



CITY OF SWEET HOME CITY COUNCIL AGENDA

June 27, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

Mission Statement

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 226 531 982#

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 and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

- a) [Request for Council Action – Collective Bargaining Agreement Approval – AFSCME](#)
- b) [Request for Council Action – Collective Bargaining Agreement Approval – Public Safety Employees](#)
- c) [Request for Council Action – Downtown Lounge Public Address System Application](#)
- d) [Request for Council Action – Appointment to Boards and Committees](#)
- e) [Request for Council Action – Resolution No. 07 for 2023 – Fee Schedule](#)
- f) [Request for Council Action - Resolution No. 11 for 2023 - A Resolution Certifying the City Complies with Sections of ORS 475C Related to Marijuana Sales Inside City Limits.](#)
- g) [Request for Council Action – Resolution No. 15 for 2023 - Non- Represented Salary Schedules](#)
- h) [Request for Council Action - Resolution No. 16 for 2023- FY 22/23 Budget](#)
- i) [Request for Council Action - Resolution No. 17 for 2023 - A Resolution to Extend RV Permit Time for Family in State of Emergency](#)
- j) [Request for Council Action - Intergovernmental Agreement with the Oregon Cascades West Council of Governments for Planning Services](#)
- a) Approval of Minutes:

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.

- i) 2023-05-23 City Council Minutes
- ii) [2023-06-13 City Council WS Minutes](#)
- iii) [2023-06-13 City Council Minutes](#)

IV. Recognition of Visitors and Hearing of Petitions:

V. Old Business:

- a) [Request for Council Action – Rural Development Initiative Leadership Program](#)
- b) [Application for Naming Publicly Owned Facilities: Graybill Plaza](#)

VI. New Business:

- a) [Request for Council Action - Oregon Jamboree](#)

VII. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills
 - i) [Public Hearing: Legislative Amendment LA23-02 - Ordinance Bill No. 14 for 2024.](#)
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)

VIII. Reports of Committees:

Ad Hoc Committee on Health

Ad Hoc Committee on Arts and Culture

Administrative and Finance/Property

- i) [2023-05-17 Admin Finance Minutes](#)

Traffic Safety Committee

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

City Manager's Report

- i) [Notice of Meeting Cancellation](#)

Mayor's Report

X. Department Director's Reports (1st meeting of the Month)

Library Services Director

- i) [Library Director's Report May 2023](#)

Community and Economic Development Director

i)

Public Works Director

- i) [Public Works Monthly Report](#)
- ii) [Mahler WRF Improvement Project monthly report](#)

Finance Director

Police Chief

- i) [Police Department Monthly Report - May](#)

City Attorney

XI. Council Business for Good of the Order

XII Adjournment



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Collective Bargaining Agreement Approval – AFSCME

Preferred Agenda: June 27, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Type Code/Policy Here

Towards Council Goal: Goal #.#: State goal here

Attachments: Collective Bargaining Agreement between the City of Sweet Home and Sweet Home AFSCME Represented Employees

Purpose of this RCA:

Should the City of Sweet Home approve the recently negotiated labor agreement between the City of Sweet Home and the AFSCME?

Background/Context:

The labor contract governs wages, benefits, and conditions of employment between the AFSCME represented employees and the City of Sweet Home. The previous contract expired June 30, 2023. This three-year contract will be in effect through June 30, 2026, or until a successor agreement is negotiated. The agreement reflects the outcome of collective bargaining which began in 3/16/2023 and concluded on 05/4/2023. The represented employees met on 5/17/2023 and ratified the tentative agreement.

The Challenge/Problem:

Fair Contract for both the City and its represented employees

Stakeholders:

- City of Sweet Home
- AFSCME

Issues and Financial Impacts:

The contract specifies wage and benefit provisions including health insurance costs that will be reflected in future City budgeting processes.

Elements of a Stable Solution:

Type Elements of Solution Here

Options:

1. Do Nothing.

2. *Make a Motion* to approve the 2023 - 2026 Collective Bargaining Agreement between the City of Sweet Home and The Sweet Home General Employees (AFSCME).

RECOMMENDATION: It is recommended that the City Council make a **motion to approve the 2023 - 2026 Collective Bargaining Agreement between the City of Sweet Home and The Sweet Home General Employees (AFSCME).**

CITY OF SWEET HOME

AND

AFSCME COUNCIL 75 - LOCAL 3337

(General Employees)

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2023 through June 30, 2026

TABLE OF CONTENTS

Table of Contents

TABLE OF CONTENTS	1
PREAMBLE	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 - UNION SECURITY	4
ARTICLE 4 - HOURS OF WORK AND OVERTIME	5
ARTICLE 5 - MILEAGE AND PER DIEM	8
ARTICLE 6 - COMPENSATION	8
ARTICLE 7 - HEALTH AND WELFARE	14
ARTICLE 8 - VACATIONS	15
ARTICLE 9 - RETIREMENT	16
ARTICLE 10 - HOLIDAYS	16
ARTICLE 11 - SICK LEAVE	18
ARTICLE 12 - LEAVES OF ABSENCE	21
ARTICLE 13 - UNIFORMS AND EQUIPMENT	22
ARTICLE 14 - EDUCATION AND TRAINING	23
ARTICLE 15 - SAFETY	27
ARTICLE 16 - FILLING OF VACANCIES	28
ARTICLE 17 - WORKING OUT OF CLASS	28
ARTICLE 18 - JOB DESCRIPTION	29
ARTICLE 19 - DISCIPLINE AND DISCHARGE	29
ARTICLE 20 - GRIEVANCE PROCEDURE	30
ARTICLE 21 - SENIORITY	32
ARTICLE 22 - STRIKES	35
ARTICLE 23 - PERSONNEL RECORDS	35
ARTICLE 24 - SAVINGS CLAUSE	36
APPENDIX A	31
Introduction	31
Prohibited Conduct	31
Mandatory Testing	32

Prescribed Medication..... 33
Searches 33
Safeguards 33
Rehabilitation 33

PREAMBLE

This Agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and AFSCME Council 75 – Local 3337, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union, and to set forth herein the basic and full agreement between the City and the Union.

ARTICLE 1 - RECOGNITION

The bargaining unit shall consist of all employees of the City of Sweet Home who regularly work twenty (20) hours or more per week, excluding all employees in the police, department, supervisory and confidential employees, and seasonal or temporary employees that work one hundred twenty (120) days or less. Seasonal or temporary employees shall not displace bargaining unit employees.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782 for the purpose of negotiations with respect to employment relations.

ARTICLE 2 - MANAGEMENT RIGHTS

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

To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.

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.

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

To establish, revise and implement standards for hiring, classifications, promotions, quality of work, safety, materials and equipment.

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

To enforce the City's rules and regulations, and any operational procedures and guidelines.

To discipline, suspend, demote and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of City operations.

To discipline, suspend, and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing this probationary period shall not have access to the grievance procedures of this agreement to protect or challenge the discipline, suspension or discharge, or the reasons therefore.

To control the City and department budgets.

To take any action necessary in the event of an emergency, notwithstanding any article or limitation in this agreement.

ARTICLE 3 - UNION SECURITY

3.1 Representatives The Union will select certain of its agents as Union officials and certify in writing their names to the City Manager.

3.2 Visits Union Representatives, upon notification to the City Manager, will be allowed to visit the work areas of the employees during work hours, however, such visits shall not interfere with the normal flow of operations of the City or with established safety or security requirements.

The Union president shall be notified, in writing, of any new member and shall be afforded thirty (30) minutes of paid time to meet with them. Nothing shall prevent either party from invoking Article 24 of this document to discontinue this practice.

3.3 Business The internal business of the Union shall normally be conducted during non-duty hours, except with the permission of the Department head or designee.

3.4 Grievance Meetings and Negotiations Subject to the operational needs of the City, the Union shall be allowed up to four (4) employees to attend scheduled contract negotiations, with no more than one (1) person from any work area. This work area limitation shall not apply to the local Union president. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings.

The Union shall be allowed employee representatives to attend grievance meetings equal to the number of City representatives. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The union shall certify in writing the names of officers and stewards that would attend such meetings.

3.5 Meetings The Union will be permitted the use of City facilities without charge to hold membership meetings to the same extent as the public use of facility and subject to availability and in accordance with Oregon State law.

3.6 Bulletin Boards Bulletin board space shall be provided the Union 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.

3.7 Dues The City agrees to deduct the uniformly required Union 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.

3.8 Hold Harmless The Union 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 nonmember, the Union and its members shall be solely responsible for reimbursement. Otherwise, the Union and the City shall coordinate to correct dues collection errors, payroll errors, including the erroneous over/under payment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Workweek and Workday The normal workweek shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. The normal work schedule for "full time" employees shall be made up of five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour workdays. Should the City determine there is an operational need for alternative work schedules, staffing for alternative work schedules will be filled based on operational needs and employee preferences in order of classification seniority. The City will give the Union at least fourteen (14) days of notice prior to changing to an alternative work schedule, and the Union may file a demand to bargain such change to the extent required (if any) and as provided by the PECBA.

4.1 Scheduled Workdays/Work Hours.

- A. 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.
- B. Workday - Changes in work schedules. The City shall provide notice to employees affected and to the Union President at least five (5) business days (excluding weekends) notice except in an emergency as determined by the City, of changes in scheduled work days/ work shifts. In the event notice is required and is not provided within five (5) business days (excluding weekends), the affected employee(s) first shift shall be paid at the overtime rate for their respective position, except when such change is necessitated by an emergency as determined by the City or when an Employee is asked to work in place of an Employee who has given five (5) or less business days of notice, (excluding weekends), that she or he will not be able to work as scheduled, other employees' work schedules may be adjusted to provide coverage with whatever notice is feasible under the

circumstances and with the option for flex scheduling.

C. Flex Scheduling. Requests by employees for work schedules other than their normal schedule and flex time variations to the normal work week will be considered based on operational and staffing needs by the City and employees in a spirit of cooperation and will not be unreasonably denied. Flex time arrangements will adhere to the following:

1. The option to flex hours is voluntary, except under the circumstances in 4.1(B);
2. When the employee and supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
3. The hours actually worked on each day shall be noted accurately on the time sheet or in the payroll system; and,
4. In no case shall flex time be applied to avoid compensation at the overtime rate for hours worked in excess of forty (40) in a workweek, except under the circumstances in 4.1(B).

The consequences of flex time arrangements are that daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate and no premiums will be paid for change made in accordance with this flex time arrangement.

D. Special Events. The City may schedule with at least fourteen (14) days' notice overtime required to support a community event permitted by the City and sponsored by an independent organization. The City may schedule employees to support a City sponsored civic event and alter the scheduled workdays of the workweek with at least fourteen (14) days' notice.

4.2 Rest and Meal Periods Each employee on each eight (8) hour shift shall receive a minimum of one half (1/2) hour unpaid lunch break and two 15 minute paid breaks per eight (8) hour shift. Employees assigned ten (10) hour shifts shall receive two (2) 15 minute paid breaks and a one-half (1/2) hour unpaid meal break contiguous with a 15 minute paid rest break, unless otherwise mutually agreed. Any employee who is required to remain at work in excess of his/her regularly scheduled work shift three (3) consecutive hours or more in an eight (8) hour shift (or two (2) consecutive hours or more on a ten (10) hour shift) may have nourishment provided by the City upon employee request.

4.3 Overtime All actual work performed by a full time employee in excess of his/her regular work schedule as identified in Article 4.1 above, shall be compensated through the payment of overtime pay at the rate of time and one-half pay or compensatory time at the same rate. All overtime shall be rounded to the next highest one-quarter hour. Vacation, sick leave, and/or holiday hours shall not be included in any overtime calculation unless otherwise indicated in this Agreement.

Part time employees shall be paid at the overtime rate only for hours worked in excess of ten (10) hours per work day or eight (8) hours per day for unscheduled shifts.

4.4 Form of Compensation Employees will be granted their choice of compensatory time off for overtime or receive pay at the rate of time and one half. Compensatory time is accrued at the end of the payroll period at the 1.5 overtime rate. The combined accruals of compensatory time accrued for overtime hours worked and “on-call in lieu” accruals described in Article 4.7 of this agreement shall not exceed one hundred and twenty (120) hours. Any accrual beyond one hundred and twenty (120) hours shall be paid. Compensatory time used shall be scheduled with and approved by the Department Head or a designee.

4.5 Callback Premium Callback to work from off-duty status will be compensated by payment for a minimum of two (2) hours at the overtime rate of pay as a callback premium. Employees called back to work may be required to remain in order to accomplish necessary work. Such time including the callback premium may be compensated as compensatory time as described in this Agreement. Callback premium does not apply when an employee is held over at the end of a shift.

4.6 No-Pyramiding In no event shall compensation be received twice for the same hours.

4.7 On Call Employees required to be on-call are deemed waiting to be engaged and therefore on call time is not “hours worked” for overtime computation purposes. During periods of compensated on-call, the employee shall remain within a 45-minute response area of the City, and available to call by cell phone. Employees assigned by the City to on call status will earn one (1) hour for every twelve (12) hours assigned to be paid as on-call premium computed based on the employee’s base rate of pay and paid in addition to wages earned in the payroll period, or accrued and posted to a separate “on-call in lieu back,” as the employee may elect. The City will distribute on-call assignments equitably among the employees in eligible job classifications who the City determines qualified. City eligibility criteria will be determined based on operational and anticipated emergency needs and requirements.

Employees’ time sheets shall reflect the employee’s election to be paid or accrue on-call in-lieu time, which shall be posted and taken off work at the straight time rate. Ability to earn and accrue on-call in-lieu time is subject to the comp time cap which limits the combined total of on-call and comp time accrual of hours.

4.8 Part-Time. Employees that work less than forty (40) hours but twenty (20) hours or more per week shall be defined as part-time employees and shall receive benefits as outlined in this Agreement. Occasional workweeks of over 20 hours will not constitute a change in status from part-time to full-time.

4.9 The City agrees that when an employee is contacted by management for purposes of conducting city business, specific to the scope of an employee’s regular work duties and outside of the employee’s regular work schedule, the employee will be compensated a minimum of one half (.5) hour of their regular rate of pay and shall not be considered time worked for purposes of calculating overtime. This compensation shall be in the form of cash, compensatory time or flex time and shall be the employee’s choice. Calls that are too trivial to merit consideration (de minimis) limited in duration and frequency, shall not be compensable, i.e., asking for location of vehicle keys.

ARTICLE 5 - MILEAGE AND PER DIEM

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.

Meal reimbursements shall be:

Breakfast \$ 10.00 if gone from the City before 6:00 am. If the establishment offers breakfast, then breakfast is not reimbursable per City policy.

Lunch \$ 15.00 if gone from the City between 11:00 am and 3:00 pm.

Dinner \$ 20.00 if gone from the City after 6:00 pm. Maximum

Or \$45 total – where trip is a full day for meals or actuals – whichever is less

Meal reimbursements are taxable unless an employee is away from their home overnight on official city business in accordance with IRC Section 162(a)(2).

When travel and/or training schedules require, the City will pay for actual costs of lodging at an approved place of lodging.

ARTICLE 6 - COMPENSATION

Effective July 1, 2023 through June 30, 2024, salary schedules shall be adjusted 5%.
Effective July 1, 2024 through June 30, 2025, salary schedules shall be adjusted 4%.
Effective July 1, 2025 through June 30, 2026, salary schedules shall be adjusted 3%.

In September of 2025 the parties will convene a classification adjustment committee consisting of three union representatives, one of whom may be the AFSCME staff representative and three representatives from the employer. The purpose of the committee will be to conduct a base wage comparison of each classification in the comparable cities selected by the City Council: Philomath, Stayton, Sweet Home, Independence, Molalla, and Monmouth. The City will then adjust pay ranges so that the mid-point of all ranges falling below the mid-point of the average of comparable cities, will be no less than 95% of the mid-point range of the comparable jurisdictions as of September 2025. The results of the committee work to be implemented January 1, 2026.

SALARY SCHEDULE
July 1, 2023-June 30, 2024
(COLA 5%)

CLASSIFICATION	A	B	C	D	E
Utility Billing Specialist 1 Court Clerk 1 Office Specialist – Bldg. Dept Maintenance Worker 1 Parks Maintenance 1	3,335	3,502	3,677	3,788	3,901
Library Assistant	19.27	20.23	21.24	21.88	22.53
Municipal Maintenance Worker	3,765	3,954	4,151	4,278	4,406
Utility Billing Specialist 2	3,777	3,966	4,164	4,287	4,417
Planning Assistant	3,882	4,076	4,280	4,408	4,540
Court Clerk 2 Communications Specialist	3,940	4,137	4,343	4,473	4,608
Accounts Receivable Permit Technician	3,964	4,162	4,370	4,501	4,635
Code Compliance	3,992	4,192	4,401	4,534	4,669
Crew Leader	4,238	4,450	4,672	4,810	4,955
Crew Leader - Streets	4,250	4,463	4,686	4,827	4,972
Plant Operator 1	3,915	4,111	4,317	4,446	4,580
PW Administrative Assistant Librarian	4,314	4,530	4,757	4,897	5,045
Plant Operator 2	4,408	4,628	4,860	5,003	5,154
Mechanic	4,634	4,865	5,109	5,252	5,407
Plant Operator 3	4,820	5,060	5,313	5,475	5,637
Engineering Technician 2	5,020	5,271	5,535	5,699	5,870
Building Inspector	5,379	5,648	5,931	6,109	6,291

SALARY SCHEDULE
July 1, 2024-June 30, 2025
(COLA 4%)

CLASSIFICATION	A	B	C	D	E
Utility Billing Specialist 1 Court Clerk 1 Office Specialist – Bldg. Dept Maintenance Worker 1 Parks Maintenance 1	3,468	3,642	3,824	3,940	4,057
Library Assistant	20.04	21.04	22.09	22.76	23.43
Municipal Maintenance Worker	3,916	4,112	4,317	4,449	4,582
Utility Billing Specialist 2	3,928	4,125	4,331	4,458	4,594
Planning Assistant	4,037	4,239	4,451	4,584	4,722
Court Clerk 2 Communications Specialist	4,098	4,302	4,517	4,652	4,792
Accounts Receivable Permit Technician	4,123	4,328	4,545	4,681	4,820
Code Compliance	4,152	4,360	4,577	4,715	4,856
Crew Leader	4,408	4,628	4,859	5,002	5,153
Crew Leader - Streets	4,420	4,642	4,873	5,020	5,171
Plant Operator 1	4,072	4,275	4,490	4,624	4,763
PW Administrative Assistant Librarian	4,487	4,711	4,947	5,093	5,247
Plant Operator 2	4,584	4,813	5,054	5,203	5,360
Mechanic	4,819	5,060	5,313	5,462	5,623
Plant Operator 3	5,013	5,262	5,526	5,694	5,862
Engineering Technician 2	5,221	5,482	5,756	5,927	6,105
Building Inspector	5,594	5,874	6,168	6,353	6,542

SALARY SCHEDULE
July 1, 2025 -June 30, 2026
(COLA 3%)

CLASSIFICATION	A	B	C	D	E
Utility Billing Specialist 1 Court Clerk 1 Office Specialist – Bldg. Dept Maintenance Worker 1 Parks Maintenance 1	3,572	3,751	3,939	4,058	4,179
Library Assistant	20.64	21.67	22.75	23.44	24.13
Municipal Maintenance Worker	4,033	4,236	4,447	4,583	4,720
Utility Billing Specialist 2	4,046	4,248	4,460	4,592	4,731
Planning Assistant	4,158	4,366	4,585	4,722	4,863
Court Clerk 2 Communications Specialist	4,221	4,432	4,652	4,791	4,935
Accounts Receivable Permit Technician	4,246	4,458	4,681	4,821	4,965
Code Compliance	4,276	4,490	4,714	4,857	5,001
Crew Leader	4,540	4,767	5,005	5,152	5,308
Crew Leader - Streets	4,553	4,781	5,020	5,171	5,326
Plant Operator 1	4,194	4,403	4,624	4,763	4,906
PW Administrative Assistant Librarian	4,621	4,853	5,096	5,246	5,404
Plant Operator 2	4,722	4,958	5,206	5,359	5,521
Mechanic	4,964	5,211	5,473	5,626	5,792
Plant Operator 3	5,163	5,420	5,691	5,865	6,038
Engineering Technician 2	5,377	5,646	5,929	6,105	6,288
Building Inspector	5,762	6,050	6,353	6,544	6,739

6.1 Compensation. If the City levies fail to pass, after all available election dates prior to the start of the upcoming fiscal year, this Article may be re-opened by either party for negotiations upon delivery of written notice to the other party.

6.2 Promotions. When an employee is promoted, he/she shall be placed on a step in the higher classification range that equals a pay increase of at least three percent (3%).

6.3 Schedule Movement. Upon satisfactory completion of the probationary period, employees who are hired at Step A are eligible to receive a step increase (not subject to the grievance procedure).

Employees will generally be eligible for step increases on their position anniversary date, until reaching the top step. Step increases will be granted based on satisfactory performance. In the event a step increase is denied, the employee may protest the action through the grievance procedure.

Step increases as determined by evaluations by the Department Head and approved by the City Manager may supersede typical schedule movement as set forth above.

6.4 Longevity Pay. City employees who have completed 8 years of continuous employment with the City will receive an additional two percent (2%) "Longevity Pay" increase above the Step "E" pay scale. City employees who have completed 15 years of continuous employment with the City will receive an additional two percent (2%) "Longevity Pay" increase above Step "E" pay scale. This pay is subject to all the provisions of Article 6.4, Schedule Movement.

6.5 Certification Pay

Certification Pay shall be paid only to employees when their current Job Classification requires the certification and is part of the Job Description.

Public Works employees assigned to perform water distribution and/or wastewater/storm water collection duties and/or Streets/Facilities Maintenance will be eligible effective July 1, 2020 to receive certification pay as follows:

Upon acquiring a ORDEQ or OHD Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ORDEQ or OHD Level 2 Certification – three percent (3%) of the employee's current step base rate of pay. – In lieu of, (not cumulative with) Level 1 Certification pay.

Upon acquiring a ORDEQ or OHD Level 3 Certification – four percent (4%) of the employee's current step base rate of pay – in lieu of, (not cumulative with) Level 2 Certification pay.

Upon acquiring a ODOT Roads Scholar Program Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ODOT Roads Scholar Program Level 2 Certification –

three percent (3%) of the employee's current step base rate of pay – in lieu of, (not cumulative with) Level 1 Certification pay.

A Public Works employee who obtains the Oregon Department of Agriculture pesticide public applicator license and one additional endorsement will be paid three percent (3%) of the employee's current step base rate of pay, which shall be paid only to employees regularly assigned to perform pesticide application work as per their job description.

ODOT Roads Scholar Program certification pay shall be cumulative with ORDEQ or OHD certification pay.

Crew Leaders are eligible for Direct Responsibility Charge pay upon earning the appropriate qualification in Water Distribution or Wastewater Collection as determined by OHA or DEQ and will be paid as one percent (1%) of the Crew Leader's current base rate of pay.

Upon acquiring a Mechanic ASE certification – 3% of the employee's current base rate of pay.

Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive his/her certification pay beginning the pay period immediately following the month the certificate is provided to the Department Head. Certifications must be kept current and in good standing in order to continue receiving certification pay. Employees may earn multiple certification premiums up to a maximum of eight (8%) of base pay.

Nothing in this section is intended to affect the agreements concerning who bears the costs of acquiring initial credentials required for job classifications set forth in Article 14

ARTICLE 7 - HEALTH AND WELFARE

The City will provide the CIS Copay Plan B with a \$500 deductible to employees with a 95% contribution toward insurance premium for medical, dental, and vision benefits for employees and their dependents for the term of this contract.

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.

If, during the term of this agreement the City contemplates changing health plan carriers, or making a significant change in plan design of the current plan, the Union may request, and shall be granted, the opportunity to participate in a joint Labor Management Committee (composed of three employees from the bargaining unit, the City Manager, the Finance Director (or designee), and an AFSCME representative as an observer) to evaluate other insurance options, select a plan, and address cost sharing issues for insurance coverage.

