Board of Commissioners
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Benton County
OREGON

AGENDA

BENTON COUNTY BOARD OF COMMISSIONERS

Tuesday, July 20, 2021

GoToMeeting: https://global.gotomeeting.com/join/805811701
or Dial 1 (224) 501-3412; Access Code 805-811-701#
Livestream: http://facebook.com/BentonCoGov

(Chair May Alter the Agenda)

THE BOARD MAY TAKE A BRIEF RECESS BETWEEN THE WORK SESSION AND BUSINESS MEETING

9:00 A.M.

I. Opening:

A. Introductions

B. Announcements

II. Comments from the Public

Time restrictions may be imposed on public comment, dependent on the business before the Board of Commissioners. Individual comment may be limited to three minutes.

III. Review and Approve Agenda

IV. Work Session

4.1 9:00 a.m., 30 minutes - Update from Department Operation Center –*Suzanne Hoffman, April Holland; Health Services*

4.2 9:30 a.m., 20 minutes – Discuss Extension of Sunset Date for Benton County Code Chapter 40 –Vehicle Camping at Religious Institutions – *Greg Verret, Rebecca Taylor; Community Development*

4.3 9:50 a.m., 15 minutes – Discuss Special Use Permit for Shrewsbury Renaissance Festival – *Lynne McKee, Leanna Buck; Natural Areas & Parks*

4.4 10:05 a.m., 30 minutes – Continued Discussion on the Justice System Improvement Project – *Nick Kurth, JSIP Project Coordinator*

The Board of Commissioners may call an executive session when necessary pursuant to ORS 192.660. The Board is not required to provide advance notice of an executive session. However, every effort will be made to give notice of an executive session. If an executive session is the only item on the agenda for the Board meeting, notice shall be given as for all public meetings (ORS 192.640(2)) and the notice shall state the specific reason for the executive session as required by ORS 192.660.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the Board of Commissioners Office, (541) 766-6800.

BUSINESS MEETING

V. Consent Calendar

5.1 Approval of the June 1, 2021 Board Meeting Minutes

5.2 Approval of the June 15, 2021 Board Meeting Minutes

5.3 Approval of the June 22, 2021 Board Meeting Minutes

VI. Proclamations

6.1 In the Matter of Proclaiming July 26, 2021 as Americans with Disabilities Act Awareness Day – *Joe Hahn, Equity, Diversity and Inclusion Coordinator*

VII. New Business

7.1 Discussion and Consideration to Approve FY 21-25 Oregon Nurses Association Collective Bargaining Agreement – *Tracy Martineau, Human Resources Manager*

7.2 Discussion and Decision to Initiate Annexing Dumbeck Lane Water District into the North Albany County Service District – *Vance Croney, Counsel; Gary Stockhoff, Public Works*

VIII. Other

ORS 192.640(1)" . . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

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MINUTES OF THE MEETING
BENTON COUNTY BOARD OF COMMISSIONERS
Tuesday, July 20, 2021
GoToMeeting link: *https://global.gotomeeting.com/join/805811701*
Livestream: ***http://facebook.com/BentonCoGov***
9:00 a.m.

Present: **Xanthippe Augerot,** Chair; **Nancy Wyse,** Commissioner; **Pat Malone,** Commissioner; **Joe Kerby,** County Administrator; **Vance Croney,** County Counsel

Staff: **Leanna Buck, Lynne McKee,** Natural Areas, Parks & Events; **Teresa Farley, Joe Hahn,** BOC staff; **John Haroldson,** District Attorney; **Suzanne Hoffman, April Holland, Kelly Locey,** Health; **Nick Kurth,** Justice System Improvement Program Manager; **Tracy Martineau,** Human Resources; **Erika Milo,** BOC Recorder; **Alyssa Rash,** Public Information Officer; **Greg Ridler, Jef Van Arsdall,** Sheriff's Office; **Gary Stockhoff,** Public Works; **Rebecca Taylor, Greg Verret,** Community Development

Guests: **Erica Ceder,** DLR Group

Chair Augerot called the meeting to order at 9:03 a.m.

I. Opening:
A. Introductions
B. Announcements

Augerot acknowledged that Benton County is on the indigenous land of the Kalapuya Indians, the Chemapho or Muddy Creek band and the Ampinefu band. Following the treaty of 1855, both were moved to reservations west of the City of Corvallis. Today the descendants of these people are part of the Confederated Tribes of Grand Ronde Community and the Confederated Tribes of the Siletz Indians.

II. Comments from the Public

No comment was offered.

III. Review and Approve Agenda

No changes were made to the agenda.

IV. Work Session

4.1 Update from Department Operations Center (DOC) – *Suzanne Hoffman, April Holland, Health Services*

Holland reported that the DOC is moving to the Sunset Building because the LaSells Stewart Center lease ends July 31, 2021. This is part of integrating COVID-19 response into Public Health. There is sufficient work to retain temporary and limited duration staff at least through the response period supported by the Federal Emergency Management Agency (FEMA), which ends September 30, 2021. Health may be able to keep a limited number of staff beyond that date. The DOC continues to vaccinate, but in smaller numbers, focused on narrowing gaps in vaccination rates. Vaccination of underserved groups has increased. Between May and July 2021,

vaccination rates in Black and Pacific Islander groups increased 65%, Hispanic/Latinx and Asian groups increased 50%, while White groups increased 30%. Progress has been made in rural areas; in the same period, the City of Monroe went from 44% to 66% of the population with at least one vaccine dose, the community of Alsea increased 29%, and the community of Blodgett increased 41%. 62% of all County residents are fully vaccinated and 65% have one dose. The Governor's Office and Oregon Health Authority (OHA) have new dashboards for a goal of vaccinating 80% of Oregonians age 18 and over by August 2021. However, Holland feels that looking at the rate among all residents (including vaccine-ineligible children) gives the clearest picture of the County's risk.

Upcoming vaccination clinics include the second event at the Boys and Girls Club of Corvallis on July 25, 2021; at the first event, 40% of the 65 people vaccinated were Hispanic/Latinx. There are seven rural clinics this week; the FEMA/OHA mobile vaccination unit will be in the Cities of Monroe and Philomath and the community of Alsea. Earlier this month, the unit vaccinated 131 people and provided food boxes and gift cards to attendees. More COVID-19 vaccination events will be held, including at sports physicals and back-to-school clinics. COVID-19 vaccines will probably not be approved for children under age 12 until at least November 2021, which means the school year will begin without all students being vaccinated.

During the pandemic, cases have often increased after holiday gatherings; however, the latest COVID-19 case increase is also related to spread of the Delta variant in Oregon. Benton County had 25 COVID-19 cases the week of June 13, 2021, with 18 cases and 8 cases in the following weeks, then 28 cases the week of July 4, 2021, and 34 cases last week. Benton's 14-day rolling case rates have gone from 27 cases per 100,000 of population a few weeks ago to 38 by July 4, 2021, and 65 last week.

The Centers for Disease Control (CDC) reported that Delta accounted for 10% of United States COVID-19 cases in mid-June 2021, and now about 60% of cases. The Alpha or B.1.1.7 variant was 60% more transmissible than the original strain; Delta is 60% more transmissible than Alpha. One person infected with Delta can infect 4-9 other people. Delta could be more contagious than smallpox in a vulnerable community. On July 3, 2021 the OHA variant dashboard showed 14 Delta samples in Oregon; by July 11, 2021 there were 43 cases. Delta will likely become the dominant strain in Oregon soon. CDC models estimate that Delta is responsible for about 43% of cases in the Pacific Northwest. This aligns with actual reporting, in which 45% of genotyped cases are Delta. Delta was present in 5 of 6 recent samples from the City of Ontario, and present in the Cities of Hermiston and Cottage Grove. The Oregon State University TRACE study had not found local Delta cases as of the June 28, 2021 report (reflecting mid-June 2021). Yesterday, three cases of Delta in Benton County were reported by the OSU Public Health laboratory, all associated with an outbreak at a congregate facility. Two individuals are vaccine breakthrough cases, but all are doing well. Health is monitoring the outbreak and facilitating additional testing. Because few COVID-19 specimens are genotyped, there are probably more Delta cases in Oregon than have been identified.

All three approved COVID-19 vaccines are effective against Delta, especially against hospitalization and death. Recent studies show that full vaccination with Pfizer vaccine is 96% effective against hospitalization from Delta, and Johnson & Johnson vaccine produces strong antibody responses against Delta for at least 8 months after administration. Another study shows Pfizer as 78-80% protection against symptomatic infection with Delta. More breakthrough cases are expected, but vaccinated individuals are at much lower risk of severe illness or death.

The County has made incredible vaccination progress, but people should still protect against COVID-19, particularly those with vulnerable family members. Holland advised distancing, crowd limits, gathering outdoors, and masking when indoors with people outside of one's household. The American Academy of Pediatrics recommends universal masking for school children. Holland recommended messaging about masking indoors, while continuing to vaccinate.

Delta has a short incubation period, rapid viral growth, and a viral load 1,000 times higher than other variants when first detected, which means a great deal of viral shedding. Partially vaccinated people have low levels of immune response; Delta can overcome this defense through sheer numbers. It is not known if vaccinated people will still shed enough Delta virus to transmit efficiently.

Augerot shared hearing community discussion of continuing to mask in public places. The County will keep messaging about the need for continued vigilance.

Malone asked what messages are effective to motivate people who delayed vaccination.

Holland replied that staff have conversations with people before and during vaccination. Volunteers and partners are canvassing neighborhoods with low vaccination rates, distributing flyers and inviting conversations. Most people that staff talked to at rural clinics got vaccinated, but some wanted to think about it more. Every conversation brings people closer to being fully vaccinated. Health also tries to consider barriers to vaccination, offsetting the inconvenience by offering incentives. Health is now providing $100 gift cards with each dose given.

Malone asked how motivating the statewide Oregon Lottery vaccination prizes were.

Holland shared that volunteers and staff were excited. However, Benton County Health wants to provide equitable incentives for everyone who gets vaccinated.

Augerot noted that the County's 30-49 year old demographic had the biggest case increase recently, indicating there is work to do.

Holland added that the older teenage group also has low vaccination rates; staff are thinking creatively on how to reach both groups.

Malone observed it is now less than two months until school begins and weather changes. Messaging on continued masking is needed. Malone hoped the State or Federal government will take the lead.

Holland observed that while State and Federal authorities may provide some requirements, it will probably be mainly up to local governments. Oregon's Ready Schools, Safe Learners guidance has largely replaced requirements with recommendations. Benton County Schools Reopening Manager Sara Hartstein has focused on those messages to school districts.

4.2 Discuss Extension of Sunset Date for Benton County Code Chapter 40 – Vehicle Camping at Religious Institutions – *Greg Verret, Rebecca Taylor, Community Development*

Taylor explained that the code was created as an emergency measure during the pandemic. Staff hoped to do more robust outreach to rural communities about the program, but pandemic

priorities took precedence. The impromptu task force has discussed the need to extend Chapter 40 to December 21, 2022 to perform additional outreach and ensure the code fits community needs. Staff will initiate the outreach program upon approval, and are also discussing code modifications to stay current with State modifications. Staff recently received the first application for this use, which was approved through the normal permit processing system. Taylor coordinated with the Benton County Sheriff's Office (BCSO) and Dispatch so information is available to first responders and other departments that might assist the applicant.

Augerot asked if staff recommended any code changes, or preferred a straight extension.

Taylor replied that based on feedback from initial outreach, there was no urgency to change the language. Staff will respond to community opinion on future modifications.

MOTION: Wyse moved to direct staff to prepare an Ordinance for a public hearing to extend the sunset date of Chapter 40. Malone seconded the motion, which **passed 3-0.**

Malone asked if the new sunset date should be included in the motion.

Counsel noted that the date change will be finalized in the Ordinance.

[Note: the public hearing for this item will be held on August 17, 2021.]

4.3 Discuss Special Use Permit for Shrewsbury Renaissance Festival (SRF) – *Lynne McKee, Leanna Buck, Natural Areas, Parks & Events*

Buck is processing the special use permit for SRF's 18th year. This is SRF's third year applying for a five-year permit to avoid an annual public hearing. Staff are unaware of any issues with the application.

Augerot was impressed by the organized paperwork and coordination with first responders.

Malone observed that the event was contentious at the beginning, but that seems to have faded.

Buck concurred. Two site neighbors annually request copies of the paperwork, but there have been no complaints in approximately the last four years.

McKee noted staff are coordinating with Bill Emminger, Environmental Health, regarding possible additional sanitation. SRF have been good partners in following County conditions.

Responding to a question from Augerot, Buck replied this is the only five-year permit at present.

Counsel added that the five-year permit was designed explicitly with SRF in mind to avoid repetition, and has worked well.

Augerot noted that Code Section 13.220(e) requires a $1 million insurance policy. This was set in 2003, and most events now acquire $2 million; Augerot suggested changing this in future.

Counsel replied that the County can change the code, or require more insurance as a condition of approval. The County has contractor insurance requirements as low as $1 million, which is still above the State tort claim limit, but it might make sense to change this permanently.

McKee shared that Buck has notified impacted departments and neighbors of the public hearing.

MOTION: Malone moved that the five-year Social Gathering Permit Application #21-001 be moved forward to a public hearing on August 3, 2021. Wyse seconded the motion, which **passed 3-0**.

Chair Augerot recessed the meeting at 9:48 a.m.

Chair Augerot resumed the meeting at 9:53 a.m.

4.4 Continued Discussion on the Justice System Improvement Project (JSIP) – *Nick Kurth, JSIP Manager; Erica Ceder, DLR Group*

Kurth explained that the Benton County historic courthouse (HCH) and its repurposing are part of the broader question of what is 'baked in' to the JSIP bond measure. Kurth shared the first slide from a community engagement presentation titled "Building a justice system for the future." Kurth shared an email from Citizen Advisory Committee member Elona Meyer, which asks if there are advantages to relocating the District Attorney's Office (DAO) to the new courthouse, or if $15 million is sufficient to maintain the DAO in the HCH. Kurth stated $15 million is not sufficient.

McKee has provided support for the HCH feasibility study, including stakeholder interviews. Ceder and McKee met last week with six members of Preservation Works, a local non-profit organization. This feedback differed from other DLR Group interviews.

Ceder described overwhelmingly positive feedback from the community about the engagement process. Many people are excited about the HCH being used for different purposes and making the space more welcoming and inclusive. Uses include gatherings and meetings, arts and cultural spaces for performance and exhibition, and affordable offices for non-profit organizations. However, Preservation Works felt strongly that the HCH needs to remain a courts facility, this being a key aspect of its historic significance, or if that is not feasible, the County should maintain some government function or presence there. Other respondents did not emphasize this. Preservation Works felt it was a bad precedent for the County to move out of downtown Corvallis, citing decreased access to services and transportation barriers to the 4500 SW Research Way facility. On using the HCH for arts and culture instead of County functions, the group's biggest concern was that this would not be economically viable enough to ensure future HCH maintenance.

McKee added the group mentioned a community perception that the HCH is unsafe until it is upgraded.

Ceder noted that Preservation Works is very well versed in historic preservation techniques, so it is important to be clear and factual about the building's shortcomings.

Kurth shared that the perception of the HCH being unsafe was discussed by the Board in fall 2020, so this seems consistent. The DAO remaining in current offices is the only viable option identified for JSIP; the purpose of the feasibility study is to identify other options. Staff propose to ask the public whether the community would support maintaining the DAO in the HCH for an additional $15 million. Kurth asked if there are other questions to ask, such as whether to spend funds on seismic upgrades.

Haroldson presented on DAO location options. The DAO has compiled many HCH studies and has monitored risks for staff and 100,000 people who use the space every year. The DAO is the heart of the Criminal Justice System; having it offsite presents challenges, including nostalgia, public safety, and the cost to buy a new building or retrofit the HCH. Nostalgia and emotional response to the building should not be underestimated and could make or break bond success. The perception of the HCH as a dangerous place is a reality. Since 1985, there have been 11 assessments of HCH stability and safety, yet there has still been no action to reinforce the building. In 2016, the chief operating officer said the building must be upgraded immediately. In 1997, the HCH was identified as a top County concern. Comprehensive safety proposals were made in 2000. The County knew that walls, floor, and roof are not attached to each other, that 50% of the first and second floors were up to 200% above designed capacity for stress load, with the DAO's floor 400% above capacity. Previous Boards have downplayed report findings. Seismic engineers refer to unreinforced buildings as 'death buildings'. The public has not been adequately informed of the building's true condition. There are ongoing signs of building movement.

Haroldson displayed a historic courthouse in Terrence, Texas, where architecturally consistent side components were recently added, allowing expansion while preserving traditional appearance. Haroldson provided a diagram of possible expansion on both sides of HCH, preserving the façade and building a large courthouse behind it that will meet County needs and continue to serve as a community centerpiece. If the HCH may be close to condemnation, people might be more comfortable with this option.

Haroldson's preference is to house the DAO in the courthouse. If not, the DAO must be physically connected to the courthouse with integrated systems (such as a tunnel). This relates to safety for criminal prosecutors. The County has made a large investment in exploring other options. Preservation Works may not be fully informed of the HCH's condition and risks.

Augerot mentioned that the County already explored adding wings to the HCH.

Kurth noted that $15 million in seismic upgrades would not guarantee the building is re-inhabitable after an earthquake; it would mainly ensure that people inside could get out alive. DLR Group examined expansion, and the concept was discussed with the Technical Advisory Committee and Operations Team, but was ruled out as not viable. A physical connection such as a tunnel or breezeway between an offsite DAO and the HCH is not viable and is not included in any current designs. It would require building a new courthouse on top of the BOC building, which is intended for use as a crisis center, and at this time the County does not own the Lumen parking lot or have any assurance of acquiring it.

Ceder stated that everyone acknowledges that the HCH is especially vulnerable to earthquake. Seismic upgrade is intended to correct these deficiencies. DLR has not seen any structural report that points to any risk of non-seismic imminent collapse. Current cracks have crack monitors and Ceder is not aware of any undue movement being recorded.

Haroldson described a monitor at the window on the southeast corner of the HCH. Compression is so great that the window no longer closes and the frame has split. A measuring device was pulled completely apart. If the County is unaware that such movement is happening, the building may be in far worse condition than was known. The DAO has reported these problems, and it is concerning that the information has not reached Ceder.

Ceder to follow up with Facilities Manager Paul Wallsinger. DLR examined several expansion options and evaluated a historic approval risk since the HCH is on the National Register of Historic Places and under the City of Corvallis Landmark Commission. Any additions that overwhelm the original building or destroy the significant interior spaces would not be approved. Having two wings creates challenges for people moving between wings through the extant structure. Expansion was not deemed the best solution.

Haroldson felt that the public is often concerned about aesthetics of an expansion. A similar courthouse in Polk County had an ugly addition. Haroldson proposed showing the public an artist's rendering of proposed expansion that is beautiful, meaningful to the community, and safe.

Augerot stated that the only way to get enough square footage for programming is to keep the façade and demolish the rest of the HCH, but that destroys the historic value. Leaving the integrity of the historical component, there was not enough space to add two wings and have any flow through the historic part. This would also be very expensive, so the County did not pursue it. Augerot is not convinced that decision should be reexamined.

Wyse appreciated hearing the background of the expansion option and asked Haroldson to share any related written information. Passing historic review is a valid concern; the Corvallis Historical Resources Committee (HRC) is very strict. These are good ideas but unlikely to pass.

Malone remembered Haroldson sharing the Texas building a year and a half ago. Malone liked the concept, but it was previously examined and seemed impractical here. Malone would also like to review some information. The County needs to upgrade the HCH so it can be safely used.

Kurth requested guidance on whether to request public feedback on keeping the DAO in the HCH, which relates to what is 'baked in' to the bond. The first public engagement with BCSO showed JSIP is already very complicated and difficult to message in the allotted time.

Augerot did not want to bake anything in, but recommended simplifying the options presented. 'Baked in' implies that the Board is not listening to the community. The HCH is not part of the Justice System solution at this point. Augerot wants to discuss alternatives during engagement, not ask about the DAO remaining in the HCH.

Malone felt the Board should make a prioritized list of JSIP buildings and share that to ensure it aligns with the public's priorities. Malone agreed about keeping the question as simple as possible. Package contents can include another round of engagement.

Kurth summarized Malone's position as similar to Augerot's, that engagement does not need to include an option for the DAO in the HCH, and the Board does want feedback on remaining priorities; staff should message that the County studied the HCH option and supports investing in HCH reuse and preservation.

Malone affirmed. It is time to invest in HCH safety upgrade, whether as part of the 2022 bond measure or on a separate track.

Augerot emphasized that HCH renovation should be on a separate track. The Board values the HCH, but it is time to think about justice facilities that are needed in the future.

At Wyse's request, Kurth restated the question: does the County propose to the public and include as an option continuing to house the DAO in the HCH (at an additional cost to the bond measure of $15 million), and/or propose housing the DAO in the new courthouse.

Wyse also did not like the term 'baked in' and requested that no longer be used. Nothing can be 'baked in' without public process first. As a community member, Wyse would not want to house the DAO in the HCH or spend the money. As a Commissioner, Wyse needs a stronger idea of what the general public wants before making this decision. Augerot made convincing statements about simplification. Engagement is needed to determine whether including the DAO in the HCH has strategic benefits for passing the bond. Wyse requested a high-level overview of other courthouse options.

Ceder shared that the feasibility study examines HCH uses outside the County's purview. Use as office space for other County and/or City functions is an option that is not within the study, but is still possible. The study examines community and cultural uses, with the potential to evaluate for County/City government functions that are not justice-related.

Wyse would like public input first.

Augerot explained having started with that position, but felt the HCH needs to be a separate issue given the complex JSIP proposal. It is necessary to decide and simplify at this point. Otherwise, Augerot concurred it is important to listen to the public as much as possible.

Malone also wanted more information and community feedback. Malone felt Haroldson's presentation and sense of urgency should be shared with the public. Malone preferred that engagement offer the option of including HCH retrofits in the bond, and the option of the DAO occupying the retrofitted HCH.

Kerby clarified that the Board had already directed within recent months that the County perform HCH seismic upgrades. A separate question is whether that will be funded by the bond or other County/community resources. Kerby asked if the Board still wants the County to invest in HCH upgrades regardless of the building's future use.

Augerot confirmed, and will seek as much outside funding as possible.

Wyse indicated agreement.

Malone concurred. Feedback this summer can guide the Board on whether to add the upgrades to the bond or keep that separate.

Augerot asked how to simplify what is presented to the public. Reaching Board consensus on priority facilities is important, but there is not enough time to do so today. There was also not time to review the strategy proposals Kurth sent on July 19, 2021. The two proposals are not an exact comparison, as the "measure passes" proposal only described phase one of two.

Kurth pointed out the group's difficulty in reaching a consensus after an hour-long discussion on just one JSIP element. Based on the BCSO outreach experience and the need to create a 60-minute presentation, a different approach may be needed. Kurth fully supports asking the public, but it is important to strategize stages of providing information or posing questions. This will be discussed in the Operations Team meeting today.

In a chat window comment, Haroldson stated strong opposition to siting the DAO in a remote location with no access connection to the courthouse.

V. Consent Calendar

5.1 Approval of the June 1, 2021 Board Meeting Minutes

5.2 Approval of the June 15, 2021 Board Meeting Minutes

5.3 Approval of the June 22, 2021 Board Meeting Minutes

Wyse noted that in Item 5.1, page 4 of 6, in the phrase "Wyse noted that some amendments might affect the national features overlay", the word 'national' should be changed to 'natural'.

Malone noted being absent from the June 22, 2021 Board Meeting.

MOTION: Wyse moved to approve Item 5.1 as amended. Malone seconded the motion, which **passed 3-0.**

MOTION: Malone moved to approve Item 5.2. Wyse seconded the motion, which **passed 3-0**.

MOTION: Wyse moved to approve Item 5.3. Augerot seconded the motion, which **passed 2-0.** Malone abstained.

VI. Proclamations

6.1 In the Matter of Proclaiming July 26, 2021 as Americans with Disabilities Act (ADA) Awareness Day – *Joe Hahn, Equity, Diversity and Inclusion Coordinator*

Hahn read the proclamation aloud. The ADA was signed into law on July 26, 1990.

MOTION: Malone moved for Benton County to proclaim the Americans with Disabilities Act Proclamation #P2021-015. Wyse seconded the motion, which **passed 3-0**.

Hahn shared that a staff diversity dialogue about the ADA will be held on July 26, 2021.

VII. New Business

7.1 Discussion and Consideration to Approve Fiscal Year 2021-25 Oregon Nurses Association (ONA) Collective Bargaining Agreement – *Tracy Martineau, Human Resources Manager*

Martineau presented the final tentative agreement with ONA for approval. Martineau recognized the bargaining team, consisting of Martineau, Hoffman, Eric Wolke (Human Resources), and Carla Jones (Health). Martineau reviewed the major contract changes. Article 5 Association Activity: the contract was revised to reflect recent Oregon legislation which gave unions more rights for public sector organizations. Article 10: nurses are on paid time off, a combination of sick leave and vacation leave which can be used for any purpose. Most nurses are Fair Labor Standards Act exempt, not eligible for overtime, so in recognition of the many extra hours worked during the pandemic, the County added 64 hours of personal leave for exempt nurses in lieu of overtime eligibility. This is also equitable for non-represented employees, who receive the

same. Article 13 Wages and Salary: the County agreed to the nurses' request to leave the performance pay system and return to a more traditional public sector pay system. The County revamped salary ranges to reflect 12 steps which go into effect retroactive to July 1, 2021. Nurses will be placed on the step closest to but not lower than current salary rate, with estimated adjustments of 2% in 2022, 3.5% in 2023, and 3.5% in 2024.

Kerby was an advocate of a longer contract and praised the four-year contract.

Martineau noted the team was able to negotiate within the County's economic authority. The County agreed for nurses to add one union representative to the negotiations team, for a total of three paid nurses on the team. The current contract allowed two nurses on paid time, but the County has agreed to three for the last several contracts because nurses now work in three departments. Outside of the Board's approval, the County also agreed to a side letter from the nurses to establish a labor management committee with management representatives from the Community Health Clinics, Health Department, and BCSO.

Augerot mentioned that a provision was added for an exceptional service bonus.

