

**AGENDA for
COMMON COUNCIL OF THE CITY OF TURNER
Regular Meeting
7:00 pm**

Turner City Hall

July 11, 2024

If you wish to comment remotely, you MUST sign up by 4:00 pm on July 9, 2024, by e-mailing lnunnellee@turneroregon.gov or calling 503-743-2155.

To join remotely, **CALL: 917-900-1022**

CONFERENCE ID: 5037432155

CALL TO ORDER

PUBLIC COMMENTS

COUNCIL MEMBER COMMENT

CONSENT CALENDAR

- A) Accounts Payable since June 21, 2024
- B) Council Minutes- June 27, 2024

NEW BUSINESS

Discussion & Decision: Approve Miniature Farm Animal Exemption Standards

Discussion & Decision: Approve New Employment Agreement For Police Chief

Discussion & Decision:

ADMINISTRATOR REPORT:

BUSINESS REPORT:

PUBLIC COMMENT

COUNCIL MEMBER COMMENTS

Further information on any agenda item is available at City Hall. Special provisions for individuals with disabilities can be provided with 48-hour notice by contacting City Hall: 503-743-2155 or lnunnellee@cityofturner.org.

The City of Turner follows Title VI of the Civil Rights Act standards requiring that "No person in the United States shall, on the basis of race, color, national origin, sex, age, disability, low income, and limited English proficiency (LEP), be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any licensing program or activity receiving federal financial assistance.

CONSENT CALENDAR

NEW BUSINESS

Discussion & Decision: Approve Miniature Farm Animal Exemption Standards

At the June 13, 2024 Council meeting, an exemption to City Code was granted to allow the keeping of a farm animal within City limits. As part of this discussion, Council requested that a policy be developed for similar requests.

A draft policy was approved subject to Council seeing the final attached policy and application form.

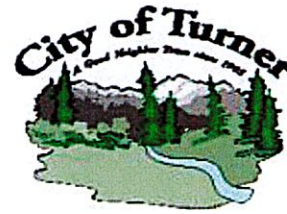
Discussion and Decision: Approve New Employment Agreement for Police Chief

The Police Chief has had several multi-year employment agreements. Attached is a new employment agreement. It is substantially the same as previous agreements, with the salary updated and now an open-ended agreement versus a fixed-term. This document closely tracks agreements for the other non-represented employees.

Accounts Payable

Checks by Date - Detail by Check Date

User: AReardon
 Printed: 7/8/2024 12:00 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
23733	ARETE	ARETE ADVISORS, LLC	06/21/2024	
	MDR20240601-228	Virtual Cybersecurity		80.67
	MDR20240601-228	Virtual Cybersecurity		80.66
	MDR20240601-228	Virtual Cybersecurity		80.67
Total for Check Number 23733:				242.00
23734	ATTMOB	AT&T Mobility	06/21/2024	
	06112024	PW phone lines		80.08
	06112024	PW phone lines		80.08
	06112024	TPD phone lines		89.76
Total for Check Number 23734:				249.92
23735	cas#5	Cascade School District #5	06/21/2024	
		Burkland pool contribution		10,000.00
	Cascade CETs	FY 2024 CET's		2,592.81
Total for Check Number 23735:				12,592.81
23736	HACKNEY	HACKNEY INVESTMENTS	06/21/2024	
	Refund	Refund of overage for zoning change fees		165.03
Total for Check Number 23736:				165.03
23737	HENDREN	HENDREN CONSTRUCTION	06/21/2024	
	Refund	Refund of overage for zoning change fees		165.03
Total for Check Number 23737:				165.03
23738	ICMAMEM	ICMA MEMBERSHIP RENEWALS	06/21/2024	
	MEMBER #167806	ICMA membership renewal 24-25		612.88
Total for Check Number 23738:				612.88
23739	LANECOG	LANE COUNCIL OF GOVERNMENTS	06/21/2024	
	93640	Jan-March 2024, PW Market Analysis		1,400.00
Total for Check Number 23739:				1,400.00
23740	NWHYDRO	NW HYDROVAC CORP	06/21/2024	
	3027	JeVac rental		1,000.00
	3027	JeVac rental		500.00
Total for Check Number 23740:				1,500.00
23741	NWNG	NW NATURAL GAS COMPANY	06/21/2024	
	2997117-3	City Hall utilities		30.67
	4048986-6	TPD utilities		32.43

