

MONDAY, APRIL 1, 2024 CITY COUNCIL MEETING AGENDA WORK SESSION ~ FACILITIES MASTER PLAN, 6:00PM WORK SESSION ~ COUNCIL RULES/DRAFT CHANGES, 6:30PM

REGULAR MEETING 7:00 PM

COUNCIL CHAMBERS * 33568 EAST COLUMBIA AVENUE * SCAPPOOSE, OREGON 97056

ITEM AGENDA TOPIC

Action

Call to Order Pledge of Allegiance Roll Call Approval of the Agenda

Public Comment ~ Items not on the agenda Please sign a speaker request form and turn it in to the City Recorder along with any written testimony.

1. Consent Agenda ~ March 18, 2024 Council Work Session minutes; March 18, 2024 City Council meeting minutes

2. City Council Interviews Ty Bailey William Etter Joel Haugen

New Business

- 3. Appointment of new City Councilor
- 4. Oath of Office for new Councilor Administered by City Recorder Susan Reeves
- 5. Proclamation ~ Save Soil Day
- 6. Habitat for Humanity request for land use fee waiver for 10-lot Subdivision Approval Community Development Director Laurie Oliver
- 7. Ordinance 918: Franchise with CenturyLink Public Hearing/First Reading Interim City Manager Larry Lehman
- 8. Exploring Options for Achieving 24/7/365, On Duty Law Enforcement in Scappoose City Limits Councilor Kim Holmes

Announcements – information only

- 9. Calendar
- 10. Updates: City Manager, Police Department, Councilors, and Mayor

Adjournment

PLEASE NOTE: If you would like to speak with City staff about a particular agenda item, please call City Hall at 503-543-7146, no later than 3:00 pm on the day of the meeting.

This meeting will be conducted in a handicap accessible room. If special accommodations are needed, please contact City Hall at (503) 543-7146, ext. 224 in advance. TTY 1-503-378-5938



Facilities Master Plan

City Council Work Session • 04/01/2024

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BC/

Today's Agenda

- Intro and Project Background 1
- 2 **Process Completed**
- 3 **Existing Facilities**
- **Programming Sessions** 4
- 5 Next Steps and Schedule

6 Q+A















What have we been doing?

KICK OFF IN NOVEMBER 2023 SCAPPOOSE FACILITY REVIEW CITY HALL/POLICE/COURT COMMUNITY DEVELOPMENT PUBLIC WORKS DEPARTMENT MIDDLE SCHOOL WALK THRU

PROGRAMMING WORKSHOPS

STAFF ENGAGEMENT MULTIPLE PROGRAMMING WORKSHOPS **IDEAL CITY FACILITIES PRECEDENT STUDIES** FACILITY TOURS (UPCOMING 04/24) SUSTAINABILITY & RESILIENCY

SPACE PROGRAM DRAFT QUANTIFY EACH DEPARTMENT STAFF REVIEWING ON GOING

NEXT STEPS.... DRAFT FACILITY MASTER PLAN

RESEARCH + ON-SITE ASSESSMENTS



City Hall/Police HQ/CDC



CITY HALL ADMIN & BLDG CIRCULATION - Offices - Offices -

ouncil Chambers

urt Room

- POLICE DEPARTMENT APPROX. 3,200 SF
- First floor ~1,900 sf, 2nd floor ~1,300 sf
- Small entry/waiting area, customer counters w/ glass barrier, no seats
- Offices enclosed offices on 1st floor for chief, lieutenant, city manager assistant (Isaac), 2 open workstations near front entry
- Evidence rm., armory, interview rm., elect. rm., large open storage area on 1st floor, storage under staircase
- Enclosed Patrol supervisor office, 3 open workstations, briefing area, kitchen, 9 lockers, 2 restrooms located on 2nd floor
- Outdoor patio bbq area on 2nd floor

POLICE STORAGE SHED - 150 SF

POLICE PARKING - 500 SF

- Approx. 20 standard parking spaces
- Lot size approx. 6,077 SF

- Offices enclosed offices for city manager & finance administrator, 3 open workstations
- Small entry/waiting area, customer counters w/ glass window barrier, no seats
- Copy/print room w/ upper/lower cabinetry, mail area
- Break room w/ small fridge, upper/lower cabinetry, file cabinets, post board, table w/ 4 chairs, tall standing storage cabinets, microwave, coffee machine
- Mech./elect. room w/ file cabinets
- Men's / Women's restrooms off back hallway (3 toilets in ea)
- **COUNCIL CHAMBERS 1,230 SF**
- Offices enclosed office for judge
- Raised floor seating & lower seating for council, flex seatir for attendees
- Direct entry to chambers via rear entry/vestibule
- desk for minutes taker
- Large projector screen

CITY HALL PARKING

- Approx. 23 standard + 2 ada parking spaces
- Lot size approx. 9,600 SF

COMMUNITY DEVELOPMENT CENTER - 2,070 SF

- Offices enclosed city engineer's office, 5 open workstations, multiple file storage cabinets
- Entry/waiting area, customer counter w/ glass barrier
 Conference room table w/ 12 chairs, large tv monitor, whiteboard
- Mechanical room entry in conf. rm.
- Elect. room w/ storage shelving
- 2 restrooms (men & women) off rear hallway
- Kitchenette w/ sink, dish washer, microwave, cabinetry,
- small refrigerator, coffee maker, table w/ 4 chairs

CDC PARKING & CIRCULATION

- Approx. 7 standard + 1 ada parking spaces
- Lot size approx. 3,500 SF









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Public Works Department



ADMINISTRATION BUILDING - 1.340 SF

- Offices enclosed office for director, two shared enclosed offices (3 desks in corner office, 2 desks in other)
- Front desk w/ countertops, open copy/print area
- Break room w/ fridge, upper/lower cabinetry, post board, table w/ 6 chairs, microwave, coffee machine
- Elect. room w/ file cabinets & shelving units
- Covered bbq patio at back of bldg
- 1 unisex restroom
- Employee/visitor parking in front of bldg, 4 spaces

PW WORK VEHICLE PARKING LOT

- 7 standard truck parking spaces + 1 ada space
- Lot size approx. 8,200 sf, includes parking spaces & maneuvering room

FLEET MAINTENANCE/STORAGE BLDG - 5.000 SF-

- Four vehicle repair bays w/ lift, 6 large equip. & vehicle storage bays
- Shelves/racks/locker storage along perimeter for tools,
- equipment & materials - Uniform hooks along wall
- Uniform nooks along wall
- Loft area w/ additional shelves for storage
- signage area located along wall in vehicle storage bay
- Enclosed open air room for parts storage
- Enclosed room for misc. storage
- Mezzanine #1 w/ small break space, lockers, microwave, storage cabinet, washer/dryer
- Mezzanine #2 for misc. storage
- Police department utilizes last bay for storage

COVERED OPEN AIR STORAGE - 250 SF

- Bulk fluids, tires

GENERAL LAYDOWN AREA/MISC. OUTDOOR STORAGE - APPX. 5.000 SF

SPOILS/REFUGE AREA

-BULK STORAGE AREA 500 SF

- 2 concrete block bays

PW OPERATIONS TOTAL AREA: APPROX. 50.000 SF - 1.14 ACRES

- Includes admin bldg, warehouse bldg, outdoor storage/ laydown area, refuge, parking, vehicle circulation







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GLADSTONE CIVIC CENTER



lity Programming

s programming workshops the following....

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imilar cities planning?

ht sized for Scappoose?



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Office Area Subistials								28
Circulation / Building Infrastructure							30%	8
Future Expansion							10%	2
Total Office Area								40
Warehouse Shop Subtotals								59
Circulation / Building Infrastructure							15%	2
Future Expansion							10%	1
Total Warehouse & Shop Area								24
TOTAL PROJECT AREA								65
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Circulation / Building Infrastructure							25%	
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Off-Site Parking					х			
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ty Programming

The result of the team's programming workshops is a space program document that outlines the following....

> • QUANTIFIES EACH STAFF POSITION (CURRENT & FUTURE) QUANTITY OF SPACES FOR EACH DEPARTMENT SIZE & PERFORMANCE OF EACH SPACE SITE REQUIREMENTS FOR EACH DEPARTMENT PARKING REQUIREMENTS (STAFF & VISITOR & FLEET) STORAGE REQUIREMENTS FOR EACH DEPARTMENT



RESILIENCE

A project that has the ability to resist, absorb, accommodate, and recover from the effects of a hazard in a timely and efficient manner, including through the preservation and restoration of essential basic structures and functions. (IPCC, AIA)







RESILIENT THINKING

The foresight to see how changes might affect the built environment and respond with designs that accommodate or recover from the effects of a hazardous event in a timely and efficient manner. (AIA)







GOALS QUESTIONS- PERFORMANCE

What key performance goals should be prioritized within the Facilities Plan?

What building materials and passive systems will enhance performance goals? How can state and code requirements support resilience goals?

building service life

50, 100, 150+ years

duration of livability/ passive survivability

4-6 hours, 72-hours, 7 days, 14 days

critical systems & infrastructure

emergency lighting & elevator(s), EOCs

energy efficiency

% above code, 2030 Challenge, other

1.5% for GET & renewable energy total project contract (soft + hard costs)





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GOALS QUESTIONS- RESILIENCE

Which resilient design strategies should be prioritized to manage identified risks?

Does the building need to continue operations during and immediately following an event?

adaptability

buildings ready for future uses, energy sources and technologies

passive design

buildings designed to mitigate solar heat gain and loss reducing mechanical/ active system requirements

flexibility

spaces that can serve multiple functions

redundancy

redundant infrastructure, supplies, technologies, energy sources

durability

buildings that maintain longevity and can withstand future climate risks



NEXT STEPS...

Scappoose Council Rules – SMC 2.04.010 Draft Changes, March 2024 Strike and Underline Format for Changes

2.04.010 Public Meetings

A. Definitions.

1)-"Regular meeting" and "regular council meeting" means the meetings held on the first and third Monday of each month, except holidays. Regular meeting does not include special or emergency meetings.

BA. Regular meetings of the council shall be held on the first and third Mondays of each month, except holidays. If the regular meeting of the council falls on a holiday, the meeting shall be held the next business day. Meetings shall commence at seven p.m. in the council chambers at city hall unless public notice is given of an alternate time or location. Adjournment of the meeting shall be nine p.m. unless a motion is adopted to continue.

<u>C</u>B. Scheduled council meetings may be canceled or rescheduled by the mayor upon reasonable public notice thereof.

DC. Members of the council shall advise the city manager, mayor, and/or city recorder if they will be unable to attend any meetings. Under the charter, a council position becomes vacant if the member of council is absent from meetings of the council for sixty (60) days without the consent of the council.

EDC. All meetings of the council, its commissions and committees shall be held and conducted in accordance with the Oregon Public Meetings Law. No council meeting shall be held at any place where discrimination on the basis of an individuals' race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, source of income or disability is practiced

FED. *Presiding Officer*. The mayor shall preside over all meetings. The mayor shall retain all rights and privileges of the office of the mayor as set out in the city charter when acting in this capacity. In the mayor's absence the president of the council shall preside over the meeting. The president of the council shall retain all rights and privileges of the office of the mayor as set out in the city charter when acting in this capacity. If both the mayor and the president of the council are absent from the meeting, the following procedure shall be utilized to determine who is the presiding officer:

1. The city recorder shall call the council to order and call the roll of the members.

2. Those members of council present shall elect, by majority vote, a temporary presiding officer for the meeting.

3. When drafting a quorum requirement, ensure it complies with the city charter, which should indicate what constitutes a quorum and whether the mayor counts towards the quorum requirement.

4. Should either the mayor or the president of the council arrive, the temporary presiding officer shall relinquish control of the meeting immediately upon the conclusion of the item presently being discussed.

5. The presiding officer shall retain all rights and privileges of a member of council when acting in this capacity.

GFE. Public Comment.

1. One period for public comment will be reserved for every regular meeting of the council. It shall not exceed a maximum of 30 minutes, unless a majority of councilors present vote to extend the time.

2. If a member of the public wishes to speak on an item that is scheduled for a public hearing at that same meeting, the speaker shall wait until that public hearing.

3. Speakers are limited to five minutes. Generally, the speakers will be called upon in the order in which they have signed in on the speaker's roster. Speakers shall identify themselves by their names and by city or county of residence. The presiding officer may allow additional persons to speak if they have not signed the speaker's roster and sufficient time is left in the 30_ minute period.

4. If speakers wish to bring written materials, they should bring copies for each member of council and the city recorder. Speakers may play electronic audio or visual material during the time permitted for their comment. Speakers may utilize city-provided audio or visual equipment located in the council chambers as a part of their comment, but must provide the materials in a readable format to city staff prior to the meeting so that it may be installed on the city's equipment to avoid a delay or disruption of the meeting.

5. Council may adopt by a simple majority vote a longer public comment period and different limitations on speakers time an a meeting-by-meeting basis.

HGF. Special Meetings. Special meetings may be called by the presiding officer or by request of three members of the council. The City Manager, Mayor or designee will coordinate the time and place of the meeting. Notice of the special meeting shall be given to each member of the council, the city manager, and each local newspaper, and radio and television station which has on file a written request for notice of special meetings. Notice of the special meeting shall be given to all members of the council and the city manager via telephone and email. Special meetings shall be noticed at least 24 hours prior to the meeting taking place.

IHG. *Emergency meetings*. Emergency meetings may be called by the presiding officer or by the request of three members of council. The City Manager, Mayor or designee will coordinate the time and place of the meeting. Notice of the emergency meeting shall be given to each member of the council, the city manager, and each local newspaper, and radio and television station which has on file a written request for notice of special meetings. Notice of the emergency meeting shall be given to all members of council and the city manager via telephone and email.

Emergency meetings are those meetings called with less than 24 hours' notice and the council shall identify why the meeting could not be delayed 24 hours immediately after calling the meeting to order. The minutes for any emergency meeting shall specifically identify why the meeting constituted an emergency and was necessary.

Notice of an emergency meeting shall be appropriate to the circumstances.

IH. *Executive Sessions*. Executive sessions may be called by the presiding officer or by the request of three members of council. The City Manager, Mayor or designee will coordinate the time and place of the meeting. Only members of the council, the city manager and persons specifically invited by the city manager or the council shall be allowed to attend executive sessions. Representatives of recognized news media may attend executive sessions, other than those sessions during which the council conducts deliberations with persons designated to carry on labor negotiations, or where the matter involves litigation and the news media is a party to the litigation.

K.H. Work Sessions. Work sessions are permitted to present information to the council so that the council is prepared for regular or special meetings. All work sessions are subject to Oregon's public meetings law and must be noticed accordingly. Work sessions are intended to allow for preliminary discussions, and the council is not permitted to take formal or final action on any matter at a work session. Work sessions are to be scheduled by the city manager. The city manager is to invite any relevant staff to work sessions so that the sessions are as productive as possible. (Ord. 897, 2021; Ord. 701, 2001)

LK. Training sessions may be held outside of the city's jurisdictional limits, provided no deliberations toward a decision are made. Interjurisdictional meetings may be held outside of the city's jurisdictional limits, but should be held as close as practical to the city, and such meetings shall be located within the jurisdictional boundaries of the other government entity.

ML. Order of Business. The order of business for all regular meetings shall be as follows, however when it appears to be in the best interest of the public, the order of business may be changed for any single meeting by a majority vote:

1. Call to order;

2. Flag salutePledge of Allegiance;

_____3.

3. Roll call;

4. Approval of the Agenda

11. Public comment on items not on agenda;

6. Consent agenda;

3. Announcements/pProclamations;

4. Reports of boards, commissions, committees, elected officials and city employees;

5. Public comment on items on the agenda (other than comment for public hearing);

6. Consent agenda;

7. Items removed moved from the consent agenda to the meeting;

8. Ordinances and resolutionsOld Business;

9. Public hearingsNew Business;

<u>10. Appointments;</u>

11. Public comment on items not on agenda;

4. Reports of boards, commissions, committees, elected officials and city employees;

12. Calendar

13. Updates from the City Manager, Police Department, Councilors and Mayor

14. Adjournment.

2.04.020 Quorum.

A. A majority of the <u>seated members of seven members of the council, as defined by the charter</u>, shall constitute a quorum required to meet and conduct business of the <u>councilCity</u>. <u>Vacancies in</u> <u>office do not count towards determining a quorum</u>.

B. In order to cause a quorum to exist, the mayor or council, without a quorum, may direct the police chief or designee to find and request or cause the attendance of an absent councilor, or may adjourn the meeting. (Ord. 701, 2001)

2.04.030 Voting.

A. Unless otherwise required by the Charter or this chapter, the affirmative vote of a majority of council present shall prevail in the adoption of any proposal before the council.

B. *Conflicts of Interest.* In the event of a potential conflict, councilors shall contact the Oregon Government Ethics Commission (OGEC) and get a determination, if deemed a<u>n actual</u> conflict, the councilor shall not vote. If it's deemed a potential conflict of interest, the councilor shall disclose that information.

C. Voting shall be by voice vote. A roll call vote shall be evoked upon request of a councilor. <u>All votes shall be recorded in the minutes.</u>

D. Council shall vote on any issue of substance, that is not specifically excluded by ordinance or rule, which may concern the direction of the City Manager or City Attorney, encumbrance of funds, changes in policy, political positions on any matter, or any other matter that council may consider substantiative.

E. *Suspension of Rules*. A <u>unanimous-majority</u> vote of all members of the council present shall be required to suspend or rescind a rule contained in these rules of procedure, however, rules in this chapter which also appear in the city's charter shall not be suspended or rescinded.-(Ord. 897, 2021; Ord. 701, 2001)

F. Tie votes shall indicate a denial of thea proposal. If the tie is a matter that has been appealed from a lower city body or commission, a tie shall render the lower body's decision approved..

2.04.040 Ethics, Decorum, Outside Statements, Conflicts.

A. *Ethics*. All members of the council shall review and observe the requirements of state ethics law. In addition to complying with state ethics law, all members of the council shall refrain from:

1. Disclosing confidential information.

2. Taking action which benefits special interest groups or persons at the expense of the city as a whole.

3. If taking a position that has not been adopted by the Council, they shall disclose that this is their personal opinion and not the position of Council.

B. Decorum.

1. The presiding officer shall preserve decorum during meetings.

2. Members of the city staff and all other persons attending meetings shall observe the council's rules of proceedings and adhere to the same standards of decorum as members of council.

C. Statements to the Media and Other Organizations.

1. *Representing City.* If a member of the council appears as a representative of the city before another governmental agency, the media or an organization to give a statement on an issue, the member may only state the official position of the city, as approved by a majority of the council.

2. *Personal Opinions*. If a member of the council appears in their personal capacity before another governmental agency, the media or an organization to give a statement on an issue, the member must state they are expressing their own opinion and not that of the city before giving their statement. (Ord. 897, 2021)

D. Conflicts.

1. Definition. An actual conflict of interest exists where an action by a council member would have a private pecuniary benefit or detriment to that council member, the council member's relative, or a business with which the council member or the council member's relative is associated. A potential conflict of interest exists where an action by a council member could have a private pecuniary benefit or detriment to that council member, the council member's relative, or a business with which the council member or the council member's relative, or a business with which the council member or the council member's relative, or a business with which the council member or the council member's relative.

2. Actual Conflict. Where an actual conflict of interest exists, the council member shall publicly announce the conflict at each meeting on the matter and shall refrain from deliberating or taking any actions on the matter as a council member, including voting.

3. *Potential Conflict.* Where a potential conflict of interest exists, the council member shall publicly announce the appearance of a conflict at each meeting on the matter. The council member may refrain from deliberating or taking any actions on the matter as a council member, but is not required to do so.

2.04.050 Councilor authority and delegation.

A. Councilors shall have authority only to act as part of the council and shall not have individual authority to bind the city or direct the actions of city officers or employees.

B. Notwithstanding paragraph (\underline{A}) above, the council may delegate specific duties or functions to a councilor(s) in which case such councilor(s) shall have such authority as has been expressly delegated by the council but shall not have the authority to bind Council as a whole. (Ord. 897, 2021; Ord. 701, 2001)

2.04.060 Requests for staff assistance.

A. All members of the council shall respect the separation between the council's role and the City's Manager's responsibility by:

1. Not interfering with the day-to-day administration of city business, which is the responsibility of the City Manager.

2. Refraining from actions that would undermine the authority of the City Manager or a department head.

3. Requests to staff for information, questions or research should <u>always</u> be <u>directed to</u> <u>the City Manager, to the maxmimum extent possible, and should be</u> made during council meetings to the extent possible so that council may determine priority.

<u>B.</u> Questions from individual members of the council requiring significant time or resources (two hours or more) shall normally require approval of the council. Members of the council shall normally share any information obtained from staff with the entire council. (Ord. 897, 2021)

2.04.070 Compliance with council rules.

A. Violations of this chapter or any other City ordinances, the City Charter, or State laws applicable to the governing body by any councilor shall be brought to the attention of the mayor. Upon such notification, the mayor shall attempt to resolve the matter and prevent future violation by contact with the offending councilor. In the event such resolution or prevention fails, the mayor shall place the matter on the council agenda for consideration and action by the full council.

B. A councilor found by the council to have violated this chapter may be publicly reprimanded by the council. (Ord. 897, 2021; Ord. 701, 2001)

C. Censure

1. The Council may enforce these rules and ensure compliance with city ordinances, charter and state laws applicable to governing bodies. If a Councilmember violates these rules, city ordinances, the city charter or state laws applicable to governing bodies, the Council may take action to protect the integrity of the Council and discipline the member with a public reprimand.

2. The Council may investigate the actions of any Councilmember and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, city ordinance, the city charter or state laws applicable to governing bodies has occurred. Sufficient notice must be given to the affected member to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).

2.04.080 Appointments.

A. Appointments of City staff.

1. The council appoints and can remove those positions identified in the city's charter. All appointments require a majority vote of the entire council.