Martineau shared that the exceptional performance increase was added to allow the County and nurses to create a future acknowledgment through American Rescue Plan Act or other funds.

Augerot congratulated both parties on creating a solid contract.

Kerby praised Martineau and team, and asked Martineau to characterize the contract in terms of negotiated benefits and economics.

Martineau felt the contract was fair and equitable, especially for non-represented employees.

Augerot noted the need for future discussion of the performance management system.

Martineau mentioned that ONA requested electronic DocuSign signatures on the contract.

MOTION: Malone moved to approve the 2021-2025 collective bargaining agreement negotiated between the Oregon Nurses Association and Benton County. Wyse seconded the motion, which **passed 3-0**.

7.2 Discussion and Decision to Initiate Annexing Dumbeck Lane Water District (DLWD) into the North Albany County Service District (CSD) – *Vance Croney, Counsel; Gary Stockhoff, Public Works*

Stockhoff shared that this is the first step for the County to annex DLWD into the North Albany CSD. DLWD made this request, and Kerby, Stockhoff, Counsel, and City of Albany partners advanced it. After a public hearing, the request undergoes a statutorily regulated County process, with a parallel process by Albany. Staff are working with Business Oregon to address the outstanding loan; in the latest negotiation session, it was proposed to pay off the loan up front with remaining reserves. Taking on debt was the County's biggest concern, and Albany cannot take on debt without a public vote.

Counsel shared that this is the first time a District Board has asked to be annexed into a Benton CSD. Annexing the property is a routine process and should be complete by mid- to late September 2021. Paying off the loan prior to annexation means the County would only have an

expansion of CSD boundaries; the County is not obligated to assume the loan or make payments. The annexation will have negligible impact on the organization.

Kerby thanked Counsel, Stockhoff, and Albany staff Peter Troeddson and Chris Bailey.

Malone noted the request was initiated by district volunteers who could not find replacements.

Counsel shared that many special districts in Oregon were formed decades ago around a specific group of people to address an infrastructure problem; once that group is no longer involved and the problem is addressed, the viability of such districts is being questioned. This type of request could happen again.

Augerot requested that the item be addressed with two separate motions.

MOTION: Wyse moved to approve Dumbeck Resolution #22-01 requesting that Benton County initiate the annexation process. Malone seconded the motion, which **passed 3-0.**

MOTION: Malone moved to approve the Order setting the time and location of a Public Hearing on the matter of annexing property within the Dumbeck Lane Domestic Water Supply Special District into the North Albany County Service District. Wyse seconded the motion, which **passed 3-0**.

VIII. Other

No other business was discussed.

IX. Adjournment

Chair Augerot adjourned the meeting at 11:34 a.m.

Xanthippe Augerot, Chair

Erika Milo, Recorder

** NOTE: Items denoted with an asterisk do NOT have accompanying written materials in the meeting packet.*

4.2WS

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 07/20/21

View Agenda Tracker

Suggested Placement * Work Session

Department * Community Development

Contact Name * Rebecca Taylor

Phone Extension * 0178

Meeting Attendee Name * Rebecca Taylor, Greg Verret

Agenda Item Details

Item Title * Extension of Sunset Date for Chapter 40 - Vehicle Camping at Religious Institutions

Item Involves * Check all that apply

- ☐ Appointments
- ☐ Budget
- ☐ Contract/Agreement
- ☐ Discussion and Action
- ☑ Discussion Only
- ☐ Document Recording
- ☐ Employment
- ☐ Notice of Intent
- ☐ Order/Resolution
- ☐ Ordinance/Public Hearing 1st Reading
- ☐ Ordinance/Public Hearing 2nd Reading
- ☐ Proclamation
- ☐ Project/Committee Update
- ☐ Public Comment
- ☐ Special Report
- ☐ Other

Estimated Time * 20 minutes

Board/Committee Involvement *

- ○ Yes
- ◉ No

Advertisement* ○ Yes
◉ No

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues *

Conversation to review options for extending the sunset date of Chapter 40.

On July 5, 2020, the ordinance adopting Chapter 40 of the Benton County Code became effective, with a sunset date of December 31, 2021. Chapter 40 (attached) enables the County to authorize religious institutions to offer space for up to three vehicles for camping purposes, subject to certain standards. Because of the pandemic, the County did not pursue the desirable level of public engagement during that code adoption process. The plan was to conduct that public engagement and bring Chapter 40 back to the Board of Commissioners with any appropriate modifications resulting from the public input, prior to 12/31/2021.

As the pandemic persisted, not only limiting options for public engagement but also occupying key staff, it became apparent that completing this process by 12/31/2021 would be difficult. Rather than rush that process, staff are proposing an extension of the sunset date to 12/31/2022.

In informal conversations, the Board has supported that concept. However, staff would like to discuss with the BOC any simple modifications to Chapter 40 that would make sense to include at this time. Staff is gathering information on such possible modifications and will bring that to the July 20 worksession.

Whether it is a simple sunset extension or includes other modifications to the code, staff will prepare the necessary ordinance and return to the BOC for a public hearing.

Options *

Direct staff to:
A. Prepare an ordinance extending the sunset date.
or,
B. Prepare an ordinance making text modifications in addition to extending the sunset date.
or,
C. Allow Chapter 40 to sunset on 12/31/2021.

Fiscal Impact *

- ○ Yes
- ◉ No

2040 Thriving Communities Initiative

Mandated Service? * ○ Yes ◉ No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website HERE.

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values *

Select all that apply.

- ☐ Vibrant, Livable Communities
- ☐ Supportive People Resources
- ☐ High Quality Environment and Access
- ☐ Diverse Economy that Fits
- ☐ Community Resilience
- ☑ Equity for Everyone
- ☑ Health in All Actions
- ☐ N/A

Explain Core Values Selections *

Continuing to provide options for persons experiencing houselessness supports healthier living conditions and addresses a need for a particularly vulnerable and under-represented segment of our community.

Focus Areas and Vision *

Select all that apply.

- ☐ Community Safety
- ☐ Emergency Preparedness
- ☐ Outdoor Recreation
- ☐ Prosperous Economy
- ☐ Environment and Natural Resources
- ☐ Mobility and Transportation
- ☑ Housing and Growth
- ☐ Arts, Entertainment, Culture, and History
- ☐ Food and Agriculture
- ☐ Lifelong Learning and Education
- ☐ N/A

Explain Focus Areas and Vision Selection *

The lack of housing is a key element of the topic of Housing and Growth. Chapter 40 creates a temporary housing option for people in need.

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations*	Direct staff to proceed to public hearing with the sunset extension and any simple, useful modifications to Chapter 40.
Work Session Motions*	I move to ... Direct staff to prepare an ordinance for public hearing to extend the sunset date of Chapter 40 [and to make the following modifications to the text ...].

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

chap_40_vehicle_camping_200602.pdf 189.16KB

Comments (optional) If you have any questions, please call ext.6800

Department Approver GREG VERRET

Department Approval

Comments

Signature

BOC Initial Approval

Approvals Required
- [x] Counsel
- [ ] Finance
- [ ] HR

Counsel Approver VANCE CRONEY

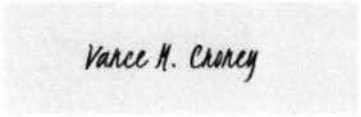
County Administrator Approver JOE KERBY

Comments

Counsel Approval

Comments

Signature



County Administrator Approval

Comments

Signature

BOC Final Approval

Comments

Signature

BEFORE THE BOARD OF COMMISSIONERS
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON

In the Matter of Adopting	)	**ORDINANCE No. 2020-0296**
Benton County Code Chapter 40,	)	
Vehicle Camping at Religious Institutions	)	

WHEREAS:

The COVID-19 pandemic response in Benton County has necessitated a unified response from Benton County, the City of Corvallis, and communities throughout the area. Closures, cancellations, and service adjustments have disrupted everyday life for the entire community.

Benton County will assure that COVID-19 prevention, mitigation, treatment and recovery plans & activities will apply strategies and tactics that strive to identify and eliminate barriers that prevent full and equal access for all.

Social service disruptions caused by the COVID-19 emergency have left all vulnerable populations in the community, including people experiencing homelessness, at greater risk to a variety of health and welfare impacts.

There is an immediate need for individuals to have access to stable locations at which to shelter, in order to comply with Oregon Governor Brown's Executive Order No. 20-12, directing Oregonians to stay at home and mandating social distancing, and such compliance is necessary for the health and safety of all Benton County residents.

Many members of the community have vehicles as their primary shelter and no fixed place at which to safely and legally park their vehicle. Additionally, community organizations have constructed temporary transportable sleeping units ("micro-shelters") which are similar to vehicles in that they can be relocated and are not permanent installations but which provide many benefits when compared to a standard vehicle in use as a sleeping unit. Several religious institutions within the county have expressed willingness to provide space for people to camp in vehicles and/or micro-shelters.

Benton County is committed to a community dialog but the need for swift action in the face of the COVID-19 crisis combined with the challenges that the pandemic creates for public engagement necessitate the County adopting a limited-term ordinance at this time with a commitment to a robust public engagement process prior to adopting any permanent ordinance authorizing vehicle camping at religious institutions.

Pursuant to Oregon Revised Statutes (ORS) 203.082, Benton County may enact an ordinance authorizing vehicle camping at religious institutions.

///
///
///

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY ORDAINS AS FOLLOWS:

PART I: Short Title. Adoption of Benton County Code Chapter Regarding Vehicle Camping at Religious Institutions.

PART II. Authority. The Board of County Commissioners of Benton County has authority to amend the County Code pursuant to the Benton County Charter.

PART III. The Benton County Code Chapter 40 is hereby adopted as shown in "Exhibit 1".

PART IV. Ordinance 2020-0295 is hereby repealed upon the effective date of this ordinance.

PART IV. The effective date for these amendments to the Benton Code will be July 5, 2020, and this ordinance shall stand repealed at midnight on December 31, 2021, unless repealed sooner by an action of the Benton County Board of Commissioners.

First Reading: May 5, 2020

Second Reading: June 2, 2020

Effective Date: July 5, 2020

Sunset Date: December 31, 2021

BENTON COUNTY BOARD OF COMMISSIONERS

Pat Malone, Chair

Xanthippe Augerot, Commissioner

Annabelle Jaramillo, Commissioner

Approved as to Form:

County Counsel

Recording Secretary

Exhibit 1

CHAPTER 40

VEHICLE CAMPING AT RELIGIOUS INSTITUTIONS

40.100. A church, synagogue or other religious institution located in unincorporated Benton County may allow overnight camping in vehicles, subject to the following:

(1) As used in this chapter, "vehicle" includes a licensed and operable automobile, camper, travel trailer or recreational vehicle. "Vehicle" also includes a rigid-walled, readily transportable temporary sleeping unit exempt from building code and consistent with minimum guidelines issued by the Community Development Director. A church, synagogue or other religious institution shall be responsible for ensuring vehicles meet and adhere to the minimum guidelines.

(2) The religious institution shall register with the Benton County Community Development Department prior to establishing overnight camping in vehicles and shall submit a site plan and any other documentation required by the department's adopted procedures for ensuring compliance with this chapter.

(3) A maximum of three vehicles for vehicle camping is allowed at the registered site at any one time.

(4) The religious institution shall provide campers with access to onsite sanitary facilities, including at minimum toilet, hand washing and trash disposal facilities, and shall make readily available, at minimum, one fire extinguisher per vehicle.

(5) The camping occurs on the same property as the religious institution's facility or an adjacent property that the religious institution owns or leases and has land use approval for religious institutional uses. In the case of leased land, the church shall provide the County with written authorization from the property owner to establish vehicle camping.

(6) No payment of fee, rent, or other monetary charge shall be required of campers. This provision does not prevent the religious institution from accepting donations.

(7) The religious institution may select which individuals to allow to camp on the institution's property, and may revoke this permission at any time and for any reason.

(8) Vehicles and all associated outside facilities (such as toilet, trash disposal, storage unit) shall be located at least 12 feet from all property lines, road right-of-way or access easements, and each vehicle shall be located at least 12 feet from other vehicles and from associated outside facilities.

(9) All items and materials must be stored in vehicles or in separate storage unit, other than items designed and intended for outdoor use which shall be screened from adjacent properties and public rights-of-way

(10) The number of people camping per vehicle is not generally limited by this code; however, notwithstanding any other provision of this chapter, the Benton County

Community Development Director or designee may limit the total number of individuals camping on a premises or prohibit vehicle camping as provided in this chapter if the Community Development Director or designee finds that such activity on the premises constitutes a nuisance or other threat to public health, safety, or welfare. In addition to any other penalties that may be imposed, any premises used for vehicle camping in a manner not authorized by this chapter or other provisions of the Benton County Code shall constitute a nuisance and may be abated as such pursuant to Benton County Code Chapter 21 – Nuisance Abatement.

(11) Upon expiration or revocation of this chapter, all vehicle camping on registered sites shall cease. Authorization of vehicle camping on a site does not establish a land use or a vested right to continue the activity if and when this code is modified.

(12) Nothing in this chapter creates any duty on the part of the County, its employees, or its agents to ensure the protection of persons or property with regard to overnight sleeping in vehicles.

4.3.05

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 07/20/21

View Agenda Tracker

Suggested Placement * Work Session and Meeting

Department * PARKS EVENTS

Contact Name * Lynne McKee

Phone Extension * 6090

Meeting Attendee Name * Lynne McKee, Leanna Buck

Agenda Item Details

Item Title * Shrewsbury Renaissance Faire Request for 5-Year Social Gathering Permit

Item Involves * Check all that apply

- [ ] Appointments
- [ ] Budget
- [x] Contract/Agreement
- [ ] Discussion and Action
- [ ] Discussion Only
- [ ] Document Recording
- [ ] Employment
- [ ] Notice of Intent
- [ ] Order/Resolution
- [x] Ordinance/Public Hearing 1st Reading
- [ ] Ordinance/Public Hearing 2nd Reading
- [ ] Proclamation
- [ ] Project/Committee Update
- [x] Public Comment
- [ ] Special Report
- [ ] Other

Board/Committee Involvement *

- ( ) Yes
- (•) No

Advertisement *

- (•) Yes
- ( ) No

Names/Dates of Publications	List each publication name and date Corvallis Gazette Times, July 20, 2021

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues *

Adrian and Jackie Hughes have submitted an application and required $1,000 fee for Social Gathering Permit #21-001 for the 25th annual Shrewsbury Renaissance Faire to be held September 11 & 12, 2021. The event is again scheduled to take place off Kings Valley Highway along the Benton County/Polk County line on property owned by David and Eileen Maxfield. The organizers promote the event as, "Elizabethan Revels and Marketplace: An Interactive Living History Village." The Shrewsbury website is http://shrewfaire.com. Permit application attached.

A 5-year permit was granted for this event in 2015, and the organizers are requesting the BOC grant another 5-year permit. According to the Benton County Code Chapter 13, a 5-year permit "is discretionary and may only be applied for by an organizer of a social gathering which has been held pursuant to properly issued permits in the three (3) immediately preceding years." Benton County Code Chapter 13 is attached.

Over the course of the past five years (the last public hearing for the event was held in 2015) there have been no significant public safety incidents or concerns associated with the event from the perspective of the Natural Areas, Parks and Events Department, which has primary responsibility for administering Social Gathering Permits.

The organizers report that all Oregon Liquor Control Commission requirements will be met.

Public notice of the August 3, 2021 BOC hearing for the event will be published in the Corvallis Gazette Times on July 20, 2021, in addition to notice of the BOC hearing being sent to all landowners within 1000 feet of the event site.

Notice of the application was sent to all relevant public agencies and officials specified at 13.215(1) of Chapter 13 of the County Code. A review of comments submitted will be provided during the August 3, 2021 public hearing.

A list of conditions associated with the event has been drafted and approved by NAPE staff. County staff will work with relevant agencies and the organizers to ensure documented compliance with the conditions prior to the event. A copy of the Conditions is attached.

Options *

(1) Approve Application #21-001, with recommended conditions, for a 5-year Social Gathering Special Use Permit

(2) Deny the application for a 5-year Social Gathering Special Use Permit.

(3) Deny the application for a 5-year permit but approve a One Year Social Gathering Special Use Permit.

Fiscal Impact *

- (•) Yes
- ( ) No

Fiscal Impact Description *

The Social Gathering Special Use Permit fee of $1,000 compensates staff assistance, mailing, preparation, publication, and on-site visitation. The Natural Areas, Parks and Events Department staff will review these fees annually and recommend any changes to the BOC. The Health Department (Environmental Health) also incurs costs associated with their review and monitoring of the event.

2040 Thriving Communities Initiative

Mandated Service? *

- ○ Yes
- ◉ No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website HERE.

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values *

Select all that apply.

- ☑ Vibrant, Livable Communities
- ☐ Supportive People Resources
- ☐ High Quality Environment and Access
- ☐ Diverse Economy that Fits
- ☐ Community Resilience
- ☐ Equity for Everyone
- ☐ Health in All Actions
- ☐ N/A

Explain Core Values Selections *

This is a popular event with a 25-year history in Benton County.

Focus Areas and Vision *

Select all that apply.

- ☐ Community Safety
- ☐ Emergency Preparedness
- ☐ Outdoor Recreation
- ☐ Prosperous Economy
- ☐ Environment and Natural Resources
- ☐ Mobility and Transportation
- ☐ Housing and Growth
- ☑ Arts, Entertainment, Culture, and History
- ☐ Food and Agriculture
- ☐ Lifelong Learning and Education
- ☐ N/A

Explain Focus Areas and Vision Selection *

The Shrewsbury Renaissance Faire provides entertainment to residents and visitors.

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations *	Approve the Shrewsbury Renaissance Faire application for a 5-year Social Gathering Special Use Permit.
Work Session Motions *	I move to ... I move that 5-year Social Gathering Permit Application #21-001 be moved forward to Public Hearing on August 3, 2021.
Meeting Motions *	I move to ... I move that 5-year Social Gathering Permit Application #21-001 be approved, subject to established conditions and requirements.

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

2021 Social Gathering 5-year permit years approval.pdf	469.42KB
Shrewsbury 5 Year Permit 2021.pdf	242.51KB
SRF Site Map.pdf	57.3KB
Shrewsbury Communication Plan 2021.pdf	584.35KB
Shrewsbury Draft Conditions 2021 Renewal.pdf	136.67KB
Letter to Agency Officials 2021 Letterhead.pdf	142.72KB
BCC Chapter13.pdf	35.32KB

Comments (optional) If you have any questions, please call ext.6800

Department Approver LYNNE MCKEE

Department Approval

Comments

Signature

BOC Initial Approval

Approvals Required	☑ Counsel ☑ Finance ☐ HR
Counsel Approver	VANCE CRONEY
Finance Approver	DEBBIE PARSONS
County Administrator Approver	JOE KERBY
Comments	

Counsel Approval

Comments

Signature

Vance M. Cheney

Finance Approval

Comments

Signature

County Administrator Approval

Comments

Signature

BOC Final Approval

Comments

Signature

For Office Use Only *For Office Use Only*

SOCIAL GATHERING

SPECIAL USE PERMIT

5-YEAR (Years 2-5)
PERMIT APPROVAL

Application/Permit No. 21-001 Year 1 **Receipt No.** 2007

Application Received: June 17, 2021 **By:** Leanna Buck

Applicant(s) Adrian & Jackie Hughes

Proposed Gathering (title, short designation) Shrewsbury Renaissance Fair

Date(s) of Proposed Gathering, including set-up & clean-up dates

Set Up ~ 9/4/21 – 9/9/21 Faire ~ 9/10/21 - 9/11/21 Clean up by October 1, 2021.

Board of Commissioners Public Hearing Date _____

Date 5-year application was approved by Benton County Board of Commissioners:
July 20, 2021

Year 1/2021 **of 5-year permit**
Year Number/Calendar Year

Staff check-off [items necessary for approval]:

__X__ **Complete Social Gathering Permit Application and Fee Received from Applicant(s)**

__X__ **Letter of Request for 5-year permit approval (if applicable)**

__X__ **Agenda Checklist Submitted for Public Hearing**

_____ **Agenda Item Advertised**
Name(s) of Publication: _____

Date(s) of Publication: _____

__X__ **Departments/Agencies' Review/Submittal of Written Conditions and Requirements are attached, prior to final review and BOC approval**

__X__ **Natural Areas, Parks & Events Director Written Recommendation on Permit Application**

The above-referenced Social Gathering Application/Permit was signed and certified by permit applicant(s) as complying with Benton County Code Chapter 13 (last modified 11/28/03, Ordinance 2003-0194) and certifying that it will not violate any deed restrictions attached to the property. This application/permit is hereby granted approval by the Benton County Commissioners, subject to all attached conditions and requirements, as well as all applicable local, state and federal laws, statutes, regulations, rules and ordinances.

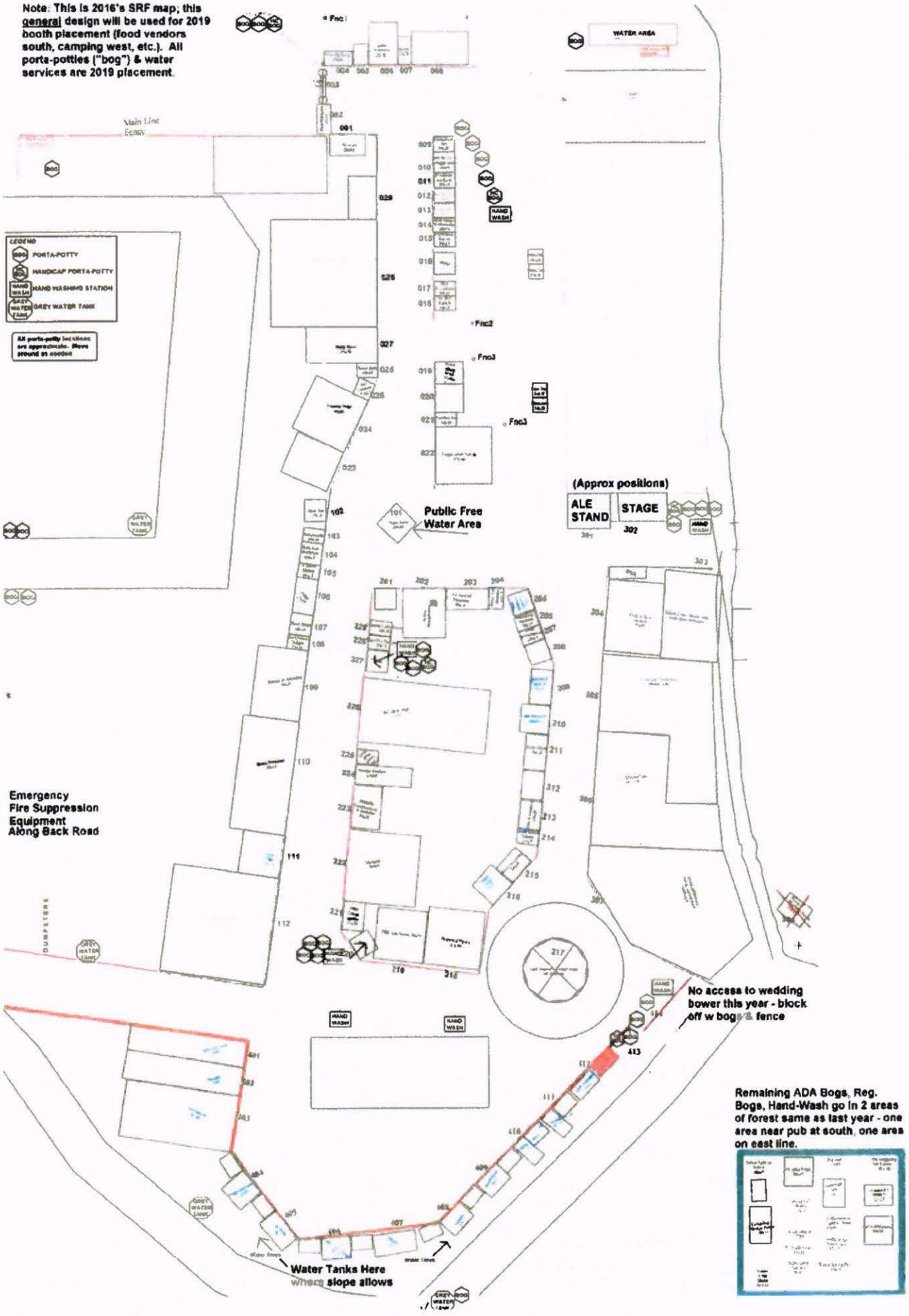
Approved this _____ **day of** _____**, 2021**

Signed this _____ **day of** _____**, 2021**

BENTON COUNTY BOARD OF COMMISSIONERS

_____

Chair


Note: This is 2016's SRF map; this general design will be used for 2019 booth placement (food vendors south, camping west, etc.). All porta-potties ("bog") & water services are 2019 placement.
WATER AREA
Main Line Fence
LEGEND
PORTA-POTTY
HANDICAP PORTA-POTTY
HAND WASHING STATION
GREY WATER TANK
All porta-potty locations are approximate. Move around as needed
Fnc1
Fnc2
Fnc3
Fnc3
(Approx positions)
ALE STAND
STAGE
Public Free Water Area
Emergency Fire Suppression Equipment Along Back Road
DUMPSTERS
No access to wedding bower this year - block off w bogs & fence
Water Tanks Here where slope allows
Remaining ADA Bogs, Reg. Bogs, Hand-Wash go in 2 areas of forest same as last year - one area near pub at south, one area on east line.

ALL SECTIONS MUST BE COMPLETED. ATTACH ADDITIONAL SHEETS TO ANSWER QUESTIONS.
APPLICANT IS RESPONSIBLE FOR COMPLETENESS OF FORM.