Total for Check Number 23741:

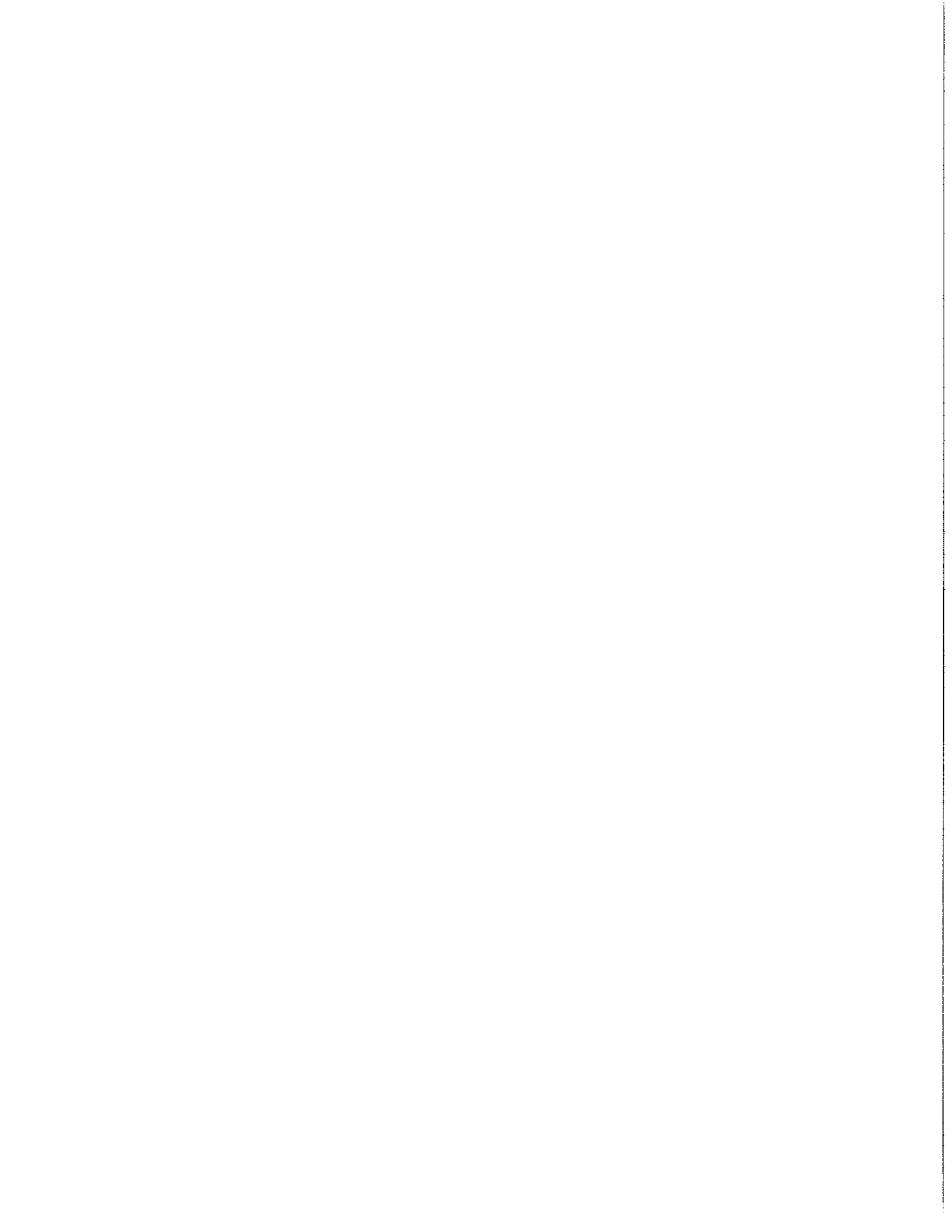
63.10

23742	PITN	PITNEY BOWES BANK INC PURCHASE P#06/21/2024	
	JUNE 2024	Postage machine refill	133.67
	JUNE 2024	Postage machine refill	133.67
	JUNE 2024	Postage machine refill	133.66
		Total for Check Number 23742:	401.00
23743	PGE	PORTLAND GENERAL ELECTRIC	06/21/2024
	1379630000	5th street park	23.67
	1709721000	5th street restrooms	31.25
	3398290000	City Hall	276.85
	3712100000	Val view pump station	496.97
	5306438407	New pump	1,994.19
	5552295851	TPD Utilities	112.22
	5564511000	Street lighting	2,544.81
	6325870000	Downtown street lights	139.55
	7230560000	Burkland park	37.31
	8704401916	5203 Holly St	92.64
	9319043266	50% PW Utilities	122.90
	9319043266	50% PW Utilities	122.90
	9327331000	Downtown street lights	68.19
		Total for Check Number 23743:	6,063.45
23744	SAC	Security Alarm Corporation	06/21/2024
	1510082	Annual subscription for alarm monitoring services	786.30
