



# CITY OF SWEET HOME CITY COUNCIL AGENDA

June 24, 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.

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## Meeting Information

This meeting is open to the public in person and virtually. 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 971-203-2871 and enter the meeting ID followed by the # sign to be logged in to the call. Meeting ID: 258 239 814 274

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) [2025-06-10 City Council Executive Session Minutes](#)
  - ii) [2025-06-10 City Council Meeting Minutes](#)

### IV. Recognition of Visitors & Hearing of Petitions

### V. New Business

- a) [Request for Council Action – Sweet Home Police Employees' Association Collective Bargaining Agreement](#)
- b) [Request for Council Action – Sweet Home Police Employees' Association Memorandum of Understanding](#)

### VI. Ordinance Bills

- a) First Reading of Ordinance Bills
  - i) [Request for Council Action – Ordinance No. 7 for 2025 – Repealing SHMC Chapter 13.04.170 Fluoridation](#)
- b) Second Reading of Ordinance Bills

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*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.*

- c) Third Reading of Ordinance Bills (Roll Call Vote Required)
  - i) [Request for Council Action – Ordinance No. 6 for 2025 – Amending SHMC Chapter 3.24 Transient Lodging Tax](#)

**VII. Reports of Committees**

Charter Review Committee – President Pro Tem Thorstad

Community Health Committee – Councilor Bronson

Library Advisory Board – Councilor Augsburger

- i) [2025-06-12 Library Board Meeting Minutes](#)

Park & Tree Committee – Councilor Hegge

Planning Commission

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

- i) [2025-06-26 Area Commission on Transportation Agenda Packet](#)

Chamber of Commerce – Councilor Hegge

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

Solid Waste Advisory Council – Councilor Richards

**VIII. Department Reports**

Library

Planning & Building

Public Works

Finance

Police

- i) [Police Department Report – May 2025](#)

**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 EXECUTIVE SESSION MINUTES

June 10, 2025, 5:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

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## Call to Order

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

## Roll Call

### PRESENT

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

### ABSENT

Councilor Chelsea Augsburger

### STAFF

Jason Ogden, City Manager / Police Chief  
Cecily Hope Pretty, Deputy City Manager  
Blair Larsen, City Attorney

## Executive Session

Mayor Coleman read the Executive Session statement.

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

ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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.

## **Adjournment**

There being no further discussion, the meeting was adjourned at 5:47 PM.

ATTEST:

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Mayor

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME

## CITY COUNCIL

### MINUTES

#### **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.

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#### **Call to Order & Pledge of Allegiance**

The meeting was called to order at 6:30 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**

Jason Ogden, City Manager / Police Chief  
Cecily Hope Pretty, Deputy City Manager  
Matt Brown, Finance Director (contracted)  
Megan Dazey, Library Services Director  
Blair Larsen, City Attorney  
Adam Leisinger, Special Projects Manager  
Greg Springman, Public Works Director

##### **PRESS**

Sarah Brown, The New Era

#### **Consent Agenda**

- a) Request for Council Action – Tune It Up Tuesdays Public Address (PA) Application
- b) Request for Council Action – Transportation Program Operation Agreement

#### **Approval of Minutes:**

- a) 2025-05-27 City Council Work Session Minutes
- b) 2025-05-27 City Council Meeting Minutes

President Pro Tem Thorstad moved to approve the Consent Agenda. Councilor Richards 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**

There were no visitors to be heard.

## **Old Business**

### **a) Information Only – Vacant Building & City-Owned Property Report**

City Manager Ogden stated that a recent review of properties in the downtown area revealed 30 vacant buildings out of 125 for a vacancy rate of 24%. He reviewed the current City-owned buildings not utilized for City operations at 1140 12<sup>th</sup> Avenue, 1244 Long, and 4296 Osage. He described the history of the Commercial Exterior Improvement Program (CEIP).

Mayor Coleman thanked staff for their work to prepare the informational memo and reminded Councilors that downtown vacancy reduction was voted as a City Council goal. She encouraged City Council to explore solutions to improve vacancies.

Councilor Sanchez asked of the difference between the beginning fund balance and the CEIP expenditures. Deputy City Manager Pretty explained that CEIP constituted the majority of expenditures but the remainder was spent on items such as Paint the Town, advertising, economic development consultants, and other allowable expenditures in the Community & Economic Development Fund.

No action was required for this item.

### **b) Request for Council Action – Resolution No. 15 for 2025 – Formalizing the Charter Amendment for Direct Election of the Mayor**

City Manager Ogden stated that the Resolution served as formal recognition of the Charter amendment supported by voters in May 2025.

Councilor Richards moved to approve Resolution No. 15 for 2025. Councilor Bronson seconded the motion. The motion carried by the following vote:

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

NAY: None

## **New Business**

### **a) Public Hearing & Request for Council Action – Resolution No. 12 for 2025 – Declaring the City's Election to Receive State Revenues**

Mayor Coleman opened the Public Hearing at 6:42 PM.

There were no comments to be heard.

Mayor Coleman closed the Public Hearing at 6:42 PM.

Director Brown stated that Resolutions 12 and 13 for 2025 were related to spending and receiving State revenues and were required by State law for same.

Councilor Richards moved to approve Resolution No. 12 for 2025. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

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

NAY: None

### **b) Request for Council Action – Resolution No. 13 for 2025 – Certifying the City Provides Four or More Services in Order to Receive State Revenues**

President Pro Tem Thorstad moved to approve Resolution No. 13 for 2025. Councilor Richards seconded the motion. The motion carried by the following vote:

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

NAY: None

### **c) Request for Council Action – Resolution No. 14 for 2025 – Adopting the Fiscal Year 2025-2026 Budget**

Director Brown stated that the Resolution contained all of the appropriations for the City of Sweet Home's funds.

Councilor Hegge recused himself from voting on the Personal Services budgets for the Parks Department and Finance Department.

Councilor Richards moved to approve the Personal Services portions of the Parks Department and Finance Department within Resolution No. 14 for 2025. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Bronson, Richards, Sanchez

NAY: None

RECUSE: Hegge

President Pro Tem Thorstad moved to approve the remainder of the FY 2025-2026 budget within Resolution No. 14 for 2025. Councilor Richards seconded the motion. The motion carried by the following vote:

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

NAY: None

### **Ordinance Bills**

#### **Request for Council Action and First Reading of Ordinance Bills**

- a) Request for Council Action – Ordinance No. 6 for 2025 – Amending SHMC Chapter 3.24 Transient Lodging Tax

City Manager Ogden stated that the City historically experienced challenges collecting Transient Lodging Tax (TLT) from short-term rental companies. He stated that the Ordinance would update the Municipal Code in a way that would allow the City to enter into an Intergovernmental Agreement (IGA) with the Oregon Department of Revenue to collect those revenues more effectively on the City's behalf.

Councilor Sanchez asked of the anticipated cost and benefit to the City if it were to enter into the IGA. City Manager Ogden stated that it was a complex calculation based on a State algorithm but preliminary calculations were estimated around \$4,000 annually. He added that the City collected approximately \$38,000 in the prior year but staff anticipated additional revenues resulting from the potential IGA.

Councilor Richards moved to conduct a first reading of Ordinance No. 6 for 2025. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

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

NAY: None

A first reading of Ordinance No. 6 for 2025 was conducted.

#### **Second Reading of Ordinance Bills**

Councilor Richards moved to conduct a second reading of Ordinance No. 6 for 2025 by title only. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

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

NAY: None

A second reading of Ordinance No. 6 for 2025 was conducted by title only.

Councilor Richards moved to conduct a third reading of Ordinance No. 6 for 2025 by title only at the following City Council meeting. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

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

NAY: None

#### **Third Reading of Ordinance Bills (Roll Call Vote Required)**

- a) Request for Council Action – Ordinance No. 5 for 2025 – Pacific Power Franchise Agreement

A third reading of Ordinance No. 5 for 2025 was conducted by title only.

Councilor Richards moved to approve Ordinance No. 5 for 2025. Councilor Bronson seconded the motion. The motion carried by the following vote:

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

## **Reports of Committees**

### **Budget Committee**

- a) 2025-04-30 Budget Committee Meeting Minutes
- b) 2025-05-01 Budget Committee Meeting Minutes

### **Charter Review Committee – President Pro Tem Thorstad**

- a) 2025-05-06 Charter Review Committee Meeting Minutes

### **Community Health Committee – Councilor Bronson**

- a) 2025-05-28 Community Health Committee Meeting Minutes

### **Park & Tree Committee – Councilor Hegge**

- a) 2025-05-21 Park and Tree Committee Meeting Minutes

### **Planning Commission**

- a) 2025-04-03 Planning Commission Meeting Minutes

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

- a) CWACTION Meeting Calendar

### **Chamber of Commerce – Councilor Hegge**

### **Council of Governments – Councilor Bronson, Councilor Sanchez (alternate)**

### **Solid Waste Advisory Council – Councilor Richards**

There were no comments to be heard.

## **Department Reports**

### **Library Services Director**

- a) Library Report – May 2025

### **Planning & Building Manager**

- a) Planning & Building Manager Monthly Report - May 2025

### **Public Works Director**

- a) Public Works Report – May 2025

### **Finance Director**

- a) Finance Report – May 2025

### **Police Chief**

Mayor Coleman recognized the decrease in utility turnoffs based on historical data in the Finance Report.

## **Reports of City Officials**

### **City Manager's Report**

City Manager Ogden stated that the speed humps on First Avenue were scheduled to begin installation on July 2<sup>nd</sup>. He noted that the Jim Beam Safety Fair would take place on June 21<sup>st</sup>. He stated that staff was closing out a grant to support firewall upgrades at the Public Works Department. He noted that burn season officially ended on June 9<sup>th</sup>. He highlighted the upcoming community clean-up event from June 16<sup>th</sup> to 26<sup>th</sup> organized by Code Enforcement Officer Ray Grundy to allow residents to dispose of garbage at no cost to them.

Councilor Richards and Mayor Coleman expressed support for the community clean-up.



### Mayor's Report

Mayor Coleman congratulated Councilor Bronson on his performance in the Best in the West Triathlon Festival. She highlighted the continuation of Tune It Up Tuesdays.

### **Council Business for Good of the Order**

There was no business to be heard.

### **Adjournment**

There being no further discussion, the meeting was adjourned at 7:16 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Sweet Home Police Employees' Association Collective Bargaining Agreement

**Preferred Agenda:** June 24, 2025

**Submitted By:** Cecily Hope Pretty, Deputy City Manager

**Reviewed By:** Jason Ogden, City Manager / Police Chief

**Type of Action:** Resolution ☐ Motion ☒ Roll Call ☐ Other ☐

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Essential Services, Effective Government

**Attachments:** Sweet Home Police Employees' Association Collective Bargaining Agreement 2025-2028

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## **Purpose of this RCA:**

The purpose of this RCA is to request approval of the recently-negotiated Collective Bargaining Agreement (CBA) between the City of Sweet Home and the Sweet Home Police Employees' Association (SHPEA), effective July 1, 2025 to June 30, 2028.

## **Background/Context:**

The CBA governs wages, benefits, and conditions of employment between the SHPEA-represented public safety employees and the City of Sweet Home. The proposed three-year agreement will be in effect until its expiration, or until a successor agreement is negotiated. This agreement reflects the outcome of collective bargaining which began in March 2025 and concluded in June 2025. The agreement has been tentatively ratified by the represented employees. It also includes a reopener clause if the Police Sergeants decide to join the CBA.

## **The Challenge/Problem:**

The current CBA is set to expire June 30, 2025. Without approval of a new agreement, employee wages and benefits will remain frozen and correcting any wages retroactively places significant administrative burden on Finance Department staff.

## **Issues and Financial Impacts:**

The contract specifies wage and benefit provisions, including health insurance costs, that are reflected in the City's future budget. Management negotiated salary savings over what was projected during the process. Highlights of the current proposed CBA include:

- Wage increases of 5%, 4%, and 4% effective each successive July 1<sup>st</sup> of the contract term
- Updates to DPSST incentive pay and education pay
- Addition of a 1% residency incentive

**Elements of a Stable Solution:**

The timely approval of a new CBA to allow unionized public safety employees to understand their expectations, protections, and benefits and that balances employee recruitment and retention with fiscally responsible budgeting.

**Options:**

1. Do nothing: The agreement will not be approved and unionized employees will no longer have an effective CBA as of July 1, 2025.
2. Approve the agreement: Move to approve the CBA as proposed.
3. Direct staff to negotiate changes to the agreement: Management and the union will need to re-enter negotiations.

**Recommendation:**

Staff recommends option #2: Move to approve the CBA as proposed.

**CITY OF SWEET HOME**

**AND**

**THE SWEET HOME POLICE EMPLOYEES' ASSOCIATION**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2025 – June 30, 2028**

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## **PREAMBLE**

This Agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and the Sweet Home Police Employees' Association, hereinafter referred to as the "Association" or "SHPEA."

The City and the Association mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. The parties are dedicated to provide the best possible police protection and emergency dispatch services to the citizens of Sweet Home and have entered into this collective bargaining agreement ("Agreement") in a spirit of cooperation and collaboration in an effort to further this goal.

## **ARTICLE 1 – RECOGNITION**

The bargaining unit shall consist of all employees of the City of Sweet Home employed in the police department who regularly work twenty (20) hours or more per week, excluding supervisory and confidential employees. Employees who work less than forty (40) hours but more than twenty (20) hours per week shall be defined as part-time employees. Employees appointed to positions up to three (3) months shall not be subject to this Agreement.

The Association is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782.

The parties agree to a reopener no later than January 31, 2026, for the sole purpose of negotiating the implications of Sergeants joining the existing bargaining unit. The City reserves the right to raise concerns related to supervisory roles, conflicts of interest, and unit composition. Should Sergeants become part of the bargaining unit, the parties agree to negotiate appropriate terms and conditions specific to the Sergeant classification within the framework of the current collective bargaining agreement, rather than establishing a separate contract.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A.** To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed;
- B.** To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies;
- C.** To determine the need for a reduction or an increase in the work force;
- D.** To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;

- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;
- F. To enforce the Department rules and regulations, and operational procedures and guidelines;  
To discipline, suspend, and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of Department operations;
- G. To discipline, suspend and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the discipline, suspension or discharge, or the reasons therefore;
- H. To control the Police Department budget; and
- I. To take any and all actions necessary in the event of an emergency, notwithstanding any article or limitation in this Agreement.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

#### **3.1 DUES CHECK-OFF**

The City agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee's consent and authorization for such wage deductions.

#### **3.2 HOLD HARMLESS**

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this Article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any non-member, the Association and its members shall be solely responsible for such reimbursement.

### **ARTICLE 4 – ASSOCIATION BUSINESS**

#### **4.1 REPRESENTATIVES**

The Association will select certain of its agents as Association representatives and certify in writing their names to the City Manager.

#### **4.2 VISITS**

Association representatives, upon notification to the department head or a designee, may visit with employees during breaks or meal periods. Such visits shall not be allowed in non-public areas of the Police Department. Visits outside of those allowed for above, may be granted only with the expressed approval of the department head or a designee. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

#### **4.3 ASSOCIATION BUSINESS**

The internal business of the Association shall only be conducted during non-duty hours except with the permission of the department head or a designee.

#### **4.4 GRIEVANCES AND NEGOTIATIONS**

Subject to the operational needs of the department, the Association shall be allowed up to three (3) employees to attend scheduled contract negotiations and one (1) employee representative to attend grievance meetings. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Association shall certify in writing the names of employees that would attend such meetings.

#### **4.5 MEETINGS**

The Association shall be allowed the use of City facilities to hold meetings on the same terms as civic organizations provided such space is available for such use.

#### **4.6 BULLETIN BOARDS**

Bulletin board space shall be provided the Association for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting, and shall not be derogatory or inflammatory in nature.

### **ARTICLE 5 – HOURS OF WORK**

#### **5.1 WORKWEEK AND WORKDAY**

The normal work schedule for police department employees shall be the 5/8 schedule, which shall begin on Sunday at 6:00 a.m. and end on Sunday at 6:00 a.m., and for full-time employees shall consist of forty (40) hours in a seven (7) day workweek.

The parties have agreed to adopt an alternative 2-2-3/12 schedule and bargained other scheduling and compensation elements of this Agreement accordingly. The City retains the right to reinstitute the 5/8 schedule if dictated by operational need provided however that if the City does so for more than the duration of a foreseeable time-limited period, the City shall bargain the impacts of this change upon request of the Association. Work schedules shall be based on two (2), fourteen (14)-day work periods and twenty-eight (28)-day pay periods.

The parties elect the FLSA section 7(k) twenty-eight (28)-day pay period and account for regularly scheduled hours and overtime hours worked under the 2-2-3/12 schedule accordingly.

Nothing in this Article shall prevent the City and the Association or an employee with notice to the Association from agreeing to an alternative schedule for an assignment, special team, training or other purpose provided that the alternative schedule is voluntary.

##### **A. 2-2-3/12 Shift**

These employees shall work a 2-2-3/12-hour rotating work week/shift, subject to twenty-eight (28)-day pay periods. Based on the operational needs of the Department, as determined by the Chief of Police, officers may be assigned to work a schedule consisting of five (5) consecutive eight (8) hour workdays and two (2) consecutive days off.



When officers are assigned to work a 2-2-3/12 shift the officers so assigned shall earn shift differential in recognition of the additional regularly scheduled work hours of this shift configuration in the amount of eight and one half (8.5) hours pay per pay period.

**B. 5/8 Shift**

These employees shall normally work Monday through Friday 8:00 AM to 4:00 PM. With a 30-Minute lunch or 8:00 AM to 5:00PM with a 60-minute lunch. However, this schedule may be changed, as determined by the Chief of Police, to meet Department needs.

