84
09/27/2016	42746	Cantel of Medford, Inc.	Street Sign	659.00
09/27/2016	42747	CIS Trust	Life Insurance	63.96
09/27/2016	42748	Crystal Fresh	Bottled Water	19.00
09/27/2016	42749	David Christian	Radio Programming, 6 hrs.	266.95
09/27/2016	42750	David Sturgill	Utility Billing Refund	134.20
09/27/2016	42751	Jackson County Roads	Striping	26,925.35
09/27/2016	42752	Medford Fuel	Public works gasoline/diesel	121.87
09/27/2016	42753	RVCOG	Planning	3,184.30
10/04/2016	42754	Avista Corporation	Natural Gas 4941620000	19.42
10/04/2016	42755	Bonnie Pickett	Expense Reimbursement	60.93
10/04/2016	42756	CenturyLink LD	Long Distance charges 320416598	44.84
10/04/2016	42757	CenturyLink Svc.	Phone Services 314013549	726.41
10/04/2016	42758	DAS - Shared Financial Services -	ORCPP Procurement Membership	500.00
10/04/2016	42759	David Christian	Radio Programming, 6 hrs.	90.00
10/04/2016	42760	Eagle Point Hardware	Parks Materials	18.99
10/04/2016	42761	Jackson County Sheriff	Law Enforcement Services- Monthly	35,710.92
10/04/2016	42762	KAS & Associates, Inc.	Erickson & Cleveland Storm Drainage	587.88
10/04/2016	42763	Medford Fuel	Public works gasoline/diesel	90.45
10/04/2016	42764	Pacific Power	City Hall 32847641-007	1,167.30
10/04/2016	42765	Perfection Cleaning	Cleaning Services	280.00
10/04/2016	42766	Shady Cove Hardware, LLC	Maintenance Supplies	142.85
10/04/2016	42767	Southern Oregon Sanitation	aunt Caroline's Park 088094	98.50
10/04/2016	42768	Upper Rogue Excavation	Storm Drainage Kinworthy/Cleveland/Eri	35,140.03
Grand Totals:				106,976.18

City of Shady Cove

Resolution 16-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHADY COVE, OREGON APPROVING A THREE-YEAR EMPLOYMENT AGREEMENT WITH AARON PRUNTY AS THE SHADY COVE CITY ADMINISTRATOR

Whereas, Aaron Prunty was originally retained to serve as its City Administrator Pro Tem commencing October 1, 2013, and subsequently entered into a three-year agreement; and

Whereas, the City of Shady Cove and Aaron Prunty desire to memorialize a written agreement that promotes a professional relationship; and

Whereas, the City of Shady Cove and Aaron Prunty wish to continue the employment relationship, and enter into a new three-year agreement.

Now, therefore, be it resolved by the City Council of the City of Shady Cove, Oregon that the Employment Agreement between the City of Shady Cove and Aaron Prunty dated October 1, 2016 is hereby approved.

Adopted by the City Council of the City of Shady Cove this 20th day of October, 2016.

Approved:

Tom Anderson
Mayor

Attest:

Aaron Prunty
City Administrator

Council Vote:

Mayor Anderson _____
Councilor Ulrich _____
Councilor Sanderson _____
Councilor Burgess _____
Councilor Mitchell _____

EMPLOYMENT AGREEMENT
(CITY OF SHADY COVE CITY ADMINISTRATOR)

This Agreement is entered into on the 1st day of October, 2016 by and between the parties, the City of Shady Cove ("City"), an Oregon municipality, and Aaron Prunty ("Employee").

RECITALS

WHEREAS, the City and Employee desire to create an agreement which provides an inducement for the Employee to remain in employment, to establish regular process for evaluating performance, and to provide a just means for ending the employment relationship if necessary.

WHEREAS, the City and Employee desire to create a written agreement that promotes a professional relationship serving as a basis for effective communication.

NOW THEREFORE, City and Employee hereby memorialize the terms of their agreements and reduce them to writing by entering into this Agreement.

AGREEMENT

1. EMPLOYMENT.

A. City shall continue to employ Employee as its City Administrator to perform the functions and duties specified in the City Charter and to perform such other legally permissible and proper duties and functions as the City Council and Employee shall mutually agree upon as necessary to fulfill the job of City Administrator.