		Total for Check Number 23744:	786.30
23745	SEGURA	GUILLERMINA SEGURA	06/21/2024
	261933	City Hall bi-weekly cleaning x2	300.00
		Total for Check Number 23745:	300.00
23746	sunbelt	Sunbelt Rentals	06/21/2024
	154415065-0001	Manlift for hanging city flower baskets	1,033.96
	154854788-0001	Turner Celebration generator and equipment	887.13
		Total for Check Number 23746:	1,921.09
23747	TRFD	TURNER FIRE DISTRICT	06/21/2024
	July 2024	TPD Rent	500.00
		Total for Check Number 23747:	500.00
23748	WINTERBR	WINTERBROOK PLANNING	06/21/2024
	15873	Final rezoning invoice	447.00
		Total for Check Number 23748:	447.00
		Total for 6/21/2024:	27,409.61
ACH	AFLAC	AFLAC	06/28/2024
		PR Batch 00001.06.2024 AFLAC	PR Batch 00001.06.:
			159.04
		Total for this ACH Check for Vendor AFLAC:	159.04
ACH	OREG	OR DEPT OF REVENUE	06/28/2024
		PR Batch 00001.06.2024 Workers' Comp - FR	PR Batch 00001.06.:
		PR Batch 00001.06.2024 State Transit Tax	PR Batch 00001.06.:
			16.10
			62.09