**C. 2/12-2/8 Shift**

Dispatchers may be assigned to a forty (40) hour work week consisting of two (2), twelve (12) hour and two (2), eight (8) hour workdays each work week. Based on the operational needs of the Department, as determined by the Chief of Police, dispatchers may be assigned to work a schedule consisting of five (5) consecutive eight (8) hour workdays and two (2) consecutive days off.

**D. 4/10 Shift**

These employees may be assigned to a forty (40) hour work week consisting of four (4), ten (10) hour shifts.

**5.2 WORK SHIFT**

All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's desire to avoid overtime, by itself, does not create an emergency situation. The 2-2-3/12 shift may work any combination of shifts as required to provide the greatest officer availability.

**5.3 REST AND MEAL PERIODS**

Police Officers and Dispatchers shall be granted a one-half (1/2) hour paid lunch period during each working shift, during which time they are subject to call when needed.

Rest and meal periods shall be permitted for all employees during each shift, which will be taken in accordance with the operating requirements of each employee's duties and shall be considered duty time. Such rest periods shall not be unreasonably denied.

Employees working an eight (8) hour or a ten (10) hour shift will receive two (2) fifteen (15) minute paid breaks. Employees working a twelve (12) hour shift will receive three (3) fifteen (15) minute paid breaks.

Rest and meal periods for dispatchers shall be taken at their workstation unless otherwise directed by the chief or designee.

For those positions which the Chief determines will be granted a one (1) hour unpaid meal period, they will not be on call unless otherwise notified at the outset of the lunch period. These employees who are required to work through their lunch period will be paid in accordance with this Agreement.

**5.4 WORK SCHEDULE**

Work schedules shall be posted and shall not be changed with less than seven (7) days' advance notice except by mutual consent or in cases in which the City could not reasonably have known seven (7) days in advance of the staffing need which requires the change. Notice to employees affected by a change in work schedule shall be given in a manner which informs the employees affected prior to the time the change takes effect.

## **5.5 SHIFT ASSIGNMENTS**

Dispatchers will be assigned to shifts regularly every six (6) weeks. Police Officers working a 2-2-3/12 schedule will be assigned to shifts regularly every six (6) weeks. This shift rotation period may be altered upon mutual consent between the City and the Association.

The CSO shall normally work a fixed eight (8) hour shift but based upon operational needs may work a flex-time schedule within the workweek.

Shift rotations will be posted at least seven (7) days prior to any changeover. With the approval of the scheduling supervisor, employees shall be allowed to trade or exchange shifts.

## **5.6 SHIFT TRADES**

Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift (i.e. day/afternoon/grave) may trade shifts with written approval prior to the trade (on a SHPD shift trade form) from the affected shift supervisor(s). Shift trades will not occur as a matter of entitlement and are intended as a means to accommodate unique and personal employee situations. In no event shall an employee be permitted to trade more than four (4) shifts taken in full shift increments in a six (6) month shift rotation. The City shall not record hours worked on a trade in the time to payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the SHPD shift trade forms) they have participated in during any given six (6) month shift rotation.

## **5.7 SAFETY RELEASE**

If a police officer is required to work sixteen (16) or more consecutive hours in a twenty-four (24) hour period, the officer shall be provided safety release time before returning to duty unless emergency circumstances dictate that the officer return to duty after a shorter time. Absent extraordinary emergency circumstances, the safety release period will be eight (8) hours. When circumstances trigger safety release, the officer shall advise an on-duty supervisor or officer-in-charge as soon as he or she reasonably believes their shift will extend beyond sixteen hours and no later than one hour before reaching the sixteen (16) hour threshold, unless to do so is not feasible.

# **ARTICLE 6 – MILEAGE & PER DIEM**

## **6.1    MEALS**

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

Or \$65.00 total –Where trip is full day for meals or actual, whichever is less.

Note: This article shall not apply to employees attending Albany Court related matters who are not required to remain throughout the Court's lunch break.

## **6.2    LODGING**

Actual cost at an approved place of lodging.

## **6.3    MILEAGE**

IRS rate per mile if City vehicle is not available and personal vehicle is authorized by the Chief or Captain.

To perform duties or conduct City business, employees shall use a City vehicle. When a City vehicle is not available or, upon the request of an employee and at the City's sole discretion, an employee may use his or her own vehicle. The City shall pay employees at the current established Internal Revenue Service (IRS) rate per mile when the employee is required to use a personally owned vehicle to perform their duties or to conduct City business or to travel in connection with City business or required training. All vehicle use will be per city policy.

# **ARTICLE 7 – COMPENSATION**

## 7.1 WAGES

Effective July 1, 2025, the wage scale will be set forth below, reflecting a wage adjustment of a one dollar (\$1.00) an hour to the police officers base pay. Additionally, across the board (by applying the percentage increase to the first step and maintaining five percent (5%) between steps) a five percent (5%) Cost of Living Increase.

07/01/2025	1	2	3	4	5	6	7	8
Police Officer	5747	6034	6336	6652	6985	7334	7701	8086
Dispatcher	4753	4991	5240	5502	5777	6066	6370	6688
P- T Dispatcher	26.03	27.33	28.70	30.14	31.64	33.23	34.89	36.63
CSS/CEO	4780	5019	5270	5533	5810	6100	6405	6725

Effective July 1, 2026, the wage scale will be set forth below, reflecting an increase across the board (by applying the percentage increase to the first step and maintaining five percent (5%) between steps) of four percent (4%) Cost of Living Increase.

7/1/2026	1	2	3	4	5	6	7	8
Police Officer	5976	6275	6589	6918	7264	7628	8009	8409
Dispatcher	4943	5190	5450	5722	6009	6309	6624	6956
P T Dispatcher	27.07	28.43	29.85	31.34	32.91	34.55	36.28	38.10
CSS/CEO	4971	5219	5480	5754	6042	6344	6661	6995

Effective July 1, 2027, the wage scale will be set forth below, reflecting an increase across the board (by applying the percentage increase to the first step and maintaining five percent (5%) between steps) of four percent (4%) Cost of Living Increase.

7/1/2027	1	2	3	4	5	6	7	8
Police Officer	6215	6526	6852	7195	7555	7933	8329	8746
Dispatcher	5141	5398	5668	5951	6249	6561	6889	7234
P T Dispatcher	28.16	29.57	31.04	32.60	34.23	35.94	37.73	39.62
CSS/CEO	5170	5428	5700	5985	6284	6598	6928	7274

## 7.2 INCENTIVES AND TEMPORARY DUTY PAY

### LONGEVITY

Employees who have completed ten (10) years of continuous, full time, service with the department may receive "Longevity Merit Pay" of four percent (4.0%).

Employees who have completed fifteen (15) years of continuous, full time, service with the department may receive "Longevity Merit Pay" of six percent (6.0%).

Employees who have completed twenty (20) years of continuous, full time, service with the department may receive "Longevity Merit Pay" of eight percent (8.0%).

This pay is subject to all the provisions of Article 7.4 - Movement on the Schedule and is based upon merit evidenced by annual performance evaluated by the City as at least

competent overall, and Police Chief's statement of eligibility for longevity merit pay on the annual performance evaluation. Longevity is computed based on the employee's top step-based rate of pay.

### **DPSST INCENTIVE**

Intermediate certificate-three and a half percent (3.5%)  
Advanced certificate-seven percent (7%)

Upon verification that DPSST has granted the intermediate or advanced certificate, the certification pay will be retroactive to date the DPSST application was approved by the department head. New hires who already hold an intermediate or advanced certificate will be eligible for certification pay from the date of hire.

DPSST certification incentives apply to the highest certification held and are not cumulative.

### **EDUCATION PAY**

Civilian Employees not eligible for DPSST certification pay will be eligible for education pay as follows:

Associate Degree and 4 years of continued employment with SHPD, plus 120 hours of specialized training = 3.5%

Associate Degree and 9 years of continued employment with SHPD, plus 160 hours of specialized training = 7%

Bachelors Degree and 3 years of continued employment with SHPD, plus 80 hours of specialized training = 3.5%

Bachelors Degree and 7 years of continued employment with SHPD, plus 120 hours of specialized training = 7%

Masters Degree and 6 years of continued employment with SHPD, plus 80 hours of specialized training = 7%

### **FTO PAY**

After DPSST certification as an FTO, when assigned to work as the FTO assigned to a probationary officer or probationary dispatcher, the City shall pay that employee an additional five percent (5.0%) of his or her base pay for hours while performing FTO duties. FTO compensation shall be paid monthly.

### **SCHOOL RESOURCE OFFICER**

Police Officers assigned to temporary duty as a School Resource Officer are eligible for a three percent (3.0%) increase to base pay for the period in which they are so assigned.

### **DETECTIVE**

Police Officers assigned to temporary duty as a Detective are eligible for a three percent (3.0%) increase to base pay for the period in which they are so assigned.

### **EVIDENCE**

Employees assigned to maintain and process property and evidence are eligible for a three percent (3%) increase to their base pay for the period in which they are assigned.

### **LEAD DISPATCHER**

Employees assigned to the duty of Lead Dispatcher are eligible for a three percent (3%)

increase to their base pay for the period in which they are assigned.

### **RESIDENCY INCENTIVE**

Employees who reside within the corporate city limits of the City of Sweet Home will be eligible for a one percent (1%) increase to their monthly base pay for each pay period they reside within the City. Residency is more than 15 days in a pay period when calculating this incentive. Residency is defined as living within a taxable dwelling located within the corporate city limits of the City of Sweet Home and spending enough time at this location to honestly indicate that is the employee's primary residence.

### **RANGE MEMBERSHIP**

The City will reimburse up to one hundred dollars (\$100) annually for membership to the Albany Rifle and Pistol Club, available to any SHPEA member. Eligibility requires:

- Payment of membership by the employee.
- Documentation of range attendance at least once per month for twelve (12) consecutive months.
- Participation is voluntary, non-compensable, and must not interfere with work schedules.

### **MAXIMUM INCENTIVES**

Employees may only earn incentives up to an aggregate total of twelve percent (12%), excluding longevity and FTO and the range reimbursement.

## **7.3 COMPENSATION**

If the City tax base or levies fail to pass, after all available election dates prior to the start of the upcoming fiscal year, the compensation and benefits portions only of this contract may be open to negotiations.

## **7.4 MOVEMENT ON THE SCHEDULE**

Employees will generally be eligible for step increases on their anniversary date. Step increases will be granted on the basis of merit as determined through evaluation. In the event the City fails to provide the employee with an evaluation within two (2) calendar weeks after the anniversary date, for reasons other than the employee's unavailability, the employee shall advance to the next step as of the appropriate anniversary date. In the event a step increase is denied, the employee may protest the action through the grievance procedure.

## **7.5 OVERTIME & COMPENSATORY TIME**

5/8 schedule: All actual work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week, or on his/her scheduled days off in the workweek, or unless requested by the employee and agreed to by the City, shall be compensated through the payment of overtime pay at the rate of one and one half (1½) times the employee's regular rate of pay or compensatory time, at the employees' option.

4/10 schedule: All actual work performed by an employee in excess of ten (10) hours per day or forty (40) hours per week, or on his/her scheduled days off in the workweek, or unless requested by the employee and agreed to by the City, shall be compensated through the payment of overtime pay at the rate of one and one half (1½) times the employee's regular rate of pay or compensatory time, at the employees option.

2-12/2-8 schedule: All actual work performed by an employee in excess of twelve (12) hours when scheduled to work a twelve (12) hour shift or eight (8) hours when scheduled

to work an eight (8) hour shift, or forty (40) hours per week, or on his/her scheduled days off in the workweek, or unless requested by the employee and agreed to by the City, shall be compensated through the payment of overtime pay at the rate of one and one half (1½) times the employee's regular rate of pay or compensatory time, at the employees option.

2-2-3/12 schedule: All actual work performed by an employee in excess of a twelve (12) hour shift on a scheduled workday, or hours in excess of one hundred and seventy-one (171) hours in a twenty-eight (28)-day pay period. All overtime shall be rounded to the next highest one-quarter (1/4) hour. Vacation and sick leave shall not be included in any overtime calculation unless otherwise indicated in this Agreement. In the event an officer works a callback shift not regularly scheduled, the time shall be paid at the overtime rate of pay even though it is not FLSA overtime.

When overtime hours are worked, employees will be granted compensatory time off for overtime or receive overtime pay at the rate of time and one-half (1-1/2) at their option. Accrued compensatory time shall not be accrued in excess of one hundred twenty (120) hours. Any accrual beyond one hundred twenty (120) hours shall be paid. Compensatory time use shall be scheduled by mutual agreement.

Employees may cash out up to forty (40) hours of accrued compensatory leave once each fiscal year.

In order to facilitate the various law enforcement demands encountered during complicated investigations, school resource duties, and K9 handler responsibilities, employees covered by this labor Agreement who are assigned to Detective, CSO, SRO duty may be allowed to work a flexible work schedule ("Flextime"). A Flex-time schedule will be approved by mutual agreement between the employee and the Chief of Police or designee.

## **7.6 ON-CALL**

Employees required to be on-call are deemed waiting to be engaged and in order to be placed on-call, have a cell phone or pager. Employees shall be compensated one (1) hour at the employee's regular rate of pay for every four (4) hours in that status. Assignment of on-call shall be a supervisor determination, to either keep it for a supervisor to cover or assign to off-going officer who would be responsible for coverage.

## **7.7 CALLBACK**

Full-time employees called back to work or duty related court outside their normal work shift shall receive a minimum of three (3) hours overtime compensation as a callback premium, unless such callback is within three (3) hours of and contiguous to the beginning of the shift at which time overtime compensation will be for actual time worked. Callback does not apply when an employee is held over at the end of a shift. Employees called back to work may be required to remain in order to accomplish assignments reasonably related to the call-back including but not limited to completion of time-sensitive reports.

If a supervisor or designee makes a work-related telephone call to an employee when the employee is not on duty and the employee is required as a result to perform work for the City, the employee will be compensated at the employee's overtime rate for the actual time worked, rounded up to the nearest fifteen (15) minutes.

Phone calls for the purpose of:

- asking the employee if they are available to perform extra work,
- asking the employee the location of equipment (e.g., car keys, radio, etc.), or

- asking if the employee has completed a task (e.g., a report), are not compensable.

When, as a result of a telephone call, the employee is required to report to work and the total time the employee engages in work is not more than three (3) hours, the employee shall receive the appropriate rate of pay for that work and not be paid the fifteen (15) minute minimum as noted above.

The employee shall receive the appropriate rate of pay for time worked beyond three (3) hours and will be paid the fifteen (15) minute minimum for off-duty calls that require work but do not involve reporting in.

## **7.8 REIMBURSEMENT FOR PAYROLL ERRORS**

The City agrees to reimburse an employee within two (2) workdays whenever it is determined that the employee did not receive all the compensation he/she was entitled to.

Any employee who is determined to have received excess compensation from the City shall reimburse the City within two (2) workdays, unless the error involves more than one (1) week's pay or was not discovered during the pay period following the one in which it occurred. In such cases, the City will establish a reasonable repayment period.

## **7.9 NO PYRAMIDING**

In no event shall compensation be received twice for the same hours.

# **ARTICLE 8 – HEALTH & WELFARE**

## **8.1 MEDICAL, DENTAL AND VISION INSURANCE**

The City provides to eligible employees the CIS Co-pay Plan B health insurance. Each employee shall continue to contribute to the cost of insurance five percent (5.0%) of the monthly premium for the employees' tier of insurance by payroll deduction.

For calendar year 2018, the Association may select another CIS health care plan that costs no more than five percent (5.0%) more than Co-pay Plan based on CIS Plan information released by CIS mid-year for the subsequent. The Association shall deliver written notice to the City of the plan that it selects no later than ten (10) business days prior to the CIS deadline to receive requests for coverage for the subsequent year. In the event the Association fails to deliver written notice of a plan selection by such deadline, the City shall maintain Co-pay Plan B, or in the event of a desirable plan design change, initiate bargaining over the change impact and costs.

The City will extend to eligible part-time employees the same medical, dental and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

## **8.2 OTHER INSURANCE**

In addition to the life insurance required by ORS 243.005 for police officers in the amount of ten thousand dollars (\$10,000.00), the City will maintain supplemental life and AD & D insurance through The Hartford and/or Standard Insurance companies as well as a supplemental policy based on "basic annual earnings" provided through the City's long-term disability policy through CIS and The Standard Insurance Company.



## **ARTICLE 9 – VACATION**

### **9.1 ACCRUAL**

All regular full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment in accordance with the following benefit schedule:

- A. At least one (1) year but less than five (5) years – ninety-six (96) hours per year.
- B. At least five (5) years but less than ten (10) years – one hundred and twenty (120) hours per year.
- C. At least ten (10) years but less than fifteen (15) years – one hundred and forty-four (144) hours per year.
- D. At least fifteen (15) years but less than twenty (20) years – one hundred and sixty-eight (168) hours per year.
- E. Over twenty (20) years – two hundred (200) hours per year.

Accrued vacation of a full-time employee shall not be forfeited in any manner by the City if the employee becomes a part-time employee, and the employee shall retain all earned and accrued vacation at the time of the classification change.

Any employee who accrues more than two hundred (200) hours per year as of December 2019 shall be grandfathered at and continue to accrue vacation at that rate.

### **9.2 MAXIMUM ACCRUAL**

An employee may not accumulate vacation leave in excess of two hundred and forty (240) hours.

Accrual balances will be reported on the employees' monthly pay stub so they can monitor their usage. In the event a scheduled vacation is cancelled by the City that was scheduled in accordance with 9.3 Scheduling, an employee may continue to accrue time if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Chief may schedule the employee off to keep him/her under the maximum accrual or the Chief may agree to pay down the vacation to the maximum.

### **9.3 SCHEDULING**

Scheduling of vacations shall be approved by the department head. Vacation periods granted shall have due consideration given to minimum interference with City business. An employee may utilize seniority to select a single block of vacation once a year by April 1. Employees working a 5/8 schedule may bid for one (1) five (5) day block of vacation by April 1. Employees working a 2-2-3/12 schedule may bid for one (1) sixty (60) hour block of vacation by April 1.