BENTON COUNTY NATURAL AREAS & PARKS DEPARTMENT APPLICATION

for

SOCIAL GATHERING

SPECIAL USE PERMIT

Application/Permit Fee: $1,000.00

Permit Holder/Point of Contact Applicant Information

Proposed Gathering (title, short designation)

Name: ADRIAN & JACKIE HUGHES Primary Phone: 541.929.4897

Address: 38377 KINGS VALLEY HWY Msg/Cell Phone: 541.740.3896

PHILOMATH, OR 97370 FAX # 541.929.7731

Email [redacted] shrew@shrewfaire.com Applicant Date of Birth 9/25/1973

6/22/1977

Other Applicants for Permit

Name	Address	Date of Birth

Proposed Gathering Site Property Information

Legal Property Owner(s) of Proposed Site DAVID & EILEEN MAYFIELD

Property Owner Mail Address P.O. BOX 1137 PHILOMATH, OR 97370

Property Owner Primary Phone 541.740.8411 Owner Msg/Cell Phone 541.740.8411

Gathering Site Address 39631 KINGS VALLEY HWY MONMOUTH, OR 97361

Assessor's Map & Tax Lot Number: T 10 S, R 6 W, Section(s) 09, Tax Lot(s) 00101

Total Site Acreage: [redacted] 308 Zoning: EFU/FP MULTI-SPECIALTY ASSESSED

Total Acres to be used for Gathering: 70

Site Structures on Acres Used:

Current use(s) of the property AGRICULTURE/CHRISTMAS TREES/TIMBER

Date(s) of Proposed Gathering, Including Set-up & Clean-up dates SEPTEMBER 11-12, 2021

SET UP APPROXIMATELY BEGINS 4 SEPTEMBER 2021

TEAR DOWN APPROXIMATELY 30 SEPTEMBER 2021

ALL SECTIONS MUST BE COMPLETED. ATTACH ADDITIONAL SHEETS TO ANSWER QUESTIONS.
APPLICANT IS RESPONSIBLE FOR COMPLETENESS OF FORM.

Nature of Proposed Gathering CRAFT FAIRE WITH HISTORIC THEME

Estimated Attendance of Proposed Gathering, per day 9,500

Estimated/Proposed Parking Requirements 35 ACRES

Use(s) of adjacent property (not under the ownership of the applicant or gathering site "property owner"):

North of property: AGRICULTURE

South of property: CHRISTMAS TREES

East of property: CHRISTMAS TREES

West of property: STATE HIGHWAY / TIMBER MILL

Other pertinent information/comments

Note: Please provide a detailed (conceptual) Site Plan with Application, including event layout, parking areas, traffic flow, sanitation/refuse stations, vendor & program locations, property boundaries & roads.

Signature(s)

I hereby certify that the information contained herein is accurate to the best of my knowledge that all event activities will comply with Benton County Code Chapter 13 (last modified 2/28/03, Ordinance 2002-0181); and that the requested Social Gathering permit will not violate any deed restrictions attached to the property.

Adrian Hughes — Permit Applicant Signature — 17 JUNE '21 — Date

Jackie Hughes — Permit Applicant Signature — 17 JUNE 2021 — Date

For Office Use Only

Date Application Received: 6/17/21 Receipt Number: 2007 By: Leanna L. Buck

Application/Permit Number Assigned: 25-001

Benton County NA& Parks Representative Signature ***Print or type name & title*** **Date**

For Office Use Only

Review/Comment/Approval by Departments and Agencies - Check-off For One Year Permits

Departments and Agencies may submit written permit conditions and requirements to Benton County Natural Areas and Parks Department, which will become application/permit attachments.

Permit Application Reviewed by:

[check-off review] ***[written conditions submitted/attached?]***

_____ Benton County Planning Representative _____

_____ Benton County Building Representative _____

_____ Benton County Health Dept. Representative _____

_____ Benton County Sheriff Representative _____

_____ Benton County Counsel _____

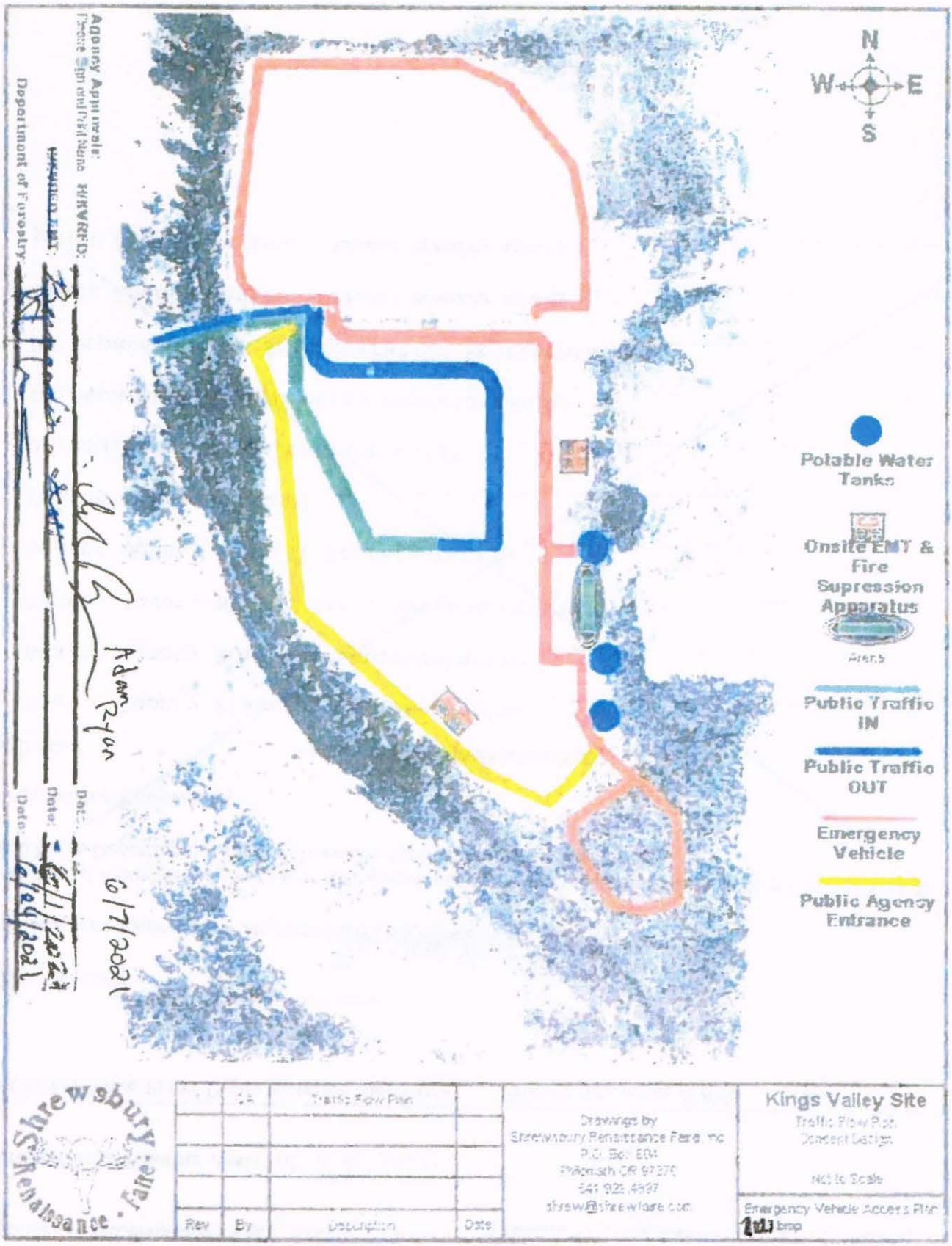
_____ Jurisdiction Fire District Chief _____

_____ OR Department of Forestry Representative _____

_____ OR Department of Transportation Representative _____

_____ Other Agency Review - ***Please specify agency*** _____

_____ Other Agency Review - ***Please specify agency*** _____



Rev	By	Description	Date
	SA	Traffic Flow Plan	

Shrewsbury Renaissance Faire

Drawings by
Shrewsbury Renaissance Faire, Inc
P.O. Box 604
Philomath, OR 97370
541.929.4997
shrew@shrewfaire.com

Kings Valley Site
Traffic Flow Plan
Consent Design
Not to Scale

Emergency Vehicle Access Plan
1of1.bmp

SHREWSBURY RENAISSANCE FAIRE EMERGENCY COMMUNICATIONS
September 11 & 12, 2021

Emergency Communications Volunteers:
Thank you! Your participation will provide necessary emergency communications connection between the Shrewsbury Renaissance Faire and the Benton County 911 Call Center.

Basic Plan:
The basic plan is to relay emergency communications from site safety (Reaves) personnel at the scene of the emergency to the Benton County 911 Call Center (BC Dispatch).

a) Reaves use **FRS** radios to contact the Emergency Communications (EmComm) personnel and provide information about the emergency.
b) EmComm personnel use the provided **Form** to take down the information.
c) EmComm personnel then **Phone** the BC Dispatch to relay the information to the personnel there, and then stay on the line to answer and relay more information.
   i) **IF** the phones don't work, call the in-town relay using the D-700 **Radio** on the 146.78 repeater using the D-700 radio. They will relay to BC dispatch.
d) Put a new number on the Form and record the communication in the **log**.

Primary communication to BC Dispatch is a wired phone which may not always work. If the phone does not work, a cellular repeater is in place in the communications tent, and can be turned on to allow the use of a cell phone to handle the emergency communications.

To aid in communication, flagging tape along the road on the edge of the site is in place to guide incoming emergency vehicles. Further, sections of the Faire have designated colors in order to allow a way to narrow-down the location of the emergency.

Schedule:

Day	Start	End	Communications Personnel	In-Town Relay	First Aid On Site
Sat	0930	1230	Anthony Odenthal KE7OSN Jan Napack KF7KXC Steve Napack KE7SDN	Olin Beall WA7YSY	Bernardine Scott at the Buttery or on Faire Emergency Frequency 7-7
Sat	1215	1530	John Stanley N8GFO Ron Davis W7RFD	Jeff Merth KI7NSA	
Sat	1515	1830	Drew Terrill W3HES Jeanie Gouhl KI7HRS	Ken Corbin KF7LKN	
Sun	0930	1230	Ron Davis W7RFD Dean Carlozzi KB7MDE	Spike Smith KB7TNJ	
Sun	1215	1530	Debbie Hackleman N7OBQ David Hackleman W7QH	Elizabeth Dodd KF7FGH	
Sun	1515	1830	Scott Gilbert KE7GGN Dean Carlozzi KB7MDE	Sid Antoch AF7YE	

Corvallis 911 Center 1-541-766-6911
(if no answer: 911 and ask for transfer to Corvallis 911 Center)

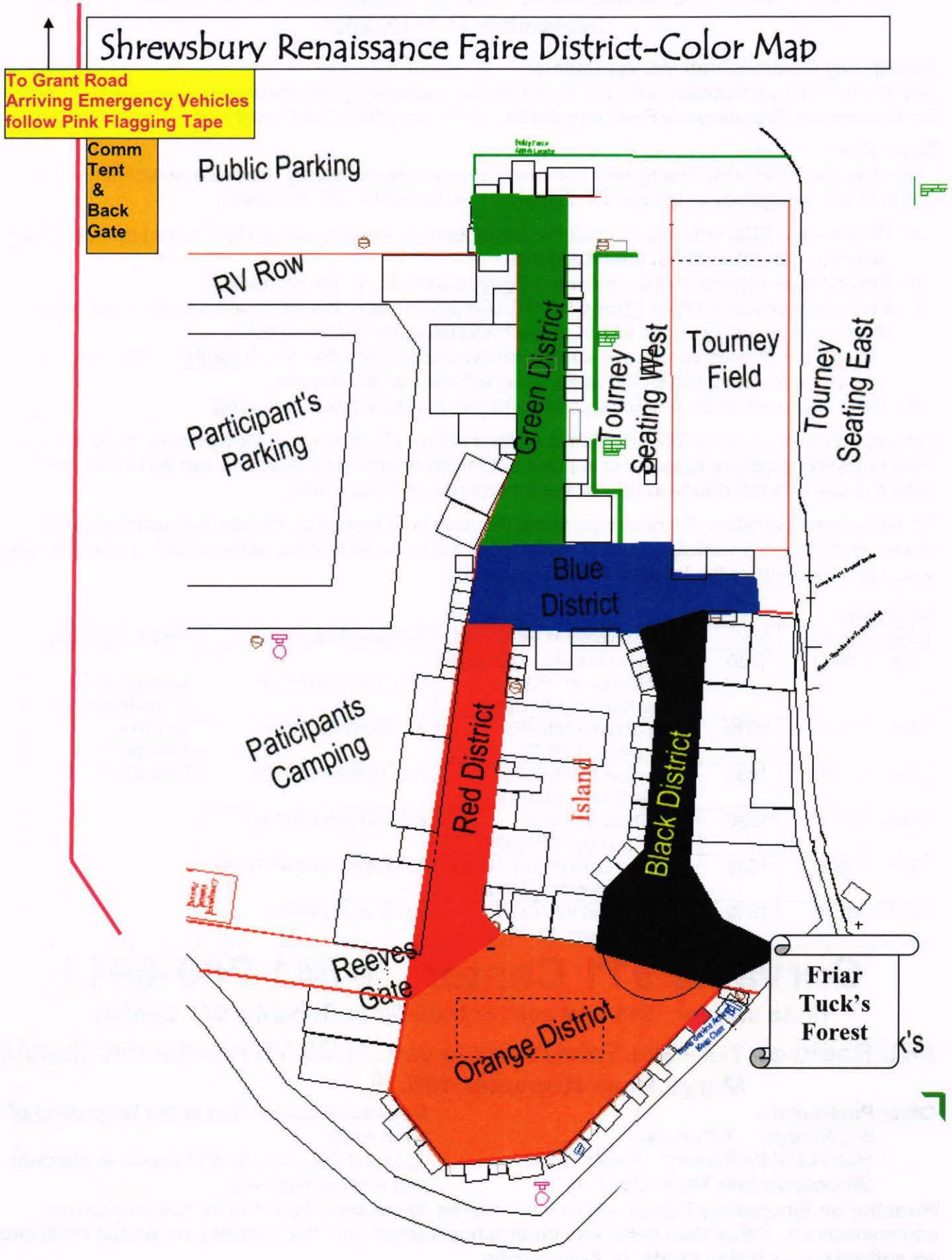
FRS Radio on 7-7 –Site Safety's link to you. ALWAYS monitor this channel.
Marys Peak Repeater 146.78

Other Personnel –
Site Manager: Kelly Regan
Head of Shire Reaves: Kaleb White
Shrewsbury Fire Truck: Dan Kay

Communications Test at the Beginning of each shift
-Contact the Corvallis 911 center to check-in and test the land-line.

Running on Emergency Power – Minimize contacts to conserve batteries for real emergency communications. **Other than tests and emergencies (medical / fire / police), no phone calls except as authorized by Kaleb White, or Kelly Regan.**

Shrewsbury Renaissance Faire District-Color Map



INSTRUCTIONS FOR EMERGENCY COMMUNICATIONS PERSONNEL

Reaves emergency contact procedure:
Reaves will use FRS radio channel 7-7 and will say "Break Break Break CommShack this is Shire Reave" when they have an emergency to report. Also, one Reave will be on 7-7 at all times during the Faire in case you need to contact them.

Procedure for calling in the Emergency:
1) Use the emergency form to take down the information on the emergency from the person calling in the emergency on the FRS radio. Ask them questions to get the form filled out. This is information the 911 center will need. Advise the Reave to stay on the 7-7 channel.
2) Try the land phone first. The number is **1-541-766-6911**. This will ensure you get Benton County Dispatch (911 center). If they do not pick up, dial 911 and ask for the Benton County 911 Center. If the land-line phone does not work, switch to the cell phone. Don't forget to switch-on the cell phone repeater first. If that doesn't work, use the D-700 radio to call the in-town relay on the 146.78 repeater.
3) Provide Benton County Dispatch with the emergency information and inform them that the arriving emergency vehicle should follow the bright pink flagging tape along the right side of the field until flagged down by a site safety person. Follow the instructions you receive from the 911 center dispatcher. They may ask for the address. It is on the emergency form. In-town relays, be sure to indicate that you are only relaying the information, the emergency is not at your location, but at the Shrewsbury site.

Communications Log:
Record all communications using the phone or the cell repeater including checks of the system. Include signal quality information for both systems along with the content of the communication.

Personnel Log: Check in on the personnel log when you are come on-duty and out when you are off-duty

Equipment:
-Land Line Phone
-Cell Phone Repeater and cell phone
-Two FRS Radios
-D700 Mobile VHF/UHF amateur radio

Communications Test Beginning of Each Shift:
To be sure that everyone is in place and can reach each other, checks will be performed at the beginning of each shift.

1) Call dispatch at 1-541-766-6911. Tell them this is a "Communications test from the Shrewsbury Renaissance Faire". They will be expecting this. Ask about the quality of the signal and record this information in the log – the land line can be rather faint and scratchy.
2) Contact the in-town relay, note the time and quality of the signal in the radio log, and note their sign-in on the personnel log and the sign-out of the previous in-town relay.
3) Please also check and record the current battery voltage on the communications log. You will find the meter on the work surface, and already connected to the battery. (See battery charging below.)

Battery charging: A solar charger will help keep the battery going during the day-shift

Non-Emergency Calls:
Aside from calling in an emergency to the 911 Center and the regular checks, there will be no use of the phone or cell phone repeater.
This means no calls to spouses, no calls for taxis, no calls for tow trucks. We have limited battery power which must be reserved for emergencies. The ONLY EXCEPTIONS, usually for tow truck, must be authorized by Kaleb White, the Head of Site Safety, or Kelly Regan the Site Manager. If someone asks you, let them know who can authorize the call and that there is limited cell phone coverage at the site and solid coverage near Kings Valley Store – about 1.5 miles South on Hwy 223.

Shifts:
Shifts are 3 hours long. Be sure to get a pass-down from the previous person.

FAIRE SCHEDULE: The Faire is open from 10am to 6pm.

Charge	Voltage
100%	>13.4V
80%	12.7V
60%	12.2V
50%	12.0V Recharge

DIRECTIONS:

Traveling Time: (ok, less for those of you coming from Wren)

Allow 60 minutes to get there - 30 minutes from Corvallis to Shrewsbury, 15 minutes for check-in and getting to your post, 15 minutes for traffic(Kings Valley highway can get a little crowded during Shrewsbury).

Getting to the Faire:

1) Go out highway 20 to the Kings Valley Highway (223) and turn onto Kings Valley Highway.

2) Follow Kings Valley Highway for about 10 miles to the Polk County Border.

3) Turn right immediately after the Polk County border onto Grant.

4) Turn right again into the Shrewsbury site.

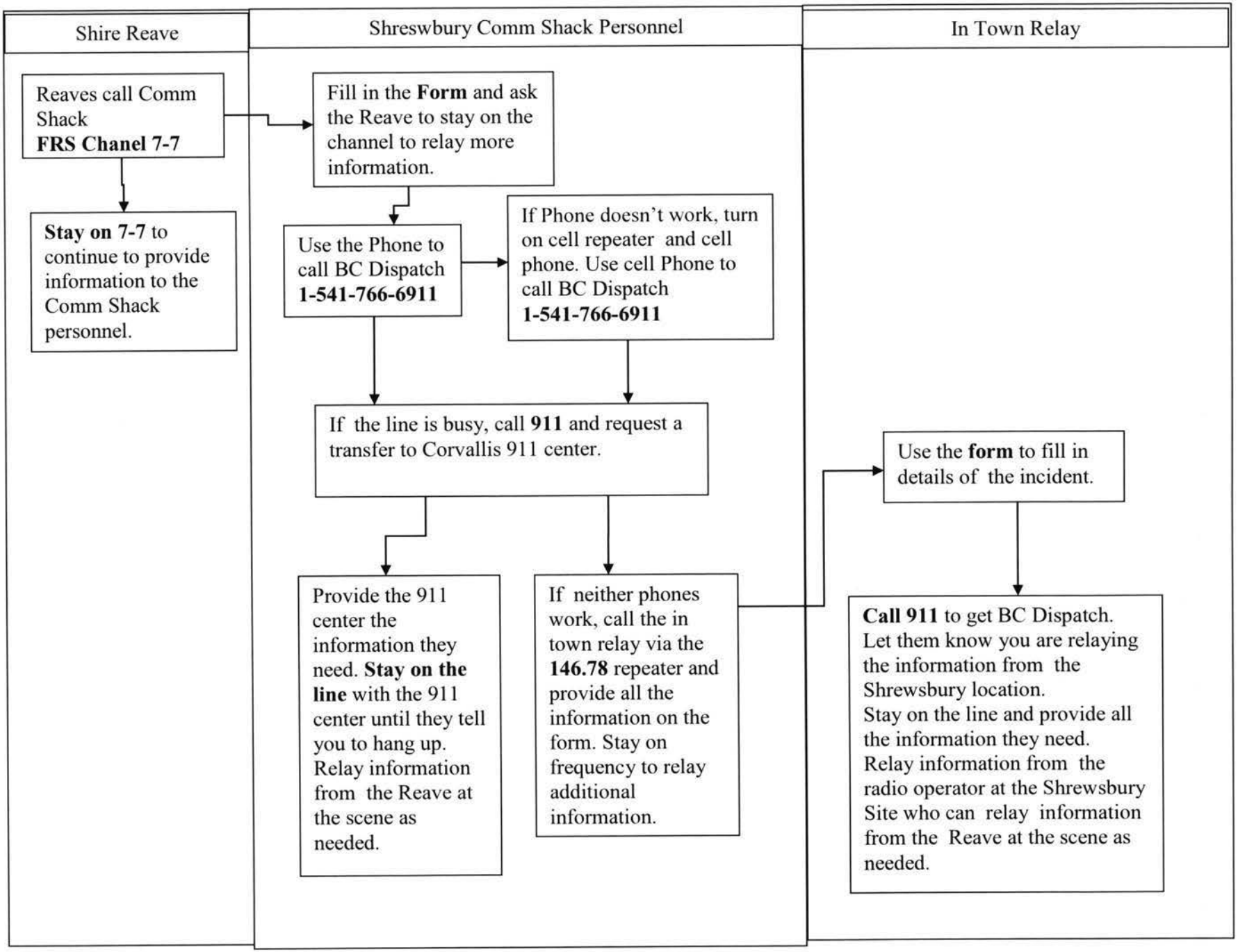
Entering the Faire:

1) Follow the road along the right side of the field to the Participants Gate.

2) At the participants gate sign-in we are listed under "Benton County ARES". Sign-in and get a wrist band which identifies you and gains you entrance after that time using the wrist band.

Getting to your Post:

1) Next to the participants entrance in a large awning with sides. That is the Emergency Communications Post.


Shire Reave
Shreswbury Comm Shack Personnel
In Town Relay
Reaves call Comm Shack
FRS Chanel 7-7
Stay on 7-7 to continue to provide information to the Comm Shack personnel.
Fill in the Form and ask the Reave to stay on the channel to relay more information.
Use the Phone to call BC Dispatch
1-541-766-6911
If Phone doesn't work, turn on cell repeater and cell phone. Use cell Phone to call BC Dispatch
1-541-766-6911
If the line is busy, call 911 and request a transfer to Corvallis 911 center.
Provide the 911 center the information they need. Stay on the line with the 911 center until they tell you to hang up. Relay information from the Reave at the scene as needed.
If neither phones work, call the in town relay via the 146.78 repeater and provide all the information on the form. Stay on frequency to relay additional information.
Use the form to fill in details of the incident.
Call 911 to get BC Dispatch. Let them know you are relaying the information from the Shrewsbury location. Stay on the line and provide all the information they need. Relay information from the radio operator at the Shrewsbury Site who can relay information from the Reave at the scene as needed.

Shrewsbury Emergency Report Form

#_____

Radio Operator: _____ **Date:** September _____, 20_____ **Time:** _____

Call Benton County Dispatch (911 center) at 1-541-766-6911

If no answer, dial 911 and request transfer to Benton County 911 Center
Backup to the land-line is the cell phone. Be sure to switch on the repeater first.

Location of the Emergency: Shrewsbury Faire (by Hwy 223 at Benton-Polk border – access via Grant Road)

Location within Shrewsbury Faire (circle one):

Green District	Blue District	Red District	Black District
Orange District	Tourney Field	West Tourney Seating	East Tourney Seating
Participant's Camp	Public Parking	Friar Tuck's Forest	Other_____

Arriving Emergency Vehicle should turn right onto the site from Grant Road and then **follow the PINK Flagging Tape** which is on the top of the fence along the Right Side of the field until flagged-down by site safety personnel.

Nature of the Emergency (circle one):

Medical Fire Disturbance Other_____

If Medical -
Subject Gender (circle one): Male Female

Subject (circle one): Child Adult

Subject Approx Age (circle one): infant 2-5 5-12 12-18

20 30 40 50 60 70 80 90

Description of Emergency / Subject Symptoms:

_____

_____

_____

_____

_____

_____

_____

Resolved at time: _____

Resolution (EMT's arrived, child found, etc.): _____

APPROVED CONDITIONS FOR THE 2021 SHREWSBURY RENAISSANCE FAIRE SOCIAL GATHERING EVENT

1. Continue to work with the Benton County Health Department to successfully address the basic health and safety concerns involving potable water, port-a-pots, hand washing stations, garbage disposal, emergency response plan and food booths. (Note conditions 2, 3, 4, 5, 6, 7, 8, 9 & 10 regarding these issues)
2. Provide an updated map of the total set-up including: food booth locations, hand washing locations, toilet locations, gray water dumping stations, garbage disposal large dumpsters, and water dispensing locations indicating total available gallons at least 60 days prior to the event to the Health Department and the Natural Areas, Parks and Events Department.
3. Certification of the emergency response plan shall be provided by the Hoskins Kings Valley Rural Fire Protection District which includes the local QRT 9 (quick response team).
4. Work with the food vendors to provide an effective means for maintaining cold foods at safe temperatures.
   Note: If ice is used, it is recommend that a minimum of 450 lbs of ice per booth per day be anticipated for planning purposes. This estimate was based on reported usage at the previous Shrewsbury festivals and may vary based on amount of food served and weather conditions. Actual use may be more or less.
5. Per Oregon State Drinking Water and Food Sanitation Rules, water used for drinking and food preparation must be obtained from an approved source. Work with food vendors to ensure an adequate supply of drinking water.
   - Provide an adequate supply of drinking water for public use.
   - Identify Faire staff responsible for monitoring water usage and ordering replacement when necessary.
     Note: Based on previous usage rates, each food booth consumed approximately 80 gallons of water per day.