	PR Batch 00001.06.2024 Workers' Comp.	PR Batch 00001.06.:	16.10
	PR Batch 00001.06.2024 State Income Tax	PR Batch 00001.06.:	4,147.58
	PR Batch 00001.06.2024 Oregon Pd Leave Employ	PR Batch 00001.06.:	372.45
	Total for this ACH Check for Vendor OREG:		4,614.32
ACH OSGP	OR Savings Growth Plan	06/28/2024	
	PR Batch 00001.06.2024 OR Savings Growth Plan	PR Batch 00001.06.:	1,200.00
	Total for this ACH Check for Vendor OSGP:		1,200.00
ACH PERS	PERS	06/28/2024	
	PR Batch 00001.06.2024 Employee PERS	PR Batch 00001.06.:	3,560.18
	PR Batch 00001.06.2024 Employer PERS	PR Batch 00001.06.:	15,748.58
	PR Batch 00001.06.2024 PERS Units	PR Batch 00001.06.:	2.08
	PR Batch 00001.06.2024 PERS IAP	PR Batch 00001.06.:	337.87
	Total for this ACH Check for Vendor PERS:		19,648.71
ACH umpqua	Umpqua Bank - Salem Commercial	06/28/2024	
	PR Batch 00001.06.2024 Federal Income Tax	PR Batch 00001.06.:	5,992.28
	PR Batch 00001.06.2024 Medicare Employee	PR Batch 00001.06.:	900.10
	PR Batch 00001.06.2024 Medicare Employer	PR Batch 00001.06.:	900.10
	PR Batch 00001.06.2024 FICA Employee	PR Batch 00001.06.:	3,848.76
	PR Batch 00001.06.2024 FICA Employer	PR Batch 00001.06.:	3,848.76
	Total for this ACH Check for Vendor umpqua:		15,490.00
23753 ZZAKS	AKS Engineering & Forestry	06/28/2024	
6715-00-32	COR engineering svcs, COS cost reimb, SW SDC r		429.75
6715-38-25	3rd & Delaney intersection, contractor contact and c		887.50
6715-40-32	Dist main, RailPros coord, progress on as-built draw		3,438.75
6715-46-18	Chicago st storm drain upsizing project support and		2,160.75
6715-50-03	3rd st SW pipe replacement, bid addendum, project		382.00
	Total for Check Number 23753:		7,298.75
23754 ATTMOB	AT&T Mobility	06/28/2024	
06192024	TPD phone lines		358.90
06192024	City admin phone lines		45.83
	Total for Check Number 23754:		404.73
23755 CCISI	CIS	06/28/2024	
PO-TURI2021-00	24-25 Property/Liability Insurance Renewal		17,801.21
PO-TURI2021-00	24-25 Property/Liability Insurance Renewal		9,889.56
PO-TURI2021-00	24-25 Property/Liability Insurance Renewal		3,296.52
PO-TURI2021-00	24-25 Property/Liability Insurance Renewal		34,943.12
	Total for Check Number 23755:		65,930.41
23756 CCIS	CIS Trust	06/28/2024	
	PR Batch 00001.06.2024 AD&D	PR Batch 00001.06.:	4.70
	PR Batch 00001.06.2024 Life Insurance	PR Batch 00001.06.:	32.53
	Total for Check Number 23756:		37.23
23757 SALE	CITY OF SALEM	06/28/2024	
71383-0001	Bulk wastewater		27,670.09
	Total for Check Number 23757:		27,670.09

23758	ZZCOMWIR S097621	Complete Wireless Solutions Radio install for new Police Vehicle	06/28/2024	4,910.20
			Total for Check Number 23758:	4,910.20
23759	CYBERFOX 048187 048187 048187	CYBERFOX Annual AutoElevate IT service Annual AutoElevate IT service Annual AutoElevate IT service	06/28/2024	525.00 210.00 315.00
			Total for Check Number 23759:	1,050.00
23760	TEAM324	GENERAL TEAMSTERS PR Batch 00001.06.2024 Teamsters 324	06/28/2024 PR Batch 00001.06..	233.00
			Total for Check Number 23760:	233.00
23761	LEAG 2024-200392	LEAGUE OF OREGON CITIES LOC Membership Dues	06/28/2024	2,939.64
			Total for Check Number 23761:	2,939.64
23762	NWHYDRO 3032 3032	NW HYDROVAC CORP Monthly JetVac rental Monthly JetVac rental	06/28/2024	500.00 1,000.00
			Total for Check Number 23762:	1,500.00
23763	RIGHT SI-187254 SI-187254 SI-187254	RIGHT! SYSTEMS, INC Annual Fortinet renewal (IT hardware) Annual Fortinet renewal (IT hardware) Annual Fortinet renewal (IT hardware)	06/28/2024	423.36 423.37 423.36
			Total for Check Number 23763:	1,270.09
23764	TEAMTRUS	TEAMSTERS 206 EMPLOYEE TRUST PR Batch 00001.06.2024 Teamsters Health/Dental IPR Batch 00001.06.. PR Batch 00001.06.2024 Co-pay/Health-employee PR Batch 00001.06..	06/28/2024	15,962.00 840.10
			Total for Check Number 23764:	16,802.10
23765	ZIPLY JUNE 2024	ZIPLY FIBER TPD Fax line	06/28/2024	83.14
			Total for Check Number 23765:	83.14
23769	SALE 83860-0002	CITY OF SALEM Bukj water	06/28/2024	23,300.64
			Total for Check Number 23769:	23,300.64
23770	LITTAU 4664	LITTAU POWER EQUIPMENT New chain saw blades and sharpening	06/28/2024	198.45
			Total for Check Number 23770:	198.45
23771	McClure OCCMA Conf	Scott McClure OCCMA conference meal & mileage	06/28/2024	193.12
			Total for Check Number 23771:	193.12
23772	ONE 4060500	ONE CALL CONCEPTS, INC. Utility locates	06/28/2024	9.80

