

CITY OF SWEET HOME CITY COUNCIL AGENDA

March 11, 2025, 6:30 PM Sweet Home City Hall, 3225 Main Street Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones - Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, visit http://live.sweethomeor.gov. If you do not have access to the internet, you can call in to 541-367-5128, choose option #1, and enter the meeting ID to be logged in to the call. Meeting ID: 276 473 769 028

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

- I. Call to Order & Pledge of Allegiance
- II. Roll Call

III. Consent Agenda

- a) Approval of Minutes:
 - i) <u>2025-02-25 City Council Work Session Minutes</u>
 - ii) 2025-02-25 City Council Meeting Minutes
 - iii) 2025-03-03 City Council Executive Session Minutes

IV. Recognition of Visitors & Hearing of Petitions

V. New Business

- a) <u>Request for Council Action Resolution No. 7 for 2025 Approving the City Manager</u> <u>Employment Agreement</u>
- b) <u>Request for Council Action Approving a Memorandum of Understanding for Managed</u> <u>Outreach & Community Resource Facility (FAC)</u>

VI. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills
 - i) Request for Council Action Ordinance No. 2 for 2025 Adopting Camping Regulations
- b) Second Reading of Ordinance Bills
- VII. Reports of Committees

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

Administration, Finance & Property Committee – President Pro Tem Thorstad Community Health Committee – Councilor Bronson

- i) <u>2025-02-26 Community Health Committee Meeting Minutes</u>
- ii) <u>Community Resource List</u>

Library Advisory Board - Councilor Augsburger

Park & Tree Committee – Councilor Hegge

Planning Commission

Public & Traffic Safety Committee – President Pro Tem Thorstad & Councilor Richards

Area Commission on Transportation – Councilor Sanchez, Councilor Bronson (alternate)

Chamber of Commerce – Councilor Hegge

Charter Review Committee

Council of Governments - Councilor Bronson, Councilor Sanchez (alternate)

Solid Waste Advisory Council - Councilor Richards

VIII. Department Reports

Library Services Director

- i) Library Director Report February 2025
- ii) SHPL March 2025 Newsletter

Public Works Director

i) Public Works Director Report – February 2025

Finance Director

i) <u>Finance Department Report – February 2025</u>

IX. Reports of City Officials

City Manager's Report

Mayor's Report

- X. Council Business for Good of the Order
- XI. Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

February 25, 2025, 5:30 PM Sweet Home City Hall, 3225 Main Street Sweet Home, OR 97386

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Call to Order & Pledge of Allegiance

The meeting was called to order at 5:30 PM.

Roll Call

PRESENT Mayor Susan Coleman President Pro Tem Josh Thorstad Councilor Chelsea Augsburger Councilor Ken Bronson Councilor Aaron Hegge Councilor Dylan Richards Councilor Angelita Sanchez

STAFF

Cecily Hope Pretty, City Manager Pro Tem Angela Clegg, Planning & Building Manager Blair Larsen, City Attorney Adam Leisinger, Special Projects Manager Jason Ogden, Police Chief Greg Springman, Public Works Director

MEDIA Sarah Brown, The New Era

GUESTS Jayme Pierce, League of Oregon Cities General Counsel Robin Klein, League of Oregon Cities Assistant General Counsel

Work Session – League of Oregon Cities City Council Training

Jayme Pierce and Robin Klein provided training on high functioning City Councils, and Council roles and responsibilities. They reviewed the definition of a team and what makes teams successful, the habits of effective Councils, and the roles and responsibilities of Councilors, the Mayor, the City Manager, and staff under the City Charter. They provided resources for additional City Council training.

Adjournment There being no further discussion, the meeting was adjourned at 6:43 PM.

-	
	Mayor
ATTEST:	
City Manager Pro Tem – Ex Officio City Recorder	
City Manager Pro Tem – Ex Officio City Recorder	



CITY OF SWEET HOME CITY COUNCIL MINUTES

February 25, 2025, 6:30 PM Sweet Home City Hall, 3225 Main Street Sweet Home, OR 97386

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Call to Order & Pledge of Allegiance

The meeting was called to order at 6:49 PM.

Roll Call

PRESENT Mayor Susan Coleman President Pro Tem Josh Thorstad Councilor Chelsea Augsburger Councilor Ken Bronson Councilor Aaron Hegge Councilor Dylan Richards Councilor Angelita Sanchez

STAFF

Cecily Hope Pretty, City Manager Pro Tem Angela Clegg, Planning & Building Manager Blair Larsen, City Attorney Adam Leisinger, Special Projects Manager Jason Ogden, Police Chief Greg Springman, Public Works Director

MEDIA

Sarah Brown, The New Era

GUESTS

Denise Lovejoy, 1172 43rd Avenue, Sweet Home, OR 97386 Dawn Miller, 331 8th Avenue, Sweet Home, OR 97386 Theresa Howard, 1253 Linden Court, Sweet Home, OR 97386 David Lowman, 2230 Main Street, Sweet Home, OR 97386 Nancy Patton, 3041 Foothills Drive, Sweet Home, OR 97386 Alonna Sanchez, 2415 Long Street, Sweet Home, OR 97386 Matthew Bechtel, 108 Holley Road, Sweet Home, OR 97386 RB Lamber, 4615 Long Street, Sweet Home, OR 97386 Renita Cohen, 431 7th Avenue, Sweet Home, OR 97386 Vincent Mack, 2415 Long Street, Sweet Home, OR 97386 Elisabeth Curtis, 1769 12th Avenue, Sweet Home, OR 97386 Brandy Wysong-Frick, 4680 Long Street, Sweet Home, OR 97386 Sherry James, 960 Poplar Street, Sweet Home, OR 97386 Gary Jarvis, 2941 Foothills Drive, Sweet Home, OR 97386 Karee McCollum, 1031 1st Avenue, Sweet Home, OR 97386 Susie Ford, 609 6th Avenue, Sweet Home, OR 97386

Matt Coleman, 411 Nandina Street, Sweet Home, OR 97386 Robert Egner, 28628 Ridgeway Road, Sweet Home, OR 97386

Consent Agenda

Approval of Minutes:

- a) 2025-02-11 City Council Work Session Minutes
- b) 2025-02-11 City Council Meeting Minutes
- c) 2025-02-18 City Council Work Session Minutes

Councilor Richards moved to approve the Consent Agenda. Councilor Augsburger seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Bronson, Hegge, Richards, Sanchez NAY: None

Recognition of Visitors & Hearing of Petitions

a) Life Saving Award

Chief Ogden recognized Officer Daniel Gerkman and presented him with a Life Saving Award for his intervention in a cardiac arrest call.

Gary Jarvis asked for a point of order regarding time limits for speakers regarding an agenda item. Mayor Coleman directed City Attorney Larsen to confirm the rules regarding time limits.

Mayor Coleman recognized those registered to speak.

Denise Lovejoy expressed concern with Councilor behavior she felt was not in the best interest of taxpayers. She asked that funds be spent according to Sweet Home's needs.

Dawn Miller stated that she was the Chief Petitioner of the current petition to modify the Sweet Home Charter. She stated that the intention of the petition was not a negative reaction to the current or past Mayors of Sweet Home but rather to reflect what she believed was the desire of Sweet Home voters.

Theresa Howard expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

David Lowman expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Nancy Patton expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Mayor Coleman asked for an update from City Attorney Larsen regarding time limits to speak on agenda items. City Attorney Larsen reviewed multiple sections of the City Rules and clarified that speakers would be required to limit their comments to three minutes.

New Business

a) Request for Council Action – Resolution No. 6 for 2025 – Charter Amendment Referral for Direct Election of the Mayor

City Attorney Larsen reviewed the history of the item and stated he drafted a ballot measure as determined by consensus at the February 18, 2025 City Council Work Session. He noted that February 28, 2025 was the deadline for City Council to approve a resolution referring the item to the ballot. He stated that if approved by voters, the first impacted election would occur in November 2026. He noted that if a Councilor was elected Mayor and had time remaining in their term, it would create a vacancy that would need to be filled by Council appointment. He stated that items placed on the ballot in odd numbered years would incur costs to the City. He reviewed next steps if the Resolution were passed, including a seven business day challenge period in Linn County Circuit Court.

Councilor Bronson expressed support for delaying the amendment to the May 2026 ballot to save on costs and to resolve the issue of a potentially appointed Councilor.

Mayor Coleman expressed support for delaying the amendment to the May 2026 ballot to save on costs. She stated that the item was a top priority for the Charter Review Committee to examine, in addition to other items.

Councilor Sanchez expressed support for referring the amendment to the May 2026 ballot.

Mayor Coleman reminded Councilors that Public Comment did not necessarily represent the view of the entire community.

Councilor Richards expressed support for referring the amendment to the May 2026 ballot.

Councilor Augsburger expressed support for referring the amendment to the May 2026 ballot.

Councilor Hegge expressed concern with spending money on an election when other initiatives were delayed due to lack of funding.

Councilor Augsburger asked of the process through which Charter Review Committee Members were appointed while other boards and committees typically utilized a different process. Mayor Coleman stated that the Mayor had the power to appoint all members to all boards and committees and stated that she sought diverse perspectives when selecting appointees to the Charter Review Committee.