Vacation scheduling outside of the April 1 requirements shall be considered first-come-first-served based on the order of the date the vacation request is received.

### **9.4 NEW EMPLOYEES**

New employees shall accumulate vacation leave from date of hire but will not be eligible

to take vacation time off during their first six (6) months of continuous service.

## **9.5 PART-TIME EMPLOYEES**

Part-time employees will accrue vacation on a pro-rated basis in direct proportion to hours worked, and which accrual shall be limited by a prorated cap.

## **9.6 CASH OUT**

Employees may cash out up to forty (40) hours of accrued vacation leave once each fiscal year upon thirty (30) days advanced written notice.

# **ARTICLE 10 – RETIREMENT**

Full-time civilian employees, other than those entitled to continue to participate in the Public Employee Retirement System, will have six percent (6.0%) of salary contributed by the City and the employee will contribute six percent (6.0%) of salary to the Mission Square Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.

Police officers will continue to participate in the Public Employee Retirement System.

Effective July 1, 2003, the City will pick up the employees' six percent (6.0%) contribution to PERS for police officers and to Mission Square for dispatchers.

In addition, employees may participate in the City's deferred compensation program through Mission Square to an amount not to exceed twenty five percent (25.00%) of salary in total.

### **A. Mission Square**

All current full-time employees shall be vested at fifty percent (50.00%) after completion of three (3) years of service, seventy five percent (75.00%) after completion of four (4) years of service, and one hundred percent (100.00%) after completion of five (5) years of service.

### **B. PERS**

Employees who transfer into employment with the City as an existing PERS participant may elect to continue as a PERS participant regardless of job classification in accordance with any entitlement to do so provided by law and the PERS plan.

Benefits are provided under this article subject to statutory and plan waiting period requirements, generally until after six (6) months of employment with the City.

# **ARTICLE 11 – HOLIDAYS**

In lieu of recognized holidays and other holiday compensation, each fulltime police officer shall receive a credit of holiday hours equal to the employee's regularly scheduled shift (eight (8) hours or twelve (12) hours) per month, which may be accrued to the holiday bank or taken by the officer as pay. In lieu of recognized holidays and other holiday compensation, dispatchers shall accrue either ten (10) holiday hours per month (if working the 2/12 and 2/8 schedule) or eight (8) hours (if working a 5/8 schedule) which may be accrued to the holiday bank or taken by the dispatcher as pay.

The CSO shall receive holiday compensation as described by the City of Sweet Home Personnel Policy Manual.

In addition to the regular pay of part-time dispatchers, each shall earn a supplement in lieu of holiday pay computed pro-rata based upon regularly scheduled hours of work.

## **ARTICLE 12 – SICK LEAVE**

### **12.1 ACCRUAL**

Full-time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Accrual shall be unlimited. Sick leave may be used from the employee's initial date of hire.

### **12.2 UTILIZATION**

Employees are eligible for sick leave for any reason set forth in Attachment A to this Agreement, which is subject to change based on future changes in Oregon's Sick Time Act.

Whenever possible, employees shall schedule non-emergency medical and dental appointments during their off-duty time.

### **12.3 UTILIZATION UPON DEATH OR RETIREMENT**

Sick leave is provided to the employee, by the City, in nature of insurance against the loss of income due to illness or injury. As such, the accumulated balance is the property of the City. However, upon death or upon a full time employee's leaving City service in good standing after twenty years (20) of continuous service, or at age fifty five (55), whichever comes first, unless facing discipline that may lead to discharge, an employee shall be paid upon qualifying separation thirty percent (30.00%) at twenty (20) years, forty percent (40%) at twenty five (25) years, and (50.00%) at thirty (30) years, provided however that this payout is capped at no more than 960 hours, and ONLY the hours available and applicable after PERS fold-in as specified and required by law shall be applied..

PERS employees who choose to cash out their sick leave balance will only have the balance remaining after cash out reported to PERS for any potential retirement calculation.

### **12.4 PART-TIME EMPLOYEES**

Accrued sick leave earned as full-time employee shall not be forfeited if the employee becomes a part-time employee. The employee shall retain the balance to be used only as follows: if the employee resumes full time employment, or in connection with protected OFLA/FMLA leave at the hours per day the employee is then regularly scheduled to work, and as required by Oregon sick leave laws.

Part-time employees will accrue sick leave on a pro-rated basis with respect to hours of work.

### **12.5 INTEGRATION WITH WORKERS' COMPENSATION**

Employees are insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.

- A. During the period of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this Agreement related to sick leave, STD and LTD, if any, in accordance with the STD and LTD plan documents.
- B. When a bargaining unit member must take a leave due to a job-related disability, he/she will receive time loss benefits from the City's workers' compensation insurer. The time loss benefit is computed by the Workers' Compensation insurer based upon annualized earnings (base wage plus premiums, incentives and overtime) defined by law, which is paid during the time loss eligibility period.
- C. In addition to the statutory workers' compensation benefit paid by the insurer, an employee may elect to receive monthly sick leave payments charged to sick leave or other earned leave as hereinafter described to make up the difference, if any, between the time loss payment from the Workers' Compensation insurer and the employee's net regular salary.
- D. Under no circumstance may an employee use accrued paid leave to exceed the employee's net regular salary. An employee may notify the City that the employee does not want the leave charged against accrued leave, and the employee will remain in time loss and/or other appropriate protected leave status.
- E. While an employee is out on Workers' Compensation the employee shall be entitled to accrue full holiday, vacation, sick leave and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.

## **12.6 MISUSE**

Misuse of sick leave is grounds for disciplinary action up to and including termination.

## **12.7 MEDICAL VERIFICATION**

The City may, at any time, request written verification from the relevant health care provider of the need for sick leave or whether an employee is able to safely perform the duties of the job. The City agrees to pay any costs associated with obtaining medical evaluations and certifications that are not covered by the insurance provided to employees under Article 8. Medical verification may be subject to the provisions of OFLA/FMLA where applicable, and pursuant to City personnel policy.

## **12.8 CATASTROPHIC LEAVE DONATION**

Employees may donate, from their vacation leave accrual and compensatory time balance, to coworkers who have exhausted all but twenty-four (24) hours of accrual leave and are off work due to a catastrophic or chronic illness, hospitalization, operation or accident or are off work for a family member needing care for the same type medical condition.

The donor must maintain forty (40) hours of vacation time to be eligible to donate. The donee must have exhausted all but twenty-four (24) hours of accrued leave to be eligible to receive vacation donations.

Catastrophic leave donations shall be administered by the City in accordance with the City-wide policy; however, donors may restrict donations to use by one or more specified donees.

## **12.9 OFLA AND FMLA LEAVE**

OFLA and FMLA leave shall be granted as provided by law and City policy.

# **ARTICLE 13 – LEAVE OF ABSENCE**

## **13.1 LEAVES OF ABSENCE WITHOUT PAY**

The City will consider a written application for leave of absence without pay not to exceed one hundred and eighty (180) calendar days. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the city. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 18.3 Recall.

Employees on leave without pay, for any reason, shall not accrue any benefits.

## **13.2 JURY DUTY**

Employees shall be granted leave with full pay whenever they are required to report for jury duty and shall pay the City all remuneration as a juror except for travel and mileage expense reimbursements.

## **13.3 REINSTATEMENT FOLLOWING DISABILITY**

An employee who suffers an off-duty or non-job-related injury and is unable to return to duty within twelve (12) weeks from the date of injury shall be entitled to reinstatement to an available suitable position in the police department for a period of twenty-four (24) months from the date of injury.

## **13.4 BEREAVEMENT LEAVE**

In the event of notification of the death or impending death of a family member (husband, wife, children, stepchildren, sister, brother, mother, father, mother-in-law, father-in-law, grandfather or grandmother, same sex domestic partner or the parent or child of same) the department head may grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral or to grieve the death of the family member. A maximum of five (5) workdays per death or occurrence may be granted, if warranted. Bereavement leave shall be a leave with pay. Employees may also use paid sick leave pursuant to Article 12 to deal with the death of a family member.

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

### **13.5 MILITARY LEAVE**

Military leave shall be granted as provided by law.

## **ARTICLE 14 – UNIFORMS & EQUIPMENT**

The City provides to officers and CSO required and approved uniforms, including footwear and equipment for uniformed officers, and furnishes repair or replacement required through ordinary wear and tear.

Sworn law enforcement officers assigned to non-uniformed duty for a duration longer than fifteen (15) working days in a three (3) month period shall receive a clothing allowance of one hundred dollars (\$100.00) per calendar quarter.

The City furnishes dispatchers with polo shirts, slacks, and a uniform jacket and reimbursement up to seventy-five dollars (\$75.00) per year for approved dispatcher footwear.

## **ARTICLE 15 – DISCIPLINE**

### **15.1 DISCIPLINE AND DISCHARGE**

No employee shall be disciplined or discharged except for just cause. All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file. All written warnings or reprimands shall be removed from an employee's personnel file after three (3) years if no other discipline has occurred in that time period.

Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have an Association representative present at an investigative inquiry, upon request by the employee.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

Corrective action plans or the like used to improve employee performance are not "discipline" and are not grievable nor shall they be added to the employee's personnel file.

### **15.2 DUE PROCESS**

In the event the City believes an employee may be subject to discipline greater than a written warning or reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations within a reasonable time frame that may subject them to discipline;

Prior to any interview, an employee should be informed of the nature of the investigation and of facts reasonable sufficient to inform the employee of the circumstances surrounding the allegations under investigation. If a written complaint was received by the City, the City shall provide it to the employee prior to the time set for investigatory interview.

- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- D. At their request, the employee will be entitled to Association representation at the informal hearing.

### **15.3 JUST CAUSE STANDARDS**

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- C. The City must conduct a reasonable investigation;
- D. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;
- E. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation; and
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Association or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

### **15.4 PROBATIONARY EMPLOYEE**

This article shall not apply to any employee on probation as defined in Article 16.

## **ARTICLE 16 – PROBATIONARY PERIOD**

### **16.1 UNCERTIFIED NEW EMPLOYEES**

All non-certified employees hired into positions requiring DPSST certification or voluntarily transferred into such positions shall serve a probationary period starting from their date of hire and ending twelve (12) months after their application for basic certification is submitted to DPSST or twenty-four (24) months after their date of hire, whichever occurs first.

### **16.2 CERTIFIED NEW EMPLOYEES**

All employees already possessing appropriate DPSST certification shall serve a twelve (12) month probation starting from their date of hire.

### **16.3 TERMINATION DURING PROBATION**

The Association recognizes the right of the City to terminate probationary employees for any lawful reason, with or without cause. Such terminations shall not constitute a violation of this Agreement and are not grievable.

### **16.4 EXTENSION OF PROBATION**

Probationary employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to the employee's assignment to modified duty.

### **16.5 NON-SWORN MEMBER PROBATION**

Non-sworn bargaining unit members shall have a probation period of 12 months.

## **ARTICLE 17 – SETTLEMENT OF DISPUTES**

### **17.1 RESOLUTION PROCESS**

Any dispute which may arise between the parties over the application, enforcement, or interpretation of this Agreement shall first be brought to the attention of the employee's immediate supervisor. Within ten (10) days of the occurrence or employee's notice of the problem, the employee, with or without Association representation, and the supervisor shall informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) days of the meeting and discussion and if no resolution has been achieved, the employee and/or the Association may elect to proceed as follows:

**Step 1** - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the Association, within fourteen (14) days of the supervisor's denial, may file a written grievance with the Chief of Police.

The written grievance shall contain:

- A. A statement of the facts and circumstances that led up to or are the cause for the grievance;
- B. A citation of the contract provisions that have allegedly been violated and a description of why the employee and Association believe this to be true;
- C. The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- D. A description of the remedy sought for resolution of the problem.

The management team (supervisor, department head and City Manager) will consider the written grievance and shall meet with the employee and Association representative within fifteen (15) days of its submission in writing. Within ten (10) days of its meeting with the employee/Association, the management team shall render a written decision and provide same to the employee and the Association representative.



**Step 2** - If the above process fails to resolve the grievance and the Association decides to carry it further, the Association shall, within ten (10) days of the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board.

Within ten (10) days of the receipt of the list of arbitrators, the parties will select a neutral from the list by alternately striking the names. The employee/Association shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

## **17.2 TIME LIMITS**

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant fails to respond in a timely fashion; the grievance shall only be heard through the management team level and will not be subject to arbitration. The management team's response shall be final and binding.
- B. If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- C. All references to "days" in this Article refer to calendar days.

## **ARTICLE 18 – SENIORITY**

### **18.1 DEFINITION**

Seniority shall be defined as the total length of continuous service worked by an employee in their department, and second as the total length of service worked in a specific classification within the department. Departmental seniority shall apply in determining vacation scheduling as defined in Article 9. Seniority shall be broken or terminated if an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Is laid off and fails to respond to written notice as provided in this article 18.3 Recall;
- D. Is laid off work for a period of time greater than fourteen (14) months or a period of time equal to the employee's seniority whichever is shorter;
- E. Fails to report to work at the termination of an extended leave of absence;
- F. While on a leave of absence accepts employment without permission;
- G. Is retired; and
- H. Is terminated as a result of an employee's inability to return to work because of an extended illness or injury, for which there is no reasonable accommodation available.

### **18.2 REDUCTION IN FORCE**

If the City should reduce its workforce, layoffs shall be made within each job classification in the department on the basis of departmental seniority. Classification seniority shall only apply if all else is equal. The City agrees to notify the Association and the employees, simultaneously, not less than two (2) weeks prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off.

### **18.3 RECALL**

Any employee covered by this Agreement who may be on a layoff due to a force reduction shall be notified of the vacancy and privileged to return to work in order of departmental seniority before any outside person is given employment, provided that such employees are competent to fill existing vacancies, for a period of fourteen (14) months from the date of layoff.

### **18.4 NOTICE**

It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within two (2) calendar weeks of their acceptance of re-employment, as provided above, unless prevented by just cause from reporting within that time period. An employee who fails to

accept re-employment at his/her previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

### **18.5 SENIORITY LIST**

The City shall, upon request, furnish to the Association an updated employees list which shall contain the following:

- Department seniority date; and
- Classification seniority date.

## **ARTICLE 19 – STRIKES & LOCKOUTS**

### **19.1 NO STRIKE**

The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

### **19.2 ASSOCIATION OBLIGATION**

In the event of employee conduct which constitutes a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct in violation of this Article, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Article 19.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.

### **19.3 LOCKOUT**

There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

## **ARTICLE 20 – PERSONNEL RECORDS**

### **20.1 FILE**

There shall be only one (1) official personnel file for each employee maintained at the Police Department. Employees may inspect the contents of their official personnel file, upon request when mutually convenient for both the City and the employee, except for background investigation and related confidential reports from previous employers and others.

## **20.2 GRIEVANCES**

No grievance material shall be kept in the official employee personnel files after the grievance has been resolved, excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.

## **20.3 SIGNATURE REQUIREMENT**

No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file. The employee's signature shall only indicate receipt of the document and shall not be construed to mean agreement with it.

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a copy of the document was mailed to the employee at their address of record and such mailing is so certified by the Chief or a designee.

## **20.4 WRITTEN RESPONSES**

If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein (e.g. performance evaluations) This response shall be included as part of their personnel file until the material is removed.

## **20.5 OTHER INCLUSIONS**

Subject to the City's approval, employees may include favorable materials in their personnel file that are related to their duties.

## **20.6 REMOVAL**

All written warnings or reprimands shall be removed from an employee's personnel file after three (3) years if no other discipline has occurred in that time period. Additionally, the City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely or accurate, and therefore is subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. All removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations but may be used to establish forewarning or for litigation defense.

## **ARTICLE 21 – SAFETY**

There shall be established and maintained a Joint Safety and Health Committee comprised of representatives of both the City and the Association as provided in ORS 654.176-.192.

The Committee shall be comprised of no more than three (3) representatives each from the City and the Association. Each party will select their own representatives. The Safety Committee will be comprised of three (3) management representatives from different work areas and one (1) bargaining unit representative each from police, public works and City Hall.

If the Association is unable to select an employee to act as a representative within thirty (30) days notification of a vacancy, the City will assign a representative from within the bargaining unit.

## **ARTICLE 22 – WORKING OUT OF CLASS**

Employees required to work in a job classification with a higher pay range shall receive additional pay as described below, when deemed appropriate by the Chief or a designee. In any event, the employee shall be given additional pay if he/she works out of class in a higher pay range for all hours in excess of one (1) workday, where designated by the Chief to assume all the duties of the higher pay range job classification.

Premium pay shall be the beginning step of the higher classification range or five percent (5.0%) above the employee's regular salary, whichever is greater.

## **ARTICLE 23 – JOB DESCRIPTIONS**

The City shall provide each new employee a copy of their job description when they assume their job. Whenever revisions are made in the employee's job description, the affected employees shall be notified and provided a copy.

## **ARTICLE 24 – JOB OPENINGS AND PROMOTIONS**

Job openings and promotion opportunities shall be posted for two (2) weeks.

## **ARTICLE 25 – DRUG TESTING**

Employees will be included in the City's Random Drug Testing Policy.

The City agrees to meet with employees regarding administrative changes to the policy that relate to police. All decisions regarding disciplinary action will still be controlled by Article 15 - Discipline.

## **ARTICLE 26 – SAVINGS CLAUSE**

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

## **ARTICLE 27 – EMPLOYEE BILL OF RIGHTS**

In the event that a complaint is received against an employee that causes the City to conduct a formal non-criminal disciplinary investigation, the following protections shall be afforded to the employee being investigated:

- A. Prior to an interview of the employee as provided herein, the employee shall be given reasonable notice of the nature of the complaint and the basis of the allegations levied against the employee. The notice shall include sufficient facts to inform the employee of the circumstances surrounding the allegations under investigation. If a formal written complaint was submitted to the City, the City shall provide it to the employee prior to commencing an investigatory interview in the internal affairs process, provided however that this requirement does not apply to an informal administrative inquiry by a supervisor.