2. *Reviews*. Any person appointed by the council shall be subject to an annual review by the council.

<u>3. *Removals*</u>. All appointed persons may be removed by a majority vote of the entire council.

<u>4. Interference</u>. If the council appoints a municipal judge, the council may meet with the judge, but in no instance shall the council be permitted to interfere with the judge's exercise of judicial authority or discretion.

<u>BA.</u> Appointments of members to boards, commissions, committees, and/or other vacant elective or appointive positions.

<u>1. Unless otherwise mandated by state law.</u> Appointments to city commissions and committees shall be made by the mayor with consent of the council. The mayor may enlist the assistance of other councilors, commissioners or staff members in the appointment process.

<u>2</u>B. <u>Unless otherwise mandated by state law, a</u>All vacancies in elective or appointive positions to be filled by the mayor or council shall be announced publicly and nominees for such appointments shall be solicited by providing reasonable notice to the public of the vacancy and the process by which it will be filled. The city manager or designee shall maintain and disseminate forms by which interested persons may apply for appointment.

<u>3</u>C. An appointee to a committee or commission may be removed by the city council, following the process outline in section 2.04.110 of this Title. (Ord. 905, 2022; Ord. 701, 2001)

2.04.090 Ordinances and resolutions.

A. For rules and procedures relating to land use hearings, please refer to Scappoose Municipal Code TitleChapter 17 – Land Use and Development.

<u>A.</u> Ordinances and resolutions adopted by the council shall be signed by the mayor and attested by the city manager or city recorder prior to the next regular council meeting. Ordinances shall reflect dates of introduction <u>(if any)</u>, readings, <u>and passage</u>, <u>and effectivenesseffective date</u>.

B. No ordinance shall relate to more than one subject, which shall be clearly expressed in its title, and no ordinance, or section thereof, shall be amended or repealed unless the new ordinance contains the title of the ordinance or section amended or repealed. The text of a proposed ordinance shall be posted and available to the public on the City's website at least six days in advance of each meeting at which the ordinance will be read or considered pursuant to this section. Any substantive amendment to a proposed ordinance mustmay be read aloud or must be made available in writing to the public before the council adopts the ordinance at that meeting.

<u>CB</u>. Councilors may request of the mayor that an ordinance or resolution be prepared and placed on the council agenda by the city manager. If such request is denied by the mayor, the councilor may prepare such ordinance or resolution for introduction as new business at a regularly scheduled city council meeting.

<u>D</u>C. Each ordinance shall be read <u>by title</u> twice at two different meetings <u>at least</u> <u>six days apart</u> unless the council determines by unanimous vote of all councilors and the mayor present at the meeting, to enact the ordinance immediately based upon emergency conditions. <u>Options for moving an ordinance through the adoption process include:</u>

<u>ab</u>. The ordinance be referred to committee for review and recommendation;

<u>be</u>. The ordinance be referred to the city manager or staff for further revision or to address a substantive amendment;

cd. The ordinance be passed to a second reading, in whole or in part; or

de. The ordinance be rejected in whole or in part.

<u>2. In such situationsUpon emergency conditions</u>, after the first reading the ordinance shall be read again and placed on final passage at the same meeting. An ordinance shall be read by title only unless a majority of the council present votes to have the first reading of the ordinance read in its entirety. An emergency ordinance shall require the unanimous vote of all members present.

E.D2. Each Resolution requires only a single reading by title prior to passage, but can be passed to a second meeting if needed. After introduction, Options for moving an ordinance through the adoption process includeT:

a. Requesting a public hearing on the resoluition be held;

b. Refer tThe resolution be referred to committee for review and recommendation;

c. Refer-Tthe resolution be referred to the city manager or staff for further revision;

d. Pass-Tthe resolution be passed in whole or in part; or

e. Reject Tthe resolution be rejected in whole or in part.

 \underline{FD} . Copies of ordinances and resolutions included on a council agenda shall be made available to the public for inspection at city hall, and or online, upon agenda distribution.

<u>GE</u>. All positions or endorsements on, or of local or statewide ballot measures shall be by resolution prepared by council.

H. Effective Dates.

<u>1. A resolution shall become effective upon adoption unless otherwise stated in the resolution.</u>

2. The following shall take effect immediately upon its passage:

a. Ordinances making appropriations and the annual tax levy;

b. Ordinances relative to local improvements and assessments; and

c. Emergency ordinances.

3. All other ordinances shall take effect 30 days after passage unless a later date is fixed on the ordinance or council deems it advisable, in which event it shall take effect at the later date.

<u>4. The filing of a referendum petition shall suspend the effective date of an ordinance. (Ord. 876, 2018; Ord. 701, 2001)</u>

I. Public Hearings.

1. Public hearings on non-land use issues shall proceed as follows:

a. Public Hearings shall be held on each matter required by State law or City policy. Ordinances coming before Council require at least one Public Hearing. The Presiding Officer shall preside over the hearing, announce the purpose and type of hearing and summarize the guidelines for the conduct of the hearing.

<u>b. Open Public Hearing – The Presiding Officer shall declare the hearing open</u> and announce the type of hearing and the guidelines for the hearing.

c. Call for Abstentions – The Presiding Officer shall call for abstentions from the Council. No Councilmember shall participate in discussion or vote on a matter in which the Councilmember has a direct personal or pecuniary interest. If a Councilmember announces an abstention, the Councilmember shall identify the reason(s) for abstaining and shall not participate in discussion or vote on the latter.

d. Challenge/Disqualification – Any Councilmember whose participation has been challenged has the right to participate and may make statement in response to the challenge. Such challenge must be made prior to the commencement of the Public Hearing and shall be incorporated into the record of the hearing.

e. Objections to Jurisdiction – The Presiding Officer shall inquire if there are objections to the jurisdiction of the Council to hear the matter, and if such objections are received, conduct further inquiry if necessary to determine the question. The Presiding Officer shall terminate the hearing if the inquiry results in substantial evidence the Council lacks jurisdiction or the procedural requirements are not met.

<u>f. Staff Report and Recommendation – The Presiding Officer shall call forth the</u> <u>City Manager or City staff to present the staff report. All staff reports to the City</u> <u>Council shall contain the following information:</u>

INTRODUCTORY HEADINGS:

(1) Date submitted

(2) Agenda Date Requested
(3) Project Team
(4) Subject and/or Report Title
(5) Type of action requested
(6) and in the body of the report:

- ISSUE STATEMENT:

- ANALYSIS - discussion and/or background:

- FISCAL IMPACT - negative, positive or neutral, and discussion/analysis as appropriate:

- STAFF RECOMMENDATION:

- SUGGESTED MOTION - as appropriate

g. Testimony – Members of the audience may present oral testimony on the matters scheduled for Public Hearing. The Presiding Officer will call forth members of the audience who have signed-in prior to the meeting to present testimony. Testimony will be limited to three (3) minutes, unless the Presiding Officer grants additional time. The Presiding Officer may further limit testimony if a speaker persists in being threatening and disorderly, or abusive, following a warning to that effect from the Presiding Officer. Upon being recognized by the Presiding Officer, any member of the Council or the City staff may ask questions of any speaker. Upon closure of the hearing, no further testimony will be allowed.

<u>h. Attorney Representation – Any person attending a hearing has the right to be</u> represented by an attorney.

<u>i. Closing of Hearing/Council Deliberation – The Presiding Officer shall close the hearing or continue it to a date and time certain for presentation of further evidence or argument. Upon closing the hearing, the Council may deliberate on the matter immediately, or may deliberate on the matter at a later time. During deliberations, the Council may request advice from the City Manager or City staff as to the consequences and implications of the proposal or alternatives thereto based upon the facts presented during the hearing.</u>

j. Reopening of Hearing – If it appears that substantial new factual material is necessary to reach a decision on the matter, the Council may, by majority vote, order the hearing reopened or refer the matter to the Planning Commission for further development of the record. Reopening of a hearing is subject to public notice requirements.

2.04.100 Council agenda.

A. An agenda for each <u>regular</u> council meeting shall be prepared by the city manager and approved by the mayor, and, if requested by the presiding officer, for every special meeting. Councilors may request of the mayor that specific items be placed on an agenda at least one week prior to the meeting, or may raise matters for council consideration as new business. Matters introduced as new business, which are not itemized as agenda items shall, unless emergency conditions exist, and upon majority vote of the council, be deferred to the next regular or special meeting as an agenda item or addressed at time of introduction under the "emergency" conditions previously noted. Emergency meetings need not have an agenda, but may have an agenda if time an circumstance permits.

B. The city manager may remove any items on the consent agenda, any item of old business, any resolution, or any ordinance placed for first reading from the agenda at any time prior to the time the meeting is convened. The presiding officer shall announce such removal under announcements/-proclamations. Any item removed by the city manager may be placed back on the agenda at the request of three or more councilors.

B. The council agenda shall include the flag salute, roll call, communications from the public on non agenda items, new business, old business, staff reports and other agenda categories as directed by the mayor or council. If prepared, meeting minutes from prior meetings will be approved.

C. Each agenda shall include the time, date and place of the meeting and a brief description of the ordinances, resolutions or other matters to be considered. (Ord. 897, 2021; Ord. 701, 2001)

D. Agenda's will be distributed no less than three (3) days prior to meetings.

2.04.110 Committees.

A. The mayor or council may establish by resolution ad hoc or standing committees to perform specified research, or investigatory and advisory functions.

B. Appointments to such committees shall be as provided in Section 2.04.080, B of this chapter.

C. Complaint Procedure and Removal of Members.

1. When written complaints from standing or ad hoc Committees are received by Council or city staff, the following procedure shall be observed:

a. Upon receipt of a complaint, meetings of the committee from which the complaint was received shall <u>continue uninterrupted until the resolution of the complaint</u>, <u>unless Council deems that the purpose of such committee's meetings would be</u> <u>impractical or impossible to achieve until the complaint is resolved</u>. be suspended until resolution of the complaint; this does not apply to Planning Commission or to matters of removal of members for attendance issues. A notice to the complainant and the respondent that a complaint has been filed shall be issued via email and certified mail.

b. All complaints shall be reviewed and responded to by the Mayor, or their City Council designee, within 30 calendar days of receipt. Response shall be in writing via email and certified mail to the complainant and the respondent. Responses shall detail the facts as they are known; and the next steps, which shall be no action, discipline, recommendation for removal, or further recommended actionsation for Mediation or Hearing by the reviewer, as determined in the discretion of the Mayor or their City Council designee. If the Mayor or their City Council designee determines that further actions are recommended, he or she may recommend alternate dispute resolution between the parties named in the complaint, with the Mayor or their City Council designee acting as mediator, or a hearing before City Council to collect further facts and hear further arguments. Following the completion of any further actions, the Mayor or their City Council designee shall make a final recommendation for no action, discipline, or removal.

This complaint process may not apply to all complaints; recommendations for removal due to attendance issues may be heard immediately by City Council at either a Regular Council Meeting or a Special Council Meeting.

c. One course of action shall be a mediation between the parties named in the complaint. The mediator shall be the Mayor, or their City Council designee. Mediation shall be attended by the Committee Recording Secretary, and mediation may be held virtually or in-person. Mediation shall be scheduled no later than 30 calendar days after receipt of a complaint and must occur no later than 45 calendar days after the receipt of a complaint. Notice of Mediation shall be sent via the process in clause b. above. Mediation does not preclude a Hearing.

d. A second course of action shall be a Hearing in front of City Council. Hearings shall be held in a public forum. Hearings shall be noticed as in clause b. above. Hearings shall be held like a Hearing in Rem:

I. A Special Meeting of City Council shall be called for the sole purpose of the Hearing.

II. During the hearing a statement of the facts as Council knows them based on the complaint, and any responses, shall be made.

III. Each party shall have 15 minutes total to make a statement to Council, and each party shall have the opportunity to reserve up to 5 minutes of their time for response to the other parties' statements.

IV. After each party has made their statements and rebuttals, if applicable, Council shall deliberate and decide on any disciplinary action and make a motion to such effect. Disciplinary action can include removal of a member. <u>ce</u>. Upon recurrence of a complaint of the same or similar nature, and after the initial complaint process has been completed <u>as described above</u>, Council shall consider a recommendation for removal via a Hearing for Removal as described in section 2) below.

2. The process for a Hearing for Removal shall be the same as the Hearing in Rema regular City Council hearing described in Section 1)d.I. through 1)d.IV. above; parties shall be noticed as in clause 1)b. above.

ar_-No member of a committee shall be removed without the opportunity to be heard during a Hearing or Council Meeting. Motions to remove a member require a motion and vote via Council's standard operating procedures, and, if successful, shall take effect immediately.

<u>3. Notwithstanding anything to the contrary in this Section, —Committee Members with</u> <u>attendance issues as described in Committee Bylaws may be heard immediately by City Council</u> <u>at either a Regular Council Meeting or a Special Council Meetingshall be considered for removal</u> <u>via the process in Section 1) above. This consideration may occur at a special meeting as</u> <u>described in this section or at a Regular Council Meeting, but must take place within 45 calendar</u> <u>days of a recommendation for removal being presented to Council. (Ord. 905, 2022; Ord. 701,</u> <u>2001)</u>

b. Committee Members with attendance issues as described in Committee Bylaws shall be considered for removal via the process in Section 1) above. This consideration may occur at a special meeting as described in this section or at a Regular Council Meeting, but must take place within 45 calendar days of a recommendation for removal being presented to Council. (Ord. 905, 2022; Ord. 701, 2001)

2.04.120 Vacancies in elective office.

A. Vacancies in the position of mayor or councilor shall be declared by the council in accordance with the Charter and only for reasons specified in the Charter. The council shall be the sole judge of the qualifications of its members.

B. Declaration of a vacancy shall occur at the council meeting following any of the occurrences for which a vacancy may be declared.

C. Prior to determining a vacancy, the council may conduct a hearing to receive evidence of the existence of a reason to declare such vacancy. The incumbent shall be entitled to appear and rebut such evidence.

D. Any vacancy shall be declared by resolution of the council, which shall include findings of fact, and conclusions of law in support thereof.

E. Appointments to fill a vacancy in the position of mayor or a council position shall be made by the council in accordance with Section 2.04.080(B). (Ord. 701, 2001)

2.04.130 Council officers.

A. At its first regular meeting of each odd-numbered year, the council shall by majority vote select a council president who shall preside over council meetings and exercise other mayoral responsibilities in absence or incapacity of the mayor. In the absence or incapacity of both the mayor and council president, the council may select an acting council president who shall have the above duties during such absence or incapacity.

B. A council president or acting council president may be removed by a vote of two-thirds of the entire council. (Ord. 701, 2001)

2.04.140 Minutes.

A. The City meets its statutory obligation by recording Council meetings and making the video available to the public. Written minutes shall be prepared as soon as reasonably possible and include the following:

1. All members of the council present;

2. All motions, proposals, resolutions, orders, ordinances and rules proposed and their dispositions;

3. The results of all votes, and the vote of each councilor; and

4. The substance of any discussion on any matter:

5. The date, time, and place of the meeting; and

6. A reference to any document discussed at the meeting.

B. Minutes of executive sessions shall be limited consistent with ORS 192.660.

C. The written minutes and video shall be available to the public for inspection at city hall upon agenda distribution and shall be maintained as a permanent record of the actions of the council by the city recorder.

D. The council shall approve all minutes of any council meeting. All minutes shall be approved within ninety days of the meeting having occurred. The draft minutes shall be submitted to the council as part of the council's packet prior to the meeting where they will be discussed. Any member of the council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes. (Ord. 897, 2021; Ord. 701, 2001)

2.04.150 Reconsideration.

A. When a matter has been adopted or defeated, any councilor voting on the prevailing side may move for reconsideration of the matter.

B. Notice of the intention to move for reconsideration of an ordinance or resolution must be given orally by the councilor who intends to make the motion prior to adjournment on the same day on which the vote was taken. Notice of the intention to move for reconsideration of other matters should be made to the presiding officer prior to or at the next meeting.

C. Motions to reconsider shall be made and voted on not later than the next regular meeting after the meeting on which the vote to be reconsidered was taken. The motion for reconsideration has precedence over any other motion. (Ord. 701, 2001)

2.04.160 Proclamations.

A. All proclamations approved by the mayor may be read by title only before the council at a regularly scheduled council meeting.

B. Any proclamation read before the council by the mayor shall not require a vote of the council.

C. No proclamation may encumber the city financially or conflict with any existing ordinance, resolution, state law, federal law, regulation or administrative rule. (Ord. 897, 2021; Ord. 701, 2001)

2.04.170 Miscellaneous.

A. Any procedural matter not covered by the Charter or by a rule adopted by the council shall be resolved by a majority vote of Council. The council may by a positive vote of five members authorize the suspension of any rule adopted by the council. (Ord. 897, 2021; Ord. 701, 2001)

2.04.180 Amendment & Repeal.

A. *Amendment*. These rules of procedure are subject to amendment by the council in accordance with the rules noted herein.

1. Any proposed amendment to these rules shall be noted on an agenda for a regular meeting, wherein the same shall be discussed, and open for comment by the public.

2. All amendments to these rules requires a majority vote.

3. Amended rules shall not go into effect until the meeting after the rule was approved.

B. *Repeal.* These rules of procedure are subject to repeal and replacement by the council in accordance with the rules noted herein.

1. Any proposed repeal of these rules shall be accompanied by a proposed replacement.

2. Any proposed repeal and replacement of these rules shall be noted on an agenda for a regular meeting, wherein the same shall be discussed, and open for comment by the public.

3. Any repeal and replacement of these rules requires a majority vote.

4. Any repeal and replacement of these rules shall not go into effect until 30 days after the replacement rule was approved.

Council Rules on Ties - Research into options March 18, 2024; Isaac Butman, Assistant to City Manager

Rule

City or Guidance

City or Guidance	Rule	Link
Robert's Rules of Order on Ties (generally)	If a tie vote occurs, motion fails. A motion to reconsider can be made, but must be made on the same day the original motion failed. A motion to reconsider can only be made by one on the prevailing side (in the case of a tie, someone who voted against the motion), it can be seconded by anyone. It can be made at any time during the meeting or after the meeting. The motion requires a majority vote, and a motion to reconsider cannot be repeated except by general consent.	
Scappoose	No guidance - default to Robert's Rules of Order (see above)	
City of Salem	Tie vote indicates the proposal is lost. If tie is on the appeal of a quasi-judicial matter, a tie affirms the decision of the lower decision makers.	<u>https://www.cityofsalem.net/government/cit</u> <u>y-council-mayor/about-city-council/council-</u> <u>rules</u>
LOC Model Rules	tie vote indicates denial of a proposal. If the matter is appealed from a lower body or commission, a tie affirms the decision of the lower decision makers.	https://www.orcities.org/application/files/73 16/9222/9843/ModelRulesofProcedureforCou ncilMeetings-updated8-15-23.pdf
City of Portland	 Non Emergency Ordinances. An Ordinance Involving a Fee Matter. An ordinance involving a fee matter is an ordinance which approves, approves with conditions or denies a request for which a fee has been paid. Three affirmative votes shall be required to pass an ordinance involving a fee matter. In the event there is a tie vote, the matter shall be continued to the next regular agenda or to such other times as the Council may direct. An Ordinance Not Involving a Fee Matter. Three affirmative votes shall be required to pass a non-emergency ordinance which does not involve a fee matter. In the event there is a tie vote, the matter shall fail. Emergency Ordinances. The unanimous vote of all members present and no less than four members shall be required to pass an emergency ordinance. 	
City of Newport	Tie votes fail.	https://newportoregon.gov/citygov/docs/Cou ncil Rules.pdf
Lincoln City	No language. Default to Robert's Rules of order	https://www.codepublishing.com/OR/Lincoln City/html/LincolnCity02/LincolnCity0204.html #2.04.050
Newberg	No language. Default to Robert's Rules of order	https://www.newbergoregon.gov/sites/defau lt/files/fileattachments/city_council/page/351 0/council_rules_and_guidelines-revised_2022- 0801.pdf
Tualatin	Tie votes fail.	https://www.tualatinoregon.gov/sites/default /files/fileattachments/city_council/page/3707 4/council_rulesamended_march_2020.pdf
West Linn	Tie votes fail.	https://westlinnoregon.gov/sites/default/files /fileattachments/city_council/page/5344/cou ncil_rules_adopted_2023-10-16.pdf
Cottage Grove	No language. No reference to Roberts Rules.	https://www.codepublishing.com/OR/Cottage Grove/#!/CottageGroveAX/CottageGroveAX09 .html#AX09
Florence	tie vote indicates denial of a proposal. If the matter is appealed from a lower body or commission, a tie affirms the decision of the lower decision makers.	https://www.ci.florence.or.us/sites/default/fil es/fileattachments/mayor_and_council/page/ 499/council rules of procedure update jan _2023.pdf
Happy Valley	Tie votes fail.	https://www.happyvalleyor.gov/wp- content/uploads/2020/09/City-Council-Rules- 2020.pdf
	24	

Link



MONDAY, MARCH 18, 2024 CITY COUNCIL MEETING WORK SESSION WITH PLANNING COMMISSION ~ 50-YEAR PLAN, 6:00 PM COUNCIL CHAMBERS 33568 EAST COLUMBIA AVENUE SCAPPOOSE, OREGON 97056

Disclaimer: These minutes are intended to summarize the conversations that took place in this meeting rather than provide a full transcript. Anyone wishing to view the full conversation can find a recording of this meeting on YouTube at: www.youtube.com/watch?v=pQZ94IkQmfs.

Call to Order

Mayor Backus called the March 18, 2024 City Council and Planning Commission work session to order at 6:00 pm.