     Compliance with Oregon Health Service Drinking Water Program – drinking water hauling guidelines. Copy of record keeping of water being hauled.
6. Provide adequate toilet facilities for public and staff. If port-a-potties are used, ensure that there are a sufficient number to meet public demand and are serviced when necessary.
   Adequate number of handwashing stations equipped with running water, soap and paper towels, be provided and maintained for the public's use at toilet facilities and in the food vending areas.
7. Provide adequate garbage collection and removal for the food booths.
8. Provide copy of appropriate licenses from the Oregon Liquor Control Commission to Benton County Natural Areas, Parks and Events Department at least 60 days prior to the event.
9. All temporary food booths must be licensed prior to the event in accordance with Oregon Administrative Rule (OAR) 333-150 or not be allowed to set-up at the event. If anyone is found to be operating without a valid license, the Health Department will have the full cooperation of the Shrewsbury officials and Sheriff's Department in having the illegal operation cease and desist.

Note: To avoid late fees, temporary food applications should be completed and delivered to Health Department at least 60 days prior to the event.

Ensure that all hoses connected to potable water supplies are food grade hoses. All hoses must be connected to water trees equipped with approved back flow prevention devices. Ensure that an adequate number of water trees are provided so that hoses are not disconnected and left lying in the dirt due to the need to share access to water trees.

10. Provide a prearranged method of allowing registered environmental health specialist, and other Benton County and Polk County representatives ready access to the festival as required by law.
11. The Faire shall continue to work with the Benton County Sheriff to address any concerns related to public safety.
12. The Faire shall work with the responsible public fire safety agencies to address fire suppression issues and State Regulations associated with fairs and events. A fire control plan that is approved by the Kings Valley/Hoskins Rural Fire District and the State Department of Forestry shall be made available to the Benton County Natural Areas, Parks and Events Director no later than 60 days prior to the Event.
13. Temporary fencing shall be located along riparian areas, including the Luckiamute River to help ensure public safety and minimize negative impacts on the riparian areas.
14. The Faire shall receive an access permit from the Polk County Public Works Department and complete improvements consistent with Polk County Standards for any new road access locations no later than 60 days prior to the Event.
15. The Faire shall work with the Benton County Sheriff to not allow parking along Highway 223.
16. The Faire shall provide access for emergency vehicles – the Kings Valley/Hoskins Rural Fire District shall approve of the access arrangements no later than 60 days prior to the Event.
17. The Faire has placed permanent "No Parking" signs on Grant Road to ensure good ingress and egress.
18. The Faire shall comply with Oregon Department of Transportation and Oregon Motorist Information Act regulations, administrative rules and permits for advertising signs. A copy of the ODOT permit will be required 60 days prior to the Event.
19. The Faire shall contact Oregon Department of Transportation (ODOT) District 4, and apply for a permit to control traffic during a specified time during the two-day Event.
20. The Faire shall provide a copy of the contract for the traffic control services for the two days. Traffic control will be required during the Event hours.
21. The Faire shall demonstrate to the Natural Areas, Parks and Events Director prior to the Event, they have communications with the communities of Philomath and Corvallis, in case there is a need for emergency support.
22. The Faire shall provide an updated written Emergency Communications Plan no later than 60 days prior to the event which lists a phone service provider and redundancy system to

include but not limited HAM radio service through the Amateur Radio Emergency Service (ARES).

23. The Faire shall provide the necessary Certificate of Liability Insurance (enclosed with application) no later than 60 days prior to the event. The County Counsel shall review the Certificate to make sure all concerns are addressed.

24. The Faire shall provide a mobile water source (fire truck, tractor with spray tank, etc.) on site beginning with the first day that construction begins for the Faire. The Faire shall provide the Natural Areas, Parks and Events Director with a statement signed by the Department of Forestry that this condition has been met prior to any construction at the Faire site.

25. Any major incidents (ie. Medical transport to hospital, fire) must be reported to the County within 4 hours of the occurrence. Complete and file an incident report in case of questions.

26. All temporary structures used in conjunction with the Faire shall not be placed on the property sooner than 30 days prior to and shall be removed no later than 30 days following the licensed event. Any structures remaining on the property before or after these dates must comply with building code and zoning regulations. Continuance of temporary structures used in conjunction with the Faire without approval of the Community Development Department constitutes a violation to County Code and could result in denial of future social gathering permits.

27. If any of the conditions are not met in the timeframe allocated, authorization of the event may be cancelled.

Benton County
NATURAL AREAS, PARKS & EVENTS DEPARTMENT

NATURAL AREAS AND PARKS
360 SW Avery Avenue
Corvallis, OR. 97333-1192

(541) 766-6821
FAX (541) 766 6891
www.co.benton.or.us/parks/index.html

June 23, 2021

Dear Official,

The Shrewsbury Renaissance Faire is scheduled for September 11 and 12, 2021 – with set-up scheduled beginning approximately September 4, 2021, and teardown/clean-up scheduled to be completed by approximately October 1, 2021. Enclosed is a copy of the 2021 *Application for Social Gathering Special Use Permit* (Permit #21-001) for the Shrewsbury Renaissance Faire for your review, comments and recommendations. Also enclosed is Shrewsbury Renaissance Faire 6/17/21 Request for a 5-year Social Gathering Permit, as stipulated in Benton County Social Gathering Ordinance 2003-0194, 13.210 (3). This is the third 5 year permit requested, a copy of the organizers 2015 request is also enclosed.

Per the Benton County Social Gathering Ordinance 2003-0194, 13.215 - (1) "the (Benton County Natural Areas, Parks & Events) Director shall send notice of the application to the Sheriff and other interested law enforcement agencies, the County Planning Director, the County Health Administrator, the County Building Official, the County Administrative Officer, and the Chief of the Fire District in which the gathering is to be held. The Parks Director may request such cooperation and assistance from other state and local agencies as deemed necessary." (2) "Each official receiving notice of the application under subsection (5) hereof shall submit comments or responses in writing to the Parks Director within fourteen days after the date the notice was mailed. The comments may include recommendations as to granting the permit and recommended conditions that should be imposed."

Please review the 2021 Shrewsbury Renaissance Faire application packet, and forward comments and/or recommendations to me. A copy of Benton County Code Chapter 13 "Social Gatherings" (Ordinance 2003-0194) is included in the application packet, along with the "Approved Conditions for the 2021 Shrewsbury Renaissance Faire Social Gathering Event.". Shrewsbury responses and submittals to the 2021 Faire conditions are enclosed as the *Draft Proposed Conditions for 2019 Shrewsbury Renaissance Faire* (23 conditions), including 2009 edits to #3. **Comments and recommendations are due Tuesday, August 4, 2021, by noon, in the Benton County Natural Areas, Parks & Events office, 110 SW 53rd Street, Corvallis, Oregon, 97333.**

If additional information is needed to facilitate your review and comment, please call Lynne McKee, Director, 541-766-6090, or Email to Lynne.McKee@Co.Benton.OR.US. You may also contact Leanna Buck, Administrative Specialist, 541-766-6025, or Email to Leanna.Buck@Co.Benton.OR.US.

Thank you for your efforts and assistance.

Sincerely,

Lynne McKee
Director

Enclosures

CHAPTER 13

SOCIAL GATHERINGS

ADMINISTRATION

13.001 Application. This ordinance is intended to regulate event gatherings with more than 300 persons, but fewer than 3,000 persons continuously over at least a 24-hour period. This ordinance is not a mass gathering ordinance as that term is defined in ORS 433.735, but is intended to regulate less intensive events. Those events that meet the state mass gathering definition shall comply with state statutory and regulatory requirements; this ordinance shall not create a local definition of mass gatherings. [Ord. 2002-0181; Ord. 2003-0194]

13.002 State Mass Gathering Requirements Inapplicable. Because Benton County has defined social gatherings to be exclusive of the state definition of mass gatherings, state regulations and requirements relating to mass gatherings shall be inapplicable to social gatherings as defined by this ordinance. [Ord. 2002-0181]

13.005 Definitions. As used in BCC Chapter 13:

(1) **"Health Department"** means the Benton County Health Department.

(2) **"Outdoor Mass Gathering" has the meaning set forth in ORS 433.735.**

(3) **"Organizer"** includes any person who holds, stages, or sponsors a social gathering and the owner, lessee, or possessor of the real property upon which the social gathering is to take place.

(4) **"Permit holder"** is the person to whom a permit is issued for a social gathering. If a corporation applies for the permit, the corporation must designate one or more individuals who will be the County's point of contract.

(5) **"Sheriff"** means the Benton County Sheriff, or his or her designee.

(6) **"Social Gathering"** has the following meanings:

(a) An event, activity or assembly:

(i) That continues or can reasonably be expected to continue for more than 24 consecutive hours, but less than 120 consecutive hours within any six-month period; and

(ii) Continuously has more than 300 persons, but less than 3,000 persons on the real property.

(b) An event, activity or assembly:

(i) That continues or can reasonably be expected to continue for less than 24 hours; and

(ii) Has a total of more than 3,000 persons on the real property during that time period.

(7) **"Parks Director"** means the Benton County Parks Director, or his or her designee. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 86-036; Ord. 2001-0176; Ord. 2002-0181]

13.010 Land Use. Neither a mass gathering nor a social gathering, as described above, is a land use. However, land use approval through the Benton County Community Development Department shall be required of any property owner, contract purchaser or lessee upon whose real property five (5) or more mass gatherings or social gatherings are held in any twelve-month period. The intent of this provision is to determine when an underlying property is engaged in a use, the intensity of which requires land use approval. [Ord. 2001-0176; Ord. 2002-0181]

PERMITS

13.105 Permits Required for Social Gatherings.

(1) The Board of Commissioners may issue a permit for a social gathering upon application and payment of the required fee when the permit applicant demonstrates compliance with or the ability to comply with all applicable health laws, building codes, zoning regulations, and safety rules.

(2) No social gathering shall be held in Benton County outside the limits of incorporated cities unless the organizer first obtains a permit and complies with all provisions of BCC Chapter 13. One (1) permit shall be required for each social gathering. Civil liability for failure to comply with the provisions of BCC Chapter 13 shall rest in all persons who are responsible for obtaining permits under this provision.

(3) The permit shall be kept posted in a conspicuous place upon the premises of the assembly. No permit shall be transferred or assigned without the consent of the Board of County Commissioners. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 86-036; Ord. 2001-0176; Ord. 2002-0181]

13.110 Exceptions. BCC Chapter 13 shall not apply to any regularly organized and supervised school district activity or program that takes place on school property, nor to activities occurring at the Benton County Parks or Fairgrounds, nor to any activity of a municipal corporation or government agency. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002, Ord. 86-036; Ord. 2001-0176]

PERMIT PROCESS

13.205 Permit Application Fee. The application fee shall be established by Board order, and shall be an estimate of anticipated costs to the County for receiving, processing and reviewing applications. The total fee shall not exceed five thousand dollars ($5,000). [Ord. 2001-0176]

13.210 Permit Application for Social Gathering.

(1) The application shall include all of the following and shall be filed at least sixty (60) days before the proposed gathering:

(a) Name, address and telephone number of the property owner and permit applicant or, if a corporation, the name, address and telephone number of the individual(s) who will represent the corporation as the point of contact and permit holder;

(b) Assessor map and tax lot number, address and zoning designation of the place of the proposed gathering;

(c) Date of the proposed gathering, including set-up and clean-up;

(d) Estimated attendance at the proposed gathering;

(e) Estimated parking requirements;

(f) A narrative describing the nature of the event, the sponsor, the hours it will be open to the public, how traffic is to be handled, the provisions to be made for on-site waste, solid waste disposal, including recycling of materials, potable water, refuse removal, safety measures and any other information that may be requested by the Parks Director;

(g) A detailed site plan that shows the layout of the event, including parking area, traffic flow, sanitation and refuse stations, vendor and program locations property boundaries and roads; and

(h) Such other appropriate information as the Parks Director shall require in order to insure compliance with this chapter. If such additional information is not supplied within two weeks of the Parks Director's request, the application will be deemed incomplete.

(2) Incomplete applications shall be denied and the application fee, less County costs, shall be returned to the permit applicant.

(3) The Board may issue, upon application, a permit for up to five (5) years. Such permit is discretionary and may only be applied for by an organizer of a social gathering which has been held pursuant to properly issued permits in the three (3) immediately preceding years. The fee for a multi-year permit shall be set by Board order. All other requirements of this ordinance shall apply to a multi-year permit application as if the application was for a single-year permit. [Ord. 2001-0176; Ord. 2002-0181]

13.215 Notice Requirements; Public Hearing.

(1) The Parks Director shall send notice of the application to the Sheriff and other interested law enforcement agencies, the County Planning Director, the County Health Administrator, the County Building Official, the County Administrative Officer, and the Chief of the Fire District in which the gathering is to be held. The Parks Director may request such cooperation and assistance from other state and local agencies as deemed necessary.

(2) Each official receiving notice of the application under subsection (5) hereof shall submit comments or responses in writing to the Parks Director within fourteen days after the date the notice was mailed. The comments may include recommendations as to granting the permit and recommended conditions that should be imposed.

(3) The Parks Director shall make a recommendation on the application to the Board of Commissioners.

(4) The Board of Commissioners shall hold a public hearing on the issue of the application's compliance with all of the requirements of this chapter. Notice of the time and place of such hearing including a general explanation of the matter to be considered shall be published at least ten (10) calendar days before the hearing in a newspaper of general circulation in the county. Notice shall also be sent to property owners within 1,000 feet of the property upon which the social gathering will be held.[Ord. 2001-0176; Ord. 2002-0181]

13.220 Conditions of Permit.

(1) The Board of Commissioners may, as conditions of the permit, require:

(a) Twice-daily inspection by County officers of the structures of the social gathering for compliance with County code, State law, and applicable Oregon Administrative Rules;

(b) Twice-daily inspection by the Fire Chief, or designee of the fire district in which the social gathering site is located, for compliance with fire safety regulations;

(c) Twice-daily inspection of the social gathering site by the County Sheriff, or other law enforcement designee, for compliance with conditions of the permit concerning crowd control, traffic management and compliance with state and local laws, including criminals laws;

(d) If the inspections described above reveal deficiencies in compliance with state or local law, the inspectors may return as often as needed until the deficiencies are cured. If the deficiencies are not cured or cannot be cured, the County Sheriff may terminate the social gathering as provided in section 13.225(1);

(e) The permit holder, or any organizer, to obtain an insurance policy in the amount of one million dollars ($1,000,000). A performance bond to ensure clean up of the event may also be imposed as a condition of approval. The insurance policy may not be cancelable, and shall provide coverage against liability for death, injury, or

disability of any human, or for damage to property arising out of the social gathering. The insurance policy must be an "occurrence" policy, or its equivalent which provides for payment of claims made during the 180-day period after the scheduled termination of the event. Benton County shall be named as an additional insured under the policy. The permit for the social gathering shall be voided by the Parks Director if the permit holder does not file proof of the non-cancelable insurance required by this section with the Parks Director at least thirty (30) days before the first day of the event;

(f) The permit holder to keep a reasonable count of persons and vehicles entering and leaving the social gathering site;

(g) The permit holder to designate a contact person who shall be easily identified and who shall remain at the social gathering site at all times; and

(h) The permit holder to maintain order, require compliance with all state and local laws, and provide for the orderly dispersal of those in attendance if state and local laws are not observed. [Ord. 2001-0176; Ord. 2002-0181]

13.225 Authority of Sheriff to Regulate Social Gatherings.

(1) For a social gathering held under a valid permit, the County Sheriff has the authority to order the crowd to disperse and leave the social gathering site if the permit holder cannot maintain order and compliance with all applicable state and local laws, or refuses to maintain order and compliance with state and local laws or refuses or is unable to adhere to the terms and conditions of the permit.

(2) If at any time during the social gathering held under a valid permit, the number of individuals or vehicles attending the gathering exceeds the number of individuals or vehicles estimated in the permit application and creates, in the belief of the Sheriff, an unreasonable threat to the health, safety and welfare of the public, the County Sheriff has the authority to require the permit holder to limit further admissions until a sufficient number of individuals or vehicles have left the site to eliminate the health, safety or welfare threat to the public. [Ord. 2001-0176; Ord. 2002-0181]

OPERATION OF SOCIAL GATHERINGS

13.305 Duration of Operation.

(1) No social gathering shall be conducted in the unincorporated areas of Benton County within 1,000 feet of any residence between the hours of 12:01 a.m. and 9:00 a.m. and in all other areas between the hours of 2:00 a.m. and 9:00 a.m. If written consents from neighboring property owners and residents are submitted with the application, the Board may modify these hours in the permit.

(2) The use of amplification shall be regulated so that it will not interfere with the normal use of any school, church, residence or other permanent place of human habitation unless prior written consent is obtained from all affected persons. A sound level in excess of 70 decibels prior to 10:00 p.m. and in excess of 50 decibels after 10:00 p.m. (as measured upon the A scale of a standard sound level meter on affected property) shall constitute interference. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 2001-0176; Ord. 2002-0181]

13.310 Sale of Intoxicating Liquor Prohibited. No organizer shall permit any person to sell intoxicating liquor at a social gathering, nor permit intoxicating liquor to be sold on the premises without first obtaining appropriate licenses from the Oregon Liquor Control Commission, copies of which shall be submitted to the Parks Director. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 2001-0176; Ord. 2002-0181]

13.315 Illegal Drugs Prohibited. No organizer of a social gathering shall permit any person to bring controlled substances into a social gathering, unless legally prescribed by a physician, nor permit controlled substances to be used on the premises, unless legally prescribed by a physician. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 2001-0176; Ord. 2002-0181]

ENFORCEMENT AND PENALTIES

13.405 Enforcement.

(1) The County Counsel or District Attorney for Benton County may maintain an action in any court of general jurisdiction to prevent, restrain, or enjoin any violation of this Chapter.

(2) If social gathering attendees remain on the social gathering site after the scheduled end of the gathering or the organizer or permit holder fails to remove all debris or residue by the end of the clean up period specified in the social gathering permit, County code enforcement officers may issue citations to the landowner, all persons remaining at the event site, and to all persons who have left debris behind.

(3) In addition to any other remedies provided, if the social gathering site is not restored to its previous condition, or better, the County may arrange for clean up of the site, and then file an action for damages against the organizers, including the landowner or successor landowner and the permit holder or may seek reimbursement under the performance bond. [Ord. 2001-0176; Ord. 2002-0181]

13.410 Public Nuisance. Compliance with the terms of BCC Chapter 13 shall constitute minimum health, sanitation and safety provisions; failure to comply with the terms and conditions of BCC Chapter 13 and state law shall constitute a public nuisance and shall be subject to all provided criminal, civil and equitable remedies. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 2001-0176]

13.415 Penalties. Any person who violates any provision of BCC Chapter 13 or who willfully violates the terms of the permit, or who counsels, aids, or abets in such a violation, shall be guilty of a misdemeanor and shall be punished, upon conviction, by imprisonment for not more than thirty

(30) days or by a fine of not more than $1,000 or both. Each day of violation shall be considered a separate offense. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 2001-0176]

APPEALS

13.505 Review of Commissioners' Actions. All decisions of the Board of County Commissioners under BCC Chapter 13 shall be reviewable by the Circuit Court of the State of Oregon for the County of Benton. [Ord. 1000, adopted July 9, 1970; Ord. 85-0002; Ord. 2001-0176]

13.510 Severability. Invalidity of any section or part of this Chapter shall not affect the validity of the remaining sections or parts of sections. [Ord. 2001-0176]

4.4 WS

JSIP Update for Benton County Board of Commissioners July, 2021

Proposed Annexation of South3/Krause Property

- Annexation is an expected step in developing South3 for JSIP.
- The process, which includes City of Corvallis Council approval, takes several months and should begin now to assure an outcome prior to the May 2021 JSIP bond measure.
- Krause's would be co-applicants on annexation currently, which they support in concept.
- Annexation agreement could include a future condition – passage of the bond measure – if desired.
- If South3 is the "chosen" property for JSIP, the County will own it prior to the bond measure; annexation could proceed regardless of the outcome of the bond measure.
  - Paul Bilotta, Greg Gescher, Greg Verret to discuss pros/cons of annexation
- Whether conditioned on bond measure or not, does BOC support moving forward as co-applicants on annexation of the South3/Krause property?

For Discussion – Elements of JSIP Bond Measure

- What facilities, if any, are "baked" into the bond measure? This is critical to what we communicate with the public, and what we ask the public to determine. This speaks to the level of complexity of the bond package and the complexity of public engagement.
- Closely related to the first bullet, how does the $2M earmarked for a remodel of the BOC into a Crisis Center affect what is baked into the bond measure? Are we still proposing to spend $15M on a greenfield Crisis Center or $XM for a second remodel of the BOC as part of the bond? If greenfield, are we proposing to raze the remodeled BOC?
- Closely related to the first bullet, how does money ($2M?) earmarked for an interim EOC affect what is baked into the bond measure? Are we still proposing to spend $8M on a greenfield, standalone EOC as part of the bond?
- Closely related to the first bullet, what are we asking the public relative to the historic BC Courthouse? I am aware of one question only related to JSIP, which is: will the public support spending an additional $15M to keep the DA in the historic Courthouse (versus housing the DA in the proposed new courthouse). However, additionally are we asking the public whether it supports spend $15-$20M to make seismic upgrades and other enhancements for a TBD repurposing of the Courthouse?
- See potential bond scenarios (next page)

Site Selection

- Lumen proposing potential outright sale of its parking area, i.e. no swap for D&M

Potential Bond Scenarios

Highest Cost ($M)		Medium Cost ($M)		Lowest Cost ($M)	
Correctional Facility	50	Correctional Facility	50	Correctional Facility	50
Crisis Center (Greenfield)	15	Crisis Center (Enhanced remodel)	4	Crisis Center (remodel with State funding)	0
New Courthouse (no DA; net of matching funds)	20	New Courthouse (with DA; net of matching funds)	35	New Courthouse (with DA; net of matching funds)	35
Historic BC Courthouse (with DA	35	Historic BC Courthouse (upgrade; no DA)	15	Historic BC Courthouse (no upgrade; no DA)	0
New BCSO LEB (net of sale of existing LEB)	16.5	New BCSO LEB (net of sale of existing LEB)	16.5	New BCSO LEB (net of sale of existing LEB)	16.5
New EOC (standalone)	8.5	New EOC (integrated)	7.5	New EOC (none)	0
FF&C Borrowing	0	FF&C Borrowing	<15>	FF&C Borrowing	<20>
Total	**$145**	**Total**	**$113**	**Total**	**$81.5**

Lumen Parking Lot Acquisition Cost Scenarios*

	Swap for D&M + Cash (current proposal)	**Direct Purchase (new proposal)**
Cash Upfront	$100,000	$900,000
Cost to Develop D&M into Parking Area for Lumen	$275,000	$0
Opportunity Cost of D&M Parcel and Building	$500,000	$0
Brokerage Fees	$68,000	$36,000
Escrow Fees	$7,650	$3,825
Net Cost	**$950,650**	**$939,825**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON

In the Matter of Proclaiming July 26, 2021 as "Americans with Disabilities Act Awareness Day", in Celebration of the 31st Anniversary of the Americans with Disabilities Act, and Reaffirming Benton County's Commitment to ADA Goals	))))))	**PROCLAMATION NO. P2021-015**

WHEREAS, thirty years ago, on July 26, 1990, President George H.W. Bush signed into law the Americans with Disabilities Act (ADA), affirming our nation's commitment to eliminating discrimination against people with disabilities, and stating "Let the shameful walls of exclusion finally come tumbling down"; and

WHEREAS, the ADA was the world's first comprehensive declaration of equality for persons with disabilities, and covers approximately one in five Americans - most people will experience disability at some point in their lives. Disability also impacts all intersectional identities. Ableism and stigma further harms marginalized and historically excluded communities including people of color, LGBTQ+ people, veterans, immigrants, people in recovery, and houseless individuals. Our work for access and inclusion must include all community members with disabilities; and

WHEREAS, disabled people and the families and loved ones that have been their advocates for equality have contributed significantly to our nation's advancement and protection. Some leaders include Temple Grandin, Nyle DiMarco, Judith Heumann, Helen Keller, and Leroy F. Moore Jr. We cannot forget that our local leaders and advocates for disability rights help ensure our community improves services and access for all; and

WHEREAS, among many other organizations in Benton County, the Benton County Special Transportation Program, through its contractor Dial-a-Bus, Inc., and the Benton County Developmental Diversity Program, along with their Advisory Committees, together serve well over a thousand Benton County residents with visual, auditory, physical, mental, emotional, cognitive, and developmental disabilities, by assisting them with residence, work, school, medical treatment, therapy, shopping, and social activities; and

WHEREAS, while we celebrate the 31st Anniversary of the ADA and the achievements which have been accomplished, we also recognize that the full promise of the ADA can only be reached if we remain committed to continue our efforts to achieve full implementation of the goals of the ADA. We commit to increase community collaboration, seek feedback, train staff, and implement procedures and practices that meet and exceed ADA expectations to ensure everyone with disabilities in Benton County can live, work, learn, and thrive;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS HEREBY PROCLAIMS: July 26, 2021 as "Americans With Disabilities Act Awareness Day" in Benton County, celebrating the 30th Anniversary of the ADA and reaffirming Benton County's commitment to continue to work to bring forth the promise of equity envisioned by the ADA.

Adopted this 20th day of July, 2021.

Signed this 20th July, 2021.