		Total for Check Number 23772:	9.80
23773 PRATUMCO	Pratum Coop Warehouse	06/28/2024	
154176PW	PW Fuel		132.97
154176PW	PW Fuel		132.97
154176PW	PW Fuel		199.46
154176PW	PW Fuel		199.46
		Total for Check Number 23773:	664.86
23774 PRATUMPD	PRATUM COOP WAREHOUSE	06/28/2024	
152715Police	TPD Fuel		958.51
		Total for Check Number 23774:	958.51
23775 PSLG	PUBLIC SAFETY LABOR GROUP	06/28/2024	
15390	Monthly retainer		40.00
		Total for Check Number 23775:	40.00
23776 SEGURA	GUILLERMINA SEGURA	06/28/2024	
261935	City Hall bi-weekly cleaning		150.00
		Total for Check Number 23776:	150.00
23777 ULTREX	Ultrex Business Solutions	06/28/2024	
INV153863	Contract overage March-June 24		32.18
		Total for Check Number 23777:	32.18
23778 ZZWHEAT	Wheat, LLC	06/28/2024	
7354	Monthly street sweeping		671.70
		Total for Check Number 23778:	671.70
		Total for 6/28/2024:	197,460.71
23766 COUNTRYP	ELISABETH DUNHAM	07/02/2024	
JULY 4 2024	JULY 4 PERFORMANCE		1,500.00
		Total for Check Number 23766:	1,500.00
23767 NACRELLI	JAKE NACRELLI	07/02/2024	
JULY 3 2024	JULY 3 PERFORMANCE		800.00
		Total for Check Number 23767:	800.00
23768 RNR COWB	ROCK N ROLL COWBOYS	07/02/2024	
JULY 3&4 2024	JULY 3 & 4 PERFORMANCES		2,400.00
		Total for Check Number 23768:	2,400.00
		Total for 7/2/2024:	4,700.00
		Report Total (47 checks):	229,570.32



TURNER CITY COUNCIL

MEETING MINUTES

June 27, 2024

The regular meeting at Turner City Hall was called to order at 7:00 PM by Mayor Horning. Councilors Schaufler, Miller, Jung, Doran, and Vetter were in attendance. Administrator McClure, and Police Chief Taylor were also present.

Public Comments- Patrick Howland, Eastwood Dr. reported that a drunk driver hit a car while kids were out playing on Eastwood. He called 911 and nobody was available. He was transferred to Marion Co police, no one showed up until 7 am the next morning. The stop sign on that corner doesn't stop people. Something has got to change before a child, or anyone/pets etc., gets hurt.

Councilor Doran agrees, but noted you can't change how people drive.

Councilor Miller asked about suggestions regarding police service after 8:00 p.m. Councilor Schaufler noted that it would be a bunch of money to hire another officer. Councilor Miller asked about how much it would cost. Administrator McClure noted around \$120,000, which would be \$10-\$15 added per month to the water bill.

The Police Chief went over what shifts the police force in Turner cover. All 3 officers work 10 hours shifts. It varies so that the "bad guys" don't know when officers will be on. Chief also explained how dispatch works.