Present: Mayor Joseph A. Backus; Council President Tyler Miller; Councilor Kim Holmes; Councilor Andrew Lafrenz; Councilor Marisa Jacobs; Planning Commission Chair Scott Jensen; Planning Commissioner Bill Blank; Planning Commissioner Marty Marquis Planning Commissioner Sara Jones-Graham; Interim City Manager Larry Lehman; City Recorder Susan M. Reeves; Community Development Director Laurie Oliver Joseph; City Engineer Chris Negelspach; and Consultant Heather Austin, with 3J Consulting.

Remote: Councilor Jeannet Santiago; and Dean Winters (joined at 6:55pm).

Community Development Director Laurie Oliver Joseph explained what we are looking at tonight is just some code cleanup.

Consultant Heather Austin, with 3 J Consulting, and Community Development Director Laurie Oliver Joseph reviewed the proposed updated information.

Heather Austin explained this work that you see before you are five chapters that she has worked with staff on over the last few months. She explained they did take a lot of this to the stakeholder Advisory Committee for your 50-year plan. Some of it did not go to that body because it's more either cleaning things up, clarifying the language, or it's straight State Law that has changed that we need to move forward as part of this project. We'll try to identify those things, especially if there are questions as we go through and kind of talk about where the ideas came from and why we are proposing the language that we are. The purpose of this meeting is to get your feedback so that when we move forward into adoption hearings, we've already addressed your issues and concerns and made sure we've represented this body as 1.

well. She explained of the five chapters, she thinks the first one we're presenting 17.106 is the biggest change as we've tried to basically rewrite the whole chapter to make it flow a little better, to be more consistent with other chapters that we see in other jurisdictions for parking. She explained there are a lot of strikeouts as well in the draft document.

The City Council and Planning Commission Members reviewed the document, asked questions, and made suggestions.

Community Development Director Laurie Oliver Joseph and Consultant Heather Austin explained they will take the recommendations/suggestions and bring the updated draft back for review.

Adjournment

Mayor Backus adjourned the work session at 7:02pm

Mayor Joseph A. Backus

Attest:

City Recorder Susan M. Reeves, MMC





MONDAY, MARCH 18, 2024 CITY COUNCIL MEETING REGULAR MEETING 7:00 PM COUNCIL CHAMBERS 33568 EAST COLUMBIA AVENUE SCAPPOOSE, OREGON 97056

Disclaimer: These minutes are intended to summarize the conversations that took place in this meeting rather than provide a full transcript. Anyone wishing to view the full conversation can find a recording of this meeting on YouTube at: www.youtube.com/watch?v=WNhoM1vnN08.

Call to Order

Mayor Backus called the March 18, 2024 City Council meeting to order at 7:05 pm.

Pledge of Allegiance

Roll Call

Joseph A. Backus	Mayor	Larry Lehman	Interim City Manager
Tyler Miller	Council President	Chris Fluellen	Police Lieutenant
Kim Holmes	Councilor	Susan M. Reeves	City Recorder
Andrew Lafrenz	Councilor	Dave Sukau	Public Works Director
Marisa Jacobs	Councilor		

Remote: Councilor Jeannet Santiago; Contract Administrator Charlotte Baker (left at pm); Dean Winters; Beth Rajski; Jennifer Massey; FAFO DDS (joined at 7:10pm & left at 8:34pm); Doug Bean (joined at 7:57pm and left at 8:36pm) and Megan Greisen (joined at 8:03pm).

Approval of the Agenda

<u>Councilor Jacobs moved, and Council President Miller seconded the motion that Council</u> <u>approve the agenda. Motion passed (6-0). Mayor Backus, aye; Council President Miller, aye;</u> <u>Councilor Santiago, aye; Councilor Holmes, aye; Councilor Lafrenz, aye; and Councilor Jacobs,</u> <u>aye.</u>

Public Comments

There were no public comments.

City Council meeting minutes

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Consent Agenda ~March 4, 2024 City Council meeting minutes; and March 11, 2024 Special City Council meeting minutes

<u>Councilor Holmes moved, and Councilor Lafrenz seconded the motion that Council approve the</u> <u>Consent Agenda ~ March 4, 2024 City Council meeting minutes; and March 11, 2024 Special</u> <u>City Council meeting minutes. Motion passed (6-0). Mayor Backus, aye; Council President</u> <u>Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Lafrenz, aye; and</u> <u>Councilor Jacobs, aye.</u>

New Business

South Columbia County Chamber of Commerce

Jak Massey, South Columbia County Chamber of Commerce Executive Director, gave a semiannual report on the South Columbia County Chamber of Commerce. She also invited everyone to the annual awards banquet, which is called a Celebration of Excellence. She left a banquet flyer.

Mayor Backus thanked Jak for the information.

GMP (City Manager Recruitment Firm) Presentation

Bob Larson, with GMP, gave an overview of the city manager recruitment process.

Councilor Jacobs explained looking at the time line and given what our time constraints are our Interim City Manager Larry Lehman we are absolutely looking at trying to expedite where we can go fast. She stated she is curious with respect to this first milestone, the profile development, given the information that you have, would it be possible for us to be able to get this finalized by the end of this week so that we can move a little bit more efficiently and get the job posted by the beginning of next week and promise to guarantee that.

Bob Larson explained he would think they could get this done in one week, so maybe early next week. He stated they will certainly do their best.

Councilor Jacobs asked Bob Larson to please keep the line of communication open with Interim City Manager Larry Lehman.

Bob Larson will send information to Mayor Backus, Interim City Manager Larry Lehman, and City Recorder Susan Reeves.

Mayor Backus thanked Bob Larson.

City Council meeting minutes

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Dutch Canyon Well #3 Contract

Contract Administrator Charlotte Baker went over the staff report. In early 2023, the City of Scappoose entered into a contract with Consor Engineering to for design services for Dutch Canyon Well #3. In March 2023, the City entered into a contract with Jensen Drilling Company to perform drilling services for the Dutch Canyon Well #3 project. Drilling work began in June 2023. Once that work was completed, the City issued an ITB for the final construction services related to the Dutch Canyon Well #3 project. The scope of work for this portion of the well project includes construction of a pit-less well adapter, site piping, electrical improvements for the new and existing wells on-site, SCADA integration and finish grading and seeding. This ITB was advertised in local newspapers as well as the City's website, and organizations known to perform this type of work were directly invited to bid. Ultimately, the City received one bid for this project from Peak Electric Group, LLC. This bid was within budget and staff felt confident that Peak Electric and their subcontractors would be able to satisfactorily perform the work to the required specifications. Staff decided to move forward with Peak Electric as opposed to putting the project out to bid again. The contract price is \$293,931.91 This contract will be funded through ARPA-SLFRF funds distributed by the Department of Administrative Services. Staff recommends that Council authorize City Manager Lehman to enter the City into a contract with Peak Electric Group to perform final construction work for Dutch Canyon Well #3.

<u>Councilor Holmes moved, and Councilor Jacobs seconded the motion that Council authorize</u> <u>City Manager Lehman to enter the City into a contract with Peak Electric Group to perform final</u> <u>construction work for Dutch Canyon Well #3. Motion passed (6-0). Mayor Backus, aye; Council</u> <u>President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Lafrenz, aye;</u> <u>and Councilor Jacobs, aye.</u>

Electric Supply

Columbia River PUD General Manager Michael Sykes thanked Interim City Manager Larry Lehman for inviting them. He explained this is a really important topic that we all really need to be aware of and in unison work toward solutions. He gave an overview of the BPA system and where Columbia River PUD gets their power just so you understand what they are challenged with, because it's been said that there's been more change in the electric energy field in the last five years then there's been in the last 50 years. As all of you know, Columbia River PUD is a BPA preferred customer and we're one of 132 Public Utilities that get our power from Bonneville and they feel very fortunate with that. He explained there's thirty-one dams and one nuclear power plant that Bonneville manages that provide roughly 7000 megawatts of power to 131 customers. He explained for Columbia River PUD, our biggest bill every month is about a million and a half dollars for power, and we have roughly 20,000 meters that they serve about

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35,000 customers and nine large companies. He stated Columbia River PUD is different than PGE in the sense that PGE is an investor-owned utility and they're not a preferred customer, so they don't get their power from Bonneville, they have to have their own Cogen facilities, they have their own wind, their own dams, but of course they have 900,000 customers, so they're a little bit different than we are. One of the things that has been a real concern in the Northwest has been that we're running out of easy energy. Basically, you probably heard about some of the carbon legislation that has been passed in the Northwest and basically what this means is that by those dates, in Oregon it's 2040, it is going to be that the privates have to be have to be carbon free, which they can't use natural gas or coal, so that's really going to put pressure on particularly the privates like PGE to find other sources. So, they have been buying up solar and wind and what other power they can find. He wants to bring to the City's attention that a lot of the supply that we've had in the past has been drying up and we're going to have to replace it with anything and we have to do that at a time when the World is going through electrification, and there's about 15% of the cars in Oregon that were purchased this year that are electric cars and housing is starting to convert to electric and it's the preferred method to try and reduce our carbon footprint.

Columbia River PUD General Manager Michael Sykes gave an overview and Engineering Manager Branden Staehely went over the presentation.

About CRPUD

People's Utility District with 5 elected board members

- Debbie Reed Subdivision 1 (Scappoose)
- Crag Melton Subdivision 2: (Scappoose/Warren)
- Garratt Tayler Subdivision 3: (St Helens/Yankton)
- Russell Hubbard Subdivision 4: (St Helens)
- Neal Sheppeard Subdivision 5: (Columbia City, Deer Island, Prescott, Rainier)
- We serve over 20,000 different metering point
- System peak of 104MW and our system averages around 55 aMW



Western Interconnect Clean Energy Mandates

State	Zero Carbon Grid Law	Zero-Carbon Grid Law Deadline
Washington	2019	2045
Oregon	2021	2040
California	2018	2045
Colorado	2019	2045
Nevada	2019	2050

"Lead the charge for the Northwest to realize its clean energy potential using hydroelectricity as the cornerstone."

Projected Coal Retirements

Name	Nameplate Capacity	Retirement Date	Generator	State
Comanche (CO)	383	12/1/2022	1	CO
Martin Drake	75	12/1/2022	6	CO
Martin Drake	132	12/1/2022	7	со
Jim Bridger	608	12/31/2023	1	WY
North Valmy	290	12/1/2025	2	NV
North Valmy	277	12/1/2025	1	NV
Centralia	730	12/1/2025	2	WA
Comanche (CO)	396	12/1/2025	2	CO
Craig (CO)	446	12/1/2025	1	со
Naughton	256	12/31/2025	2	WY
Naughton	384	12/31/2025	3	WY
Naughton	192	12/31/2025	1	WY
Neil Simpson II	90	12/31/2025	2	WY
Dave Johnston	255	1/1/2027	3	WY
Hayden	275	12/1/2027	2	со
Dave Johnston	134	12/31/2027	2	WY
Dave Johnston	400	12/31/2027	4	WY
Dave Johnston	134	12/31/2027	1	WY
Craig (CO)	446	9/1/2028	2	CO
Hayden	190	12/1/2028	1	CO
Jim Bridger	617	12/31/2028	2	WY
Pawnee	552	12/31/2028	1	CO
Rawhide	294	12/1/2029	1	CO
Craig (CO)	535	12/1/2029	3	CO





Pacific NW Electricity Generation Sources

Losing the Lower Snake River Dams?



Losing the Lower Snake River Dams?



BPA Transmission System





2023 TSEP Cluster Study (CS) Facts

- At the cutoff for participation there were 298 TSRs for 24,190 MW in the queue.
- 16,905 MWs signed Study Agreements
- 222 TSRs for 15,965 MWs finished the 2023 Cluster Study
- 2 TSRs for 88 MW were Awardable without Upgrades
- BPA identified 14 new projects totaling an estimated \$3.9B (Direct)
 - The 2023 TSEP projects are not just stand-alone projects, many build upon the previously identified projects from prior Cluster Studies (See the appendix for a list).



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Council President Miller asked how are we going to get updates on this topic?

Michael Sykes replied he can come back, probably in July, after they get the LIRR's and he knows what the options are. He stated we are going to need to be united moving forward because it affects the whole County.

Ed Freemen, explained he has been actually out here for 20 years working on this Columbia Commerce Center. He talked about the letter from his partner, and how they have invested 10s of millions of dollars to help create an economic opportunity for Columbia County and jobs for Scappoose specifically. He explained their discussion as they went through the whole effort to bring that property into the urban growth boundary was to keep that citizens here in Columbia County and in Scappoose instead of having to drive to Hillsboro and Portland, why not work right here and make life better for everyone and it's a noble effort and the Sprint project that's being discussed in St. Helens is part of that economic development. He stated if Sprint does decide to go forward on March 29th, they're going to preclude any job growth, any industrial growth here in Scappoose, it sounds like it will be seven or eight years before there's more power here listening to what Brandon is analyzed and studies take a couple of years and then it takes another two years to raise the money and six years to build the infrastructure. So, it's very disheartening after being at this for 20 years here and the effort to create this valuable asset for the City of Scappoose. He explained he just learned of this on February 19th. He received a memo that Paul Vogel from the Columbia Economic Team sent out to Senator Merkley's office and copied Congresswoman Bonamici's office, the Columbia Board of Commissioners, City of St. Helens, Business Oregon, CET members, Columbia River PUD and PGE. He stated it is kind of strange that no one from Scappoose received this memo. The memo addresses this issue, and he didn't learn of it for weeks later and the City of Scappoose is just learning about it now. He explained on the second page of that memo it says regardless if project Sprint commits and makes a deposit on the 35 megawatts by March 29th, PGE is committed to serve them and if they sign this letter saying they are going to do it and it's a done deal, then South Columbia County area will have 0 estimated electrons for other businesses or housing growth for the next five to six year period and that's putting this city out of business and others also in South Columbia County if they take all the available electricity. He stated that is his number one complaint here today is there needs to be a better system, as we should have all been in the loop about this and that that this was coming down the road and he thinks this memo always is well intended to alert for Federal partners that we're going to need some help and dollars to bring more power generation here to Columbia County. He stated it kind of bothers him a little bit that they are going to sell all available electricity to this Chinese company to build solar panels here when they have been here for 20 years creating this business park.

Mayor Backus feels this is an important item that we really need to learn more about.

After more discussion it was asked by Council to continue to get more updates from Columbia River PUD and the Columbia Economic Team.

Mayor Backus thanked Mike and Branden.

Announcements – information only

Calendar



Mayor Bckus went over the calendar.

Updates: City Manager, Police Department, Councilors, and Mayor

Police Lieutenant Fluellen gave an update on the tragic incidents that have occurred in the City of Scappoose. He explained It was a great effort between all our fellow partners through Columbia County; Sheriff's Office and St. Helens Police Department. He gave an update on Officer McFarland.

Councilor Holmes explained she will take this opportunity to read some prepared comments because she wants to make sure that they are concise and factual since that is at the heart of the issue that she will be addressing tonight. She stated "I'd like to take the opportunity to address a communication that was sent last evening by Mr. St. Pierre to the members of City Council, our Police Department, the group that runs the Facebook Group Columbia County Transparency & Accountability and that group's administrator Jennifer Massey.

The letter is supposedly from an employee of the Columbia County Sheriff's office regarding this Council's exploration of contracted public safety services with the Sheriff's office. The letter is filled with speculation, misinformation and veiled legal threats intended to intimidate members of this Council. Mr. St. Pierre justifies his distribution of this information by saying, "Generally we tend to do a FOIA request to substantiate information but in this case a FOIA would not be able to substantiate anything."

Mr. St. Pierre and the rest of the members of the FAFODDS, I would like to remind you there are many other tools available to substantiate information and I'm going to take this opportunity to walk you through them so you can employe these tools in the future. I will first address the misinformation around the potential employment jeopardy of Scappoose police staff under a potential contracting arrangement with CCSO. Any Scappoose employee that would transfer over to the County would retain union protection and would be protected under current and future CBA's. Officers would be represented by the same Fraternal Order of Police that they are currently represented under. In fact, the terms of the collective bargaining agreement for CCSO employees can be found on the county's website.

Substantiation strategy number one: View the publicly available collective bargaining agreements to understand the extent of officer employment rights and causes for termination. Given the admin's close ties to policing services within the county I'm actually quite surprised no one was able to easily offer information on the protections that are afforded to unionized officers.

Substantiation strategy number two: I would encourage Mr. St. Pierre to go back and review the council discussion of this topic on February 5th. The city attorney has already debunked this

City Council meeting minutes

notion that officers could easily be let go after one year. Second, it was extensively discussed that the Level of Service being explored would be 24/7 on duty coverage. For the needs of Scappoose that means 10 officers, 2 sergeants and a lieutenant. If the Sheriff doesn't have the sworn officers to fulfill the LOS, he doesn't get paid. Putting all of the Scappoose police offers on "graveyard jail shifts" would make it impossible for the sheriff to fulfill his contract. This letter alleges the Sheriff "just wants the money that the city will give him" and has little interest in keeping Scappoose officers. Common sense tells you, those two statements cannot both be simultaneously true. CCSO cannot get paid if they don't have officers available to perform the requirements of the contract. A new officer takes 12-18 months to get field ready. The Sheriff cannot start with a "clean slate" of officers. The members of FAFODDS should also be very aware of this and should have been able to debunk that misinformation easily.

Another aspect of this letter I'd like to address are the personal attacks and veiled threats of legal action made toward members of this council. It's alleged that council president Miller is the one "pushing for the CCSO takeover", which is false. Both the Mayor and I made exploring 24/7 police coverage for this community a focus of our campaigns due to the feedback we received from the community. It is no secret that our police department has struggled over the years to reach this level of service. Given CCSOs new success achieving this level of service in December, it made sense to consider this as one option to explore for achieving the 24/7 coverage – being responsive to the concerns raised by our constituents. Given his background and history in law enforcement, Council president miller has been asked to share his thoughts and questions for these phases of discovery. He has not organized meetings with the Sheriff or staff on his own. He has not sent out inquiries on his own or gathered information directly for this discovery process. This is actually one point you could substantiate through a FOIA request. Please feel free to spend time and resources substantiating this point, but I guarantee you it will be consistent with the information I've just provided you.

Further I'd like to remind FAFODDS, whomever wrote this letter and felt the need to single out Council President Miller, that he has advocated for a position with the CC 911 Communication District that is consistent with Scappoose City Council Resolution 23-04, and the position of the cities of Vernonia and Columbia City and Columbia County Sheriff's office. So, singling Council President Miller out on his position amounts to nothing more than a personal attack which devolved into name calling. I would like to remind Mr. St. Pierre and the admins of the CC Transparency & Accountability that is in violation of their own site rules. And I'll lastly address the veiled legal threats promoted the author of this letter and subsequently FAFODDS in its republication. The letter urges presumably the officers of the Scappoose police department to "file suit against everyone and anyone personally and professionally that had anything to with making this decision." Every person on this council has approached this inquiry with one primary research question, "what is the best way of achieving 24/7 police coverage for the tax payers of our city." We have been incredibly transparent with staff and the public. The members of this Council are doing the job that we've all been elected

City Council meeting minutes

to do, and I can assure you there is nothing illegal or improper happening. Our legal counsel has been engaged in this process every step of the way. I want to make it clear, what is being offered in this letter if frankly terrible advice, echoed by FAFODDS, that will only create undue financial burden to the officers that this letter aims to protect.

So, in conclusion, what was sent to council and posted on the Columbia County Transparency & Accountability page was nothing more than misinformation, threats, and frankly negligent advice. This is an unfortunate pattern from this group. If I were the admins of the Columbia County Transparency & Accountability group, I would be increasingly concerned about my own credibility. However, if substantiating facts and information relating to this body remains a challenge for you, I am happy to publicly help you fact checking in the future.

Please join us for a discussion of the Phase II discovery information relating to this inquiry on 4/1. It will be full of factual information. " **end of Councilor Holmes comments**

Council President Miller stated Councilor Holme's response to Mr. St. Pierre's email and the post that has appeared on social media and then been recirculated by others, was very thorough, so he doesn't need to add anymore. He thanked Councilor Holmes for her thorough response.

Mayor Backus explained there is a Town Hall with Senator Merkley on April 6, and the location to be announced. He thanked all the speakers this evening.

Adjournment

Mayor Backus adjourned the meeting at 8:52 pm.

Attest:

Mayor Joseph A. Backus

City Recorder Susan M. Reeves, MMC





Citizen Interest Application for City Council City of Scappoose * 33568 East Columbia Avenue * Scappoose, Oregon 97056 phone 503-543-7146/fax 503-543-7182

Name: <u>Ty Bailey</u>	Date: 8/31/2023
Address: (Res)	Res Phone:
Address: (mailing):	Cell Phone:
E-mail address:	
Lived in City limits of Scappoose since: <u>20</u>	Are you a registered voter? <u>Yes</u> (must be at least 18 years old)
Educational background:	
Master's of History from University of Leice	ester UK
Bachelor's of Science in Computer Science	e from Worcester Polytechnic Institute
Bachelor's of Science in Humanities from V	Norcester Polytechnic Institute
Occupational background:	nning a global orginization of over 120 staff 24/7/365
In charge of all post signature client succes	ss through services and support.
Other information & general remarks:	
	E
Why are you interested in serving on the	City Council?
I appreciate the quality of life that the city h	has and wish to help where I can to ensure that it
continues, notjust now, but for those in ge	nerations hence. To ensure that local concerns are
on the forefront and that the greater divide	s do not make it to the local government

	What do	vou think a	are the biggest	challenges f	acing the City	of Scappoose?
--	---------	-------------	-----------------	--------------	----------------	---------------

Balancing the need for growth with the desire to remain "small town" in culture.

Ensuring that there is oppertunities present in the local community such that we are not just

a bedroom town for cummuters, and that our gratuates have a future at home.

To make sure that housing is affordable for those looking, and to balance that need against

the desiers of those who are against density.

What experience do you have that you believe would be valuable as a member of the Council?