BENTON COUNTY BOARD OF COMMISSIONERS

Xanthippe Augerot, Chair

Nancy Wyse, Commissioner

Pat Malone, Commissioner

7.1

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 07/20/21

View Agenda Tracker

Suggested Placement * BOC Tuesday Meeting

Department * Human Resources

Contact Name * Tracy Martineau

Phone Extension * 7666389

Meeting Attendee Name * Tracy Martineau

Agenda Item Details

Item Title * Approval of Collective Bargaining Agreement between Benton County and the Oregon Nurses Association for July 1, 2021 – June 30, 2025

Item Involves * Check all that apply

- ☐ Appointments
- ☐ Budget
- ☑ Contract/Agreement
- ☑ Discussion and Action
- ☐ Discussion Only
- ☐ Document Recording
- ☑ Employment
- ☐ Notice of Intent
- ☐ Order/Resolution
- ☐ Ordinance/Public Hearing 1st Reading
- ☐ Ordinance/Public Hearing 2nd Reading
- ☐ Proclamation
- ☐ Project/Committee Update
- ☐ Public Comment
- ☐ Special Report
- ☐ Other

Estimated Time * 20 minutes

Board/Committee Involvement *

- ○ Yes
- ◉ No

Advertisement* ○ Yes
◉ No

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues *

The collective bargaining agreement ("Agreement") between the Benton County Oregon Nurses Association (ONA) and Benton County expired June 30, 2021. Contract negotiations began April 13, 2021 and concluded on June 22, 2021. Carla Jones, Interim Health Centers Director; Suzanne Hoffmann, Health Department Director; and Tracy Martineau, HR Director served as management's representatives. Eric Wolke, Assistant HR Director, participated as observer and alternate. Angela Edwards, Niki Kelley, Terrence Deeds, and ONA Labor Relations Representative Gary Aguiar represented the Benton County ONA team. The teams used a traditional bargaining process. ONA members ratified the Agreement on July 9th, 2021. The Board will be provided a summary of changes for review and discussion. Barring any objections from the Board, the ONA contract will be approved.

2021-2025 redline collective bargaining agreement included in packet.

Options *

1. Approve the 2021-2025 contract with ONA.
2. Do not approve the 2021-2025 contract with ONA and send the management team back to the bargaining table.

Fiscal Impact *

- (•) Yes
- ( ) No

Fiscal Impact Description *

wages, benefits

2040 Thriving Communities Initiative

Mandated Service? * ○ Yes ◉ No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website HERE.

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values *

Select all that apply.

- ☐ Vibrant, Livable Communities
- ☐ Supportive People Resources
- ☐ High Quality Environment and Access
- ☐ Diverse Economy that Fits
- ☐ Community Resilience
- ☐ Equity for Everyone
- ☐ Health in All Actions
- ☑ N/A

Explain Core Values Selections * labor contract

Focus Areas and Vision *

Select all that apply.

- ☐ Community Safety
- ☐ Emergency Preparedness
- ☐ Outdoor Recreation
- ☐ Prosperous Economy
- ☐ Environment and Natural Resources
- ☐ Mobility and Transportation
- ☐ Housing and Growth
- ☐ Arts, Entertainment, Culture, and History
- ☐ Food and Agriculture
- ☐ Lifelong Learning and Education
- ☑ N/A

Explain Focus Areas and Vision Selection * labor contract

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations *

The management bargaining team and Joe Kerby, County Administrator, recommend the Board's approval of the Tentative Agreements for the Collective Bargaining Agreement between Benton County and the Benton County Nurses Association for July 1, 2021 -- June 30, 2025.

Meeting Motions *

I move to ...

I move to approve the 2021 – 2025 collective bargaining agreement negotiated between the Oregon Nurses Association and Benton County.

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

2021-2025 ONA Summary of Changes.docx	17.61KB
ONA-BEC Contract TA Redline July 13 2021 FINAL.docx	435.97KB

Comments (optional) Attachments and dates to follow.
If you have any questions, please call ext.6800

Department Approver TRACY MARTINEAU

Department Approval

Comments

Signature

BOC Initial Approval

Approvals Required	☑ Counsel ☑ Finance ☐ HR
Counsel Approver	VANCE CRONEY
Finance Approver	MARY OTLEY
County Administrator Approver	JOE KERBY
Comments	

Counsel Approval

Comments

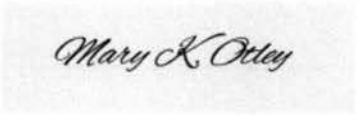
Signature

Vance M. Cheney

Finance Approval

Comments

Signature



County Administrator Approval

Comments

Signature

BOC Final Approval

Comments

Signature

TA Redline (subject to review by all parties), June 22, 2021

PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

BENTON COUNTY

~~July 1, 2017 – June 30, 2021~~

July 1, 2021 – June 30, 2025

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MEMORANDUM OF UNDERSTANDING *Error! Bookmark not defined.~~Error! Bookmark not defined.~~**~~Error! Bookmark not defined.~~***
LETTER OF UNDERSTANDING *Error! Bookmark not defined.~~Error! Bookmark not defined.~~**~~Error! Bookmark not defined.~~***
MEMORANDUM OF AGREEMENT *Error! Bookmark not defined.~~Error! Bookmark not defined.~~**~~Error! Bookmark not defined.~~***

PREAMBLE

This agreement, entered into by Benton County, Oregon, hereinafter referred to as the County, and the Oregon Nurses Association hereinafter referred to as the Association, has as its purpose the definition of the entire relationship between the parties in order to promote harmonious relations between the County and the Association.

This document represents the complete and entire agreement between the County and the Association and has as its purpose the setting forth of those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment which are expressly covered in this agreement and which as consistent with the primary objective of providing efficient and economical services to the citizens of Benton County.

The Parties agree not to discriminate on the basis of race, religion, sex, color, age, disability, sexual orientation, political affiliations, or national origin in the enforcement and execution of this agreement.

ARTICLE 1 RECOGNITION

Section 1.1 Association Recognized. The County recognizes the Association as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment, for all regular, limited duration, and seasonal nurses of Benton County excluding supervisory and confidential employees as defined in ORS 243.650, and student interns as defined in Section 1.3, and mental health nurses who are members of the American Federation of State, County and Municipal Employees. All references to nurses in the agreement designate both sexes and whenever either gender is used it shall be construed to include both male and female nurses.

Section 1.2 Definitions. A regular nurse is defined as a member of the bargaining unit who occupies a position with an established FTE of .50 or greater.

Section 1.3 Employment Categories. For the purposes of this agreement, the Employment Categories shall be as follows:

A. **Regular full-time** employee occupies a position with an established FTE of 1.0 and has completed the probationary period.

B. **Regular part-time** employee occupies a position with an established FTE of less than 1.0 to .5 FTE and has completed the probationary period.

C. **Seasonal** employee occupies a regular status position, which occurs, terminates and reoccurs periodically and regularly regardless of the duration. Full time seasonal employees will complete probationary service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1040 hours). Regular part time seasonal employees will have their probationary period pro-rated on an hourly basis in accordance to their position's established FTE. Seasonal employees have all rights and benefits accrued by regular employees during their employment season. (Examples: 9-month Park's employees, 9- or 10-month school based nurses.)

D. **Intermittent (On-Call)** employee is available on an irregularly fluctuating basis because of the nature of the work. A person appointed to an intermittent position shall be informed in writing at the time of appointment that the position has been designed as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload of the position so justifies without any penalty pay provision for short notice. Lack of work for an employee appointed to an intermittent position shall not be considered a layoff. Intermittent (On-Call) employees are not eligible for holiday, vacation, sick leave, or personal leave accrual. Intermittent (On-Call) employees are not members of the collective bargaining units, and do not have bumping or recall rights under Article 16 of this agreement. (Example: Elections Workers, On-Call County Mail, and On-Call Custodial Staff). Employees in this category will work less than 1040 hours in a fiscal year.

E. **Limited Duration** employee is hired to perform special studies or projects of uncertain or limited duration, or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period no less than six (6) months but not exceeding two (2) years and can expire upon the earlier termination of the special study or projects. Limited Duration employees have all the rights of regular status employees except that they are not entitled to layoff rights. Employees who are in Limited Duration positions and are not also regular status nurses have all the rights of regular status employees except bumping and recall rights under Article 16 of this agreement.

A person hired from a regular position into a limited duration position, shall retain all of their rights as a regular employee and continue accrual of seniority. At the conclusion of the limited duration appointment, if their former position is not available, then they shall be entitled to lay off rights.

Should a limited duration appointment be converted to a regular position, the incumbent shall be credited seniority for the full time served in the position.

Limited Duration positions may be subject to bumping in times of layoff.

F. **Temporary** employees shall be used for the purpose of meeting short-term; emergency workload needs. A temporary appointment or position shall not exceed the equivalent of six (6) calendar months or 1040 hours in a fiscal year. When a temporary or limited part time nurse works over 1040 hours in a fiscal year, it automatically starts a review. Each review will include HR, ONA and the manager to discuss the current status and future forecast of hours. Temporary employees are not members of the collective bargaining units, are not eligible for accrual of holiday, vacation, sick, or personal leave, and do not have bumping or recall rights under Article 16 of this agreement. Temporary employees can, however, apply for regular status positions open to internal candidates only; and if appointed to a regular position in the same department in which the temporary position was situated, may receive credit toward their probationary period

according to Article 15, Probationary Period.

G. **Student Interns** can work for school credit and/or a nominal salary in order to combine classroom theory with practical experience in the workplace. Benton County is a partner with Benton County schools and institutions of higher education in support of the State of Oregon's School Intern and School-to-Work program.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Zipper Clause. Nothing herein shall preclude the County and the Association from meeting as provided for in the Labor Management Advisory Committee (LMAC) as defined in Article 23 during the term of this agreement.

~~The County shall have the right to unilaterally modify any employment condition(s) not covered by the terms of this agreement, and to do so without bargaining either the decision to do so or its impact on the bargaining unit.~~

Section 2.2 Notice Period Defined. In all cases herein where a notice period is referred to in terms of working days, that period shall be construed as County business days, Monday through Friday, 8:00 AM to 5:00 PM excluding County recognized holidays. It shall not refer to an individual nurse's working days. If any provision of this agreement requires a notice and at the same time fails to specify the length of such notice, it shall in all cases be ten (10) working days.

ARTICLE 3 MANAGEMENT RIGHTS

Except as otherwise expressly limited by the terms of this agreement, the County retains all of the customary, usual, and exclusive rights, decision-making prerogatives, functions and authorities connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

A. To determine the services to be rendered to the citizens of the County.

B. To determine the County's financial, budgetary and accounting procedures.

C. To direct and supervise all operations, functions and policies of the departments in which the nurses in the bargaining unit are employed.

D. To close or liquidate any office, branch, operation, facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities.

E. To manage and direct the work force, including but not limited to, the right to determine the methods, process and manner of performing work; the right to hire, promote and retain nurses; the right to determine schedules of work; the right to purchase, dispose of and/or assign equipment or supplies.

F. To contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency.

G. To determine the need for a reduction or an increase in the work force.

H. To establish, revise, and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials, and equipment.

I. To implement new, and/or to revise or discard, in whole or in part, old methods, procedures, materials, equipment, facilities or standards.

J. To assign shifts, workdays, hours of work, and work locations.

K. To designate and to assign all work duties.

L. To determine the need for and the qualifications of new nurses, transfer of nurses, and promotions.

M. To discipline, suspend, demote, or discharge a nurse so long as such action follows the tenets of just cause as defined in Article 20.1; and probationary nurses at the pleasure of the appointing authority, pursuant to Article 15.1.

N. To determine the need for additional educational courses, training programs, on-the-job training, and/or cross training, and to assign nurses to such duties for periods of time designated or determined by the County.

ARTICLE 4 ASSOCIATION RIGHTS

~~**Section 4.1 Notice.** The County will notify and explain to all newly hired employees their obligations under this Article. Upon hire, the County will provide the employee with a statement to sign which acknowledges that the employee has been told of and understands their obligations under this Article.~~

Section 4.2 Dues Deduction ~~& Authorization ("Check off").~~

A. While this agreement is in effect, the County agrees to deduct the monthly membership dues from the pay of those nurses who individually request, in writing, such deductions, and to remit the aggregate thereof, to the Association, not later than the tenth (10th) day of the next succeeding month, together with an itemized statement thereof. The Association will provide to the County a list identifying the member additions, deletions, or rate changes for the County to deduct from the nurse's wages to pay dues, fees, and any other assessments or authorized deductions to the Association.

~~**B.** Individual authorization for dues deductions shall be deemed a contract to the contrary pursuant to Oregon Revised Statute 292.055(3).~~

~~**C.** The County will furnish a check-off form, which includes the nurse status and authorization to deduct dues.~~

~~**D.** Each nurse must complete the check-off form and return it to the finance department within the first thirty (30) days of employment.~~

Section 4.3 Fair Share and Religious Objection. ~~Each nurse who, thirty (30) days after the date of hire, is a member of the bargaining unit which the Association serves as a certified agent but who is not a member and chooses to remain not a member of the Association, and inasmuch as it is required that the Association represent every nurse within the bargaining unit, making each nurse thus a recipient of the Association's services, it is mutually agreed and recognized by the parties that each nurse shall proportionally and fairly share in the cost of the collective bargaining process. Therefore, the cost per nurse is fixed proportionally at the amount of dues uniformly required of each member of the Association, which amount shall be deducted monthly from each Association member and each non-Association member's compensation and remitted monthly in the aggregate to the Association.~~

~~Such uniform amounts as the Association treasurer certifies to the County as the monthly dues approved by the members of the Association shall remain as the reasonable amount to be deducted hereunder.~~

~~A like amount in lieu of dues will be automatically deducted from all nurses in the bargaining unit who have not signed an authorization form requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and by-laws of the Association and by the majority vote of the membership. Nurses terminating with less than (10) working days in any pay period will not be subject to dues or a like amount in lieu of dues deducted.~~

~~Any individual nurse's objection based on bona fide religious tenets or teachings of a church or religious body of which such nurse is a member will require the nurse to inform the County and the Association of their objection. In lieu of regular dues, the nurse shall make contributions to a tax-exempt non-religious charitable organization of their choice.~~

~~The Association agrees that all money collected and/or distributed herein will comply with ORS 260.432(1).~~

The Association shall indemnify, defend and save the County and/or any of its management employees for any costs incurred through any court or other legal proceeding instituted by any nurse in the bargaining unit as a result of the application of this section.

Section 4.4 Changed Status. A bargaining unit employee shall notify the Association in writing of a desire to change their membership status. They are required to mail such requests to the Association to the attention of the membership coordinator at:

ATTN: Membership Coordinator
Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, Oregon 97062

~~The Association will promptly mail a copy of the notification for membership status to the Employer.~~ Upon receipt, the County ~~Employer~~ will begin deducting the amount that reflects the bargaining unit employee's changed membership status.

Section 4.3 Nurse Listing. Within ten (10) calendar days from the date of hire for newly hired nurse, the County will provide the following information in the nurse's records:

- The nurse's name and date of hire;
- Contact information, including cellular, home and work telephone numbers, any means of electronic communication (work and personal email addresses);
- Home address;
- Job Title, Department, Location, and Wage.

ARTICLE 5 ASSOCIATION ACTIVITY

Section 5.1 Non-Discrimination. Neither the County nor the Association shall interfere with the right of nurses covered by this agreement to become or not become members of the Association. The provisions of this agreement shall be applied to all members of the bargaining unit equitably to the extent that specific working of the agreement allows.

Section 5.2 Association Responsibility. The Association recognizes its responsibility as bargaining agent and agrees to represent all nurses with respect to grievances as herein defined. Such representation shall be afforded any nurse within the bargaining unit whether or not that nurse is a member of the Association. Nothing in this section shall be construed to require the Association to pursue grievances that the Association considers invalid.

Section 5.3 Association Activities. Except as otherwise herein expressly permitted or agreed to by the County, Association business, other than grievances, shall be transacted outside of normal working hours (an exception to this provision may be granted if a request is made by the Association representative to Human Resources). An Association representative may enter County property to conduct Association business provided that they give notice of their presence to the Department Director or appropriate County representative.

The Association agrees to provide written notification to the County within ten (10) working days following election or selection of Association representatives, stewards, or other

Association officers. The chief steward or an alternate steward may conduct Association business directly related to the filing and subsequent processing of a nurse's grievance during working hours without loss of compensation provided that at least a twenty-four (24 hour) notice, is given to the Department Director or their designee.

Duties required by the Association of its stewards, excepting attendance at meetings with the County supervisory personnel and aggrieved nurses concerning grievance matters, shall not interfere with their or other nurses' regular work assignments.

Performance of duties identified above, which are authorized to be performed during regular working hours, shall not result in loss of pay.

Association officers, stewards, and Labor Representatives may use County telephones for the purpose of notifying membership of meetings and may use County meeting space. County-mailboxes may also be used to communicate Association business. County owned copy machines, telephones, computers, electronic mail, and facsimile machines may be used for grievance matters. The above-mentioned equipment may also be used for communications between the Association Officers and the ONA Labor Representatives during negotiations.

Section 5.4 Orientation. The County will establish and notify the Association president of the regular time schedule for new employee orientations (NEO). An Association representative will be allowed thirty (30) minutes without loss of pay to present information to their bargaining unit members at the regularly scheduled Human Resources NEO meeting. The Association will provide Human Resources with a current listing of members authorized by the Association to present the Association's new member orientation. Before each meeting, the County shall provide the name(s) of nurse orientee(s) scheduled to be in attendance.

The Association shall be allowed to furnish informational packets, which shall be filed in the Human Resources Department. These packets will then be given to each new prospective bargaining unit member by the Human Resources Department at the time that benefit forms are being explained and completed.

When a new nurse is unable to attend the initial NEO, the newly hired nurse shall attend the next NEO or the Association will hold an individual member orientation for up to 30 minutes on paid time.

ARTICLE 6 STRIKES AND LOCKOUTS

Section 6.1 No Strike. During the term of this agreement, the Association and its members, as individuals and as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slow down, picketing, or any other restriction of County work. Disciplinary action, including discharge, may be taken against any nurse or nurses engaging in any act in violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. No nurse shall be required to perform work normally performed by a striking member of another bargaining unit unless there is an emergency where the County deems a threat to public health and safety exists.

In the event of a strike, work stoppage, slow down, or observance of a picket line in violation of applicable state law, the Association will immediately, upon notification by certified letter, email or telephone call to the Director of the Oregon Nurses Association, or the local president, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this agreement. Should any change in the state law occur during the term of this agreement allowing public employees to legally honor picket lines, the parties agree to meet within ten (10) days for the purpose of negotiating a substitute for this provision of this Article.

Section 6.2 No Lockout. During the term of this agreement, the County will not instigate a lockout over a dispute with the Association so long as there is no breach of Section 1.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 7.1 Application of This Article. This Article is intended as a basis for calculating overtime payments and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week. Registered Nurses and Nurse Practitioners may be deemed exempt from the payment of overtime under the Fair Labor Standards Act (FLSA). The County and the Association specifically waive application of ORS 653.268 and 653.269 where there is conflict between the statutes and this agreement.

Section 7.2 Regular Hours. Working hours for each nurse is intended to be regular and consecutive except for meal periods.

Section 7.3 Flex Schedules. A flex schedule may be requested and approved by the County when a special requirement is identified that requires a flexible schedule. Examples might include evening planning commission meetings or immunizations clinics, but schedule changes are not limited to these examples. When a flex schedule is required by the County, the nurse will be provided ten (10) working days' notice unless an emergency situation exists, in which case the schedule change may be immediate. The County shall declare all emergencies in writing, noting the beginning and the end of the emergency. If mutually agreed between the nurse and the Supervisor, the ten (10) working day notice period may be waived in non-emergency situations. A flex schedule is intended to accommodate the operational needs of a department.

A flex schedule for part-time nurses may be approved by the County so long as hours worked do not exceed forty (40) hours per week or exceed the nurse's established FTE. The flex time will be taken within thirty (30) days from the time of the schedule adjustment.

7.3.1 Work Schedules. Excepting emergencies, normal work schedules shall not be

changed unless ten (10) working days' notice is provided to the nurse, however, if mutually agreed by the Supervisor and the nurse, the ten (10) working day notice period may be waived.

Section 7.4 Normal Work Week. Excluding meal periods, the normal work week shall consist of forty (40) hours per week, not to be worked in excess of five (5) consecutive days with at least two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. Department heads shall have the authority to initiate either five (5) day or four (4) day work weeks, consistent with priorities and efficiencies established by the County. The normal workweek shall begin at ~~12:01 AM Monday (one minute after midnight on Sunday) and end on the following Sunday at 12:00 PM midnight~~12:00 A.M. Sunday and end on the following Saturday at 11:59 P.M.

Section 7.5 Overtime Premium for Non-Exempt Nurses. Except when a flex schedule is agreed to pursuant to Section 3 of this Article, a nurse classified as non-exempt under State and Federal wage and hour law shall be paid or granted compensatory time off at one and one-half (1½) times their regular rate for all hours worked in excess of forty (40) hours in any scheduled work week. All hours paid by the County, including but not limited to actual hours worked, paid PTO, paid PTO leave, and paid holiday leave, shall apply. Payments from non-County sources, including but not limited to workers' compensation and long-term disability shall not constitute salary paid by the County. Accrued compensatory hours in excess of forty (40) hours shall be paid in the pay period in which they were earned.

It is the intent of the County that nurses will not be required to work schedules that do not provide at least twelve (12) hours rest between shifts on an on-going or routine basis. The County pledges that the frequency of such occurrences will not exceed past practice, and will be discouraged whenever possible.

Section 7.6 Overtime Distribution for Non-Exempt Nurses. Overtime shall be approved in advance and insofar as reasonable and possible, overtime work shall be distributed equally to nurses within the same job classification in each department.

Section 7.8 Back-up to Triage Service. Nurse Practitioners (NPs) will participate in the weekly rotation providing back-up to the vendor providing after hours triage service.

NPs will be paid $50.00 per week for serving as back-up. The schedule will rotate weekly among designated providers.

The implementation will not be voluntary as everyone will take their turn.

Providers using their personal phones will be reimbursed per County policy.

Section 7.9 Unscheduled Work.

A. Telephone Consultation. Nurses who are classified as non-exempt under State and Federal wage and hour law and take work-related calls outside their regularly scheduled shift that results in a nurse working longer than fifteen (15) minutes shall be paid at one and one-half (1½) times their regular hourly rate of pay for all time worked or equivalent compensatory time at the nurse's discretion.

B. Call Back Time. Nurses called back to work outside their regularly scheduled shift shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater at one and one-half (1½) times their regular rate of pay. Shift extensions do not qualify any nurse for call-back-pay, however shift extensions may qualify the nurse for overtime payments pursuant to Section 5 of this Article.

Section 7.10 Meal and Rest Periods: FLSA Non-exempt Nurses. All work schedules shall provide each nurse a fifteen (15) minute rest period during each one-half (½) of an eight (8) hour or ten (10) hour shift. Rest periods shall be scheduled at the middle of each shift whenever possible. Nurses who are authorized by their supervisors to work beyond their regular quitting time shall receive an additional fifteen (15) minute rest period before they begin the next succeeding shift. In addition, nurses shall be granted regular rest periods during each additional shift as noted herein.

Rest periods that are not utilized during any shift shall not be considered for the purpose of determining overtime payments. Rest periods shall be scheduled in a manner, which will not interrupt the efficient operation of the department.

Nurses shall receive a lunch period of at least one-half (½) hour, and no more than one (1) hour during each work shift. Whenever possible, lunch periods shall be scheduled at the middle of the shift. Length of meal periods shall be determined by and in accordance with existing routines in each department.

Rest and mealtime not utilized as provided in this Article may not accumulate for later use.

Section 7.11 Nurse Practitioners: Voluntary Extra Shifts. Full-time Nurse Practitioners who volunteer to work a shift on a regularly scheduled day off in addition to their regular schedule shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for work performed on such days.

ARTICLE 8 HOLIDAYS

Section 8.1. Holidays. The following are recognized holidays:

1.	New Year's Day	January 1st
2.	Martin Luther King's Birthday	on the 3rd Monday in January
3.	President's Day	on the 3rd Monday in February
4.	Memorial Day	on the last Monday in May
5.	Independence Day	July 4th
6.	Labor Day	on the 1st Monday in September
7.	Veteran's Day	November 11th
8.	Thanksgiving Day	on the 4th Thursday in November
9.	Christmas Day	December 25th

Two (2) floating holidays to be selected within the fiscal year by each nurse with supervisor

approval, except that no nurse may utilize floating holidays during their probationary period.

In addition, the above-approved holidays and any day declared or approved by the Board of Commissioners.
By mutual consent between the parties, newly declared holidays may be substituted for already approved holidays.

As applied to this Article, the fiscal year will end on June 30th.

Section 8.2 Holiday Date Modification. The above noted holidays may be modified by mutual consent if they are inconsistent with state and/or federal actions subsequent to this agreement.

Section 8.3. Holiday Pay. All nurses shall receive one (1) day's pay for each of the holidays listed in Section 1, provided that the nurse is on paid status on the last scheduled day before and the first scheduled day after the holiday. Holiday pay shall be prorated for part-time nurses based on their position's established FTE.

Any day spent on County paid leave, including but not limited to sick leave and vacation leave, shall be considered as paid status pursuant to this Section. However, nurses being paid by worker's compensation or receiving long term disability payments shall not be considered as being in paid status by the County for purposes of this Section.

Section 8.4 Observed Holidays. Pursuant to this Section, designated holiday dates shall be published by the Human Resources Department, which will send notice thereof to the Association and to the Department Director during the month of December. Part-time nurses shall flex their schedules to claim holiday pay on all designated holidays; however, this flex schedule shall not increase the number of regularly scheduled work hours.

Section 8.5 Holiday During Leave. A nurse shall receive holiday pay if the holiday falls during any authorized period of County leave with pay. Should a nurse be on authorized sick or PTO leave with pay when a holiday occurs, the nurse shall receive holiday pay, and such holiday shall not be charged against their sick or PTO accruals. Payments received from non-County sources, including but not limited to worker's comp and long-term disability, shall disqualify the nurse from receiving holiday pay pursuant to Section 3 of this Article.

Section 8.6 Holiday Work. Any member of the bargaining unit who is required to work on any of the holidays listed in Section 1 of this Article shall be paid or granted paid compensatory time-off, at the County's discretion as follows. In addition to their regular salary, time and one-half (1½) for all hours worked for the first eight (8) or ten (10) hours of holiday work, in addition to their regular salary, double time for all hours worked. The intent of this language is to pay a total compensation for holiday work of two and one-half times (2½) the regular rate of pay for the first eight (8) or ten (10) hours of holiday work, and a total of three (3) times the regular rate of pay for all overtime work.

Compensatory time earned may be used on a date mutually agreed to by the nurse and their supervisor. This Section shall apply when the nurse is required to work on the day designated and observed as the holiday pursuant to Section 4 of this Article.