President Pro Tem Thorstad expressed concern with City Council making direct appointments if there was a vacancy due to an election and asked of solutions to amend the ballot referral. City Attorney Larsen stated that it could be difficult to predict the outcome of modifications to the referral.

Councilor Sanchez suggested that the Charter Review Committee could examine potential additional amendments to address any concerns raised through the current proposed changes for consideration in a future election.

Councilor Hegge asked if there was any training specific to a Mayoral candidate. City Attorney Larsen replied that there was not and that they received the same training as the other Councilors.

Mayor Coleman recognized those registered to speak.

Alonna Sanchez expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Matthew Bechtel expressed support to delay the amendment to the May 2026 ballot.

RB Lamber expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Renita Cohen expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Vincent Mack expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Elisabeth Curtis expressed support to delay the amendment to the May 2026 ballot and expressed concern with the potential influence of money on Mayoral elections.

Brandy Wysong-Frick, 4680 Long Street, expressed support to amend the Charter for a direct election of the Mayor.

Sherry James expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Gary Jarvis expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Carri McCollom expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Susie Ford expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Matt Coleman expressed support to delay the amendment to the May 2026 ballot.

Robert Egner expressed support to amend the Charter for a direct election of the Mayor and asked City Council to refer it to the ballot.

Mayor Coleman noted concerns she had heard from the community regarding the influence of money on a Mayoral election.

Councilor Sanchez stated that anyone was allowed to challenge the residency of a declared candidate.

Councilor Bronson reiterated his support for delaying the amendment to May 2026.

Councilor Augsburger stated that she received community feedback expressing support for spending tax dollars on a May 2025 election.

Mayor Coleman expressed support for allowing the Charter Review Committee the opportunity to review the proposed amendment and address any issues before recommending it for a public vote.

Councilor Augsburger asked whether the Charter Review Committee could recommend modifications if the amendment were approved on the May 2025 ballot. City Attorney Larsen replied that this was correct but there was no guarantee that recommendations from the Committee would also be approved by voters.

Mayor Coleman asked if staff was aware of any attempts to amend the Charter for a direct election of the Mayor since the previous Charter Review Committee was convened in 2021. City Manager Pro Tem Pretty replied that they were not.

Councilor Sanchez moved to approve Resolution No. 6 for 2025. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Richards, Sanchez, Thorstad, Augsburger NAY: Coleman, Hegge ABSTAIN: Bronson

Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

a) Request for Council Action – Ordinance No. 1 for 2025 – Ordinance No. 1330 – Amending Ordinances No. 427, 825, 975, 1224, and 1322

City Attorney Larsen stated that the Ordinance proposed to amend Ordinances lacking the required enacting clauses. He read Ordinance No. 1 for 2025 by title only.

President Pro Tem Thorstad moved to approve Ordinance No. 1 for 2025. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Bronson, Hegge, Richards, Sanchez NAY: None

Reports of Committees

Community Health Committee – Councilor Bronson

Library Advisory Board – Councilor Augsburger

Park & Tree Committee – Councilor Hegge

a) 2025-01-15 Park & Tree Committee Meeting Minutes

Planning Commission

Public & Traffic Safety Committee – President Pro Tem Thorstad & Councilor Richards

a) 2025-02-12 Public & Traffic Safety Committee Meeting Minutes

Area Commission on Transportation – Councilor Sanchez (Councilor Bronson, alternate)

Chamber of Commerce – Councilor Hegge

Charter Review Committee

Council of Governments – Councilor Hegge

Solid Waste Advisory Council - Councilor Richards

Councilor Hegge stated that the Park & Tree Committee met with the Beautification Committee to discuss plans for future plantings. He noted that Arbor Day would be celebrated on April 26th in Sankey Park.

Councilor Augsburger stated that the Library Board was canceled due to inclement weather.

Department Reports

Police Chief

a) Police Department Report – January 2025

Police Chief Ogden highlighted improvements in multiple crime categories.

Reports of City Officials

City Manager's Report

City Manager Pro Tem Pretty thanked the Public Works Department and Police Department for their quick responses to wind damage and incidents in the recent inclement weather.

Mayor's Report

Mayor Coleman thanked those who responded to a recent community survey. She stated that the History Jamboree would be visiting on March 28th and March 29th to research the history of Sweet Home prior to the construction of Foster Dam. She highlighted the Sweet Home Early Literacy Program through the Sweet Home School District.

Council Business for Good of the Order

Councilor Bronson highlighted the success of local school sports teams in District and State Championships. He highlighted the recent Fun Run fundraiser to support the New Era.

Councilor Sanchez thanked those who engaged with City Council during Public Comment. She stated that campaign finance could be researched through ORESTAR. She noted upcoming changes to campaign finance regulations.

Adjournment

There being no further discussion, the meeting was adjourned at 8:26 PM.

ATTEST:

Mayor

City Manager Pro Tem – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

March 03, 2025, 5:30 PM Sweet Home City Hall, 3225 Main Street Sweet Home, OR 97386

Call to Order

The meeting was called to order at 5:36 PM.

Roll Call

PRESENT Mayor Susan Coleman President Pro Tem Josh Thorstad Councilor Chelsea Augsburger Councilor Ken Bronson (6:27 PM) Councilor Aaron Hegge Councilor Dylan Richards Councilor Angelita Sanchez

Executive Session

Mayor Coleman read the Executive Session statement:

The Sweet Home City Council Executive Session is held pursuant to:

ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent; and

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

Official representation of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to remain outside the room during the Executive Session. Representatives of the news media are specifically directed not to report on any of the discussions during Executive Session, except to state the general subject of the session as previously announced. No formal actions may be taken in Executive Session.

Formal actions to be taken, if any, as a result of the Executive Session will be conducted during the Council's regular session.

Councilor Bronson entered the Executive Session at 6:27 PM.

Adjournment There being no further discussion, the meeting was adjourned at 6:29 PM.

ATTEST:

Mayor

City Manager Pro Tem – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Preferred Agenda:	Request for Council Action – Resolution No. 7 for 2025 – Approving the City Manager Employment Agreement March 11, 2025
Submitted By:	Cecily Hope Pretty, City Manager Pro Tem
Reviewed By:	Blair Larsen, City Attorney
Type of Action:	Resolution $ extsf{M}$ Motion $ extsf{M}$ Roll Call $ extsf{M}$ Other $ extsf{M}$
Relevant Code/Policy:	Sweet Home City Charter Chapter II, Section 4; Chapter VI, Section 20
Towards Council Goal:	Be an Effective & Efficient Government
Attachments:	Resolution No. 7 for 2025; Sweet Home City Manager Employment Agreement

Purpose of this RCA:

The purpose of this Request for Council Action is to review and approve a City Manager Employment Agreement with Jason Ogden to serve in a dual role as City Manager and (continuing) Police Chief.

Background/Context:

The previous City Manager concluded employment with the City of Sweet Home in August 2024. City Council appointed Chief Ogden as City Manager Pro Tem and directed staff to conduct an internally-hosted search for the next City Manager, and the recruitment strategy was approved during the City Council meeting on October 8, 2024.

Staff prepared a recruitment brochure and opened the application from October 9, 2024, to November 22, 2024. From that list, staff provided a review of the applicants to the City Council. A thorough review of the applicants, including a final scoring of the top applicants, has resulted in City Council extending an offer to Chief Ogden as the top applicant. He has accepted the offer with a planned start date of March 12, 2025.

The Challenge/Problem:

The City of Sweet Home has been without a permanent City Manager since August 2024. Selection of a permanent City Manager will allow for more continuity of operations, as well as consistency and stability for constituents, staff, and City Council.

Issues and Financial Impacts:

The City Manager role is a budgeted position. Additionally, allowing Chief Ogden to serve in a dual role will lessen impacts to the General Fund and other funds, as a more significant portion of his salary and benefits can be allocated to the Police Department and there are no current plans to hire an additional person to backfill the role at the same Police Chief rate.

Elements of a Stable Solution:

Timely approval of a City Manager Employment Agreement to allow the City to move forward under a permanent manager

Options:

- 1. <u>Do nothing:</u> The City Council could choose not to approve the agreement, in which case the City will continue to operate under the current City Manager Pro Tem until a permanent City Manager is selected or the Pro Tem's term ends, whichever is sooner.
- 2. <u>Move to amend Resolution No. 7 for 2025</u>: The City Council could move to amend the resolution and associated agreement.
- 3. <u>Move to approve Resolution No. 7 for 2025 as proposed:</u> This will allow the Mayor and City Manager-select Jason Ogden to execute the employment agreement for the new City Manager to take office on March 12th.

Recommendation:

Staff recommends Option 3: Move to approve Resolution No. 7 for 2025 as proposed.

RESOLUTION NO. 7 FOR 2025

A RESOLUTION APPROVING THE CITY MANAGER AGREEMENT WITH JASON OGDEN.

WHEREAS, the Sweet Home City Council has extended an offer of employment to Jason Ogden for the joint position of City Manager and Police Chief; and

WHEREAS, the Council desires to enter into an employment agreement with Jason Ogden for the position of City Manager for the City of Sweet Home and Jason Ogden has agreed to the terms of the contract as present;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SWEET HOME, AS FOLLOWS:

The Sweet Home City Council hereby approves the employment contract between the City of Sweet Home and Jason Ogden substantially in the form attached hereto as Exhibit A and directs and authorizes the Mayor to enter into the agreement upon satisfaction of the conditions outlined in the terms of the offer of employment.