I have served on the budget committee for 8 years. I have also been on the planning

commission for the past 2 years. I currently manage a multi million dollar budget for work and

am deeply connected to contract and staff negotiations. I am also a father with a child in our

school district, and have accepted a seat on the budget committe there.

How would you judge the City's performance:

Poor	Adequate	Good X	Excellent	_	
Other commen	ts:				
	t City Hall: <u>3-11</u> -				
Date copy giver	n to Mayor & Council:				
Date interviewe	ed:				
Date appointed	:				
Qualifications:	to vote in Oregon.				

Must have resided in the City limits of the City of Scappoose during the 12 months prior to appointment.



What do you think are the biggest challenges facing the City of Scappoose?						
Vhat experience do you have that you believe would be valuable as a member of the Council?						
low would you judge the City's performance:						
Poor Adequate Good Excellent						
Other comments:						
Date received at City Hall: 310/2029						
Date copy given to Mayor & Council:						
Date interviewed:						
Date appointed:						
Qualifications: Registered to vote in Oregon.						

 \boxtimes Must have resided in the City limits of the City of Scappoose during the 12 months prior to appointment.

City of Scappoose, Citizen Interest Application for City Council (continuation)

EDUCATIONAL BACKGROUND

Oregon certified Drug Abuse Prevention Specialist (2004-2008)

One year of grad. school, teach physical education, Portland State Univ. (1985-1987) ROTC at PSU. Commissioned Officer, US Army (Reserve), branch: Infantry (1987) US Army Infantry Officer Basic Course (1987) Oregon teaching license, (TSPC# 1795, now inactive), Portland St. Univ. (1988)

Bachelor's degree: B.S. Kinesiology (biomechanics) from California State University Hayward, Hayward California (1983). (Now known as Cal. St. Univ. East Bay)

OCCUPATIONAL BACKGROUND

Currently employed by Van Natta Brothers Logging co, Rainier, Oregon (2012-)

Substitute teacher through the Northwest Regional Educational Service District: Clatsop and Columbia counties (2012-2016)

Oregon CCB #194322 (2012, now inactive)

McCormick Piling and Lumber Co., St. Helens, OR (2011)

US-DOJ Drug Enforcement Administration, Special Agent (criminal investigator, Top Secret security clearance (1990-2011, retired)

Substitute teacher Clatsop county Educational Service District (1988-1989)

Graduate Teaching Assistant, Portland State Univ. (1986-1987)

Four years active duty enlisted service, US Army Military Police and Medic (1978-1985) (1978-1979 Korea) US Army Reserve (1981-1990)

City of Scappoose, Citizen Interest Application for City Council (cont. P.2)

OTHER INFORMATION AND GENERAL REMARKS

To think 'diversity' is to BE narrow minded. Therefore, think not 'diversity', think DYNAMICALLY! (ETTER, 1997)

I am a stickler when it comes to duty, liability, conflict of interest, and fiscal accountability. My personal agenda is to be utilitarian in policy making as I serve the community.

WHY ARE YOU INTERESTED IN SERVING ON THE CITY COUNCIL?

Politics is not my forte. However, leadership is. Management is not the same as leadership. It is just a subcomponent. Through analysis and reason will good sense, and policy, prevail. I have decided to get involved rather than sit on the side line any longer. I feel there is a call to civic duty that that I must answer in the face of a looming colossal blunder regarding the proposed abolishment of the City of Scappoose Police Department, as we know it today.

WHAT DO YOU THINK ARE THE BIGGEST CHALLENGES FACING THE CITY OF SCAPPOOSE?

The city must avoid becoming another Gresham. I watched the predictions in the mid 1980's when the Max line was proposed for eastward expansion. I have watched Cannon Beach struggle to keep their 'village' atmosphere over the years. When I was a kid living in West Linn in the 1960's, there was a saying for unruly behavior: "what's wrong with you, are you from Scappoose!" We are no longer the 'hicks in the sticks'. Scappoose has come a long way since then. Residents want a quiet, safe, and wholesome country setting to raise a family. Quality of life is what Scappoose has to offer. Maintaining that quality of life is the challenge.

City of Scappoose, Citizen Interest Application for City Council (cont. P.3)

WHAT EXPERIENCE DO YOU HAVE THAT YOU BELIEVE WOULD BE VALUABLE AS A MEMBER OF THE COUNCIL?

While working in the DEA's Portland District Office, I was assigned as the drug Demand Reduction Coordinator for the state of Oregon, Idaho, and three southern counties of Washington (2002-2008). Demand Reduction was the DEA's term for substance abuse prevention. Mainly I worked with community coalitions, students, and organizations located in three of the four corners of Oregon. Event planning, meetings, and presentations were daily tasks for me. I was also a member of Governor Kulongoski's Methamphetamine Task Force. I spent plenty of time in Columbia county as well.

I got to know the real meaning of the term 'working man' with regard to the trades. I further broadened my understanding of 'work' when I entered the timber industry. I know what it takes to build and maintain roads, structures, and comply with the related standards and regulations. I know how to listen to people as they voice their frustrations first, and then eventually articulate the specifics of their concerns.

I have experience with periodic office inspections (audits) that required an infinite review of paperwork. I drafted for management check lists and policy that consolidated and simplified the information in standard operating procedures. I spent a year as an acting supervisor for a DEA sub-office in the San Francisco Field Division prior to my Portland post of duty.

I share the same experience as all law enforcement officers in that I have had to deal with the dregs of society as well as interface with the highest levels of the justice system.

<u>City of Scappoose, Citizen Interest Application for City Council (cont. P.4)</u> <u>HOW WOULD YOU JUDGE (RATE) THE CITY'S PERFORMANCE?</u>

Poor____ Adequate___ Good_X_ Excellent____

(Though flirting with disaster)

Walli D. Stor

William D. Etter

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Citizen Inter	est Application for City Council
	ast Columbia Avenue * Scappoose, Oregon 97056 543-7146/fax 503-543-7182
Joel Haugen	2/27/2024
Name:	Date:
Address: (Res)	Res Phone:
Same	Coll Phones
Address: (mailing):	Cell Phone:
E mail addrocci	
E-mail address:Yes	
Lived in City limits of Scappoose since:	
Educational background: BA Geography/Geo	ology; MA Geography/Planning; Secondary
Teaching Science and Social Studies Certific	
Occupational background: Public School Science Teacher; State and Fe GIS Contractor for Specialized Applications &	ederal K12 Education Contractor; USPS Contractor
Other information & general remarks:	
Served 7 YRS City Council; 4YRS Planning	COMM; 4 YRS Park & REC District; 10 YRS CPAC
Why are you interested in serving on the Cit the best path forward for Scappoose.	ty Council?

What do you think are the biggest challenges facing the City of Scappoose?

Adapting/reacting to economic, environmental, and technology changes and opportunities while

sustaining community livability.

What experience do you have that you believe would be valuable as a member of the Council?
My City Council and Commission experience coupled with public and private experience spanning
local, state, and federal government employment & contracting, plus public-school teaching,
provide me with a broad perspective for problem solving.
How would you judge the City's performance:
Poor Adequate Good Excellent
The City should focus on a framework for improving our community and to be Other comments:
more efficient. Scappoose is at an inflection point and we have the opportunity to stay ahead of our challenges through creativity, engagement, and forward thinking.
On all matters presenting a conflict of interest, I will recuse myself unless there is a unanimous
vote on Council for me to participate. Please see attached letter for additional details.
Date received at City Hall:
Date copy given to Mayor & Council:
Date interviewed:
Date appointed:
Qualifications:

- **S** Registered to vote in Oregon.
- Must have resided in the City limits of the City of Scappoose during the 12 months prior to appointment.

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Dear Mayor & Council Members,

It may be useful to clarify my application for the open Scappoose City Council position. I have a deep-rooted commitment to our community exceeding four decades, I have previously served on City Council, the Planning Commission, the now defunct Scappoose Park & Recreation District, and the Scappoose Planning Advisory Committee spanning 30+ years. In these capacities, I played significant roles in decisions such as protecting the Scappoose Floodplain, acquiring Chapman Landing from the County, the hiring of city managers, attorneys, judges, and police chiefs. I also championed citizen engagement in our town's affairs. Additionally, I supported the creation of our Urban Renewal District, an important step towards actualizing Scappoose's economic potential.

At this juncture, Scappoose faces significant challenges and opportunities. We are in the process of selecting a new City Manager and evaluating the future of our police force. Drawing upon my extensive experience in both areas, including my recommendation for the interim city manager position, I am confident in my ability to contribute meaningfully to the Council's efforts in vetting candidates and charting the best course forward.

I would like to address the matter of the Buxton development, which prompted my resignation from the City Council to focus on advocating against its construction in the Scappoose Flood Plain. My involvement included organizing community feedback and collaborating with experts to assess the potential impact on our town and its residents. As the decision now rests with LUBA, I pledge to recuse myself from all discussions and votes related to this issue, unless there is a unanimous vote on Council to include me. I will also remove myself from the Friends of Scappoose Floodplain citizens group.

I am mindful of the importance for impartiality in decision-making, particularly in quasijudicial proceedings like land use matters. While my stance on the Buxton development may raise questions of bias, I assure you of my commitment to uphold the principles of fairness and impartiality, as underscored by the Oregon Court of Appeals' perspective on the role of elected officials in land use decisions.

In conclusion, I urge you to consider my application based on the wealth of experience and dedication to our community that I bring to the table. Together, we can continue to make decisions that enhance the well-being and prosperity of Scappoose.

Thoughtful regards,

CIOUPA

Joel Haugen



SAVE SOIL DAY PROCLAMATION

Whereas, "Save Soil" is a global movement, launched by Sadhguru, uniting world leaders, visionaries, influencers, and citizens of all nations behind a common purpose - to restore and safeguard the world's soil; and

Whereas, Save Soil aims to address the global soil crisis, recognizing that 52% of the world's agricultural soils are already degraded, and by 2050, 90% of Earth's soil could be degraded; and

Whereas, addressing soil degradation issues would bring solutions for the loss of biodiversity, nutritional deficiencies, food security, water scarcity, climate change, and mass migration; and

Whereas, the proposed solution is to advocate for policies across all nations towards soil restoration and aim to increase organic content in agricultural soil to a minimum of 3-6%; and

Whereas, in an effort to raise awareness and activate support from leaders and citizens alike, Sadhguru was on a 30,000 km journey as a lone motorcyclist covering 27 nations over 100 days since March 21st, 2022; and

Whereas, this movement is supported by 81 nations globally.

Now, therefore, I, Mayor Joe Backus of the City of Scappoose do hereby proclaim March 21st as Save Soil Day in Scappoose, Oregon, as soil is vital to all life and urge all citizens to be a part of the Save Soil movement to support national policies towards soil restoration and aim to raise the organic content of soil to a minimum of 3% - 6%.

Be it further proclaimed that I urge all citizens to participate in creating bright futures for our children and the future of our planet.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Scappoose to be affixed at Scappoose City Hall on this _____ day of April 2024.

CITY OF SCAPPOOSE, OREGON

Mayor Joseph A. Backus

Attest:

City Recorder Susan M. Reeves, MMC

City of Scappoose Council Action & Staff Report

Date S	Subr	nitt	ed:		March	i 26, 20	24		
Agenda Date Requested:					April 1	., 2024			
То:					Scappoose City Council				
From:					Laurie Joseph, Community Development Director				
Subject:					Habitat for Humanity request for land use fee waiver for 10-lot Subdivision				
<u>Type c</u>	of A	<u>ctio</u>	n Reque	ested:					
	[]	Resolution		[]	Ordinance	
	[х]	Formal Action		[]	Report Only	

<u>lssue</u>:

SDC (Scappoose Development Code) Chapter 17.164.210.B states that, "Council may, on its own motion, waive the land use application or appeal fee for other¹ non-profit organizations".

Habitat for Humanity submitted a Subdivision Preliminary Plat application on March 22, 2024, for a 10-lot subdivision in Scappoose and has submitted a letter to Council, via the Planning Department (see **Exhibit A**), to request that Council waive their land use fees, totaling \$6,000. Habitat for Humanity is a non-profit organization.

Analysis:

Habitat for Humanity owns 0.74 acres of land between SE Oak and SE Myrtle Streets, just west of SE 4th Street. The City received a Subdivision Preliminary Plat application on March 22, 2024, which proposes a 10-lot subdivision to support the construction of 10 new townhomes. The City will begin review of the submitted application in the coming week(s).

Payment of land use application fees are due when the application is submitted, and an application cannot be deemed complete until payment of the required fees is received by the City. The applicant submitted the land use application along with the request for a fee waiver, rather than the fee of \$6,000. Council will need to decide whether or not to waive the fees so

¹ It is worded as "other" non-profit organizations since the section before this speaks about waivers for NPO's (Neighborhood Planning Organizations). NPO's are not relevant to this request, so that section was not included here.

that staff is able to deem the application complete after our review of the submitted application materials. If Council does not waive the fees, then Habitat for Humanity would need to pay the \$6,000 in order for the application to be deemed complete and scheduled for Planning Commission's consideration of the request.

Additional background information:

The Habitat for Humanity project is located, as previously stated, along two frontages – SE Oak Street and SE Maple Street, both of which have sub-standard water mains within the right of way. The water main in SE Myrtle Street is 4" and in SE Oak Street the water main is 2". These two water mains would need to be upsized along the project frontage to the current Water Master Plan standard of 8" as a part of this subdivision project.

Habitat for Humanity previously requested assistance through ARPA funding that the City received to upsize these water mains in support of their upcoming project. During the November 21, 2022 Council meeting, Council voted to earmark \$50,000 to support upsizing of the SE Myrtle Street water main and \$250,000 for the SE Oak Street water main upsizing (see **Exhibit B**). The water main upsizing is expected to occur in coordination with the Habitat for Humanity project.

Fiscal Impact:

If Council approves this request, the City would forfeit \$6,000 in total revenue to the Planning and Engineering Department budgets. Specifically, it would be a waiver of \$3,750 of Planning fees and \$2,250 in Engineering fees.

Recommendation:

As stated in SDC 17.164.210.B, "Council may, on its own motion, waive the land use application or appeal fee for other non-profit organizations".

There are no criteria that Council needs to consider or follow in making this decision; therefore, staff has not provided a recommendation to Council on this request.

Exhibits:

- A. Fee waiver request from Jennifer Anderson, Executive Director of Columbia County Habitat for Humanity
- B. Excerpt from November 21, 2022 Council meeting minutes
- C. Subdivision Preliminary Plat proposed conditions

EXHIBIT A



We build strength, stability, self-reliance and shelter.

March 22, 2024

City of Scappoose City Council c/o Laurie Oliver, City Planning Department 33568 E. Columbia Ave. Scappoose, OR 97056

RE: Request for Fee Waiver

Dear Councilors,

I am writing to request a waiver of the \$6,000 subdivision application fee permissible under the City ordinance listed below.

17.164.210 - Fee waivers

A. Fees for land use applications and appeals of a land use decision shall be waived for a recognized neighborhood planning organization (NPO) if all of the following conditions are met:

1. The appeal or land use application must have been supported by a majority vote of NPO members at a public meeting where a quorum of NPO members was present;

2. A copy of the minutes of the NPO meeting where the appeal or land use application was initiated must be submitted with the appeal or land use application;

3. The appeal or application will be considered valid when conditions (1) and (2) are met and all other filing requirements are met; and

4. The NPO chairperson or designated representative shall appear at the next available city council meeting after the application or appeal is filed to request a waiver. The NPO shall work through the Planning Division to schedule the item on a council agenda.

B. Council may, on its own motion, waive the land use application or appeal fee for other nonprofit organizations. (Ord. 791 § 4, 2007)

Columbia County Habitat for Humanity is a grass roots nonprofit organization organized by people in Columbia County and independently incorporated from Habitat for Humanity International (HFHI). We raise funds primarily though ReStore sales, grants, individual donors and mortgage receipts. To date we have constructed 12 homes, 31 ramps, 17 repairs and have helped 23 clients access IDA matched savings for home purchase or repair. This ten-home project in Scappoose represents a significant step in our capacity-building goals.

Habitat homeowners are selected from community households that have incomes between 35 and 60 percent of the area median income. They help build their own homes alongside

volunteers and pay an affordable mortgage. Through financial education and sweat equity, Habitat homeowners achieve the strength, stability and independence they need to build a better life for themselves and for their families.

CCHFH incorporates third-party interest-subsidized financing to fund a mortgage which meet the affordability standard for each homeowner. CCHFH offers a second forgivable zero-interest loan on the balance of the appraised value making Habitat for Humanity homes by far the best homeownership opportunity for low and very low income families.

Providing homeownership opportunities for very low income, hard-working families is expensive and difficult, but it is transformational and lasting. Whereas millions poured into subsidized apartments is spent without any lasting effect for the renters, homeowners build equity which boosts generational wealth.

The City's investment in this development will benefit the community in many ways. Habitat homeowners pay property taxes which help fund schools and local services. This development will bring in state and federal grant money that will be used to employ local contractors thereby boosting the economy. Building homes that are affordable to those employed as bank tellers, retail clerks and nursing home workers allows those people to live where they work and invest time in their community.

It would be a great financial step toward making these affordable houses a reality if council were to approve our request to waive this application fee. We appreciate the support you have given us to date. Thank you for considering our request.

Sincerely,

Pelu

Jennifer Anderson Executive Director Columbia County Habitat for Humanity

Councilor Poling asked if there is anything else on this list that would require 100% funding in order for it to happen.

Public Works Director Dave Sukau explained the number associate with the Oak Street is our best guess estimate. He is guessing that it will probably be higher and then our water budget will pick up the difference. He explained they are fully prepared that they are going to have to probably add some money to it.

Councilor Poling's suggestion is to go the route of allocation by Council for the remaining ones that are on the list.

Mayor Burge asked how many are in favor of premium pay?

Councilor Miller and Councilor Lesowske stated they are in favor of premium pay.

Mayor Burge stated premium pay and Columbia County Advanced and Additive Manufacturing Small Business Incubator will be eliminated because there are not at least four Councilors in favor of it.

Mayor Burge asked Council if they support putting some money towards the wastewater infrastructure projects, Oak Street project, and Habitat for Humanity?

Majority of the Council are in favor of funding these items.

Legal Counsel Peter Watts explained by doing the Oak Street project it will benefit Habitat for Humanity.

There was a discussion on earmarking the \$50,000 to Habitat for Humanity for the Myrtle Street water line project.

Councilor Poling suggested \$50,000 for Habitat for Humanity; \$250,000 for the Oak Street project, and \$279,000 for the wastewater project.

Assistant to Public Works Director Huell Whitehaus explained these funds will need to be expended by December 31, 2026.

Councilor McHugh asked if there are any sentiments to add into the mix the Community and Senior Center and if so, can we even do that?

Legal Counsel Peter Watts replied we really struggled to find any project that met the guidelines for this program, and he thinks we were able to find some other funds in order to assist them.

<u>Councilor Poling moved, and Councilor Miller seconded the motion to earmark \$50,000 for</u> <u>Habitat for Humanity; earmark \$250,000 to be used towards their waterline replacement, and</u> <u>earmark \$279,000 for the wastewater project. Motion passed (7-0). Mayor Burge, aye; Council</u> <u>President Greisen, aye; Councilor Josh Poling, aye; Councilor Brandon Lesowske, aye; Councilor</u> <u>Pete McHugh, aye; Councilor Tyler Miller, aye; Councilor Jeannet Santiago, aye.</u>

Resolution No. 22-18: NE 1st Street Right of Way Dedication to the City of Scappoose

City Engineer Chris Negelspach went over the staff report. NE 1st Street between E. Columbia Avenue and NE Williams Avenue has long been an underutilized, undeveloped and substandard street. City Staff has been working with Portland & Western Railroad (PNWR) and the Oregon Department of Transportation to secure the dedication of a portion of Right-of-Way (ROW) that currently belongs to PNWR to the City of Scappoose that will allow the development and improvement of NE 1st Street and properties fronting NE 1st Street. Resolution No. 22-18, Exhibit A in the staff report, was developed in response to an offer from PNWR and ODOT to dedicate a 36' wide section of their Right-of-Way extending from NE Columbia Avenue to NE Williams Street, that abuts NE 1st Street on the west. This dedication will allow for greatly needed improvements to NE 1st Street and increase the potential for development in the future. Currently, a property owner on NE 1st Street who wishes to develop would have to dedicate a significant portion of their property as Right-of-Way. If Resolution No. 22-18 is approved, these Right-of-Way dedications will be minimal, greatly increasing development potential along NE 1st Street. In consideration of the ROW dedication, ODOT has requested that the City forgo enforcement action against ODOT for construction and maintenance of sidewalks on ODOT Public Transportation Division right-of-way bordering E. Maple Street, E. Columbia Avenue, and the new east border of NE 1st Street, and acknowledge our support for the operating rights of the PNWR/GW trains passing through Scappoose by way of a letter to be signed by the mayor, as shown in Exhibit B in the staff report. Staff recommends that Council adopt Resolution 22-18, NE 1st Street Right of Way Dedication to the City of Scappoose as written.

Councilor Poling asked what are the regulations that we will have with the railroad regarding having some sort of barrier?

City Engineer Chris Negelspach explained they haven't requested these exact improvements, they just requested that the City signs the letter.

Council President Greisen moved, and Councilor Poling seconded the motion that Council adopts Resolution 22-18, NE 1st Street Right of Way Dedication to the City of Scappoose as written. Motion passed (7-0). Mayor Burge, aye; Council President Greisen, aye; Councilor Josh Poling, aye; Councilor Brandon Lesowske, aye; Councilor Pete McHugh, aye; Councilor Tyler Miller, aye; Councilor Jeannet Santiago, aye.