Councilor Miller asked if a camera on the stop sign would work. Chief explained that the law only allows for cameras at stop lights.

Council Member Comments- Councilor Vetter asked the Police Chief about the alcohol sign at the Lake. Is it working? Are people mad, etc? The Chief noted that it is going to be a summer to educate people. But so far there haven't been to many issues, but it is still early.

Councilor Miller wanted it on the record that Officer Nix is wonderful for finding the correct home where a 911 call came from, but wrong address was given.

Consent Calendar

- A) Accounts payable since June 7, 2024
- B) Council Minutes- June 13, 2024

Councilor Schaufler moves to approve and Councilor Jung 2nd, unanimous.

Discussion & Direction: Miniature Farm Animal Exemption Standards

Administrator McClure noted at the prior council meeting that the single request for a mini pony was approved. The proposed criteria is small farm animals under a certain size and weight and only one animal allowed for ½ acre or larger. Went over some basic rules, manure requirements and setback requirements are needed as well.

Councilor Schaufler asked if there is any application or just an informal request. Who is going to go out and inspect infrastructure? Administrator McClure noted it would be him.

Councilor Schaufler wants people to comply prior to Council approval of said animals, also asking how we're going to keep up with compliance. Administrator McClure noted if there is a complaint then he would go out to inspect said complaint, cite them, and force removal of animal if applicable.

Councilor Miller and Councilor Schaufler want one acre and not ½ acre lots. Councilor Jung asked if there are really going to be that many people wanting animals on ½ acre. He feels this is a fair place to start.

Councilor Schaufler wants to know who is going to pay for it and feels there should be a \$150 permit fee. There needs to be more form to this. Mayor Horning asked if we had a fee and application would Councilor Schaufler approve this?

Mayor Horning looked at all the ½ acre lots in town and doesn't feel that there are going to be that many people using them for animals.

Councilor Schaufler wants 1 acre and \$150 fee and follow up compliance. Councilor Jung doesn't agree with \$150 but would agree with \$50 fee and ½ acre is plenty of room for 2 animals.

Councilor Vetter is good with ½ acre or larger lots with no fee. She feels this is what we are here for, to serve our constituents. Administrator McClure noted that there are fees for other additional services, and listed examples.

Councilor Miller noted that cows are a mess, and they will smell, and that the acre is the size it should be. Councilor Doran noted ½ acre is fine and the list of animals is fine and having the administration evaluating is fine, also notes no fee.

Mayor Horning commented what ½ acres lots are in sq. feet with a house on it. Mayor doesn't feel that this is going to be an issue at all. He also feels charging a fee is reasonable.

Councilor Jung moves to approve the standards as written, with application form and fee brought back for review. Councilor Doran 2nd, 3 yays, 2 nays.

Administrator Report- Administrator McClure noted upcoming capital projects. One is a crosswalk project on 3rd and Delaney and the other being the stormwater project in Downtown and near the Turner Lumber yard on 3rd St.

Administrator McClure shared 4th of July overview and shuttle services, and that a contractor is providing the shuttle services. Also mentioned July 3rd kickoff event.

Business report- DJ Thommen comments- Business owners group meeting was held last night June 26, 2024. 16 people signed in. He shared the award-winning business in town, Winding Creek. Mentioned the meeting got a little "spirited" regarding signage in town. The meeting group also noted they wanted to do a Facebook business group page. Also wanting to make the group formal, like a chamber or something of that sort... they are working on it.

DJ Thommen then asked the Council "What is Turner missing?" What are the daily needs that we are missing, he wants to target that. Something like we did to recruit Dollar General. He asked the Council for their input and thoughts.

Councilor Miller would like fresh produce and a pharmacy.

Public Comments-

Council Member Comments- Mayor Horning met with the CEO of Santiam Hospital last night regarding the potential move to Turner. A time will be set up for her to come talk to the Council about the possibilities of that move.

Councilor Doran asked if there needs to be an update to their contract.
Administrator McClure noted that we will need to update that.