If no agreement is reached, the union's participation in the Labor Management Committee shall not constitute a waiver of the Union's right to demand to bargain the impact of health plan changes made by the employer.

ARTICLE 8 - VACATIONS

8.1 Accrual All 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.

1 month to 4 years 11 months = 96 hours. Accumulated at the rate of 8 hours per month.

5 years to 9 years 11 months = 120 hours. Accumulated at the rate of 10 hours per month.

10 years to 14 years 11 months = 144 hours. Accumulated at the rate of 12 hours per month.

15 years plus = 144 hours per year plus eight (8) hours for each year of continuous service in excess of 15 years.

8.2 Maximum Accrual An employee with fourteen (14) years eleven (11) months and less of continuous service may not accumulate vacation leave in excess of 190 hours.

An employee with fifteen (15) years or more of continuous service may not accumulate vacation leave in excess of 230 hours.

Accrual balances will be reported on the employee's monthly pay stub so they can monitor its usage. In the event a scheduled vacation scheduled in accordance with Article 8.3-Scheduling is canceled, the affected employee may continue to accrue vacation in excess of the cap to a temporary cap limitation increased by the number of canceled, scheduled vacation hours. Such adjusted cap shall expire twelve (12) months from the month in which the vacation was canceled, if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Department Head, with the mutual agreement with the employee, shall schedule the employee time off to keep him/her under the maximum accrual.

8.3 Scheduling Scheduling of vacations shall be approved by the Department Head or a designee. Vacation periods granted shall have due consideration given to minimum interference with City business and departmental seniority and City policies.

If the employee chooses more than one vacation period, he/she may not exercise seniority of choice of the second, third, etc., vacation periods until all employees with less seniority in the department have exercised their seniority in a similar manner.

Vacation may be used in minimum segments of one-quarter (1/4) hour.

8.4 Part-Time Employees Accrued vacation of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned vacation and shall be entitled to use the full amount earned.

Part-time employees, as defined in article 4.8, will accrue vacation on a pro-rated basis based on their regularly scheduled shift hours.

8.5 New Employees New employees shall accumulate vacation leave from date of hire.

8.6 Vacation Cash Out. Full time employees may cash out up to 40 hours of accrued vacation hours when they schedule at least a forty (40) hour vacation and part time employees may cash out up to 20 hours of accrued vacation hours when they schedule at least a twenty (20) hour vacation in accordance with Section 8.3 above. The cash out payment will be made the payday preceding the employee's scheduled vacation. This payment may only occur once every fiscal year.

8.7 Revocation of Approved Vacation Leave. Prior to a revocation of an approved vacation leave the City shall meet with the employee to discuss potential financial impacts of the revocation.

ARTICLE 9 - RETIREMENT

The City shall, in accordance with the ICMA retirement plan documents and rules (as of 01/01/2020), contribute on behalf of eligible employees, (12%) of salary contributed to the ICMA Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.

Eligible employees may participate in the City's deferred compensation programs section 457 plan administered by ICMA.

All represented employees shall be vested at fifty percent (50%) after completion of one (1) year of service; seventy-five percent (75%) after completion of two (2) years of service; and one hundred percent (100%) after completion of three (3) years of service.

Full-time employees reduced to part-time status due to the City's reduction in force shall receive a City contribution toward retirement on a pro-rata basis based on their regularly scheduled hours. Benefits are not provided under the article until after six (6) months of employment with the City.

ARTICLE 10 - HOLIDAYS

10.1 Designated Holidays The following paid holidays will be recognized and observed by the dates so recognized and approved by the City.

New Year's Day	Veterans Day
Presidents Day	Christmas Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
The day after Thanksgiving	
(2) Employee personal holidays (10.4)	

10.2 Holiday Pay

Except for continuous operation employees, full-time employees shall receive one day's pay for each of the holidays listed above on which they

perform no work. Whenever a holiday shall fall on a Sunday, the employee's next regularly scheduled workday shall be observed as holiday except for employees in continuous operation. When a holiday falls on a regularly scheduled day off, the employee shall observe the holiday on that day which is nearest to the last regularly scheduled workday for the employee.

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

10.3 Holiday Work Employees who work on an observed holiday may elect to receive the holiday pay in addition to time and one-half for all hours worked that day or schedule a different day off with pay in accordance with staffing needs as determined by the City,

Compensation received under this section shall not be pyramided with any other form of compensation.

10.4 Personal Holiday Full-time employees will receive two (2) personal holidays (hours equal to 2 shifts) with pay at the employee's regular rate of pay. This holiday may be taken any time during the year but must be coordinated with management to be taken at a time that is convenient to both the employee and to the staffing needs of the department. If the Personal Holidays are not taken by December 31st, shall be paid in January of the following calendar year.

10.5 Part-Time Employees Part-time employees will be compensated for holidays including personal holidays on a pro-rated basis based on their regularly scheduled shift hours. The addition to holiday pay shall not be included towards overtime.

ARTICLE 11 - SICK LEAVE

11.1 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. Employees who work less than full time will accrue a pro-rated amount of sick leave. Sick leave may be used after completing one (1) month of employment from the employee's initial date of hire.

11.2 Sick Leave Incentive An employee may cash out a maximum of 40 hours of unused sick leave each fiscal year, as long as they maintain a minimum of 100 hours of unused sick leave on the books.

11.3 Vacation Leave Donation Employees may donate vacation to be used by co-workers, as sick leave. The recipient shall have exhausted all but twenty-four (24) hours of accrued leave and are off work due to catastrophic or chronic illness, hospitalization, operation, or accident or is off work for an immediate family member needing care for the same type of medical condition. The donor must maintain forty (40) hours of vacation time to be eligible to donate. Donations shall be administrated as described in City policy as of 01/01/2020. Utilization
Employees are eligible for sick leave as defined by law, including but not limited to:

- A. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury, or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits:
 - 1. "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner and the domestic partner's child, sibling, or parent, the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of In loco parentis and the employee's biological adoptive or foster parent, sibling, sibling-in-law or child.
- B. If the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law:
- C. If the employee's place of business is closed or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency:
- D. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official of a licensed health care provider who is primarily responsible for providing health care to the family member.
- E. If the City is required by law to exclude the employee from work for health reasons: or
- F. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

11.4 Utilization Upon Death, Retirement, or Lay-Off Sick leave is provided to the employee, by the City, in a nature of insurance against the loss of income due to illness or injury. (As such, the accumulated balance is the property of the City.)

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

- A. Upon an Employee's death: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate upon the Employee's death.
- B. Upon an Employee's retirement: A portion of the value of accrued and unused sick leave at retirement, unless the employee is facing discharge, computed by the employee's base wage rate, as specified below. To be eligible for this retirement benefit, the employee shall have met the continuous service years requirement listed below or attained age 55, whichever is less.

- Completion of 20 years continuous City service – 30%
 - Completion of 25 years continuous City service – 40%
 - Completion of 30 years continuous City service – 50%
- C. Upon an Employee's layoff In the event an employee is laid off by the City, the employee shall have one of the following options:
- Receive thirty percent (30%) of unused sick leave in a cash payment at the time of lay-off at the employee's regular rate of pay which shall result in a zero sick leave balance; or
 - Leave one hundred percent (100%) of unused sick leave accrual for the length of the recall period under Article 21.3, which would only be available to the employee in the event of recall.

11.5 Part-Time Employees Accrued sick leave of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned sick leave and shall be entitled to use the full amount earned. Part-time employees will accrue sick leave on a pro-rated basis based on their paid hours.

11.6 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 periods 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 DTD and LTD plan documents.
- B. When an employee must take a leave due to a job-related disability, they will receive time loss benefits from the City's worker 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 employees net regular salary.
- D. Under no circumstances 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 the employee is out on worker's 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.

11.7 Misuse The parties recognize that the ability to attend work regularly and reliably is an essential job function. Misuse of sick leave is grounds for disciplinary action up to and including discharge.

11.8 Medical Verification The City may, as allowed by law, require the Employee to provide verification from a health care provider of the need for the sick time, or verification whether an employee is able to safely perform the duties of their 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 7. In the event that an Employee uses unpaid leave as provided by OFLA or FMLA, medical verification may be required and obtained in accordance with law.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Leaves of Absence Without Pay - Criteria and Procedure The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. 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 an employee 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 at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City and his/her position shall be declared vacant; unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 21.3 – Recall.

12.2 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.

12.3 Military Leave Military leave shall be granted in accordance with Oregon and Federal law.

12.4 Family and Medical Leave Family and medical leave shall be granted as provided by law and City policy which shall be consistent with Oregon and federal family and medical leave laws.

12.5 Inclement Weather Closure In the event inclement or hazardous conditions which, in the judgement of the City, require the closing of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices the Employer will publish an announcement by posting on the City's website and social media and attempting to contact each employee via text message or by phone.

Employees may request and the City may grant the use of vacation leave, personal holiday time, leave without pay, or utilization of flex time (in accordance with flex time language in the contract) to cover time lost under these situations.

When in the judgement of the City, inclement or hazardous conditions require the closing offices or facilities prior to the beginning of the normal work shift, employees who report to work prior to the decision to close the office of facility shall be paid for the remainder of the shift.

If an employee chooses to remain home during an inclement weather event and the City offices are open, the employee will be required to use accrued vacation leave or personal holiday for any hours absent or may elect leave without pay during any hours of work missed.

Use of sick leave is not permitted for absence due to inclement weather or other City office closure.

An employee may, with the Department Head's permission, make up lost time due to inclement weather by working additional hours within the said pay period, provided that such adjusted work schedule does not result in additional overtime payments.

12.6 Compassionate Leave In the event of a death in the immediate family of an employee, the City shall grant a maximum of five (5) days off with pay per occurrence. Immediate family shall be any person defined within FMLA and/or OFLA expectations as a qualifying "family member" including the following: spouse, parent, child, siblings, grandparent, step parent, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, or any other dependent relative of the family (in loco parentis).

Upon request of an employee, the City shall grant time off with pay to attend the funeral of a City worker.

ARTICLE 13 - UNIFORMS AND EQUIPMENT

Required uniforms and equipment will be furnished by the City to employees. Repair or replacement through ordinary wear and tear will be at the City expense.

The City will also furnish at no cost to the employee all required safety equipment as well as approved boots/shoes, gloves, rain gear and an insulated jacket, and other items deemed appropriate by the City, which will be maintained or replaced when necessary as determined by the Department Head or designee.

City furnished safety equipment and uniform items will be provided and used exclusively on duty and shall be designated as inappropriate for off-duty wear.

The City may provide cell phone(s) (or other relevant communication device) to its employees to ensure adequate staffing coverage for work and for general ease of communication with field staff, both on-duty and off. In so doing, any employee issued cell phone or relevant device shall be responsible for and use them according to established City policy and government ethics and public records requirements.

ARTICLE 14 - EDUCATION AND TRAINING

The City supports and advocates continued education and training for every employee in order to enhance job performance. The City encourages and provides training and education for employees based on the availability of funds and operational necessity and priorities education and training opportunities and City policies.

14.1 Required Education/Training.

- A. All associated costs with required and pre-approved education, training, and testing to renew or maintain required credentials of the job classification occupied by the employee will be paid by the City, including the Employee's wages and travel costs reimbursement in amounts consistent with City policy.
- B. Any tests that are required of employees in their job description for purposes of certifications and/or career development at the request of the City shall be paid for by the City, for the first test only. Should an employee fail the required test, the employee will be requested to take the test a second time, at their own personal expense.
- C. Travel time to and from an approved required education or training in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, or compensatory time, or offset as flex time on an hour for hour basis within the same workweek, at the employee's discretion.

14.2 In-service Training The City encourages "In-service" training by utilizing the training skills and resources of City employees, trainers with relevant expertise, video/audio tapes, and other resources available.

14.3 Professional Conferences The City will pay for the registration, meals, lodging and related expenses for an employee to attend pre-approved conferences directly related to the employee's job duties, subject to availability of budgeted funds with authorization by the Department Head. Travel time and time at conference constituting "hours worked" as defined by the FSLA shall be compensated in accordance with Article 14.1c of this Agreement.

14.4 Training Time Which Need Not Be Compensable The City encourages employees to take advantage of continuing education, conferences and training activities outside of the city, which may be beneficial to the

employee and his/her career development, job knowledge and productivity and not otherwise identified in this Article. An employee may initiate a request to attend trainings which is not sponsored, and which is not provided by the City. In the case of such an employee request, which is strictly voluntary, the employee and the city may agree to any mutually acceptable arrangement in order that the

employee may attend the training. Such arrangements may consist of any combination of city paid expenses, employee paid expenses, partial expense reimbursement, partial travel reimbursement, and treatment of hours of travel and training attendance as hours worked, leave accruals or unpaid leave or offsetting flex time, without incurring overtime expenses.

- 14.5 Higher Education Opportunities The City encourages employees to take advantage of continuing education that is beneficial to the delivery of service and enhance an employee's knowledge and productivity. Therefore, upon City approval of a specific course of study proposed or agreed to by an Employee, the City will provide reimbursement for approved training such as vocational training or programs, or college level courses, up to a maximum of 6 credits per term, offered by institutions of higher education in the State of Oregon.

For approved courses or training opportunities listed above, the City will reimburse an employee for the amount of registration or tuition for courses, seminars and conferences directly related to the employee's work and conducted outside the employee's regular working hours when:

- A. The Department Head has recommended, and the City Manager approved, the reimbursement for the class prior to enrollment or participation.
- B. The funds for such expenditure are available in the current budget.
- C. The employee submits a reimbursement request including satisfactory evidence of completion of the course with a passing grade of "C" or better.
- D. The employee is not receiving reimbursement for tuition from any other source.
- E. The cost of textbooks and technical publications required for such courses shall be the responsibility of the employee, unless the purchase has been approved by the employee's supervisor and books become the property of the City. The City will not pay for any higher educational courses or training in advance.

14.6 Commercial Driver's License (CDL) Tuition Reimbursement Agreement

No term, condition or privilege of Employee's employment obligates the City to bear the cost or expense of employee obtaining a CDL Class C license. Notwithstanding, the City will advance the costs of tuition and certain educational expenses ("Tuition Payments") so that Employee may obtain a CDL Class A license at a Department of Licensing approved training school if it is required as per the job description. The City will cover the initial tuition costs but will not be responsible for additional costs associated with retaking a test or course.

"Tuition Payments" are defined as follows:

- Tuition charged by the school;
- Books, workbooks, manuals required for the course;
- Employee wages earned during the duration of the CDL training; and
- Medical Evaluation

The total cost impact to the City for "Tuition Payments" is estimated to be \$11,000.

In consideration of Tuition Payments made by the City on Employee's behalf, the Employee will be responsible for all "CDL Licensing fees".

"CDL Licensing fees" include the following:

- Employment Drivers Abstract
- Knowledge Test
- Commercial Drivers Learners Permit
- Skills Test
- CDL Endorsement

The total cost impact to the Employee for "CDL Licensing fees", is estimated to be \$450.00. Employees will also be responsible for the following while enrolled in CDL Training:

- Employee is responsible for their own meals. Employee will not be reimbursed for meals.
- Employee is not eligible for call-out, or stand by, while enrolled in training.

Employee agrees to reimburse "Tuition Payments" as described below:

1. If Employee withdraws from school before completing the course or fails to obtain a CDL Class A license after completing School, Employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on Employee's behalf. Reimbursement of Tuition Payments shall be recovered by deduction from Employee's subsequent wages. Such deductions shall be made each pay period, but deductions shall not exceed five percent (5%) of Employee's net earnings per pay period, unless Employee is separating employment in which case any remaining deduction will be taken from Employee's final paycheck.

An Employee who withdraws from the school, or who is dismissed from the class for misconduct, will be subject to disciplinary action, up to and including termination. Special circumstances, such as death within the employee's immediate family, or employee medical emergencies, will be evaluated on a case-by-case basis, and a determination made relating to employee's responsibility.

2. If Employee resigns employment, or if Employee's employment is terminated for cause less than one (1) year after completing School, Employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on Employee's behalf.

3. If Employee resigns employment, or if Employee's employment is terminated for cause more than one (1) year but less than two (2) years after completing School, Employee agrees to reimburse the City seventy-five percent (75%) of Tuition Payments made by the City on Employee's behalf.
4. If Employee resigns employment, or if Employee's employment is terminated for cause more than two (2) years but less than three (3) years after completing School, Employee agrees to reimburse the City fifty percent (50%) of Tuition Payments made by the City on Employee's behalf.
5. If Employee resigns employment or if Employee's employment is terminated for cause more than three (3) years but less than four (4) years after completing School, Employee agrees to reimburse the City twenty-five percent (25%) of Tuition Payments made by the City on Employee's behalf.
6. If Employee resigns employment or if Employee's employment is terminated for cause more than four (4) years after completing School, Employee will not be required to reimburse Tuition Payments made by the City on Employee's behalf.

Except as provided in Section 6 above, any and all reimbursement amount still outstanding upon Employee's separation from employment will be deducted from Employee's net earnings in Employee's final pay period. If there remains a reimbursement amount after deduction from the Employee's final pay period, the amount due shall be treated as a debt and the City may take action to recover the amount of the debt as allowed by law, including collection of interest and reasonable attorney fees incurred in recovering the debt.

This Tuition Reimbursement Agreement does not create an express or implied contract of employment between Employee and the City and does not amend or modify the terms and conditions of Employee's employment as described in the class specification for Employee's position, the collective bargaining agreement covering Employee's position, the City of Sweet Home Personnel Manual, or any other policies or procedures applicable to Employee's employment.

In addition to the foregoing, this Tuition Reimbursement Agreement is conditioned on Employee's successful completion of Department of Transportation requirements for drug and alcohol testing and release of the Medical Officer's Report and Employment Driving Abstract to the Commercial Driver's License School, within 30 days of the class.

ARTICLE 15 - SAFETY

The City, Union, and bargaining unit employees shall jointly endeavor to provide a safe and healthy workplace insofar as practicable. There shall be established and maintained a Joint Safety and Health Committee comprised of representatives of both the City and the Union as provided in OAR, ORS and City Policies.

The Committee shall be comprised of no more than four representatives each from the City and the Union. Each party will select their own representatives. The safety committee will be comprised of four (4) management representatives designated by the City and one (1) bargaining unit representative from each City facility.

The City shall notify the Union President if there is poor attendance by a Union representative on the committee or if there is a vacancy.

ARTICLE 16 - FILLING OF VACANCIES

Procedures to fill job openings shall be made on a competitive basis and include related skills and knowledge testing. Where qualifications and abilities of two bargaining unit employees competing for the same opportunity are deemed equal, as determined solely by the City in its discretion, bargaining unit seniority will generally be the determining selection factor.

Job openings and promotion or transfer opportunities shall be posted and noticed to all union members in house for two weeks and may be simultaneously advertised as the City elects. Internal applicants will be considered before consideration is given to external applicants. Internal candidates qualified by virtue of the posted job description will be afforded an interview prior to interviews of external applicants.

With promotional and transfer probation, in the event the employee or City determines that the employee is not performing satisfactorily in the new position, then the employee may return to his/her former or lower classification position for which the employee is qualified based upon related skills and knowledge testing only if it is vacant and the employee has remained in good standing.

ARTICLE 17 - WORKING OUT OF CLASS

Qualified and properly trained employees assigned to perform essential duties and/or work tasks specific to a job classification with a higher pay range due to administrative assignment and/or crew leader absence shall receive pay at the rate for the higher class for all hours worked performing said assigned duties and/or work tasks listed in the official job description. It shall be the responsibility of the City to establish which represented employees shall be assigned the position for the duration of the absence.

Except for emergency and/or critical situations determined solely by the City, any/all assignments of employee(s) to work "Out of Class" as described above shall be provided written notice by the City prior to any work beginning in the higher classification. The written document shall, at a minimum, detail the expectations, duration, pay rate, and any potential consequences of the employee not being able to perform assignment accordingly and be signed by the Union Representative prior to the Employee's signature and implementation.

Out of class pay shall be the beginning step of the higher classification range or five percent (5%) above the employee's regular salary (whichever is greater).

17.1 Employee-initiated out of class work: The City recognizes that employees may, from time to time, anticipate a potential operational need to have a qualified and properly trained employee be assigned "Out of Class" work for brief time periods. In such case, City encourages employees to discuss potential opportunities with City in advance for final determination and implementation if warranted. Assignments of any/all "Out of Class" work shall be made by City in its sole discretion.

ARTICLE 18 - JOB DESCRIPTION

When a bargaining unit job description is revised and the qualifications, responsibilities and/or complexity of the job are meaningfully increased, employee(s) and the Union Council Representative shall be provided the revised position description and afforded an opportunity to bargain a salary adjustment upon request which adjustment, if any, shall be effective retroactively to the effective day of the reclassification.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Discipline and Discharge No employee shall be disciplined or discharged except for just cause (see 19.3 for Just Cause Standards). 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.

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.

19.2 Investigation/Due Process The City will initially investigate allegations related to the conduct of employees as it deems appropriate under the circumstances. Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have a Union representative present at an investigative inquiry, upon request by the employee. (Refer to Article 3.4 for terms of representation.)

If employee exercises their right to union representation at the investigative inquiry and the requested union representative is not available in a timely manner, the employee may either:

- Select an alternative union representative who can be available in a timely manner; or
- Select a bargaining unit employee to be present at the interview; or
- Agree to proceed with the interview unaccompanied by a union representative.

Unavailability of any of these union representatives or bargaining unit employees shall not cause a delay in the investigative interview.

In the event the City's initial investigation establishes that an employee may be subject to discipline greater than a written reprimand or warning, the following procedural due process shall be followed:

The employee shall be notified in writing of the charges or allegations that may subject them to discipline;

The employee shall be notified in writing of the disciplinary sanctions being considered;

The employee will be given in writing an opportunity to refute the charges or allegations and/or offer the City mitigating circumstances regarding the disciplinary sanctions being considered, either in writing or orally in a pre-disciplinary meeting at a specific date and time; and

At his/her request, the employee will be entitled to Union representation at the pre-disciplinary meeting. The Union representation at this pre-disciplinary meeting shall be defined as the representative present at the investigative interview (if any and applicable) and the AFSCME Council 75 Representative.

Unavailability of any of these union representatives shall not cause a delay in any grievance or disciplinary meeting.

19.3 Just Cause Standards For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

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;

If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

The City must conduct a reasonable investigation;

It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;

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;

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 Union or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

19.4 Probationary Employees This article shall not apply to any employee on probation as defined in Article 21.5.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Resolution Process The parties agree to resolve any dispute which may arise between the parties over the application, enforcement, or interpretation of this agreement as follows:

Step 1 - Within ten (10) business days of the occurrence or employee's notice of the problem, the employee, with or without Union representation, shall first bring the dispute to the attention of the employee's immediate supervisor. The supervisor and the affected employee, with or without a Union Representative, shall

informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) business days of their discussion of the matter and if no resolution has been achieved, the employee and/or the Union shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) business days of the supervisor's denial, shall file an official written grievance with the supervisor.

The written grievance shall contain:

A description and date of the circumstances that led up to or are the cause for the grievance;

A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;

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

A description of the remedy sought for resolution of the problem.

The management team (supervisor and Department Head, if different from the supervisor) will consider the written grievance and shall meet with the employee and a Union representative within fifteen (15) business days of its submission in writing. Should the supervisor in question be a department head, another manager shall be included in the meeting. Within ten (10) business days of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the dispute remains unresolved after Step 2, then within ten (10) business days of the written decision, the employee or Union may advance the grievance in writing to the City Manager to appeal the management team's decision. Within five (5) business days of the date of the appeal meeting between the employee and/or Union and the City Manager, the City Manager shall deliver a written decision to the employee and the Union.

Step 4 – Voluntary Mediation: If the dispute remains unresolved after the City Manager provides a written decision, the parties may, by mutual written agreement within ten (10) business days from the date of the delivery of the City Manager's decision, agree to mediate the dispute using a qualified mediator.