This Resolution shall be effective immediately upon its passage.

PASSED by the Council and approved by the Mayor this 11th day of March, 2025.

ATTEST:

Mayor

City Manager Pro Tem - Ex Officio City Recorder

CITY MANAGER EMPLOYMENT CONTRACT

This EMPLOYMENT CONTRACT is made and entered into effective the 12th day of March, 2025, by and between the City of Sweet Home ("City") and Jason Ogden ("Manager" or "Employee"), referred to collectively as "Parties".

- 1. <u>TERM</u>: Manager's initial date of assignment and anniversary date of his employment as City Manager is March 12th, 2025.
- 2. <u>DUTIES AND AUTHORITY</u>: City agrees to employ Jason Ogden as its City Manager to perform the functions and duties specified in the City Charter, City Code, ordinances and job description as may be adopted and amended by the City Council periodically, and to perform other legally permissible and proper duties and functions of the Office of City Manager as assigned by the Mayor and City Council periodically. Manager hereby accepts employment as City Manager.

The Mayor and City Councilors affirm their commitment to the principal of noninterference in the City's administration as necessary to the orderly and efficient implementation of City Council policy and City Charter requirements. The Mayor and City Council will direct their concerns and communications to City staff through the Manager. Manager agrees to respond promptly to all inquiries from the Council whether made individually or collectively.

While serving as City Manager, Employee shall continue to perform his duties as the Chief of Police of the City of Sweet Home, a position Employee has held since November 30, 2022, and holds as a career peace officer. Employee's initial date of hire as a Sweet Home police officer and anniversary date of employment by the City is October 24,1997. For all purposes related to Employee's length of City service and employment, Employee's initial date of hire as a police officer shall be used.

All matters related to duties as Chief of Police are subject to the management, control, discretion, and Charter prerogatives of the Manager and therefore shall have no bearing on the Mayor's and Council's evaluation, supervision, and direction overseeing Employee in his capacity as City Manager. The Mayor and Council specifically acknowledge this Charter-based imperative. However, the Parties also recognize that the City Council may direct the City Manager and is not restrained from making known to the Manager the Council's desires, requests and recommendations concerning the management, operations and affairs of all City Departments. Therefore, the exercise of this proper governance role of the City Council shall not be deemed contrary to the intent and requirements of this Agreement or Charter respecting non-interference.

Nothing in this Agreement shall be construed or applied to diminish Employee's employment rights pertaining to Employee's role, responsibilities, duties and employment as Chief of Police.

If the Parties decide, for any reason other than commission of a crime for which Employee is criminally charged, that the Council and Manager or either of them prefer that he not continue to serve the City in the capacity of City Manager, upon discontinuation of his service as City Manager Employee shall be entitled to retain employment with all the benefits and entitlements he would have had if he continued to serve as Chief of Police continuously. In such event, the City may fix Employee's rate of pay and benefits as Police Chief as either (1) the pay and benefit package earned as City Manager, or (2) the pay and benefit package determined based on the escalator formula/principle established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employee's employment as Police Chief shall not be subject to the provisions regarding Section 8, Section 9, and Section 10 of this Agreement.

3. <u>COMPENSATION</u>: The salary range established for the City Manager is attached as Exhibit A to this Agreement. City shall set the Manager's initial salary at the step of the City Manager salary range nearest to and lower than the top step of the Police Chief salary range, which is Step F of the City Manager salary range, or \$163,570. Manager will be paid in accordance with City payroll practices applicable to other non-union represented employees. The City will pay Manager in equal installments at the same time as other employees of the City are paid.

Council will conduct City Manager performance evaluations upon completion of two six-month initial performance evaluation periods, during August 2025 and February 2026. Upon satisfactory completion of each evaluation period, Manager's base salary shall be increased to the next higher step. Thereafter Manager's performance shall be evaluated annually for the evaluation period March through February of each following year. Upon completion of a satisfactory performance review for the period ending August 2026, Manager's salary shall be increased to Step H.

The City Council shall conduct regular performance reviews of the Manager on a not less than annual basis during March of each year commencing in March 2026 consistent with the process set out in Section 11 below.

Based on traditional compensation considerations including but not limited to the City Manager labor market and comparability, cost of living adjustments for other City employee groups, and exceptional performance, the Council may adjust the steps of City Manager's salary range (including the then current base salary) for the successive annual term. Any adjustment shall be effective as of or retroactive to the Manager's anniversary date, even if the evaluation occurs after the anniversary date. Notwithstanding Section 18b below, an adjustment in Manager's base salary need not be undertaken by amendment of this Agreement.

In addition to the base salary adjustments described in the preceding paragraphs, Manager shall also receive cost-of-living adjustments, incentives and premiums, as well as other changes in benefits which the City Council ratifies, approves and grants to other full-time City police management employees.

- 4. <u>RETIREMENT</u>: Employee shall be duty bound at all times as Police Chief and a police officer. City shall continue to contribute to the Oregon Public Employees Retirement System (PERS) police and fire system while employed and serving as Police Chief in accordance with PERS rules based on the full amount of subject wages without allocation, reduction, offset, apportionment or adjustment based on time devoted to City Manager duties.
- 5. <u>HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS</u>: City shall continue to provide health, vision, and dental insurance benefits for the Manager (and his dependents, if so elected) equal to that provided other full-time City uniformed police management employees and pay the like amount of premium or portion of premium. Manager shall pay the portion of any premium(s) due in an amount/percentage equal to that required of other full-time City uniformed management employees.

City shall make group premium payments for life, accidental death, dismemberment, and long-term disability insurance coverages for Manager who may elect to participate in such group benefits.

6. <u>VACATION, MANAGEMENT, AND SICK LEAVE</u>: Manager shall accrue sick, vacation, and other leaves at the same rate accorded other full-time City uniformed police management employees, including 10 days (80 hours) paid management leave. Management leave has no cash value and is to be used, if at all, in the calendar year given. Manager may take such administrative leave at his discretion during the applicable calendar year and not otherwise.

Consistent with City policy, Manager shall accrue up to a maximum of two (2) times his annual accrual of vacation time (exclusive of holidays) recognized by the City. Manager shall be entitled to City-recognized holidays and two (2) personal holiday leave days. Manager shall accrue sick leave in accordance with City policy.

Manager may "cash out" vacation or sick leave in accordance with City policy.

Manager retains all existing accruals at the time of hire as City Manager.

- 7. <u>CELL PHONE</u>: Manager shall retain his current City cell phone. Manager's reasonable use of the cell phone for personal reasons and reasons of convenience shall be deemed a part of the Manager's compensation.
- 8. <u>VEHICLE</u>: In conjunction with Employee's duties as Chief of Police, Employee shall be provided a suitable police executive vehicle with appropriate emergency and communications equipment. Employee may use this emergency vehicle in the discharge of duties, and at such times and to the extent that Employee deems appropriate to remain in radio contact and be subject to call anywhere in a reasonable response area (Linn-Benton-Marion-Lane County area), or within the State of Oregon while performing public business. Incidental personal use of the assigned vehicle shall be deemed in the public interest because as Police Chief, Employee is subject to call when immediate response is required, and therefore personal use of the emergency vehicle when the Employee is within a reasonable response area described above is encouraged and shall not be regarded as a personal benefit or as compensation.
- 9. <u>TERMINATION</u>: City Council shall have the right to end Employee's employment as City Manager for any lawful reason, with or without cause. In such event, barring circumstances which would also constitute a disqualification and grounds to terminate employment as Chief of Police, Employee shall retain his role as Police Chief and be subject to a personnel action that places Employee on the Police Chief pay scale at the salary level which is the highest pay step of the Police Chief pay scale with benefits described in paragraph 2 of this Agreement, or an amount equivalent to Employee's rate of pay as City Manager, whichever is lower.
 - a. Termination from Manager role without Cause: This Agreement may be terminated by the City for any lawful reason whatsoever upon giving not less than thirty (30) days' written notice to the Manager.
 - b. Termination from Manager role with Cause: City may terminate this Agreement for cause. For the purpose of this Agreement, "cause" may be deemed to exist if:
 - i. The Manager willfully fails or refuses to comply with the terms of this Agreement and/or the lawful written policies, standards, and regulations of the City now in existence or as may be established

periodically;

- ii. The City has reasonable cause to believe the Manager has misappropriate City funds, goods, or services to either his own or some other private third party's benefit or committed any other act of willful misconduct, malfeasance, or neglect of duty related to the Manager's employment by the City which the City Council believes in good faith is detrimental to the interests of the City; or
- iii. The Manager is formally charged with a crime.
- 10. <u>AT WILL STATUS AND SEVERANCE</u>: It is understood by the parties that the employment relationship between the City and the City Manager in this capacity is employment at will and the City Manager enjoys those rights in that position which are set forth in this Agreement.