			ЕУЦІ	BIT C					
	LOT DEFINITION								
LOT NUMBER	LOT AREA	MAXIMUM LOT COVERAGE (40% OF LOT SIZE)	MAX BUILDING FOOTPRINT						
1	3,548 SF	1,419 SF	1,406 SF						
2	2,699 SF	1,080 SF	1,028 SF						
3	2,699 SF	1,080 SF	1,028 SF						
4	3,548 SF	1,419 SF	1,406 SF						
5	3,548 SF	1,419 SF	1,406 SF						
6	2,699 SF	1,080 SF	1,028 SF						
7	2,699 SF	1,080 SF	1,028 SF						
8	3,548 SF	1,419 SF	1,406 SF						
9	3,621 SF	1,448 SF	1,406 SF						
10	3,621 SF	1,448 SF	1,406 SF						

LEGEND						
S ■ ►FH C_ ¢X	SANITARY SEWER MANHOLE CATCH BASIN FIRE HYDRANT UTILITY POLE STREET LIGHTING					
	TREE (DECIDUOUS)					
A CONTRACT OF A	TREE (CONIFERS)					
— РWR — онw — 5' — 1' · — –	SUBJECT PROPERTY LINE ADJACENT PROPERTY LINE (E) POWER LINE (E) OVER HEAD WIRE (E) MAJOR CONTOUR (E) MINOR CONTOUR (E) ROAD CENTER AC ROADWAY					
	(E) DRIVEWAY					
	(N) CONCRETE SIDEWALK(N) CURB, GUTTER AND PAVING(N) DRIVEWAY					
	MAX BUILDING FOOTPRINT					
	(N) PUBLIC UTILITY EASEMENT					

DATE: 03/22/2024 PRELIMINARY NOT FOR CONSTRUCTION

AREA SAVED FOR ENG STAMP

OWEr St. Helens, Oregon		PROJ. NO.	3201	PROPOSED CONDITION	ONS PLAN	
	(503) 366-0399	DWG. BY	RM2	MYRTLE & OAK TOV	VNHOMES	
Columbia	ering	APPR. BY		HABITAT FOR HUMAN	NITY	SHEET
		FILE D-	-3201–C	-2	DATE 02/12/2024	C-2

City of Scappoose

Council Action & Status Report

Date Submitted:	3-11-2024	
Agenda Date Requested:	4-1-2024	
То:	Mayor & Scappoose City Council	
From:	Larry Lehman, Interim City Manager	
Subject:	CenturyLink Franchise Agreement	

Type of Action Requested:

[]	Resolution	[X] Ordinance
[]	Formal Action	[] Report Only

Issue: The City's existing Franchise Agreement with CenturyLink expired June 30, 2006. A new agreement has been negotiated and is being presented for Council's consideration.

<u>Analysis</u>: The agreement has been provided in its entirety for Council review.

Fiscal Impact: The franchise fee will remain at 7%, the legal limit for the industry. For FY 23-24, revenue was budgeted at \$3,500.

Recommendation: Staff recommends Council adopt Ordinance No. 918 as presented.

Suggested Motions: I move Council adopt Ordinance No. 918 as presented.

ORDINANCE NO. 918

AN ORDINANCE GRANTING A FRANCHISE ("FRANCHISE") TO CENTURYTEL OF OREGON, INC. D/B/A CENTURYLINK ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF SCAPPOOSE ("THE CITY").

The City hereby ordains that it is in the public interest to grant CenturyLink a Franchise to operate the System pursuant to the terms and conditions contained herein.

SECTION 1. <u>Grant of Franchise.</u> The City hereby grants to CenturyLink the right, privilege and authority to install, construct, maintain, operate, upgrade, repair, relocate and remove its cables and related appurtenances ("Facilities") in, under, along, over and across the present and future streets, alleys and other public ways in the City ("Public Ways", or in the singular "Public Way"), for the purpose of providing telecommunication services to the City's inhabitants and other customers of CenturyLink located within the City's corporate limits.

SECTION 2. <u>Acceptance by CenturyLink.</u> Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file an unqualified written acceptance thereof with the City; otherwise, the Ordinance and the rights granted herein shall be null and void.

SECTION 3. <u>Term.</u> The initial term of this Franchise is ten years (10) years commencing on the date of Acceptance by CenturyLink as set forth above in Section 2 and shall thereafter automatically renew from year-to-year unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

SECTION 4. <u>Records Inspection.</u> CenturyLink shall make available to the City at a CenturyLink office, upon reasonable advance written notice of no fewer than sixty (60) days and not more often than once every two (2) years, such relevant information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that CenturyLink provides to the City, except as otherwise provided herein, is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Except as otherwise provided herein, any such information provided to the City shall be returned to CenturyLink following review, without duplication, unless CenturyLink grants the City written permission to duplicate the information.

SECTION 5. <u>Non-Exclusive Franchise.</u> The right to use and occupy the Public Ways shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's and other entities' use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 6. <u>City Regulatory Authority.</u> The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens consistent with applicable federal and state law. The City agrees to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 7. <u>Indemnification.</u> The City shall not be liable for any property damage or loss or injury to or death of any person that occurs as the result of the construction, operation, or maintenance by CenturyLink of its Facilities. CenturyLink shall indemnify, defend, and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of CenturyLink's use of the Public Ways. The City shall: (a) give prompt written notice to CenturyLink of any such claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) permit CenturyLink to assume the defense of such claim, demand, or lien with legal counsel of CenturyLink's selection. CenturyLink shall not be subject to liability for any settlement or compromise made without its prior written consent. Notwithstanding the other provisions contained herein, CenturyLink shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.</u>

SECTION 8. <u>Insurance Requirements.</u> CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of New Mexico, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System, including the Facilities, by CenturyLink. Such insurance will be in an amount not less than \$1,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence of such insurance is available at www.centurylink.com/moi.

SECTION 9. <u>Annexation.</u> When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail, return receipt requested, postage prepaid, to CenturyLink at the addresses provided in Section 18 hereof: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City 's ordinance approving the proposed annexation.

SECTION 10. Plan, Design, Construction and Installation of CenturyLink's Facilities.

10.1 All Facilities under the authority of this Ordinance shall be used, constructed, and maintained in accordance with applicable law.

10.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. CenturyLink will provide plans for new facilities to be placed in the Public Ways pursuant to a permit issued by the City. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations, and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs or for normal maintenance of its facilities.

10.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with applicable rules, ordinances, and regulations of the City.

10.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration, normal wear and tear excepted.

10.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, CenturyLink shall first obtain a permit from the City in accordance with subsection 10.2 hereof.

10.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

10.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 11. Relocation of Facilities.

11.1 Relocation for the City. CenturyLink shall, upon receipt of advance written notice of not fewer than ninety (90) days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required to do so by the City for reasons of public health, safety, and welfare. However, CenturyLink shall not be required to relocate or adjust its facilities pursuant to this subsection in furtherance of non-essential, developmental, aesthetic, or beautification projects (collectively "Non-Essential Project"), except in accordance with subsection 11.2 below. CenturyLink shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

11.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City and/or in support of a Non-Essential Project by City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from Public Ways, as applicable and if possible, any CenturyLink property, provided that the cost of such action is borne by the person requesting it and CenturyLink is given reasonable advance written notice and sufficient time to take the appropriate action. In such a situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than forty-five (45) days for a temporary relocation, and no fewer than one hundred twenty **(120)** days for a permanent relocation.

11.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to The City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such an evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the

City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the Facilities as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities.

SECTION 12. <u>Vegetation Management.</u> CenturyLink shall have the authority to trim trees and other growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 13. <u>Payment by CenturyLink.</u> In consideration of the rights, privileges, and Franchise hereby granted, CenturyLink, its successors and assigns, shall pay the City from and after the date of the acceptance of this Franchise a privilege tax in an amount equal to seven percent (7%) of the gross revenues derived from exchange access services within the City, as defined in ORS 403.105, less net uncollectibles from such revenues, including any extension of those City limits from time to time. Payment shall be made quarterly on or before sixty (60) days after the end of each calendar quarter. Such payment made by CenturyLink will be accepted by the City from CenturyLink.

SECTION 14. <u>Revocation of Franchise for Noncompliance.</u>

14.1 In the event that the City believes that CenturyLink has not materially complied with the terms of the Franchise, the City shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

14.2 CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 14.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

14.3 In the event that CenturyLink does not comply with subsection 14.2, above, unless the parties agree to an extension of the time provided in subsection 14.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide CenturyLink with at least twenty (20) days' prior written notice of, and the opportunity to be heard, at the hearing.

14.4 Subject to applicable federal and state law, in the event The City, after the hearing set forth in subsection 14.3, determines that CenturyLink is noncompliant with this Ordinance, The City may:

A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or other equitable relief; or

C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5.
14.5 Should the City seek to revoke the Franchise after following the procedures set forth above, The City shall give written notice to CenturyLink including a statement of all reasons for such revocation. CenturyLink shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, The City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon CenturyLink, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give CenturyLink an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. CenturyLink may appeal the City 's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such an appeal must be taken within sixty (60) days of the issuance of the City 's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6 Notwithstanding the foregoing provisions in this Section 14, CenturyLink does not waive any of its rights under applicable law.

SECTION 15. <u>No Waiver of Rights.</u> Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 16. <u>Transfer of Franchise.</u> CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without prior notice to and prior approval by the City, such approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness, or to an entity that acquires substantially all the assets or equity of CenturyLink by sale, merger, consolidation or reorganization, approval by the City shall not be required.

SECTION 17. <u>Amendment.</u> Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and CenturyLink.

SECTION 18. <u>Notices.</u> Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received upon actual receipt or refusal of delivery if sent by (a) personal delivery, (b) United States Mail, postage prepaid, certified, return receipt requested, or (c) nationally recognized overnight courier, and addressed to the Parties as set forth below:

The City :

City of Scappoose Attn: City Recorder 33568 East Columbia Avenue Scappoose, Oregon 97056 To CenturyLink: CenturyLink ATTN: ROW/NIS Manager 1025 Eldorado Blvd. Broomfield, CO 80021

> with a copy to: CenturyLink ATTN: Legal Department 931 14th Street Denver, CO 80202

SECTION 19. <u>Severability.</u> If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having appropriate jurisdiction thereof, or unconstitutional, illegal or invalid by any court having appropriate jurisdiction thereof, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

CONSIDERED and APPROVED this	day of	, 2024.
	CITY OF SCAPPOOSE	
	By: Joseph A. Backus, Mayor	
	Attest: Susan M. Reeves, MMC	, City Recorder
ACCEPTED BY CENTURYLINK: CENTURYTEL OF OREGON, INC. D/B/A	CENTURYLINK BY:	
TITLE:		
DATE:		

City of Scappoose

Council Action & Status Report

Type of Action Requested:	duty coverage (with two oncers on duty)
Subject:	Action related to exploration for achieving 24/7 or duty coverage (with two officers on duty)
From:	Councilor Holmes, Scappoose City Council
То:	Scappoose City Council
Agenda Date Requested:	April 1, 2024
Date Submitted:	March 26, 2024

Issue: The City of Scappoose has lacked 24/7 on duty police coverage for the community for more than a decade. Many smaller communities in Oregon struggle to provide adequate levels of police services given financial constraints and challenges attracting experienced officers. A number of Councilors feel it is a top priority to determine the best way of achieving and sustaining 24/7 on duty coverage, with two officers on duty, at all times, to ensure the safety and livability of our community. There are two pathways communities can consider when it comes to policing services, maintain an independent police department, managed by a police chief and city manager, or contract for policing services with their sheriff's office. This is an attractive option for smaller communities to overcome the challenges of affording and managing their own departments.

<u>Analysis:</u> On February 6th, Council reviewed the first set of information that explored what the Columbia County Sheriff's Office (CCSO) might be able to offer in terms of contracted policing services. Council discussion of the Phase I document led to the request that additional information be gathered and to the extent possible, a side-by-side comparison be offered to show the cost differential of maintaining the Scappoose Police Department and having those same services offered by CCSO. Council will find information relating to the Phase II inquiry

beginning on page 25 of the discovery packet. Council also has a comparison of cost for delivery of public safety services under the two scenarios. If the department were maintained, staff estimates that it might take two to three years to fill the positions to reach eight patrol officers, 2 sergeants, 1 lieutenant and a police chief. Once fully staffed, the SPD budget will likely need to be \$3.7 million (brining in most officers at starting pay grade). The CCSO has estimated a similar LOS could be achieved at a cost of \$3 million.

Options:

1. Continue exploration and ask staff to develop the long-term funding strategy, anticipating the SPD budget to reach \$3.7 million to \$4 million annually (if we can recruit laterals that may come in at a higher pay grade than new recruits). We need to understand:

- What would this look like if it were paid for through the general fund? How would other departments be impacted? Would all new revenue dollars need to be allocated to the Police Department?
- If the city could not sustain SPD costs through general tax revenue, what are the options in terms of going out for a levy?
 - How much would that levy need to be? How would that translate to cost per \$1000 of assessed value for residents? How long could that levy be in place?
- When would the levy need to take effect?

2. Survey residents <u>who live within the city limits</u> (no participation from residents outside of the city who would not be paying the levy) to determine:

- Is 24/7/365 on-duty coverage with two officers on duty at all times the right goal?
- Willingness to support a tax option levy if that is the funding option necessary to supplement the city's general fund for city law enforcement services.
- Or, desire to see cost savings through contracted services, freeing up funds for other public services like parks development. As noted above, the cost difference between and internal PD and contracting with CCSO for the same levels of converge, is estimated at \$700,000.00, annually.

3. End exploration of public safety options. Maintain the internal police department and right size the level of service to match current budget levels, recognizing this will fall short of the 24/7 on duty goal which many may find concerning given the uptick in violent crime to property crimes we are seeing



COMMUNICATION FROM THE CITY COUNCIL

EXPLORING OPTIONS FOR ACHIEVING 24/7/365, ON DUTY LAW ENFORCEMENT IN SCAPPOOSE CITY LIMITS

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Background

Public safety is one of the most important services our tax dollars fund. Achieving 24/7/365 police coverage inside city limits is a priority for the city council, and the residents of Scappoose. To explore all the available options for achieving, and sustaining this level of service, the Scappoose City Council has supported an **initial exploration to evaluate** contracting with the Columbia County Sheriff's Office ("CCSO"). The city council understands the information gathered during this process is of interest to the community. The information gathered during this process will be shared with all council members and made available to staff and residents to review and provide input.

The information below is a general outline of what is being explored and how this process is intended to unfold.

What does 24/7/365 coverage mean?

Considering the population of Scappoose (approximately 8,200), the city council has a goal to have at least two officers on duty at all times **within the city limits** to achieve a sufficient level of 24/7 service, 365 days a year.

Currently, when a Scappoose Police Department ("SPD") Officer is not on duty, the city has an officer on-call to respond to priority incidents, however on-call officers may live outside the city, causing a delayed response that is not ideal. On duty sheriff's office deputies and OSP troopers are sometimes asked to respond and make the situation safe until the on-call SPD Officer can arrive on scene to take over the incident. Nonpriority incidents are typically "held" until the next on-duty SPD Officer is available.

Council's priorities include:

- Achieving 2 officers on duty within the city limits, at all times.
- Officers continue to attend and engage at community events.
- Identifying a method (tools/technology) to ensure compliance with any agreement terms and the city's expectations, should the city determine contracting with CCSO is the most appropriate solution.
- Ensuring the highest level of professionalism is continued to be maintained by the officers serving the community, include training, professional appearance, and other common professional standards within law enforcement agencies.
- Assessing the level of service desired can be achieved within the current budget of the police department, avoiding additional costs to taxpayers, while improving shift coverage.

If the city council determines a contract with CCSO is the best option for our community, all SPD employees would be retained, and transferred to CCSO (also required by law).

Why explore CCSO as an option?

Cities contracting law enforcement services to their county sheriff's office is an increasingly common arrangement for small and medium-sized cities in Oregon, among many other states. The contracts can create certain efficiencies in operations that allow for a greater range of services than individual cities can achieve on their own, and at times with cost savings.

The terms and expectations of this type of arrangement are defined by a contractual agreement between the city and the agency providing the law enforcement services. There are a lot of questions/information needed before any sort of determination can be made.

Some of the retention challenges that smaller police departments face can also be addressed when officers become integrated into larger agencies with more opportunities for professional development and growth, including special assignments, that includes detectives, marine patrol, corrections, truck inspections, civil process, and more opportunities to be promoted to sergeant, lieutenant, or higher ranks.

Some communities in Oregon that currently contract with their county sheriff's office as the sole provider of law enforcement services include:

- Clackamas County: Happy Valley and Wilsonville
- Washington County: Cornelius, North Plains, Gaton and Banks
- Deschutes County: Sisters
- Lane County: Veneta and Creswell
- Yamhill County: Amity, Dayton, Lafayette, Sheridan, and Willamina

Outreach to some of these communities to learn about their experiences will be part of the exploration process.

How will the exploration process unfold?

The process will include multiple rounds of inquiry ("discovery") to CCSO. The first inquiry round was submitted to CCSO by Councilor Kim Holmes on December 20,2023.

We anticipate the information obtained will be shared in the city council work packet for discussion at the February 5, 2024, city council meeting. The council's work packets are available to the community on the city's website.

If at that time the city council would like to continue the exploration process, the next set of questions will be developed with input from all city councilors. The process will be repeated until all council and staff questions are addressed.

Once the information has been gathered, it will be made publicly accessible for the public to view, and if necessary, provide input to the city council. These phases will occur before the city council makes any final determination regarding any potential law enforcement services contract with the Columbia County Sheriff's Office.

2023-2024 Scappoose Police Department Budget

Police Department	Actual	Actual	Budget	Estimated	Budget
Expenditures	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24
Personnel Services	s	\$	s	\$	s
	1,523,452	1,347,085	2,135,730	1,336,399	2,251,569
Materials & Services	191,956	391,043	360,109	263,748	387,501
Capital Outlay	52,732	130,606	135,689	136,300	135,600
Transfers	85,768	82,697	115,216	115,216	105,332
Debt Services	18,760	18,760	0	0	0
Total Expenditures	s	s	S	s	s
	1.872.668	1.970.192	2,746,744	1,851,663	2,880,002

Police Depar	tment Line Item Detail	Actual	Actual	Budget	Estimated	Budget
Account	Description	FY 20-21	FY 21-22	FY 22-23	FY 22-23	FY 23-24
	Police Department Salaries	943,277	888,416	1,269,037	892,189	1,326,062
10-140-146	Health Insurance	214,039	134,844	304,818	181,293	347,396
10-140-148	Retirement Benefits	264,442	239,692	409,923	187,530	426,320
10-140-150	Social Security	71,034	64,424	104,174	62,137	108,341
10-140-152	Workers' Compensation	23,660	14,710	41,778	10,250	43,450
10-140-155	Taxable Fringe Benefits	0	0	0	0	0
10-140-156	Hiring Incentive	7,000	5,000	6,000	3,000	0
10-140-157	ORS 181A.620 Reimbursement	0	0	0	0	0
	Total Personnel Services	1,523,452	1,347,085	2,135,730	1,336,399	2,251,569
10-140-200	Building Maintenance	2,227	3,820	7,400	8,000	8,500
10-140-202	Equipment Maintenance	2,191	0	6,000	1,726	6,000
10-140-203	Maintenance Agreements	4,609	5,875	19,440	13,000	19,038
10-140-204	Vehicle Maintenance	46,771	90,747	90,975	45,000	78,140
10-140-205	Small Equipment	11,094	10,285	14,639	10,000	9,000
10-140-216	Office Supplies	8,825	3,837	8,680	4,100	8,300
10-140-218	Operational Supplies	917	806	7,765	6,400	8,100
10-140-228	Utilities	31,152	30,242	36,900	24,822	38,400
10-140-230	Contractual/Professional Ser	43,461	203,114	89,900	85,000	110,900
10-140-236	Medical Mandates	3,994	1,262	5,675	5,500	6,000
10-140-238	Insurance	0	1,192	0	0	0
10-140-240	Travel/Training	1,636	9,761	15,000	12,000	20,000
10-140-242	Dues/Fees/Subscriptions	23,069	23,835	32,922	31,000	47,823
10-140-244	Publications/Notices/Advertising	459	2,798	1,000	2,200	3,300
10-140-252	Uniforms	11,550	3,470	22,963	15,000	23,000
10-140-253	Special Investigations	0	0	850	0	1,000
	Total Materials & Services	191,956	391,043	360,109	263,748	387,501
10-140-300	Equipment	18,421	106,292	93,000	93,700	115,600
10-140-311	Equipment Fund	34,311	24,314	42,689	42,600	20,000
	Total Capital Outlay	52,732	130,606	135,689	136,300	135,600
10-140-401	Transfer to Unemployment Fun	0	0	0	0	0
10-140-402	Transfer to GF ISF	85,768	82,697	115,216	115,216	105,332
	Total Transfers	85,768	82,697	115,216	115,216	105,332
10-140-500	Vehicle Lease Principal	0	0	0	0	0
10-140-501	Vehicle Lease Interest	0	0	0	0	0
10-140-502	Equipment Lease Principal	16,630	17,663	0	0	0
10-140-503	Equipment Lease Interest	2,130	1,097	0	0	0
	Total Debt Services	18,760	18,760	0	0	0
	Total Expenditures	1,872,668	1,970,192	2,746,744	1,851,663	2,880,002

Police Depart	ment			2023-24
	Comparison 2024 Budget to 2023	Adopted 2022-23	Budget 2023-24	Budget vs. 2022-23 Adopted
REQUIREMENTS				
	Personnel Services	2,180,730	2,251,569	103.25%
	Materials & Services	360,109	387,501	107.61%
	Capital Outlay	90,689	135,600	149.52%
	Operating Budget	2,631,528	2,774,670	105.44%
	Transfers	115,216	105,332	
	Debt Service	0	0	0.00%
	Total Expenditures	115,216	105,332	91.42%
TOTAL APPROPR	ATIONS	2,746,744	2,880,002	104.85%



POLICE DEPARTMENT	CIP					
Project	Amount	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 26 and Beyond
Patrol Vehicles	180,000		45,000	45,000	45,000	45,000
Weapons upgrade	10,000		10,000			
Vehicle & Body Cameras	18,000		6,000	6,000	6,000	
MDC for Patrol Vehicles	25,200	25,200				
Rifle Racks	5,000	5,000				
Vehicle & Portable Radios	8,000	8,000				
Total	246,200	38,200	61,000	51,000	51,000	45,000

Source: <u>https://www.scappoose.gov/sites/default/files/fileattachments/city_hall/page/681/2023</u> 24 city_adopted_budget.pdf, pages 61-64

Phase 1 Discovery Questions Submitted to Sherrif Pixley

Submitted: December 20, 2023. Answers received from Sheriff Pixley on December 28, 2023

1. Estimated Costs

We appreciate the preliminary numbers you provided on December 11, 2023, via email. Can you please confirm these numbers (for the public record)? Please fill in additional numbers where needed, and confirm these estimates include all necessary equipment and training.