The Council adjourned at 7:58 pm

Steve Horning, Mayor

Scott D McClure, City Administrator

City of Turner
Miniature Farm Animal Exemption Standards and Application

Exemption Standards

Turner City Code Section 5.11.02, regulates the types of animals that can be kept within the City. To gain an exemption from these rules, a request must be made to the City Council. The Council has developed the following standards for an exemption request:

Animals Allowed - horse, goat, donkey, pig, sheep

Size of animal - less than 38" in height and under 350 pounds

Number of animals allowed - one (total) per lot

Minimum Lot Size - .5 acre

Animals must be fully contained

Animal must be cared for according to generally accepted standards

Animal must be maintained in a way that does not cause a nuisance

Manure piles need to be located at least 25' from a property line and 50' from a floodway

Exemption Application

Name:

Phone Number:

Address:

Animal Requested (type and size):

Please submit a detailed map of the property which notes animal containment, pens and manure pile locations.

A \$50 non-refundable fee will be charged to process this application.

EMPLOYMENT AGREEMENT-POLICE CHIEF

THIS AGREEMENT made and entered into this 11th day of July, 2024, between the CITY OF TURNER, State of Oregon, a municipal corporation, hereinafter referred to as "City" and Donald Taylor, both of whom understand the following:

WHEREAS, it is the desire of the City to: 1) retain the services of Mr. Taylor as Police Chief; 2) to specify certain conditions of employment and set working conditions, 3) provide a just means of terminating Mr. Taylor's services at such time as he may be unable to discharge his duties or when the City may desire to otherwise terminate his services; and

WHEREAS, Mr. Taylor desires employment as Police Chief of said City;

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

City agrees to employ Mr. Taylor in the office of Chief of Police of the City of Turner to perform the functions and duties specified in the Office of Chief of Police job description as well as such other legally permissible and proper duties and functions as the City Council shall from time to time specify. These duties shall include the right to manage police personnel, including the authority to discipline and impose economic sanctions. Final approval of employee termination shall be under the authority of the City Administrator.

Section 2. Term

- A) The term of this agreement shall be July 1, 2024 and will continue until termination by either party.
- B) This agreement shall be subject to negotiations for revisions as needed. Mr. Taylor is an at-will employee.
- C) Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate Mr. Taylor at any time, for any reason, subject only to the provisions set forth in Section 3, paragraphs A and C of this agreement.
- D) Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Mr. Taylor to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraph B of this agreement.
- E) Except as otherwise agreed to between the parties, Mr. Taylor agrees to remain in the exclusive employ of the City and not become employed by any other employer until termination is affected as hereinafter provided, without the express written approval of the City Council.

Section 3. Termination and Severance Provisions

A. The City retains the right to terminate the services of Mr. Taylor with or without cause at any time except that, under no circumstances will the City have the right to terminate Mr. Taylor during the three months following a regularly scheduled general election of the City Council. Should his services be terminated without cause, or should the agreement not be renewed at the end of its term, Mr. Taylor shall be entitled to severance pay equal to two months' wages and medical benefits being provided to him at the time on the same terms as at the time of the termination. The City shall not be obligated to provide severance pay in the event Mr. Taylor is indicted for any criminal conduct.

B. In the event Mr. Taylor voluntarily resigns his position with the City before expiration of the terms of employment as set forth herein, then Mr. Taylor shall give the city sixty days' notice in advance unless such notice requirement is waived or modified by the mutual agreement between Mr. Taylor and the City Council. Should Mr. Taylor voluntarily resign his position with the City, the City shall compensate only as provided in paragraph C of this section.

C. Upon his retirement, resignation, or termination from the City, Mr. Taylor shall be compensated for any unused vacation and/or compensatory time that he may have accumulated during his tenure with the City.