In the event Manager is released from employment as Manager by the Council without cause, and for any reason there exists an impediment which prevents Employee from continuing to serve as Police Chief other than "cause" described in paragraph 9 of this Agreement, such as health, disability or disqualification due to circumstances beyond Employee's control, in such event the City shall pay Employee severance in an amount which is equivalent to full compensation with benefits for six (6) months.

- 11. <u>RESIGNATION</u>: Manager may voluntarily resign his position as Manager and terminate this Agreement upon providing the Mayor a minimum of sixty (60) days' notice, unless the parties agree otherwise in writing without in any way affecting his employment as Police Chief, which in such event shall continue as described in this Agreement.
- 12. <u>PERFORMANCE EVALUATION</u>: The City Council shall review the performance of the Manager in October of each year subject to a process, form, criteria and format identified and agreed upon by the City Council and City Manager and approved consistent with ORS 192.660(7)(d)(D). The process at a minimum shall include the opportunity for both Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a summary of the evaluation results.

In addition, during the initial twelve (12) months of employment, Mayor, Council, and Manager will address priorities and particular desires which the Manager, Mayor, and Councilors may identify periodically. Manager may receive the benefits of a communication/feedback process conducted at the three (3) month, six (6) month, and nine (9) month anniversary of the Manager's employment. This process will be designed by the Manager in collaboration with the Mayor and City

Council and is intended by the Parties to facilitate success through relationship building.

The Council shall periodically identify goals, objections, and concerns beyond those generally described in this Agreement related to duties of the Manager either by informal discussions or more formally. The Manager shall meet with Council at least once during each year of the term of this Agreement for the purpose of setting goals, objectives, priorities and performance standards and to evaluate and assess the performance of the Manager in meeting or progressing towards the goals and expectations previously identified as well as to examine Manager's exercise of authority granted or otherwise identified above in this Agreement.

In the event the Council determines that the performance of Manager is unsatisfactory in any respect or needs significant improvement in any area, the Council shall describe these concerns in writing and in reasonable detail or with specific examples so as to be objective and positive in nature and so as to provide an adequate and meaningful opportunity to correct the deficiency.

- 13. <u>HOURS OF WORK</u>: The City Manager is a salaried employee who must devote a great deal of time outside the normal office hours to City business, and to that end the Manager shall be allowed to establish an appropriate work schedule. The Manager may adjust his work schedule, including time he is in attendance in his office, provided that the City Manager's work schedule is sufficient to attend the functions of the City and satisfactorily fulfill the duties of City Manager.
- 14. <u>OUTSIDE ACTIVITIES</u>: The employment provided for by this Agreement, including as Police Chief, shall be the City Manager's sole employment. Notwithstanding the foregoing, the City will permit outside consulting or teaching opportunities which may provide indirect benefits to the City, and the Manager may elect to accept limited teaching, consulting, or other opportunities with the understanding that such arrangements may not create interference with nor present a real or perceived conflict of interest with his responsibilities as City Manager.
- 15. <u>PROFESSIONAL DEVELOPMENT</u>: The City recognizes the importance of the Manager's professional development, and, in that regard, the Manger may maintain membership in certain professional organizations and pursue continuing education in the areas important to his duties as City Manager. The City shall provide for the Manager's membership dues in the International City/County Management Association, American Association of Municipal Executives, and the Oregon City/County Management Association and reasonable travel and related expenses to

attend conferences and seminars appropriate to the duties of the City Manager, including but not limited to meetings and trainings sponsored by the League of Oregon Cities and ICMA. Such funding shall be considered as part of the City's annual budget process.

The City shall pay the costs of ICMA management credentials and certification when Manager is eligible to enroll in the ICMA management certification after his fifth (5th) anniversary of employment as City Manager.

The City shall pay the costs associated with participation and attendance at the annual and mid-winter meetings and training programs of the Oregon Association Chiefs of Police.

16. <u>INDEMNIFICATION</u>: The City shall defend, hold harmless, and indemnify Manager from all demands, claims, suits, actions, and legal proceedings brought against the Manager in his individual or official capacity as agent and employee of the City consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

The City shall pay the City Manager a reasonable consulting fee and travel expenses should the City Manager serve as a witness, advisor, or consultant to the City regarding pending or active litigation following the termination of his employment.

- 17.<u>BONDING</u>: The City shall bear the full cost of any fidelity or other bonds required of the City Manager by law.
- 18. <u>OTHER TERMS AND CONDITIONS OF EMPLOYMENT</u>: Except as otherwise provided in this Agreement, the City Manager shall be entitled to the level of benefits enjoyed by other department director level employees of the City.

19. GENERAL PROVISIONS:

- a. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
- b. Modification. Nothing shall restrict the ability of the City and Manager to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both the City and Manager.

This Agreement is personal to the City Manager and is not subject to assignment or transfer but shall be binding upon, and inure to the benefit of, the heirs and executors of the City Manager.

- c. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement or work or services covered thereby, it is agreed that such dispute is required to be submitted to a mediator prior to arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the Portland metropolitan area, unless both parties agree otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Linh County Circuit Court upon request of either party.
- d. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state, or local law relating to the employment, relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection (C) above), then the dispute shall be resolved by submitting it to binding arbitration.
 - i. Within thirty (30) days of a notice by either party to the other requesting arbitration, the City and the Manager shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). The arbitrator shall for purposes of the arbitration proceedings apply the roles of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration.
 - ii. Within sixty (60) days of the selection or appointment of the arbitrator, both the City and the Manager shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) days after receipt of the statements, the determination of the dispute, which determination shall be final and binding.
 - iii. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear

its own expenses for witnesses, depositions, and attorneys.

- e. Effective Date. This Agreement shall be effective from and after the date it is signed by both parties.
- f. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Sweet Home has caused this Agreement to be signed and executed in its behalf by the Mayor and approved as to by the attorney acting on behalf of the City of Sweet Home, and the Manager has signed and executed this Agreement, this 11th day of March, 2025.

Susan Coleman, Mayor

APPROVED AS TO FORM Attorney acting on behalf of the City of Sweet Home

Jason Ogden, City Manager-Select

ATTEST:

Cecily Hope Pretty, City Recorder / City Manager Pro Tem

Jason Ogden City Manager Employment Agreement March 2025

Exhibit A City Manager Annual Salary Range FY 2024-2025

Α	В	С	D	E	F	G	Н
\$135,000	\$140,714	\$146,428	\$152,142	\$157,856	\$163,570	\$169,285	\$175,000



REQUEST FOR COUNCIL ACTION

Title: Preferred Agenda:	Request for Council Action – Approving a Memorandum of Understanding March 11, 2025
Submitted By:	Cecily Hope Pretty, City Manager Pro Tem
Reviewed By:	Blair Larsen, City Attorney
Type of Action:	Resolution \Box Motion \boxtimes Roll Call \Box Other \Box
Relevant Code/Policy:	N/A
Towards Council Goal:	Be an Effective & Efficient Government
Attachments:	FAC Sweet Home Managed Outreach and Community Resource Facility Memorandum of Understanding

Purpose of this RCA:

The purpose of this Request for Council Action is to present a Memorandum of Understanding (MOU) with Family Assistance and Resource Center Group (FAC) for the Managed Outreach and Community Resource Facility located at 1450 24th Avenue in Sweet Home, which opened in 2023 and provides shelter for houseless residents.

Background/Context:

The City of Sweet Home and FAC initially negotiated the MOU for a term lasting March 8, 2022, to March 7, 2024. The MOU outlined various responsibilities for FAC, including establishment of an oversight board, reporting requirements, and providing services to transition clients to permanent housing. The MOU also established that the City would be responsible for providing nighttime security, would allow the "Old City Hall Annex Building" to be utilized by FAC, and support for certain infrastructure upgrades. The MOU has been operating in holdover status since its expiration.

The Challenge/Problem:

A new MOU needs to be approved to formalize continued expectations for the City and FAC. The primary modification in the proposed agreement is to phase out the City's contribution for security services over three years:

- Year One: 70% to be covered by City, 30% by FAC
- Year Two: 50% to be covered by City, 50% by FAC
- Year Three: 30% to be covered by City, 70% by FAC

Once the agreement expires, the MOU can be renegotiated again. FAC has demonstrated their commitment to strengthening their financial stance and pursuing available funding sources,

particularly over the last six months. The FAC board approved the MOU at their February 20, 2025.

Issues and Financial Impacts:

The new financial support structure will allow the City to reduce its contribution for security services over time and allow FAC to assume greater responsibility for security services in a sustainable way. This will free up City funds that have previously been committed to FAC's security services for other uses. Security services have reduced costs associated with calls to the Police Department from FAC.

Options:

- 1. <u>Do nothing:</u> The City Council could choose not to approve the MOU, in which case the City would either cease support of security operations entirely or remain committed to covering 100% of the costs.
- 2. <u>Suggest modifications to the agreement:</u> The City Council could move to amend the MOU, which would require staff to return to the FAC board prior to City Council approval.
- 3. <u>Move to approve the MOU with FAC as proposed</u>: This will allow staff to move forward with the new financial structure for security services.