ARTICLE 9 WEATHER AND DISASTER EMERGENCIES

Section 9.1 Leave Due to Adverse Weather Conditions. In the event of adverse weather conditions that may jeopardize a nurse's ability to travel to or from work, the nurse may request paid leave. The nurse may use any of their leave accruals, including PTO, to cover this leave. If the nurse has no leave accruals, this leave shall be without pay. (This provision does not apply to emergency personnel.)

Section 9.2 Leave Due to Disaster. In the event of a disaster which destroys or renders a County occupied building unsafe, the employee(s) who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use

authorized leave accruals, including PTO, until they are exhausted, or until the employee is called back to work. The employee shall not be required to utilize all leave accruals before being placed on leave without pay.

If the employee has no leave accruals, all time off, excluding the day of the incident, shall be without pay.

ARTICLE 10 PAID TIME OFF (PTO) AND PERSONAL LEAVE

- Paid Time Off shall integrate PTO time and sick time
- PTO shall be owned by the employees, there will not be separate banks, one owned by employees (PTO), one owned by employer (sick time).
- Cash out is 1 to 1 upon departure from County
- Existing sick leave banks will be set aside for long term leave or catastrophic illness. Existing leave can be used after 3 consecutive days of absence.
- The County shall contribute forty dollars ($40) per month towards the premium for AFLAC ~~is exploring~~ Short Term Disability Insurance for each nurse who enrolls in coverage~~employee income protection to bridge between PTO and long-term disability~~.
- 2 times annual accrual can be carried over.

The above will apply to part-time employees on an equivalent basis pro-rated to the position's FTE.

Section 10.1 PTO accrual

Length of Service	PTO accrual hours per month
0-6 months	5 to be used for illness or injury only
6 months-3 years	14
4-8 years	16
9-13 years	18
14-18 years	20
19-23 years	22
24+ years	24

Part-time regular nurses shall be granted PTO on a prorated basis, according to their position's established FTE. As applied to this Article, the fiscal year will end on June 30th.

Section 10.2 Scheduling. Whenever practical, and consistent with the needs of the County and the availability of PTO relief, nurses shall have the right to select split or full PTO leaves. The nurse must request PTO leave in writing to their supervisor, allowing at least as much notice to the supervisor as leave being requested, but in no event less than one (1) full day. The PTO will be considered granted unless the County makes a written denial within the aforenoted notice period. With mutual consent of the supervisor and the nurse, the notice period may be waived.

Selection of PTO leave shall be on the basis of seniority; however, each nurse will be permitted to exercise their right of seniority only once in each fiscal year. Such exercise of seniority shall be limited to one (1) PTO period in each fiscal year.

Section 10.3 PTO Accrual. PTO leave equivalent to the annual PTO accrued by the nurse in the preceding fiscal year may be carried over for one (1) year. (i.e., the maximum PTO hours accumulated may not exceed twice the nurse's annual accrual).

Every nurse shall be granted reasonable opportunity to utilize their accrued PTO leave.

Unreasonable denial by the County of a nurse's request to use accrued PTO leave will not result in forfeiture of such leave.

Nurses who have reached their maximum accrual rate and are in jeopardy of losing additional PTO accruals can request a three-month extension of the maximum rate in order to take the leave rather than lose it. Extensions to the PTO maximum accrual may be approved by the Human Resources Director when requested in writing by the Nurse's department director. Exceptions may be approved a maximum of once each fiscal year.

The County will provide a current and accurate monthly accounting of accrued PTO leave on each nurse's payroll check stub.

Section 10.4 Termination or Death. Upon voluntary or involuntary termination of a nurse, all accrued PTO leave shall be paid to the nurse. On the death of a nurse, all accrued PTO leave shall be paid to their estate.

Section 10.5 Continued PTO Credit. In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn PTO credit for a maximum period of six (6) months (1040 hours). A part-time regular employee's ability to earn PTO credit shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers' compensation and approved FMLA leaves.

10.6 Personal Leave.

FLSA-exempt Nurses may regularly require work in excess of 40 hours a week and are eligible to receive Personal Leave in lieu of overtime. The guidelines for personal leave are as follows:

1. Exempt Nurses will be granted sixty-four (64) hours per fiscal year of Personal Leave. New Nurses will receive Personal Leave hours in full hour increments for the remainder of the fiscal year on a pro-rated basis based on their adjusted service date (1st or 17th of the month of hire).

2. Unused Personal Leave shall not be carried over to the next fiscal year.

3. Personal leave may be used in hourly increments.

4. Personal leave balances are not paid out at termination.

5. Nurses who work less than full time shall not be eligible for personal leave.

6. As applied to this section, the fiscal year runs July 1 - June 30.

ARTICLE 11 SICK LEAVE

See Article 10. Paid Time Off (PTO)

Section 11.1 On-The-Job Accident. Any nurse who sustains an accident while on the job for the County, which results in a compensable worker's compensation claim, shall be covered under the County's workers' compensation program.

A decision on acceptability/compensability of a claim is normally made within the first fourteen (14) days of an injury or illness and if not, the insurance carrier is required to pay time-loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a workers' compensation claim to use any leave accrual ~~sick, vacation or compensatory accruals~~ during the first fourteen (14) calendar days of an alleged workers' compensation injury or illness. Once the worker's compensation carrier either accepts the claim or commences payment of time-loss to the nurse, the County will cease salary payments chargeable to the above-mentioned leaves until the nurse returns to work. The nurse will rely on time-loss payments from the workers' compensation carrier for their compensation.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue full insurance coverage for Association nurses enrolled prior to the workers' compensation

injury or illness. This continuation provision shall not extend for a period greater than that, which is specified in the County's Personnel Policies, or six (6) months, whichever is greater.

For injuries or illness which extend for partial calendar months, the County will make up for any premium co-payment which is not covered by the nurse's normal payroll. For injuries, which extend beyond a calendar month, the County will pay the full premium, including any co-payment, which the nurse was required to pay.

Section 11.2 Continued PTO Credit. In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn PTO for a maximum period of six (6) months (1040 hours). A part-time regular employee's ability to earn PTO shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers' compensation and approved FMLA leaves.

Section 11.3 Scope. Nurses may use any ~~sick~~ leave accrual for the treatment of a recognized mental health condition, illness or injury, during which the nurse is unable to adequately perform their normal work duties or, whenever as a result of the foregoing it is necessary to seek medical, psychological or dental assistance, or if it is necessary for the nurse to be quarantined. The County, at its discretion, may require the nurse to leave the workplace if it is reasonably believed that the nurse's illness presents a risk to the health or safety of other employees. If the County requires the nurse to leave work, any ~~sick~~ leave accruals may be utilized if available. Any leave accrual ~~Sick leave~~ may also be used in the case of an illness in the nurse's immediate family, as defined in Section 1 of this Article, provided that the nurse states that it is medically necessary for them to care for the immediate family member. Additionally, any leave accrual ~~sick leave~~ may be used for normal medical or dental check-ups without relation to illness or injury. As used in this Section, the term medical includes all services provided as part of the healing arts by Medical Practitioners who are legally licensed to practice. Nurses using ~~sick~~ any leave accrual for any reason must give reasonable notice to the Department Director.

Section 11.4 Retirement, Disability or Death. Those nurses hired before August 1, 1999 who at the time of retirement, are fully qualified to receive Oregon Public Employees Retirement System (PERS) benefits shall have the option to receive payment of up to three-fourths (3/4) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of any applicable statues.

Nurses hired on or after August 1, 1999 shall have the option to receive payment of up to one-half (½) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of any applicable statues.

In case of an employee's death or permanent disability, the nurse or their designated beneficiary shall receive full payment for all accrued sick leave.

Nurses hired on or after October 1, 2002 shall not have the option of receiving payment of accumulated sick leave upon retirement.

Section 11.5 Unused Sick Leave Conversion. At the completion of each fiscal year, each nurse, regardless of years' service, may convert unused sick leave into vacation leave at the rate of two (2) hours of sick leave for one (1) hour of vacation. Beginning with the 1999-00 fiscal year, each nurse with ten (10) years' service and beyond may convert unused sick leave into vacation leave at the rate of one and one-half (1½) hours of sick leave for one (1) hour of vacation. This shall be done as follows:

1. Each full-time nurse must maintain a minimum sick leave bank of eighty (80) hours to be reserved for sick leave. Part-time nurses shall maintain a minimum sick leave bank on a pro-rated basis according to their established FTE.

2. Only sick leave accrued in the immediate prior fiscal year, less sick leave used in the immediate prior fiscal year, may be converted. As applied to this Article, the fiscal year will end on June 30th.

3. All conversions must be accomplished during the period of July 1st through July 31st of each fiscal year, or at the time of voluntary termination.

4. Sick leave conversion options shall not apply to any nurse who is terminated or discharged for cause.

Section 11.5 in its entirety is not available to nurses hired on or after October 1, 2002.

Section 11.6 ~~Sick~~ Leave Donations. This section provides a method for nurses to transfer or donate some of their accrued PTO or sick leave to a fellow employee who is out of sick leave and is temporarily off work due to a catastrophic or chronic illness, hospitalization, operation or accident. Leave may also be donated for an employee off work and out of sick leave in order to care for an immediate family member, defined as spouse, domestic partner, parent, child or other person living in the household, who meets the medical conditions defined above.

In order for a nurse (donor) to transfer PTO or sick leave to another employee (donee), the following conditions must be met:

1. The donated PTO or sick leave may only be used for a catastrophic or chronic illness, hospitalization, operation(s) or accident.

2. The donee must have exhausted all sick, compensatory and all but forty (40) hours of PTO or sick leave prior to requesting donations.

3. Once the donee becomes eligible for Long Term Disability, requests for PTO or sick leave donations will not be granted.

4. Donor must maintain a minimum bank of eighty (80) hours PTO or sick leave (prorated by FTE) that is not eligible for transfer.

5. PTO or sick leave hours cannot be transferred upon donor's termination of employment.

6. Donee requests for PTO or sick leave donations must be approved by the Human Resources Director~~Manager~~. Only donee or Department Head is eligible to request PTO or sick leave donations. Requests must be accompanied by acceptable medical documentation. Upon approval, donation requests will be made by the HR Director ~~Manager~~ to County employees. If requested, all information regarding specific details of the medical emergency and/or the donee's name will be kept confidential.

7. Donated PTO or sick leave will be used on a first-in, first-used basis. Any donated PTO or sick leave that is not utilized by donee to meet their leave needs related to the specific donated leave request, will be returned to the donor.

8. The County will continue to pay the employer's share of the medical and dental premiums while the nurse is receiving long-term disability and is employed by the County.

9. Upon presentation of proper medical authorization of ability to return to work, any nurse who is terminated from employment while on long-term disability will be given recall rights for eighteen (18) months following termination.

ARTICLE 12 OTHER LEAVES OF ABSENCE

Section 12.1 Leave Procedures. Nurses may request leaves of absence. Each request shall be judged by the Department Director on its individual merit and on the basis of the guidelines provided herein.

No leave of absence, with or without pay, shall be granted unless a request is submitted in writing by the nurse to the Department Director. With the exception of emergencies relating to Family Medical Leave, approval of leaves of absence shall be obtained prior to beginning the leave. All paid leaves shall be considered time worked. Leaves of absence without pay shall not be considered time worked, and the nurse shall not accrue benefits, seniority, or other conditions noted herein during leaves without pay.

Section 12.2 Leave Without Pay. The Department Director shall, for any reasonable purpose, grant a leave of absence without pay. Prior to beginning a leave without pay, the nurse must first exhaust all PTO and compensatory accruals. Leave without pay shall be submitted in writing to the Department Director, and at their discretion, may be approved. Denial of a leave of absence without pay request shall not be arbitrary or capricious. Requests for a leave of absence without pay, including for humanitarian purposes will be granted subject to business operation's needs. These will be reviewed on a case by case basis.

Section 12.3 Family and Medical Leave. A nurse may request up to twelve (12) weeks of leave during any twelve (12)-month period for the purpose of caring for a child following birth, adoption, or foster care; for a spouse or domestic partner, son, daughter, parent, or parent-in-law who has a serious chronic, temporary or permanent health condition, physical or mental disability; or for a serious chronic or temporary condition that renders the nurse unable to perform their job. The nurse may choose to utilize this leave on an incremental (hourly) or full-time basis and may further choose to coordinate this leave with an accepted workers' compensation claim.

Requests for this leave shall be made in writing to the Department Head and forwarded to Human Resources. The Human Resources ~~Manager~~ Leaves Administrator may ask for doctor's verification of illness.

To be eligible for family and medical leave, a nurse must have completed their initial probationary period.

The nurse must utilize accrued leave balances, including PTO leave, sick leave, and compensatory leave before utilizing unpaid leave. A nurse has the option to retain up to forty (40) hours of PTO or compensatory leave while utilizing Family Medical Leave. For the duration of this leave, the nurse's health, dental, life, and disability insurance coverage shall continue provided that the nurse continues to pay their portion of premiums that existed prior to the commencement of this leave.

Any eligible nurse who takes family or medical leave must be returned to the same position held prior to the leave, if available, or if not, an equivalent position for which the nurse is qualified.

A nurse who has exhausted family medical leave limits may refer to Section 2, Leave Without Pay.

Section 12.4 Compassionate Leave. Nurses shall be granted not more than three (3) days leave of absence with pay in the event of death in their immediate family to make household adjustments and to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the nurse's home, an additional two (2) days paid leave shall be granted. Compassionate leave shall not be charged to any other leave accruals. A nurse's immediate family shall be defined as spouse or domestic partner, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepmother, stepfather, son-in-law, daughter-in-law, or other

member of the household. In relationships other than those set forth above, and under exceptional circumstances, the Department Director may approve compassionate leave. In the event of more than one compassionate incident occurring in the same fiscal year, and upon request by the nurse, the Department Director may grant additional paid compassionate leave.

In some situations, employees may be eligible for additional Bereavement Leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying County-paid Bereavement Leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

Section 12.5 Witness or Jury Duty. When a nurse is called for jury duty, or is subpoenaed as a witness due to one's employment with the county, they shall continue to receive their regular salary and shall transfer all compensation received for the performance of such duty to the County. Jury and subpoena fees are to be submitted to the Finance Department. Overnight or weekend expenses compensated because of jury duty or as a subpoenaed witness, as well as statutory mileage fees provided for the use of the nurse's private vehicle, shall be retained by the nurse. Failure to comply with this Section shall be cause for disciplinary action.

Section 12.6 Military. A nurse who is a member of the National Guard or a reserve component of the armed forces for the United States shall be entitled to a leave of absence with pay and without impairment of other rights or benefits for a period not to exceed fifteen (15) calendar days per year. Leaves in excess of fifteen (15) calendar days per year shall be considered leave without pay. Military leaves of absence and reinstatement of employment shall conform to applicable state and federal statutes.

Section 12.7 Seniority During Leave. With the exception of military leave as referenced in 12.6, any nurse granted a leave of absence pursuant to this Article shall maintain their existing seniority, however, nurses will not accrue seniority during any leave without pay.

Section 12.8 Education Leave. After completing two (2) years of continuous service, a nurse upon written request, may be granted a leave of absence without pay by the Department Director, with approval by Human Resources, for the purpose of upgrading professional abilities through enrollment in educational courses at an accredited school or by participating in informal educational opportunities. The period of such leave of absence shall not exceed one (1) year. Requests for extensions beyond the initial time period may be considered but are not guaranteed. One (1) year's leave of absence for formal or informal educational purposes will not be provided more than once in any three (3) year period.

Educational opportunities would include, but not be limited to learning and educational experiences designed to improve or upgrade the nurse's skills or professional ability.

The County shall make every reasonable effort to give interested nurses an opportunity to participate in educational opportunities.

The Department Director will consider the following when reviewing requests for educational leave:

1. Completion of two (2) years of continuous service with Benton County;

2. Review of the plan for covering the nurse's responsibilities during the leave. A plan would be developed collaboratively by the nurse and their immediate supervisor. The plan will identify options for coverage;

3. Relevancy of the educational opportunity to the nurse's career goals and to the mission of the Department;

4. If applicable, County's ability to meet contract obligations by securing qualified replacement staff.

In order to be granted leave for an educational opportunity, the nurse must submit their request in writing to the Department Director and to Human Resources at least sixty (60) days prior to

the anticipated date of departure. The request should include the following information as well as any other information the nurse feels is pertinent:

1. The educational opportunity including anticipated date of departure and estimated duration of leave; and

2. The objectives and purpose of the opportunity; and its relevancy to the nurse's career goals and to the mission of the Department; and

3. The benefits to the nurse and the Department to be derived from the opportunity.

Section 12.9 Conditions of Educational Leave. The County shall require that each nurse attending a pre-approved educational program for ten (10) or more consecutive working days at County expense, sign a contract guaranteeing their continued employment with the County for one (1) year following their attendance, or the nurse will reimburse the County for expenses, including salary, in relation to said leave on a prorated basis if voluntary termination occurs within that one year period. Should the nurse be involuntarily terminated within that one (1) -year period, the nurse will not be responsible for reimbursing the County for any expenses.

Section 12.10 Post Leave Return to Work. Any nurse who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County, unless the nurse, prior to the expiration of said leave of absence, has made application for and has been granted an extension to said leave, or has furnished evidence of inability to return to work by reason of illness or injury. Any nurse returning from a leave of absence shall be entitled to reinstatement to their former position with no loss of seniority or other benefits except that such benefits shall not accrue during the leave of absence.

ARTICLE 13 WAGES AND SALARIES

Section 13.1 The Total Compensation Package. This contract represents a Total Compensation Package including adjustments in PERS, Short and Long Term Disability, PTO donation and conversion programs, retiree benefit programs, medical and dental insurance costs and cost of living adjustments (COLA).

Section 13.2 Wages.

- ~~Effective July 1, 2018, adjust salary ranges by annual ECI up to 2%.~~
- ~~Effective July 1, 2019, adjust salary ranges by annual ECI up to 2%.~~
- ~~Effective July 1, 2020, adjust salary ranges by annual ECI up to 2%.~~

- Effective July 1, 2021, Nurses will be placed on the step closest to, but not lower than their current salary rate. (Appendix A)
- Effective July 1, 2022, the salary schedule for positions in the bargaining unit shall be increased by two percent (2%).
- Effective July 1, 2023, the salary schedule for positions in the bargaining unit shall be increased by three and one-half percent (3.5%).
- Effective July 1, 2024, the salary schedule for positions in the bargaining unit shall be increased by three and one-half percent (3.5%).

~~**Section 13.3 School Nurses.** A school nurse may elect to annualize their pay and benefits and will be paid on the basis of twenty-four (24) equal payments. An election may be made not more than once each year by written notice to the County by March 1. Once an election is made it will be in effect and remain year-to-year thereafter. An election change for the succeeding school year must be made no later than March 1.~~

Section 13.3 Step Increases. Upon completion of the probationary period, Nurses shall receive a step increase from their initial hire step to the next step in their position's

salary range. Six months thereafter, the Nurse will become eligible for an additional step in their position's salary range.

This step increase will be granted, and subsequent step increases will be granted annually until the Nurse reaches the top step of their position's salary range, unless work performance is evaluated as unsatisfactory. For purposes of annual step increases, the anniversary date of employment for each employee shall be adjusted to the first day of the month in which they were hired or promoted.

Section 13.4 Work Performance. ~~End of Probation Increases.~~ ~~Employees hired (or promoted) between the minimum – midpoint (market) of range are eligible for a 4% increase upon successful completion of their probation. The nurse will be eligible for performance pay on their next anniversary date and annually thereafter, until the nurse reaches the maximum point of the salary range.~~

If a nurse's work performance is deemed to be unsatisfactory, at least ninety (90) days prior to a nurse's anniversary date the supervisor shall counsel the nurse. The supervisor and nurse will develop a workplan, which will contain objective standards that the nurse must meet over the next ninety (90) days in order to bring their performance to a satisfactory level. The workplan will specify regular meetings between the nurse and supervisor to monitor progress. If the nurse's performance becomes satisfactory within ninety (90) days, they will be granted the step increase. If the nurse's work performance remains unsatisfactory, the County may deny the nurse a step increase.

Section 13.5 Pay Periods. Paydays for all nurses shall be twice a month. One (1) payday shall be on the last day of the month (except for weekends) and the second (2nd) payday shall be on or about the fifteenth (15th) of each month. All payroll deductions shall be spread equitably between the two (2) checks.

~~**Section 13.6 Pay for Performance**. The County and ONA agree to and implement Performance Pay Program effective April 1, 2017, under the same terms and conditions as non-represented employees. Apply retroactively: Any nurse above the midpoint who didn't receive a salary increase may be eligible depending on evaluations score.~~

~~ONA members will develop guidelines and processes aligned with the County GOAL Performance Program standards for obtaining relevant feedback from peers for purposes of evaluation input. It will be the responsibility of members to provide relevant feedback and the responsibility of the supervisor to consider in providing performance feedback and evaluation rating.~~

Section 13.6 Leadwork. Nurses assigned Leadwork will be paid a five percent (5%) wage differential in addition to their regular base wage. Leadwork occurs when management assigns a position all of the following duties:

(1) Prioritize and assign tasks to efficiently complete work;

(2) Give direction to workers concerning work procedures and performance standards;

(3) Review the completeness, accuracy, quality and quantity of work; and

(4) Provide informal feedback of employee performance to the supervisor.

The process to assign Leadwork to a position shall follow the recruiting process in section 17.8 (Filling of Vacancies), except that the opportunity will be posted internally only. The duration of the Leadwork assignment is subject to management's discretion.

13.8 Exceptional Performance Pay

A nurse may be awarded up to two thousand, five hundred dollars ($2,500) for exceptional performance at the written request of the nurse's Department Director with the prior approval of the Human Resources Director. The request will describe in detail the nature of the exceptional job performance on which the pay is based, indicate the amount proposed, and specify the source of the funds. The award may be based on sustained superior performance or an exceptional achievement or contribution during

the preceding twelve-month period. Such awards will not affect the nurse's eligibility for, or timing of, the nurse's annual anniversary step increase. Eligibility for such an increase shall be solely at the discretion of the department director but must be approved by the Human Resources director as being consistent with the overall job evaluation system and compensation plan. Exceptional Performance Pay shall be limited to one award per fiscal year.

ARTICLE 14 HEALTH AND WELFARE

Section 14.1 Medical/Vision/Dental. Subject to the provisions of this Article, the County shall provide and maintain medical insurance, which includes vision insurance coverage and dental insurance coverage. These plans will be substantially equivalent to those in effect for each employee and their family as of the effective date of this contract.

Labor and Management will partner to provide oversight and guidance to the Board of Commissioners and the Bargaining Units regarding health care benefits and related wellness programs. The Benton County Health Benefits and Wellness Committee shall at all times include at least one (1) ONA member, chosen by the Bargaining Unit. The representative will be assigned by the Union Stewards. The representative serving on this committee may attend committee meetings without loss of pay. The representative shall have the opportunity to actively participate in committee discussions and have a vote in any decisions made by the committee. Should the committee cease to exist, an Ad Hoc Advisory Committee will be established to provide oversight and guidance to the Board of Commissioners and the Bargaining Units regarding health care benefit changes. The committee will be responsible to obtain and review claims and usage data and provide input to proposals and contracts relating to health care, wellness, or other related insurance programs.

The County shall continue to provide employees hired before August 1, 2017, with medical insurance coverage by a Preferred Provider Organization ~~Plan known as the Open Access~~

~~Plan~~.

The County shall provide a preferred provider Dental Plan that is substantially equivalent to the plans in effect for each employee and their family as of the effective date of this contract.

The County will pay eighty-five percent (85%) and the employee will pay fifteen percent (15%) of the PPO medical plan and the preferred provider dental plan, which shall establish the amount the County pays toward the lower cost plans. Part-time employee's insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

The County shall also provide a high deductible health plan option with a health savings account (HSA). Employees hired after July 1, 2017, will be offered the CDHDP, only. The County shall contribute $800 for an individual and $1400 for a family to an employee's health savings account based on the eligibility requirements determined by the IRS. The County will pay the monthly premium for full-time employees not to exceed the monthly premium for the PPO Plan. Monthly premiums will be prorated for part-time employees as noted below.

Section 14.2 Life Insurance. The County agrees to provide term life insurance coverage in the amount of $10,000 per nurse, plus an accidental death and dismemberment rider in the amount of $100,000.00. Costs shall be prorated in direct proportion to the nurse's established FTE.

Section 14.3 Long Term Disability Insurance. The County agrees to provide long term disability insurance coverage to members of the bargaining unit, with a maximum monthly benefit of 66.67% of actual salary. Eligibility for benefit payments shall be subject to rules established by the vendor. As an example, such rules normally include a ninety-day (90) elimination period and

coordination of other income sources in determining the maximum monthly benefit. Costs shall be prorated in direct proportion to the nurse's established FTE.

Section 14.4 Dependent Medical Insurance Continuation. Dependent(s) of a regular Benton County nurse who dies during the term of their employment may continue under the County's medical and dental plans for the term authorized under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). If the dependent(s) choose to continue under the County's medical/dental plans pursuant to COBRA regulations, the County will pay the first six months premium costs for the plans. Thereafter, the dependent(s) shall be required to pay the premium as mandated by COBRA.

Section 14.5 Deferred Compensation Plan. The County will make available to bargaining unit members an approved deferred compensation plan(s). Eligibility for membership and regulations governing participation will follow all IRS regulations and all appropriate state and federal statutes.

Section 14.6 Physical Examination. If physical examinations are required for the nurse's continuing employment, the County shall provide that such physical examinations may be obtained without cost to the nurse. A Tuberculin Skin Test and Serological Examination may be arranged on a yearly basis. Immunizations will be provided as needed. In all cases, the Department Director shall select the Physician, Nurse Practitioner, Hospital, or Lab to be utilized.

Section 14.7 Retirement Health and Dental Insurance. The medical and dental insurance retirement benefit shall be available only to employees hired prior to July 2, 2005. ONA nurses employed prior to that date will be grandfathered and eligible for the benefit as described below.

The County shall provide funds for the purchase of medical insurance and access to dental insurance to qualified retirees as follows:

1. Only regular nurses shall be eligible for benefits in accordance with this Section. Regular part-time nurses who work at least .5 FTE (20 hours or more per week) shall be eligible for pro-rated benefits according to their position's established FTE, provided that

the part-time nurse pays the difference.