The employee will be afforded an opportunity and facilities to contact and consult privately with an attorney of the officer's choosing and/or a representative of the Association.

- B. Reasonable efforts shall be made to conclude investigations without a criminal investigation component within sixty (60) days of the notice to the employee. Reasonableness will vary based on the allegations and circumstances, and availability of the employee.
- C. The employee shall be informed of the outcome of the investigation.
- D. To the extent possible under the circumstances, employee interviews will be conducted while the employee is on duty or at a time mutually acceptable to the employee and City.
- E. The City shall provide reasonable breaks during the interview to attend to physical needs. The interview shall not take an unreasonable amount of time in view of the subject matter.
- F. The City will not threaten the employee or subject the employee to offensive language during any interview.
- G. The employee or his representative may record the interview. If the City records and/or transcribes the interview, it shall provide a copy of the recording and/or transcript to the employee.
- H. The employee will be provided with a copy of any report concerning the subject matter written by the employee being interviewed. If the City conducts more than one interview of an employee it shall provide the Association and employee with the audiotape or any report then in existence describing the employee's previous statements before the subsequent interview occurs if the subsequent interview covers questions asked and answered in the prior interview.
- I. As soon as it is determined that the employee may be charged criminally, the City shall inform the employee of the right to consult with criminal defense counsel.
- J. The City shall not require the chosen Association representative to disclose any statements made by the employee under investigation to the representative for purposes of the representation. Involved officers and fact witnesses may not serve as the Association representative of others under investigation due to the conflict of interests that exist.

This Bill of Rights shall not apply to any criminal inquiry, and shall not apply to any supervisor/subordinate interaction in the normal course of informal dialogue, counseling, or other corrective action less than and not including economic discipline, or to any other unplanned contact with the employee.

## **ARTICLE 28 – RESIDENCY**

Police Officers assigned to Patrol duties shall have no restrictions on residency. Police Officers residing beyond fifteen (15) air miles of the Sweet Home city limits will not be eligible for assignment to Detectives or other TDA opportunities which may require a rapid response time. The Chief of Police shall have discretion to limit assignment of take home cars to officers living outside the City of Sweet Home.

## ARTICLE 29 – TERM OF AGREEMENT

### 29.1 TERM

Except where otherwise specified, this Agreement shall be effective upon final signing by both parties and shall remain in full force and effect until June 30, 2028, unless renewed according to Article 30.2.

### 29.2 RENEWAL

This Agreement shall renew automatically from year to year unless either party gives the other notice of their desire to open the Agreement. This notice shall be given in writing, no later than September 1 of the prior year, ground rules shall be established promptly within the month of September unless otherwise expressly agreed in writing by the bargaining representatives, and the parties then will bargain as agreed upon in the ground rule discussions of the bargaining representatives.

This Agreement is executed on the \_\_\_\_\_ day of June, 2025.

**CITY OF SWEET HOME**

**SWEET HOME POLICE EMPLOYEES  
ASSOCIATION**

\_\_\_\_\_  
Jason Ogden, *City Manager*

\_\_\_\_\_  
Sean Morgan, *President*

\_\_\_\_\_  
Rachel Warren, *Treasurer*

\_\_\_\_\_  
Sean Potter, *Bargaining Member*

## **Attachment A**

### **Permissible Uses of Sick Leave**

Employees are entitled to use paid sick leave under Article 12 of this Agreement for the following purposes. The term “family member” means the spouse or same sex domestic partner of an employee, the biological, adoptive or foster parent or child of the employee or of the same sex domestic partner of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a parent of the same sex domestic partner of the employee or a person with whom the employee was or is in a step-child or step-parent relationship.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.





# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Sweet Home Police Employees’ Association Memorandum of Understanding

**Preferred Agenda:** June 24, 2025

**Submitted By:** Cecily Hope Pretty, Deputy City Manager

**Reviewed By:** Jason Ogden, City Manager / Police Chief

**Type of Action:** Resolution ☐ Motion ☒ Roll Call ☐ Other ☐

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Essential Services, Effective Government

**Attachments:** Sweet Home Police Employees’ Association Memorandum of Understanding – June 2025

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**Purpose of this RCA:**

The purpose of this RCA is to request approval of a Memorandum of Understanding (MOU) between the City of Sweet Home and the Sweet Home Police Employees’ Association (SHPEA), effective July 1, 2025 to June 30, 2028 in conjunction with the approval of the proposed 2025-2028 Collective Bargaining Agreement (CBA).

**The Challenge/Problem:**

Under the current SHPEA CBA, there are certain employees receiving incentives for college degrees. Under the terms of the new proposed CBA, these employees may lose their benefit unless the MOU is approved. The proposed MOU reflects the outcome of collective bargaining which began in March 2025 and concluded in June 2025.

**Issues and Financial Impacts:**

Maintenance of these incentives has already been budgeted. The employees named in the MOU shall be grandfathered and continue to earn their current education incentive until such time that the DPSST certification incentive exceeds the education incentive for Police Officers and Dispatchers. The Community Services Officer will continue to receive his current education incentive until he is eligible for a higher education incentive.

**Elements of a Stable Solution:**

The timely approval of an MOU to preserve benefits for existing employees combined with a reasonable solution to phase out the incentive when other incentives may replace this benefit under the new CBA.

**Options:**

1. Do nothing: The MOU will not be approved the employees named in the MOU will no longer be eligible for their same benefits.
2. Approve the MOU: Move to approve the MOU as proposed.
3. Direct staff to negotiate changes to the agreement: Management and the union will need to re-engage to modify the MOU.

**Recommendation:**

Staff recommends option #2: Move to approve the MOU as proposed.

## **Memorandum of Understanding**

Whereas, City of Sweet Home and the Sweet Home Police Employee's Association seek to establish this Memorandum of Understanding, herein "MOU", regarding the continuation of education pay for employees in the bargaining unit as of the ratification of the 2025-2028 Collective Bargaining Agreement ("CBA").

Whereas, the City and Association are parties to a CBA and this MOU is an addendum of that agreement and subject to the grievance resolution process of the CBA. In the event of a conflict between the terms of the CBA and the terms of this MOU, this MOU will control.

Therefore, the parties agree as follows:

Any SHPEA member who upon the ratification of this agreement earned an incentive for a college degree shall be grandfathered and continue to earn their current education incentive until such time that the DPSST certification incentive exceeds the education incentive for Police Officers and Dispatchers. The CSO will continue to receive his current education incentive until he is eligible for a higher education incentive.

The employees covered under this MOU and their respective degrees are as follows:

Sean Morgan	Bachelor Degree	4% Incentive Pay
Trevor Sundquist	Associate Degree	2% Incentive Pay
Cody McPherson	Bachelor Degree	4% Incentive Pay
Kaci Logan	Associate Degree	2% Incentive Pay
Riley Lovell	Associate Degree	2% Incentive Pay

This Agreement is executed on the 24<sup>th</sup> day of June, 2025.

**CITY OF SWEET HOME**

**SWEET HOME POLICE EMPLOYEES' ASSOCIATION**

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Jason Ogden, *City Manager*

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Sean Morgan, *President*



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Ordinance No. 7 for 2025 – Repealing SHMC Chapter 13.04.170 Fluoridation

**Preferred Agenda:** June 24, 2025

**Submitted By:** Blair Larsen, City Attorney

**Reviewed By:** Jason Ogden, City Manager / Police Chief

**Type of Action:** Resolution ☐ Motion ☒ Roll Call ☐ Other ☐

**Relevant Code/Policy:** SHMC Chapter 13.04.170, Ordinance No. 454

**Towards Council Goal:** Efficient Government

**Attachments:** Ordinance Bill No. 7 for 2025 – Repealing SHMC Chapter 13.04.170 Fluoridation  
Ordinance Bill No. 15 for 1964 – Ordinance No. 454 – Providing for the Fluoride Supplementation of the Public Water

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## **Purpose of this RCA:**

The purpose of this RCA is to provide an ordinance as requested by the City Council to repeal Sweet Home Municipal Code requiring the fluoridation of the City of Sweet Home's drinking water.

## **Background/Context:**

Fluoridation was ordered by Ordinance No. 454 on November 4, 1964 following a Special Election on November 3, 1964.

On June 24, 2014, City Council held a public hearing to receive public comment on the issue of fluoridation in the City of Sweet Home's water supply as a result of a citizen request in March 2014. City Council declined to take action, either through direct action or referral to the ballot, and recommended that residents initiate a petition if they desired to make any changes.

## **The Challenge/Problem:**

At the City Council meeting on May 27, 2025, there was City Council consensus to place an item on a future agenda to allow for discussion of the removal of the City's fluoride system.

## **Issues and Financial Impacts:**

Chemical and operations costs to operate the fluoride system are approximately \$20,000 annually.

## **Options:**

1. Do Nothing – The City's existing ordinance providing for fluoridation of the water supply will remain in place.

2. Move to conduct a first reading of the proposed ordinance as presented – If there is a unanimous vote to conduct a first reading, a second reading by title only may be conducted.
3. Move to conduct a first reading the proposed ordinance with changes – The Council may make changes to the proposed ordinance before reading.
4. Refer a measure to the ballot – City Council has the option to place the question on the ballot for Sweet Home voters to consider.
5. Direct staff to conduct additional research – Staff will need clear direction from the City Council regarding what additional information is desired.

**ORDINANCE BILL NO. 7 FOR 2025**

**ORDINANCE NO. \_\_\_\_\_**

**SWEET HOME ORDINANCE REPEALING SWEET HOME MUNICIPAL CODE SECTION 13.04.170 FLUORIDATION**

**WHEREAS**, Section 13.04.170 of the Sweet Home Municipal Code requires that fluoride be added to the City's water supply; and

**WHEREAS**, the Sweet Home City Council has determined that it is in the best interest of the City to amend the Sweet Home Municipal Code to remove this requirement.

**NOW THEREFORE,**

**THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:**

Section 1. SHMC 13.04.170 FLUORIDATION is amended to read:

**13.04.170 FLUORIDATION OF WATER**

The city is not authorized, nor is it directed, to supplement its public water supplies with fluoride.

Section 2. This ordinance shall become effective on the thirtieth day following its passage and adoption by the City Council.

**PASSED** by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025; and effective the this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager – Ex Officio City Recorder

Ordinance Bill No. 15 for 1964

ORDINANCE NO. 454

AN ORDINANCE PROVIDING FOR THE FLUORIDE SUPPLEMENTATION OF  
THE PUBLIC WATER SUPPLY FOR THE CITY OF SWEET HOME.

Be it ordained by the Common Council of the City of Sweet  
Home:

That the City of Sweet Home is hereby authorized and directed  
to provide for the fluoride supplementation of its public water  
supplies. Such supplementation is to be made in conformance  
with the regulations of the Oregon State Board of Health  
controlling fluoridation of public water supplies.

PASSED by the Voters and approved by the Mayor this 3  
day of November, 1964.

William J. Penney  
Mayor

ATTEST:

Robert G. White  
City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Ordinance No. 6 for 2025 – Amending SHMC Chapter 3.24 Transient Lodging Tax

**Preferred Agenda:** June 24, 2025

**Submitted By:** Cecily Hope Pretty, Deputy City Manager

**Reviewed By:** Blair Larsen, City Attorney

**Type of Action:** Resolution ☐ Motion ☒ Roll Call ☐ Other ☐

**Relevant Code/Policy:** SHMC Chapter 3.24

**Towards Council Goal:** Efficient Government, Economic Strength

**Attachments:** Ordinance Bill No. 6 for 2025 – Amending SHMC Chapter 3.24, Transient Lodging Tax (markup version, clean version)

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## **Purpose of this RCA:**

The purpose of this RCA is to request approval and first reading of a proposed ordinance to update Sweet Home Municipal Code (SHMC) Chapter 3.24, Transient Lodging Tax, for the purposes of entering into an intergovernmental agreement (IGA) with the Oregon Department of Revenue (DOR) to collect Transient Lodging Tax (TLT) on the City's behalf.

## **Background/Context:**

The City of Sweet Home has collected a 6% TLT since 1990, most of which is utilized to support tourism in Sweet Home. The Sweet Home Chamber of Commerce is partially funded through this revenue source annually via the City.

Historically, the City has struggled to collect TLT from short-term rental companies as hosts are not required to register with the City and are often unaware of the requirement, and the companies are not required by law to ensure everyone registered on their sites are compliant with local TLT regulations.

Sweet Home last updated Sweet Home Municipal Code (SHMC) Chapter 3.24 in 2017.

At the City Council meeting on June 10, 2025, a first and second reading by title only were conducted and City Council moved to conduct a third reading at the following City Council meeting. Minor formatting revisions were also made by the City Attorney with no substantive changes to the content of the ordinance.

## **The Challenge/Problem:**

Currently, operators must complete two reports in order to pay the TLT they collect. While the State reports are typically filed, the local reports are not and the City of Sweet Home does not have the resources to determine when this discrepancy occurs and to collect the outstanding tax.



Entering into an IGA with DOR will simplify the process so that a single report can be filed with the State as the single tax collector, and the State will distribute the funds to the City similar to the way marijuana funds are distributed.

Further amendments to SHMC Chapter 3.24 are required in order to enter into an IGA with the DOR and allow them to collect TLT on behalf of the City. The State is better equipped to ensure taxes are collected from all applicable entities, including short-term rentals. Currently, 27 cities and counties in Oregon utilize an IGA with the DOR to collect TLT.

**Issues and Financial Impacts:**

This ordinance and an associated IGA with the DOR will create efficiency for staff and provide greater revenue opportunities for the City through State-run collection of TLT. While the State will require that its administrative costs are covered, it is anticipated that the improved revenue collection will offset those costs.

**Elements of a Stable Solution:**

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

**Options:**

1. *Do Nothing* – If the Council chooses to do nothing, then the City will not enter into an agreement with the DOR and will continue to lose potential short-term rental income.
2. *Move to approve the proposed ordinance as presented* – Adopt the ordinance with no modifications.
3. *Move to approve the proposed ordinance with changes* – The Council may make changes to the proposed ordinance before final approval.
4. *Direct staff to research other ways to accomplish the same goals.*

**Recommendation:**

Staff recommends option 2: *Move to approve the ordinance as presented.*

## **Current City of Sweet Home Transient Lodging Tax Ordinance, with ~~deletions~~ and additions to comply with current TLT Model Ordinance**

### **3.24.010 TITLE AND PURPOSE**

This chapter shall be known as the “Transient Lodging Tax Ordinance of the City of Sweet Home”. The taxes, interest and penalties collected shall be placed in the General Fund of the city to be used for public purposes of the city.

### **3.24.020 DEFINITIONS**

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

~~**ACCRUAL ACCOUNTING.** The operator enters the rent due from an occupant on his or her records when the rent is earned whether or not it is paid.~~

~~**BOOKING SERVICE.** Any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a host and a prospective occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction. Booking services include directly or indirectly accepting, receiving or facilitating payment, whether or not the person or entity is the ultimate recipient of the payment, including through Application Programming Interfaces (APIs) or other computerized devices where third-party providers receive information about a transaction and collect funds for the transient lodging occupancy from an occupant.~~

~~**CASH ACCOUNTING.** The operator does not enter the rent due from an occupant on his or her records until rent is paid.~~

~~**HOST.** The owner or person who resides at the short-term rental or has been designated by the owner or resident of the short-term rental and who rents out the short-term rental for transient lodging occupancy either directly or through the use of a hosting platform.~~

~~**HOSTING PLATFORM.** A person or entity that participates in the short-term rental business by collecting or receiving a fee for booking services through which a host may offer a transient lodging facility. Hosting platforms usually, though not necessarily, provide booking services through an online platform that allows a host to advertise the transient lodging through a website provided by the hosting platform and provides a means for the hosting platform to conduct a transaction by which prospective occupants arrange transient lodging and payment whether occupant pays rent directly to the host or to the hosting platform.~~

~~**LOCAL TAX TRUSTEE.** The operator, hosting platform or designee thereof that accepts, receives or facilitates the payment directly from the occupant, whether or not the operator or hosting platform is the ultimate recipient of the payment.~~

~~**OCCUPANCY.** The right to the use or possession of any space in transient lodging for dwelling, lodging or sleeping purposes for less than 30 days.~~

~~**OCCUPANT.** Any individual who exercises occupancy or is entitled to occupancy in transient lodging for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.~~

~~**OPERATOR.**~~

- ~~A. Any person who provides transient lodging for occupancy to the general public for compensation. Furnishing accommodations can be done via employees, contractors, agents or any other person allowed to process reservations and accept payment for the transient lodging on behalf of the transient lodging provider; or~~
- ~~B. Any person who facilitates the reservations of an accommodation and collects the payment for the transient lodging reservation from the occupant; or~~
- ~~C. Any transient lodging provider, transient lodging intermediary or transient lodging tax collector as defined in O.R.S. 320.300.~~

**PERSON.** Any individual, firm, partnership, joint venture, limited liability company, limited liability partnership, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

**RENT.** The consideration paid or payable by an occupant for the occupancy of space in transient lodging valued in money, goods, labor, credits, property or other consideration. If a separate fee is charged for services, goods or commodities and the fee is optional, that fee is not included in rent.

**SHORT-TERM RENTAL.** A house, duplex, multi-plex, apartment, condominium, houseboat, trailer or other residential dwelling unit where a person rents guest bedrooms or the entire residential dwelling unit for transient lodging occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that only allows for residential use.

**SHORT-TERM RENTAL HOSTING PLATFORM.** A business or other person that facilitates the retail sale of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental housing platforms are transient lodging intermediaries.