Position	Annual Cost
1 - Lieutenant (the of this position would be split 25%/75% between the county and the City of Scappoose). The city would pay 75% for 75% of the lieutenant's time allocation to the City of Scappoose, in this scenario.	\$166,275
2 - Sergeants (dedicated 100% to a City of Scappoose Law Enforcement Services Partnership and paid 100% by the City of Scappoose).	\$402,224
10 - Patrol Deputies (dedicated 100% to a City of Scappoose Law Enforcement Services Partnership and paid 100% by the City of Scappoose).	\$1,465,990
1 - Seasonal School Resource Deputy (dedicated 70% to a City of Scappoose Law Enforcement Services Partnership and paid 70% by the City of Scappoose or the school district (to be determined), during the school season. During school summer vacation, the sheriff's office would pay (30%) for all expenses related to the position. The sheriff's office could use this position for river patrol or another assignment on the sheriff's office side during the school summer vacation months (30%).	\$102,620
1 – Part time Community Services Officer (dedicated 32 hours per week, to the City of Scappoose Law Enforcement Services Partnership and paid for by the City of Scappoose). This would be an unarmed/non-certified/non-sworn position. This position would be part time, 32 hours per week on a 4/8 schedule, in this scenario. This position would be responsible for community programs like neighborhood watch program management, citizen academy, general community engagement, social media engagement, code enforcement, etc.	(Pending Cost) Sheriff's Response: "We do not have this position, so we would have to do some research to give an accurate figure."

1 - Records Clerk (dedicated 100% to a City of Scappoose Law Enforcement Services Partnership and paid 100% by the City of Scappoose). The records clerk would work out of the Scappoose City Hall facility as they do now, to retain local "customer service" needs to the Scappoose community, M-F.	\$116,894
1 - Part Time Property & Evidence Technician (the technician would work out of the Scappoose City Hall facility as they do currently, parttime, as needed.	\$25,000
Total Personnel Cost:	\$2,279,003

Editorial Note: The Scappoose PD is currently funded for 12 total "sworn" positions: 1 chief, 1 lieutenant, 2 sergeants, 8 officers, and 2, "nonsworn" positions: 1 records clerk and 1 part time property and evidence tech. In contrast, the above includes 14 "sworn"/officer (deputy) positions and 3 "nonsworn" positions.

Expenses	Annual Cost
Overtime	\$75,000
Fuel	\$85,000
Cell Phone/Hot Spots/AVL service (details below)	\$26,400
Other? [BWC]. Please create additional lines as needed to itemize expenses by type.	\$11,700
CCSO Administrative Costs (10% of contract)	\$238,408
Total for Expenses	\$436,508
Total for Personnel and Expenses	\$2,715,511

Other Potential Costs

1a. K9 unit(s), how will this be reflected in the budget? In this scenario, we would like to see the county have at least 2, K9's. We understand there is only one right now. We would prefer the K9 unit to be maintained and part of CCSO (not the city contract – council would likely see this is a potential "value-added" aspect).

Sheriff's Response: Scappoose would have to pay for the cost of the K9 since that is not in our budget. There is also 10-20 hours of training per month and a 5% incentive pay for K9 Deputies.

1b. What space in the current SPD office/city hall would the sheriff's office need?

Sheriff's Response: We could either use the upstairs area or just choose two offices for us to utilize.

1c. Building expenses/lease: how would those costs be reflected in CCSO budget or would the contract state those costs would be directly covered by Scappoose City budget? This is for the sheriff's office's use of the current Scappoose Police Department Space.

Sheriff's Response: Either Scappoose would bear those costs, or we could just utilize CCSO for report writing and not use any Scappoose office space. If the city wanted to charge us for using the space, it could be negotiated in the contract.

1d. Are there any immediate or long-term equipment needs (vehicles, etc.) that are not included in the amounts listed above?

Sheriff's Response: The main ones I can think of are vehicles. These would need to be on a replacement schedule (we do 4-year 0rotations now). Scappoose and CCSO could cost share those vehicles, currently at about \$73,000 per vehicle. I do not know how many vehicles the city currently has, but we would most likely need to purchase additional vehicles up front to cover the added FTE's. We could cost share those vehicles but can't give you an accurate figure until I know how many vehicles are currently in your inventory and compare that to the # of FTE's you would want.

1d. Pertaining to the contract the Sheriff's Office has with the City of Clatskanie, how has the formula for the annual fee for services translated to actual costs each year? In other words, how accurate has that formula proved to be? What percentage increases have actually occurred annually?

Sheriff's Response: CCSO must notify the City of Clatskanie anytime there is an estimated cost of more than 3% annually.

1e. Relating to escalating annual costs, would Scappoose have any control over annual fee increases or cost increases year-over-year?

Sheriff's Response: We could build in a cap for the annual cost each year, for example, not to exceed 10% of previous year. I'm not opposed to negotiating something like that.

1e. Could a cap on annual increases be explored? (i.e., cost increases could not exceed 7%?)Sheriff's Response: See 1e above.

1f. Would the City of Scappoose have a seat at the table when CBAs are being bargained, or any other process that could cause cost increase to the city greater than an agreed to percentage?

Sheriff's Response: No, as this is a contract between Columbia County and the union (CCDSA).

1g. Since we have a few new vehicles and other recently purchased equipment, would we be compensated for any of those items? Please explain how the transfer of those assets would occur and how the city would be compensated for the transferred equipment.

Sheriff's Response: Those assets would be transferred to CCSO and there would be no compensation as this same equipment would be used by Deputies assigned to Scappoose.

Position	Annual Cost
1 – Chief	\$230,646
1 - Lieutenant	\$221,700
2 - Sergeants	\$402,224
8 – Patrol officers	\$1,173,792
1 – Records Clerk	\$93,514
.49 – Evidence Tech	\$34,466
Total Personnel Cost	\$2,156,342

For comparison with current costs, we'd like to understand what current SPD staffing levels would cost the City if those functions were offered through CCSO today:

Editorial Note: Budgeted personnel services for the Scappoose Police Department was \$2,251,569 in the 2023-24 annual budget (page 6). The City and SPD will be launching union negotiations, soon, which could result in an increase in PD personnel services cost for the 2024-25 budget and beyond.

The numbers provided by CCSO in the table above include the raises that CCSO deputies have already begun to receive, so no major personnel cost increases, aside from Cost-of-Living Increases (COLA) would be anticipated over the first term of a contract with CCSO.

We also need to confirm what position withing CCSO the "Chief" role equates to and confirm that is a cost that would be eliminated under the contracted services.

2. Level of Service

2a. Can you confirm the personnel numbers for Deputies and Sergeants (10 deputies/2 sergeants) listed in the Budget section above will give the city a minimum of 2 deputies/sergeants on duty in the city limits 24 hours per day, 7 days per week, 365 days per year?

Sheriff's Response: Yes, would have to backfill for vacations / sick days with overtime.

2b. Once a contract is signed, how long do you estimate until we could hit the staffing level to support at least two deputies on duty within the city limits for 24/7/365?

Sheriff's Response: This is difficult to tell and would be based on the employment conditions at the time of hire, but I believe we could get there within 1 year.

2c. As the city's population grows, how would that impact our necessary level of service and ultimately costs? What would be the process for adding positions to the partnership/contract?

Sheriff's Response: That would consist of a contract modification and agreement between the City and the County if additional positions are desired by the City of Scappoose.

2d. If the sheriff's office's patrol levy passed in 2023 expires and renewal fails, how would that impact costs to the City of Scappoose? If the county had a budget shortfall, how, if at all, would that impact the city's cost or level of service?

Sheriff's Response: That would not affect the City contract at all. We may have to lay off Patrol Deputies funded out of the levy or the county's general fund budget, but any county shortfalls would not affect the contract.

3. Contract Terms

3a. Would CCSO be willing to enter into a 5-year contract?

Sheriff's Response: I think a 5-year contract would be the minimum amount of time I would look at.

3b. Who could terminate the contract, with what notice and under what circumstance(s)?

Sheriff's Response: The current Clatskanie contract states: *"8.13. <u>Termination</u>. Either party may terminate this Agreement for any reason by giving written notice to the other party no later than April 15 prior to the start of the upcoming fiscal year. Upon such notice, the termination date will be July 1 of the following fiscal year, unless otherwise agreed by the parties."* I would expect the same or similar terms.

3c. If the city were to choose to terminate the contract, could all equipment be transferred to the city that that has been used under the contract? It's assumed the city has paid for the equipment under the contract cost.

Sheriff's Response: If there was equipment in use that the City solely paid for, I don't see any reason why those assets wouldn't be transferred back to the City of Scappoose. If there is equipment that was a shared cost, I would expect the City to reimburse CCSO for any portion that we paid for.

3d. If the county or CCSO were to encounter funding shortfalls, how might this impact services provided to the City of Scappoose?

Sheriff's Response: Please see the answer to 2d above.

4. <u>Personnel</u>

Please list the county's classification and pay scale current Scappoose Police Department employees would be subject to if a transfer to county employ were to take place:

Position	County Pay Scale	Other benefits
Police Chief		
Lieutenant	E06 – FLSA Exempt	"Take-home" vehicle
Sergeant	Grade 28	"Take-home" vehicle
Patrol Officer	113/133/103	"Take-home" vehicle
Office Administrator - Police	122	No

4a. It is our desire to keep the current, specific, Office Administrator <u>assigned to and working at</u> the Scappoose Police Department/city hall facility to ensure Scappoose community members have local access to law enforcement related admin services (reports, fingerprints, vehicle releases, etc.), as they do now. If possible, we'd also like to expand the CWP service to the location to at least 2 days per week and limited it to residents who have a Scappoose address. Who would the Office Administrator's direct supervisor be? Is the sheriff willing to accommodate this request?

Sheriff's Response: She would report directly to our Office Manager, Christina Chapman. Yes, I would want to keep TimmiSue at Scappoose due to her familiarity. Our CHL's are done mostly online now but she could process local applications as needed. 4b. Please explain how current SPD employees' seniority will be impacted once they become county employees. Please fully explain all aspects of county/sheriff's office employment where seniority is considered.

Sheriff's Response: This would be governed by ORS 236.604 – 236.640. Which means that the Officers currently at Scappoose would come to CCSO with their full seniority intact. This means a 10-year Scappoose Cop would be plugged into CCSO's seniority with 10 years of seniority.

4c. Please explain how CCDSA membership will work for the transferred employees. Which classifications are eligible, what is the union name for each classification, are they required to join, and what are the dues?

Sheriff's Response: Current dues are \$65/month. There was recent legislation that (in substance) states, employees are not required to join the union or pay union dues, but if they choose that option, they have to pay the current dues rate to a charity of their choice. Records Clerk, Evidence Tech and Officers would be Columbia County Deputy Sheriff's Association (CCDSA) which is currently represented by the Fraternal Order of Police (FOP), Sergeants and above are not part of any union.

4d. What are the effective dates for the current Collective Bargaining Agreement(s) (CBAs) that cover the classifications for each transferred employee?

Sheriff's Response: Current CBA expires 6/30/2025

4e. Is it correct that all transferred employees from SPD to CCSO will retain at least their current pay, benefits and paid leave time? Please fully explain.

Sheriff's Response: I can't answer this question as I do not know what their current benefits and leave time are through your current CBA. Once they become CCSO employees, they would be subject to the CCDSA CBA. As far as their pay is concerned, they would not receive less than they are making now. I believe in most cases they would receive an increase as our (county's) pay scale is higher than the City of Scappoose's.

4f. Where can a detailed explanation of benefits (health, paid leave time, etc.) for the related county positions be located?

Sheriff's Response:

https://www.columbiacountyor.gov/media/Human%20Resources/Union%20Contracts/CCDSA% 20Signed%20CBA%202023-2025_Searchable.pdf

4g. If Scappoose PD has an employee or employees on paid or unpaid administrative or medical leave, will the City of Scappoose be expected to continue to manage those processes, related legal aspects and responsibilities, or will the county/sheriff's office be willing to fully assume those processes, legal aspects and responsibilities? Please explain.

Sheriff's Response: The City of Scappoose would be responsible to maintain those processes/ legal aspects and responsibilities prior to them coming to the county/sheriff's office.

4h. If it is alleged that there was a policy or law violation by an SPD employee who was transferred to the county, would the city's process and policies (in place at the time of the violation) be applied, or county/sheriff's office process and policy? Please explain.

Sheriff's Response: Once the services are contracted, all employees would be subject to the rules and processes afforded to Columbia County employees and not subject to the City's policies. Those transferred employees would become Columbia County employees.

4i. Generally, what training will employees from the city transferred to the county be expected to successfully complete?

Sheriff's Response: We would submit the sworn staff to a Field Training and Evaluation (FTEP) process to familiarize them with Columbia County Policies / Procedures and expectations.

4j. Within the first 60 days of being transferred to county employment, will the sheriff's office management personnel complete a thorough review of all training and certification records for all employees transferred from SPD?

Sheriff's Response: Absolutely

4k. Explain all the different positions and assignments the sheriff's office offers that could be available to employees that meet the position's requirements, assuming there is a vacancy for the position.

Sheriff's Response: We currently have 1 general detective, 2 marijuana detectives, a K9 program, Marine Deputy, Search and Rescue Coordinator, Mounted Posse Coordinator, Major Crimes Investigator and truck inspector. I expect to have a Parks Deputy in the next couple of years.

4l. For internal openings, will the sheriff's office open the position up to everyone qualified within the sheriff's office and allow all those current employees who meet the minimum qualifications to apply and be considered through a fair evaluation process?

Sheriff's Response: Absolutely, they would have the right to bid or apply for any openings in which they qualify for.

4m. Are the personnel related policies that apply to all county employees, including the sheriff's office, available online and publicly accessible to view? If so, please provide the link.

Sheriff's Response: Yes.

https://sheriff.columbiacountyor.gov/media/Information/Policies/RELEASE 20221129 T043442 _CCSO%20Policy%20Manual.pdf

https://www.columbiacountyor.gov/media/Board/BOC/Order%20Resolutions/Order%20Resolut ions%202022/43-2022%20In%20the%20Matter%20of%20Adopting%20the%20Columbia%20County%20Personne l%20Rules.pdf

4n. If any, what "Value Added Service(s)" can the sheriff's office offer the city through a possible Scappoose Law Enforcement Services Partnership? E.g., K9, detectives, major crimes investigators, chaplain, volunteers (Search & Rescue, VIPS, mounted posse, reserves), dedicated HR, dedicated payroll, "in-house" legal counsel, etc.

Sheriff's Response: All the above.

40. Please provide the county's adopted equal employment opportunity policy.

Sheriff's Response: Please see 4m above.

4p. Please provide the county's policy (if one exists), or other official information that illustrates how the county continuously recruits, encourages and embraces diversity among its workforce.

Sheriff's Response: Please see 4m above.

4q. When the sheriff's office has open positions, does the sheriff's office proactively recruit and encourage candidates with diverse backgrounds and protected classes to apply?

Sheriff's Response: Yes

4r. Are there any specific examples you can provide that articulate the sheriff's office's culture?

Sheriff's Response: At CCSO we foster a positive work environment / culture by training our staff and empowering them to not only do their job, but to do the right thing and I believe this has worked as my employees seem happy and productive. I would encourage you to speak to my staff and determine the answer to this question yourselves. That way you get it straight from the line. 4s. Can you provide a written explanation regarding the sheriff's office's employee retention over the last 3 years, to include numbers and demographics of those hired and those who have left for any reason?

Sheriff's Response: Since 2020, we have lost 5 employees. One Deputy (Deputy Pesio) was hired by Bend PD, so his family moved there. Moving to the Bend area was his long-term goal, so he just realized his goal. 2 Deputies; Fiebich and Beam, left to work at MCSO and one took a Sergeant position with Scappoose. MCSO offered more money and was closer to where they lived. 1 Deputy (Detective Olsen), passed away. I can also share a historic staffing level that encompasses the last 10 years.

4t. Would the City of Scappoose be required to continue/maintain our municipal court and Prosecutor or is that a function that could be transferred to the County, and if transferred, do you know the related costs to the city, if any?

Sheriff's Response: You would not be responsible to maintain the court / city prosecutor. CCSO Deputies are currently authorized to cite into Circuit court or Columbia County Justice Court. I spoke to Kim regarding this and have an email to the Justice Court Judge to help shed additional light and thoughts on this topic.

4u. Would the City of Scappoose still need an evidence Technician, and if yes, would Terri Etter still be assigned to us?

Sheriff's Response: This position would be covered under the contract. Yes, Terri would still be a shared asset.

5. Administration of Services

5a. Can we review the type of citizen complaints received over the past two years, including the outcome (sustained, not sustained, unfounded). Since the services the city may seek do not involve detention facility services, this request excludes complaints stemming from the jail.

Sheriff's Response: Yes.

5b. Would CCSO be willing to use a vehicle location/GPS tool to show time spent within the contractually agreed upon areas of the city limits?

Sheriff's Response: If this was bargained into the contract and paid for under the contract, then yes.

5c. Is CCSO willing to maintain a level of presence at Scappoose community events? Can you share ideas of how we might integrate CCSO personnel into our events (sport events, movies in the park, earth day, etc. summer community events, shop with a cop, parades, etc.)?

Sheriff's Response: Community Policing is very near and dear to my heart. At least the on-duty staff would be required to attend. Other CCSO staff, including myself, would also be present. We authorize overtime for community events so typically these are well attended.

5d. What would be the level of welcomed input and insight from the Scappoose City Manager regarding CCSO services to the community? Would there be regular check-ins with the city manager? Could those meetings be at least monthly or more frequent, if needed? What type of information would be regularly shared with the city regarding calls, contact with the community, shifts covered, etc.? Are you willing to include into the contract what details the city would want to review at agreed to intervals?

Sheriff's Response: I would always welcome input from the Mayor / City Council / City Manager as I currently do with the City of Clatskanie. These are typically addressed either at City Council Meetings (The Lieutenant assigned to Scappoose would attend these meetings) or through me directly. I currently meet with the Clatskanie City Manager, and sometimes the mayor, at least quarterly but would invite more meetings. That way we can collaborate of any concerns, and we can adjust CCSO expectations as necessary. Yes, I would expect there to be performance measures and what info to be reviewed as part of the contract.

Appendix 1: Discovery Phase 1 notes received from Sheriff Pixley

Received: December 28, 2023

Section 1:

- Annual Cost for Positions: We do not currently have a CSO (Community Service Officer) job description or pay scale. This figure will not be included in the total cost estimate. I also increased the shared Lieutenant position to 25% CCSO and 75% SPD so more time can be devoted to running the police operations in Scappoose.
- Unused OT money would be returned to Scappoose.
- Fuel costs could be removed if the patrol folks assigned to Scappoose could use Scappoose pumps at the city shops.
- All employee costs are listed as roll up costs and under the current CBA. We will be renegotiating the CBA in 2025.
- 1d. If I could get an accurate accounting of all City owned Police vehicles and mileage, I can give you a better estimate on this request.

Section 4 – Personnel:

- I spoke with Kim regarding this list and why I can't fully address it. I did list the pay scales associated with each position though. Staff would be credited for years of service and placed appropriately on our pay scale.
- To answer your questions regarding pay scale and step, I would have to know what step and salary they are currently at. The Police Chief would not be a position if Scappoose Contracted, would have to have further discussion as to that position and would be governed by ORS 236.604 – 236.640. All sworn staff has "take home" vehicles (provided they live within 25 miles of the county line).

Appendix 2: Exploration of Municipal Court

Email correspondence based on Councilor Holmes' inquiry as to if Scappoose would need to maintain a municipal court if a contract if the City of Scappoose were to contract with the sheriff's office.

From: Brian Pixley
Sent: Friday, December 22, 2023 11:40 AM
To: Diana Taylor
Cc: Kim Holmes
Subject: [External] Re: Justice Court Question

Thank you for the quick reply, I appreciate it.

Sheriff B. Pixley

Columbia County Sheriff's Office

Phone: 503.366.4610

Dispatch: 503.397.1521

Fax: 503.366.4644

From: Diana Taylor
Sent: Friday, December 22, 2023 11:38 AM
To: Brian Pixley
Cc: Kim Holmes
Subject: Re: Justice Court Question

Good morning, Brian and Kim.

The Columbia County Justice Court DOES have concurrent jurisdiction, meaning that it would be legally permissible to have the Justice Court handle Scappoose Municipal Court matters.