Section 4. Salary

A. City agrees to pay Mr. Taylor for his services rendered pursuant hereto, a monthly salary of \$8,467.52, payable at the same time as other employees of the city are paid. This monthly salary shall commence with the effective date of this agreement. Thereafter Mr. Taylor's salary shall be subject to the same cost-of-living adjustments received by regular staff through the CBA.,

B. City agrees to adjust the salary of Mr. Taylor in such amounts and to such an extent as the City may determine desirable on the basis of an annual performance appraisal and review of Mr. Taylor. The performance appraisal and review shall include a review of Mr. Taylor's performance in regard to the City's goals and objectives.

C. Mr. Taylor shall be eligible for participation in the State of Oregon Public Employees Retirement System (PERS). The City shall pay Mr. Taylor's portion of the contribution to the PERS system. Mr. Taylor shall be subject to the rules, terms and requirements of the PERS system.

Section 5. Hours of Work

The parties acknowledge that the performance of the duties of Police Chief constitutes a full time (40 hours per week) position. Mr. Taylor is hereby granted flexibility in scheduling those hours as long as such scheduling does not interfere with any of his

duties as Police Chief. It is recognized that in addition to the 40-hour week, Mr. Taylor may devote significant time outside of normal office hours to the business of the City, and to that end, Mr. Taylor will be allowed to take compensatory time off as he shall deem appropriate during normal office hours. Mr. Taylor will be allowed to accrue up to 80 hours of Comp Time that maybe carried over at the end of the fiscal year.

Section 6. Auto Allowance

Mr. Taylor must attend numerous official meetings and gatherings on behalf of the City. The City shall reimburse Mr. Taylor for actual mileage, at the IRS rate in effect at the time of such travel, for travel associated with the use of his private motor vehicle on behalf of the City

Section 7. Professional Development

City agrees to budget and pay the registration, travel and subsistence expense of Mr. Taylor for professional meetings adequate to continue the professional development of Mr. Taylor. Such costs shall include membership in the State of Oregon Police Chiefs Association.

Section 8. Health and Medical Insurance

The City agrees to provide the same insurance coverage to Mr. Taylor as is currently provided through the city employees' collective bargaining agreement.

Section 9. Other Benefits

- A Vacation, Sick Time and Holidays. Mr. Taylor shall accrue all such benefits as per schedules in the city employees' collective bargaining agreement.
- B. Life Insurance. Mr. Taylor shall be provided life insurance in an amount equal to his annual salary.
- C. Mr. Taylor will receive other employee benefits as provided to City employees if not specifically set forth herein.
- D. Legal Coverage. Mr. Taylor will be provided legal coverage for potential criminal investigations and charges arising from performance of his duties as an employee.

Section 10. Other Terms and Conditions of Employment

The City Council may adopt such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Mr. Taylor, provided such terms and conditions are consistent with the provisions of this agreement, the City Charter, or any other law.

Section 11. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Mr. Taylor's estate.
- C. This agreement shall become effective upon its signature, and supersedes and replaces any prior offers, communications, inducements or representations made prior to the execution of this agreement
- D. If any provision, or portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Any dispute arising from or relating to this agreement shall be resolved through binding arbitration under the provisions of ORS 36.600, et seq., the Uniform Arbitration Act. No action or claim arising from or relating to this agreement shall be brought before any court except as provided by the Uniform Arbitration Act.

In the event either party shall initiate any claim, suit, action or appeal on any matter arising from or relating to this agreement, that party initiating the same shall bear their own costs, expenses or fees incurred in bringing and pursuing that claim, suit, action or appeal. Any party defending from any claim, suit, action or appeal shall also bear their own costs, expenses or fees, including attorney fees, incurred in the defense of the same. Under no circumstances shall any party be required to pay any other party, or parties, costs, expenses or fees, including attorney fees, without regard to whoever might prevail in any such claim, suit, action or appeal.

IN WITNESS WHEREOF, the Common Council has approved of this employment agreement and has authorized the Mayor to sign on behalf of the City of Turner and Mr. Taylor has signed and executed this agreement, both in duplicate, the day and year first above written.

Donald Taylor, Police Chief Date

Scott D. McClure, City Administrator Date