**TAX ADMINISTRATOR.** The Finance Director of the City of Sweet Home, or its designee, which may include the Oregon Department of Revenue. If the city utilizes the Oregon Department of Revenue as its tax administrator, it will comply with ORS 305.620 in that it will follow the rules adopted by the Department of Revenue regarding the administration, collection, enforcement, and distribution of transient lodging taxes.

**TLT or TAX TAX (TLT).** The transient lodging tax.

**~~TRANSIENT LODGING or TRANSIENT LODGING FACILITIES.~~** ~~Any structure, or any portion of any structure which is occupied or intended or designed for transient occupancy for 30 days or less, for dwelling, lodging or sleeping purposes, and includes any motel, inn, tourist home or house, hotel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, bed and breakfast, space in manufactured home park, space in mobile home park, space in trailer park, space in recreational vehicle park, or similar structure including space or portions thereof so occupied; provided, the occupancy is for temporary human occupancy.~~

- ~~A. Spaces used for overnight parking of recreational vehicles or placement of tents during periods of human occupancy;~~
- ~~B. Hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy; or~~
- ~~C. Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.~~

**TRANSIENT LODGING PROVIDER.** A person that furnishes transient lodging.

**TRANSIENT LODGING INTERMEDIARY.** A person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

- A. Charges for occupancy of the transient lodging;
- B. Collects the consideration charged for occupancy of the transient lodging; or
- C. Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

**TRANSIENT LODGING TAX COLLECTOR.** A Transient Lodging Provider or Transient Lodging Intermediary.

### **3.24.030 TAX IMPOSED**

- A. Effective July 1, 1990, each occupant shall pay a tax (TLT) in the amount of 6% of the rent. The occupant shall pay the TLT with the rent to the Transient Lodging Tax Collector ~~Local Tax Trustee~~. TLT amounts shall be rounded down to the nearest cent. The Transient Lodging Tax Collector ~~Local Tax Trustee~~ shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the Transient Lodging Tax Collector ~~Local Tax Trustee~~ with each installment unless the occupant pays the entire amount with the first payment.
- B. Bills, receipts or invoices provided to occupants shall list the city TLT separately and must accurately state the amount of tax. All amounts listed as TLT on invoices, bills or receipts must be reported as TLT and, after collection, must be turned over to the city.
- C. ~~No Local Tax Trustee shall advertise that the TLT or any part of the TLT will be assumed or absorbed by the Local Tax Trustee, or that it will not be added to the rent, or that any part of it will be refunded, except in the matter provided by this chapter.~~

### **3.24.040 COLLECTION OF TAX BY TRANSIENT LODGING TAX COLLECTOR ~~LOCAL TAX TRUSTEE~~**

- A. Every Transient Lodging Tax Collector ~~Local Tax Trustee~~ shall collect the TLT at the time rent is paid, unless an exemption applies. If payment is by credit card for purposes of this section payment is made at the time credit card information is provided to the Transient Lodging Tax Collector ~~Local Tax Trustee~~ not when the Transient Lodging Tax Collector ~~Local Tax Trustee~~ ultimately receives credit for the transaction. While holding the payment in trust for the city, a Transient Lodging Tax Collector ~~Local Tax Trustee~~ may commingle the tax proceeds with the Transient Lodging Tax Collector's ~~Local Tax Trustee's~~ funds, but the Transient Lodging Tax Collector ~~Local Tax Trustee~~ is not the owner of tax proceeds. Transient Lodging Tax Collectors ~~Local Tax Trustees~~ may choose to file returns and remit payment based on amounts accrued but not collected. The Transient Lodging Tax Collector ~~Local Tax Trustee~~ is liable for any TLT that should have been collected from the occupant, except in cases of nonpayment of rent by the occupant.
- B. Upon request of the city, Transient Lodging Tax Collectors ~~Local Tax Trustees~~ must provide all physical addresses of transient lodging facilities within the city limits and the related contact information, including the name and mailing address, of the general manager, agent, owner, host or other responsible person for the location.
- C. ~~Operators who receive any portion of the rent and hosting platform that provide booking service are jointly and severally liable for the tax.~~

### **3.24.050 SHORT-TERM RENTAL HOUSING PLATFORM FEES**

A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as operators with the city and possess a certificate of authority at the time the short-term rental is occupied.

### **3.24.060 LIABILITY FOR TAX**

Transient lodging providers who receive any portion of the rent for transient lodging and transient lodging intermediaries that provide booking service are both transient lodging tax collectors and are jointly and severally liable for the tax.

### **3.24.070 EXEMPTIONS**

No tax imposed under this chapter shall be imposed upon:

- A. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;
- B. A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;
- C. A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than 30 days per year;
- D. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter;
- E. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility; or
- F. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of 30 days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:
  - 1. All dwelling units occupied are within the same facility; and
  - 2. The person paying consideration for the transient lodging is the same person throughout the consecutive period.

### **3.24.080 REGISTRATION OF TRANSIENT LODGING PROVIDER, OPERATOR--FORM AND CONTENTS,--EXECUTIONS,--CERTIFICATION OF AUTHORITY**

- A. Every person engaging or about to engage in business as a Transient Lodging Provider ~~an operator~~ in the City of Sweet Home shall ~~register with the Tax Administrator~~ provide a completed registration form to the Tax Administrator within 15 calendar days after commencing business. The registration form shall require the Transient Lodging Provider to provide the name of the business, any separate business addresses, and other information as the Tax Administrator may require to implement this Chapter. Transient Lodging Providers who own or operate Transient Lodging Facilities in the City of Sweet Home shall provide the address of the Lodging Facility. The registration form shall be signed by the Transient Lodging Provider. The Tax Administrator shall, within 15 days after registration, issue without charge a certificate of authority to collect the TLT. The Transient Lodging Provider's obligation to collect the TLT is imposed once rent for Transient Lodging is paid, even if the registration form has not been filed or if the certificate has not been issued. If the rent transaction is facilitated online, the certificate of authority must be able to be viewed by the occupant by clicking on a link to the certificate of authority at a reasonable place during the payment transaction.
- ~~B. Operators engaged in business at the time the ordinance codified in this chapter is adopted must register not later than 30 days after passage of the ordinance codified in~~

~~this chapter. Operators starting business after this chapter is adopted must register within 15 calendar days after commencing business. The privilege of registration after the date of imposition of the tax shall not relieve any person from the obligation of payment or collection of tax regardless of registration. The registration form shall be signed by the operator and shall set forth the name under which an operator transacts or intends to transact business, the location of his or her place or places of business and such other information to facilitate the collection of the tax as the Tax Administrator may require.~~

- ~~C. The Tax Administrator shall, within 15 days after registration, issue without charge a certificate of authority to collect the TLT. The obligation to collect the TLT is imposed once rent for transient lodging is paid, even if the registration form has not been filed or if the certificate has not been issued. If rent transaction is facilitated online, the certificate of authority must be able to be viewed by the occupant by clicking a link to the certificate of authority at a reasonable place during the payment transaction.~~
- D. Certificates shall be non-assignable and nontransferable, and shall be surrendered to the Tax Administrator when the business is sold or transferred or when a Transient Lodging Facility ceases to operate at the location specified in the registration form. Each certificate issued to a Transient Lodging Provider ~~an operator~~ for a specific lodging facility shall be prominently displayed at the lodging facility and includes:
1. The name of the Transient Lodging Provider ~~operator~~;
  2. The address of the Transient Lodging Facility;
  3. The date the certificate was issued; and
  4. The certificate number as assigned by the Tax Administrator; ~~and~~
  5. ~~The amount of city authorized lodging tax as a percentage.~~

### **3.24.090 REMITTANCES AND RETURNS AND REMITTANCES**

The tax imposed by this chapter shall be paid by the occupant to the operator at the time that rent is paid. The taxes collected by any operator are due and payable to the Tax Administrator as follows:

- A. ~~Local Tax Trustees shall~~ Transient Lodging Tax Collectors must submit a completed tax return form to the Tax Administrator on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter and accompanied by remittance of all tax collected. The return shall be filed in such form at the Tax Administrator may prescribe. The Tax Administrator if they deem it necessary in order to insure payment or facilitate collection by the City of the amount of taxes in any individual case, may require returns and payment of the amount of taxes on other than monthly periods.
- B. Remittances are delinquent if not made by the last day of the month in which they are due.
- C. Returns shall show the gross rents collected, taxable rents, and the total amount of TLT collected. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.
- D. ~~Tax returns and remittances may be submitted in person or by mail. The person required to file the return shall deliver the return, together with payment of the amount of the tax due, to the Tax Administrator, to the appropriate office, either by personal delivery, by mail, or by electronic tax return filed through a reporting and payment portal furnished by the Tax Administrator, or its designee. If the return and remittance is mailed, the postmark shall be considered the date of delivery.~~
- E. The Tax Administrator may extend the time for making any return or remittance of the tax by up to 30 days. No further extension shall be granted, except by the City Council. Any Transient Lodging Tax Collector ~~local Tax Trustee~~ to whom an extension is granted shall pay interest at the rate of 1% per month on the amount of the remittance due without

proration for a fraction of a month. If a return is not filed, and the remittance and interest due is not paid by the end of the extension granted, then the interest shall become part of the tax for computation of penalties.

### **3.24.100 PENALTIES AND INTEREST**

- A. Interest shall be added to the overall tax amount due at the same rate established under O.R.S. 305.220 for each month, or fraction of a month, from the time the return to the Tax Administrator Oregon Department of Revenue was originally required to be filed to the time of payment.
- B. If a Transient Lodging Tax Collector fails to file a return or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under ORS 314.400.
- ~~C. If a Local Tax Trustee fails to file a return with the Oregon Department of Revenue or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under O.R.S. 314.400.~~
- D. Every penalty imposed and any interest that accrues becomes a part of the financial obligation required to be paid and remitted to the Tax Administrator ~~Oregon Department of Revenue.~~
- E. Taxes, interest and penalties paid to the Tax Administrator under this section shall ~~transferred to the City of Sweet Home by the Oregon Department of Revenue will be distributed to the city's General Fund.~~
- ~~F. If at any time a Local Tax Trustee fails to remit any amount owed in taxes, interest or penalties, the Oregon Department of Revenue is authorized to enforce collection on behalf of the city of the owed amount, an agreement between the Oregon Department of Revenue and City of Sweet Home under O.R.S. 305.620 and any applicable administrative rules adopted by the Oregon Department of Revenue.~~

### **3.24.110 DEFICIENCY DETERMINATIONS—FRAUD,—EVASION,—LOCAL TAX TRUSTEE TRANSIENT LODGING TAX COLLECTOR DELAY**

- A. *Deficiency determination.* The Tax Administrator may review tax returns and adjust the amount due based on the information in the return, on information obtained during a review or audit of records, or on the basis of other evidence. In the event of a deficiency, the Tax Administrator shall provide notice of the deficiency to the Transient Lodging Tax Collector ~~Local Tax Trustee~~, who shall remit deficiencies within ten business days of the deficiency notice. Notice may be by personal delivery or certified or registered mail. ~~Penalties on deficiencies shall be applied as set forth in § 3.24.090.~~
  - 1. In reviewing and adjusting tax returns, the Tax Administrator shall offset any amount received in excess of the remittances due against any shortages in remittances.
  - 2. Except in the case of fraud or intent to evade TLT, notice of deficiency determinations shall be issued within three years of the period for which the deficiency determination is made.
  - 3. The time to remit deficient payment amounts under this section shall be extended if the Transient Lodging Tax Collector ~~Local Tax Trustee~~ timely requests a redetermination.
  - ~~4. The Tax Administrator shall mail or personally serve written notice of final determination to the Local Tax Trustee.~~
- B. *Fraud, refusal to collect, evasion.* If any Transient Lodging Tax Collector ~~Local Tax Trustee~~ fails to collect, report or remit the tax as required, submits a fraudulent return, or otherwise

violates or attempts to violate this chapter, the Tax Administrator shall estimate the tax due, and calculate the amount owing from the Transient Lodging Tax Collector Local Tax Trustee for tax remittance, interest and penalties and provide notice to the Transient Lodging Tax Collector Local Tax Trustee of the assessment. The determination and notice shall be made and mailed within three years of the discovery by the Tax Administrator of the violation. The determination is due and payable upon receipt of notice and shall become final ten business days after the date notice was delivered if no petition for redetermination is filed.

- ~~G. *Costs of determining tax.* All costs to the city in determining the actual tax due from any operator shall be added to and become a part of the amount owed by the operator upon written notice to the operator, served personally or by mail.~~

### **3.24.120 REDETERMINATIONS**

- A. Any person affected by a deficiency determination may file a petition for redetermination with the Tax Administrator within ten business days of service of notice of the tax deficiency. A determination becomes final if a petition for redetermination is not timely filed.
- B. If a petition for redetermination is filed within the allowable period, the Tax Administrator shall reconsider the determination and grant an oral hearing if requested. The petitioner shall be allowed at least 20 business days to prepare for the hearing.
- C. After considering the petition and all available information, the Tax Administrator shall issue a redetermination decision and mail the decision to the petitioner. During the redetermination process, the Tax Administrator may agree to a compromise of the amount due if there is a good faith dispute over the amount owing.
- D. The decision of the Tax Administrator on redetermination becomes final and payment is due ten business days after the decision is mailed unless the petitioner files an appeal to the City Council within that time. The City Council's decision shall be final when reduced to writing and mailed to the petitioner and all amounts due must be paid within 10 business days of mailing of the City Council decision.

### **3.24.130 COLLECTIONS**

- A. The city may bring legal action to collect on any amounts owed to the city under this chapter within three years after remittance is due to the city or within three years after any determination becomes final.
- B. The city is entitled to collect reasonable attorneys' fee in any legal action brought to collect on amount owed to the city under this chapter.

### **3.24.140 LIENS**

The city may record a lien in the city's lien docket against any real property owned by a transient lodging provider who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the transient lodging provider.

### **3.24.150 REFUNDS**

- D. *Refunds by the City to the Transient Lodging Tax Collector Local Tax Trustee.* If the Transient Lodging Tax Collector Local Tax Trustee remits more tax, penalty or interest



than is due, the Transient Lodging Tax Collector ~~Local Tax Trustee~~ may file a claim in writing stating the facts relating to the claim, within three years from the date of remittance. If the claim is approved by the Tax Administrator, the excess amount shall be either refunded or credited on any amount due from the Transient Lodging Tax Collector ~~Local Tax Trustee~~.

- E. *Refunds by City to Occupant.* A Transient Lodging Tax Collector ~~Local Tax Trustee~~ may file a claim for refund by filing a claim in writing within three years of payment providing the facts relating to the claim for refund. If the Tax Administrator determines that the tax was collected and remitted to the city and the occupant was not required to pay the tax or overpaid, the City shall issue a refund.
- F. *Refunds by the Transient Lodging Tax Collector ~~Local Tax Trustee~~ to occupants.* If an occupant has paid tax to a Transient Lodging Tax Collector ~~Local Tax Trustee~~, but then stays a total of 30 or more consecutive days, the Transient Lodging Tax Collector ~~Local Tax Trustee~~ shall refund to the occupant any tax collected for any portion of the continuous stay. The Transient Lodging Tax Collector ~~Local Tax Trustee~~ shall account for the collection and refund to the Tax Administrator. If the Transient Lodging Tax Collector ~~Local Tax Trustee~~ has remitted the tax prior to the refund or credit to the occupant, the Transient Lodging Tax Collector ~~Local Tax Trustee~~ shall be entitled to a corresponding refund or offset if the claim for refund is filed within three years from the date of collection.
- G. *Burden of proof.* The person claiming the refund shall have the burden of proving the facts that established the basis for the refund.

### **3.24.160 ADMINISTRATION**

- A. *Records required from Transient Lodging Tax Collectors ~~operators~~ form.* Every Transient Lodging Tax Collector ~~operator~~ shall keep records of each transaction involving rent and/or collection of TLT guest records of room sales and accounting books and records of the room sales. All records shall be retained by the Transient Lodging Tax Collector ~~operator~~ for a period of at least three years and six months after they come into being.
- B. *Examination of records—investigations.* The Tax Administrator or agent may examine all records of a Transient Lodging Tax Collector relating to receipt of rent and TLT and remittance of tax during normal business hours and may obtain copies of the records to audit returns during normal business hours, the books, papers and accounting records relating to room sales of any operator after notification to the operator liable for the tax and may investigate the business of the operator in order to verify the accuracy of any return made or, if no return is made by the operator, to ascertain and determine the amount required to be paid.
- C. *Authority of Tax Administrator.* The Tax Administrator shall have the power to enforce this chapter, conduct audits, and to adopt rules, regulations and forms consistent with this chapter. Rules and regulations of general application shall be mailed to all registered Transient Lodging Providers ~~operators~~. The Tax Administrator may also issue written interpretations on request of a Transient Lodging Tax Collector ~~Local Tax Trustee~~. As to the Transient Lodging Tax Collector ~~Local Tax Trustee~~ to whom the interpretation is issued, the City will act consistently with the interpretation until it is withdrawn, and the city shall provide 30 days' written notice of withdrawal of an interpretation.
- D. *Confidential character of information obtained—disclosure unlawful.* The city shall maintain the confidentiality of information provided by Transient Lodging Tax Collectors ~~Local Tax Trustees~~. Nothing in this subsection shall be construed to prevent:

1. The disclosure to, or the examination of records and equipment by, another city official, employee or agent for collection of taxes for the purpose of administering or enforcing any provisions of this chapter or collecting city business license fees.
2. Disclosure of information to the Transient Lodging Tax Collector ~~Local Tax Trustee~~ and the Transient Lodging Tax Collector's ~~Local Tax Trustee's~~ agents.
3. The disclosure of the names and addresses of any persons to whom certificates of authority have been issued.
4. The disclosure of general statistics regarding taxes collected or business done in the city.
5. Disclosures required by O.R.S. Chapter 192.
6. Disclosures required by O.R.S. Chapter 297.