From a practical standpoint, however, this would not be feasible because the Justice Court does not adjudicate crimes at this time. The Scappoose Municipal Court adjudicates misdemeanors and traffic violations. Defendants charged with violations are not entitled to court-appointed counsel; defendants charged with any offense involving possible jail time, i.e, crimes, ARE entitled to court-appointed counsel. The Scappoose Municipal Court has a roster of attorneys who accept appointments from the City to represent defendants who are charged with crimes, as well as a City Attorney who prosecutes those crimes. The Justice Court is located in Vernonia. When the Justice Court used to adjudicate crimes, those crimes were prosecuted by the Columbia County District Attorney's Office. That office decided not to prosecute matters in Justice Court any longer due to the expense (time and mileage) involved with traveling between St. Helens and Vernonia. The Justice Court's budget for court-appointed counsel has been largely eliminated. There is also the issue of difficulty developing jury pools due to the Court's location.

The Justice Court WOULD be able to absorb the traffic violations that originate out of Scappoose, but the crimes would have to go to Circuit Court.

I hope this information is helpful to both of you. If you have any additional questions, please do not hesitate to let me know.

I hope you have a wonderful Christmas and New Year's as well!

Diana M. Shera Taylor Justice of the Peace *COLUMBIA COUNTY JUSTICE COURT* 1001 Bridge Street Vernonia, OR 97064 (503) 429-2441

From: Brian Pixley
Sent: Friday, December 22, 2023 10:46 AM
To: Diana Taylor
Cc: Kim Holmes
Subject: Justice Court Question

Judge Taylor,

I have Cc'd Scappoose City Councilor Kim Holmes in this email.

The City of Scappoose is exploring a potential service contract with CCSO to see if it makes sense for the City and they had a question concerning their municipal court that I thought you would be able to answer better than me. If they ultimately decide to contract with CCSO, would they need to continue to have a Municipal court or could the Justice court be a solution for that? I appreciate any input / expertise you may have to share.

On a personal note, I hope you have a GREAT Christmas and a wonderful New Year!

Sheriff B. Pixley

Columbia County Sheriff's Office

Phone: 503.366.4610

Dispatch: 503.397.1521

Fax: 503.366.4644

<u>Appendix 3:</u> Information regarding retention of current Scappoose Police Department Employees if services were contracted with the Sherrif's office.

From: Brian Pixley
Sent: Wednesday, December 13, 2023 3:44 PM
To: Kim Holmes
Subject: [External] Employee Retention During Contract

Kim,

Please see ORS 236.604 - 236.640 for a more detailed answer regarding the employee retention question you asked. I also passed it along to Chief Lougal. Let me know if you have any additional questions.

Brian

https://oregon.public.law/statutes/ors 236.605

ORS 236.605 – Definitions for ORS 236.605 to 236.640

As used in ORS 236.605 (Definitions for ORS 236.605 to 236.640) to 236.640 (Reemployment right of employee at end of cooperation agreement),...

oregon.public.law

Sheriff B. Pixley

Columbia County Sheriff's Office

Phone: 503.366.4610

Dispatch: 503.397.1521

Fax: 503.366.4644

Discovery Phase II

The information presented for Council discussion and consideration at the April 1, 2024 council meeting is a result of inquiries from council stemming from Phase I, as well as new questions relating to 7 areas relating to equipment, staffing, community engagement, community visibility and branding, use of technology for public safety, focus on public safety priorities, and interagency engagement. Additional information includes interviews with staff from Happy Valley and the City of Cornelius.

Phase 1 Follow Up Questions

CCSO's previous response is shown in blue. The outstanding / follow up question is shown in red. CCSO follow up response in *italics*.

1. This is something city council would need to follow up with the School District on:

1 - Seasonal School Resource Deputy (dedicated 70% to a City of Scappoose	\$102,620
Law Enforcement Services Partnership and paid 70% by the City of	Will SD agree to
Scappoose or the school district (to be determined), during the school	cover this cost
season. During school summer vacation, the sheriff's office would pay (30%)	or a portion of
for all expenses related to the position. The sheriff's office could use this	this cost?
position for river patrol or another assignment on the sheriff's office side	
during the school summer vacation months (30%).	

If the SRO performs county functions (like River Patrol) during the summer, then yes, the CCSO would cover those costs. If Scappoose requests that the Deputy be utilizee within the City, then I would expect the City to cover that extra cost.

Regarding 2a. Can you confirm the personnel numbers for Deputies and Sergeants (10 deputies/2 sergeants) listed in the Budget section above will give the city a minimum of 2 deputies/sergeants on duty in the city limits 24 hours per day, 7 days per week, 365 days per year?

Sheriff's Response: Yes, would have to backfill for vacations / sick days with overtime.

I think our expectation would be that we always have two deputies/sergeants on duty 24/7 within the city limits unless a call takes them outside the city limits (emergency assistance to another agency, transport to jail or hospital, etc. – same SOP as we have now with the current PD operations). We need to confirm the overtime cost listed by the sheriff above *analyze* the vacation time a city contract deputy could use that would result in causing an overtime shift. That cost needs to be reflected in the overtime budget estimate. I think we would also like to see an analysis of leave time by deputies over the last two years to determine trends of training time, sick and other leave types to help accurately formulate what the overtime budget should be. The overtime budget number

really needs to be analyzed and laid out in writing that shows how the overtime budget was reached and using what historical data and assumptions.

Please detail how you arrived at the initial calculation of \$75,000 estimate.

This is an area that still needs additional information to affirm the \$75,000 estimate.

3. Under "Expenses":

Fuel	\$85,000
How much does this go down if we maintain the main fuel supply for city	
contract deputies, like we do now where they fill up at a city facility? How	
many gallons does this include so we can price maintaining and providing	
the fuel vs. the quoted cost. Does this consider the mileage driven per shift	
will be less than what a county deputy drives, covering the entire county?	

If the city allowed the Deputies assigned to the city to use the city fuel pumps, this amount would go away. At that point, we would no longer need to charge anything for fuel.

4. Under "Expenses":

Cell Phone/Hot Spots/AVL service (details below).	\$26,400
Noted that this includes the service for the AVL devices for the city council	
to get accurate stats on time spent in the city limits.	

This amount includes cell phone and hot spot. If the requested AVL the city wants to use is an additional cost, that would be passed on to the city.

5. Under "Expenses":

Other? [BWC]. Please create additional lines as needed to itemize expenses	\$11,700
by type.	
Is this the initial fee where the devices are bought, or are they on a lease	
program where the total includes all storage and other needed services and	
allows the devices to be replaced without further charge every so many	
months or years? Can our current devices be used to reduce cost, or will	
that complicate device management, evidence management and so on?	
Wherever practical we want to use what we already paid for, for obvious	
reasons.	

This cost includes the device and storage for 3 years. We lease the devices and as part of that lease, all of our devices are refreshed every three years with the latest technology. The city's

current cameras are not compatible with CCSO's system, so we would be unable to use the existing devices.

6. Under "Expenses":

CCSO Administrative Costs (10% of contract)	\$238,408
Is CCSO willing to include performance penalties if contractual obligations	
are not met? For example, let's say there's 10 hours the sheriff's office did	
not provide coverage for one of two deputies inside the city limits. If the	
total annual cost for the position is \$147,000, then 10 hours would be about	
\$707. This is just an example, but I think our expectation would be that we	
don't pay for what we didn't get if the expectation is negotiated/included	
into the agreement.	

CCSO would provide the city a quarterly billing statement, just like we do for the City of Clatskanie. We would only charge the City for actual shifts covered within the City. Any time spent on duty and attending mandatory training at a different location is considered on-duty time in the City. Any compensable time a Deputy assigned to the City takes is considered work for purposes of the agreement. This includes vacation, sick leave, comp time, OFLA, FMLA or PLO. Any overtime incurred to cover training and leave will be billed to the City as overtime.

7. Related to Section 1, Estimated Cost: I think we need to confirm the details listed in the Total Personnel Expense and Total Other Cost Expenses table above include all necessary equipment, to include vehicles for all personnel, duty gear uniforms, etc. If so, we need to understand how the above numbers will decrease based on the reuse of any equipment the SPD has to transfer to CCSO. If CCSO is not interested in that equipment, it would be good to know a ballpark figure of how much money at auction we can get for those PD items CCSO does not want. Some will have zero value unless utilized by CCSO, so where at all practical out of respect for public funds/taxpayers, that equipment be reused until end of its useful life.

We would most likely absorb any usable equipment to minimize costs for Scappoose and CCSO.

8. 1b. What space in the current SPD office/city hall would the sheriff's office need?

Sheriff's Response: We could either use the upstairs area or just choose two offices for us to utilize.

We would need to maintain the current area TimmiSue works in/has the front public counter, the back area of level 1 where the intoxilyzer, fingerprinting and holding cell are, plus upstairs for city contract deputies to write reports, have meetings, locker type room, etc. It's a liability issue, accessibility issue, and not practical in other ways to take DUII custodies up a flight of stairs. There is some middle space in the current police department that could be reorganized to provide space for other city employees, however this would

have to be done with physical office wall changes as non-police department members cannot be within the police department area due to FBI CJIS compliance policy mandates all LE agencies are subject to. It is not practical to make the city contract deputies drive to St. Helens to write reports or process DUII / "cite and release" custodies as that takes them out of city limits and causes other additional, avoidable expenses. DUII's must also be processed immediately, given legal considerations and dissipating BAC levels.

The downstairs area of the current PD would have enough space to accommodate for on-duty report writing as well as an office for any supervisory needs.

9. 1c. Building expenses/lease: how would those costs be reflected in CCSO budget or would the contract state those costs would be directly covered by Scappoose City budget? This is for the sheriff's office's use of the current Scappoose Police Department Space.

Sheriff's Response: Either Scappoose would bear those costs, or we could just utilize CCSO for report writing and not use any Scappoose office space. If the city wanted to charge us for using the space, it could be negotiated in the contract.

Needs discussion. Reference comments above. We also need to check with the city manager to figure out a realistic cost/budget to associate to maintaining the office space needed for the city contract deputies and sergeants.

This is a Scappoose building for use by Scappoose Deputies. All costs associated with maintaining the facility will fall to the city.

10. 1d. Are there any immediate or long-term equipment needs (vehicles, etc.) that are not included in the amounts listed above?

Sheriff's Response: The main ones I can think of are vehicles. These would need to be on a replacement schedule (we do 4-year Orotations now). Scappoose and CCSO could cost share those vehicles, currently at about \$73,000 per vehicle. I do not know how many vehicles the city currently has, but we would most likely need to purchase additional vehicles up front to cover the added FTE's. We could cost share those vehicles but can't give you an accurate figure until I know how many vehicles are currently in your inventory and compare that to the # of FTE's you would want.

Needs further evaluation after city staff provide the information council has requested. I do not understand the share cost aspect of the sheriff's response. If the vehicles are going to be used for city contract deputies only, then??

Based on information provided, the City would need to purchase or lease 4 - 5 additional vehicles to reach the service level the City is asking for. CCSO leases vehicles for \$19,000 per year per vehicle. In addition, the City would provide funding for Glock 47 MOS pistols, to be consistent with CCSO firearm standards. This is a one-time cost. Glock 47 MOS pistols are \$1,350 per

Deputy and any existing city pistols can be traded in for a \$300 - \$400 credit each. [See line 34 of Side-by-Side cost comparison]

11. 1d. Pertaining to the contract the Sheriff's Office has with the City of Clatskanie, how has the formula for the annual fee for services translated to actual costs each year? In other words, how accurate has that formula proved to be? What percentage increases have actually occurred annually?

Sheriff's Response: CCSO must notify the City of Clatskanie anytime there is an estimated cost of more than 3% annually.

How far in advance must the notification take place? I think we would want notification for the coming July $1 - June 30^{th}$ to occur no later than end of January before the following July 1 fiscal year so it can be addressed in the budget and with the budget committee.

We are currently required to notify the City of Clatskanie of any increases by March 1st, yearly. We would provide this information to the City as soon as possible, but no later than March 1. This year we provided that information to Clatskanie by the end of February.

12. 1g. Since we have a few new vehicles and other recently purchased equipment, would we be compensated for any of those items? Please explain how the transfer of those assets would occur and how the city would be compensated for the transferred equipment.

Sheriff's Response: Those assets would be transferred to CCSO and there would be no compensation as this same equipment would be used by Deputies assigned to Scappoose.

Needs further evaluation after city staff provide the information council has requested. Please detail the cost of additional vehicles and equipment in the comparative cost sheet.

A fully outfitted vehicle currently costs \$73k, or \$19k yearly for a lease payment.

13. 2a. Can you confirm the personnel numbers for Deputies and Sergeants (10 deputies/2 sergeants) listed in the Budget section above will give the city a minimum of 2 deputies/sergeants on duty in the city limits 24 hours per day, 7 days per week, 365 days per year?

Sheriff's Response: Yes, would have to backfill for vacations / sick days with overtime.

I think our expectation would be that we always have two deputies/sergeants on duty 24/7 within the city limits unless a call takes them outside the city limits (emergency/"mutual aid" assistance to another agency, transport to jail or hospital, etc. –

same SOP as we have now with the current PD). We need to confirm the overtime cost listed by the sheriff above analyze the vacation time a city contract deputy could use that would result in causing an overtime shift. That cost needs to be reflected in the overtime budget estimate. I would also like to see an analysis of leave time by deputies over the last two years to determine trends of training time, sick and other leave types to help accurately formulate what the overtime budget should be. The overtime budget number really needs to be analyzed and laid out in writing that shows how the overtime budget was reached and using what historical data and assumptions.

See discussion of overtime estimates in the Side-by-Side Cost Comparison.

14. 3a. Would CCSO be willing to enter into a 5-year contract?

Sheriff's Response: I think a 5-year contract would be the minimum amount of time I would look at.

I think this is fair so long as the termination term outlined below is within the agreement and clear.

Agreed

15. 3c. If the city were to choose to terminate the contract, could all equipment be transferred to the city that that has been used under the contract? It's assumed the city has paid for the equipment under the contract cost.

Sheriff's Response: If there was equipment in use that the City solely paid for, I don't see any reason why those assets wouldn't be transferred back to the City of Scappoose. If there is equipment that was a shared cost, I would expect the City to reimburse CCSO for any portion that we paid for.

I think we need to understand the response better. I had assumed that all the equipment and costs related to providing services to the City of Scappoose would be paid for by the City of Scappoose through the agreed to contract cost. What would be a case where the county may have partial interest in the equipment, or what equipment? Need additional details to better understand this.

If the City solely paid for the equipment, for instance, the purchase of new firearms or vehicles, those would revert back to the City's possession.

16. 4e. Is it correct that all transferred employees from SPD to CCSO will retain at least their current pay, benefits and paid leave time? Please fully explain.

Sheriff's Response: I can't answer this question as I do not know what their current benefits and leave time are through your current CBA. Once they become CCSO employees, they would be subject to the CCDSA CBA. As far as their pay is concerned, they would not receive less than they are making now. I believe in most cases they would receive an increase as our (county's) pay scale is higher than the City of Scappoose's.

Needs further evaluation after city staff provide the information council has requested.

See Side-by-side cost comparison between Scappoose Police Department and CCSO projected at 24/7 on duty coverage.

17. 4f. Where can a detailed explanation of benefits (health, paid leave time, etc.) for the related county positions be located?

Sheriff's Response:

https://www.columbiacountyor.gov/media/Human%20Resources/Union%20Contracts/C CDSA%20Signed%20CBA%202023-2025 Searchable.pdf

It may be a good idea to task someone with creating a side-by-side table of the current benefits our SPD personnel receive vs. what they would receive by county to ensure it doesn't prompt additional questions, or concerns.

From Councilor Holmes: Officers should have very similar benefits in terms of leave. When it comes to medical insurance coverage:

- This City of Scappoose pays 100% of the employee's coverage and 88% of coverage for families.
- From CCSO CBA, <u>CCDSA Signed CBA 2023-2025 Searchable.pdf (columbiacountyor.gov)</u>, "Employees will pay 8% of the monthly premium for the chosen level of HMO Plan coverage."
- 18. 4i. Generally, what training will employees from the city transferred to the county be expected to successfully complete?

Sheriff's Response: We would submit the sworn staff to a Field Training and Evaluation (FTEP) process to familiarize them with Columbia County Policies / Procedures and expectations.

There's been some concern about this by the current PD membership. I think this is good to mitigate liability and ensure everyone is operating to the same professional standards and levels. I can understand it may create some concerns for members in the police department that may question their ability to successfully pass the training and performance program of the sheriff's office, our first obligation is to the city and community to ensure training, competence and standards are high. I'm including this concern back into follow-up in case there's any additional comments the sheriff and council wants to add to this specific concern, as I agree with the sheriff's response. Everyone should be striving for excellent raining and demonstrated competence in all standardized FTEP manual areas that is developed by DPSST.

FTEP would be required for all Officers coming over. This is not negotiable. If current staff are unsuccessful in completing FTEP, they may be reassigned to other positions within the Sheriff's Office.

19. 4t. Would the City of Scappoose be required to continue/maintain our municipal court and Prosecutor or is that a function that could be transferred to the County, and if transferred, do you know the related costs to the city, if any?

Sheriff's Response: You would not be responsible to maintain the court / city prosecutor. CCSO Deputies are currently authorized to cite into Circuit court or Columbia County Justice Court. I spoke to Kim regarding this and have an email to the Justice Court Judge to help shed additional light and thoughts on this topic.

This deserves more exploration before we can understand how this would impact the city. It may be that the city can also save money by switching from having a municipal court to utilizing the existing Justice Court and Circuit Court. There are considerations council needs to be aware of before deciding on this specific topic. If we can remove duplicated services and therefore reduce costs, then we should be doing that anyway as a good steward of taxpayer dollars. One of my questions is understanding how much the city's Municipal court costs us each year out of the budget vs. how much revenue it puts back into the budget, if any. Also ensuring Justice Court would handle city code violations and at what cost/administrative fees, if any.

From Councilor Holmes: This is a point to be further reviewed if we were to continue exploration of a contract with CCSO.
Phase 2 Questions

Sheriff's answers in blue below.

1. Equipment and services

1.1 Through the initial discovery phase, some have expressed concern the city's current equipment will be absorbed by the CCSO if contracting were to occur, with no compensation to the city for that equipment. I believe this is incorrect. Please explain how the city would be compensated for all vehicles and equipment that is transferred to the sheriff's office.

Sheriff's response: The items the City owns will be transferred into the care of CCSO for City Deputy use. Transferring these assets reduces the costs to the City for initial vehicles and equipment. If the City chooses not to transfer the assets, new assets would need to be purchased by the City.

1.2 Would CCSO charge the city for other services if other services were needed on a temporary/support basis, such as K9, detective, search and rescue, etc.?

Sheriff's response: No, the City would not be charged for extra services provide by the County.

2. Staffing

- 2.1 Is CCSO currently fully staffed, including all the positions funded through the 2023 local option levy for increased CCSO enforcement personnel?
 - a. If so, when was full staffing accomplished.
 - b. If so, does that mean there is at least one on duty patrol deputy patrolling and responding to calls for service 24/7/365?
 - c. If so, From the time CCSO began recruiting to fill the position the levy funded, to full staffing, what was the time frame?
 - d. If no, please explain why the coverage has not yet been accomplished.
 - i. Recruiting in training/academy, etc.? (position is filled it's just a time it takes to train a recruit/entry level deputy?)

Sheriff's response: CCSO has four open positions, with some applicants in the hiring process and two Deputies who will transfer back into patrol after a grant ends in 2024. This leaves two open positions with applicants in the pipeline. CCSO currently has 2 Deputies on duty

24/7/365. We currently have 2 Deputies in the basic academy and 2 Deputies on a modified duty status.

2.2 Is CCSO willing to adjust patrol schedules to ensure shift overlap (double coverage/4 deputies on duty) during school drop off and pick up? For example, 7:00am to 9am and 2pm to 4pm? This is to allow deputies to focus on aggressive traffic safety enforcement in and around school routes/zones on a daily basis (presence and traffic stops).

Sheriff's response: There is no schedule that would allow four Deputies during both of these times. When possible we will overlap shifts during one or more of those times, however we cannot guarantee there will be overlap.

2.3 During the meeting on 2/5, questions were raised around the security of any SPD officer's position after the 1 year once transferred over to CCSO. Can you speak to what retention beyond that period might look like, union influence over retention, etc.

Sheriff's response: Deputies are protected by union rules as part of the CBA. We could not legally release anyone without cause. The 1-year protection does not absolve the County of the right to dismiss employees for cause, no matter their tenure or seniority level.

2.4 Will CCSO agree to a rotation plan that doesn't allow 50% of the positions to rotate out within the same year? For example no more than 5 patrol deputies can change in the same 12-months. Only one sergeant may change every two years and the assigned lieutenant must say assigned at least 3 years.

Sheriff's response: Having a stable police force is important. This will be a balance and may provide difficult with the timelines you provide. Currently, Clatskanie Deputies are on a 6 month rotation schedule based on the shift bid process provided in the CBA. Scappoose would be handled similarly. Sergeants and Lieutenants are not part of the CBA and can be scheduled for a longer duration for consistency.

2.5 Will CCSO agree that the City of Scappoose contract would not be a training ground? In other words, we want assurance that we won't have all new officers with little experience assigned to the contract. We'd want to see some sort of plan that ensures a mix of experienced deputies and newer deputies. We consider new deputies any deputy with less than 3 years of consecutive law enforcement experience within the last year.

Sheriff's response: CCSO can't assure any duration of time for Deputies. This is contingent on the rules of the CBA. CCSO offers a 2% resident Deputy incentive pay for working within the city where the Deputy resides. CCSO has several tenured Deputies who live within the city limits who may take advantage of this offer. Leadership staff can be assigned to a longer duration. It is not our intention to put new leaders within the City.

3. Community Engagement

3.1 We've seen some comments by Clatskanie residents claiming they are unhappy with the sheriff's office's performance in Clatskanie. Can CCSO provide insight into the concerns expressed from Clatskanie residents and if CCSO is meeting its contractual obligations with the City of Clatskanie?