B. Employee is responsible to the City Council, and reports to the Mayor.

2. TERM. This agreement shall remain in full force in effect for a period of three years, from October 1, 2016 until September 30, 2019. The anniversary date for benefits and evaluation purposes shall be October 1, 2016.

3. COMPENSATION.

A. The City shall pay Employee an annual base salary of $65,000 payable in installments at the same time the other employees are paid.

B. Annual increases or bonuses will be consistent with represented employees for performance rated at least satisfactory.

C. This agreement shall be automatically amended to reflect any annual salary increases.

4. PERFORMANCE EVALUATION. The Mayor shall review and evaluate the performance of the Employee at least annually. Following the concurrence of a majority of the entire City Council, the Mayor will provide the Employee a written summary. Employee may request a formal Executive Session of the City Council to discuss his performance evaluation.

5. OUTSIDE EMPLOYMENT. This Agreement is for professional services on a full-time basis. Employee shall not engage in any other outside employment without the prior written approval of the City Council. Occasional teaching of one day seminars or professional writing does not constitute outside employment.

6. EXEMPT EMPLOYEE STATUS. The City Administrator position is supervisory and confidential within the meaning of FLSA. Employee is accordingly an FLSA exempt employee. As such, Employee will be paid a salary and not an hourly wage, and shall not be entitled to receive overtime compensation or compensatory time for providing service to the City outside of the City's business hours. Employee shall not be required to account for specific hours worked, and compensation shall not be reduced based on the quantity or quality of hours worked.

7. INCONSISTENT CITY PROVISIONS. The terms of this Agreement prevail over any inconsistent provision of the City's Personnel Policies. The Personnel Policies shall otherwise apply to the extent not inconsistent with this Agreement. The City Charter, Municipal Code of Ordinances shall prevail, however, where their terms are inconsistent with this Agreement.

8. STANDARD BENEFITS.

A. Employee shall receive the standard benefits afforded city employees in general and, likewise, shall be responsible to pay the same share of the costs of his city provided health insurance as required of the non-exempt City employees by virtue of the collective bargaining agreement. The City's personnel policies, insurance policies, and retirement plan provide more detail concerning the benefits provided but, in any event, Employee shall not receive any benefit lesser than that provided union employees per the terms of the collective bargaining agreement with the City as now in existence or as such may be amended from time to time. Employee's benefit package shall be administered in a manner not inconsistent with his FLSA exempt employee status. Employee's leave banks shall be carried forward and his initial date of hire for determining flexible benefit levels shall remain October 1, 2013.

B. Employee shall accrue vacation time at the rate of four (4) weeks per annum. Vacation accrual will be credited to the employee's amount of accrued time off. Vacation leave shall not accrue during a leave of absence without pay. Employee may only accrue a maximum of one and one-half (1 ½) times his annual accrual rate. Any accrual over the cap must be utilized within six (6) months of the excess accrual or it will be lost. No payment shall be made for vacation time lost by an employee because of accrual limitations. If the failure to take vacation was caused by the City cancelling approved vacation during a scheduled vacation period, the City will restore the lost time to Employee's vacation leave bank and grant Employee an additional six (6) months in which to utilize the excess vacation time. Compensation in lieu of use of vacation will not be allowed, except in the City Council's sole discretion.

9. ADDITIONAL BENEFITS. Employee shall also receive additional benefits as follows:

A. The City shall reimburse Employee for properly documented reasonable and necessary expenses incidental to attendance at approved training, professional seminars and meetings; pre-approval is required whenever the total costs of any single such attendance is reasonably anticipated to cost the City more than $1,000.00. Reasonable attendance at professional seminars and meetings, within budgetary restraints, is part of Employee's employment, but seminars and meetings must be scheduled to avoid conflict with essential duties.

B. The City will pay annual dues and fees for Employee's memberships in professional, civic, service and other appropriate organizations of which Employee is, or becomes, a member, subject to approval of the City Council.

C. The City shall reimburse Employee at the applicable IRS rate for use of his personal vehicle on City business. Employee shall maintain adequate and appropriate automobile liability insurance coverage so as to hold the City harmless. Employee shall use designated City vehicles for trips outside the City, or arrange other means of cost-effective transportation, whenever possible.