### **3.24.170 APPEALS TO CITY COUNCIL ~~TRANSIENT OCCUPANCY TAX APPEAL BOARD--PROCEDURE~~**

Any person aggrieved by any decision of the tax administrator may appeal to the city council by filing a written appeal with the tax administrator within 10 business days of the serving or mailing of the decision being appealed. The city manager shall schedule the hearing on a city council agenda and provide the appellant notice of the hearing at least 10 business days before the hearing. The city council may agree to a compromise of the amount of tax remittance if there is a good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the tax administrator to the city council by filing a written appeal within 10 business days of the mailing of the notice of the regulation.

- ~~A. A transient occupancy appeal board is created to be composed of members of the City Council. Four members of the Board shall constitute a quorum. The Board shall keep a record of its transactions and shall not, at any time, receive any compensation for their services on the Board.~~
- ~~B. The Board shall have the power to:
 
  1. Hear and determine appeals of orders or decisions of the City Manager made upon petitions for redetermination of tax. The Board may affirm, modify or reverse such orders or decision or dismiss the appeals therefrom, as may be just, and shall prescribe such forms, rules and regulations relating to appeals as it may deem necessary. In the review of the City Manager decision or order, the Committee may take such evidence and make such investigation as it may deem necessary and give notice of its determinations. The determination shall become final ten days thereafter and shall thereupon become due and payable, subject to interest and penalties;
  2. Modify, affirm or disapprove all forms, rules, determinations and regulations prescribed by the City Recorder in the administration and enforcement of this chapter; and
  3. Make such investigations as it deems advisable regarding the imposition and administration of the transient occupancy tax.~~

### **3.24.160 REMEDIES, COLLECTIONS AND LIENS**

- ~~A. The remedies, which include penalties herein, provided for in this chapter or sections thereof shall be cumulative and not exclusive and shall be in addition to any and all other remedies available to the city.~~

- ~~B. The city may bring legal action to collect on any amounts owed to the city under this chapter within three years after remittance is due to the city or within three years after any determination becomes final.~~
- ~~C. The city is entitled to collect reasonable attorneys' fees in any legal action brought to collect on amounts owed to the city under this chapter.~~
- ~~D. The city may record a lien in the city's lien docket against any real property owned by an operator who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the operator.~~

### **3.24.180 PENALTY VIOLATION**

A violation of this chapter is a Class A civil infraction. Each day that violation remains uncured is a separate infraction. Violation of this chapter also constitutes a violation and may be prosecuted under the provisions of Chapter 9.36 and any amendments thereto. Each day that a violation remains uncured is a separate offense.

- ~~A. It is unlawful for any operator or other person so required, to fail or refuse to register as required in this chapter, or to furnish any return required to be made, or to fail or refuse to furnish a supplemental return or other data required by the Tax Administrator or to render a false or fraudulent return. No person required to make, render, sign or verify any report shall make any false or fraudulent report, with intent to defeat or evade the determination of an amount due required by this chapter. No person shall violate any provision of this chapter.~~
- ~~B. Violation of this chapter constitutes a violation and may be prosecuted under the provisions of Chapter 9.36 and any amendments thereto. Each day that a violation remains uncured is a separate offense.~~

### **3.24.180 APPEALS TO CITY COUNCIL**

~~Any person aggrieved by any decision of the Tax Administrator may appeal to the City Council by filing a written appeal with the Tax Administrator within ten business days of the serving or mailing of the decision being appealed. The City Manager shall schedule the hearing on a City Council agenda and provide the appellant notice of the hearing at least ten business days before the hearing. The City Council may agree to a compromise of the amount of tax remittance if there is a good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the Tax Administrator to the City Council by filing a written appeal within ten business days of the mailing of the notice of the regulation. The City Council's decision shall be final when reduced to writing and mailed to the petitioner and all amounts due must be paid within ten business days of mailing of the City Council decision.~~

**ORDINANCE BILL NO. 6 FOR 2025**

**ORDINANCE NO. 1335**

**SWEET HOME ORDINANCE AMENDING SWEET HOME MUNICIPAL CODE CHAPTER 3.24  
TRANSIENT LODGING TAX**

**WHEREAS**, a local transient lodging tax ("TLT") is a tax imposed by the City of Sweet Home on the sale, service or furnishing of transient lodging;

**WHEREAS**, transient lodging includes hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy; spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy;

**WHEREAS**, the City of Sweet Home adopted Sweet Home Municipal Code Chapter (SHMC) 3.24 on June 26, 1990, implementing a six percent (6%) transient lodging tax;

**WHEREAS**, transient lodging tax collectors, as that term is used in ORS 320.300, are responsible for collecting and remitting the tax to the city; and

**WHEREAS**, in order to collect the transient lodging tax equally and fairly, updated terms and modifications to SHMC Chapter 3.24 are necessary.

**NOW THEREFORE,**

**THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:**

Section 1. SHMC 3.24.020 DEFINITIONS is amended to read:

**3.24.020 DEFINITIONS**

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

*OCCUPANCY.* The right to the use or possession of any space in transient lodging for dwelling, lodging or sleeping purposes for less than 30 days.

*OCCUPANT.* Any individual who exercises occupancy or is entitled to occupancy in transient lodging for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.

*PERSON.* Any individual, firm, partnership, joint venture, limited liability company, limited liability partnership, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

*RENT.* The consideration paid or payable by an occupant for the occupancy of space in transient lodging valued in money, goods, labor, credits, property or other consideration. If a separate fee

is charged for services, goods or commodities and the fee is optional, that fee is not included in rent.

**SHORT-TERM RENTAL.** A house, duplex, multi-plex, apartment, condominium, houseboat, trailer or other residential dwelling unit where a person rents guest bedrooms or the entire residential dwelling unit for transient lodging occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that only allows for residential use.

**SHORT-TERM RENTAL HOSTING PLATFORM.** A business or other person that facilitates the retail sale of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental housing platforms are transient lodging intermediaries.

**TAX ADMINISTRATOR.** The Finance Director of the City of Sweet Home, or its designee, which may include the Oregon Department of Revenue. If the city utilizes the Oregon Department of Revenue as its tax administrator, it will comply with ORS 305.620 in that it will follow the rules adopted by the Department of Revenue regarding the administration, collection, enforcement, and distribution of transient lodging taxes.

**TLT or TAX.** The transient lodging tax.

**TRANSIENT LODGING or TRANSIENT LODGING FACILITIES.** Spaces used for overnight parking of recreational vehicles or placement of tents during periods of human occupancy;

- A. Hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy; or
- B. Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.

**TRANSIENT LODGING PROVIDER.** A person that furnishes transient lodging.

**TRANSIENT LODGING INTERMEDIARY.** A person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

- A. Charges for occupancy of the transient lodging;
- B. Collects the consideration charged for occupancy of the transient lodging; or
- C. Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

**TRANSIENT LODGING TAX COLLECTOR.** A Transient Lodging Provider or Transient Lodging Intermediary.

Section 2. SHMC 3.24.030 TAX IMPOSED is amended to read:

3.24.030 TAX IMPOSED

- A. Effective July 1, 1990, each occupant shall pay a tax (TLT) in the amount of 6% of the rent. The occupant shall pay the TLT with the rent to the Transient Lodging Tax Collector. TLT amounts shall be rounded down to the nearest cent. The Transient Lodging Tax Collector shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the Transient Lodging Tax Collector with each installment unless the occupant pays the entire amount with the first payment.
- B. Bills, receipts or invoices provided to occupants shall list the city TLT separately and must accurately state the amount of tax. All amounts listed as TLT on invoices, bills or receipts must be reported as TLT and, after collection, must be turned over to the city.

Section 3. SHMC 3.24.040 COLLECTION OF TAX BY LOCAL TAX TRUSTEE is amended to read:

#### 3.24.040 COLLECTION OF TAX BY TRANSIENT LODGING TAX COLLECTOR

- A. Every Transient Lodging Tax Collector shall collect the TLT at the time rent is paid, unless an exemption applies. If payment is by credit card for purposes of this section payment is made at the time credit card information is provided to the Transient Lodging Tax Collector not when the Transient Lodging Tax Collector ultimately receives credit for the transaction. While holding the payment in trust for the city, a Transient Lodging Tax Collector may commingle the tax proceeds with the Transient Lodging Tax Collector's funds, but the Transient Lodging Tax Collector is not the owner of tax proceeds. Transient Lodging Tax Collectors may choose to file returns and remit payment based on amounts accrued but not collected. The Transient Lodging Tax Collector is liable for any TLT that should have been collected from the occupant, except in cases of nonpayment of rent by the occupant.
- B. Upon request of the city, Transient Lodging Tax Collectors must provide all physical addresses of transient lodging facilities within the city limits and the related contact information, including the name and mailing address, of the general manager, agent, owner, host or other responsible person for the location.

Section 4. SHMC 3.24.060 EXEMPTIONS is amended to read:

#### 3.24.060 LIABILITY FOR TAX

Transient lodging providers who receive any portion of the rent for transient lodging and transient lodging intermediaries that provide booking service are both transient lodging tax collectors and are jointly and severally liable for the tax.

Section 5. SHMC 3.24.070 REGISTRATION OF OPERATOR—FORM AND CONTENTS—EXECUTIONS—CERTIFICATION OF AUTHORITY is amended to read:

#### 3.24.070 EXEMPTIONS

No tax imposed under this chapter shall be imposed upon:

- A. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;
- B. A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;
- C. A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than 30 days per year;
- D. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter;
- E. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility; or
- F. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of 30 days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:
  - 1. All dwelling units occupied are within the same facility; and
  - 2. The person paying consideration for the transient lodging is the same person throughout the consecutive period.

Section 6. SHMC 3.24.080 RETURNS AND REMITTANCES is amended to read:

**3.24.080 REGISTRATION OF TRANSIENT LODGING PROVIDER, FORM AND CONTENTS, EXECUTIONS, CERTIFICATION OF AUTHORITY**

- A. Every person engaging or about to engage in business as a Transient Lodging Provider in the City of Sweet Home shall provide a completed registration form to the Tax Administrator within 15 calendar days after commencing business. The registration form shall require the Transient Lodging Provider to provide the name of the business, any separate business addresses, and other information as the Tax Administrator may require to implement this Chapter. Transient Lodging Providers who own or operate Transient Lodging Facilities in the City of Sweet Home shall provide the address of the Lodging Facility. The registration form shall be signed by the Transient Lodging Provider. The Tax Administrator shall, within 15 days after registration, issue without charge a certificate of authority to collect the TLT. The Transient Lodging Provider's obligation to collect the TLT is imposed once rent for Transient Lodging is paid, even if the registration form has not been filed or if the certificate has not been issued. If the rent transaction is facilitated online, the certificate of authority must be able to be viewed by the occupant by clicking on a link to the certificate of authority at a reasonable place during the payment transaction.
- B. Certificates shall be non-assignable and nontransferable, and shall be surrendered to the Tax Administrator when the business is sold or transferred or when a Transient Lodging Facility ceases to operate at the location specified in the registration form. Each certificate issued to a Transient Lodging Provider for a specific lodging facility shall be prominently displayed at the lodging facility and includes:
  - 1. The name of the Transient Lodging Provider;
  - 2. The address of the Transient Lodging Facility;
  - 3. The date the certificate was issued; and
  - 4. The certificate number as assigned by the Tax Administrator.

Section 7. SHMC 3.24.090 PENALTIES AND INTEREST is amended to read:

### 3.24.090 REMITTANCES AND RETURNS

The tax imposed by this chapter shall be paid by the occupant to the operator at the time that rent is paid. The taxes collected by any operator are due and payable to the Tax Administrator as follows:

- A. Transient Lodging Tax Collectors must submit a completed tax return form to the Tax Administrator on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter and accompanied by remittance of all tax collected. The return shall be filed in such form at the Tax Administrator may prescribe. The Tax Administrator if they deem it necessary in order to insure payment or facilitate collection by the City of the amount of taxes in any individual case, may require returns and payment of the amount of taxes on other than monthly periods.
- B. Remittances are delinquent if not made by the last day of the month in which they are due.
- C. Returns shall show the gross rents collected, taxable rents, and the total amount of TLT collected. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.
- D. The person required to file the return shall deliver the return, together with payment of the amount of the tax due, to the Tax Administrator, to the appropriate office, either by personal delivery, by mail, or by electronic tax return filed through a reporting and payment portal furnished by the Tax Administrator, or its designee. If the return and remittance is mailed, the postmark shall be considered the date of delivery.
- E. The Tax Administrator may extend the time for making any return or remittance of the tax by up to 30 days. No further extension shall be granted, except by the City Council. Any Transient Lodging Tax Collector to whom an extension is granted shall pay interest at the rate of 1% per month on the amount of the remittance due without proration for a fraction of a month. If a return is not filed, and the remittance and interest due is not paid by the end of the extension granted, then the interest shall become part of the tax for computation of penalties.

Section 8. SHMC 3.24.100 DEFICIENCY DETERMINATIONS--FRAUD--EVASION--LOCAL TAX TRUSTEE DELAY is amended to read:

### 3.24.100 PENALTIES AND INTEREST

- A. Interest shall be added to the overall tax amount due at the same rate established under O.R.S. 305.220 for each month, or fraction of a month, from the time the return to the Tax Administrator was originally required to be filed to the time of payment.
- B. If a Transient Lodging Tax Collector fails to file a return or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under ORS 314.400.
- C. Every penalty imposed and any interest that accrues becomes a part of the financial obligation required to be paid and remitted to the Tax Administrator.
- D. Taxes, interest and penalties paid to the Tax Administrator under this section shall be distributed to the city's General Fund.



Section 9. SHMC 3.24.110 (RESERVED) is amended to read:

**3.24.110 DEFICIENCY DETERMINATIONS—FRAUD, EVASION, TRANSIENT LODGING TAX COLLECTOR DELAY**

- A. *Deficiency determination.* The Tax Administrator may review tax returns and adjust the amount due based on the information in the return, on information obtained during a review or audit of records, or on the basis of other evidence. In the event of a deficiency, the Tax Administrator shall provide notice of the deficiency to the Transient Lodging Tax Collector, who shall remit deficiencies within ten business days of the deficiency notice. Notice may be by personal delivery or certified or registered mail.
1. In reviewing and adjusting tax returns, the Tax Administrator shall offset any amount received in excess of the remittances due against any shortages in remittances.
  2. Except in the case of fraud or intent to evade TLT, notice of deficiency determinations shall be issued within three years of the period for which the deficiency determination is made.
  3. The time to remit deficient payment amounts under this section shall be extended if the Transient Lodging Tax Collector timely requests a redetermination.
- B. *Fraud, refusal to collect, evasion.* If any Transient Lodging Tax Collector fails to collect, report or remit the tax as required, submits a fraudulent return, or otherwise violates or attempts to violate this chapter, the Tax Administrator shall estimate the tax due, and calculate the amount owing from the Transient Lodging Tax Collector for tax remittance, interest and penalties and provide notice to the Transient Lodging Tax Collector of the assessment. The determination and notice shall be made and mailed within three years of the discovery by the Tax Administrator of the violation. The determination is due and payable upon receipt of notice and shall become final ten business days after the date notice was delivered if no petition for redetermination is filed.

Section 10. SHMC 3.24.120(1) is amended to read:

- A. Any person affected by a deficiency determination may file a petition for redetermination with the Tax Administrator within ten business days of service of notice of the tax deficiency. A determination becomes final if a petition for redetermination is not timely filed.

Section 11. SHMC 3.24.120(4) is amended to read:

- D. The decision of the Tax Administrator on redetermination becomes final and payment is due ten business days after the decision is mailed unless the petitioner files an appeal to the City Council within that time. The City Council's decision shall be final when reduced to writing and mailed to the petitioner and all amounts due must be paid within 10 business days of mailing of the City Council decision.

Section 12. SHMC 3.24.130 REFUNDS is amended to read:

### 3.24.130 COLLECTIONS

- A. The city may bring legal action to collect on any amounts owed to the city under this chapter within three years after remittance is due to the city or within three years after any determination becomes final.
- B. The city is entitled to collect reasonable attorneys' fee in any legal action brought to collect on amount owed to the city under this chapter.

Section 13. SHMC 3.24.140 ADMINISTRATION is amended to read:

### 3.24.140 LIENS

The city may record a lien in the city's lien docket against any real property owned by a transient lodging provider who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the transient lodging provider.

Section 14. SHMC 3.24.150 TRANSIENT OCCUPANCY TAX APPEAL BOARD--PROCEDURE is amended to read:

### 3.24.150 REFUNDS

- D. *Refunds by the City to the Transient Lodging Tax Collector.* If the Transient Lodging Tax Collector remits more tax, penalty, or interest than is due, the Transient Lodging Tax Collector may file a claim in writing stating the facts relating to the claim, within three years from the date of remittance. If the claim is approved by the Tax Administrator, the excess amount shall be either refunded or credited on any amount due from the Transient Lodging Tax Collector.
- E. *Refunds by City to Occupant.* A Transient Lodging Tax Collector may file a claim for refund by filing a claim in writing within three years of payment providing the facts relating to the claim for refund. If the Tax Administrator determines that the tax was collected and remitted to the city and the occupant was not required to pay the tax or overpaid, the City shall issue a refund.
- F. *Refunds by the Transient Lodging Tax Collector to occupants.* If an occupant has paid tax to a Transient Lodging Tax Collector, but then stays a total of 30 or more consecutive days, the Transient Lodging Tax Collector shall refund to the occupant any tax collected for any portion of the continuous stay. The Transient Lodging Tax Collector shall account for the collection and refund to the Tax Administrator. If the Transient Lodging Tax Collector has remitted the tax prior to the refund or credit to the occupant, the Transient Lodging Tax Collector shall be entitled to a corresponding refund or offset if the claim for refund is filed within three years from the date of collection.
- G. *Burden of proof.* The person claiming the refund shall have the burden of proving the facts that established the basis for the refund.