Step 5 - If the steps used above fail to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) business days of the City Manager's written decision, or of the last mediation session (whichever was most recent), 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 fourteen (14) workdays of the receipt of the list of arbitrators, or otherwise if the parties agree, the parties will select an arbitrator from the list by alternately striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. A date for arbitration must be set within twenty-one (21) days of the date of selection of the arbitrator. If not by the parties collaboratively, then by either party and the selected arbitrator jointly unless the parties otherwise agree.

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 interpreting and enforcing 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 Union 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.

20.2 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:

If the grievant/Union fails to respond in a timely fashion, the grievance may be pursued to the Management Team step, but it shall not be subject to arbitration. Nothing in this section shall preclude the Union from pursuing disputes over time limits to arbitration.

If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

All references to "business days" in this Article refer to Mondays through Fridays with the exception of paid holidays as set forth in Article 10; weekends are not included. The parties may agree in writing to extend or shorten any time period specified in this Article.

ARTICLE 21 - SENIORITY

21.1 Definition City seniority is the length of continuous service worked by an employee for the City. Bargaining unit seniority is the continuous

length of time spent in the bargaining unit, and such time shall be pro-rated for part-time Employees. Departmental seniority is the length of continuous service worked by an employee in a department. Departmental seniority shall apply in determining vacation scheduling and days off. Seniority shall be broken or terminated if an employee:

Quits;

Is discharged for just cause;

Is laid off and fails to respond to written notice as provided in this Article, Section 21.4;

Is laid off work for a period of time greater than twenty (20) months or a period of time equal to his/her seniority, whichever is shorter;

Fails to report to work at the termination of an extended leave of absence;

While on a leave of absence accepts employment without permission; or

Is retired;

Is terminated as a result of an employee's inability to return to work because of an extended illness or injury for which no reasonable accommodation is available.

21.2 Reduction in Force If the City should reduce its work force, reduced hours of work and layoffs shall be made within each job classification on the basis of Bargaining Unit seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees initially impacted by such decision not less than twenty-eight (28) calendar days prior to any layoff, or the actual amount of days' notice that the City has that it must conduct a layoff or reduce hours of work but no more than twenty-eight (28) calendar days and no less than fourteen (14) calendar days. The entire bumping process outlined below, if any, regarding such layoff or reduction in hours shall be completed within this same time period.

Employees subject to layoff or reduction of hours may choose to bump to lateral or lower classifications for which they are qualified to perform the job (as determined through accepted relevant skills testing procedures chosen by the City or similar to those given to new employees for the same position) or accept layoff. Bumped employees will be placed in the lower classification's pay scale at the step closest to their prior wage. Bumping shall only occur if the employee scheduled for layoff or reduction has greater Bargaining Unit seniority. The first notified employee shall make his/her decision to bump or accept layoff within ten (10) working days after the City's notice. All subsequently bumped employees shall make his/her decision to bump or accept layoff within five (5) working days after the City's notice.

No temporary or new hire probationary employee shall be assigned work in the affected classification while there are qualified regular employees in layoff or reduced status.

21.3 Recall Any employee covered by this Agreement who may be

on a layoff or reduced hours shall be notified of any vacancy and is privileged to return to work or increased hours before any outside person is given employment, provided that such employees are competent to fill existing vacancies (as determined through accepted testing procedures chosen by the City similar to those given to new employees for the same position), for a period of twenty (20) months from the date of layoff. An employee offered reduced hours, who chooses layoff instead, shall not have recall rights.

21.4 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 fourteen (14) calendar days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

21.5 New Hire Employee Probation Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to discharge probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract. This provision is not intended to affect the agreement in Article 16 concerning probation for promoted or transferred employees.

In lieu of discharge at six (6) months, the City may extend an employee's probationary period in writing to both the Employee and the Union, which summarizes the City's concerns about the employee's performance and suggests ways for the employee to improve. The extension of the probationary period shall not exceed ninety (90) days, absent mutual consent between the City, Union, and employee. This extension may be revoked by the City at any time if, in its sole opinion, the employee is unable or unwilling to meet the requirements of the position. The Union recognizes that the City's decision whether or not to extend or end probation is not subject to the contractual grievance and arbitration procedure contained in this Agreement.

21.6 Seniority List The City shall, upon request, furnish to the Union an updated employee list, which shall contain the following: Bargaining Unit seniority date.

21.7 Contracting Out. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work that would result in displacement of bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

21.8 Process The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain

notice with the City. The parties will make a good faith effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned or a mutually agreed alternate mediator will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter 243.

ARTICLE 22 - STRIKES

22.1 No Strike The Union 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, picketing, 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 Union 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.

22.2 Union 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 Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 22.1 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.

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

ARTICLE 23 - PERSONNEL RECORDS

23.1 File. There shall be only one (1) official personnel file for each employee. Employees may inspect the contents of their official personnel file at a mutually convenient time upon request. Employees may receive a copy of their personnel file in accordance with ORS 652.750.

23.2 Grievances No grievance material shall be kept in 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.

23.3 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 provided the following disclaimer is attached:

**"THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY
INDICATE AGREEMENT."**

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 statement has been signed by two (2) City representatives that a copy of the document was mailed to the employee at their address of record.

23.4 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. This response shall be included as part of their personnel file until the material is removed.

23.5 Other Inclusions The City may, at its option, include favorable materials in an employee's file that are related to his/her duties. Employees shall be treated equally and requests shall not be unreasonably denied.

23.6 Removal The City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely or accurate, and thereafter subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. Employees may request removal of documentation of verbal reprimands after one year provided the employee has received no other discipline in the previous year, and may request removal of written reprimands after two years provided the employee has no additional discipline in the previous two years. Such requests will not be unreasonably denied. Employee evaluations are not subject to removal. 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 24 - 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 25 - TERM OF AGREEMENT

25.1 Term This Agreement shall be effective on July 1, 2023, and shall remain in full force and effect until June 30, 2026.

25.2 Renewal This Agreement shall renew automatically from year to year unless either party gives the other notice of its desire to open the Agreement for negotiations. This notice shall be given in writing, no later than January 1 of the year in which the Agreement expires.

CITY OF SWEET HOME

CITY OF SWEET HOME

Kelcey Young, City Manager

Date

AFSCME COUNCIL 75

President Local 3337
Kevin Makinson

AFSCME Secretary
Laci Hegge

AFSCME Member
Sean Hegge

AFSCME Treasurer
Rebecca Huenergardt

Council Representative
Frank Vehafric

Date:_____

APPENDIX A

Introduction

The City of Sweet Home has a strong commitment to providing a safe workplace for its employees, and to establishing programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

Prohibited Conduct

The following conduct is strictly prohibited:

- A. Buying, selling, transporting distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property or while off City property performing work duties. "City property" includes all property owned, rented, leased or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.
- B. Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set for in the Department of Transportation "DOT" regulations.

The rules governing reporting to work with prescribed medication present in the body are set forth below:

- A. Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense to the extent it impacts the employee's ability to perform his/her job. All drug and alcohol related convictions and plea bargaining agreements must be promptly reported to the City Manager. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.
- B. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing.
- C. Giving false, diluted, or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
- D. Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.

“Drugs” refers to all controlled substances as defined by law.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

Mandatory Testing

The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol where:

- A. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.
- B. Reasonable suspicion shall be defined as suspicion based on observations by qualified management employees who can describe the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this policy. Except in emergency circumstances, said management employees shall be accompanied by an equally trained Union representative employed by the City when assessing reasonable suspicion. The City will select and fully pay for, a training program to qualify management employees and Union representatives to determine if a reasonable suspicion exists in a given instance.
 - i. The City will prepare an incident report describing the circumstances that prompted the request for an alcohol and/or drug test which will be made available to the employee and/or the Union upon request.
 - ii. In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.
- C. An employee is involved in any work-related accident which results in death or bodily injury to the employee, a coworker or another person or which results in any property damage beyond damage determined by the City to be more than trivial (de minimis). In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.
- D. Required by DOT or other applicable laws or regulations.
- E. Required pursuant to a rehabilitation agreement imposed by the City.

Prescribed Medication

Employees utilizing any prescribed medication, which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job. This report may be a general description of the treatment. The name of the drug is not required.

Searches

The City reserves the right to conduct searches of its vehicles, property or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions carried into the workplace or brought onto City property. If the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. If the employee desires, he/she may request that a union representative be present during a search of the employee's personal belongings. The city will not request or require any employee to submit to a search of his/her body.

Safeguards

All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and the Department of Transportation. Positive drug test results will be reported to the City Manager. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.

The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies which are not covered by the group insurance policy.

Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

Rehabilitation

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient rehabilitation treatment as recommended by the rehabilitation counselors.

The employee will not be permitted to work until such time as a competent medical authority, approved by the City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties. However, if an employee claims drug or alcohol dependencies *after* violating this policy, the employee will be subject to immediate discharge, irrespective of such dependencies.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family and Medical Leave Act.

In order to continue working for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written rehabilitation and return to work agreement required by the City.



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Collective Bargaining Agreement Approval – Public Safety Employees

Preferred Agenda: June 27, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion __X__ Roll Call ____ Other ____

Relevant Code/Policy: Type Code/Policy Here

Towards Council Goal: Goal #.#: State goal here

Attachments: Collective Bargaining Agreement between the City of Sweet Home and Sweet Home Police Employee Association

Purpose of this RCA:

Should the City of Sweet Home approve the recently negotiated labor agreement between the City of Sweet Home and the Sweet Home Police Employee Association (SHPEA)?

Background/Context:

The labor contract governs wages, benefits, and conditions of employment between the SHPEA represented Police Department employees and the City of Sweet Home. The previous contract expired June 30, 2022. This three-year contract will be in effect through June 30, 2025, or until a successor agreement is negotiated. The agreement reflects the outcome of collective bargaining which began on April 6, 2022, and concluded on June 7, 2023. The represented employees met on June 7, 2023, and ratified the tentative agreement.

The Challenge/Problem:

Type Challenge/Problem Here

Stakeholders:

- City of Sweet Home
- Sweet Home Police Employee Association

Issues and Financial Impacts:

The contract specifies wage and benefit provisions including health insurance costs that will be reflected in future City budgeting processes.

Elements of a Stable Solution:

Type Elements of Solution Here

Options:

1. Do Nothing.

2. *Make a Motion* to approve the 2022 - 2025 Collective Bargaining Agreement between the City of Sweet Home and The Sweet Home Police Employee Association (SHPEA).

RECOMMENDATION: It is recommended that the City Council make a **motion to approve the 2022 - 2025 Collective Bargaining Agreement between the City of Sweet Home and The Sweet Home Police Employee Association (SHPEA).**

CITY OF SWEET HOME

AND

THE SWEET HOME POLICE EMPLOYEES' ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – MANAGEMENT RIGHTS	3
ARTICLE 3 – ASSOCIATION RIGHTS.....	4
ARTICLE 4 – ASSOCIATION BUSINESS	4
ARTICLE 5 – HOURS OF WORK.....	5
ARTICLE 6 – MILEAGE & PER DIEM	8
ARTICLE 7 – COMPENSATION	8
ARTICLE 8 – HEALTH & WELFARE.....	11
ARTICLE 9 – VACATION.....	12
ARTICLE 10 – RETIREMENT	13
ARTICLE 11 – HOLIDAYS	14
ARTICLE 12 – SICK LEAVE	14
ARTICLE 13 – LEAVE OF ABSENCE	16
ARTICLE 14 – UNIFORMS & EQUIPMENT.....	17
ARTICLE 15 – DISCIPLINE.....	18
ARTICLE 16 – PROBATIONARY PERIOD.....	19
ARTICLE 17 – SETTLEMENT OF DISPUTES	20
ARTICLE 18 – SENIORITY.....	21
ARTICLE 19 – STRIKES & LOCKOUTS	22
ARTICLE 20 – PERSONNEL RECORDS	23
ARTICLE 21 – SAFETY.....	24
ARTICLE 22 – WORKING OUT OF CLASS.....	24
ARTICLE 23 – JOB DESCRIPTIONS	24
ARTICLE 24 – JOB OPENINGS AND PROMOTIONS	24
ARTICLE 25 – DRUG TESTING.....	25
ARTICLE 26 – SAVINGS CLAUSE.....	25
ARTICLE 27 – EMPLOYEE BILL OF RIGHTS	25
ARTICLE 28 – RESIDENCY	26
ARTICLE 29 – TERM OF AGREEMENT.....	26

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."

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.

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;

- G. To discipline, suspend, and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of Department operations;
- H. 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;
- I. To control the Police Department budget; and
- J. 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 nonmember, 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 and end on Saturday, 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. Patrol / Traffic Officers

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 (8) hours per twenty-eight (28) day period. This time shall accrue at the beginning of each pay period, and shall be used or forfeited within the pay period when it is accrued. Requests to use shift differential time shall be made on or before the first day of the twenty-eight (28) day work cycle (pay period) shown on the officer work schedule for the month. Scheduling of use shall not be unreasonably denied. If use of shift differential time is disallowed due to operational needs and cannot be accommodated or rescheduled during the pay period, the time shall be carried forward to the following pay period.

Officers will seek to schedule this time off with as much notice as possible; such requests will be considered based on operational needs and staffing considerations; and, such requests will not be unreasonably denied by the Chief or his designee. Time not taken off within the pay period shall be forfeited.

B. Detectives / SRO

These employees shall normally work Monday through Friday 8:00 AM to 4:00 PM. However, this schedule may be changed, as determined by the Chief of Police, to meet Department needs.

C. Dispatchers

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. The work week shall begin on Sunday at 0600 and end the following Sunday at 0559 hours. 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.

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 working a 5/8 schedule shall receive a one-half (1/2) hour paid lunch break and two (2) fifteen (15) minute paid breaks per eight (8) hour shift. Civilian employees, not currently assigned to dispatch duties, shall receive a one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid breaks per eight (8) hour shift.

Employees working a 2-2-3/12 schedule shall receive a one-half (1/2) hour paid lunch break and three (3) fifteen (15) minute paid breaks per shift.

Meal periods for dispatchers shall be taken at their workstation unless otherwise directed

by the department head or a designee.

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

The following rates shall be paid to employees that are required to report for work at any location other than his/her established place of work:

- Mileage – IRS rate per mile if City vehicle not available and personal vehicle used.
- Meals – Breakfast \$10.00
- Lunch \$15.00
- Dinner \$20.00
- Or \$45.00 total – Where trip is full day for meals or actual, whichever is less.
- Lodging – Actual cost at an approved place of lodging

In order to pay for authorized travel expenses, an employee may be temporarily issued a departmental credit card. In the event a credit card is not issued, an employee may request advance expenses when such costs are known.

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.

ARTICLE 7 – COMPENSATION

7.1 WAGES.

Effective July 1, 2022, 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 one dollar and seventy-eight cents (\$1.78) for Dispatcher, and three dollars and seven cents (\$3.07) for CSO, plus a three percent (3%) Cost of Living Increase.

Effective January 1, 2023, 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 three percent (3%) Cost of Living Increase.

The parties have agreed to a wage reopener clause to allow the parties to have accurate numbers regarding inflation for the July 1, 2023 wages.

<u>7/1/2022-12/31/2022</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Police Officer</u>	<u>4,712</u>	<u>4,946</u>	<u>5,194</u>	<u>5,453</u>	<u>5,726</u>	<u>6,014</u>	<u>6,315</u>	<u>6,631</u>
<u>Dispatcher</u>	<u>4,025</u>	<u>4,226</u>	<u>4,437</u>	<u>4,659</u>	<u>4,892</u>	<u>5,137</u>	<u>5,394</u>	<u>5,663</u>
<u>Part-time Dispatcher</u>	<u>22.04</u>	<u>23.14</u>	<u>24.30</u>	<u>25.52</u>	<u>26.79</u>	<u>28.13</u>	<u>29.54</u>	<u>31.01</u>
<u>CSS</u>	<u>4,048</u>	<u>4,250</u>	<u>4,463</u>	<u>4,686</u>	<u>4,920</u>	<u>5,166</u>	<u>5,425</u>	<u>5,696</u>
<u>1/1/2023-6/30/2023</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Police Officer</u>	<u>4,853</u>	<u>5,096</u>	<u>5,351</u>	<u>5,618</u>	<u>5,899</u>	<u>6,194</u>	<u>6,504</u>	<u>6,829</u>

Dispatcher	4,146	4,353	4,571	4,799	5,039	5,291	5,556	5,834
Part-time Dispatcher	22.70	23.84	25.03	26.28	27.59	28.97	30.42	31.94
CSS	4,169	4,378	4,597	4,827	5,068	5,321	5,587	5,867

7.2 LONGEVITY PAY

Employees who have completed ten (10) years of continuous, full time, service in the job classification with the department may receive “Longevity Merit Pay” of three percent (3.0%) Employees who have completed fifteen (15) years of continuous, full time, service with the department may receive five percent (5.0%) “Longevity Merit Pay” increase. 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 base rate of pay.

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.

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 eighty (80) hours. Any accrual beyond eighty (80) hours shall be paid. Compensatory time use shall be scheduled by mutual agreement.

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 ("Flex-time"). 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, shall 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.

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 *CERTIFICATE PAY*

Employees will be eligible for DPSST certificate pay or in the alternative, degree pay as follows:

Intermediate certificate - two and a half percent (2.5%)
Advanced certificate - five percent (5%)

Education degree – two percent (2%) for an Associates degree, or four percent (4%) for a Bachelors degree, but not both. Employees will be eligible for the certification premium at eighteen (18) months of employment for all classifications including CSO.

Employees who possess or earn more than one of the above-stated credentials are limited to one increase to base pay.

Eligibility: Employees will be eligible for certificate pay upon submission of a DPSST Intermediate or Advanced Certificate to the Administrative Assistant.

The employee will receive his/her certificate or degree pay beginning either the month following the month the certificate is granted or the degree was conferred, or for new hires who already hold the qualifying credential, beginning from the date of hire. Any officer who in 2019 earned incentive for a college degree shall be grandfathered and continue to earn education incentive in an amount that shall be reduced by any DPSST incentive to which the officer becomes entitled.

7.10 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.

7.11 TEMPORARY DUTY ASSIGNMENTS

Police Officers assigned to temporary duty as a School Resource Officer or Detective are eligible for a three percent (3%) increase to base pay for the period in which they are so assigned.

7.12 NO PYRAMIDING

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

7.13 CANINE HANDLER

In compliance with the FLSA, three and a half (3-1/2) hours per week of kennel time will be allotted for the K9 handler. Kennel time may be taken as overtime, comp time or flex-time.

The Canine Handler's hours of work may be scheduled on a flex-time basis to facilitate meeting operational needs for the police canine. Flex-time deviations from the handler's regular schedule will be determined by the Chief of Police or designee and the canine handler.

Kennel time includes, but is not limited to, bathing, brushing, exercising, feeding, grooming, cleaning of the dog's kennel or transport vehicle, administering drugs or medicine for illness and/or transporting the dog to and from an animal hospital or veterinarian and training the dog at home are all compensable activities.

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%) 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%) 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 with up to ten (10) years, of continuous service may not accumulate vacation leave in excess of one hundred and ninety (190) hours.

An employee with ten (10) years or more of continuous service may not accumulate vacation leave in excess of two hundred and thirty (230) 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 ICMA 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 ICMA for dispatchers.

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

A. ICMA

Effective July 1, 2005, 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 nine hundred sixty-hours (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 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's 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 seventy-five dollars (\$75.00) per calendar quarter.

The City furnishes dispatchers with polo shirts, slacks and a uniform jacket and reimbursement up to fifty dollars (\$50.00) 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 twelve (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. unless Oregon law requires that a different procedure by following in order to select the arbitrator for the particular grievance

Unless Oregon law requires that a different procedure by following in order to select the arbitrator for the particular grievance, 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 work force, 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

30.1 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, 2019 unless renewed according to Article 30.2.


30.2 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 May, 2023.

CITY OF SWEET HOME

SWEET HOME POLICE EMPLOYEES
ASSOCIATION



Jason Ogden, Chief of Police




Sean Potter, President



Kelcey Young, City Manager



Dan Thenell, Of Counsel to Association



C. Akin Blitz, Of Counsel
City Labor Representative/Negotiator

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.

June 19, 2023

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 wage increases for July 1, 2023 and July 1, 2024 subsequent to the execution of the Collective Bargaining Agreement, herein "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.

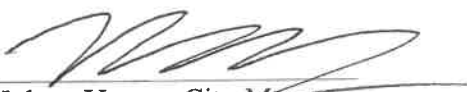
Therefore, the parties agree as follows:

The following provision will be revised:

Section 7.1 Wages:

Effective July 1, 2023, the wage scale will be increased across the board by 5% for Cost of Living.

Effective July 1, 2024, the wage scale will be increased across the board by 4% for Cost of Living.


Kelcey Young, City Manager

6-19-23
Date


Sean Potter, SHPEA

6-19-23
Date



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Downtown Lounge Public Address System Application

Preferred Agenda: June 27, 2023

Submitted By: Jason Ogden, Chief of Police

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: SHMC 9.20.020

Towards Council Goal: Economic Strength

Attachments: Application – Public Address System and TUAL Application

Purpose of this RCA:

The Downtown Lounge is expanding their service to include an outdoor venue during the Oregon Jamboree weekend. As part of the outdoor venue, a Public Address (PA) Permit has been requested.

Background/Context:

During June 2023, Katherine Julian, the owner of the Downtown Restaurant and Lounge, submitted applications to expand their services during the Oregon Jamboree Weekend. The expanded services will include a fenced outdoor venue on the existing business property that will have alcohol sales, seating, and amplified music. The amplified music will be in the form of DJ equipment. This same event had been hosted for the past several years during the Oregon Jamboree.

I contacted Ms. Julian regarding the application. A list of requirements was discussed, and Ms. Julian indicated that she would comply with those, just as in previous years.

The application for the PA permit indicates that the music amplification will include a DJ, speakers, and amps. The form indicates that the broadcast sound will travel beyond 1000 feet which according to SHMC 9.20.020 will need to be approved by the City Council.

The PA permit also lists the dates and times for amplification of music. The request is for the permit to run from Thursday (08/03/23) through Sunday (08/06/23). The actual times listed on the PA permit is between the times of 8:00 p.m. and 12:00 a.m. Thursday and Sunday and then 8:00 p.m. and 1:00 a.m. on Friday and Saturday.

Historically, several members of the neighborhood directly north of the business property (1200 Block of Nandina Street) have expressed concerns over the noise level of the event.

In 2022, the Sweet Home City Council did approve this request and the after review of the Sweet Home Police Department's records, we found that no complaints of music were received.

The Challenge/Problem:

The challenge of the request for the PA Permit is associated with blending the interests of the business with those of the surrounding neighborhood.

The business is requesting the PA Permit for an event that runs four days a year and will play music until 12:00 a.m. on Thursday and Sunday, and until 1:00 a.m. on Friday and Saturday. The intent of the request is to further promote their business and the event.

Stakeholders:

- City of Sweet Home Citizens – Citizens that live within proximity to the event may have their level of livability affected by the sound amplification coming from the event. Other citizens and community members may benefit from the entertainment offered by the event.
- Downtown Lounge – By allowing the requested times on the PA Permit, the event and business will be enhanced.
- City of Sweet Home Police Staff – The on-duty Supervisor needs a defined time to for the allowed amplification of music to ensure that it is complied with.
- City of Sweet Home City Council –SHMC 9.20.020 dictates that the Council may suspend the 1000-foot limitation and grant a sound amplifying permit.

Issues and Financial Impacts:

The city and the Police Department will not be impacted by event. Any issues and potential financial impacts will be associated with the Downtown Restaurant and Lounge and the surrounding neighborhoods.

Elements of a Stable Solution:

The Sweet Home City Council should determine a fair and equitable solution associated with the PA Permit times. The needs of the business and the needs of the surrounding neighborhood must be considered.