Recommendation:

Staff recommends Option 3: <u>Approve the MOU with FAC as proposed.</u>

FAC Sweet Home Managed Outreach and Community Resource Facility Memorandum of Understanding Between Family Assistance & Resource Center Group and the City of Sweet Home

I. INTRODUCTION

This Memorandum of Understanding ("Memorandum"), dated the ______ of _____, 2025, between **Family Assistance & Resource Center Group** ("FAC"), a non-profit organization represented by Kandyce Stirman, Executive Director; and the **City of Sweet Home** ("City"), represented by Jason Ogden, City Manager Pro Tem, collectively referred to as "the Parties."

II. PREAMBLES

WHEREAS, **FAC** is a non-profit organization established with the goal of FAC's mission to establish trust and inspire hope by providing access to resources, services, and education to those who are experiencing homelessness and housing instability. FAC provides a mobile crisis intervention unit that responds to non-criminal situations including substance abuse, mental and emotional crisis, disorientation, welfare check, and dispute facilitation - providing checkups, brief intervention, and transport to services needed. FAC provides low barrier housing solutions and equity for this highly marginalized and vulnerable Linn County population; and

WHEREAS, FAC is a non-profit organization, qualified under Section 50l(c)(3) of the United States Internal Revenue Code and duly registered in the United States; and

WHEREAS, the City of Sweet Home is an Oregon municipal corporation; and

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations to provide low barrier housing solutions and equity for this highly marginalized and vulnerable Linn County population, and for this reason, this agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as technical, financial and institutional collaboration in the area of low barrier housing; and

WHEREAS, the missions of the Parties are complementary;

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses.

III. GOAL

Community cooperation and coordination to provide unhoused, housing, and resources solutions for the City of Sweet Home.

IV. AREAS OF COLLABORATION

FAC and City shall learn and build resources to house the marginalized and vulnerable unsheltered community. This includes the sharing of knowledge and lessons learned, organizational development and stability, sustainable finance, and housing initiatives.

This can include sustainable strategies as well as communications that will build public awareness and support for the unhoused and community services.

V. RESPONSIBILITIES OF FAC

FAC will work with City to establish a 7-member Policy Board that reports directly to the FAC Board of Directors. The Policy Board will establish mutually amenable methods of coordination which will create, implement, monitor, and evaluate policies, procedures, and work plans for the FAC Sweet Home Managed Outreach and Community Resource Facility. Membership of the Policy Board shall include: a Sweet Home City Council member and the Sweet Home Police Chief or designee; and may include: a Sweet Home Business Owner, an unhoused member, an unhoused advocate, member with a health care background, and a Sweet Home community member.

FAC shall work with partners and care providers, with the purpose of arranging on site care for clients (which hereinafter includes guests in its meaning).

FAC shall endeavor to connect clients with state, federal, and local programs to empower clients to transition out of homelessness. FAC shall operate the facility with the goal of transitioning each client to permanent housing.

FAC shall assist clients to develop an individual healthy lifestyle plan to exit being unsheltered and regularly review client progress toward the plan.

FAC shall provide quarterly reports to the City entailing the following information: Clients entered, clients exited, services offered, client number, total hours of service.

FAC shall keep records to facilitate client services and document the needs of unsheltered people in Sweet Home.

FAC shall, at its own expense, maintain standard liability insurance for the site, and standard fire insurance for the Old City Hall Annex building (see Section VI).

FAC shall apply for all necessary permits associated with site work at the facility.

VI. RESPONSIBILITY OF CITY

City shall contribute the "Old City Hall Annex" building to be used by FAC at the facility in perpetuity. FAC shall be responsible for all maintenance, utilities, and other costs associated with the use of the building.

City shall waive all permitting costs and System Development Charges associated with the site.

City shall provide nighttime security (10 PM to 7 AM) for FAC at the following rates:

Year One: 70% to be covered by City, 30% by FAC Year Two: 50% to be covered by City, 50% by FAC Year Three: 30% to be covered by City, 70% by FAC

VII. DUE DILIGENCE

The City may request copies of documents to ensure that FAC meets the criteria of a nonprofit organization and that FAC meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all its board members and principal officers, copies of FAC's bylaws and articles of incorporation. FAC agrees to notify the city immediately of any change in FAC's status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against FAC.

VIII. PRINCIPAL CONTACTS

The Principal Contacts for each of the organizations are:

Kandyce Stirman Executive Director Family Assistance & Resource Center Group P.O. Box 714 Lebanon, OR 97355 541-224-7503 executivedirector@facforthehomeless.org

Jason Ogden City Manager Pro Tem City of Sweet Home 3225 Main Street Sweet Home, OR 97386 541-367-8969 jogden@sweethomeor.gov

IX. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

X. EFFECTIVE DATES, AMENDMENTS, AND TERMINATION

This Memorandum shall take effect upon signing by both Parties and shall remain in effect for a period of three (3) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this Memorandum without the prior written consent of the other party. This Memorandum supersedes any existing Memoranda between the Parties.

The Memorandum may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this Memorandum may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this Memorandum and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that if the FAC or the City fails to perform any of its obligations under this Memorandum, the other party shall have the right to terminate this Memorandum and any related agreement, workplan and budget immediately upon written notice.

The individuals signing this Memorandum on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Memorandum shall have been duly executed by the entity each represents.

XI. TRANSFER OF FUNDS

The Parties acknowledge and agree that this Memorandum creates some financial or funding obligation with both parties, and that such obligations shall arise upon joint execution of an agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this Memorandum. Such agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. Each Party's funds are further subject to that Party's obligation to expend Party funds solely in accordance with the agreed upon budget and the line items contained therein.

XII. NO JOINT VENTURE

The Parties agree that they are not entering into a Legal Partnership, joint venture, or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XIII. INDEMNIFICATION AND HOLD HAMRLESS

FAC hereby agrees at its sole expense to indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided under this Agreement by FAC, FAC's agents, subcontractors, and employees to the fullest extent permitted by law; provided, FAC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

FAC's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

FAC's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside contractor costs, court costs, fees for collection, and all other claim-related expenses.

City hereby agrees at its sole expense to indemnify and hold harmless FAC and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided under this Agreement by City, City's agents, subcontractors, and employees to the fullest extent permitted by law; provided, City shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

City's duty to defend, indemnify, and hold FAC harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of FAC or FAC's agents or employees.

City's duty to defend, indemnify, and hold FAC harmless shall include, as to all claims, demands, losses, and liability to which it applies, FAC's personnel-related costs, reasonable attorneys' fees, outside contractor costs, court costs, fees for collection, and all other claim-related expenses.

FAC and City hereby certify that this indemnification provision was mutually negotiated.

Unless covered by the indemnities contained in this section, neither FAC nor the City shall be liable to the other in any action or claim for consequential, incidental or special damages, or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute, or otherwise. To the extent permitted by law, any statutory remedies, which are inconsistent with these terms, are waived.

XIV. DISPUTE RESOLUTION

The Parties agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through information discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar days, the Parties agree that the dispute will be negotiated between the Parties through mediation if the Parties can agree on a mediator. The costs of mediation shall be shared equally by the parties. Neither Party waives its legal rights to adjudicate this Memorandum in a legal forum.

XV. ENTIRETY

This Memorandum, including all annexes, embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties. XVI. TIME

> Time is of the essence of this Memorandum and every term, covenant, and condition therein contained.

FAC

candyce Stirman, Executive Director

City of Sweet Home

Cecily Pretty, City Manager Pro Tem

12/2025

Date



REQUEST FOR COUNCIL ACTION

Title: Preferred Agenda:	Request for Council Action – Ordinance No. 2 for 2025 – Adopting Camping Regulations March 11, 2025
Submitted By:	Blair Larsen, City Attorney
Reviewed By:	Cecily Hope Pretty, City Manager Pro Tem
Type of Action:	Resolution \Box Motion \boxtimes Roll Call \Box Other \Box
Relevant Code/Policy:	ORS §195.500
Towards Council Goal:	Desirable Community
Attachments:	Ordinance Bill No. 2 for 2025 – Camping Regulations

Purpose of this RCA:

The purpose of this RCA is to request approval and first reading of a proposed ordinance regulating camping within the City.

Background/Context:

ORS §195.500 requires municipalities to "develop a policy that recognizes the social nature of the problem of homeless individuals camping on public property." Ever since the opening of the Family Assistance and Resource Center Group (FAC) facility on 24th Avenue, the City has maintained an area next to the Police Station where those who have been excluded from or refuse to utilize the FAC site may camp at night. The Police Department strictly enforces specific permitted hours of camping and conduct at this site. Anyone camping on public property anywhere else in the City who has nowhere else to go is directed to this site.

However, this policy, while it satisfies the spirit of ORS §195.500, does not satisfy the letter of the law, and properly adopted ordinance is necessary.

The attached draft ordinance is intended to bring the City into compliance with State law, while continuing the same operating procedures that are currently in place at the Police Station.

The Challenge/Problem:

How does the City address the realities of homelessness while complying with State law?

Issues and Financial Impacts:

This ordinance involves no financial impact to the City.

Elements of a Stable Solution:

A stable solution includes an ordinance that complies with ORS §195.500.