Section 15. SHMC 3.24.160 REMEDIES, COLLECTIONS, AND LIENS is amended to read:

### 3.24.160 ADMINISTRATION

- A. *Records required from Transient Lodging Tax Collectors.* Every Transient Lodging Tax Collector shall keep records of each transaction involving rent and/or collection of TLT. All records shall be retained by the Transient Lodging Tax Collector for a period of at least three years and six months after they come into being.
- B. *Examination of records—investigations.* The Tax Administrator or agent may examine all records of a Transient Lodging Tax Collector relating to receipt of rent and TLT and remittance of tax during normal business hours and may obtain copies of the records to audit returns.
- C. *Authority of Tax Administrator.* The Tax Administrator shall have the power to enforce this chapter, conduct audits, and to adopt rules, regulations and forms consistent with this chapter. Rules and regulations of general application shall be mailed to all registered Transient Lodging Providers. The Tax Administrator may also issue written interpretations on request of a Transient Lodging Tax Collector. As to the Transient Lodging Tax Collector to whom the interpretation is issued, the City will act consistently with the interpretation until it is withdrawn, and the city shall provide 30 days' written notice of withdrawal of an interpretation.
- D. *Confidential character of information obtained—disclosure unlawful.* The city shall maintain the confidentiality of information provided by Transient Lodging Tax Collectors. Nothing in this subsection shall be construed to prevent:
  - 1. The disclosure to, or the examination of records and equipment by, another city official, employee or agent for collection of taxes for the purpose of administering or enforcing any provisions of this chapter or collecting city business license fees.
  - 2. Disclosure of information to the Transient Lodging Tax Collector and the Transient Lodging Tax Collector's agents.
  - 3. The disclosure of the names and addresses of any persons to whom certificates of authority have been issued.
  - 4. The disclosure of general statistics regarding taxes collected or business done in the city.
  - 5. Disclosures required by O.R.S. Chapter 192.
  - 6. Disclosures required by O.R.S. Chapter 297.

Section 16. SHMC 3.24.170 VIOLATION is amended to read:

#### 3.24.170 APPEALS TO CITY COUNCIL

Any person aggrieved by any decision of the tax administrator may appeal to the City Council by filing a written appeal with the tax administrator within 10 business days of the serving or mailing of the decision being appealed. The City Manager shall schedule the hearing on a City Council agenda and provide the appellant notice of the hearing at least 10 business days before the hearing. The City Council may agree to a compromise of the amount of tax remittance if there is a good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the tax administrator to the City Council by filing a written appeal within 10 business days of the mailing of the notice of the regulation.

Section 17. SHMC 3.24.180 APPEALS TO CITY COUNCIL is amended to read:

#### 3.24.180 PENALTY

A violation of this chapter is a Class A civil infraction. Each day that violation remains uncured is a separate infraction. Violation of this chapter also constitutes a violation and may be prosecuted under the provisions of Chapter 9.36 and any amendments thereto. Each day that a violation remains uncured is a separate offense.

Section 18. This Ordinance shall take effect on the thirtieth day after its passage.

PASSED by the Council and approved by the Mayor this 24<sup>th</sup> day of June, 2025; and effective the 24<sup>th</sup> day of July, 2025.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME LIBRARY BOARD MINUTES

June 12, 2025, 4:30 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.

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## Call to Order

The meeting was called to order at 4:31 PM.

## Roll Call

### PRESENT

Chair Eva Journey  
Vice Chair Kelsey Hicks  
Board Member Jen Castaneda  
Board Member Jim Corley

### ABSENT

Board Member Caryn Wise

### COUNCIL

Councilor Chelsea Augsburger, Council Liaison

### STAFF

Megan Dazey, Library Services Director  
Cecily Hope Pretty, Deputy City Manager

## Review & Approval of Minutes

- a) 2025-05-08 Library Board Meeting Minutes

Board Member Corley moved to approve the minutes of the May 8, 2025 Library Board meeting minutes. The motion carried by the following vote:

AYE: Journey, Hicks, Castaneda, Corley

NAY: None

ABSENT: Wise

## Report of the Library Services Director

- a) Report of the Library Director for May/June 2025

Director Dazey stated that she would not provide a verbal report to allow more time for other agenda items.

No action was required for this item.

b) LACL Conference Summary

Director Dazey stated that she recently attended the Libraries Advancing Community Learning to Reduce Substance Use national forum. She noted that activities at the forum would result in documentation and support substance use reduction and general harm reduction activities in libraries. She reviewed some of the recommendations generated from the forum. She stated that she applied for a grant with the libraries in Lebanon and Albany to obtain harm reduction materials.

Vice Chair Journey asked of the impact of substance use on library operations. Director Dazey stated that staff typically had interactions with individuals on substances at least hourly.

Discussion ensued regarding implementation of new potential programs.

Board Member Castaneda asked of the use of the Free Little Libraries. Director Dazey stated that they were well-used and were refilled every two to three weeks.

No action was required for this item.

**Statistics**

a) Statistical Report May/June 2025

Director Dazey stated that statistics were slightly down but that was typical when the weather first improves.

No action was required for this item.

**Fiscal Report**

There was no fiscal report to be heard.

**Old Business**

There was no old business to be heard.

**New Business**

a) SHPL June 2025 Newsletter

Director Dazey presented the latest library newsletter.

No action was required for this item.

b) Library Needs Assessment Discussion

Director Dazey stated that a larger library was needed to accommodate growing programs. She noted that there was no current funding for a combined library/low-income housing building. She highlighted the receipt of a \$10,000 grant to upgrade the library's ADA entrance and noted that a community survey was required as a condition of the grant. She requested feedback regarding potential future library sites.

Chair Journey asked of utilizing the current site of the former City Hall. Director Dazey stated that an architectural firm offered that as an option but noted that the costs for a new build were significantly more than a remodel. Chair Journey noted the importance of sufficient parking.

Board Member Castaneda expressed support for obtaining the currently vacant former pizza place if it came available. She asked of available land close to downtown to consider for a new build. Director Dazey replied that there were a few available lots off of Highway 20.

There was consensus to hold a Work Session regarding the future library site selection.

**Adjournment**

There being no further discussion, the meeting was adjourned at 5:27 PM.

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Chair

ATTEST:

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Library Services Director, Secretary to the Board

DRAFT

**CWACT Full Commission Meeting**  
**Thursday, June 26, 2025**  
**5:00 pm - 7:00 pm**

**HYBRID MEETING: IN PERSON AT PORT OF NEWPORT**

Port of Newport Commission Meeting Room  
600 SE Bay Boulevard, Newport, Oregon 97370

**VIA TEAMS VIDEO/CALL-IN AVIALABLE**

Teams Link by clicking [HERE](#)

Meeting ID: 268 444 336 235 5

Passcode: Pv2jn77y

**Mobile One Click Number**

**[+1 872 242 8088](#)**

Phone Conference ID: 136 001 243#

**Contact: Matt Lehman; [mlehman@ocwcog.org](mailto:mlehman@ocwcog.org)**

**AGENDA**

- |           |             |   |  |
|-----------|-------------|---|--|
| <b>1)</b> | <b>5:00</b> | <b>Welcome and Agenda Review</b><br><i>Welcome to Lincoln County!</i>   | <b>Commissioner<br/>Pat Malone Chair</b> |
| <b>2)</b> | <b>5:05</b> | <b>Public Comments</b><br><i>This time is reserved for members of the public to comment on issues related to the CWACT's activities.</i>  | <b>Chair</b>                             |
| <b>3)</b> | <b>5:08</b> | <b>Approve Minutes of April 24, 2025, meeting</b><br><b>(<a href="#">Attachment A</a>)</b><br><br><b><i>ACTION: Approval of Minutes</i></b>   | <b>Chair</b>                             |
| <b>4)</b> | <b>5:10</b> | <b>Caucus to Select Executive Committee Members</b><br><i>CWACT members caucus to select a Linn County representative to serve on the Executive Committee for 2025. Councilor Montague Resigned from Albany City Council and was the Linn CWACT Executive Representative.</i><br><br><b><i>ACTION: Elect Linn County Member to Serve on Executive Committee</i></b> | <b>Chair</b>                             |
| <b>5)</b> | <b>5:15</b> | <b>Newport City Center Revitalization Plan</b><br><i>Updated from the City of Newport Staff on the City Center Revitalization Plan</i>  | <b>Guest, Anna<br/>laukea</b>            |
| <b>6)</b> | <b>5:30</b> | <b>ODOT Region 2 Update</b><br><i>Update on the ODOT overview.</i><br><br><b><i>ACTION: Discussion</i></b>  | <b>ODOT, Savannah<br/>Crawford</b>       |



- |          |   |                       |
|----------|---|-----------------------|
| 7) 6:00  | <b>Capital Investment Plan (CIP) Investment Strategy</b><br><b>(Attachment B)</b><br><i>Discussion on the CIP investment strategy</i><br><br><b>ACTION:</b> CIP comments  | ODOT and Staff        |
| 8) 6:30  | <b>Work Plan Discussion</b><br><i>Discussion on the 2025 work plan update.</i><br><br><b>ACTION:</b> Discussion   | Staff, Matt<br>Lehman |
| 9) 6:45  | <b>Other Business</b> <ul style="list-style-type: none"> <li>• July 31st Corvallis OTC Meeting Presentation<br/><b>(Attachment C)</b></li> <li>• CED Director Transition Letter <b>(Attachment D)</b></li> <li>• Cancellation of August 28, 2025, Full Commission!<br/>Meeting</li> </ul> | Staff, Matt<br>Lehman |
| 10) 7:00 | <b>Adjournment</b><br><i>The next CWACT Full Commission Meeting is<br/>scheduled for August 28, 2025 (or may be cancelled if<br/>approved by the Commission)</i>  | Chair                 |

**Primary Members:**

Last Name	First Name	Representing	Category
Malone	Pat	Benton County	Chair
Bronstein	Sarah	Benton County – Private Sector	Primary
Van Drimmelen	Chris	City of Albany	Primary
Olson	Ava	City of Corvallis	Primary
Short	Kathy	City of Depoe Bay	Primary
Conti	Dominic	City of Lebanon	Primary
Mark	Rick	City of Lincoln City	Primary
Hickam	Mike	City of Millersburg	Primary
Cuthbertson	Jeanni	City of Monroe	Primary
Kaplan	Jan	City of Newport	Primary
Saalsaa	Rich	City of Philomath	Primary
Sanchez	Angelita	City of Sweet Home	Primary
Samaniego	Joe	City of Tangent	Primary
Silvia	Frank	City of Toledo	Primary
Townsend	Jerry	City of Waldport	Primary
Collins	Barry	City of Yachats	Primary
Peterson	Bonnie	Conf. Tribes of Siletz Indians	Primary
Hall	Claire	Lincoln County	Vice Chair
Nyquist	Roger	Linn County	Primary
Steele	Janet	Linn County – Private Sector	Primary
Hildebrant	Christine	ODOT	Primary
Sylvia	Gil	Port of Newport	Primary

**QUORUM REQUIREMENT:** For the purpose of conducting official business, a quorum shall exist when either:

1. Representatives from fifty-one (51) percent (%) of the voting members are in attendance; or
2. The following representatives are present:
  - Two of three county commissioners
  - Two additional representatives from each county, whether cities, ports, private sector members, or CTSI representatives.

(CWACT Bylaws: Article VI – Organization Procedures Section B)

**CASCADES WEST AREA COMMISSION ON TRANSPORTATION  
FULL COMMISSION MEETING  
Thursday, April 24, 2024  
5:00 pm – 7:00 pm**

Last Name	First Name	Representing	Attendance
Malone	Pat	Benton County	Yes
Bronstein	Sarah	Benton County – Private Sector	Yes
Montague	Jackie	City of Albany	Yes
Olson	Ava	City of Corvallis	Rory Rowan
Short	Kathy	City of Depoe Bay	No
Conti	Dominic	City of Lebanon	No
Mark	Rick	City of Lincoln City	Yes
Hickam	Mike	City of Millersburg	Yes
Cuthbertson	Jeanni	City of Monroe	No
Kaplan	Jan	City of Newport	No
Sanchez	Angelita	City of Sweet Home	Ken Bronson
Saalsaa	Rich	City of Philomath	Yes
Samaniego	Joe	City of Tangent	Yes
Silvia	Frank	City of Toledo	Yes
Collins	Barry	City of Yachats	Yes
Kennta	Robert	Conf. Tribes of Siletz Indians	No
Hall	Claire	Lincoln County	Yes
Nyquist	Roger	Linn County	No
Steele	Janet	Linn County – Private Sector	Yes
Hildebrant	Christine	ODOT	Yes
Sylvia	Gil	Port of Newport	Yes
Dunn	Greg	City of Waldport	Jerry Townsend

**Ex-Officio Members:** Corum Ketchum (CAMPO); Billy McGregor (AAMPO)

**Guests:** James Feldmann (ODOT Alternate), Mark Ruam (Millersburg Alternate), Amanda Pietz (ODOT Presenter), Kayla Hootsman (ODOT Presenter), Rob Emmons (Albany Alternate),

**OCWCOG Staff:** CED Supervisor Justin Peterson, Planning Manager Matt Lehman, and Executive Assistant Ashlyn Muzechenko

TOPIC	DISCUSSION	DECISION / CONCLUSION
1. Welcome and Agenda	The Chair, Commissioner Pat Malone called the CWACT Full	<b>Meeting called to order at</b>

Review	<p>Commission meeting to order and conducted an agenda review at 5:06pm.</p> <p>There were no changes to the meeting agenda.</p> <p>As there were a few new faces to the CWACT, introductions were conducted.</p> <p>Chair Commissioner Malone provided a welcome to Benton County Overview along with a recap of the Philomath Boulevard tour for the CWACT Members and Guests in attendance.</p>	<b>5:06pm by The Chair, Commissioner Pat Malone</b>
2. Public Comments	There were no public comments presented to the CWACT Full Commission Members.	<b>There were no public comments.</b>
<p>3. Approve Minutes of February 27, 2025</p> <p>(Attachment A)</p> <p><b>Action:</b> Approval of minutes</p>	Councilor Jackie Montague moved, to approve the Minutes of the February 27, 2025, CWACT Full Commission Meeting. Councilor Rich Saalsaa seconded. The motion carried successfully.	<b>Councilor Jackie Montague moved, to approve the Minutes of the February 27, 2025, CWACT Full Commission Meeting. Councilor Rich Saalsaa seconded. The motion carried successfully.</b>
<p>4. ODOT Capital Investment Plan Update</p> <p><b>Action:</b> Informational</p>	<p>Amanda Pietz with ODOT shared a presentation covering the ODOT Capital Investment Plan.</p> <p>The capital investment plan is ODOT's new portfolio of investments covering a 10-year range that will identify projects and strategically transition them prior to STIP programming.</p> <p>Pietz added feedback from the ACT can be presented live here today, or comments can be submitted by the ACT for the Oregon Transportation Commission (OCT) to review at their July Meeting.</p> <p>The CIP ensures investment decisions help advance long term vision and goals; this document essentially creates a mid-range investment plan.</p>	

	<p>Chair Commissioner Malone inquires how the ACT can influence and prioritize projects moving forward.</p> <p>Pietz answered the ACT identified the priorities that will help screen decisions and advance projects for each 10-Year cycle.</p> <p>Councilor Mike Hickam asked how projects get moving once they are on the ODOT list.</p> <p>Pietz answered the statewide list hasn't officially been made yet. The goal is to create a list that is within their financial capacity in order to mitigate the over promise of funding for projects.</p> <p>Sarah Bronstein noted that the request from ODOT is to take the list and elevate key points that are of the most importance. While this can feel irresponsible, many of the items have crossovers. The best way to evaluate would be to choose projects that meet at least, things items from the list but hopefully more.</p> <p>Christine Hildebrant added that the goals and outcomes will be revisited and updated every 3-5 years, which is generally when priority changes can happen.</p> <p>Pietz added the grading criteria created by the OTC will be passed down to the ACT to help grade and score their projects before elevation and submission.</p>	
<p>5. Metropolitan Planning Organization (MPO) Presentation</p> <p><b>Action:</b> Informational</p>	<p>AAMPO Staff Billy McGregor shared the MPO presentation and education briefing with the members and guests in attendance.</p> <p>McGregor noted this presentation provides an overview of the Corvallis Area and Albany Area MPO's as well as highlights some of the recent ongoing projects within the two regions.</p>	
<p>6. Other Business:</p> <ul style="list-style-type: none"> <li>Future of Transportation Funding (Impacts to</li> </ul>	<p>Hildebrant shared ODOT is still looking to move forward with the Oregon Transportation Reinvestment Package (TRIP) which will address some of the funding short falls.</p>	

<p>Transit funding and other programs)</p> <ul style="list-style-type: none"> <li>• Legislative updates from members</li> <li>• Oregon Transportation Commission (OTC) Updates</li> <li>• Corvallis OTC Meeting in July</li> <li>• Updated 2025 Meeting Schedule</li> <li>• Work Plan update – Upcoming October 2025</li> <li>• June Coastal Meeting Location</li> </ul>	<p>Additionally, last year around this time the Joint committee on transportation did 12 town halls across the state, the information gathered will help draft a transportation funding bill to address those shortcomings.</p> <p>Hildebrant noted she will follow up with staff to provide slides from the last OTC meeting.</p> <p>Chair Commissioner Malone shared that the current proposal is a 20-cent increase in the gas tax over the next 6 years, along with other registration fees. Additionally, Chair Malone shared Oregon was the first state in the country to impose a gas tax which started many years ago.</p> <p>CED Supervisor Justin Peterson provided an update on the OTC Meetings. The next in-person meeting will be in Corvallis, but the location has not been determined yet. This meeting is coming up on July 31<sup>st</sup> and more information will be provided once it becomes available.</p> <p>Peterson shared that the December 25<sup>th</sup> meeting had been rescheduled to December 11<sup>th</sup> due to the Christmas Holiday and OCWCOG Holiday Closure. An updated meeting schedule can be found on the CWACT Website.</p> <p>Peterson did an all call to the coastal partners present to see if any members would be willing and able to host the June 26<sup>th</sup> CWACT Full Commission meeting.</p> <p>Commissioner Gil Sylvia volunteered to look into the schedule for the Port of Newport to host the June meeting.</p> <p>Councilor Frank Silvia added if the port is unable to for the June CWACT Meeting, the city of Toledo would gladly fill in as back up.</p> <p>Peterson provided an update on the CWACT current work plan. A new</p>	
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	<p>work plan will need to be drafted in June with new goals and approved in October at the CWACT FC Meeting.</p> <p>Peterson shared the updated priority projects list with the CWACT Members and guests in attendance. This list will be sent out to members in the follow up email set to go out before the end of the week.</p>	
7. Adjournment	The next CWACT Full Commission Meeting is scheduled for June 26, 2025, at the Port of Newport.	<b>The meeting was adjourned at 7:00pm by the Chair, Commissioner Pat Malone.</b>

## Discussion Questions:

- With limited funding, what kinds of goals and considerations should be used in prioritizing ODOT investments? (See list below for examples.)
- What are the top three outcomes you think should be most heavily weighted?
- Are there any special considerations that should be given that are unique to modes, urban or rural areas, or different parts of the state?
- What do you think best defines or makes up a best-value or high return on investment project?