Options:

1. Approve the requested PA Permit. This would allow for the Downtown Lounge to play amplified music in the outdoor venue from 8:00 p.m. until 12:00 a.m. on Thursday (08/03/23), 8:00 p.m. until 12:00 a.m. on Friday (08/04/23) and Saturday (08/05/23), 8:00 p.m. until 1:00 a.m. and 8:00 p.m. until 12:00 a.m. on Sunday (08/06/23).
2. Deny the request. This would not allow for the amplification of music at the outdoor event.
3. Amend the requested PA Permit. The City Council can choose to amend the request by adjusting the times permitted on one or all days. Examples could include allowing the amplification of music until 12:00 a.m. on Friday (08/04/23), until 1:30 a.m. on Saturday (08/05/23) and until 10:00 a.m. on Sunday.

RECOMMENDATION:

Staff recommends option #1. This would allow for the Downtown Lounge to play amplified music in the outdoor venue from 8:00 p.m. until 12:00 a.m. on Thursday (08/03/23), 8:00 p.m. until 12:00 a.m. on Friday (08/04/23) and Saturday (08/05/23), 8:00 p.m. until 1:00 a.m. and 8:00 p.m. until 12:00 a.m. on Sunday (08/06/23).



Sweet Home Police Department

1950 Main Street, Sweet Home OR 97386

541-367-5181 shpd@sweethomeor.gov

APPLICATION- PUBLIC ADDRESS SYSTEM

Date of Application: 06/07/2023

Name: JULIAN, KATHERINE SUZANNE (Last) (First) (Middle)

Date of Birth: 08/19/1978 Primary Phone: 541-570-8739

Home Address: 42460 UPPER BERLIN DRIVE LEBANON OR 97355

Organization's Name: DOWNTOWN RESTAURANT AND LOUNGE

Organization's Address: 1234 MAIN STREET SWEET HOME, OR 97386

Organization's Phone: 541-818-0447

Local Address of Event: 1234 MAIN STREET SWEET HOME, OR 97386 - WEST PARKING

Nature of Business/ Event: OREGON JAMBOREE "AFTER-PARTY"

Table with 3 columns: Date(s) and Time(s) of Message, (Date), (From), (To). Rows include dates from August 3, 2023 to August 6, 2023 with corresponding times.

Vehicle to be Used: N/A (Color) (Year) (Make) (License) (State)

Type of Sound Amplification Equipment to be used: PYLE SPEAKERS AND AMP, DJ EQUIPMENT

Message:

Will PA broadcast sound travel beyond 1,000 feet? YES (If yes application must be processed and submitted to City Council for approval)

Table with 4 columns: Application Review, Signature, Date, Decision. Includes signature of Police Chief and SHPD Case #: 202304261.



OREGON LIQUOR & CANNABIS COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons. You must not allow any other open container of alcohol to leave the licensed premises.
- Sell at retail malt beverages, wine, and cider in a factory-sealed container to consumers for consumption **off** the licensed premises.
- May **deliver** factory-sealed containers and securely covered containers (growlers) of malt beverages (beer), wine, and cider direct to consumer for consumption **off** the licensed premises; however, must follow the delivery rules under OAR 845-006-0392 and 845-006-0396. Delivery can only occur during the date and time of the special event.

LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

- Sell at retail malt beverages, wine, and cider by the drink for consumption in the special event licensed area.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons. You must not allow any other open container of alcohol to leave the licensed premises.
- Sell at retail malt beverages, wine, and cider in a factory-sealed container to consumers for consumption **off** the licensed premises.
- May **deliver** factory-sealed containers and securely covered containers (growlers) of malt beverages (beer), wine, and cider direct to consumer for consumption **off** the licensed premises; however, must follow the delivery rules under OAR 845-006-0392 and 845-006-0396. Delivery can only occur during the date and time of the special event.

OLCC LICENSE FEE

- The license fee is a \$10.00 per license day or any part of a license day. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- **Make payment by check or money order, payable to OLCC.**
- **License Days:** In #11 below, you may apply for a maximum of **seven** license days per application form.

Process Time

OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #11 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.

1. My Annual License is a:		<input checked="" type="checkbox"/> FULL ON-PREMISES	<input type="checkbox"/> LIMITED ON-PREMISES
2. Licensee Name (please print): DOWNTOWN RESTAURANT AND LOUNGE LLC			
3. Email: KATIEJULIAN2014@GMAIL.COM			
4. Trade Name of Business: DOWNTOWN RESTAURANT AND LOUNGE		5. Fax (Optional)	
6. Address of <u>Annual</u> Business: 1234 MAIN STREET		7. City SWEET HOME	
8. Contact Person: KATHERINE JULIAN		9. Contact Phone: 541-570-8739	
10. Event Name (if one): N/A			
11. Date(s) of event (no more than seven days): AUGUST 3, 2023 - AUGUST 6, 2023			
12. Start/End hours of alcohol service: 10:00 (am / pm) to 2:00 (am / pm)			
13. Address of <u>Special Event</u> (Street, City and Zip): 1234 MAIN STREET - WEST PARKING LOT			

14. Is the event, or any part of the event, outdoors?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
14a. If <u>yes</u> , submit a drawing showing the licensed area and its boundaries.			
15. List the name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area: KATHERINE JULIAN 88FB54, CHAD SCHUSTER 2148KK TABATHA HARRINGTON-SHAW 30P62P			
16. What is the expected attendance <u>per day</u> in the area where alcohol will be sold or consumed? 300 People/Day If the expected attendance is 301 or more per day, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168) and you must <u>also</u> answer questions 17 and 18. If your answer is 300 or fewer per day, please skip questions 17 and 18.			
17. Insurance Company: MOUNT VERNON FIRE INSURANCE		18. Policy #: CP2637396	
19. GOVERNMENT RECOMMENDATION: You must obtain a recommendation from the local city <u>OR</u> county before submitting this application to the OLCC.			
19a. Name the CITY if the event address is within a city's limits: SWEET HOME			
OR			
19b. Name the COUNTY if the event address is outside the city's limits:			

I affirm the following:

- Minors (people under the age of 21) and visibly intoxicated people will not be allowed to buy, possess, or consume alcohol.
- The only open containers of alcohol that may be taken off the licensed area are securely covered containers (growlers) of malt beverages, wine, or cider. I will not allow any other open container of alcohol to leave the licensed premises.
- Marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the special event licensed premises.
- The event will meet the food service requirements of a Temporary Use of an Annual License.
- I affirm I am authorized to sign this application on behalf of the applicant.

20. Licensee Name (print): KATHERINE JULIAN	
21. LICENSEE SIGNATURE: <i>Katherine Julian</i>	22. Date: 06/07/2023

CITY OR COUNTY USE ONLY The city/county named in #19 above recommends: <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Acknowledge <input type="checkbox"/> Deny (attach written explanation of deny recommendation) (Optional) City/County Contact Person: <i>chief Jason Ogden</i> (Optional) Phone Number or Email: <i>541-367-5181</i> City/County Signature: <i>[Signature]</i> Date: <i>06/07/2023</i>	
---	--

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.			
OLCC USE ONLY	Fee Paid:	Date:	Receipt #:
License is <input type="checkbox"/> Approved <input type="checkbox"/> Denied			
OLCC Signature:		Date:	

FOOD REQUIREMENTS FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

WHAT AMOUNT OF FOOD MUST I PROVIDE?

- **TWO SUBSTANTIAL FOOD ITEMS:** A Full On-Premises Sales Licensee **not** providing distilled spirits at the event and a Limited On-Premises Sales Licensee must provide at all times and in all areas where alcohol service is available at least two different substantial food items.
- **FIVE SUBSTANTIAL FOOD ITEMS:** A Full On-Premises Sales Licensee providing distilled spirits at the event must provide at all times and in all areas where alcohol service is available at least five different substantial food items.

WHAT IS A SUBSTANTIAL FOOD ITEM?

This is a food item that is typically served as a main course or entrée. Some examples are fish, steak, chicken, pasta, pizza, and sandwiches. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips and crackers do not qualify as substantial food items.

WHAT DOES "DIFFERENT" MEAN?

"Different" means substantial food items that the OLCC determines differ in their primary ingredients or method of preparation. For example, a turkey sandwich differs from a salami sandwich, a beef burger differs from a turkey burger, and fried chicken differs from baked chicken. Different sizes of the same item are not considered different.

IS THERE AN EXCEPTION TO PROVIDING THE TWO OR FIVE DIFFERENT SUBSTANTIAL FOOD ITEMS?

The OLCC must determine that the clearly dominant emphasis is food service at all times in the area where alcohol service is available in order for you to provide only one substantial food item if you are **not** providing distilled spirits or one to four different substantial food items if you are a Full On-Premises Sales Licensee providing distilled spirits. The OLCC will work with you to make this determination prior to approving your application.

WHAT DOES IT MEAN TO PROVIDE FOOD SERVICE "AT ALL TIMES AND IN ALL AREAS WHERE ALCOHOL SERVICE IS AVAILABLE"?

Patrons must be able to obtain food service inside the special event licensed area. You may use either of the following two methods to provide food service:

- Within all areas where alcohol service is available, have the minimum required food items available for patrons at all times; or
- Within all areas where alcohol service is available, have a menu of the minimum required food items (plus any other items you may choose to include) available for patrons at all times and be able to provide the food items in the area if a patron chooses to order food. The food items could be kept at a location other than the area where the alcohol is served; however, you must be able to provide the food items to the patron in the area where alcohol service is available.

IS PROVIDING TASTINGS OF ALCOHOL CONSIDERED PROVIDING ALCOHOL SERVICE?

Yes, providing tastings of alcohol is considered providing alcohol service; therefore, the food requirements must be met.

MAY I USE FOOD PROVIDED BY A CONTRACTOR OR CONTRACTORS TO MEET THE FOOD REQUIREMENT?

Yes, the food service may be provided by someone other than you; however, even if food service is provided by a contractor, you are fully responsible for compliance with the food requirements. You may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

WHO MAY THE CONTRACT FOR THE FOOD SERVICE BE WITH?

The contract may be between:

- You (the OLCC licensee) and the food service contractor; or
- The organizer of the event and the food service contractor.

DOES THE FOOD SERVICE CONTRACT NEED TO BE IN WRITING?

No, the food service contract does not need to be in writing; however, you may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.



50 ft

Parking Area
will be event space



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Appointment to Boards and Committees

Preferred Agenda: June 27, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion x Roll Call ____ Other ____

Relevant Code/Policy: SHMC Chapter 2.10 City Committees

Towards Council Goal: Vision Statement II. WE ASPIRE to have an effective and efficient local government

Attachments: Applications for Boards and Committees

Purpose of this RCA:

Appointment to the Traffic Safety Committee

Background/Context:

There are seven vacancies on the Traffic Safety Committee. As per Charter, two of those appointments can be outside of City limits, but within the SHSD boundaries. Five applications were received for this committee. The Administration, Finance, and Property committee held two meetings to interview candidates. Their recommendation for appointment is based upon those interviews.

The Challenge/Problem:

Vacancies on Boards and Committees

Stakeholders:

- City of Sweet Home Staff – Staff benefits by having full committees that provide direction and recommendations that are consistent with law.
- City of Sweet Home Management - Management is more effective and efficient with clear, updated, best practices for policy as recommended by committees.
- Sweet Home Residents – Residents and taxpayers essentially pay the price when policies lead to inefficient operations or practices.

Issues and Financial Impacts:

None known

Elements of a Stable Solution:

Appoint committee members to vacancies who are willing to serve a full term and available for scheduled meetings of the committee.

Options:

1. Option #1 – Do Nothing
2. Option #2 – Seek additional applicants
3. Option #3 – Make a motion to appoint Bonnie Neal, Bud Mather, Frank Gallagher, Vince Adams and Ryan Paul to the Traffic Safety Committee.

Recommendation:

1. Staff recommends Option #3 – Make a motion to appoint Bonnie Neal, Bud Mather, Frank Gallagher, Vince Adams and Ryan Paul to the Traffic Safety Committee.

Subject: Form submission from: Board/Committee/Commission Application

Date: Saturday, April 29, 2023 at 5:16:03 PM Pacific Daylight Time

From: Bonnie Jeanne Neal

To: Julie Fisher

Submitted on Saturday, April 29, 2023 - 5:15pm

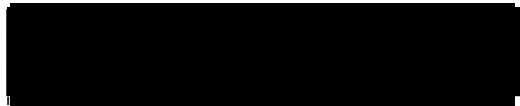
Submitted by anonymous user: 172.56.153.182

Submitted values are:

Full Name: Bonnie Jeanne Neal

Permanent Address: 28819 Pleasant Valley Rd

Mailing Address: 28819 Pleasant Valley Rd



Preferred method of contact: Phone

Occupation: semi retired truck driver

Employer: Robert Pickett Contractor and K&E Express Transportation

Please choose the Board, Commission, or Committee in which you are interested in serving: Traffic Safety Committee

Are you applying for reappointment? No

Do you live within the city limits of Sweet Home? No

If yes, how long have you served in this capacity (years & months):

How long have you lived in the area (years & months): Raised here, moved away after graduation in 1960, returned to area in 2016

Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Occupation as Class 8 Truck Driver since 1974.

List current involvement in other community groups and/or activities.

On the Beautification Committee since 2017

Just began attending new Arts and Culture Ad Hoc Committee

What special contribution do you feel you can make to the group/position you are applying for?

Have always had concern for traffic patterns and needs in all communities, would very much enjoy helping in our Sweet Home due to the unusual traffic needs we have here.

The following applies for appointments that require residency and elector status:

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

ELECTRONIC SIGNATURE: Bonnie Jeanne Neal

*Wednesday
@ 4pm*

Date of Signature Sat, 04/29/2023

The results of this submission may be viewed at:

<https://www.sweethomeor.gov/node/24226/submission/7315>

Subject: Form submission from: Board/Committee/Commission Application

Date: Monday, April 10, 2023 at 10:50:04 AM Pacific Daylight Time

From: D.E. Bud Mather

To: Julie Fisher

Submitted on Monday, April 10, 2023 - 10:49am

Submitted by anonymous user: 98.125.161.66

Submitted values are:

*wednesday
4pm*

Full Name: D.E. Bud Mather

Permanent Address: 210 Nandina

Mailing Address: P>O> Box 125

F
T
E
[REDACTED]

Preferred method of contact: Email

Occupation: retired

Employer:

Please choose the Board, Commission, or Committee in which you are interested in serving: Traffic Safety Committee

Are you applying for reappointment? Yes

Do you live within the city limits of Sweet Home? Yes

If yes, how long have you served in this capacity (years & months): 30 + yr.

How long have you lived in the area (years & months): 51 yr.

Please give a brief description of your experiences or training that you feel qualifies you for this particular position. I have worked with this committee for several yr.

List current involvement in other community groups and/or activities. None at this time

What special contribution do you feel you can make to the group/position you are applying for? Hope to help make drivers more aware of in town speed zones

The following applies for appointments that require residency and elector status: Bud Mather

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

ELECTRONIC SIGNATURE: Bud Mather

Date of Signature Mon, 04/10/2023

The results of this submission may be viewed at:

<https://www.sweethomeor.gov/node/24226/submission/7280>



CITY MANAGER'S OFFICE

3225 Main Street
Sweet Home, OR 97386
541-367-8969 541-367-1215 FAX
Jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Frank Gallacher
Permanent Address: 1420 1st Ave Sweet Home
Mailing Address: Same
Contact Phone: [REDACTED]
E-Mail Address: [REDACTED]
Preferred method of contact: Mail Phone Email
Occupation: Retired Employer: _____

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee	Planning Commission	Library Board
<input checked="" type="checkbox"/> Traffic Safety Committee	Park and Tree Committee	
Charter Review Committee	All Hazard Mitigation Committee	

Are you applying for reappointment: Yes No
If yes, how long have you served in this capacity: ~~3~~ Year(s) _____ Month(s)

- How long have you lived in the area: 27 Year(s) _____ Month(s)
- Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Citizen Police Academy
Volunteer 10+YR. SHPD Set up Radar Trailer
USE Radar Gun
- List current involvement in other community groups and/or activities.
SHPD
- What special contribution do you feel you can make to the group/position you are applying for?
Previous Member TRAFFIC SAFETY
KNOWLEDGE OF PROBLEM AREAS CAN OBTAIN DATA

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Frank Gallagher, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.

Frank Gallagher
Signature

3-31-23
Date of Signature



CITY MANAGER'S OFFICE

3225 Main Street Street
Sweet Home, OR 97386
PH: 541-367-8969
jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Vincent C Adams

Permanent Address: 809 Mountain View Rd Sweet Home OR 97386

Mailing Address: Same

Contact Phone Number: [Redacted]

E-Mail Address: [Redacted]

Preferred method of contact: Mail Phone Email

Occupation: Expressor Employer: Wah Chang (ATI Millwork)

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee Planning Commission

Traffic Safety Committee Library Board

Park and Tree Committee Charter Review Committee

Are you applying for reappointment: Yes No

If yes, how long have you served in this capacity: _____ Year(s) _____ Month(s)

1. How long have you lived in the area: 26 Year(s) 5 Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Was appointed to similar committee some years ago was never notified of any meetings. Long Time Driver w/ military training in convoy ops + safety with traffic management for same.

3. List current involvement in other community groups and/or activities. Attend City Council meetings assisted in clean ups, Homeless Shelter Committee member

4. What special contribution do you feel you can make to the group/position you are applying for? Bringing to the table issues and ideas from friends, family and neighbors seeking solutions to same.

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Vincent C Adams, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.

Vincent C Adams
Signature

5-22-23
Date of Signature



CITY MANAGER'S OFFICE

3225 Main Street Street
Sweet Home, OR 97386
PH: 541-367-8969
jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Ryan Paul

Permanent Address: 2879 Fir Ct Sweet Home OR 97386

Mailing Address: SAME AS ABOVE

Contact Phone Number: [REDACTED]

E-Mail Address: [REDACTED]

Preferred method of contact: Mail Phone Email

Occupation: FIREFIGHTER Employer: SWEET HOME FIRE DISTRICT

Please mark the Board, Commission or Committee in which you are interested in serving:

- Budget Committee
- Traffic Safety Committee
- Park and Tree Committee
- Planning Commission
- Library Board
- Charter Review Committee

Are you applying for reappointment: Yes No

If yes, how long have you served in this capacity: _____ Year(s) _____ Month(s)

1. How long have you lived in the area: 20 Year(s) _____ Month(s)
2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. I CURRENTLY HOLD A POSITION IN PUBLIC SAFETY + HAVE WORKED IN SEVERAL CAPACITIES OVER A 21 YEAR PERIOD.
3. List current involvement in other community groups and/or activities. NONE AT THIS TIME
4. What special contribution do you feel you can make to the group/position you are applying for? WORKING IN PUBLIC SAFETY, I FEEL LIKE I MIGHT BE ABLE TO OFFER A DIFFERENT PERSPECTIVE ON THINGS.

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Ryatt Pan, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

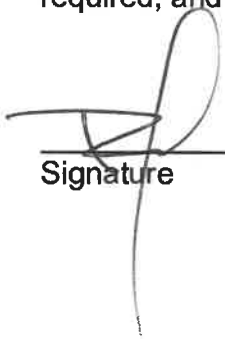
CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.



Signature

5-23-23
Date of Signature



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Resolution No. 07 for 2023 – Fee Schedule

Preferred Agenda: June 27, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion ____ Roll Call ____ Other ____

Relevant Code/Policy: City of Sweet Home Financial Policy

Towards Council Goal: Vision Statement II. WE ASPIRE to have an effective and efficient local government.

Attachments: Resolution No. 7 for 2023 – A Resolution to Establish Public Information, Records, Research, Service and Miscellaneous City Fees.

Purpose of this RCA:

To update the city’s Public Information, Records, Research, Service and Miscellaneous City fee schedule.

Background/Context:

Staff is requesting updates to the Fee Schedule. The Fee Scheduled should be updated and any changes approved by City Council per City policy. Only the fees that have not yet been approved are noted below. All other fees in the fee schedule have already been approved by City Council and are being implemented by staff. The Resolution just adds any new or updated fees.

NEW PROPOSED FEES:

Additional Facility Fees: The Council Chambers, City Hall fenced parking lot, and the library parking lot have been added to the fee schedule.

Community Development Fees: With the new Zoning Code update, changes to the planning fees were necessary. All planning and zoning fees were reviewed and updated to cover actual cost and staff time related to the various application types. The new fees for this department include a fee for Adjustments \$350, Interpretations for \$75 and Nonconforming Uses for \$650. Also, to match language in SHMC, Home Occupations now has a proposed fee of \$200.

Park/Facility Use: Fees were added for the use of Community Garden Plots of \$35 per year and camp sites which are \$30 for tent and \$60 for RV sites per night.

Police: A \$5 per year fee was added for Alarm Permits (waived for anyone 65 years of age or older).

Utility Billing: A Utility Billing Set Up Fee of \$20 was added to the Fee Schedule. This fee helps cover the cost of staff processing new accounts and is in line with surrounding City's Utility Billing fees.

PROPOSED UPDATES TO EXISTING FEES:

Community Development Fees: Proposed fee changes include:

- Fence Permit \$20 proposed \$25
- Partitions \$315 proposed \$350
- Zone Map Amendment and Zone Text Amendment were each \$1030 and proposed \$1500 each
- Public Hearing for Variance \$590 proposed \$650
- Vacation Right of Way \$1030 proposed \$1500
- Annexation and Rezone is proposed to be less from \$1545 to \$1500
- Public Hearing for Conditional Use \$615 proposed \$650
- Comprehensive Plan Amendment increased from \$1450 (plus cost of notice) to \$1500
- The fee will not change for the Development Plan Review, but the proposed new title is Site Development Review

Utility Billing: The Municipal Lien Search Fee per tax lot was raised from \$25 to \$30.

Public Works Fees: The Meter Only in Subdivision Lots was raised from \$315 to \$350.

The Challenge/Problem:

Will the City Council adopt Resolution No. 7 for 2023 regarding the City's annually reviewed fee schedule?

Stakeholders:

- City of Sweet Home citizens – Adopting this resolution ensures residents have one place to go to see any and all fees within the city. As staff works to consolidate and simplify processes, citizens should find it easier to find basic information without having to bounce between code and resolutions that may not be easily accessible.
- City of Sweet Home City Council – Council is to review all fees annually.
- City of Sweet Home Staff – works diligently to keep fees updated annually to cover cost of city expenses.

Issues and Financial Impacts:

Newly established fees will allow additional resources for services the City is providing.

Elements of a Stable Solution:

A transparent and just fee schedule that is easy to understand and locate various city fees quickly.

Options:

1. Do Nothing
2. Make a motion to adopt Resolution No. 7 for 2023, A Resolution establishing certain Public Information, Records, Research, Service and Miscellaneous City fees in accordance with City of Sweet Home's Financial Policies.
3. Make additional revisions to the Fee Schedule – Staff will return with a revised resolution.

Recommendation:

Staff recommends *Option 2: Make a motion to adopt Resolution No. 7 for 2023, A Resolution establishing certain Public Information, Records, Research, Service and Miscellaneous City fees in accordance with City of Sweet Home's Financial Policies.*

RESOLUTION NO. 7 FOR 2023

A RESOLUTION TO SET PUBLIC INFORMATION, RECORDS, RESEARCH, SERVICE AND MISCELLANEOUS FEES.

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff and material costs for copying reports, documents and other items specifically requested by the general public; and

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff and material costs for City Staff performing research and other miscellaneous tasks specifically requested by the general public; and

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff and material costs for City Staff providing certain services specifically requested by the general public; and

WHEREAS, the application of these fees shall not apply to City sponsored public information meetings or City initiated information distribution; and

WHEREAS, the City seeks to promote Economic Development in the community by encouraging community-wide events that will showcase the City and attract local citizens, investors, and tourists to participate and invest in the local economy; and

WHEREAS, the City Manager has the authority, by this resolution, to reduce or waive fees to individuals or organizations sponsoring community-wide events that serve an important purpose by promoting economic development.

NOW, THEREFORE, the City Council resolves that the following fees shown in Exhibit A are hereby established:

If items are not covered in this resolution, the City Manager is authorized to set a temporary fee until it can be approved by City Council. The City Manager is authorized to reduce or waive fees for economic development as stated above.