2. On the day of retirement, the retiree must have completed a minimum of fifteen (15) continuous years of employment with Benton County and be at least fifty-eight (58) years of age.

3. On the day of retirement, the retiree must be fully eligible for and either receiving or have applied for retirement benefits from the Public Employee Retirement System (PERS).

4. Coverage shall be limited to the nurse and spouse.

The coverage period may begin at any time after retirement in accordance with the provisions in 14.7(8) up to Medicare eligibility, or for seven (7) continuous years, whichever comes first.

5. The County's share of insurance premiums shall be fixed according to premium rates, which are current on the day of retirement. In order to qualify for this benefit, the retiree must secure medical insurance from outside the County's existing medical plan (i.e. Portability, PERS, etc.). The County will reimburse retirees for their payment of outside insurance, up to set limits as set forth in Section 14.7(8) upon submission of proof of payment for medical insurance. Premium increases occurring during retirement shall be the responsibility of the retiree.

6. The County's share of the dental insurance premium shall be fixed according to dental premium rates, which are current on the day of retirement. This payment shall be used for coverage under the current County dental plan according to limits set forth in Section 14.7(8). Dental premium increases occurring during retirement shall be the responsibility of the retiree. Failure to pay required dental premiums on time shall result in canceling dental insurance coverage. Reinstatement, if possible, shall follow established Finance Department and vendor

rules.

7. The County shall pay insurance premiums at the completion of the following years of service:

15 through 19 years	25% of premium cost
20 through 24 years	50% of premium cost
25 through 29 years of service	75% of premium cost
30 or more years of service	100% of premium cost

8. The Finance Department shall administer this program and shall establish dates when premiums shall be paid and when reimbursements will be made.

Section 14.8 Retirement Health Savings Plan. Effective July 1, 2010, employees who are not eligible for retirement medical benefits in accordance with Section 14.7 and who were hired after July 2, 2005, shall be eligible to receive Retirement Health Savings Plan (RHSP) benefits. The County shall make monthly deposits in the RHSP for each eligible employee according to the following schedule based on years of completed continuous services (starting with the beginning of the 4th year of service):

Years of Service	Pay Period Payments	Yearly Payments
4 to 5	$21	$504
6 to 10	$42	$1,008
11 to 15	$63	$1,512
16 to 19	$84	$2,016
20 plus	$105	$2,520

For initial implementation of this benefit, Benton County Human Resources will provide informational meetings and enroll eligible nurses in June 2010. During this same period, nurses grandfathered under section 14.7 will have a one-time opportunity to elect the Retirement Health Savings Plan benefit in lieu of the Retirement Health and Dental Insurance described in 14.7.

After the initial implementation of this benefit, newly eligible employees will be enrolled upon completion of the years of service requirement. Should an eligible employee fail to complete the enrollment paperwork for the RHSP benefit the County shall invest payments on their behalf in the Money Market Fund. The employee may change the portfolio investments in accordance with the provider's policies.

ARTICLE 15 PROFESSIONAL DEVELOPMENT

The County encourages professional development of all nurses and expects each nurse to attend training annually, whenever possible. Nurses are responsible for maintaining current required licensure and certifications. Department Director ~~Health Department Director/Health Center Director~~ may grant time off with pay and other related costs, such as registration, per diem, lodging, and mileage, to allow nurses to attend conferences, seminars, briefing sessions, training programs, webinar and other programs of a similar nature which are intended to improve or upgrade specific nursing skills. The Department Director ~~Health Department Director/Health Center Director~~ will grant time off with pay when the improvement or upgrading of a specific nursing skill is required. The Department Director ~~Health Department Director/Health Center Director~~ will approve other related costs when they require such training. In all cases, the County shall only be obligated to pay for training that is pre-approved and authorized.

The County will pay the nurse for costs associated with the professional leave approved by the Department Director ~~Health Department Director/Health Center Director~~. Travel time will be counted as work time for a non-exempt nurse attending an approved professional conference of one (1) -day duration or less whenever travel occurs on the same day as the conference. When a non-exempt nurse attends an approved multi-day conference, travel time will count as work time when they are the driver of the vehicle or when the nurse is a passenger in a vehicle traveling during the passenger nurse's regular work hours. Travel time does not count as work time for passengers in a vehicle driving to or from an approved multi-day conference outside of regular work hours.

Travel arrangement to a conference will be determined between the nurse and supervisor with consideration to travel costs, time and safety.

The County will pay for nurses' certification that is directly related to the delivery of assigned services.

On at least a semi-annual basis, each nurse will meet with their program manager to review the budget for professional leave. The parties will discuss how to allocate budget resources to meet the needs of the agency, to maintain a high level of professionalism, to review requests for professional leave, and to evaluate professional leave classes taken.

To encourage professional development, any regular full time, seasonal, or part time employee who wishes to pursue educational courses or certification training directly related to the employee's career in County service, may apply for financial assistance as follows:

1. Employees must secure their department head's approval before the training class or course begins. A Memorandum of Agreement must be completed and signed by the employee and department head. The original Agreement must be forwarded to Human Resources; and a copy forwarded to Payroll.

2. The department head may choose to reimburse 50 to 100 percent of the course/class, upon successful completion of the course/class. The employee may be reimbursed for a maximum of three courses per school year provided that a grade of "C" of above is earned. The employee must provide a statement of course credit, training certification, and a tuition receipt to the department head.

3. If the County provides funds for tuition assistance, the employee agrees to remain in the employ of the County for a minimum period of one full year dating from the completion of the course/s or repay the County for the full amount of the tuition/training reimbursement. Educational assistance will not be provided to an employee whose employment terminates prior to completion of the course/s, unless terminated as a result

of a layoff.

4. The employee agrees that if they fail to continue in County employment for the minimum period as outlined in No. 3 above, they will repay the County the cost of the educational/training course/s.

5. The employee agrees that any repayment required by No. 4 above, shall be deducted from the employee's final payroll check.

6. The Department Director ~~department head~~ may, in special circumstances, choose to pay 50% to 100% of the costs prior to the class/course start date. In such circumstances, employees must abide by all conditions set forward in this policy and agree to reimburse the County as outlined above.

ARTICLE 16 PROBATIONARY PERIOD

Section 16.1 Definition. All nurses newly hired or promoted into a position covered by this agreement shall be considered probationary until they complete a probationary period. The probationary period for full-time regular nurses is defined as six months of trial service from the date of hire during which the nurse serves at the pleasure of the Department Director and may be discharged without just cause. For crediting benefits, off-probation dates are established as the first day of the next pay period following the completion of minimum probation service.

If, during the trial service period, the nurse is absent on an approved leave without pay for two (2) continuous calendar weeks or more, the probationary period will be extended by the length of the leave without pay.

Section 16.2 Temporary Service Credit. Whenever a nurse who has been serving in a temporary position is appointed to a regular position in the bargaining unit in the same department in which the temporary position was situated, and the regular position is of the same or equivalent classification, one-half (1/2) of the time served in that temporary position, up to but not more than

three (3) months, shall be deducted from the nurse's probationary period. In order to qualify pursuant to this Section, the temporary service must have been continuous. The nurse shall be granted PTO leave pursuant to Article 10, Section 1 of this agreement based upon their date of hire into a regular position in the bargaining unit. The intent of the parties is that nurses serving a modified probationary period will receive a reduced PTO leave accrual at the end of their reduced probationary period.

Section 16.3 Promotional Probation Period. A nurse serving a promotional probationary period shall be eligible for reinstatement to the same or equal position previously held if they are deemed by the County to be unsatisfactory in the promoted position. If the nurse occupying the position to which the promoted nurse is returning is post-probationary, they shall be placed on lay-off pursuant to Article 16, Section 4.

ARTICLE 17 SENIORITY

Section 17.1 Definition. The seniority unit shall be the bargaining unit and defined as the total hours of service within the ONA bargaining unit.

Section 17.2 Acquisition of Seniority. A nurse shall acquire seniority at the end of their probationary period. The nurse's seniority will date back to the date of hire as a regular bargaining unit nurse. When a nurse acquires seniority, their name will be placed on the seniority list indicating hours of service within their job classification, department, and County, in the order of their seniority.

Section 17.3 Seniority List Posting. The Health Department shall maintain and distribute by email current seniority list in accordance with the requirements of Section 2. Such list shall be updated at least quarterly. In case of dispute, official records shall be those maintained in the Human Resources Department.

Section 17.4 Definition of Lay-Off. A layoff is defined as:

1. Any involuntary separation of a regular nurse from the County due to the elimination of a position.

2. Any involuntary change in employment category.

3. Refusal of nurse to accept mandatory increase in hours.

4. Any involuntary reduction of hours.

Section 17.5 Lay-Off. Should it become necessary for the County to lay off one or more nurse, the County shall determine the specific positions eliminated and shall give each affected nurse(s) and the Association a minimum of six (6) weeks' notice. Reductions in the work force will occur in the following order:

1. Nurses within the affected classification and department may volunteer for lay off.

2. Temporary nurses;

3. Probationary nurses;

4. Limited Duration nurses;

5. Regular and seasonal nurses in inverse order of seniority within the affected classification.

For the purposes of layoff, regular full-time, regular part-time and seasonal positions are treated together. A nurse who is laid off may bump within the nurse's classification, the least senior nurse from the position for which they are qualified according to the following criteria:

1. meets the minimum requirement for the job classification; and

2. is able to perform the work of that classification without extensive training in a service-specific essential job skill. Orientation will be provided to the nurse for the new position.

The bumped nurse may bump any nurse in accordance with the above provisions.

Extensive is defined as training requirements sufficient to legitimately deny bumping such as a certification or formal recognition of a service-specific essential job skill the absence of which would prevent the nurse from performing that service.
Nurses who receive layoff notice will notify the County of their intent to exercise bumping rights within two (2) weeks of the notice.

Section 17.6 Recall. A nurse who is laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, nurses will be recalled in the inverse order of lay-off, provided they are qualified at the time of the recall to perform the work in the job classification to which they are recalled without extensive training. A recalled nurse shall be notified by first class mail and shall be given ten (10) working days from the date of the mailing of the notice in which to report for work.

Official records of the mailing of notices are those maintained in the Human Resources Department. It shall be the nurse's absolute and complete responsibility to maintain their current address with the Benton County Human Resources Department. Eighty (80) hours of orientation shall not be considered training pursuant to this Section.

Section 17.7 Scheduling. Seniority will be considered in the assignment of shifts, days and hours of work, and will be given preference so long as departmental efficiencies are not adversely affected.

Section 17.8 Filling of Vacancies. Whenever the County seeks to fill a vacancy within the bargaining unit, the County shall post the job announcement with the job description, qualifications

and requirements of the vacancy on the County's web page for, at least ten (10) working days before the filling of the vacancy~~, post notice with the job description, qualifications and requirements of the vacancy on the departmental bulletin board and provide notice to the Association~~. The County may close a specific recruitment to an intra-departmental promotion, thus limiting application to current departmental staff. If the promotional recruitment fails, a general recruitment will follow. If more than one (1) qualified ONA nurse applies for the position, the County shall provide preference to the nurse with the greatest seniority, provided that all other objective merit factors are equal.

Section 17.9 Seniority During Periods of Disability. Nurses who are on disability leave and are receiving income from non-County sources, shall not accrue seniority hours.

Section 17.10 Continuous Service. A nurse's continuous service seniority shall be considered broken by voluntary resignation, discharge for just cause, retirement, and lay-off in excess of eighteen (18) months. Seniority shall not accrue during any period of leave without pay.

ARTICLE 18 CLASSIFICATION

Section 18.1 Reclassification Request. Reclassification requests may be initiated by the Union or a member of the bargaining unit who believes that the duties, responsibilities, and/or required skills of the job they are performing do not accurately reflect the classification to which they are assigned. The request will be forwarded to the Department Head for review. The Department Head's review and recommendation will be forwarded to Human Resources within thirty (30) calendar days following receipt of the request.

Human Resources shall send the Union notice of all requests for reclassification evaluations of its members within ten (10) working days of receipt of the request.

Human Resources will have six (6) weeks to review the request. Human Resources will forward approved request to the Board of Commissioners. The Board will take action on

the request within two (2) weeks.

If the reclassification is approved, the new pay rate will be effective at the start of the pay period following receipt of the request in Human Resources.
If a reclassification request is approved, but it is determined the position will not be upgraded, the higher-level duties will be removed. The nurse will receive a lump sum payment for the difference between their current salary and the approved salary rate for the time period, as referenced in the preceding paragraph, to the date the duties are removed.

If the reclassification request is denied, the nurse or the Union may appeal at step 3 of the grievance procedure.

Section 18.2 New Classification. If the County establishes a new classification, or materially revises an existing classification of a position within the bargaining unit, the County shall provide the Association with a copy of the new job description and salary range within ten (10) working days following final approval by the Board of Commissioners. Within ten (10) working days following notice to the Association, the Association shall have the right to initiate discussions limited to the salary range assigned to the new classification. If discussions have not been initiated by the Association pursuant to the notice period herein, the salary range so assigned shall be deemed approved. Any adjustment to the pay rate shall be retroactive to the date the new classification was approved by the Board of Commissioners or when implemented by the Department Director, whichever occurs later.

Section 18.3 Nurse Reclassification Downward. Nurses subject to reclassification, which results in the reduction of salary, shall be red circled at their current wage for at least ninety (90) days. The nurse has forty-two (42) calendar days from receipt of notice of the reclassification to opt for lay off as set forth in Article 16, Seniority. If the nurse does not exercise this option, they will be placed on the highest step in their new range at the closest to their previous salary, at the end of the ninety (90)-day period.

The nurse retains recall rights to the prior classification as long as they are employed with no break in service. If the nurse turns down a recall notice according to Section 16.5, they will forfeit their right to recall.

Section 18.4 Working Out of Classification. A nurse assigned the major duties and responsibilities of a higher paid position shall receive compensation at Step 1 of the higher classification, or a one (1)-step increase in their regular classification, whichever is greater, provided such assignment is designated by the Department Director in writing, and providing that the assignment is planned to extend, or actually extends, for more than ten (10) continuous working days.

The Department Director will designate acting in capacity assignments in writing. This Section shall not apply to a nurse working in a job-related training program that has been mutually agreed to by the County and the nurse.

Section 18.5 Classification Not Guaranteed. Classifications and/or job titles used in the County's pay system are for descriptive purposes only. Their use is neither an indication of nor a guarantee that these classifications and/or titles will continue to be utilized by the County in the future.

ARTICLE 19 SAFETY

Section 19.1 Safety Rules Generally. Nurses shall comply with all Countywide and departmental safety rules that are in force and effect on the date of the signing of this agreement or may thereafter become effective during the term of this agreement. Nurses shall report all unsafe acts or conditions to their supervisor when such acts or conditions occur.

No nurse shall be expected to operate any equipment or to perform any work assignment that would cause their imminent danger and would reasonably be considered to be unsafe by a normally prudent person. The County shall inform all members of the bargaining unit of all of the safety rules and procedures that applies to their positions.

ARTICLE 20 RETIREMENT PROGRAM

Section 20.1 Program Definition. During the term of this agreement, the County shall continue to participate in the Public Employee's Retirement System (PERS) and shall pick-up, assume and pay the employer's and the nurse's contribution to PERS for members of the bargaining unit participating in PERS.

The full amount of nurse contributions picked-up or paid by Benton County on behalf of members of the bargaining unit shall be considered salary within the meaning of ORS 238.005(11) for the purposes of computing a nurse final average salary pursuant to ORS 238.005(15), but shall not be considered salary for the purposes of determining the amount of nurse contributions required to be contributed pursuant to ORS 238.200. Such picked-up and paid nurse contributions shall be credited to the nurse accounts pursuant to ORS 238.200 (2) and shall be considered to be nurse contributions for the purposes of ORS Chapter 238.

In the event the laws controlling the above pick-up agreement are scheduled to change in the future, the parties agree to bargain before implementation, upon request, for the protection of the rights and obligations set forth in this section.

ARTICLE 21 NURSE DISCIPLINE

Section 21.1 Progressive and Corrective Discipline. The County agrees with the tenets of progressive and corrective discipline, when appropriate. Progressive discipline will normally start with an oral reprimand. An Oral Reprimand is defined as a corrective action, which will result in a written record to the nurse's Personnel file. The County shall neither discipline nor discharge post-probationary nurses without just cause. Pursuant to this Section, just cause means, but is not limited to:

An action or failure to act as it relates to a nurse's performance of assigned duties or conduct that is in violation of regulations or written policy. When

establishing just cause, the County shall ensure due process, fairness and consistency.

Section 21.2 Removal of Discipline. Reprimands placed in a nurse's personnel file will be removed after three (3) years when requested by the nurse, provided that there has been no recurrence of the type or kind of conduct, giving rise to the reprimand. In the event the nurse fails to request removal in a timely manner, no reprimand may be considered after three (3) years if it qualifies for removal and shall be removed when discovered. No written record of disciplinary action shall be deemed official unless it is date stamped by Human Resources, included in the nurse's personnel file, which is maintained in Human Resources, and in accordance with Article 21, Section 1.

Both parties acknowledge that letters of reprimand appropriately removed from the personnel file under this article shall be maintained by the County and only used by the County to defend itself in a judicial or administrative action or complaint, which includes a grievance filed by an employee or the union.

Section 21.3 Administration of Discipline. Discipline will be administered in such a manner so as not to embarrass the nurse in front of other nurses or the public. In addition, nurses will be notified of an investigation when it could lead to their discipline within ten (10) working days of the knowledge of an occurrence or circumstance(s) which could give rise to discipline. Discipline includes, but is not limited to, oral reprimands, written reprimands, suspensions and discharge.

Section 21.4 Presence of Shop Steward. The County acknowledges the right of a nurse to have an Association Steward present during any disciplinary process. If the purpose of an interview is reasonably anticipated to relate to a disciplinary matter, the nurse shall be so advised before the interview and provided a reasonable period of time to obtain Association or other representative, if they desire.

Section 21.5 Notice to Association. When any written disciplinary action is received by the Human Resources Department that affects any member of the bargaining unit, a copy will be forwarded to the Association within three (3) working days of receipt thereof, unless the affected nurse specifically objects.

Section 21.6 Administrative Leave Time Limits. The timeframe for Administrative Leave should be justified by the complexity of the investigation. The County will update the nurse regarding the progress of the investigation at least twice a month. Investigation shall not exceed thirty (30) days without communication to the nurse and their Association representative of the specific circumstances of an extension.

ARTICLE 22 MISCELLANEOUS PROVISIONS

Section 22.1 Personnel File. No disciplinary or corrective information of any kind whatsoever, shall be deemed official, or usable against any nurse unless it has been received in Human Resources, date stamped, bears the signature of the nurse, and is included as part of the nurse's official personnel file.

The nurse's signature only confirms having received a copy of the material but does not indicate agreement or disagreement. In the event the nurse refuses to sign it, the County may place the document in the file, provided it is signed by two (2) management or supervisory nurses and mailed to the nurse's address of record.

Section 22.2 Job Sharing. Job sharing, which is the sharing of an authorized full-time position by two nurses, may be allowed at the discretion of the County with notice to the Association. Both nurses shall agree in writing to the conditions of the sharing as determined by the County. The position may revert to its previous status at the discretion of the County, if one (1) of the persons sharing the position is no longer employed in the position, or if the sharing is deemed unsatisfactory by the County. A job-share shall not be implemented unless approved in writing by the Human Resources Manager.

Section 22.3 Mileage Pay. Nurses who are required to use their personal vehicle in the performance of their duties as a nurse for Benton County shall be paid at the rate approved by the Board of Commissioners and noted in the Personnel Policies. Odometer records must be included with reimbursement requests, and private mileage shall be authorized in advance by the Department Director. In all cases, mileage reimbursements shall be measured from the nurse's work site to the assigned duties and return to the work site. Future adjustments shall apply when approved by the Board of Commissioners.

Section 22.4 Contract Work. During the term of this agreement, the County shall not contract or sub-contract public work now performed by nurses covered under this agreement which would result in the loss of employment of a member of the bargaining unit, provided that such public work is being accomplished in the most efficient and cost-effective manner available to Benton County.

Section 22.5 Negotiations. The County agrees to pay up to three (3) ~~two (2)~~ Association members their regular pay for periods of contract negotiations which occur during their working hours and during the County business day of 8:00 a.m. through 5:00 p.m. No regular pay or overtime pay shall apply to periods of negotiations occurring outside of the business day or outside of the nurse's working hours.

Section 22.6 FTE Modification. When a position's established FTE is temporarily changed (increased or decreased) for a period of ten (10) consecutive working days or longer, all appropriate benefits shall be pro-rated in conformance with the changed FTE on the first day of the month following the change.

Section 22.7 License Fees. County will pay for the Drug Enforcement Administration (DEA) license when the County deems it advantageous for a Nurse Practitioner(s) position to have the license.

Section 22.8 Fiscal Year. Fiscal year is July 1st through June 30th. The year ends June 30th wherever fiscal year is referenced.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 23.1 Grievance Definition. A grievance is a dispute raised by a nurse or the Association, against the County and shall be limited in scope to the interpretation and/or the application of specific Articles, Sections, and provisions of this agreement. Unless otherwise designated by the Board of Commissioners, the Human Resources Manager shall serve as the Designee of the Board of Commissioners at Step 3 of this procedure. All matters relating to grievances shall be directed to them.

Section 23.2 Time Periods and Notice Stipulations. Time limits established herein may be waived through the written mutual consent of the parties. However, absent the written consent of the parties, failure of the nurse or the Association to submit or prosecute a grievance in accordance with time and notice limits established herein, shall constitute abandonment of the grievance.

Failure of the County to respond to a grievance within the time limits herein shall result in the Association having the absolute right to elevate the grievance within ten (10) working days to the next higher step in the grievance procedure. A grievance may be dismissed at any time, and at any step, upon receipt by the Designee of the Board of Commissioners of a signed statement from the aggrieved nurse and/or the Association, that the dispute has been resolved or withdrawn.

All time periods in this Article are measured in full working days, on a five (5) day work week basis. Weekends, partial days, and designated County holidays are excluded.

Section 23.3 Informal Discussion Permitted. Nothing in this Article is intended to prohibit informal discussions relating to a potential grievance between the nurse and/or the Association and the immediate supervisor, provided that the time limits set forth in Section 2 and Section 6 of this Article are adhered to.

Section 23.4 Confidentiality. All proceedings and evidence of any kind whatsoever that are related to grievances shall be considered exempt from public disclosure until the conclusion of the final grievance proceeding in Benton County.

Section 23.5 Exclusive Remedy. Grievances shall be commenced and processed according to provisions herein, which provisions the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined.

Section 23.6 Grievance Procedure. The Association and County accept the following statement of principles:

- The Association and County have a mutual commitment to using a problem-solving approach in the resolution of grievances;
- Resolution of a grievance at the lowest possible level is always encouraged;
- Complete disclosure of information will be made at the lowest possible level;
- There shall be flexibility in the problem-solving process for resolution of a grievance at step 1.

A. Grievances at step 1.

1. A nurse, with or without Association representation, shall have five (5) working days from the date of occurrence of the circumstance(s) giving rise to a potential grievance, or from the date of the nurse's first knowledge of the occurrence, to informally discuss the problem or issue with their supervisor, to define the issue, and to resolve the issue if possible.

2. A nurse or the Nurses Association representative shall have fifteen

(15) working days from the date of occurrence of the circumstance(s) giving rise to a potential grievance, or from the date of the nurse's first knowledge of the occurrence, within which to file a written statement of the issues with the nurse's immediate supervisor outside of the bargaining unit. A copy shall be sent to Human Resources.

3. The supervisor shall respond in writing to the person filing the written statement of the issues within ten (10) working days following receipt of the written statement of the issues. This written response shall either deny the grievance or acknowledge what step(s) will be taken to remedy the grievance. A copy shall be sent to Human Resources.

4. If the nurse is satisfied with the supervisor's written response, the grievance shall be deemed resolved without further action. If the nurse is not satisfied with the supervisor's written response, the aggrieved nurse and/or the Association may elevate the grievance to step 2.

5. Steps 1 and 2 may be combined by mutual consent of both the nurse and their Association representative and both the nurse's supervisor and Department Head.

6. An issue, which involves a property right (economic interest), shall not be heard at step 1 but shall be elevated immediately to step 2.

B. Grievances at step 2.

1. A grievance at step 2 shall be initiated by the filing of a written grievance (see Appendix A, Grievance Form), the written statement of the issues, and the response above, with the nurse's Department Head within ten (10) working days following the nurse's or the Association

representative's receipt of the response to the written statement of the issues. A grievance involving a property right shall not be heard at step 1, but shall be elevated immediately to step 2, and shall be filed within ten (10) working days following the occurrence of the circumstance(s) giving rise to the grievance, or the date the nurse first knew of the circumstance(s). A copy shall be sent to Human Resources

2. An Association representative and/or the aggrieved nurse shall file the grievance at step 2. A copy shall be sent to Human Resources.

3. All written grievances shall include the following information. Grievance filings that are deficient in one or more of the items noted in "a" through "f" below shall be returned to the person who filed the grievance to be conformed to these requirements, and the time period to file the grievance shall be extended by five (5) additional working days, beginning on the date the grievance is returned.

a. The name and position of the nurse on whose behalf the grievance is brought.

b. The date of the circumstances giving rise to the grievance, and the date the nurse had first knowledge thereof.

c. A clear and concise statement of the grievance, including relevant facts which give a full and objective understanding of the nurse's grievance.

d. The specific law, Article, Section, Statute, policy, or provision of this agreement alleged to have been violated. Ambiguous statements such as "any Article or Section, which may apply," shall

not be considered in compliance with this Section.

e. The remedy or relief sought by the nurse.

f. The signature of the person submitting the grievance.

4. The Department Head shall respond in writing to the person filing the grievance within ten (10) working days following receipt of the required grievance documents, and the Department Head is encouraged to meet with the aggrieved nurse, Association representative, and supervisor to clarify the issues presented in the grievance. A copy shall be sent to Human Resources.

5. If the aggrieved nurse is not satisfied with the Department Head's response, the aggrieved nurse and/or the Association representative may elevate the grievance to step 3.