## Example Goals and Investment Criteria

Stewardship of Public Resources	Safety
<ul style="list-style-type: none"> <li>• Maximizes the lifecycle of an asset</li> <li>• Maintains infrastructure</li> <li>• Improves resiliency (seismic or climate)</li> </ul>	<ul style="list-style-type: none"> <li>• Reduces fatalities and serious injuries</li> <li>• Implements crash reduction strategies</li> </ul>
Sustainability and Climate Action	Accessibility
<ul style="list-style-type: none"> <li>• Transitions to cleaner vehicles and fuels</li> <li>• Reduces vehicle miles traveled</li> <li>• Increases low and no emission modes</li> </ul>	<ul style="list-style-type: none"> <li>• Completes a critical connection</li> <li>• Improves multi-modal access</li> <li>• Supports movement of people of all abilities</li> </ul>
Mobility	Equity
<ul style="list-style-type: none"> <li>• Traffic volumes (AADT)</li> <li>• Highway classification (e.g. Expressway)</li> <li>• Roadway/multi-modal designation (e.g. Freight Route)</li> <li>• Travel time improvements</li> <li>• Improves reliability</li> </ul>	<ul style="list-style-type: none"> <li>• Expands access to essential services</li> <li>• Geographic balance</li> </ul>



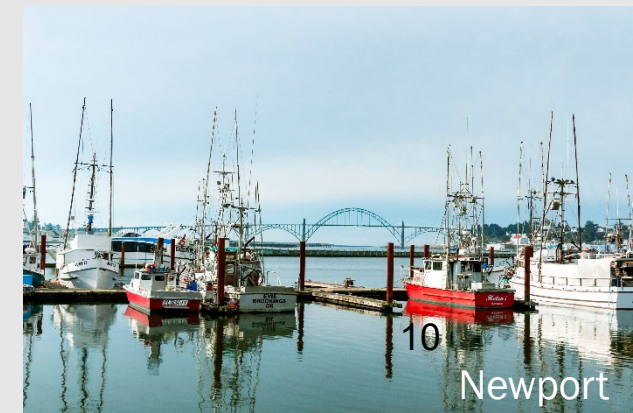
# CASCADES WEST ACT WORK PLAN DISCUSSION

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Patrick Malone, Chair, Benton County Commissioner  
Claire Hall, Vice Chair, Lincoln County Commissioner

Savannah Crawford, ODOT Region 2 Manager  
Christine Hildebrant, ODOT Area 4 Manager

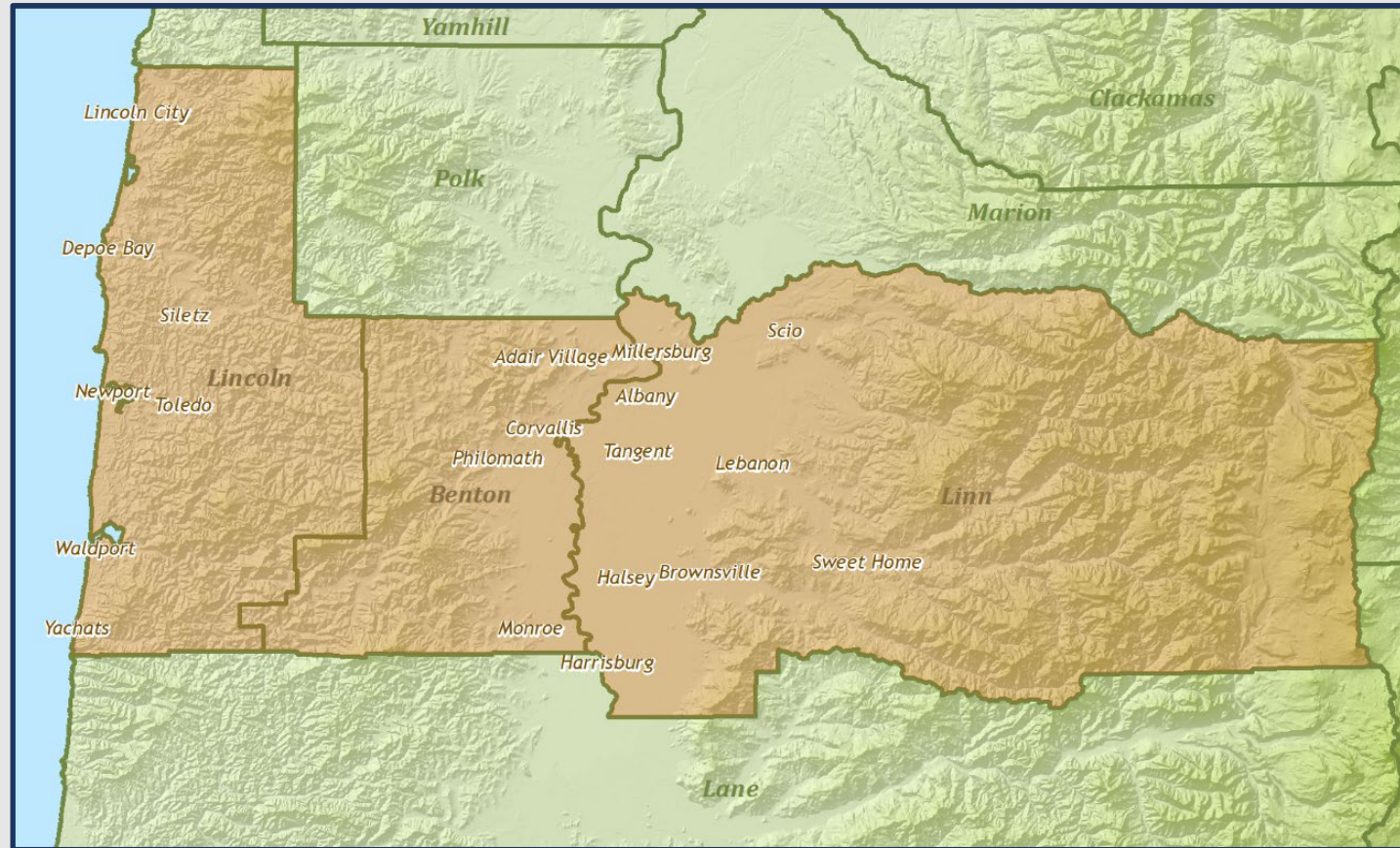
July 31st, 2025: OTC Meeting



# CASCADES WEST ACT

## Membership and Location

- Incorporated Cities (20+)
- Lincoln, Benton, & Linn County
- Recognized Tribes (Siletz Tribe)
- Port of Newport
- Private Sector Representatives
- ODOT Area 4 Manager



# **CASCADES WEST ACT**

## **Work Plan Goals**

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**Goal 1:** More Influence Over ODOT Project Selection

**Goal 2:** Develop Regional Priority List

**Goal 3:** Reinforce OTC Feedback Loop when ACT input Requested

**Goal 4:** Leverage IIJA & Other Funding to Support Regional Priorities

# CASCADES WEST ACT

## Work Plan Interest Areas

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- Bring funding and attention to area to improve the transportation system
- Emphasize priority corridors to improve safety
- Emphasize regional transit connections to connect major destinations with frequent & reliable service
- Emphasize regional multi-modal network to connect major destinations with safe off-street options
- Address seasonal congestion and evacuation planning in popular coastal destinations
- Improve coordination between ACT and DLCD

# CASCADES WEST ACT

## Interests and Efforts and Looking Ahead

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- Capital Investment Program (CIP), and ACTs Role
- Updates to CWACT Work Plan
  - Charter and operating agreement
  - Prioritizing grant applications
- New Membership Appointments
- Priority Area Projects List Updates



# QUESTIONS?



U.S. 101

Beverly Beach  
slide area in  
Lincoln County



Regional Transit

LINX Brownsville  
Connector to  
Lebanon



OR 34

Flooding in Linn  
County



OR 99W

Multi-modal  
travel in South  
Corvallis

**VISION**

To promote a thriving region through service, connectivity, and innovation.

**MISSION**

We are a regional leader and partner providing inclusive services to meet individual and community needs.

**Community and Economic Development  
Department  
Leadership Transition Memo**

May 5, 2025

**To: Members of the Board and OCWCOG Community Partners**

It is with a heavy heart that I am announcing my departure as the Community Economic Development (CED) Director for the Oregon Cascade West Council of Government (OCWCOG) effective June 12, 2025. It has been a productive tenure, and I am proud of the work that our team has accomplished on behalf of the region.

As they say, "it takes a village..." And I am proud to highlight the various accomplishments that the CED "village" produced over the last 18 months:

- The Ride Line Non-Emergency Medical Transportation (NEMT) team stabilized and preserved one of the major funding contracts to continue providing critical transportation services for eligible Oregon Health Plan (OHP) and Medicaid clients in Linn, Benton, and Lincoln Counties. Ride Line provided over 159,000 trips in 2024 and fielded over 69,000 calls through its call center to coordinate these trips.
- The planning and grant writing team prepared applications for over \$9M in project funding for various transportation, land use, and infrastructure projects during 2024. For 2025, our grant writer assisted communities in developing projects collectively valued at over \$6.3M in project funding within the first half of the year.
- The Economic Development team is on track to complete and submit the 2025-2030 Comprehensive Economic Development Strategy (CEDS), which will allow agencies across a four-county region to have continued eligibility to apply for and receive project funding from the US Economic Development Administration. Staff undertook the challenge of facilitating the first regional Cascade West Economic Development District regional planning meeting in over a decade to ensure meaningful participation in this planning effort!
- The Cascade West Business Lending (CWBL) program provided \$350,000 in funding for small businesses with more loans pending approval for 2025! CWBL continued its efforts to streamline local lending services through its Unity Lending project by partnering with neighboring Councils of Governments and not-for-profit certified development corporation lenders.

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Phone 541.967.8630

**Corvallis Office**  
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Corvallis, OR 97330  
  
Fax 541-967-6123

**Toledo Office**  
203 North Main Street  
Toledo, OR 97391  
  
[www.ocwcog.org](http://www.ocwcog.org)

It truly takes a village to raise the bar on quality of service, meaningful public engagement, and broadened visibility for the NEMT, planning, business lending, and economic development programs that we provide for communities across our region. Through this transition, CED will remain in good hands with our capable program managers and operations team. Ride Line will continue to be led by Program Manager Britny Chandler, while our Transportation and Economic Development Planning team will be led by Program Manager Matt Lehman; and our CWBL program and department-wide strategies will be led by our Operations Supervisor, Emma Chavez Sosa. This trio will be further supported by the leadership of the new Agency Director, Paul Egbert.

Despite my upcoming departure, this "village" is comprised of a team of dedicated and intelligent leaders and staff that continue to be here at the service of our member agencies and its residents. I am both grateful and humbled by the teamwork and integrity of OCWCOG staff and the partners with whom we collaborate every day for the common objective of improving the lives and sustainability of the cities and counties in this region.

Thank you for the opportunity to be at your service!

Best,

A handwritten signature in black ink, appearing to read "J. Disney", with a long, sweeping horizontal line extending to the right.

Jaclyn Disney  
CED Director, Oregon Cascade West Council of Governments



OCTOBER 2023 COUNCIL REPORT-CALLS FOR SERVICE

	May-25	May-24	2025 TO DATE	2024 TO DATE	YEAR TO DATE CHANGE
<b>CALLS FOR SERVICE</b>					
<b>PERSON CRIMES</b> (Homicide, Assault, Harassment, Sex Crimes, Menacing, Reckless Endanger, Kidnap, Domestic Violence, Elder & Child Abuse, etc)	24	23	97	110	-11.82%
<b>PROPERTY CRIMES</b> (Arson, Burglary, Theft, Criminal Mischief, Motor Vehicle Theft, Robbery, Unlawful Entry into Motor Vehicle, Reckless Burning, etc)	35	47	164	165	-0.61%
<b>SOCIETY CRIMES</b> (Drive Under Influence of Intoxicants, Disorderly Conduct, Resisting Arrest, Criminal Trespass, Escape, Runaway, Drug Offenses, Weapon Offenses, etc)	31	29	150	103	45.63%
<b>OREGON SPECIFIC CRIMES</b> (Protective Custodies, Traffic Crimes other than DUII, Warrant Arrests)	81	52	356	208	41.57%
<b>TOTAL CRIMES REPORTED</b>	171	151	767	586	30.89%
<b>TOTAL CRIMES CLEARED</b>	139	106	335	390	-14.10%
<b>NON CRIMINAL CALLS FOR SERVICE</b> (Abandoned Vehicles, Agency Assists, 911 hangups, Alarm Calls, Ambulance Assist, Animal Calls, Death Investigations, Disturbances, Domestic Disputes, Juvenile, Motor Vehicle Crashes, Public Assists, Suspicious Activity, Traffic, Trespass Warnings, etc)	747	763	3184	2569	23.94%
<b>TOTAL CALLS FOR SERVICE</b>	918	914	3951	3155	25.23%
<b>TOTAL INCIDENT NUMBERS ISSUED</b>	874	882	3674	3701	-0.73%
<b>TOTAL CAD NUMBERS ISSUED</b>	1550	1643	6947	7258	-4.48%

	May-25	May-24	2025 TO DATE	2024 TO DATE	YEAR TO DATE CHANGE
<b>CUSTODIES</b>					
<b>TOTAL PERSONS TAKEN INTO CUSTODY</b>	87	66	351	309	13.59%
<b>TOTAL ADULTS ARRESTED</b>	79	61	329	292	11.25%
<b>TOTAL JUVENILES IN CUSTODY</b>	8	5	22	31	-29.03%
<b>TOTAL CHARGES</b>	138	103	680	549	19.26%
<b>TOTAL ADULT CHARGES</b>	128	92	652	401	38.50%
<b>TOTAL JUVENILE CHARGES</b>	10	11	28	47	-40.43%



October 2023 Council Report-Traffic

<b>CITATIONS ISSUED</b>	<b>May-25</b>	<b>May-24</b>	<b>2025 TO DATE</b>	<b>2024 TO DATE</b>	<b>YEAR TO DATE CHANGE</b>
<b>Chapter 803 Vehicle Title and Registration</b> (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	1	1	5	4	20.00%
<b>Chapter 806 Financial Responsibility Law</b> (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	10	16	60	62	-3.33%
<b>Chapter 807 Driving Privileges, Licenses and Permits</b> (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	1	3	14	15	-6.67%
<b>Chapter 811 Rules of the Road for Drivers</b> (Speeding, DWS, Reckless Driving, Careless Driving, Hit and Run, Fail to Obey Traffic Control Device, Follow too Close, Illegal Parking, Fail to Yield to Pedestrian, Fail to Wear Seatbelt, etc.)	14	33	113	132	-16.81%
<b>Chapter 813 Driving Under Influence of Intoxicants</b> (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	0	3	6	11	-45.45%
<b>Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Motorcycles; Bicycles</b> (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	1	0	1	0	0.00%
<b>Chapter 815 Vehicle Equipment Generally</b> (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	0	0	2	0	100.00%
<b>Chapter 816 Vehicle Equipment</b> (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	0	1	1	1	0.00%
<b>Chapter 818 -821</b> (Vehicle limits, abandoned vehicle, special provisions, off road vehicles)	1	1	1	1	0.00%
<b>TOTAL CITATIONS ISSUED</b>	28	58	203	226	-11.33%
<b>TOTAL PERSONS CITED</b>	20	35	106	144	-35.85%
<b>TOTAL WARNINGS ISSUED</b>	83	116	434	559	-28.80%
<b>TOTAL OFFICER INITIATED TRAFFIC STOPS</b>	105	146	692	546	21.10%

<b>MOTOR VEHICLE CRASHES</b>	<b>May-25</b>	<b>May-24</b>	<b>2025 TO DATE</b>	<b>2024 TO DATE</b>	<b>YEAR TO DATE CHANGE</b>
MVC-FATAL	0	1	0	1	-100.00%
MVC-INJURY	2	2	13	12	7.69%
MVC-NON INJURY	9	8	22	43	-48.84%
HIT & RUN VEHICLE INJURY	2	0	4	0	100.00%
HIT & RUN PROPERTY	4	3	14	30	-53.33%
<b>TOTAL CRASHES</b>	17	14	53	86	-38.37%

<b>CRASHES INVOLVING DUII ARREST</b>	0	1	2	3	-50.00%
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