It has been determined that these rates and fees are classified as not being subject to Oregon Constitution, Article XI, Section 11b limitations.

This Resolution updates and replaces those fees set forth in Resolution No. 3 for 2021 that are the same fees therein.

This Resolution shall be effective July 1, 2023.

PASSED by the Council and approved by the Mayor, this 27th day of June, 2023.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

**2023 City of Sweet Home
 Fee Schedule - New Fees
 Resolution No. 7 for 2023 - Exhibit A**

FACILITY RENTAL FEES				
Conference Rooms				
HOURLY FEES	Ames	Santiam	Wiley	Council Chambers
During Operating Hours				
Government & Non-Profit Groups				\$25/hr
Public Groups				\$30/hr
Private Groups				\$35/hr
During Hours of Closure				
Government & Non-Profit Groups				\$50/hr
Public Groups				\$60/hr
Private Groups				\$70/hr
EQUIPMENT RENTAL RATES				
AV/IT System				\$20
Tables and Chairs				Included
Keruig Coffee Machine & Pods (15 guest)				\$10
PA System				\$20
OTHER FEES AND DEPOSITS				
Non-Refundable Fee (After Hour Use)				\$50
Refundable Deposit for Non-profit, Govt & Public Groups				\$100
Refundable Deposit for Private Groups / Businesses				\$150
Refundable Key Deposit				\$200
Non-Refundable Cleaning Fee				Included

ADDITIONAL FACILITIES	
City Hall Fenced Parking Lot	<p>\$5 per day or \$25 per month per vehicle, plus \$5 per month to swap an additional vehicle in the same space. No overnight camping or RV parking. Not for vehicle storage. Must provide a waiver of liability.</p>
Library Parking Lot	<p>\$5 per day or \$25 per month per vehicle, plus \$5 per month to swap an additional vehicle in the same space. No overnight camping or RV parking. Not for vehicle storage. Must provide a waiver of liability.</p>

**2023 City of Sweet Home
 Fee Schedule - New Fees
 Resolution No. 7 for 2023 - Exhibit A**

COMMUNITY DEVELOPMENT FEES	
Annexation & Rezone	\$1,500.00
Adjustments	\$350.00
Comprehensive Plan Amendment	\$1,500.00
Conditional Use (Public Hearing)	\$650.00
Site Development Review	\$75.00
Fence Permit	\$25.00
Home Occupation	\$200.00
Interpretations	\$75.00
Nonconforming Uses	\$650.00
Partition	\$350.00
Subdivision – Tentative & Final/ Planned Development	\$1000.00 + \$25.00 per lot
Vacation of Right of Way	\$1,500.00
Variance (Public Hearing)	\$650.00
Zone Map Amendment	\$1,500.00
Zone Text Amendment	\$1,500.00

**2023 City of Sweet Home
Fee Schedule - New Fees
Resolution No. 7 for 2023 - Exhibit A**

Park/Facility Use Processing Fees	
Community Garden Plots	\$35 Per Year
Camping Sites	Tent Sites \$30 RV Sites \$60 Per Day

**2023 City of Sweet Home
Fee Schedule - New Fees
Resolution No. 7 for 2023 - Exhibit A**

POLICE DEPARTMENT FEES	
Alarm Permit	\$5 per year (fee waived for residential occupants over the age of 65)

**2023 City of Sweet Home
Fee Schedule - New Fees
Resolution No. 7 for 2022 - Exhibit A**

FINANCE DEPARTMENT	
Miscellaneous Service and Research Fees	
Municipal Lien Search Fee per Tax Lot	\$30.00
Utility Account Set Up Fee (non-refundable)	\$20.00

**2023 City of Sweet Home
Fee Schedule - New Fees
Resolution No. 7 for 2023 - Exhibit A**

PUBLIC WORKS FEES	
PW Permit Fees	
Meter only in Subdivision Lots	\$350

Resolution No. 11 for 2023

A RESOLUTION CERTIFYING THE CITY COMPLIES WITH SECTIONS OF ORS 475C RELATED TO MARIJUANA SALES INSIDE CITY LIMITS.

WHEREAS, ORS 475C.005, the Adult and Medical Use of Cannabis Act contains the rules and regulations regarding the sale of recreational and medical marijuana in the State of Oregon, and;

WHEREAS, ORS 475C.065 establishes a license to produce marijuana, and;

WHEREAS, ORS 475C.085 establishes a license to process marijuana, and;

WHEREAS, ORS 475C.093 establishes a license for the wholesale sale of marijuana, and;

WHEREAS, ORS 475C.097 establishes a license for the retail sale of marijuana, and;

WHEREAS, Sweet Home Municipal Code (SHMC) Chapter 3.34 authorizes the sale of marijuana in the City of Sweet Home and establishes a tax of 3% on all retail sales.

NOW, THEREFORE, BE IT RESOLVED, that the City of Sweet Home hereby certifies that it allows the establishment of marijuana business under the aforementioned ORS' and further certifies the City is eligible and elects to receive revenue collected by the State for the purpose of state revenue sharing and the City's tax for fiscal year 2023-2024.

This resolution shall be effective July 1, 2023.

PASSED by the Council and approved by the Mayor this 27th day of June 2023.

Mayor

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Non- Represented Salary Schedules

Preferred Agenda: June 27, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: Personnel Policy 3(c)
Charter Section 6
SHMC 2.48.030

Towards Council Goal: Goal: Economic Strength

Attachments: Resolution No. 15 for 2023 and Exhibit A

Purpose of this RCA:

Council adoption of a salary schedule for FY 23/24 – 25/26 (three fiscal years) in compliance with SHMC 2.48.030, past practice and City Policy.

Background/Context:

The City of Sweet Home respects and appreciates its employees and recognizes the important role they plan in the organization and community’s success. The need to train and recruit quality employees and candidates is directly related to the compensation offered.

Section 6 of the Charter states, “Salaries, the Council shall fix the compensation of all city officers and employees.”

SHMC 2.48.030 states, “Personnel rules shall be adopted and amended by resolution of the City Council. The rules shall provide means to recruit, select, develop and maintain an effective and responsive work force and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline, discharge and other related activities. All appointments and promotions shall be made in accordance with the personnel rules without regard to sex, race, color, age, religion or political affiliation; and, furthermore, shall be based on merit and fitness.”

Resolution No. 15 for 2023 includes a 5% cost of living adjustment (COLA) for the first year, 4% COLA for the second, and 3% COLA for the third year. This adjustment follows the AFSCME contract as normal past practice.

The Challenge/Problem:

How does the City of Sweet Home retain employees and recruit candidates without a fair and equitable salary schedule in place?

Stakeholders:

- City of Sweet Home Citizens – These non-represented positions are the leaders of the organization and impact the quality of service offerings for the city. Citizens also deserve transparency in government.
- City of Sweet Home Staff – These changes aim to improve our market competitiveness in a “job seeker’s economy” given a low unemployment rate. Good employees are hard to find and without a fair salary schedule our ability to recruit and retain quality employees who develop the processes within the organization and continue the push toward making Sweet Home an even better place to live.
- City of Sweet Home City Council – Charter, SHMC 2.48.030, and policies and past practices dictates that the Council is responsible for personnel rules including salary administration.

Issues and Financial Impacts:

Salary schedules aid in the creation of the budget. The Adopted Budget accounts for the COLA, is equitable and based on both the city’s ability to afford and the current market comparables. It is fair to both the employee and the community.

Elements of a Stable Solution:

Sweet Home must have a fair and equitable salary schedule to recruit and retain employees.

Options:

1. Do Nothing –
2. Approve Resolution No. 15 for 2023
3. Recommend different salary rates and table for another meeting.

Recommendation:

Make a motion to approve Resolution No. 15 for 2023.

RESOLUTION NO. 15 FOR 2023

A RESOLUTION ESTABLISHING SALARY SCHEDULES FOR NON-REPRESENTED EMPLOYEES.

WHEREAS, the City of Sweet Home wishes to formally adopt a salary plan for its Non-Represented Employees.

NOW, THEREFORE, the City of Sweet Home resolves as follows:

The attached salary schedules for Non-Represented full-time and part-time positions are adopted for positions currently authorized as shown in Exhibit "A".

This Resolution hereby replaces Resolution No. 35 for 2022 and shall be effective immediately upon passage by the City Council and signature of the Mayor.

PASSED BY THE City Council and approved by the Mayor this 23rd day of June 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

RESOLUTION NO. 15 FOR 2023
EXHIBIT A

SALARY SCHEDULE
July 1, 2023 – June 30, 2024
NON-REPRESENTED EMPLOYEES MANAGEMENT
(5% COLA)

Step Position	A	B	C	D	E	F
COURT ADMINISTRATOR	4,442	4,664	4,897	5,045	5,196	
ACCOUNTANT						
FINANCIAL OPERATIONS MANAGER						
ASSOCIATE PLANNER	4,887	5,130	5,387	5,549	5,716	
COMMUNICATIONS MANAGER						
ADMINISTRATIVE SERVICES MANAGER						
TOURISM & ECONOMIC DEVELOPMENT COORDINATOR	5,649	5,931	6,228	6,414	6,607	
UTILITIES MANAGER						
OPERATIONS MANAGER						
STAFF ENGINEER	5,908	6,204	6,514	6,709	6,911	
LIBRARY DIRECTOR	6,627	6,958	7,306	7,525	7,751	
PUBLIC WORKS DIRECTOR	7,696	8,081	8,485	8,739	9,002	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,856	8,249	8,661	8,921	9,189	
FINANCE DIRECTOR	7,894	8,289	8,703	8,964	9,233	
CHIEF OF POLICE	8,436	8,857	9,300	9,579	9,867	10,163
POLICE CAPTAIN	7,552	7,929	8,325	8,575	8,833	9,098
COMMUNICATIONS COMMANDER	5,301	5,567	5,845	6,020	6,201	6,387
SERGEANT	6,128	6,434	6,756	6,959	7,167	7,382

RESOLUTION NO. 15 FOR 2023
EXHIBIT A

SALARY SCHEDULE
July 1, 2024 – June 30, 2025
NON-REPRESENTED EMPLOYEES MANAGEMENT
(4% COLA)

Step Position	A	B	C	D	E	F
COURT ADMINISTRATOR	4,620	4,851	5,093	5,247	5,404	
ACCOUNTANT						
FINANCIAL OPERATIONS MANAGER						
ASSOCIATE PLANNER	5,082	5,335	5,602	5,771	5,945	
COMMUNICATIONS MANAGER						
ADMINISTRATIVE SERVICES MANAGER						
TOURISM & ECONOMIC DEVELOPMENT COORDINATOR	5,875	6,168	6,477	6,671	6,871	
UTILITIES MANAGER						
OPERATIONS MANAGER						
STAFF ENGINEER	6,144	6,452	6,775	6,977	7,187	
LIBRARY DIRECTOR	6,892	7,237	7,598	7,826	8,061	
PUBLIC WORKS DIRECTOR	8,004	8,404	8,824	9,089	9,362	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	8,170	8,579	9,007	9,278	9,557	
FINANCE DIRECTOR	8,210	8,621	9,051	9,323	9,602	
CHIEF OF POLICE	8,773	9,211	9,672	9,961	10,262	10,570
POLICE CAPTAIN	7,854	8,246	8,658	8,918	9,186	9,462
COMMUNICATIONS COMMANDER	5,513	5,790	6,079	6,281	6,449	6,642
SERGEANT	6,373	6,691	7,026	7,237	7,454	7,677

RESOLUTION NO. 15 FOR 2023
EXHIBIT A

SALARY SCHEDULE
July 1, 2025 – June 30, 2026
NON-REPRESENTED EMPLOYEES MANAGEMENT
(3% COLA)

Step Position	A	B	C	D	E	F
COURT ADMINISTRATOR	4,759	4,997	5,246	5,404	5,566	
ACCOUNTANT						
FINANCIAL OPERATIONS MANAGER						
ASSOCIATE PLANNER	5,234	5,495	5,770	5,944	6,123	
COMMUNICATIONS MANAGER						
ADMINISTRATIVE SERVICES MANAGER						
TOURISM & ECONOMIC DEVELOPMENT COORDINATOR	6,051	6,353	6,671	6,871	7,077	
UTILITIES MANAGER						
OPERATIONS MANAGER						
STAFF ENGINEER	6,328	6,646	6,978	7,186	7,403	
LIBRARY DIRECTOR	7,099	7,359	7,727	7,959	8,198	
PUBLIC WORKS DIRECTOR	8,244	8,656	9,089	9,361	9,642	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	8,415	8,836	9,277	9,556	9,844	
FINANCE DIRECTOR	8,456	8,880	9,323	9,603	9,890	
CHIEF OF POLICE	9,036	9,487	9,962	10,261	10,570	10,887
POLICE CAPTAIN	8,090	8,493	8,918	9,186	9,462	9,746
COMMUNICATIONS COMMANDER	5,678	5,964	6,261	6,449	6,642	6,841
SERGEANT	6,564	6,892	7,237	7,454	7,678	7,907

APPROPRIATION RESOLUTION NO. 16 FOR 2023

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SWEET HOME, OREGON ADOPTED BUDGET AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022.

BE IT RESOLVED that the Common Council of the City of Sweet Home, Oregon, hereby adopted the budget for fiscal year 2022-2023 in the total of \$41,951,300 now on file in the office of the City Recorder of said City.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated as follows:

<u>GENERAL FUND</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
General	Administration	\$625,000
General	Council	\$25,000
General.	Comm. Econ. Dev.	\$791,000
General	Finance	\$525,000
General	Court	\$297,000
General	Parks	\$990,000
General	General Services	\$521,000
General	Capital Outlay	\$220,000
General	Contingency	\$1,417,000
General	Unappropriated	\$804,000
TOTAL GENERAL FUND		\$6,215,000

<u>SPECIAL REVENUE FUNDS</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
Public Safety	Personal Services	\$2,450,500
Public Safety	Materials & Services	\$558,500
Public Safety	Capital	\$300,000
Public Safety	Contingency	\$725,000
Public Safety	Unappropriated	\$2,987,000
TOTAL PUBLIC SAFETY		\$7,021,000

Library	Personal Services	\$261,000
Library	Materials & Services	\$225,100
Library	Capital	\$4,900
Library	Contingency	\$120,000
Library	Unappropriated	\$769,000
TOTAL LIBRARY		\$1,380,000

Community Center	Materials & Services	\$28,000
Community Center	Unappropriated	\$13,000
TOTAL COMMUNITY CENTER		\$41,000

Transportation	Personal Services	\$313,500
Transportation	Materials & Services	\$166,500
Transportation	Capital	\$800,000
Transportation	Contingency	\$67,000
Transportation	Unappropriated	\$228,000
TOTAL LIBRARY		\$1,575,000

Comm. Enhancement	Path Program MS	\$731,000
Comm. Enhancement	Path Program CAP	\$200,000
Comm. Enhancement	Special Events	\$5,300
Comm. Enhancement	Public Transit	\$103,000
Comm. Enhancement	Weddle Bridge	\$5,000
Comm. Enhancement	Pool	\$1,000
TOTAL COMMUNITY ENHANCEMENT		\$1,045,300

<u>SDC FUNDS</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
Water SDC	Operations	\$1,035,000
Sewer SDC	Operations	\$855,000
Storm SDC	Operations	\$70,000
Transportation SDC	Operations	\$1,415,000
Parks SDC	Operations	\$135,000

<u>ENTERPRISE FUNDS</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
Water	Operations	\$1,994,000
Water	Debt Service	\$660,000
Water	Contingency	\$210,000
Water	Unappropriated	\$2,327,000
TOTAL WATER FUND		\$5,191,000

Sewer	Operations	\$9,361,000
Sewer	Debt Service	\$560,000
Sewer	Contingency	\$450,000
Sewer	Unappropriated	\$4,025,000
TOTAL SEWER FUND		\$14,396,000

Storm	Operations	\$262,000
Storm	Contingency	\$30,000
Storm	Unappropriated	\$265,000
TOTAL STORM FUND		\$557,000

<u>INTERNAL FUNDS</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
Economic Development	Materials & Services	\$255,000
Reserve Fund	Contingency	\$765,000

GRAND TOTAL FY 2023 BUDGET **\$41,951,300**

PASSED by the Council and approved by the Mayor this 21st day of June 2023

Mayor

ATTEST:

City Manager

REQUEST FOR COUNCIL ACTION

Title: Resolution To Extend RV Permit Time For Family

Preferred Agenda: June 13, 2023

Submitted By: Robert Snyder, City Attorney

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution__x_ Motion___ Roll Call___ Other___

Relevant Code/Policy: SHMC Chapter 2.52
SHMC Chapter 10.28

Towards Council Goal: Goal 2 (1) Update and streamline processes
Vision Statement II WE ASPIRE to have an effective and efficient local government.

Attachments: SHMC 2.52.030(B), 2.52.040(F)(1) and SHMC 10.28.202(B – H)

PURPOSE FOR THIS RCA:

For City Council to review the proposed Resolution concerning extending the permit time for RV parking on private property for a family [adult(s) and child(ren)]. under the “state of emergency” on homelessness in the community.

BACKGROUND/CONTEXT:

The City Manager as Emergency Program Manager under SHMC Chapter 2.52 is requesting that the proposed Resolution be considered by City Council to address a piece of the homelessness problem in our community.

The City has been developing ways to address helping its homeless and unsheltered residents. The City now has the FAC facility to provide shelter for individuals that need services and a place to live. The City also has provided an area near the Sweet Home Police Department for tents if the FAC has no beds and the use of its parking lot for persons in cars that need to sleep therein for the night. All of the above venues have their own regulations. However, none provide for families living in an RV. Further the City has passed an ordinance that does not allow RV living on a city street. The City does allow in SHMC Chapter 10.28 for an RV to be lived in for 60 days in a one year period on private property if the occupant obtains a permit from the City otherwise its limited to 7 days. Each RV that obtains a permit is inspected for proper and operable water and sewage facilities. The proposed Resolution under the “state of emergency” is

extending the 60 days to 180 days (or until the finish of the current school year whichever is longer) to help meet the homelessness problem for a family. The Resolution also provides that the City will provide information about housing resources and opportunities to address the homelessness issue.

THE CHALLENGE/PROBLEM:

Should the City of Sweet Home pass the proposed Resolution ?

STAKEHOLDERS

Staff- another option to use for addressing the homelessness issues in the city.

City Council - for an effective way to mediate the burden of homelessness on certain residents of Sweet Home.

Citizens of Sweet Home - for effective and efficient local government in dealing with its social issues.

ISSUES & FINANCIAL IMPACTS:

There are no financial terms of the proposed resolution other than the permit fee is \$85.00 and the request therein to allow the City Manager to waive it with a showing that there is a financial need for the waiver.

ELEMENTS OF A STABLE SOLUTION:

Addressing an element of the homelessness problem in the community with a reasonable solution.

OPTIONS:

1. Do Nothing- Keep the current code permit time frame.
2. Motion– Motion to pass the Resolution No.____ for 2023 as presented.
3. Direct Staff to research other ways to accomplish the same goals.

RECOMMENDATION:

Option 2 is the recommended option: Motion to pass Resolution No. ___ for 2023 as presented.

RESOLUTION NO. 17 FOR 2023
A RESOLUTION TO EXTEND RV PERMIT TIME FOR FAMILY IN
STATE OF EMERGENCY.

WHEREAS, the City Council of the City of Sweet Home on March 1, 2023 in a Proclamation declared that the City of Sweet Home was in a “state of emergency” concerning the homelessness in the community;

WHEREAS, this resolution only applies to RV’s on private property;

WHEREAS, part of the homelessness issue is families [adult(s) with child(ren)] that cannot afford housing living in RV’s on private property longer than the 60 days in any one year as allowed by SHMC 10.28 under its permit system contained therein with a \$85.00 permit fee set by resolution. (The permit requires information on applicant and site and an inspection of RV for proper and operable water and sewage facilities.);

WHEREAS, the FAC facility in Sweet Home (a low barrier facility helping the homeless) does not serve families that need shelter and facilities and the City of Sweet Home has passed an ordinance that prohibits RV’s being occupied (lived in) on city streets;

WHEREAS, the City Manager as Emergency Program Manager under SHMC 2.52 can develop an Emergency Plan effective upon adoption by City Council and issue regulations on matters reasonably related to the protection of life and property as affected by the emergency; provided, however, the regulations must be confirmed at the earliest practicable time by the City Council;

WHEREAS, the City Manager as Emergency Program Manager pursuant to SHMC 2.52 hereby requests that the Sweet Home City Council extend the permit time of SHMC 10.28 from 60 days to 180 days (or until the finish of the current school year whichever is longer) to help families living in RV’s on private property address their housing issues so that the families can have the time to transition to housing;

WHEREAS, as part of the permit process the City will provide information about housing resources and opportunities for housing and the providers thereof to help find housing for the families;

NOW, THEREFORE, be it resolved that in accordance with SHMC 2.52 and the emergency powers thereof the City Council of Sweet Home does hereby extend the permit time under SHMC 10.28 to 180 days (or until the finish of the current school year whichever is longer) for families as stated above and hereby gives the City Manager the authority to waive the fee upon good financial cause shown. This resolution shall be in effect upon its passage and approval.

PASSED by the City Council and approved by the Mayor this 27th day of June, 2023.

Mayor

ATTEST _____
City Manager – Ex Officio City Recorder

2.52.030 EMERGENCY PROGRAM MANAGER

The City Manager is designated as the City of Sweet Home Emergency Program Manager.

- B. The city's Emergency Program Manager shall be responsible for the development of the city's Emergency Plan which shall provide for the effective mobilization of all of the resources of the city, both public and private, to meet any condition constituting a local emergency and shall provide for the organization, powers and duties, services and staff of the emergency organization. The plan shall take effect upon adoption by resolution of the City Council.

2.52.040 POWERS AND DUTIES OF THE EMERGENCY PROGRAM MANAGER

F. In the event of the proclamation of a "state of emergency" as provided in this section, the proclamation of a "state of emergency" by the Governor or the existence of a "state of war emergency", the Emergency Program Manager is empowered, to the extent lawfully permissible:

- ~~1. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency; provided, however, the rules and regulations must be confirmed at the earliest practicable time by the City Council;~~

10.28.020 LIMITED PARKING; PERMIT PARKING

- B. No person shall park or place, or allow to be parked or placed, any recreational vehicle or recreational structure used for human occupancy within the city for any period of time exceeding seven days in any one year period except in a trailer park or recreational vehicle park which has been approved by the city and issued a valid certificate of sanitation or except where a permit has been issued and is in good standing as set forth herein. No person shall violate the provisions of this chapter or terms of any permit issued thereunder.
- C. After the seven day period a person shall obtain a permit(s) from the city upon payment of permit fee(s) set by resolution of the City Council to park or place any recreational vehicle used for human occupancy within the city. No permit or series of permits shall exceed 60 days within a one year period for a parcel of real property within the city and only one recreational vehicle can be permitted at a time for a parcel of real property.
- D. An application for a permit issued by the city shall contain information needed to process the permit including but not limited to the applicant's name and signature, number of occupants in the recreational vehicle, the date the permit begins and the date the permit ends, the owner of the real property, the owner of the recreational vehicle, a description of the recreational vehicle including the license plate number and other legal identification of the recreational vehicle, and the address and the Tax Assessor's lot and map numbers of the parcel of real property. A site map shall be furnished by the applicant with an application indicating the location of the recreational vehicle on the real property. As part of the application at least one of the owners of the real property must sign the application approving the recreational vehicle placement. The city shall issue a placard to the applicant that shows the time period of the permit. The placard shall be displayed within view from the outside of the front door of the recreational vehicle at all times while the permit time is running.
- E. In addition to any other authority, upon application for a permit being issued the City Building Official, Building Inspector, engineering staff or any other authorized city designee shall inspect the recreational vehicle for proper and operable water and sewage facilities before a permit is granted. Each recreational vehicle shall have a proper and operable sink and toilet.
- F. The time periods described above run with the real property for calculation of days allowed not the person(s) or recreational vehicle referred to in this section. The time period set out on a permit shall be the time period used for calculation of time allowed in any one year period whether the recreational vehicle was on the real property during that time period or not. A recreational vehicle or the real property upon which it is placed under this permit system is hereby declared a public nuisance when it is in violation of the provisions of this chapter.
- G. No person shall allow or permit any "gray water" or human waste products to be disbursed upon the ground or otherwise be outside of the recreational vehicle while the recreational vehicle is on the real property except directly into an approved and active city sewer system location or approved septic system on the real property which hookup shall be a requirement of each permit that exceeds the first 15 day period for the one year period. Each recreational vehicle shall be supplied with external running water before a permit is granted that exceeds the first 15 day period for the one year period. No permit shall be granted for occupation by more people than the recreational vehicle is designed by the manufacturer to accommodate. No permit shall be granted to a person or for real property where a person has been found by the Judge of the Sweet Home Municipal Court to be in violation of any of the provisions of this chapter, or for real property where a revocation has occurred until at least one full year has passed from the date of the violation or revocation.
- H. The City Building Official, Building Inspector, Code Enforcement Officer or peace officer can revoke the permit for having no operating sink and/or toilet; allowing the recreational vehicle to become unsafe structurally to occupy; allowing the recreational vehicle or area around it to become a public nuisance, as defined by state law or city ordinance; allowing more than the number of occupants stated in the permit to occupy the recreational vehicle; and for not complying with the provisions of this chapter. The applicant has a right to appeal any revocation by filing with the Sweet Home Municipal Court a request for a hearing before the Judge of the Sweet Home Municipal Court on the revocation within five business days of the revocation. The decision of the Judge of the Sweet Home Municipal Court shall be a final decision for the city. The Judge of the Sweet Home Municipal Court has the authority to revoke a permit and order the cleanup of the real property and/or removal of the recreational vehicle and order the costs thereof be paid by the appellant or defendant and a lien placed on the property for said costs if paid by the city.