D. The City will provide the Employee with a $75 per month allowance for the use of his personal cell phone. In addition, at the execution of this agreement and every other year thereafter the City will help offset the cost of a new cell phone by providing an additional $60. This allowance is not considered to be a part of the Employee's base salary. This amount should be reviewed annually.

10. TERMINATION. This Agreement may be terminated at any time upon mutual agreement on such terms as the parties may agree. Otherwise, the Agreement may only be terminated as follows:

A. Termination by Employee.

Employee may terminate this Agreement voluntarily upon professionally reasonable prior written notice to the City Council. In such event, salary and benefits will continue through the last day of employment.

B. Termination by City.

With Cause. If termination by the City is with cause, the City may terminate this Agreement with or without notice. In such event, salary and benefits will continue through the last day of employment. The City shall consider the following events sufficient for termination:

- Deceit or knowing misrepresentation relating to City business. Any knowing false statement on any document relating to or submitted as part of or with an application for employment, employment benefits, or request for pay or reimbursement shall be cause for termination.

- Conviction of any felony or other crime, including misdemeanors or infractions, of moral turpitude.

- Any use of narcotics (unreported and/or unapproved) on the job or otherwise to any extent that materially impairs the Employee's performance of his duties.

- Willful malfeasance or gross negligence in the performance of his duties.

- Any material violation of any provision of this Agreement, or material failure to comply with the requirements of law in the conduct of City business, or repeated violation or major violation of City rules.

- Gross misconduct injurious to the City or other misconduct, whether off or on the job, that reflects on or affects Employee's ability to function as City Administrator, or that seriously damages the City's image or reputation.

This list is intended to be illustrative only and not all inclusive.

Without Cause. If termination by the City is without cause, the City may terminate this Agreement with or without notice. In such event, salary and benefits will continue through the last day of employment and, in addition, the City will continue to pay Employee his salary and benefits for ninety (90) days following his last day of employment as a severance package. This severance package will increase annually by 15 days on each anniversary date, October 1. Acceptance of severance pay and benefits by Employee shall constitute a conclusive waiver and release of all claims of Employee and any persons legally entitled to assert claims as a result of Employee's severance, against the City, its City Council and the City's officers, employees and agents.

11. TRANSITION. If Employee is terminated with severance benefits, resigns or retires, Employee shall assist in the transition to a new City Administrator while still employed by the City and may, on such terms as the parties may agree, provide consultation services to the City after the last day of employment. No compensation shall be due, however, for occasional consultations while severance benefits are being paid. No compensation shall be required for incidental contacts, such as telephone request information. All terminated employees are expected to cooperate with the City regarding litigation concerning matters that they had responsibility for while employed by the City.

12. BOND. Employee will apply for and obtain an appropriate fidelity or other bond. City shall bear the premium cost of any such bond. The City's general liability insurance policy may also serve this purpose.

13. INDEMNIFICATION. The City agrees to indemnify, defend and hold Employee harmless while employed or after employment, for claims made as the result of his actions taken within the scope of employment, provided such were not criminal, intentional, grossly negligent or reckless; this indemnification clause is limited to circumstances where the City's insurer will provide full coverage.

14. WAIVER OF BREACH. Waiver by either party of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of any provision.

15. AMENDMENTS. No amendment nor variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.

16. SEVERABILITY. Should any portion of this Agreement be held unenforceable or inoperative for any reason, it shall not affect any other portion of this Agreement, and the remainder shall be effective as though such ineffective portion had been originally excluded.

17. REPRESENTATION. The Employee has had at all times the right to and the availability of independent counsel of his own choosing at his expense in regard to this Agreement.

18. PARAGRAPH HEADINGS. Headings are used solely for convenience and are not to be used in construing or interpreting the Agreement.

19. GOVERNING LAW. The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation and enforcement of this agreement.

20. ENTIRE AGREEMENT. The parties agree that this Agreement represents the entire agreement between the parties, and that all prior representations, promises or statements merge with the written agreement and, unless specifically set out herein, are not enforceable.

IN WITNESS WHEREOF, the City, acting by and through the City Council, which has approved this Agreement on October 20, 2016, has caused this Agreement to be signed and executed on the 20th day of October, 2016 by the Mayor. Employee has also executed this Agreement on the 20th day of October, 2016. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

CITY OF SHADY COVE		EMPLOYEE	
_____		_____	
TOM ANDERSON, MAYOR	Date	AARON PRUNTY	Date