6. Steps 1 and 2 may be combined, by mutual consent of both the nurse and their Association representative and both the nurse's supervisor and Department Head.

C. Grievances at step 3.

1. If the grievance is still unresolved, within ten (10) working days following the written response at Step 2, the aggrieved nurse and/or the Association may file the step 3 grievance with Human Resources. The parties, which shall include the grievant(s), an ONA Labor Relations Staff Representative, a Benton County ONA Representative, a Human Resources representative, and two other management representatives shall meet within twenty (20) working days to review the facts. The goal of this step is to

achieve cost efficient and timely resolution through a problem-solving process, which could include a mediator by mutual agreement. Any cost for mediation will be shared equally by both parties.

All available information concerning the grievance shall be provided by the Parties at the meeting and become the official record.

2. In the event, the Parties are unable to reach a consensus regarding a resolution of the grievance or resolution is not reached at mediation, the matter may be referred to an arbitrator (step 4) by the Association for final determination. The Association shall give the County written notice of its intent to refer the matter to arbitration within ten 10 working days of the last step 3 meeting or the last mediation session.

D. Grievances at step 4.

1. Grievances unresolved at step 3 and/or mediation may be elevated to step 4.

2. Within ten (10) working days of the notice of intent to arbitrate, the Association shall request that a list of potential arbitrators from the Oregon State Conciliator within the Employment Relations Board be sent to the County and to the Association. Upon receipt, the parties shall contact each other to assure that both have received the list. Final selection shall be accomplished by the County and the Association alternately crossing off one (1) of the five (5) named arbitrators, until only (1) one remains. The party who strikes the first name shall be determined by the month the list of potential arbitrators is received. The County shall strike first in an odd numbered month and the Association shall strike first in an even numbered month. Before the striking process begins, either party may

reject the entire list once and to request an alternate list from the Nurse Relation Board. The arbitrator shall be notified of their selection to arbitrate the disputed issues(s).

3. The decision of the arbitrator shall be final and binding on the parties, however the arbitrator shall not have authority to alter, modify, amend, vacate, or change any terms or conditions of this agreement, and their remedy must follow the contract, applicable law, statute, or policy raised in the grievance. This provision is not intended to prevent either party from any administrative or statutory relief they may otherwise have to appeal an arbitrator's award. The decision of the arbitrator shall be issued within thirty (30) days of the conclusion of the arbitration hearing.

4. Prior to the arbitration hearing, if either party discovers new information or evidence not previously considered at step 3 of this procedure, the parties shall share this information and/or evidence. If the introduction of this new information or evidence brings forth a reversal or change in the step 3 decision or facilitates a settlement agreement between the parties prior to or during the arbitration, the parties will mutually bear any expenses related to the arbitrator's cancellation fee.

5. Nothing in this Article is intended to prevent a mutually acceptable settlement prior to, or during the arbitration procedure.

6. If arbitration is utilized, the cost of the arbitrator will be shared equally by both parties. Each party assumes the cost of presenting its own case.

Section 23.7 Absence from Workstation. A Steward or Association officer who represents a grievant or the Association at a meeting or grievance hearing pursuant to this Article, shall be permitted to be present without loss of pay, following reasonable notice to the Department Director. One (1) Representational Steward or Association officer shall be permitted to be present without loss of pay.

ARTICLE 24 LABOR MANAGEMENT ADVISORY COMMITTEE (LMAC)

ONA agrees to participate in labor-management meetings on a Countywide basis. One (1) nurse will serve on the countywide LMAC.

Issues specific to ONA represented nurses will be considered through a departmental committee that will convene upon the request of the Association.

Because participation in the countywide LMAC is viewed as mutually desirable for the County and ONA, no person will be penalized for or benefit from participation in this group. Therefore, members of the countywide LMAC will not suffer loss of pay for time spent in conducting LMAC business during their regularly scheduled work shift nor will any member of the countywide LMAC receive pay for time spent conducting LMAC business outside their regularly scheduled work shift.

ARTICLE 25 SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, or by a Court of competent jurisdiction, or an Administrator Agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, Section or portion thereof directly specified in the decision, statute, or rule. Upon the issuance of such decision, statute, or rule, the parties agree to meet and negotiate substitute provision(s) within ten (10) working days of receiving the notice of the decision, statute, or rule by the County. All other portions of this agreement, and the agreement as a whole, shall continue without interruption except those remaining provisions which are so essential and inseparable connected with and dependent upon the unlawful or

unenforceable part that is apparent that such remaining provision(s) would not have been agreed to without such other parts and the remaining provisions, which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this agreement.

ARTICLE 26 TERM OF AGREEMENT

Section 26.1 Term of Agreement. This agreement covers the period of July 1, 2021 through June 30, 2025 ~~July 1, 2017, through June 30, 2021~~. This agreement shall be effective as the date of execution but in no event before July 1, 2021 ~~2017~~ and shall remain in full force until June 30, 2025~~2021~~. This agreement shall then be automatically renewed from year to year, from the first day of July 2025~~2021~~, unless either party notifies the other not later than forty (40) calendar days prior to the termination date of this agreement that it wishes to initiate negotiations. In the event that such notice is given, negotiations shall begin no later than ten (10) calendar days following notification. This agreement may be amended at any time by the mutual agreement of the parties. All such agreement(s) shall be in writing and signed by the parties and/or their authorized representative(s).

Appendix A

See attached

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

~~APPENDIX "A": SALARY SCHEDULE~~

~~Benton County - Oregon Nurses Association Salary Schedule~~

Oregon Nurses Association (ONA) Employees Salary Schedule 2017-2018

DBM/Range	Minimum	Midpoint (Market Average)	Maximum	Range Spread
C/41- Health Care Professional I	$50,824	$63,527	$76,230	50%
	$4,235	$5,294	$6,353	
	$24.43	$30.54	$36.65	
C/42- Health Care Professional II	$53,358	$66,703	$80,049	50%
	$4,447	$5,559	$6,671	
	$25.65	$32.07	$38.49	
C/43- Health Care Professional III	$56,031	$70,039	$84,046	50%
	$4,669	$5,837	$7,004	
	$26.94	$33.67	$40.41	
C/44- Health Care Professional IV	$59,030	$73,788	$88,546	50%
	$4,919	$6,149	$7,379	
	$28.38	$35.48	$42.57	
C/45- Health Care ProfessionalV	$62,851	$78,563	$94,276	50%
	$5,238	$6,547	$7,856	
	$30.22	$37.77	$45.33	
C/4prem- Health Care - Nurse Practioner	$84,427	$105,539	$130,862	55%
	$7,036	$8,795	$10,905	
	$40.59	$50.74	$62.91	

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24.

~~Note: The monthly is based on the annual divided by 12; the hourly is based on the monthly divided by 173.33.~~

~~This was done because the personnel policies in that the pay grades are referenced in monthly pay amounts. Therefore, the hourly was based on the monthly amount. (Personnel policies 22.1)~~

~~Memorandum of Understanding~~

~~Benton County and Oregon Nurses Association~~

~~Benton County ("Employer") and Oregon Nurses Association ("Association") hereby amend Section 13—Pay Periods as follows:~~

~~1. The County and the Association agree to convert to a new bi-weekly payroll no earlier than January 1, 2018.~~

~~2. The County will provide the Association with at least ninety (90) days' advance notice prior to the change.~~

~~3. The County will assist employees in the transition with third party creditors.~~

~~4. Prior to effectuating the payroll change, the County will have secured consent from all other bargaining units to convert to the payroll change.~~

For the OREGON NURSES ASSOCIATION

Date 1/19/18

For BENTON COUNTY

Date 1.29.18

~~Letter of Understanding~~

~~Oregon Nurses Association and Benton County~~

~~Oregon Nurses Association ("Association") and the Benton County ("Employer") hereby agree to the following:~~

~~1. Association and the County agree to work with Labor Management Advisory Committee (LMAC) to implement an Anti-Bullying Policy.~~

~~2. The Policy for Anti-Bullying will be developed and implemented no later than July 1, 2018.~~

~~3. All Association Nurses will be trained on the Anti-Bullying Policy no later than August 1, 2018.~~

For the OREGON NURSES ASSOCIATION

Date 1/19/18

For BENTON COUNTY

Date 1.29.18

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

~~Memorandum of Agreement~~

~~Benton County (County) and the Oregon Nurses Association (Association) agree to delay the implementation of the following section of the 2017-2021 Collective Bargaining Agreement (Agreement) Article 14.1 Medical/Vision/Dental:~~

> ~~*The County shall also provide a high deductible health plan option with a health savings account (HSA). Employees hired after July 1, 2017 will be offered the CDHDP, only.*~~

~~Specifically, this Memorandum of Agreement delays the single plan option for new employees until August 1, 2018. The purpose of the delay is to provide time to establish a health reimbursement account option for employees who are not eligible for a health savings account.~~

~~The parties to this Agreement hereby acknowledge and agree that this Agreement is in no way precedent setting. This Agreement shall not be introduced, referred to, or in any way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.~~

For the OREGON NURSES ASSOCIATION

Date 1/19/18

For BENTON COUNTY

Date 1.29.18

CONTRACT RECEIPT FORM

Please fill out neatly and completely, and return to

Oregon Nurses Association

18765 SW Boones Ferry Road, Suite 200

Tualatin, OR 97062-8498

Or, fax to ONA at 503-293-0013. *Thank you.*

Your name _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Benton County, July 1, 2017, until June 30, 2021.

Signature _____ Today's date _____

Your mailing address _____

_____

_____

Cell phone _____ Home phone _____

Personal email _____

Unit _____

Shift _____

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

7.2

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 07/20/21

View Agenda Tracker

Suggested Placement * BOC Tuesday Meeting

Department * Public Works

Contact Name * Gary Stockhoff

Phone Extension * 6010

Meeting Attendee Name * Gary Stockhoff

Agenda Item Details

Item Title * Order to Set a Hearing Date in the Matter of Annexing Properties within the Dumbeck Lane Domestic Water Supply District into the North Albany County Service District

Item Involves * Check all that apply

- [ ] Appointments
- [ ] Budget
- [ ] Contract/Agreement
- [x] Discussion and Action
- [ ] Discussion Only
- [ ] Document Recording
- [ ] Employment
- [ ] Notice of Intent
- [x] Order/Resolution
- [ ] Ordinance/Public Hearing 1st Reading
- [ ] Ordinance/Public Hearing 2nd Reading
- [ ] Proclamation
- [ ] Project/Committee Update
- [ ] Public Comment
- [ ] Special Report
- [ ] Other

Estimated Time * 20 minutes

Board/Committee Involvement *

- ( ) Yes
- (•) No

Advertisement* ○ Yes
◉ No

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues *

The Dumbeck Lane Domestic Water Supply Special District (Dumbeck Lane) has approached Benton County and the City of Albany regarding taking over responsibility for the day-to-day operation and administration of the District. To enable the transfer to occur, the existing area within Dumbeck Lane would need to be annexed into the North Albany County Service District (NACSD). The Board of Directors for the Dumbeck Lane Domestic Water Supply Special District has submitted a Resolution requesting annexation into the NACSD to the Board of Commissioners (BOC) for its consideration and action.

The purpose of this meeting is to consider an Order setting a Public Hearing on the question of whether to annex the Dumbeck Lane properties into the NACSD. If the Board votes to initiate the process, an Order must be adopted setting forth:
1) The intention of the BOC to initiate annexation of the Dumbeck Lane properties into the NACSD;
2) The name and boundaries of the district into which the properties will be annexed; and
3) The date, time and place of a Public Hearing on the proposal.

If the Board votes to adopt the Order to initiate annexation into the NACSD, the next step of the process is for the Board of Commissioners to set a Public Hearing. The law requires the hearing to be not less than 30 days and not more than 50 days from the date the Order to initiate formation was adopted.
The purpose for the Public Hearing is to determine whether to annex the properties within the Dumbeck Lane Domestic Water Supply Special District into the NACSD.

The proposed date of the Public Hearing is August 17, 2021, at 11:00 am at the Board of Commissioners Office, Board Meeting Room, 205 NW 5th Street, Corvallis.

Attached to this checklist is the sequence of steps necessary for the annexation process and who is responsible for executing each step.

One note about the annexation proposal: The City of Albany supplies the water to NACSD water users. Pursuant to Benton County's IGA with Albany for this water service, the City of Albany must approve annexation of any properties into the NACSD. Without Albany's approval, the city is not obligated to supply newly annexed properties with city water. The city is currently working with the Dumbeck Board of Directors to establish rates acceptable to both parties. Once Dumbeck Lane and the city reach agreement, we expect Albany to agree to the annexation, triggering its obligation to supply water to the newly annexed properties.

Options *

1) After reviewing the Resolution and supporting information, the BOC could determine that annexing the area within the Dumbeck Lane is in the best interest of the property owners within the District and the County. The BOC would then approve the Order to initiate annexation proceedings in accordance with the applicable ORS requirements.
2) After reviewing the Resolution and supporting information, the BOC could determine that annexing the area within the Dumbeck Lane is not in the best interest of property owners within the District and the County. No further action would be taken by staff.

Fiscal Impact *

- (•) Yes
- ( ) No

Fiscal Impact Description *	The District has a current outstanding State Revolving Loan in the amount of approximately $400,000. The loan is administered by Business Oregon, and they will require Benton County to absorb the loan to enable the annexation to be finalized. The District currently has a repayment reserve of approximately $179,000, which would be transferred to Benton County. The annual payment of approximately $30,000 is due on December 1st. The funds to complete repayment of the loan will be assessed to the current Dumbeck Lane customers until the loan is retired. The monthly water invoices and payments will be administered by the City of Albany.

2040 Thriving Communities Initiative

Mandated Service? *

- (•) Yes
- ( ) No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website HERE.

Mandated Service Description *

If this agenda checklist describes a mandated service or other function, please describe here.

Water to the subject properties must be maintained.

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values *

Select all that apply.

- [x] Vibrant, Livable Communities
- [ ] Supportive People Resources
- [ ] High Quality Environment and Access
- [ ] Diverse Economy that Fits
- [x] Community Resilience
- [ ] Equity for Everyone
- [x] Health in All Actions
- [ ] N/A

Explain Core Values Selections *

This action will maintain water services for the affected properties to keep the area Vibrant and Livable, maintain the Community, and provide a Healthy water system for all.

Focus Areas and Vision *

Select all that apply.

- [ ] Community Safety
- [ ] Emergency Preparedness
- [ ] Outdoor Recreation
- [ ] Prosperous Economy
- [x] Environment and Natural Resources
- [ ] Mobility and Transportation
- [x] Housing and Growth
- [ ] Arts, Entertainment, Culture, and History
- [ ] Food and Agriculture
- [ ] Lifelong Learning and Education
- [ ] N/A

Explain Focus Areas and Vision Selection *

This action will maintain water services for Housing units and safe use of our Natural Resources for this Community.

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations * Staff recommends the BOC accept the Resolution requesting annexation of the Dumbeck Lane Water Supply Special District and approve the Order setting the time and location of the Public Hearing on the matter of annexing the Dumbeck Lane properties into the North Albany County Service District.

Meeting Motions * I move to ...

I move to approve the Order setting the time and location of a Public Hearing on the matter of annexing property within the Dumbeck Lane Domestic Water Supply Special District into the North Albany County Service District.

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

Annexation process 5-20-2021 (003).pdf	89.17KB
NACSD Dumbeck initiation ORDER.pdf	119.97KB

Comments (optional) The Resolution is forthcoming from the Dumbeck Lane Domestic Water Supply District Board and will be transmitted later, which must happen by Friday, July 16. If it is not received, the item will be pulled from the agenda.

If you have any questions, please call ext.6800

Department Approver GARY STOCKHOFF

Department Approval

Comments

Signature

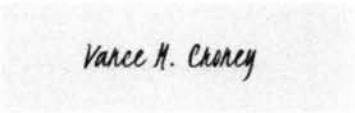
BOC Initial Approval

Approvals Required	☑ Counsel ☑ Finance ☐ HR
Counsel Approver	VANCE CRONEY
Finance Approver	DEBBIE PARSONS
County Administrator Approver	JOE KERBY
Comments	

Counsel Approval

Comments

Signature



Finance Approval

Comments

Signature

County Administrator Approval

Comments

Signature

BOC Final Approval

Comments

Signature

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON

In the Matter of an Order Setting a Public Hearing on the Annexation of Property within the Dumbeck Lane Domestic Water Supply Special District into the North Albany County Service District Pursuant to ORS 198.835	)))))	**ORDER #D2021-024A**

WHEREAS, the Dumbeck Lane Domestic Water Supply Special District Board has submitted a Resolution to the Benton County Board of Commissioners requesting the county initiate proceedings to annex the properties within the Dumbeck Lane Domestic Water Supply Special District boundaries into the North Albany County Service District; and

WHEREAS, the Benton County Board of Commissioners has reviewed the Dumbeck Lane Resolution and agrees to initiate the annexation of all of the properties within the Dumbeck Lane Domestic Water Supply Special District into the North Albany County Service District pursuant to ORS 198.835 and ORS ch. 264 and 451; and

WHEREAS, the annexed properties shall become part of the North Albany County Service District; and

WHEREAS, the annexation will result in the boundaries of the North Albany County Service District expanding to include the Dumbeck Lane Domestic Water Supply Special District properties; and

WHEREAS, the date, time and place of the public hearing on the proposed annexation into the North Albany County Service District shall be at 11:00 am, Tuesday, August 17, 2021, in the board meeting room of the Benton County Board of Commissioners Office, 205 NW 5th Street, Corvallis, Oregon.

NOW, THEREFORE, the Benton County Board of Commissioners hereby orders:

1. A public hearing be set for 11:00 am, Tuesday, August 17, 2021, in the board meeting room of the Benton County Board of Commissioners Office, 205 NW 5th Street, Corvallis, Oregon to consider annexation of properties within the Dumbeck Lane Domestic Water Supply Special District into the North Albany County Service District; and

2. Notice of the hearing shall be posted in at least three public places and published by two insertions in a newspaper. The notice shall state:

   A. The purpose of the annexation into the North Albany County Service District;
   B. The name and boundaries of the proposed district;
   C. The time and place of the hearing; and
   D. That all interested persons may appear and be heard.

Adopted this 20th day of July, 2021.

Signed this 20th day of July, 2021.

Approved as to form:

Vance M. Croney, County Counsel

BENTON COUNTY BOARD OF COMMISSIONERS

Xanthippe Augerot, Chair

Nancy Wyse, Commissioner

Pat Malone, Commissioner

Annexation Process

Dumbeck Lane Domestic Water Supply District Adopts Resolution to Initiate Annexation

1. Dumbeck Lane (DL) may adopt a resolution initiating annexation of its district into the North Albany County Service District (NACSD). ORS 198.850(3).

   a. Resolution must include the information set forth in ORS 198.835(1)(a)-(c).

   b. The resolution is then filed with the Benton County Board of Commissioners (BOC).

      (1) When determining whether to approve the resolution, the BOC must only consider the comprehensive plan for the area and the service contracts DL has with other governmental entities. ORS 198.850(2).

      (2) ORS 198.850(2) specifically states the comp, plan and service agreements are to be considered "in lieu of the criteria prescribed by ORS 198.805(1) and 199.462."

   c. Once the resolution is filed with the BOC, ORS 198.835-.845 controls the process.

2. Upon receipt of the resolution, Benton County sets a meeting date to consider the resolution. ORS 198.850.

   a. At the public meeting – not a public hearing – the Board considers the DL resolution and may adopt an order setting forth:

      (1) The Board's intention to annex DL into the NACSD;

      (2) The name of the district. This would state DL would be annexed into NACSD.

      (3) Date, time and place for the public hearing on the annexation proposal. ORS 198.835(1)(a)-(c).

3. Notice of the public hearing to follow the public meeting above, is dictated by ORS 198.800.

   a. Notice should state Benton County has entered an order declaring its intention to initiate annexation proceedings at the request of DL which filed a resolution seeking its annexation into NACSD.

   b. Notice should be published in 3 public places and 2 newspaper insertions (ORS 198.800(2)) and shall state:

      (1) Purpose of the annexation;

      (2) Name and boundaries. This should state DL will be annexed into NACSD and become part of NACSD;

      (3) Time, date and place of the public hearing; and

      (4) Interested person may appear and be heard on the question of whether to annex the DL district properties into the NACSD.

4. At the public hearing following the first meeting, ORS 198.805 controls the process.

a. This public hearing may not be continued for more than a total of 4 weeks.

b. Pursuant to ORS 198.850(3), BOC does not consider approval criteria in ORS 199.462 or 198.805(1), which includes the modification criteria.

c. The BOC may approve the proposed annexation request only if it is in accordance with the comp. plan and service agreements. ORS 198.850(3); 198.805(1) and 198.810(1).

d. If the BOC finds the annexation request complies with the comprehensive plan and the service agreements, it adopts an order containing the following (ORS 198.810(2)):

(1) Statement that the DL district properties will be annexed into the NACSD and become part of that service district;

(2) Boundaries of both the DL properties to be annexed and the new-expanded NACSD.;

(3) Set a date, time and place for a second public hearing on the annexation request.

(a) The second public hearing must be no less than 20 days and no more than 50 days from the date the order following the first public hearing is signed, presumably the same date as the first public hearing.

(4) The order must also state written requests for an election on the annexation question must be filed at or before the second public hearing. An election will only be held if not less than 15% or 100 electors of the area to be annexed, whichever is less, file election requests. ORS 198.810(3).

(5) Order must also declare that if not enough written requests for an election are filed, the Board will order the annexation of the DL properties into the NACSD.

e. Notice of the second public hearing is made by "publication." ORS 198.810(2). Put in the newspaper.

5. Second public hearing

a. If insufficient number of election requests are filed, the Board enters an order annexing the DL property into the NACSD. ORS 198.815(1).

b. Annexation is effective as of date of order. ORS 198.820.

c. Notice, order, map and boundary description of new NACSD boundaries sent to Dept. of Revenue and to County Assessor. Should also send to City of Albany.

d. If enough requests to trigger an election are filed, BOC adopts an order to hold an election on the next election date. ORS 198.815(1)

6. Additional elements to incorporate

a. IGA with Albany needs to be amended. It should be amended and ready for signature by the date of the second public hearing.

(1) Extending CSD boundaries to include Dl properties.

(2) State CSD's assumption of state loan and that Albany will collect assessment from former DL property owners to repay the loan.

(3) Albany will remit the collected assessments to Benton County – with no deduction for administrative costs.

b. The state must agree to transfer responsibility of the DL loan to NACSD. That agreement should be in place by the date of the second public hearing.

c. NACSD should enact an ordinance detailing assessment for loan repayment, which properties pay and that it will be added to water bills issued by Albany. Probably should have a map of the DL properties included to clearly show which properties will be assessed this fee.

d. Dumbeck Lane Water District should be dissolved.

7. Potential timeline for Annexation Process

July 1 – Dumbeck delivers resolution to BC seeking annexation on or before this date.

July 20 – public meeting to consider request.

Aug. 3 – earliest date the first public hearing could be held

Or

Aug. 17 – alternative date for first public hearing

Sept. 7 – second public hearing if follows Aug. 3 first hearing

Or

Sept. 7 or 21 – second hearing if follows Aug. 17 first hearing

- Second public hearing must be held between 20-50 days after the first public hearing.
- With this timeline as a basis for establishing tasks, the Albany IGA, state loan transfer and NACSD ordinance creation would need to finalized by Sept. 1.

Dumbeck Lane Domestic Water Supply District

PO Box 802 • Albany, Oregon 97321-0280 • (541) 990-1075

BEFORE THE BOARD OF COMMISSIONERS OF THE DUMBECK LANE DOMESTIC WATER SUPPLY DISTRICT

In the Matter of Requesting Annexation into the North Albany County Service District (NACSD))
And Dissolving the Dumbeck Lane Domestic Water Supply District (DLDWSD))

RESOLUTION No. 22-01
OF THE DUMBECK LANE DOMESTIC WATER SUPPLY DISTRICT
REQUESTING THE ANNEXATION INTO THE NORTH ALBANY COUNTY SERVICE DISTRICT (NACSD)

WHEREAS, the Board of Commissioners ("Governing Body") are charged with operating the Dumbeck Lane Domestic Water Supply District (DLDWSD) (the "DLDWSD"); and

WHEREAS, The DLDWSD is a community water system as defined in Oregon Administrative Rule 123-049-0010; and

WHEREAS, Oregon law, ORS 198.850 and 198.835(1)(a)-(c), authorizes the Benton County Board of Commissioners to annex entities into a service district within the county; and

WHEREAS, the principal Acts under which DLDWSD requests annexation into the North Albany County Service District (NACSD) are ORS 198, 264 and 451;and,

WHEREAS, ORS 198.850(3) authorizes the DLDWSD Board of Commissioners to initiate by resolution the annexation into another district in lieu of a petition; and,

WHEREAS, it is the intention of the DLDWSD Board of Commissioners to initiate the resolution for annexation into the NACSD; and,

WHEREAS, the name of the proposed annexation will be into the NACSD and the boundaries shall be the combined boundaries of the current NACSD and the current DLDWSD by this reference; and,

WHEREAS, DLDWSD requests the Benton County Board of Commissioners set a date, time and place for a public hearing on its request to be annexed into the NACSD.

NOW, THEREFORE, the Dumbeck Lane Domestic Water Supply District Board of Commissioners ORDERS as follows:

BE IT THEREFORE RESOLVED by the Board of Commissioners of the Dumbeck Lane Domestic Water Supply District (DLDWSD):

1. Pursuant to ORS 198.850(3) its intention to request from the Benton County Board of Commissioners the annexation of our district into the North Albany County Service District (NACSD) with combined boundaries; and,

2. Effective Date. This Resolution shall be in force and effect from and after passage by the Governing Body.

Dumbeck Lane Domestic Water Supply District

PO Box 802 • Albany, Oregon 97321-0280 • (541) 990-1075

PASSED AND ADOPTED BY THE BOARD OF THE DUMBECK LANE DOMESTIC WATER SUPPLY DISTRICT BY THE FOLLOWING VOTES:

Ayes: 3 Nayes: ϕ

Approved by the Chairman of the Board this 13th day of July 2021.

Bo Price
Chairman of the Board

Doug Botkin
ATTEST: Commissioner