REQUEST FOR COUNCIL ACTION

Title: Intergovernmental Agreement with the Oregon Cascades West Council of Governments for Planning Services

Preferred Agenda: June 27, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: N/A

Attachments: Draft OCWCOG-Sweet Home Planning Services IGA

Purpose of this RCA:

The purpose of this Request for Council Action is to present a proposed Intergovernmental Agreement (IGA) between the Oregon Cascades West Council of Governments (OCWCOG) and the City of Sweet Home for planning services.

Background/Context:

Since 2019 the City of Sweet Home has had an active Intergovernmental Agreement (IGA) with OCWCOG for Planning Services. Initially, this arrangement began to provide major support due to inexperienced staff. Over time, however, the use of this IGA has declined, and Staff only utilize the OCWCOG's services in special circumstances requiring advanced planning expertise. The current IGA expires at the end of June, 2023. This draft is essentially the same, but updated to reflect OCWCOG's current staffing and rates.

The Challenge/Problem:

How does the City obtain planning expertise that full-time Staff lack?

Stakeholders:

- Sweet Home City Council – The City Council benefits from outside expertise with complex planning projects.
- City of Sweet Home Staff – City Staff benefit from an arrangement that gives them access to planning expertise and knowledge they lack.
- Sweet Home Property Owners and Developers – Local property owners and developers deserve answers and guidance on the development of their property that, in special circumstances, our full-time staff are unable to provide.

Issues and Financial Impacts:

Under the draft agreement, the City pays only for what OCWCOG staff time it uses. In the last year, the City has paid less than \$2,000. While the rates in this draft have increased, Staff do not estimate a significant increase to this amount.

Elements of a Stable Solution:

An ideal outcome would be to partner with OCWCOG for any advanced planning services that are beyond staff's capacity and expertise.

Options:

1. Do Nothing – Make no agreement with OCWCOG. The current IGA would expire at the end of June and not be renewed.
2. Motion to approve the Intergovernmental Agreement with OCWCOG as presented – This would allow City Staff to continue to utilize OCWCOG's planning services.
3. Motion to approve the Intergovernmental Agreement with OCWCOG as with changes – The Council could specify desired changes to the agreement and approve it based on those conditions. However, OCWCOG would also have to approve any changes.
4. Direct staff to investigate other options – Direct staff to research other ways it could access planning services and expertise.

Recommendation:

Staff recommends option 2, Motion to approve the Intergovernmental Agreement with OCWCOG as presented.

INTERGOVERNMENTAL AGREEMENT
Between
City of Sweet Home
And
Oregon Cascades West Council of Governments
For
Planning Services

This Agreement is made and entered into upon execution by and between City of Sweet Home, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

- A. The STATE permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. CITY has the need of Planning Services.
- C. OCWCOG has staff with the proper credentials, licensing, and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This agreement shall be for the purpose of providing general planning services to the CITY on an as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, development permitting, GIS and similar planning efforts. The activities and priorities that shall guide this planning work are described in the scope of work included as Exhibit A.

SECTION 2. CITY RESPONSIBILITY

- A. CITY will provide access to records and planning documents relevant to work requested.
- B. CITY shall prioritize and communicate planning activities to OCWCOG; provide direction as tasks are completed for any follow-up activities.
- C. CITY shall pay OCWCOG within thirty (30) days after receiving OCWCOG's quarterly invoice.

SECTION 3. OCWCOG RESPONSIBIILTY

- A. OCWCOG will respond to CITY requests of planning services in a timely manner.
- B. OCWCOG will assist the City Administrator in identifying areas of need.
- C. OCWCOG shall track time spent on planning tasks and bill corresponding tasks with a brief description of the work accomplished.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective on July 1, 2023 and shall terminate on June 30, 2025, unless this agreement is hereafter modified in writing.
- B. Payment: OCWCOG will submit a quarterly invoice at the OCWCOG hourly rate as shown in ATTACHMENT A, plus any direct expenses related including mileage, printing, and GIS licensing as applicable. Rates will be assessed and may be updated annually.

Requests for work not described above can be accommodated at a rate of \$108 per hour. Compensation shall be paid for actual time and materials. Authorization by the CITY for additional work will be communicated in writing. Requests for services will be made to: Ryan Vogt, CED Director.

- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.
- D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- E. Status of Contractor: The City and OCWCOG agree that OCWCOG is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be obligated to pay OCWCOG, and OCWCOG shall not be entitled to, any benefits accorded to City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax, social security, or any other tax, for contributing to the state industrial insurance program or otherwise assuming the duties of an employer with respect to OCWCOG.
- F. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

- G. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, CITY and OCWCOG shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- H. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.
- I. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend, and indemnify CITY for any costs related to notification, mitigation or remediation required by the disclosure by CITY.
- J. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.
- K. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between CITY and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.
- L. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.
- M. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- M. Amendments: Any amendment to this agreement shall be in writing and signed by

authorized representatives of both parties. There are no understanding, agreements, or representations, oral or written, regarding this agreement except as specified or referenced herein.

Signed:

Ryan Vogt
Executive Director
Oregon Cascades West Council of Govts
1400 Queen Ave SE Ste. 201
Albany, Or 97322

Kelcey Young
City Manager
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Date: _____

Date: _____

Exhibit A

Scope of Work

OCWCOG will provide professional planning services to undertake portions of work described herein as prioritized and directed by the CITY which may include the following duties, responsibilities, tasks and programs:

Task 1: Long Range Planning Tasks

Task 1.1: Geographic Information Systems (GIS) – OCWCOG will provide GIS services including developing an online GIS viewer (As needed).

Task 1.2: Code Update Recommendations – OCWCOG will, upon request, review the Sweet Home Municipal Code while working on other projects and provide City Staff with a list of recommended updates and/or additions to enhance the existing code language. (As needed)

Task 1.3: Planning Studies and Grant Applications – If requested, OCWCOG will apply for and administer grant applications. If requested, OCWCOG will lead or participate in administering planning studies. (As needed)

Task 2: Staff Support at City Hall

Task 2.1: Pre-Application Review & Meetings – OCWCOG will be available to review pre-application materials, provide written or verbal input regarding concerns and/or applicable code requirements, and may also organize pre-application meetings, if invited. (As requested)

Task 2.2: Land Use Application Review – OCWCOG will review land use applications including completeness checks, prepare the public notice, write the staff report, packet preparation, notice of decision, and final order of approval. (As requested)

Task 2.3: Planning Commission, City Council, and committee meetings – OCWCOG will attend Planning Commission, City Council and committee meetings on an as needed basis. Expectations of OCWCOG may include providing technical assistance to Staff and Planning Commission, making recommendations for topics the Planning Commission might like to discuss in their deliberations, when appropriate, and review of Federal, State, and local regulations as needed to provide accurate and appropriate information to the Planning Commission. If requested, staff will provide planning support and planning update presentations for Planning Commission, City Council, or at committee meetings. (As requested)

Task 3: Staff Support outside of City Hall

Task 3.1: General Staff Support – OCWCOG will be available to respond to planning inquiries by phone or by email to both City staff and the general public. (As requested)

ATTACHMENT A

HOURLY RATES

OCWCOG's hourly rates as of July 1, 2023:

➤ Program Director	\$147.00
➤ Transportation Manager	\$128.00
➤ GIS Analyst (Planner I)	\$110.00
➤ Clerical Supervisor	\$105.00
➤ Assistant Planner	\$ 97.00
➤ Administrative Assistant	\$ 85.00

The CITY understands that these rates may be changed by OCWCOG during the terms of this agreement. OCWCOG and the CITY may agree to amend this agreement to incorporate new rates. The CITY reserves the right to terminate this agreement if a satisfactory rate adjustment cannot be agreed upon.



CITY OF SWEET HOME CITY COUNCIL MINUTES

June 13, 2023, 6:35 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.

There will not be a public comment period during the City Council Work Session. No decisions are made during the Work Session.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:40 PM.

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Greg Mahler
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Angelita Sanchez
Councilor Josh Thorstad

ABSENT

Councilor Dylan Richards

STAFF

City Manager Kelcey Young
Community and Economic Development Director Blair Larsen
Communications Manager Adam Leisinger
Administrative Services Manager Julie Fisher
City Attorney Robert Snyder
Public Works Director Greg Spingman
Police Captian Ryan Cummings
Police Chief Jason Ogden

New Business:

a) Painting Project Presentation

City Manager gave a presentation on the Painting Project and announced Miller Paint is willing to donate up to \$200,000 in paint to revitalize downtown businesses from 9th to

18th. A color consultant from Miller Paint will help develop an overall design with maps and renderings. The city expects national recognition and press on this project. A project timeline was reviewed. it was stated that many volunteers are needed for this project as well as team leaders and coordinators.

b) Council Rules Review and Discussion

City Manager Young discussed the Council Rules to the Council and reviewed the roles of the Council. Ethics were reviewed. Best Practices as an Elected Official were shared by the City Manager.

Adjournment

The meeting adjourned at 8:08 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL MINUTES

June 13, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

Mission Statement

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 321 716 901#

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.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Greg Mahler
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Angelita Sanchez
Councilor Josh Thorstad

ABSENT

Councilor Dylan Richards

Motion made by Councilor Trask, Seconded by Councilor Sanchez.

Voting Yea: Councilor Sanchez, Councilor Thorstad

Voting Nay: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley

Motion did not pass with 2 Ayes, 4 Nays

STAFF

City Manager Kelcey Young
Community and Economic Development Director Blair Larsen

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.

Administrative Services Director Julie Fisher
Communications Manager Adam Leisinger
Public Works Director Greg Springman
Police Captain Ryan Cummings
Police Chief Jason Ogden
City Attorney Robert Snyder

MEDIA

Benny Westcott, The New Era

Recognition of Visitors and Hearing of Petitions:

None

New Business:

- a) Resolution No. 14 for 2023: Parking Prohibited on 24th Avenue

Resolution No 14 for 2023 was introduced by Community and Economic Development Director Larsen. It was stated that the no parking rule will help keep 24th Avenue from becoming congested when the RV Fill and Dump Station is in use as well as when Public Works vehicles are entering and exiting the shop. Pedestrian safety was also a consideration for the no parking rule.

Motion made to approve Resolution No. 14 for 2023 by President Pro Tem Mahler, Seconded by Councilor Trask.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Thorstad

Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Ordinance Bill No. 11 for 2023 - Ordinance No. 1317 - Sweet Home Ordinance Vacating the Public Right-of-Way Identified as the Portion of Redwood Street Directly West of 53rd Avenue in the City of Sweet Home, Linn County Oregon.

Ordinance Bill No. 11 for 2023 was read by title only.

Motion to approve Ordinance Bill No. 11 for 2023 - Ordinance No. 1317 - Sweet Home Ordinance Vacating the Public Right-of-Way Identified as the Portion of Redwood Street Directly West of 53rd Avenue in the City of Sweet Home, Linn County Oregon made by President Pro Tem Mahler, Seconded by Councilor Gourley.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Thorstad

- b) Ordinance Bill No. 12 for 2023 - Ordinance No. 1318 - An Ordinance Amending the Comprehensive Plan Map

Ordinance Bill No. 12 for 2023 was read by title only.

Motion to approve Ordinance Bill No. 12 for 2023 - Ordinance No. 1318 - An Ordinance Amending the Comprehensive Plan Map made by President Pro Tem Mahler, Seconded by Councilor Trask.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor

Gourley, Councilor Sanchez, Councilor Thorstad

- c) Ordinance Bill No. 13 for 2023 - Ordinance No. 1319 - An Ordinance Amending the Zoning Map

Ordinance Bill No. 13 for 2023 was read by title only.

Motion to approve Ordinance Bill No. 13 for 2023 - Ordinance No. 1319 - An Ordinance Amending the Zoning Map made by Councilor Gourley, Seconded by President Pro Tem Mahler.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Thorstad

- d) Ordinance No. 15 for 2023 - Ordinance No. 1320 - Sweet Home Ordinance Amending SHMC Section 1.01.010 Pertaining to Code Compliers and SHMC Section 12.04.010 (c) Pertaining to Development Improvements.

Ordinance Bill No. 15 for 2023 was read by title only.

Motion to approve Ordinance Bill No. 15 for 2023 - Ordinance No. 1320 - Sweet Home Ordinance Amending SHMC Section 1.01.010 Pertaining to Code Compliers and SHMC Section 12.04.010(c) Pertaining to Development Improvements made by President Pro Tem Mahler, Seconded by Councilor Sanchez.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Thorstad

Council Business for Good of the Order

Councilor Sanchez thanked the City Manager Kelcey Young and staff for getting Miller Paint onboard and initiating the downtown painting project.

Councilor Trask announced camping at Quarry Park thanked Public Works for all of their hard work.

City Manager Young announced the Grand Opening for camping at Quarry Park will be this weekend.

Adjournment

The meeting adjourned at 6:39 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Rural Development Initiative Leadership Program

Preferred Agenda: June 27, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Type Code/Policy Here

Towards Council Goal: Economic Strength 3. Collaborate with regional partners

Attachments: RDI Leadership

Purpose of this RCA:

Council directive regarding continued support of the Rural Development Initiative Leadership Programs.

Background/Context:

Rural Development Initiatives (RDI) is a regional rural development hub organization working hand in hand with communities to strengthen rural people, places, and economies in the Pacific Northwest.

The Rural Development Initiatives Program (RDI) has been delivering leadership development programs since 2003 and many of Sweet Home’s community have been participants. In 2019, RDI began a program, in collaboration with the City, for youth using the same program format. 13 Sweet Home students gained valuable skills and were heavily involved in leadership opportunities in schools, churches and around the community.

Rural communities throughout our region have knowledgeable and skilled leaders who work together to make a difference across the Pacific Northwest. RDI works to make sure rural places can continue to grow by partnering with communities to train and mentor emerging leaders. RDI’s Rural Community Leadership Program has reached more than 350 communities and 9,000 people throughout the Pacific Northwest.

The Challenge/Problem:

Allocation of funds to support leadership programs in Sweet Home.

Stakeholders:

- Community – RDI Programs train rural leaders to build community and create community vitality

- Staff – Several staff members have completed leadership training through RDI, building skills and strengthening the organization.
- Council – Understanding the state of rural leadership development around the nation and supporting local efforts.

Issues and Financial Impacts:

If Council desires, staff could identify funding that could be used toward support of Rural Development Initiatives Programs.

Elements of a Stable Solution:

Community leadership development in rural communities is foundational to their efforts to create vital places, as without skilled leaders, rural towns can find it difficult to reach consensus about local priorities and agree on how to move forward.

Options:

1. Option #1 – Do nothing.
2. Option #2– Make a motion to approve the allocation of \$12,500 in support of Rural Sweet Home Community Leadership Program.
3. Option #3– Make a motion to approve the allocation of \$12,500 in support of the Sweet Home Community Leadership Program and use of the Jim Riggs Community Center.

Recommendation:

1. Option #3– Make a motion to approve the allocation of \$12,500 in support of the Sweet Home Community Leadership Program and use of the Jim Riggs Community Center.

**CONTRACT FOR
PROFESSIONAL SERVICES**



This agreement is made and entered into between:

City of Sweet Home

"The Contractor"

And

RURAL DEVELOPMENT INITIATIVES, INC.

"RDI"

RECITALS

A. RDI is an Oregon nonprofit corporation organized for the purpose of promoting and facilitating economic diversification for rural communities.

B. RDI is an independent contractor who desires to provide their professional services to the Contractor upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, since it is to the mutual benefit that both parties work together and in collaboration with each other to successfully accomplish this worthy project and in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. Appointment of Independent Contractor

The Contractor hereby appoints RDI as an independent contractor for the purpose of performing the services set forth on Attachment A, Scope of Work. No scope may be added without the full consent and agreement of both parties.

RDI will deliver all services under this scope.

2. Term

This contract shall be effective August 1, 2022 and unless sooner terminated pursuant to the provisions of Section 7, shall terminate June 30, 2023. It is understood that the timeframe for achieving the Contract's outcome will be somewhat flexible as informed by the good faith of RDI and the Contractor.

3. Relationship of the Parties: Subcontracts

A. RDI is an independent contractor in as much as the Contractor retains control of only the outcome of performance and that RDI has the appropriate licensing needed to provide the service and will provide the necessary equipment to perform such service; and both parties stand ready to absorb any losses which could possibly occur through this venture. Nothing contained herein shall be deemed to create a partnership, joint venture, employee or agency relationship between the parties. RDI shall not represent itself to the public as an agent, employee, partner or joint venturer of the Contractor without express written permission.

While working on this contract the Contractor will acknowledge RDI's branding on all related materials, intellectual property and public statements.

B. RDI shall not enter into any subcontract for any of the work scheduled under this Contract without obtaining the prior written approval of the Contractor.

4. Compensation

RDI shall be compensated for the scope of work referenced in Attachment A. The agreed upon amount is \$20,000.00 for services.

RDI shall invoice the Contractor upon execution of the contract.

5. Expenses

No incurred expenses will be reimbursed, unless specified in Attachment A.

6. Indemnification and Insurance

To the fullest extent permitted by law, RDI shall indemnify and hold harmless the Contractor and its directors, employees and agents, from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of or resulting in any way from the performance or nonperformance of the activities described in this Contract except for any claims, damages, losses or expenses caused solely by the negligence of the Contractor, which the Contractor agrees to indemnify and hold RDI harmless there from.

7. Termination and Modification

A. This Contract may be terminated prior to its stated termination date by the mutual consent of both parties, or by either party for any reason upon 30 days advance written notice.

B. In the event of RDI's default, the Contractor, by written notice of default may terminate the whole or any part of this Contract immediately:

(1) if RDI fails to provide services called for by this Contract and listed on Attachment A within the time specified herein or any extension thereof granted by RDI; or

(2) if RDI fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the Contractor, fails to correct such failures within 10 days or such longer period as the Contractor may authorize in such notice.

The rights and remedies of the Contractor provided in the above clause relating to defaults (including breach of contract) by RDI shall be in addition to any other rights and remedies provided by Oregon law or under this contract.

8. Ownership of Work Product

Work product independently produced by RDI under this Contract is the sole property of RDI, unless otherwise stipulated in Attachment A.

9. State Worker's Compensation Act

RDI and its subcontractors working under this Contract (if any), are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires an employer to provide Workers' Compensation coverage that satisfies Oregon law for all of an

employer's subject workers. The Contractor shall not be responsible for providing Worker's Compensation coverage to RDI or any of RDI's subcontractors or employees working under this Contract.

10. Independent Consultant

RDI shall perform all Services as an independent contractor. Although the Contractor reserves the right (a) to determine (and modify) the delivery schedule for the services and (b) to evaluate the quality of the completed performance, the Contractor cannot and will not control the means or manner of the RDI's performance. RDI is responsible for determining the appropriate means and manner of performing the services.

11. Assignment

Neither this Contract nor any interest in this Contract or in the rights thereunder shall be assigned, conveyed or transferred in any manner whatsoever, directly or indirectly by RDI.

12. Attorney Fees

If an action is instituted to declare or enforce any provision of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees from the losing party in the trial and all appellate courts, in addition to any other recovery and costs.

13. Notices

Any notice required or permitted under this Contract shall be given when actually delivered or when deposited in the United States mail as certified mail with postage prepaid, addressed to the parties as indicated below their signatures, or to such other address as may be specified from time to time by notice in compliance with this Section.

14. Waiver

The failure by either party at any time to require performance of any provision of this Contract shall in no way affect the right to enforce that provision or be deemed a waiver of any subsequent breach of any such provision.

15. Integration and Amendment

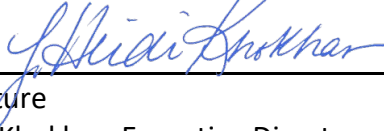
This Contract is the final and complete agreement of the parties and there are no understandings, agreements or representations, oral or written, not contained here in regarding the subject matter of this Contract. This Contract may not be amended except by a written agreement signed by both parties.

16. Governing Law

This Contract shall be interpreted, construed, governed and enforced according to the laws of the State of Oregon.

"RDI"

Rural Development Initiatives, Inc.



Signature

Heidi Khokhar, Executive Director
Rural Development Initiatives
91017 S Willamette Street
Coburg, OR 97408

July 29, 2022

Date

93-1073746

Employer Identification Number

"THE CONTRACTOR"

Signature

Christy Wurster, City Manager Pro Temp
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Date

Attachment A: SCOPE OF WORK

RDI will create the foundation for the combined Community and Youth Rural Leadership Program. The budget for this work is \$20,000 and will include building community resources, securing funds for the first cohort, build the capacity of local trainers, and recruit cohort members for the combined program.









The breakdown of the budget by contract activity is as follows:

Sweet Home: August 1, 2022-June 30, 2023	
Combined Rural Community Leadership Program	
<u>Stakeholder Development</u>	\$7,500.00
In-community & virtual meetings, stakeholder recruitment, material development, program design, logistics, and management	
<u>Funder Development</u>	\$4,500.00
Grant research, complilation, sponsorhsip development, material creation,and management	
<u>Community Trainer Trainings</u>	\$3,000.00
Trainer Recruitment, logisitics, material creation, curriculum training, coaching and preparation calls	
<u>First Cohort Recruitment</u>	\$3,000.00
Community wide recruitment for youth and community cohort members. Includes in-community recruitment events with a meal	
<u>Additional Expenses:</u>	
Travel, Food, Indirect Costs	
	\$20,000.00

The following page gives a brief explanation of the above expenses and a tentative timeline of activities.

Community Design and Development Phase (July – October 2022)

Through in-community and virtual meetings RDI will build key community stakeholders who will be community champions for the combined program. This will include meetings to design the program. This will include but not be limited to:

-  City of Sweet Home
-  Youth Advisory Council
-  Past Leadership Graduates
-  Chamber of Commerce
-  Fire Department
-  School District
-  Health Care Organizations
-  Cascade Timber Consulting

Fund Development Phase (July 2022 – June 2023)

RDI, with partnership from community champions, will raise the needed \$40,000 to launch the first cohort. RDI Staff will create and execute a fundraising plan that includes researching, applying for, and managing grants. Additional funds will be secured through community in-kind services and program sponsorships.