Options:

- 1. <u>Do Nothing</u> If the Council chooses to do nothing, then camping will continue as at the Police Station, but the City will not be in compliance with State law.
- 2. <u>Move to conduct a first reading of the proposed ordinance as presented</u> If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
- <u>Move to conduct a first reading of the proposed ordinance with changes</u> The Council may make changes to the proposed ordinance. If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
- 4. Direct staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: <u>Move to conduct a first reading of the proposed ordinance as presented.</u>

ORDINANCE BILL NO. 2 FOR 2025

ORDINANCE NO.____

SWEET HOME ORDINANCE AMENDING SWEET HOME MUNICIPAL CODE (SHMC) TITLE 9 BY ADDING A NEW CHAPTER 9.50 TITLED CAMPING REGULATIONS.

WHEREAS, the City of Sweet Home is adding SHMC Chapter 9.50, Camping Regulations, to adhere to Oregon State House Bill 3115; and

WHEREAS, without such provision within our code, the City of Sweet Home would not be able to continue to address public concerns and complaints regarding camping on public property; and

WHEREAS, providing a designated space will provide a localized area for community partners to offer their services to those in need;

NOW, THEREFORE, THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

<u>Section 1. Amending SHMC Title 9, Public Peace, Morals, and Welfare.</u> SHMC Title 9 is hereby amended to add Chapter 9.50 titled Camping Regulations:

Article I. Administration

- 9.50.005 Title.
- 9.50.010 Scope.
- 9.50.015 Interpretation.
- 9.50.020 Interchangeability.
- 9.50.025 Terms not defined.
- 9.50.030 Definitions.

Article II. Camping

- 9.50.035 Prohibited camping.
- 9.50.040 Permitted camping.
- 9.50.045 Fire safety.
- 9.50.050 Utilities.

Article III. Compliance

- 9.50.055 Storage of personal property.
- 9.50.060 Cleanup and posting.
- 9.50.065 Nonexclusive remedy.
- 9.50.070 Special permit.
- 9.50.075 Violation Penalty.

Article I. Administration

9.50.005 Title.

These provisions shall be known as the Sweet Home camping regulations and shall be cited as such and will be referred to herein as "this regulation."

9.50.010 Scope.

The provisions of this regulation apply to all public property and public rights-of-way located within the city of Sweet Home as defined herein.

9.50.015 Interpretation.

This regulation is to be interpreted consistent with applicable state statutes and providing the protection required by state statutes.

9.50.020 Interchangeability.

Words used in the present tense include the future, words in the masculine gender include the feminine and neutral, the singular number includes the plural, and the plural, the singular.

9.50.025 Terms not defined.

Where terms are not defined through the methods authorized by this article, such terms shall have ordinarily accepted meanings such as the context implies. Words of common usage are given their plain, natural, and ordinary meanings. Words that have well-defined legal meanings are given those meanings.

9.50.030 Definitions.

- A. "Camp" or "camping" means to pitch, erect, create, use, or occupy camp facilities for the purpose of habitation, as evidenced by the use of camp paraphernalia.
- B. "Camp facilities" includes, but is not limited to, tents, huts, temporary shelters, motor vehicles, or recreational vehicles.
- C. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, outdoor cooking devices or utensils, and similar equipment.
- D. "Established camping site:" For purposes of ORS 195.500 through 195.530, an "established camping site" means any place where one or more persons have established temporary sleeping accommodations by use of temporary structures and materials and/or camp paraphernalia for more than 72 consecutive hours.
- E. "Motor vehicle" means a vehicle that is self-propelled or designed for self-propulsion.
- F. "Public property" means any real property or structures owned, leased, or managed by the city, including public rights-of-way.
- G. "Public rights-of-way" means all property dedicated to the public for transportation purposes and administered by the city, including streets, roads, alleys, lanes, sidewalks, trails, paths, bridges, viaducts, and all other public ways and areas managed by the city.
- H. Includes public utility easements to the extent that the easement allows use by the permittee planning to use or using the public utility easement. "Right-of-way" includes the subsurface under and airspace over these areas.

- I. "Right-of-way" does not include the airwaves for purposes of commercial mobile radio services, broadcast television, direct broadcast satellite and other wireless providers, or easements or other property interests owned by a single utility or entity.
- J. "Reasonable" shall be determined based on the totality of the circumstances.
- K. "Recreational vehicle" or "RV" means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by the Oregon Department of Transportation in OAR Chapter 735, Division 022.
- L. "Store" or "storage" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.
- M. "Vehicle" means a motor vehicle or recreational vehicle.

Article II. Camping

9.50.035 Prohibited camping.

It is unlawful for any person to camp in or upon any public property or public right-of-way if the person has access to reasonable alternate shelter, has means to acquire reasonable alternate shelter, or has otherwise been offered, rejected, and/or been disqualified from reasonable alternate shelter.

9.50.040 Permitted camping.

Camping in or upon any public property or public right-of-way within the city of Sweet Home shall be permitted as follows:

- A. In accordance with a duly executed emergency declaration by the Sweet Home City Manager, or
- B. On publicly owned property, designated by the Sweet Home City Manager, when there is no alternate shelter available.
 - 1. Camping in designated areas is permitted only between the hours of six p.m. and seven a.m.
 - 2. Enforcement of time restrictions may be suspended by the city manager, police chief, or designee for severe weather events or when necessary or appropriate to respond to an individual's medical condition, disability or unique circumstances, however in no circumstances shall such suspension allow for camping for a duration longer than 72 hours.
 - 3. Permitted camping in designated areas shall not include occupying a recreational vehicle.
 - 4. Each occupant shall follow all posted rules in addition to the rules set herein.
 - 5. Each occupant shall be actively working with local service providers to gain alternative housing.
 - 6. Each occupant shall store all items and materials within their camping facility.
 - 7. Each camp may occupy a space no greater than 8 feet by 8 feet.
 - 8. Any individual may only occupy and/or control a single camp at any time.
 - 9. Each camp shall be maintained in a clean, sanitary, and safe condition.
- C. Notwithstanding subsections A and B of this section, camping permitted under this section shall not have a duration longer than 72 hours and is not considered an established camping site for the purposes of ORS 195.500 through 195.530.

9.50.045 Fire safety.

At no time shall there be any of the following at campsites without prior approval by the Sweet Home fire chief or their designee:

- A. Open flame;
- B. Propane;
- C. Flammable/combustible liquid;
- D. Heat producing appliance; or
- E. Smoking.

9.50.050 Utilities.

No utilities shall be connected or supplied to any camping facility.

Article III. Compliance

9.50.055 Storage of personal property.

Except as expressly authorized by SHMC, it shall be unlawful for any person to store personal property on public property or within the public right-of-way.

9.50.060 Cleanup and posting.

- A. The cleanup of permitted campsites may be scheduled by the City Manager or their designee.
 - 1. Occasional cleanup of permitted public property campsites may be necessary to ensure the health and safety of the community.
 - a. Prior to such cleanups, the property shall be posted as pursuant to ORS 195.500.
 - b. In addition to this notice, the location of other reasonable alternate shelter will be provided.
 - 2. This subsection (1) does not release individuals of the requirement to maintain a clean, sanitary, and safe area around their camp nor negate the conditions of any other SHMC titles and/or chapters.
- B. The cleanup of prohibited campsites will be scheduled by the City Manager or their designee.
 - 1. All prohibited campsites shall be posted and cleaned pursuant to ORS 195.500.
- C. No posting is required prior to removing debris, garbage, or items that are clearly discarded on public property or within the right-of-way. The City Manager or their designee is expected to use objectively reasonable discretion in determining whether advanced notice should be provided when it cannot be clearly determined that items were discarded and are not personal property.

9.50.065 Nonexclusive remedy.

The remedies described in this chapter shall not be the exclusive remedies of the City for violations of this chapter.

9.50.070 Special permit.

Upon finding it to be in the public interest and consistent with City goals and policies, the City Manager or their designee, in the instance of park events, may exempt a special event from the prohibitions of this chapter through permit or other decree and shall specify the period and location covered by the exemption.

9.50.075 Violation – Penalty.

Violations of SHMC 9.50.035, 9.50.040, and/or 9.50.045 are punishable as follows:

- A. By a fine of not more than \$100 upon first offense.
- B. By a fine of not more than \$100 and/or community service upon second offense.
- C. By a fine of not more than \$100, community service, and/or imprisonment for a period not to exceed seven days upon any additional offense.
- D. The Sweet Home Municipal Court Judge is encouraged to use diversion with individuals willing to engage with housing, mental health, alcohol, drug, and other service providers.

PASSED by the Council and approved by the Mayor this _____ day of ______, 2025.

ATTEST:

Mayor

City Manager Pro Tem - Ex Officio City Recorder



Community Health Committee Meeting Minutes

February 26, 2025, 4:00 PM Sweet Home City Hall, 3225 Main Street Sweet Home, OR 97386

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Call to Order & Pledge of Allegiance

The meeting was called to order at 4:00 PM.

Roll Call

PRESENT Chair Kelsey Ann Wray Committee Member Michael Grenz Committee Member Wanda Jones Committee Member Dick Knowles Committee Member Shirley Schumacher

ABSENT

Vice Chair Bob Dalton Committee Member Dr. Larry Horton

Approval of Minutes

a) 2025-01-22 Community Health Committee Meeting Minutes

Committee Member Knowles moved to approve the minutes of the January 22, 2025 Community Health Committee minutes. Committee Member Schumacher seconded the motion. The motion carried by the following vote:

AYE: Wray, Grenz, Jones, Knowles, Schumacher ABSENT: Dalton, Horton

Recognition of Visitors / Public Comment

a) Council Liaison Introduction

Councilor Bronson introduced himself to the Committee. He stated that he was heavily involved in the Family Assistance and Resource Center with Committee Member Horton.