Sheriff response: CCSO is absolutely meeting our contracted obligations to the City of Clatskanie. I believe this problem may be due in large part to the citizens not understanding what the contractual obligations are. The City of Clatskanie currently pay for 2.7 FTE for patrol staff and .25FTE for supervisory oversight. That equates to just over 15 hours per day of staffed time. Residents expect more coverage, even though the City does not pay for it.

I have a good working relationship with the Mayor and City Manager in Clatskanie. The City Manager and I try to meet at least quarterly to discuss concerns that may arise and then work collaboratively to ensure they are addressed in the best way possible. My Lieutenant attends weekly / bi-weekly meetings with the City Manager and both he and my Chief Deputy regularly attend the monthly City Council meetings to address problems brought forward by the citizens.

3.2 We would like to further explore any complaints that those in county may have filed with CCSO relating to policing services. Would it be possible to get some high level information about the nature of the complaints that have been raised and the disposition of those complaints (omitting names of community members or officers involved in those complaints). **Sheriff's response:** Yes, I would have to work with my County Counsel and HR Director to ensure we adhere to privacy rules as they relate to personnel issues. I reviewed my files and located 15 complaints files since 2021, resulting in 3 formal disciplines, 3 verbal counseling sessions and 9 unfounded complaints. There were several instances where the same citizen made the same complaint of the same employee for the same reasons. In these cases I counted them as 1 complaint.

4. Community Visibility and Branding

4.1 Is CCSO willing to implement the branding theme for equipment/uniforms that the city council requests? This includes specifications such as car design (black and white), specific graphics with "Serving Scappoose" (for example), uniform color (black, for example), patches, badges and other requirements for uniforms and equipment to ensure professional appearance/professional standards?

Sheriff's response: I believe the best opportunity is to streamline branding. All cars, as replaced, will transition to CCSO branding with an additional line saying "Serving the Cities of Scappoose and Clatskanie". This ensures continuity as Deputies move in and out of the City. I'm willing to negotiate on a Scappoose uniform while Deputies are assigned to the City, but the City would be responsible for those additional uniform costs.

4.2 Is CCSO willing to follow a social media plan prescribed by the city/city council? For example, the sheriff's office would use either the city's social media as the police department does now to post information or create a "Columbia County Sheriff's – Serving Scappoose" page (specifics TBD). I can envision the city council wanting informational posts about all attempt to locates for persons of interest in incidents, missing persons, missing pets, found pets, monthly stats, staffing updates, awards and achievements of staff, recognizing citizens for their involvement in certain cases, solved cases, etc. and within a certain timeframe of when the incident is reported.

Sheriff's response: CCSO currently has several social media pages and could add an additional page for Scappoose-centric issues. Providing content for this page would fall to the assigned Lieutenant and would be subject to their availability and workload.

5. Use of Technology for Public Safety

5.1 Would CCSO agree to license and ensure implementation and use of SPIDR Tech (www.spidrtech.com)? SPIDR Tech would allow the city to ensure our citizens are receiving quality law enforcement/customer service from the sheriff's office contract and allow the city a method to continuously evaluate the public's option of the contract with the sheriff's office. Oregon cities like Bend have implemented this tool for their PD. This of course would require collaboration with and cooperation from C911CD.

Sheriff's response: I would need more information before I could agree to this point. I am open to utilizing new technology, however since this is for the benefit of the City, they would be responsible for paying for it.

5.2 Would CCSO be willing to manage and utilize to its fullest extent the Flock Safety Camera system throughout the city, should the city council move forward with that project and have the cameras installed throughout the city? We assume the city would be billed and pay for the actual costs of the system.

Sheriff's response: I am unaware of this system so would need further information before I could agree.

5.3 Would CCSO be willing to equip all vehicles with moving radar and ensure all deputies are radar and lidar certified in order to conduct consistent traffic safety enforcement throughout the city?

Sheriff's response: The costs above for vehicle purchase or lease include radar. All Deputies will be trained and certified in both radar and lidar.

5.4 Would CCSO be willing to equip at least 3 of the patrol vehicles used by patrol deputies (assigned to different shifts) with LPR to notify deputies instantly of passing stolen vehicles?

Sheriff's response: This would have to be negotiated in the contract to ensure the City would be taking on the cost of this new tech. This is not currently in the County budget.

6. Focus on Public Safety Priorities

6.1 If the Council prioritized traffic safety enforcement and wanted to see speeds enforced, can Scappoose write that priority into the contract? How could the impact of creating that priority be measured?

Sheriff's response: It is illegal to create performance standards around things such as traffic citations. However, I understand and fully expect to work with the City Council to address safety concerns within the city. I believe most of these things can be tracked through CAD.

6.2 If the city installs throughout the city speed radar signs that indicate to drivers how fast they are going, and provides data wirelessly about stats for each location, will CCSO agree to review the data at least once weekly and direct deputies to those areas for speed enforcement campaigns as the data from each sign suggests is needed?

Sheriff's response: CCSO would be willing to consistently review the data, however cannot promise weekly review. This would fall to supervisors and is subject to their schedules and workloads.

6.3 Will CCSO agree to timely and professionally handle (write tickets when necessary) for city code compliance violations?

Sheriff's response: We currently work with the City of Clatskanie Code Enforcement person and issue citations as needed. Deputies can provide support to a City-funded code enforcement person but will not provide a code enforcement officer unless specifically requested and paid for by the City.

6.4 Will CCSO agree to ensure deputies conduct professional, timely follow up on all reported incidents they are dispatched to, write reports in a timely and professional manner as expected by the city council and district attorney, and take proper professional enforcement action on violations and crimes? The city council expects timely, professional follow-up to actually solve crimes and hold accountable those who commit crimes. Thorough follow up such as searching for and reviewing neighbor's security cameras, etc. is the type of detailed, professional follow up the city will expect to solve crimes. This is an example only.

Sheriff's response: CCSO will provide timely follow-up on crimes and reports within the allocated staffing hours provided by the City. If follow ups require overtime, this will provided at a cost to the City.

- 6.5 Is CCSO willing to respond to all residential and business silent and audible alarms? Sheriff's response: Yes. The on-duty staff will be expected to respond to alarms within the City. Please note that calls are prioritized and the higher priority calls will always be addressed first.
- 6.6 Is CCSO willing to consistently (daily) conduct "business checks" (premise check) when businesses are known to be closed, especially during night hours, to foster community policing and relations with business owners? This is the traditional practice that has went away that should come back, where officers get out of their car and check doors to make sure they're locked and walk around the parameter of the business.

Sheriff's response: If the Deputies assigned to the City are working priority calls or a major crime, they will not be expected to perform premise checks while actively engaged. But as a matter of general duty / service, yes, they would be expected to complete premise checks.

6.7 To foster improved community policing/community relations, is CCSO willing to conduct "vacation" checks, when requested by residents out of town?

Sheriff's response: See 6.6

6.8 Is CCSO willing to provide monthly reports in the format prescribed by council? These reports may include stats on all incident types (TBD) per month, dispatch and arrival time for dispatched incidents, categorized by call priority (TBD), daily stats for on duty, on patrol in city limits, staffing levels, broken down by hour per day (format could be determined later).

Sheriff's response: The form of these reports would have to be worked on collaboratively to ensure the data is easily accessible, and that the reporting is completed in the best way without being time prohibitive.

7. Interagency engagement

7.1 The City Council has taken a stance on the 911 process, passing a resolution in support of an RFP process. Is CCSO willing to help the city advocate for this position to drive improvements with the 9-1-1 system, as needed? Concerns with the current process include operational and safety needs of first responders, consideration of school system needs, potential dependence on a system managed by another jurisdiction, and unreliability of the CAD system. Is CCSO championing change that would address these concerns?

Sheriff's response: Yes, CCSO is currently working with the Cities of Scappoose, Vernonia and Columbia City to ensure the County receives the best radio / CAD available and will push for as much collaboration as we are able.

See confirmation of support for Scappoose City Council Resolution 23-04 in Appendix 4.

Appendix 4: Sheriff acknowledgement of support for Scappoose City Council Resolution 23-04: A RESOLUTION IN SUPPORT OF OREGON'S COMPETITIVE PUBLIC CONTRACTING RULES

From: Brian Pixley <Brian.Pixley@columbiacountyor.gov>
Sent: Monday, March 11, 2024 1:57 PM
To: Tyler Miller <tmiller@scappoose.gov>
Cc: Kim Holmes <kholmes@scappoose.gov>
Subject: Re: Scappoose Resolution

I can agree to support that resolution...

В

From: Tyler Miller <<u>tmiller@scappoose.gov</u>>
Sent: Friday, March 1, 2024 11:56 PM
To: Brian Pixley <<u>Brian.Pixley@columbiacountyor.gov</u>>
Cc: Kim Holmes <<u>kholmes@scappoose.gov</u>>
Subject: Scappoose Resolution

CAUTION: This email was NOT sent by the Columbia County email system. Do not click links or open attachments unless you are expecting this email and/or know the content is safe. Also, do NOT scan any 'QR' codes in this email.

The requested Resolution is attached.



Tyler Miller City Councilor City of Scappoose

- **L** (503) 303-3860
- https://www.scappoose.gov
 - 33568 E. Columbia Ave Scappoose, OR 97056

This email may be a public record, subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. Any reply to this email may be a public record, subject to public disclosure unless exempt from disclosure under Oregon Public Records Law.

Appendix 5: Interview with Happy Valley regarding contracted services with Clackamas County

City of Happy Valley, Contracted with Clackamas County Sheriff's Office

Conversation with Steve Campbell, Director of Public Safety for Happy Valley

February 12,2024

Population: 23,730

Happy Valley has been contracting with the Sherrif's office since 1973. Contracted services have been going very well, particularly since the contract was renegotiated with the Sherrif's office in 2008-2009.

At that time the Sherrif wanted to increase contracting services 30%-40%. This was not acceptable to the city, so they conducted a study of King County and the structure of the contracted services in place there for 16+ cities. Based on the learnings from King County and performing a detailed cost analysis, Happy Valley restructured the contract in a way that is financially realistic and meets the LOS desired by the city.

The Sheriff can change, so it's very important to detail the structure of service the city wants so it remains constant regardless of who is elected to serve as Sheriff. For example, if traffic enforcement is a priority to the community, write enforcement requirements into the contract as it might not be a priority to the Sheriff that is currently serving. Getting the LOS you want is all about how you structure the contract.

Benefits of Contracted Services

The cost savings from administrative efficiencies afforded by contracting cannot be matched relative to running your own police department.

As a smaller community, Happy Valley gets to use the services of a much larger office without having to resource it yourself. But access to those other functions needs to be clearly outlined in the contract.

Contract services provides indemnification to the city, relieving it of significant liability. In the event there are complaints about an officer's performance, that is something the County has to deal with. If there are employment issues with an officer, that is another area that the County will have to deal with. City resources and time does not get tied up with matters of the police department.

Community Policing

Happy Valley wanted to retain their own identity. Under their contract, they pay the Sheriff's department for cars that have the Happy Valley logo, officers assigned to the city wear a unique uniform, etc. For all intents and purposes, it looks like an independent department.

Deputies can sign up to serve in the city for five years, and many of them stay for the full rotation. They do have the ability to "bump out" back to the county after 2 years if they wish. They build in this longer term because the city wanted continuity with officers who know the community and the community can become familiar with their officers. After the 5 years, those officers can reapply for another 5 years, and some do.

The city also wanted experienced leadership in the city. In the Happy Valley contract, it stipulates that sergeants must have at least 1 year of experience in that position before being assigned to the city.

Conversely, the Cities of Troutville and Fairview use a district contract model. This is less expensive, but the sheriff's office divides the city up into districts and deputies get assigned to those districts on a frequently rotating basis. It doesn't give you the continuity you might want for community policing purposes.

Oversight of services

In Clackamas County there are four cities that have contracted services with the Sheriff's office. When the Happy Valley contract was revised in 2009, the county formed a police oversite committee with the 4 cities. The cities and county meet every quarter to discuss police services, what the future of services looks like, union negotiations, retention, etc. When decisions are made, every city gets a vote and the Sheriff gets 2 votes. It has been a very good way to afford cities input without any one party having an outsized voice or influence in the future of policing in the cities.

"Unwinding" the IGA

Happy Valley has never considered leaving the contracted services arrangement because they simply cannot afford it. The City's permanent tax rate is \$0.67 per \$1000 of assessed value. For this reason, there is a \$1.38 (per \$1000 of assessed value) public safety levy that has been in place since 2002 to fund policing.

Once you get a public safety levy in place, it becomes harder to attract and retain career officers because your funding can be unstable over time.

Appendix 6: Interview with City of Cornelius regarding contracted services with Washington County

Conversation with Peter Brandom, City Manager for the City of Cornelius

February 26, 2024

Population: 13,416

History of contracted services

In 2011/2012 police department was facing challenges and contracting was a move to remedy those issues. The problems were of a nature that it was almost necessary to disband the department for the sake of public confidence.

During that time, they have had a succession of Lieutenants serving in the chief capacity. By the nature of the contract, they have an intentional short tenure. They have all be very good in the leadership role. There is a Seargeant and he is more the day-to-day staffing lead.

Costs

For budget reasons they needed to reduce a deputy. They have ten deputies, a Corporal Seargeant and Lieutenant at \$2.7 million a year. That puts them very close to one sworn officer per 1,000 population.

Benefits of contracting

One of the greatest benefits of contracting with Washington County is having a deep bench everyday of rolling officers around the county. For example, they had an incident that required 22 officers on a the scene last weekend. Mutual aid happens naturally, but there is a benefit to having county-to-county LE on calls rather than having county come in support a city dept.

Under their contracting structure, if the CM don't see the assigned Lieutenant as a good fit, they can go back to the Sheriff's office and get someone who is a better fit. That is very different than the challenge you have replacing a Chief if they are a city employee.

There is a real benefit to not having to manage a public safety department and the liability that can come with that.

Uniforms and cars

For City Council it was important that they maintained identity. For all intensive purposes, the City still has its own brand. There is a unique Cornelius badge, which uses elements of the county badge, so it's a unique co-brand. And it's been important to the city and the community to have a Cornelius identify for officers serving the community.

Assignments

The Lieutenant is a three year assignment. The city is now on their 4th one. They are all seasoned Lieutenants, and most have been ready for promotion to commander. The only exception was the last one who was close to retirement and had no desire for promotion. All of the Lieutenants have been very connected with the Sheriff's office, helping to pull resources into the city when needed. The other benefit of having a new Lieutenant every few years is that they bring fresh perspectives and approaches, which has been healthy for the dept. All of the officers that get the Cornelius rotation really seem to like their time with the city.

			Scappoose Po	lice Department		Columbia County Sherrif's Office			
	Category	SPD Projected Expense 2024-2025 Budget	Notes for 24/7 projection	Notes	Category	CCSO Projected Expenses 2024-2025 Budget	Notes		
Personnel	1-Chief	\$237,033		Includes 6% COLA and 10% insurance cost increases	Chief - N/A	N/A	N/A		
	1 Lieutenant 100%	\$217,543		Includes 6% COLA and 10% insurance cost increases	1 Lieutenant 100%	\$221,700	This is a total roll up cost for FY 2024/2025		
	2 Sergeants	\$375,650		Includes 6% COLA and 10% insurance cost increases	2 Sergeants	\$406,599	This is a total roll up cost for FY 2024/2025 @ step 9		
	8 Patrol	\$1,235,587	\$1,548,983 at 10 patrol positions	Includes 6% COLA and 10% insurance cost increases	10 Patrol	\$1,504,256	This is a total roll up cost for FY 2024/2025 @ step 9		
	1 Record Clerk	\$157,877		Includes 6% COLA and 10% insurance cost increases	1 Record Clerk	\$134,555	This is a total roll up cost for FY 2024/2025		
Ъ	1 PT Evidence Tech	\$41,350		Includes 6% COLA	1 PT Evidence Tech	\$25,000			
	Qvertime	\$127.617		Projected from 2024 history	Overtime	\$50.000	OT for Deputies performing city functions would be covered by the City. CCSO has a 10 year average of \$91k in OT expenditures yearly. While I understand Scappoose should not need as much, this should still be budgeted for high so we don't exceed. We could discuss the actual budget need and use the Avg actual cost for Scappoose to budget this on.		
	Overtime	\$127,617		Will need to be covered by General Fund if go with CCSO.	Overtime	\$50,000	use the Avg actual cost for Scappoose to budget this on.		
	Admin wages Gen Fund	\$95,000		Currently in PD budget	CCSO Admin costs	\$238,408			
	Total Personnel	\$2,487,657	\$2,801,053		Total Personnel	\$2,580,518			
	Utilities	\$5,200	Same	CRPUD and NW Natural Gas	Utilities	\$5,200.00	Carry over from city cost		
				Based on this fiscal year projected to 12 months, Based on					
	Fuel	\$67,500	\$110,00	this year doubled (partly due to acadamy so think it is low)	Fuel	\$110,000.00	Carry over from city cost		
	Cell phones	\$30,000	\$40,000	Celll phones, ipads and desk phones	Cell phones	\$18,000.00	This estimate includes 1 hot spot and 1 cell phone per Deputy.		
	Taser Expenses/contract?	\$9,500	\$13,000	Unknown if this will be absorbed or replaced. It is a contract	Taser Expenses/contract?	\$19,404.00	Will have to look at the contract, but will most likely be assumed at the cost to the City. \$19,404 first year, then \$8,904 per year after, BWC		
				Copiers and miscellaneous. Charged to same account as					
	Maintenance Agreements	\$10,000		tasers total: \$19,000	Maintenance Agreements	\$10,000.00	What would happen to these? Carry over? Yes, I would ask the City to carry over		
	Vehicle Mainenance Office supplies	\$78,140 \$8,000	\$100,000	Based on this fiscal year projected to 12 months	Vehicle Maintenance Office supplies	\$30,000.00 \$8,000	CCSO has 10 year average of \$42,000 Carry over from city cost		
	Operational Supplies	\$10,000	to be safe	Copier, postage, business cards, batteries, ammo	Operational Supplies	\$10,000	Carry over from city cost		
Expenses	Operational Supplies	\$10,000	to be sale	copier, postage, busiless cards, batteries, animo	Operational Supplies	\$10,000	Carry over infinitely cost		
ű	Building /equipment Maintenance	\$14,500	Same	Based on this fiscal year projected to 12 months	Building /equipment Maintenance	\$14,500	Carry over from city cost		
ě.	Court software	\$16,000	Same	Incode	Court software	\$16,000	Carry over from city cost		
ā	Attorneys	\$98,000	Same	Based on this fiscal year projected to 12 months	Attorneys	N/A	Covered by County		
	IT expenses/server	\$12,000	Same	Based on this fiscal year projected to 12 months	IT expenses/server	12,000	Would this carry over? Yes		
			Incresed for addl	We would need to evaluate which are not necessary and					
	Dues and Subscriptions	\$60,000	employees	could be discontinues.	Dues and Subscriptions	\$60,000.00	Determine which should be carried over and which should be terminated.		
	Medical Mandates Travel & Training	\$6,000 \$25,000	Same \$32,500	Based on this fiscal year projected to 12 months Based on this fiscal year projected to 12 months	Medical Mandates Travel and Training	\$10,000.00	Would this carry over? Not sure what you mean by "medical mandates"		
	Chaplain expenses	\$25,000	\$32,500 Same	Will we have a separate chaplain(s)?	Chaplain expenses	\$10,000.00	I think it makes sense to maintain and share Chaplain(s), CCSO Chaplaincy is supported through our 501C3		
	Uniforms	\$30,000	due to new officers	If they are going to be dressed as Scappoose do we need to pay for the uniforms?	Uniforms	\$7,500	Fuminik it markes sense to maintain and share Chapitanity, CCSO Chapitanity is supported unrough our SOLCS		
	Transfers to General Fund for				Transfers to General Fund for	. ,			
	insurance, audit and other shared				insurance, audit and other shared				
	expenses	\$110,750			expenses	N/A			
						,			
	Total Expenses	\$591,590	\$676,950		Total Expenses	\$331,604.00			
es	One new vehicle	\$115,000	\$115,000 for additional vehicle	I can get vehicle costs if needed	Additional vehicles (Leased)	\$76,000	13 total cars needed, 14 if SRO is added to the contract. Vehicle leases cost \$19k per year, or roughly \$75k to purchase fully outfitted car, Dodge Durango's.		
Capital Expenses	Police Server	\$10,000		We just upgraded the PD server this year. Unsure if they would still be using it.	Additional field equipment	\$12,650	Based on best estimate of field equipment that would need to be purchased. \$12,650 for the purchase of the new pistols		
	Total Capital Expenses	\$125,000	\$240,000		Total Capital Expenses	\$88,650			
	Total CDD evolution kind-	62 204 947	62 718 002		Total CCCO projected burders	3 000 773			
	Total SPD projected budget	\$3,204,847	\$3,718,003		Total CCSO projected budget	3,000,772			

Additional Notes: One thing we need to consider is line 30 (Transfers). We would need to cover those Internal Service Fund costs if we went with CCSO. Those cover insurance and other things that are difficult to split when we do accounts payable so we transfer the funds and pay them all out of admin.

One other thing to consider is that all our cell phones are new and likely are on 2-3 year contracts with Verizon. That cost is likely "sunk" like the police server we just changed out.

CITY OF SCAPPOOSE

April 2024										
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday				
	1 Council Work Session 6pm City Council 7pm	2	3	4	5	6 Annual Town Meeting 9am Scappoose High School				
7	8	9 50-Year Plan Stakeholder Advisory Committee meeting	10	11 Planning Commission 7pm	12	13				
14	15 Council Work Session 6pm City Council 7pm	16	17	18 EDC noon Park & Rec 6pm	19	20				
21	22	23	24	25 Planning Commission 7pm	26	27				
28	29	30								