Train the Trainers Phase (October 2022 – March 2023)

RDI Executive Director and Lead Trainer will build the capacity of local community members through program coaching and training. Community Trainers will aid in the facilitation and training of the first cohort and each additional cohort with the end goal of program sustainability.

Cohort Recruitment (April –September 2023)

RDI Staff will host in-community and virtual recruitment meetings. The goal is to build a cohort of 35-40 members, 15-20 of the members will be 13-15 years old. The first cohort of the combined Community and Youth Leadership trainings will be delivered in Fall of 2023.

Additional Expenses:

Curriculum Materials & Supplies: This category includes the creation of recruitment materials and other program delivery supplies for an estimated 25 participants for a fall 2023 workshop delivery.

Travel Expenses (Mileage/Rental Car, Lodging, Meals): RDI program staff will take multiple trips into Sweet Home to consult with and gather information about community needs, priorities and interests. In addition host 2+ recruitment events for gathering community trainers and cohort members.

Shared Overhead/Indirect Expenses: This category includes expenses for technology support, website outreach, participant database management, rent, utilities, office equipment & supplies, and insurance.



REQUEST FOR COUNCIL ACTION

Title: Application for Naming Publicly Owned Facilities: Graybill Plaza

Preferred Agenda: June 27, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: N/A

Attachments: Application for Naming Publicly Owned Facilities for the Plaza at Sankey Park
Aerial Map of the plaza at Sankey Park
Resolution No. 32 for 2016: Policy for Naming Publicly Owned Facilities
Graybill Plaza Public Notice
Resolution No. 18 for 2023 Graybill Plaza

Purpose of this RCA:

The purpose of this RCA is to review an application for naming a publicly owned facility.

Background/Context:

In 2016 the City Council adopted the attached resolution outlining the policy and process for naming public owned facilities.

Based on feedback from City residents and employees, Staff have drafted the attached application for naming publicly owned facilities. This application was reviewed by the Park & Tree Committee at their April 19, 2023 meeting, at which the Committee recommended that the application be approved.

As a 26-year employee of the City of Sweet Home, Joe Graybill made significant contributions to the livability of the City by working to improve public infrastructure such as roads, sidewalks, and parks. Much of his work involved going above and beyond his assigned duties as he worked to bring improvements to his community. The plaza area in Sankey Park is a part of the City which Joe himself designed, and which has no name at this time. We think it fitting to name the area Graybill Plaza in his honor. This would not affect any existing names of City-owned facilities.

At the April 25, 2023 Council Meeting, the Council voted to approve the application. The enclosed public notice was then published in the New Era, as required by the City's Policy for Naming Publicly Owned Facilities. The policy also requires a public hearing on the matter.

The Challenge/Problem:

How does the City respond to requests to name public facilities?

Stakeholders:

- Sweet Home Residents – Residents rely on the City Council and City Staff to manage public facilities in their behalf, which includes the naming of those facilities.
- Sweet Home City Council – The City Council is responsible for ensuring that the City's facility naming policy is followed properly and is responsible for the final approval of applications for naming or renaming a City facility.
- Facility Naming Applicants – Applicants deserve to have their requests reviewed in an open and fair process.

Issues and Financial Impacts:

The City's policy for naming publicly owned facilities includes fees to be paid by the applicants. In this case, since the City itself is submitting the application, the fee has been waived.

This application does not include any signage or memorials that would physically identify the name of the plaza. Such measures would have an undetermined fiscal impact, and could be included in future park improvements, but none have been requested at this time.

Elements of a Stable Solution:

A stable solution includes a decision on the application that follows the City's adopted policy.

Options:

1. Do Nothing – If the Council chooses to do nothing, then the process would go no further, and the plaza would not be named.
2. Adopt Resolution No. 18 for 2023 – Adopting the resolution would officially name the plaza 'Graybill Plaza.'

Recommendation:

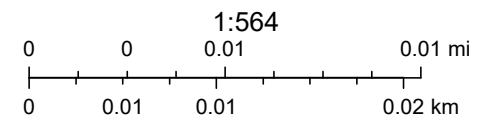
Staff recommends option 2: Adopt Resolution No. 18 for 2023.

Sankey Park Plaza



4/19/2023, 2:19:34 PM

- Address
- ▭ City Limits
- ▭ County Boundary
- Roads
- ▭ Tax Lots



Linn County GIS

RESOLUTION 32 for 2016

A RESOLUTION OF THE SWEET HOME CITY COUNCIL ESTABLISHING A POLICY FOR NAMING PUBLICLY OWNED PROPERTIES OR FACILITIES

WHEREAS, the City Council of the City of Sweet Home recognizes the need to establish a policy for naming parks, buildings and other city owned properties or facilities; and

WHEREAS, the City Council recognizes that there are City-owned properties and facilities which already have names commonly known throughout the community; and

WHEREAS, the City Council wishes to establish a procedure for recognizing and honoring persons by naming publically owned facilities after them; and

NOW THEREFORE, THE SWEET HOME CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Sweet Home adopts the following Public Facility Naming Policy:

- I. PURPOSE: To establish a uniform policy which will provide direction regarding naming or renaming city owned land, facilities, parks, and buildings, which are compatible with the community interest and which will enhance the values and heritage of the City of Sweet Home.

- II. GENERAL:
 - a. This policy establishes the guidelines, criteria and process for naming or renaming of city-owned property.
 - b. The City Council shall have the final authority to name and rename any or all City-owned property or portion thereof. This shall include the authority to revoke the name of a City-owned property. Names which would be detrimental to the mission or image of the City of Sweet Home will not be used to identify City-owned property.
 - c. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of City-owned property shall not constitute an obligation or establish a right to name any land or facilities granted to the City.

- d. It is the intent of the City Council to keep the name of any existing park, City-owned facility or other City-owned property unless there are compelling reasons to consider a name change.
- e. Official street names and addresses shall be established by the City of Sweet Home in accordance with the policies and procedures already outlined in City policy and Ordinance; the naming of streets and creation of addresses do not fall under this policy.
- f. All costs including staff time, labor and materials associated with the installation of plaques, monuments, and signs will be borne by the individual, group or organization sponsoring the request.

III. NAMING CRITERA:

- a. The size, wording and materials of any memorial or sign associated with the name of a City-owned property shall be reviewed by City staff for compliance with the City's Sign Code. Content of such shall be reviewed by staff and approved by the City Council prior to production.
- b. Whenever possible, naming shall begin early in the development and/or acquisition of City-owned property.
- c. Names shall be appropriate to the park, building or other City-owned facility and are encouraged to reflect the following:
 - i. history, flora, fauna, geographic area, or natural geologic features related to the City of Sweet Home;
 - ii. significant historical events, cultural attributes, local landmarks, or a historical figure; or
 - iii. City's ethnic and cultural diversity.
- d. Signs shall be written using the English alphabet.
- e. The City Council may consider the following when making a determination regarding names which honor individuals or families:
 - i. Have they made a lasting and significant contribution to the protection of natural, cultural, or historic resources of the City of Sweet Home; or
 - ii. Have they made significant contribution to the betterment of a specific City-owned property; or
 - iii. Have they made a substantial contribution to the advancement of recreational opportunities within the City of Sweet Home; or

- iv. Are they associated with an economic development or redevelopment activity the City is undertaking; or
 - v. Have they had a positive impact on the lives of Sweet Home residents; or
 - vi. Have they volunteered or worked for the city for ten (10) years or more; or
 - vii. Have they distinguished themselves through military service; or
 - viii. Are they a current or past resident of Sweet Home who has distinguished themselves?
- f. The City Council may name city-owned property after an individual who has served as a city official or was an employee of the City of Sweet Home provided that:
- i. They no longer work for the city: and,
 - ii. They made a contribution over and above the normal duties required by their position; or
 - iii. They had a positive impact on the past and future development of programs, projects or facilities within the City of Sweet Home; or
 - iv. They have made significant volunteer contributions to the community outside the scope of their job; or
 - v. They have had exceptionally long tenure with the City of Sweet Home (at least ten (10) years); or
 - vi. There is significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

IV. PROCEDURE:

- a. A request to name or rename City-owned property shall be made on an application specifically designed for this purpose (Exhibit A).
- b. Fees associated with administrative and hard costs may be assessed and are the responsibility of the applicant. The administrative and processing fees shall be established by the Sweet Home City Council and shall be reflected on the City's fee schedule.

The fees shown below are intended as a guideline to the applicant. Fees will be assessed on actual costs and will be due throughout the process at the time when expenditures are to be made or prior to staff review. An

applicant may choose to submit fees in a lump sum at the beginning of the process; any unused fees will be returned at the completion of the project.

The City Council has to right to adjust fees at their discretion upon application and consideration at a regularly scheduled City Council meeting.

Action	Fee
Notification of Public Hearing – legal notice includes staff time to process	\$ 400
Packaging, Mailing & Posting	\$ Actual Cost
Cost of Dedication Ceremony	\$ Actual Cost

- c. The applicant shall supply clear evidence that the proposed name meets the naming requirements outlined in this policy (See Naming Criteria).
- d. The application will be reviewed by the Sweet Home City Council at a regular City Council meeting. All requests will be given the same consideration without regard to the source of the nomination. Upon a motion by the Council, the application may be sent to committee for further review.
- e. The City Council may return the application to the applicant for further clarification if they so desire.
- f. After City Council review of the application a notice of intent to name a City-owned property shall be posted in public places and published at least once in the City’s paper of record for a thirty (30) day review process prior to City Council decision.
- g. After the thirty (30) day review period is completed a public hearing shall be placed on the agenda of the next regular meeting of the City Council.
- h. City Council will make a decision regarding the proposed name at the same City Council meeting.

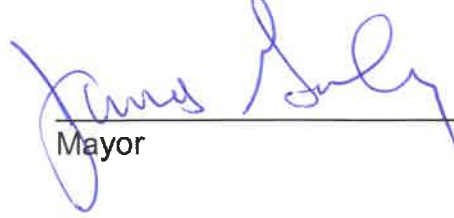
If the City Council rejects an application the applicant must wait a minimum of six (6) months before resubmitting the name for consideration.

Section 2. This policy shall take effect on the date of its adoption by the Sweet Home City Council.

Resolution No. 32 for 2016

ADOPTED this 13th day of December 2016, by the City Council of the City of Sweet Home.

APPROVED BY:



Mayor

ATTEST:



City Manager—Ex-Officio Recorder

City of Sweet Home Application for Naming Publicly Owned Facilities



The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form and return completed form and the appropriate fees to City Hall for consideration.

Publicly Owned Facilities or Property Considered for Naming:	
Current Name:	Proposed Name:

Applicants Name:			
Organization:			
Contact Info:	Address:		
	City	State:	Zip:
	Email:	Phone:	

Please provide an explanation of why the City should take this action:

For Official Use Only			
Date:	Received By:	Fee Pd:	Receipt #:

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
() Library Board	_____	_____
() Park Board	_____	_____
() Traffic Safety	_____	_____
() Tree Commission	_____	_____
() City Council	_____	_____
() _____	_____	_____



City of Sweet Home Application for Naming Publicly Owned Facilities

The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.

Publicly Owned Facilities or Property Considered for Naming: Plaza area at Sankey Park	
Current Name: None	Proposed Name: Graybill Plaza

Applicants Name:	Blair Larsen, Community & Economic Development Director		
Organization:	City of Sweet Home		
Contact Info:	Address: 3225 Main Street		
	City: Sweet Home	State: OR	Zip: 97386
	Email: blarsen@sweethomeor.gov		Phone: 541-571-1888

Please provide an explanation of why the City should take this action:

As a 26-year employee of the City of Sweet Home, Joe Graybill made significant contributions to the livability of the City by working to improve public infrastructure such as roads, sidewalks, and parks. Much of his work involved going above and beyond his assigned duties as he worked to bring improvements to his community. The plaza area in Sankey Park is a part of the City which Joe himself designed, and which has no name at this time. We think it fitting to name the area Graybill Plaza in his honor. This would not affect any existing names of City-owned facilities.

For Official Use Only			
Date: 4/19/23	Received By: Blair Larsen	Fee Paid: NA	Receipt #: NA

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
✓ Park & Tree Committee	4/19/23	Approval
✓ City Council	4/25/23	Approval
()		

NOTICE OF PUBLIC HEARING REGARDING NAMING OF A PUBLIC FACILITY. NOTICE IS HEREBY GIVEN that the City Council will hold a public hearing to consider a request to name the newly constructed plaza in Sankey Park "Graybill Plaza." REVIEW AND DECISION CRITERIA: Sweet Home Policy for Naming Publicly Owned Properties or Facilities, contained and adopted in Sweet Home City Council Resolution No. 32 for 2016.

CITY COUNCIL PUBLIC HEARING: DATE & TIME: June 27, 2023 at 6:30 PM LOCATION: City Hall Council Chambers, 3225 Main Street, Sweet Home, Oregon 97386 STAFF CONTACT: Blair Larsen, Community & Economic Development Director. Phone: (541) 818-8036; Email: blarsen@sweethomeor.gov. You may submit comments or recommendations prior to or at the public hearing. Written comments, submitted by 5:00 PM on June 20, 2023, will be included in the staff report that is provided to the City Council. Written comments that are submitted after that time, but prior to the hearing will be presented to the City Council at the public hearing. Comments may be emailed to blarsen@sweethomeor.gov or mailed or submitted to the Community and Economic Development Department office at City Hall, 3225 Main Street, Sweet Home, Oregon 97386. After the public hearing, the City Council will make a final local decision. A copy of the application and all relevant documents are available for inspection at no cost and a copy will be provided at reasonable cost. Persons who wish to comment on the naming of the plaza will be given the opportunity to do so the City Council public hearing. The location of the meeting is accessible to persons with disabilities. If you have a disability that requires accommodation, please notify the Community and Economic Development Department Office in advance of the meeting by calling (541) 367-8113.

RESOLUTION NO. 18 FOR 2023

A RESOLUTION NAMING THE NEW PLAZA IN SANKEY PARK GRAYBILL PLAZA

WHEREAS, a plaza was recently constructed at Sankey Park; and

WHEREAS, the City of Sweet Home has passed Resolution No. 32 for 2016, A Resolution of the Sweet Home City Council Establishing a Policy for Naming Publicly Owned Properties or Facilities, and the following criteria has been determined regarding names which honor families:

- i. Have they made a lasting and significant contribution to the protection of natural, cultural, or historic resources of the City of Sweet Home; or
- ii. Have they made significant contribution to the betterment of a specific City-owned property; or
- iii. Have they made a substantial contribution to the advancement of recreational opportunities within the City of Sweet Home; or
- iv. Are they associated with an economic development or redevelopment activity the City is undertaking; or
- v. Have they had a positive impact on the lives of Sweet Home residents; or vi. Have they volunteered or worked for the city for ten (10) years or more; or
- vi. Have they distinguished themselves through military service; or
- vii. Are they a current or past resident of Sweet Home who has distinguished themselves?

WHEREAS, an application for naming publicly-owned facilities was submitted to the City Council requesting that the newly constructed plaza in Sankey Park be formally named Graybill Plaza; and

WHEREAS, Joseph Graybill has been a driving force for park and other infrastructure improvements throughout our community, and

WHEREAS, Joseph Graybill worked in the Public Works and Community & Economic Development Departments for over 26 years, contributing to numerous projects for the betterment of the community and its residents, including the recent improvements to Sankey Park; and

WHEREAS, the naming of a facility is an appropriate recognition for a former City employee, honoring his service to our community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SWEET HOME: that the newly constructed plaza in Sankey Park is hereby named Graybill Plaza.

This resolution shall become effective immediately upon passage by the City Council and signature of the Mayor.

PASSED by the Council and approved by the Mayor, this 27th day of June, 2023.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



Date: March 23, 2023

To: City of Sweet Home
City Council Members
1140 12th Ave
Sweet Home, OR 97386

Applicant: Sweet Home Economic Development Group, Inc.
dba The Oregon Jamboree
401 Main Street, Suite D
Sweet Home, OR 97386

Contact: Robert Shamek

Subject: The 2023 Oregon Jamboree in Sweet Home

The Sweet Home Economic Development Group, Inc. (SHEDG) and the Oregon Jamboree Management (OJM) are proud to present the 31st Annual Oregon Jamboree in Sweet Home on August 4-6, 2023, with our Kick Off Party, free to all, on August 3rd. The event will be held at the community field located behind the Sweet Home High School and in Sankey Park. With the support of the City of Sweet Home, Sweet Home School District #55, the Sweet Home Community, and the dedication of over 800 volunteers; the Oregon Jamboree in Sweet Home has become a national entertainment attraction which offers tremendous benefit and unlimited potential for the community of Sweet Home.

List of attached documents:

1. City of Sweet Home Special Event Permit Application
2. Statement regarding OLCC License
3. Letter of Intent regarding Insurance, from Blake Keesecker
4. 2023 Oregon Jamboree Additional Information
 - a. Conflict Resolution
 - b. Event Chain of Command
 - c. Admission Policy
 - d. Liability Insurance; Additional Insured
 - e. 2023 Street Closure Plan Detail
 - f. Sample Team Plans



Community and Economic Development Department

SPECIAL EVENT PERMIT APPLICATION

- Name of Event: The 31st Annual Oregon Jamboree Date(s) of Event August 3-6, 2023
- Setup Start Time/Date: Monday, 7/31/2023 6:00am Event Start Time: Thursday, 8/3/2023 4:00 pm
- Event End Time: Monday, 8/7/2023 11:00am Clean Up End Time/Date: Monday 8/7/2023 10:00 pm
- Sponsoring Organization: Sweet Home Economic Development Group, Inc. dba The Oregon Jamboree
- Event Coordinator/Primary Contact: Robert Shamek
- Mailing Address: 401 Main St, Suite D., Sweet Home, OR 97386
- Day Time Phone: 541-367-8800 Cell Phone: 541-730-0194
- Email: robert@oregonjamboree.com Fax: 541-367-8400
- Secondary Contact: Peggy Curtis Phone: 541-367-8800 or Cell: 269-967-1711
- Is Alcohol Being Served? Yes No **If YES include a copy of the State Liquor Permit.**
- Do you wish to utilize any City property, such as a park? Yes No
If YES, which one(s)? Sankey Park for festival grounds; Upper Sankey Park, City Hall, Quarry Park, Strawberry Park, for Camping
- Will this event include Food Vendors of any type? Yes No
If YES, all vendors must apply for a Temporary Restaurant License with the Linn County Health Department 541.967.3821, (ORS 624.025). The Vendors must apply three weeks before the start of the event. A list of vendors is required to be submitted with this application.
- Anticipated Number of Attendees? 12,000 patrons per day. 36,000 total

THE PRIMARY CONTACT MUST LIST A DAY OF EVENT PHONE NUMBER IF NOT LISTED ABOVE.

FOR OFFICE USE ONLY:			
Planning	<u>OK 04.03.23</u>	Engineering	
CEDD Director		Police Chief	
Fire Chief	<u>OK via email 03.28.23</u>	Public Works Director	
STAFF – INITIAL AND DATE UPON APPROVAL OR ATTACH MEMORANDUM WITH CONDITIONS			

PAYMENT AMOUNT: N/A CASH CC CHECK # _____

RECEIVED BY: AC DATE: 03.24.23

PERMIT APPROVED: Yes No

Authorized City Signature: _____ Date: _____



Community and Economic Development Department

HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO PRODUCE THIS SPECIAL EVENT OR ACTIVITY OR USE OF ANY CITY PROPERTY OR FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED APPLICANT ("INDEMNITOR") AGREES TO THE FOLLOWING:

1. THE INDEMNITOR HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS the City of Sweet Home from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the City's right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the City or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the City.
2. The INDEMNITOR agrees to reimburse the City for any loss, theft of, or damage to City property, equipment and/or facilities.
3. The INDEMNITOR agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by Fire Department as safe for the particular event or facility.
4. The INDEMNITOR expressly agrees that this release and hold harmless agreement is intended to be as broad and inclusive as permitted by Oregon law and that if any portion thereof is held invalid, notwithstanding, the balance shall continue in full legal force and effect.
5. Falsification and/or misrepresentation in completing this application may result in rate adjustment or event cancellation. I UNDERSTAND THAT CHANGES TO THE ABOVE DETAILED PROGRAM REQUIRE IMMEDIATE NOTIFICATION TO THE CITY.

I, the undersigned representative, have read the Special Events Application and the Policies and Procedures contained herein, and I am duly authorized by the event organization/business to submit this application on its behalf. The information herein is complete and accurate.

APPLICANT: Robert Shamek The Oregon Jamboree
 PRINT NAME AUTHORIZED AGENT FOR

SIGNATURE OF APPLICANT:  March 24-2023
 SIGN NAME DATE

APPROVAL, DENIAL OR INCLUSION OF RESTRICTIONS OR SPECIAL CONDITIONS OD USE PERMIT IS AT THE SOLE DISCRETION OF THE CITY PUSUANT TO Sweet Home Code of Ordinances 17.80 Conditional Uses. All applications must be reviewed and approved before a permit can be issued.



Community and Economic Development Department

Event and Equipment Rental Fees

Description	Fees: Non-Refundable	Fees: Refundable	Replacement Costs	Total Owed	Total Paid	Date Paid
Bandstand	\$15.00/hour or \$100 maximum	\$100.00				
Outdoor Event Center	\$15.00/hour or \$100 maximum	\$100.00				
Gazebo	\$15.00/hour or \$100 maximum	\$100.00				
Sankey Hut	\$15.00/hour or \$100 maximum	\$100.00				
Weddle Bridge	\$15.00/hour or \$100 maximum	\$100.00				
<p>Total Equipment Items not to exceed a \$400.00 replacement costs. Items described below are subject to availability. A 24-hour notice is required before pick-up. Two-day maximum rental.</p>						
Description	Fees: Non-Refundable	Fees: Refundable	Replacement Costs	Total Owed	Total Paid	Date Paid
Tables	\$5.00/table	\$100.00	\$60.00			
Chairs	\$1.00/chair					
2' Fold Up Barricade	\$3.00/ Barricade		\$25.00			
2' Fold Up Plastic Barricades	\$3.00/Barricade		\$40.00			
8' Barricade	\$3.00/Barricade		\$45.00			
Small Barricade – "No Park"	\$3.00/Barricade		\$24.00			
Photo Cell Battery Light	\$3.00/Light		\$20.00			
18" Traffic Cones	\$3.00/Cone		\$10.00			
28" Traffic Cones with Reflective Strip	\$3.00/Cone		\$19.00			
Construction Signs with Sign Holders	\$10.00/Sign		\$50.00			
Slow/Stop Paddle	\$3.00/Each		\$18.00			
Slow/Stop Paddle with 30" Handle	\$5.00/Each		\$20.00			
Slow/Stop Paddle with 60" Handle	\$5.00/Each		\$21.00			
Hydrant Wrench	\$5.00/Each		\$35.00			
Safety Vests			\$12.00/Each			



Community and Economic Development Department

SANKEY HUT RENTAL

Pass Code: _____ (given by staff upon payment of fees)

Please read and initial each line below:

- ___ I agree to not share my pass code with anyone else.
 - o Pass codes will be distributed by authorized City employees only.
- ___ I agree to report any problems or damage to the Community Development Department immediately. During regular business hours (7am-4pm), call **541-367-8113**. At other times call the police non-emergency number, **541-367-5181**.
- ___ I agree to set up and remove all equipment, structures, and materials for the reserved hut activity within the block of time specified in the park permit.
- ___ I agree to pick up and properly dispose of all trash, litter, and food from the reserved hut activity.
- ___ I agree to properly dispose of garbage that exceeds the capacity of the garbage receptacles at the hut facility. You can rent a dumpster through a private vendor or haul off your bagged garbage and recyclables yourself. Excess garbage left at the rental facility will be removed at your expense. A fee for service will be deducted from your security deposit.
- ___ I agree to remove all signs or markings associated with the reserved hut activity. Paint is not permitted for marking pavement or structures. Chalk is acceptable but must be removed immediately after the event.
- ___ I agree to obtain an underground utility locate and permission from the Community Development Department if sign posts, stakes, or spikes will be driven into the ground.
- ___ I agree to accept the hut facilities, including the premises and equipment, in their present condition.
- ___ I agree to reimburse the City for all damages to the premises or property resulting from their use, other than ordinary wear and depreciation, as determined by the City.
- ___ I agree to conform to all rules and regulations of the City.
- ___ I agree to provide adequate supervision and be responsible for any improper conduct of the attendees, both individually and collectively, while on the City premises or utilizing facilities.
- ___ I agree that the use of the facilities and this permit is revocable by the City at any time at the City's option.
- ___ I agree to hold the city harmless and indemnify the city from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the permittee.
- ___ I agree that the permittee and any other person who allows or causes damage to hut facilities, park areas, and any other property owned by the city shall be liable to the city for the damage caused.
- ___ I agree to abide by all Federal, State, and municipal equal opportunity laws and regulations prohibiting discrimination.