The Committee Members introduced themselves and described their interests related to health and healthcare.

Councilor Bronson described his involvement in various boards and community groups.

Old Business

a) Committee Goals

City Manager Pro Tem Pretty provided some goals sent by Committee Member Horton. She reminded the Committee that they had the opportunity to recommend goals to the City Council for the next fiscal year and noted that goals would best be aligned with the City's Vision Statement.

Discussion ensued regarding the potential goals submitted by Committee Member Horton. There was consensus that there may be overlap between some and they could be consolidated. There was consensus that community education regarding available services was needed.

Councilor Bronson recommended a focus on preventive care for lifelong health.

Chair Wray stated that she had communicated with Vice Chair Dalton and they recommended beginning with broad goals. She offered the following examples:

- Create a healthier community through education and expanded resources
- Foster growth and partnership amongst incoming and current healthcare partners

Committee Member Jones expressed support for adopting the broad goal of education and expanded resources with organization of a community health forum as a concrete goal.

Chair Wray expressed support for restarting healthcare partner presentation to the Committee in order to foster growth and partnership. She asked of the codified charge to the Committee to commit provide funding, volunteers, and/or support for any action improving community health resources directed by City Council vote. City Manager Pro Tem Pretty replied that the minimum expectation would be that Committee Member support any health-related action within the Sweet Home community if also supported by the Council.

There was consensus that the Committee would discuss goals they wished to forward to City Council after the first City Council goal-setting session on March 11th.

No action was taken for this item.

b) Notice to Area Churches

Chair Wray presented a letter she drafted which was reviewed by the City and then sent out to all the Sweet Home area congregations, churches, and pastors. She stated that she received one response to date from Hillside Fellowship noting that they may be able to offer short-term, temporary assistance with a heating or cooling shelter.

No action was required for this item.

c) Community Needs List

Chair Wray presented the final Sweet Home healthcare resource list to the Committee. She stated that she would make an effort to review and update the list quarterly. City Manager Pro Tem Pretty stated that the list could easily be updated once published to the City website.

The Committee expressed support for the list as presented.

No action was required for this item.

d) Annual Report Update

Chair Wray stated that she had begun compiling her presentation for City Council scheduled for March 25, 2025. She requested that a review of the presentation be placed on the next Committee agenda.

No action was required for this item. Committee Business for the Good of the Order Chair Wray asked if the Committee could be notified of health-related community events. City Manager Pro Tem Pretty stated that the City could share information if it was provided to staff. She added that the Committee was welcome to share information and events that they felt the City may be interested in advertising to the community.

Adjournment

There being no further discussion, the meeting was adjourned at 5:11 PM.

ATTEST:	Chair
City Manager – Ex Officio City Recorder	

Sweet Home Health Resources

In the event of an emergency please call 911.

Childcare and Preschool Programs:

Creative Cubs Children's Programs 4231 Long St, Sweet Home, OR 97386 Phone: 541-401-2079

Kidco Head Start – Sunnyside44829 Quartzville Rd. FosterPhone: 541-367-8070Web: https://www.kidcoheadstart.org/

Little Promises Childcare 28028 Pleasant Valley Rd. Sweet Home, OR 97386 Phone: 541-367-4350 Web: <u>https://littlepromiseschildrensprograms.com/?theme=pub/assembler</u>

Crisis Resources:

Linn County Mental Health Crisis

Call 988, 541-967-3866 or 1-800-304-7468 Web: <u>https://www.linncountyhealth.org/mental-health/page/crisis-services</u> Web: <u>https://988lifeline.org/</u>

Crisis Text Line

Text "HOME" to 741741 Confidential text message service for people in crisis

National Suicide Hotline

1-800-273-8255 The Lifeline provides 24/7, and confidential support for people in distress, prevention and crisis resources for you and your loved ones, and best practices for professionals.

Oregon Youthline

Free teen-to-teen crisis support and help line. 1-877-968-8491 Call or Text "teen2teen" to 839863 Web: <u>https://www.theyouthline.org/</u>

Food:

Hope Church Food Bank

800 Mountain View Rd. Sweet Home, OR 97386 Phone:503-779-8745

Meals On Wheels

Sweet Home Senior Center- Oregon Cascades West Council of Governments Phone: 541-967-8630 Web: https://www.ocwcog.org/seniors-disability/meals/

Reigning Glory Chapel

Services Include: Emergency Food Boxes 450 Oak Terrace Sweet Home, OR 97386

Phone: 541-367-8878

Seventh Day Adventist Community Service Center

Services Include: Emergency Food Boxes, Free Clothes, Dishes, BeddingCorner of 4th St. and Holly.Phone: 541-367-2658

S.H.E.M. (Sweet Home Emergency Ministries)

Services Include: Food Box Program, Carmen's Closet: Clothing/Household Items, Financial Assistance1115 Long Street in Sweet HomePhone: 541-367-6504Web: http://www.shemfoodbank.org/

Hot Meals:

Hope Church Free Dinner on Mondays at Sunshine Industries

Free Dinner Monday Nights 5:30 – 6:30 1333 Clark Mill Rd Sweet Home, OR 97386

Manna Meals at United Methodist Church

Free Hot Meals Tues, Wed, Fri6th Ave. & Ironwood in Sweet HomePhone: 541-367-3073

Housing Assistance:

Community Services Consortium:

Rent Assistance Phone: 541-704-7632 Web: <u>https://communityservices.us/utility-assistance/</u>

Linn Benton Housing Authority

Phone: 541-926-4497 Web: https://l-bha.org/

Medical:

Community Health Centers of Benton and Linn Counties: Sweet Home Health Center Primary Care, Medication Assisted Treatment

1023 Main St. Sweet Home, OR 97386 Phone: 541-766-3533 Web: <u>https://www.bentonlinnhealthcenters.org/sweet-home-health-center/</u>

Ridgeway Health

Urgent Care, Primary Care 1140 12th Ave Sweet Home, OR 97386 Phone: 541-255-1234 Web: <u>https://www.ridgewayhealth.org/</u>

Samaritan Sweet Home Family Medicine and Walk- In Clinic

Primary Care Services, Walk-In Clinic, Pharmacy

1289 49th Ave Sweet Home, OR 97386-3230 Phone: 541-451-6250 Walk-In Clinic: 541-451-6433 Web: <u>https://samhealth.org/find-a-location/samaritan-lebanon-community-hospital-medical-clinic-sweet-home/</u>

Mental Health:

Linn County Sweet Home Clinic

Mental Health, Public Health, Alcohol, Drug, and Problem Gambling799 Long St. Sweet Home, OR 97386Phone: 541-367-3888Web: https://www.linncountyhealth.org/healthservices/page/sweet-home-clinic

Exodus Recovery Services

Mental Health Services, Individual Therapy, Group Therapy, DUII Services 1235 Main St, Sweet Home, OR 97386 Phone: 541-818-0379 Web: <u>https://exodusrecoveryservices.org/</u>

Pregnancy Resources:

Oregon Mothers Care – Linn County 799 Long St. Sweet Home, OR 97386 Phone 541-367-3888 Web: https://www.linncountyor.gov/public-health/page/oregon-motherscare

Sweet Home Pregnancy Care Center

Services Include: Pregnancy Tests, Parenting Classes 1344 Main St. Sweet Home, OR 97386 Phone: 541-367-2447 Web: <u>https://shpregnancy.org/</u>

Shelters:

FAC Sleep Center1450 24th Ave, Sweet Home, OR 97386Phone: 541-224-7503Web: https://facforthehomeless.org/campaigns/sweet-home-sleep-center/

Hope Center Corner of 12th and Kalmia

Phone: 541-367-4673

Support Groups:

One 2 Another Parenting Support Groups for Behavior and Mental Health Struggles Phone: 541-570-0284 Web: https://one2another.net/

LAMHA (Lebanon Area Mental Health Alliance)

Suicide Bereavement Support Group every 2nd Thursday of the Month 6:30pm-7:30pm Lebanon Community Hospital Conference Rooms 1 and 2 525 N Santiam Hwy Lebanon, OR 97355 Web: <u>https://lamha.org/</u>

TOPS – Taking off Pounds Safely

Weight Loss ProgramWeb: https://www.tops.org/find-a-meetingSweet Home Christian Church 1825 Long St Sweet Home, OR 97386Thursday 9 am-10 am Weigh In / Program Start Time

Transportation:

Cascades West Ride Line

Medical appointment transportation services for eligible Oregon Health Plan (OHP), Medicaid, and select Medicare clients Phone: 541-924-8739 Web: https://www.ocwcog.org/transportation/cascades-west-ride-line/

Sweet Home Dial-A-Bus

880 18th Ave, Sweet Home 97386 Phone: 541-367-4775

Treatment and Recovery:

Exodus Recovery Services

Mental Health Services, Individual Therapy, Group Therapy, DUII Services 1235 Main St, Sweet Home, OR 97386 Phone: 541-818-0379 Web: <u>https://exodusrecoveryservices.org/</u>

Linn County Sweet Home Clinic

Mental Health, Public Health, Alcohol, Drug, and Problem Gambling799 Long St. Sweet Home, OR 97386Phone: 541-367-3888Web: https://www.linncountyhealth.org/healthservices/page/sweet-home-clinic

Samaritan Treatment and Recovery

Outpatient, and Residential Treatment Phone: 541-451-6388 Web: https://samhealth.org/find-a-location/samaritan-treatment-recovery-services-outpatient/

Utility Assistance:

City of Sweet Home 3225 Main St Sweet Home, OR 97386 Phone: 541-367-5128 Web: <u>www.sweethomeor.gov</u>

SHEM (Sweet Home Emergency Ministries)

1115 Long St. Sweet Home, OR 97386 Phone: 541-367-6504 Web: http://www.shemfoodbank.org

Community Services Consortium:

Phone: 541-704-7632 Web: https://communityservices.us/utility-assistance/

United Way of Linn, Benton, and Lincoln Counties

Phone: 211 Web: <u>https://www.unitedwaylbl.org/</u>

Youth Resources:

Linn Together Web: <u>https://linntogether.org/</u>

Jackson Street Youth Services: 24/7 CRISIS LINE: 800-901-2904 Web: https://www.jacksonstreet.org/

Oregon Youthline Free teen-to-teen crisis support and help line. 1-877-968-8491 Call or Text "teen2teen" to 839863 Web: <u>https://www.theyouthline.org/</u>

Additional Resources:

2-1-1

Text: 898211 (TXT211) M-F 9-5 Phone: 211 or 1-866-698-6155 Web: <u>https://www.211info.org/</u>

Lebanon: https://www.lebanonoregon.gov/435/Resources

Halsey: https://halseyor.gov/community/resources.php

Linn County Area Resources: https://www.linncountyor.gov/public-health/page/helpful-resources

Oregon Health Authority's Resource Finder: <u>https://www.oregon.gov/oha/hsd/ohp/pages/community-resources.aspx</u>



City of Sweet Home

Sweet Home Public Library 1101 13th Avenue Sweet Home, OR 97386 541-367-5007

Sweet Home Public Library

Statistics

Echruory 2025	Thio month	Loot month	Previous	Voor To
February 2025	This month	Last month		Year To
	Feb 2025	Jan 2025	year	Date
			2024	2025
Patron Activity				
Door Count	3190	4254	45,620	7444
Program participants (all	293	300	3,697	593
ages)				
Total programs(all ages)	23	30	323	53
Circulation and Renewals				
Checkouts & renewals	5840	6473	72,250	12,313
E-audio & E-book checkouts	676	749	8,860	1425
Total items checked out	6516	7222	81,110	13,738
Public Computers				
Logins	198	209	3,016	407
209/10	100	200	0,010	107
Resource Sharing				
Savings				
Javings	4908.26	5490.27	63,565.22	10,398.53
Cost savings	4906.20	5490.27	63,365.22	10,396.55
	345	438	4,300	813
Items borrowed by	345	430	4,300	013
consortium libraries				
	431	505	5,127	020
Items borrowed from	431	505	5,127	936
consortium libraries				
Volunteer Hours		10		
	17	16	450.50	33
Hours worked by volunteers				
New Library Patrons				
	78	36	620	114
New patron cards issued				

Events this month: Local author Simone Dankenbring debuted her new series to smashing success!

Items of note: We were closed one day due to weather and cancelled programs on an additional day. We are in the process of training additional volunteers.



Foster Covered Bridge, built in 1940 and burned in 1966 for Foster Reservoir. Photo by Ben Maxwell. Salem Public Library Historic Photos.

GREEN PETER & FOSTER HISTORY JAMBOREE

A HISTORY SHARING & ARCHIVING EVENT

MARCH 28-29, 2025 9AM - 4PM

Sweet Home Evangelical Church 1347 Long St, Sweet Home, OR 97386

About Our Event

Join the Atlas of Drowned Towns for a multi-day event exploring life before the construction of Green Peter & Foster dams! Learn about the Atlas, share your stories, bring your historical artifacts to be digitized, discover more through presentations and workshops, chat with community members, and more!

This event is free and open to community members of all ages.

SCAN THE QR CODE TO LEARN MORE!

Event Highlights

Artifact Digitization Bring your photos and artifacts to be digitized.

Oral Histories ◀

Share your stories about life before Green Peter & Foster dams.

Presentations & Workshops <

Learn about the Atlas and local history, discover ways to preserve family heirlooms, conduct at-home oral histories, and more!

Resource Tables ◀

Explore resource tables from local organizations and businesses.



SWEET HOME LIBRARY NEWSLETTER

March 2025

March Events

Kids

- Every Thursday at 10am Lapsit Storytime
- Every Thursday at 11am Preschool Storytime

Teens

- Teen Craft March 6 at 4pm
- Game Night March 14 from 6-8pm
- Movie Night March 21 from 6-8pm

All Ages

- Every Tuesday at 4pm Lego Creators Club
- Every Wednesday at 3pm Afternoon Movie (rated G or PG)
- Anime Club (ages 10+) March 27 from 4-6pm
- Tax Help with ODR March 4th All Day
- Every Tuesday at 11am Inkslingers

Upcoming Events

Community Read Book Title coming soon with discussions in May!

New Books

Dino-Birthday by Lisa Wheeler

Playful rhyming verse and action-packed illustrations highlight four dino birthday parties in four different seasons. Each party has a kidfriendly theme, and there are presents, cake, and lots of games for everyone!

Gentlemen of the Woods: Manhood, Myth and the American Lumberjack by Willa Hammitt Brown.

Reviewing songs, stories, and firsthand accounts from loggers, Brown brings to life the activities and experiences of the lumberjacks as they moved from camp to camp.

Contact Info

1101 13th Ave Sweet Home, OR shpl@sweethomeor.gov www.sweethomeor.gov/library 541-367-5007 Follow us on Facebook or Instagram

MEMORANDUM

Sweet Home Oregony at its best!

TO:City CouncilFROM:Greg Springman, Public Works DirectorDATE:March 11, 2025SUBJECT:Public Works Monthly Report – February 2025

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M, and activities performed by the Public Works Department.

WWTP Activities - Mahler Water Reclamation Facility

- 83.90 MG of wastewater treated this month
- 5.84 MG max daily flow discharged
- 2.99 MG average daily flow discharged

Compliance:

• The plant experienced a Sewer System Overflow (SSO) February 23, 2025 due to a heavy rain event. Staff made all the required notifications.

O&M Projects:

 Mahler Water Reclamation Facility Project has been fully designed and is waiting for funding. Staff is working to complete the WIFIA application; application is completed but waiting for financial documents (completed FY23 Audit and an updated Credit Rating Report for the City). Once the audit is completed, the application will be submitted to WIFIA. Staff met with WIFIA and was approved to apply for an extension, along with the \$25,000 application fee. WIFIA stated that application extensions are common as most projects are complex navigating construction approval process.

WTP Activities - Sweet Home Water Treatment Plant

- 27.74 MG finish water treated this month
- 0.99 MG average daily demand

Compliance:

• No violations for January 2025.

Raw Turbidity NTUs:

• Levels currently range below 10 NTUs.

O&M Projects:

• Staff completed the WTP Filter #3 repair on February 20, 2025. Staff will test and make necessary adjustments prior to placing the filter back into full service.

Engineering Projects

- Linn County RV Dump Station, staff assisting Engineering and the County adjust site plans, and performed site inspections. Work has been completed as of March 1, 2025.
- ACP overlay of Nandina Street from 9th Avenue to 12th Avenue, was set to take place in November but was pushed out until spring of 2025 due to weather.
- Reviewing Willow-Yucca LID project, approaching final adjustments to plan set with Civil West.
- Staff are currently monitoring our wet weather flows on 43rd Avenue for a potentially large, 4 phase subdivision that will likely require an upsize of our sewer mainline from Coulter Lane to Long Street.

Public Works Field Activities & Projects

Water Division

- Staff continues to repair water mains and services as needed due to age.
- Staff repaired several water main leaks in the public ROW due to sustained freezing temperatures.

Collections System Division

• Staff performed normal sewer line cleaning this month.

Streets Division

- Staff removed Christmas decorations and lights along Main Street and medians.
- Street sweeper has been repaired and sweeping program has resumed.

Parks & Facilities Division

- Installed two new toilets at the City's Library.
- Staff continues to maintain City parks, cleaning restrooms, and collect public trash cans.
- Staff continues to manufacture Park picnic tables.

Stormwater Division

 Staff installed 2 new stormdrain catch basins near the corner of 12th Avenue and Tamarack Street, connecting those basins to the existing stormwater pipe.



Finance Department February 2025

Finance Activities

Accounts Payable: 169 payments processed Passport Applications processed: 43 Passport Photos: 46 Lien Searches: 26

Payroll was processed in February for 72 employees.

Utility Billing Activities

Service Requests Processed	130
Accounts Opened	26
Accounts Closed	22
Utility Statements Processed	3,490
Statements Mailed	2,923
Statements Emailed	567
Past Due Notices Mailed	787
Accounts Turned off for Non-Payment	56