Staff Use Only:

Clean up verified by Staff _____, _____
Date signature of staff

Deposit Returned _____, _____
Date signature of staff



Community and Economic Development Department

FACT SHEET

The Oregon Jamboree will take full responsibility to repair/replace any damages incurred to the City of Sweet Home properties while under the permitted use by the Oregon Jamboree; with exception of uncontrollable events produced by natural forces (Force Majeure Event).

Occupancy Tax:

- Historically, the Oregon Jamboree pays an occupancy tax on all patron campsites (excluding comp sites) to the City of Sweet Home and Linn County based on camping sites sold, within the city and county limits. The Jamboree supports the long standing tradition of giving these funds to the Sweet Home Chamber of Commerce.

Alcohol Sales:

- Oregon Beverage Services personnel will ensure that alcohol sales are in strict compliance with all city and state laws; including proper liquor permits, security and insurance.

Residential Passes:

- All residents of 18th Avenue and Kalmia Street will receive (4) passes via USPS with tracking, allowing them to proceed to and from their homes. Resident vehicles must be parked on their property and not on the street.

Requested Assistance from the Sweet Home Police Department

- We are requesting adequate manpower from the Sweet Home Police Department to assist with concert security and safety based on our projection of between 10,000-12,000 patrons per day.

Please see Additional Information for:

- Conflict resolution
- Event chain of command
- Admission Policy
- 2023 Street Closure Plan with Map
- Traffic Control Plan



Community and Economic Development Department

SPECIAL EVENT TASK LIST / TIME LINE

DATE	TIME	EVENT TASK	RESPONSIBLE PARTY
<i>e.g.</i> 06/20/18	<i>e.g.</i> 9:00 am	<i>e.g.</i> All Scheduled Streets Closed	<i>e.g.</i> City of Sweet Home
8/7/2023	9:00 am	Deliver 18 - "No Parking Signs" to the Boys and Girls Club	Public Works Department/ Jamboree: Ryan Warden
July 2023	no later than 7/27	Mow and Rake Sankey Park, to prepare for Camp Site Layout (7/29)	Public Works Department
July 2023	no later than 7/27	Clear debris from Quarry Park, to prepare for Camp Site Layout (7/29)	Public Works Department
July 2023	no later than 7/27	Mow and Rake Strawberry Park, to prepare for Camp Site Layout (7/29)	Public Works Department
7/27/2023	9:00 am	Turn-on the water access at the Rodeo Grounds	City of Sweet Home Water Department -Cindy
8/8/2023	9:00 am	Turn-off the water at the Rodeo Grounds	City of Sweet Home Water Department -Cindy
7/27/2023	9:00 am	Unlock the Rodeo Grounds Gate (Camp 9&10)	Public Works Department
8/2/2023	12:00 pm	Unlock Cable at Upper Sankey Park Gate	Public Works Department
ROAD CLOSURES --- PERMIT ACCESS			
8/3/2023	7:00 AM	<-----Starting at //	
8/6/2023	9:00 PM	<-----Ending at //	
Kalmia Street just past 14th - Unmanned Closure			
18th AVE--barricade at 18th & Long-local traffic only			
Ames Creek Road between BGC & Grape St			
Ames Creek to Mountain View Road-open to local traffic			
HARD BARRIER CLOSURE---NO TRAFFIC			
8/3/2023	7:00 AM	<-----Starting at //	
8/6/2023	9:00 PM	<-----Ending at //	
18th AVE North of Main Gate & Bus Garage --NO TRAFFIC			
PARKS CLOSURE			*provides maximum security and eliminates potential hazards
7/31/2023	6:00 AM	<-----Starting at //	
8/7/2023	10:00 PM	<-----Ending at //	
Sankey Park/Weddle Bridge			
8/3/2023	12:00 PM	<-----Starting at //	OTHER CITY PARKS CLOSED TO THE PUBLIC
8/7/2023	10:00 AM	<-----Ending at //	CITY PARKS REOPENING TO THE PUBLIC
Grassy area and Parking Lot at City Hall			
Strawberry Park			
Quarry Park			
Upper Sankey Park			



Community and Economic Development Department

Insert Event Overview Map

* Attached



Community and Economic Development Department

Insert Vendor Site Map

**Attached*



Community and Economic Development Department

SPECIAL EVENT APPLICATION CHECKLIST

- Review the Instructions for completing the Special Event Permit.
- Complete the Special Event Permit Application.
- Scheduled and Attended a meeting with the Community and Economic Development Department to review the application and supporting documentation.
- Obtained and submitted a Certificate of Insurance.
- Review and signed the Hold Harmless Agreement.
- Completed the Rental Fees form.
- Completed Sankey Hut Rental form (if applicable)
- Completed the Fact Sheet
- Completed the Special Event Task List / Time Line. (if applicable)
- Completed the List of Vendors. (if applicable)
- Submitted an Event Overview Map. (if applicable)
- Submitted a Vendor Map. (if applicable)
- Turned in or mailed all the above items to the City of Sweet Home

Community and Economic Development Department
Special Event Permit
3225 Main Street
Sweet Home, OR 97386



Statement of Intent to provide OLCC License & Proof Of Insurance

March 13, 2023

Oregon Jamboree
401 Main St, Ste D
Sweet Home, OR 97386

Angela Clegg
Community and Economic Development Dept.
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Angela,

As in 2022, our 2023 OLCC License will be submitted by our vendor, Oregon Beverage Services, managed by Carroll Unruh. He will submit the request for the permit to the State of Oregon approximately 6 weeks prior to the event, to allow for processing. The permit is sent to the Chief of Police who will then forward the approval to the City of Sweet Home.

Additionally, included is a letter of intent to provide insurance from Blake Keesecker.

Sincerely,

Peggy Curtis



1195 Main Street
PO Box 9
Sweet Home, OR 97386
(541) 367-2141
(541) 367-3904 fax
www.keeseckerinsurance.com

March 16th, 2023

To whom it may concern:

Sweet Home Economic Development Group Inc. (SHEDG Inc.) has intent to purchase Commercial General Liability insurance for the 2023 Oregon Jamboree. I, Blake Keesecker, licensed insurance agent, have submitted applications on behalf of SHEDG Inc. for Commercial General Liability Insurance and are in the process of reviewing pricing and coverages.

SHEDG Inc. will be obtaining insurance with a \$3,000,000 per occurrence and \$5,000,000 aggregate limit of liability.

Those who require additional insured status from SHEDG Inc.'s insurance policy will be furnished a certificate of insurance showing additional insured status.

Attached is a sample certificate of insurance of what coverages SHEDG Inc. will obtain.

Regards,

Blake Keesecker
Keesecker Insurance Inc.
PO BOX 9
Sweet Home, OR 97386
541-367-2141
blake@kee-ins.com



2023 Oregon Jamboree Additional Information

A. Conflict Resolution:

- 1) Anyone causing problems will be asked to leave the premises.
- 2) A complaint will be made to the Police Department and the person(s) will be subject to arrest for trespassing or disorderly conduct.
- 3) The Chief of Police has the final say in every matter.

B. Event Chain of Command

- 1) *Police Chief*
- 2) *Fire Chief*
- 3) *Festival Director*
- 4) *Staff/Management Team*
- 5) *Production Manager*
- 6) *Paid Security*
- 7) *Volunteer Supervisors*

C. Admission Policy

RFID enabled wristbands will be scanned at the gate for admission. We have an open gate policy with a search at the gate conducted by paid security and volunteer personnel. No alcohol, food, beverages, or weapons will be allowed to enter the festival gates. Re-entry is allowed.

D. Liability Insurance: Additional Insured

The Oregon Jamboree will provide a letter of intent to provide liability insurance policy when the City Permit is applied for, followed by the actual COI to the City of Sweet Home with an all-inclusive list of additional insured entities, no later than Friday, July 31st.



2023 Street Closure Plan Detail

Oregon Jamboree security and parking teams will monitor all road closures closely to ensure the utmost safety for patrons and residents.

Closures #1 - #5 are in effect from 7:00 am Thursday (8/3) through 9:00 pm Sunday (8/6)

Closure #1: Unmanned Closure; open to local traffic only.
Barricade located on Kalmia Street just past 14th Ave.

Closure #2: Pass Required; Resident, Sankey Vendor/Sponsor & Volunteer Parking
Barricades located on 14th Avenue @ Kalmia Street & Hawthorne Street and just past entrance to Camp 1.

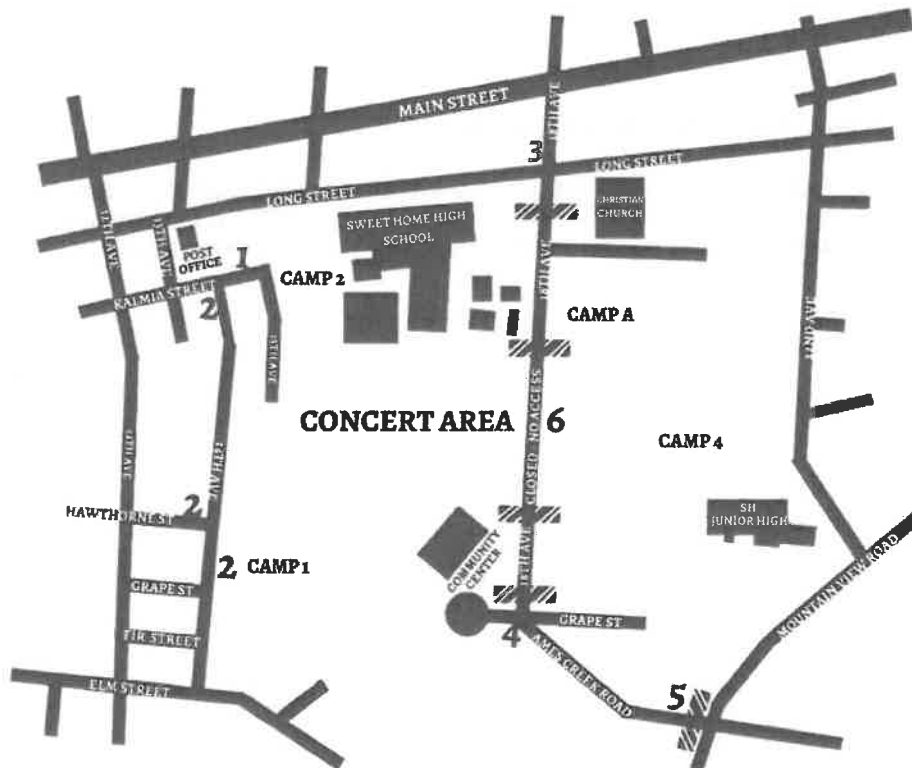
Closure #3: Pass Required; Resident, Vendor/Sponsor, Handicapped, Tent A, Christian Church ADA and Sunday Parking
Barricade located on 18th Avenue and Long Street.

Closure #4: Pass Required; Resident, Backstage, and Boys & Girls Club and Community Center Parking
Barricade located on Ames Creek Road and Grape Street.

Closure #5: Unmanned Closure; open to local traffic only.
Barricade located at Ames Creek Road and Mountain View Road.

Closure #6 is in effect from 7:00 am Thursday (8/3) through 9:00 pm Sunday (8/6)

Closure #6: Road Closed
Barricades located on 18th Avenue North of the Main Gates and South of the entrance to Shuttle Staging.





Sample Team Plans

The following attached proposals are a sampling of individual team plans that will impact the overall flow and safety of the Oregon Jamboree:

1. Clean UP/Sanitation Proposal
2. Concessions Proposal
3. Safety Proposal

1. Clean Up/Sanitation Team Plan

The Clean-Up and Sanitation volunteer team plans to keep the concert site and surrounding areas in as near spotless condition as possible. We will accomplish this goal by having continuous trash patrol before and during each concert. Because of the possibility of injury or contamination, we will only allow trash to be picked up when the stage lights are on, if it is after dark.

Rubber gloves and “grapplers” will be provided for handling trash. Proper sized garbage bags will be readily available to replace full bags as needed. Full bags will be put into dumpsters strategically placed through the concert area; dumpsters will be emptied daily by Sweet Home Sanitation. Concessionaires will be asked to separate cardboard and glass for recycling.

Porta-potties will be provided at a minimum of 35 (plus two handicap accessible) per 5,000 people in attendance. This will be determined by ticket sales. Hand washing sinks will also be provided near the port-potties.

Areas to be cleaned (including port-potty distribution) include concert grounds, RV and tent campgrounds and 14th Avenue, 18th Avenue and Sankey Park.

2. Concessions Team Plan

We have planned for a maximum of 20 food booths, three drink booths and 15 merchandise booths.

Our plans are laid out and understood by the concessionaires, regarding location of the electrical and water outlets. Water lines will be laid to within a few feet of each booth from the main water spigots already in place. Power will be supplied from the existing power stations set up. Defined menus and workable plans to serve large groups of people will be established.

Vendor team schedule is as follows: *

- Thursday, August 3, 2023—Set up 10:00 AM—6:00 PM
- Friday, August 4, 2023—Health inspections begin 11:30 AM
- Friday, August 4, 2023—Vendor Booths open 1:00 PM- 11:30 PM
- Saturday, August 5, 2023—Vendor booths open 11:00 AM-11:45 PM
- Sunday, August 6, 2023—Vendor Booths open 11:00 AM- 9:00 PM

*all days and times are subject to change without notice.

3. Safety Team Plan

The team goal is to maintain a safe environment for participants, volunteers and the public while maintaining compliance with all state, county and city regulations.

The Safety Team gives the following items utmost priority:

- Provide coordination for safe ingress/egress from concert sites, RV campsites, City Public Works Department and Security and Sign Committee Chairpersons.



- Provide oversight of concert participants to ensure compliance with all County Health Department regulations.
- Assist the fire marshal with the electrical needs for concessions, RV parks and all other necessary inspections.
- Provide concert patrons adequate water supply
- Provide assessable First Aid Station

4. Staff Team Plan

Provide a supervisor and approximately six volunteers with the following qualifications:

- Ability to make logical decisions
- Calm action under stressful or emergency situations
- Tact and diplomacy
- Basic hospitality

Provide the following equipment for staff use:

- Emergency generators with lights (two)
- Radios
- Flashlights
- Barrier Gloves (latex and/or rubber)



Peggy Curtis <peggy@oregonjamboree.com>

2023 Oregon Jamboree Public Address System Permit Application

1 message

Peggy Curtis <peggy@oregonjamboree.com>

Thu, Mar 23, 2023 at 3:45 PM

To: Penny Leland <pleland@sweethomeor.gov>

Cc: Angela Clegg <aclegg@sweethomeor.gov>, Robert Shamek <robert@oregonjamboree.com>

Penny,

Could you please see that the Chief gets this?

Thank you!



Peggy Curtis

Office & Event Manager

Vendor Coordinator

o: 541.367.8800

c: 269.967.1711

401 Main St, Ste D
Sweet Home, OR 97386



Virus-free. www.avast.com



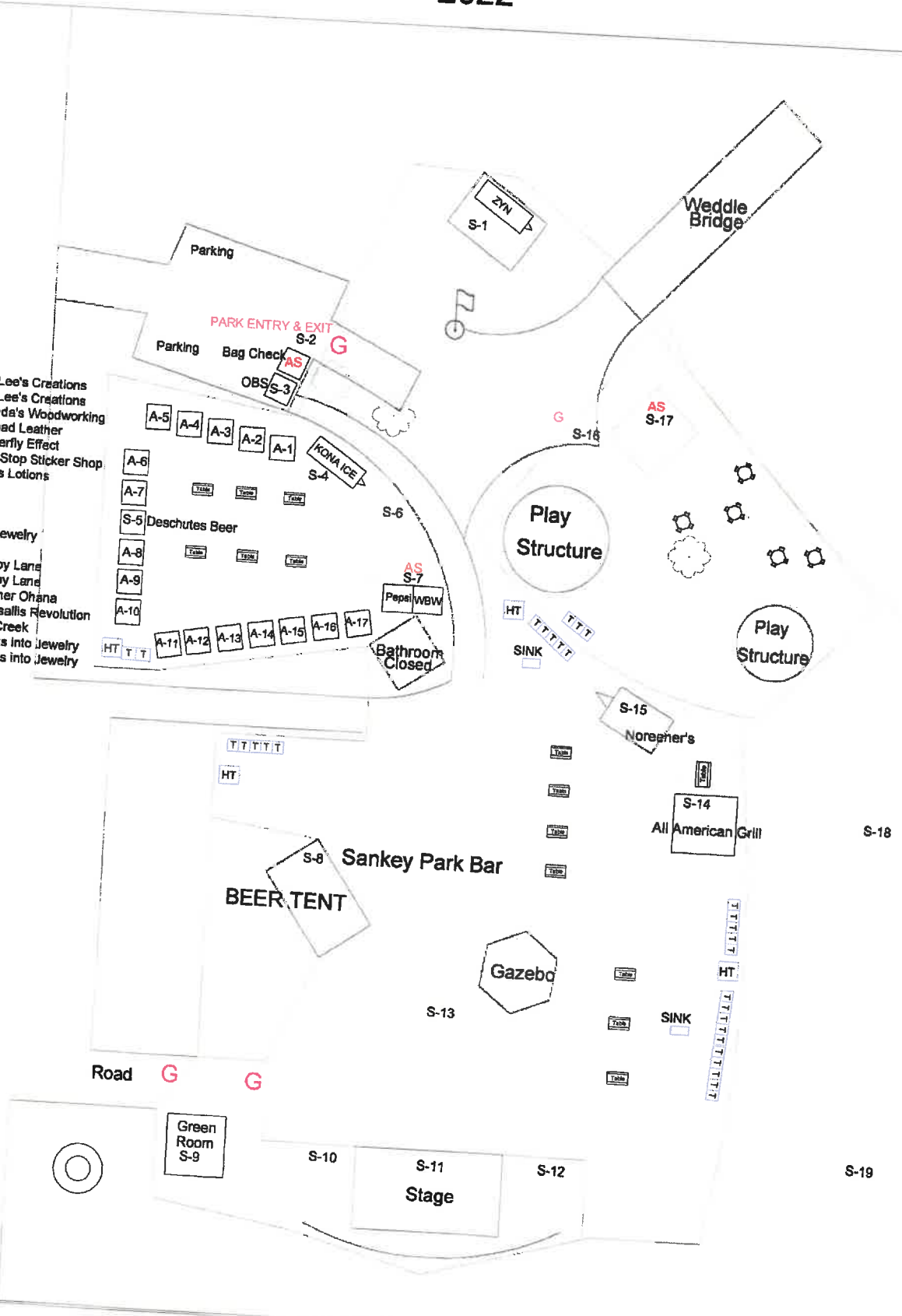
2023 Public Address System Permit Jamboree.pdf

101K

Name	Profile Name	Company Name	Vendor Category	Item Name
Gretchen Spelicher	Twisted Willow		Merchandise	Vendor Tent 20'x20'
SANDRA BATES	Bates Steakhouse and Catering	Bates Catering, Inc	Concessions - Food Trailer	Vendor Tent 20'x20'
Heidi Lusk	Sparrow Boutique	Bullets into jewelry	Artisans - Artisan Alley - Sankey Park	Artisan Alley 2-10'x10', side by side, Space (Olam tent provided)
Elizabeth Gienger	Ridgeway health	Ridgeway health	Healthcare or Entertainment Services	Vendor Tent 20'x20'
Kainoa Lake	Island Noodles	Island Noodles	Concessions - Food Tent	Vendor Tent 20'x20'
Darren Perry	Lick-A-Scoop		Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Natalie Poland	Poppy Layne		Merchandise	Artisan Alley 2-10'x10', side by side, Space (Olam tent provided)
Don Gorbett	Molalla Kettle Korn and Smoothies	G-4 Molalla Kettle Corn	Concessions -Food Tent	Vendor Tent 10'x20'
Wendy Jones	Distinguished Firearms Jewlery		General Merchandise	Vendor Tent 20'x20'
Bethany Brady	The Pizza Cart	The Pizza Cart	Concessions -Food Tent	Vendor Tent 20'x20'
Vanessa Gibson	The Butterfly Effect	The Butterfly Effect	Artisans - Artisan Alley - Sankey Park	Artisan Alley 10'x10' Space (Olam tent provided)
Natalie Manner	Manner Ohana		Artisans - Artisan Alley - Sankey Park	Artisan Alley 2-10'x10', side by side, Space (Olam tent provided)
Elizabeth Harvey	Fall Creek Creations	Fall Creek Creations by Beth and Jeff	Artisans - Artisan Alley - Sankey Park	Artisan Alley 2-10'x10', side by side, Space (Olam tent provided)
Madison Wilson	Dippin' Dots Ice Cream	Sub-Zero Products, LLC.	Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Trixy Savage	Blue Eyes Ceramics		Artisans - Artisan Alley - Sankey Park	Artisan Alley 10'x10' Space (Olam tent provided)
Kayla Moody	Mystic Visions Jewlery		Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
alex.golf	Rollin Dough		Artisans - Artisan Alley - Sankey Park	Artisan Alley 10'x10' Space (Olam tent provided)
Megan Sharp	The Flashy Filly		Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Nelson Adams	Kona Ice of NW Linn		Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Keeley Parsons	TOTS!		Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Anne-Marie Moon	Annie's Jammies		Artisans - Artisan Alley - Sankey Park	Artisan Alley 10'x10' Space (Olam tent provided)
Joell Haley-Fence	Mountain Home Arts	Mountain Home Arts	Artisans - Artisan Alley - Sankey Park	Artisan Alley 10'x10' Space (Olam tent provided)
Chelsea Headrick	Millie Coffee Bar	Mill Town Coffee LLC	Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Marissa Lopez	Cowgirl Cookn		Concessions -Food Tent	Vendor Tent 20'x20'
Kathy Skurm	Kats Hats	Cowboy Corral	Merchandise	Vendor Tent 20'x20'
Joyce Wright	Monster Foods		Concessions -Food Tent	Vendor Tent 20'x20'
Lisa Strait	Bubble Bee Sweet		Concessions - Food Trailer	Vendor Trailer, per 5' space (if 20', add 4!)
Mary George	Cactus Jack's	Keoke LLC	Concessions -Food Tent	Vendor Tent 20'x20'
Brittany Murphy	X Squeeze Me		Concessions -Food Tent	Vendor Tent 10'x20' (10' frontage, 20' deep)
Jennifer Iler	International Experience		Military or Non-Profit, Informational only	Military, Non-Profit Booth. 10'x10' Informational space only

Sankey Park Confidential 2022

- A-1: Ina Lee's Creations
- A-2: Ina Lee's Creations
- A-3: Wanda's Woodworking
- A-4: Nomad Leather
- A-5: Butterfly Effect
- A-6: One Stop Sticker Shop
- A-7: Lani's Lotions
- A-8: Fruit
- A-9: Fruit
- A-10: JP Jewelry
- A-11: Poppy Lane
- A-12: Poppy Lane
- A-13: Manner Ohana
- A-14: Chrysalis Revolution
- A-15: Fall Creek
- A-16: Bullets into Jewelry
- A-17: Bullets into Jewelry



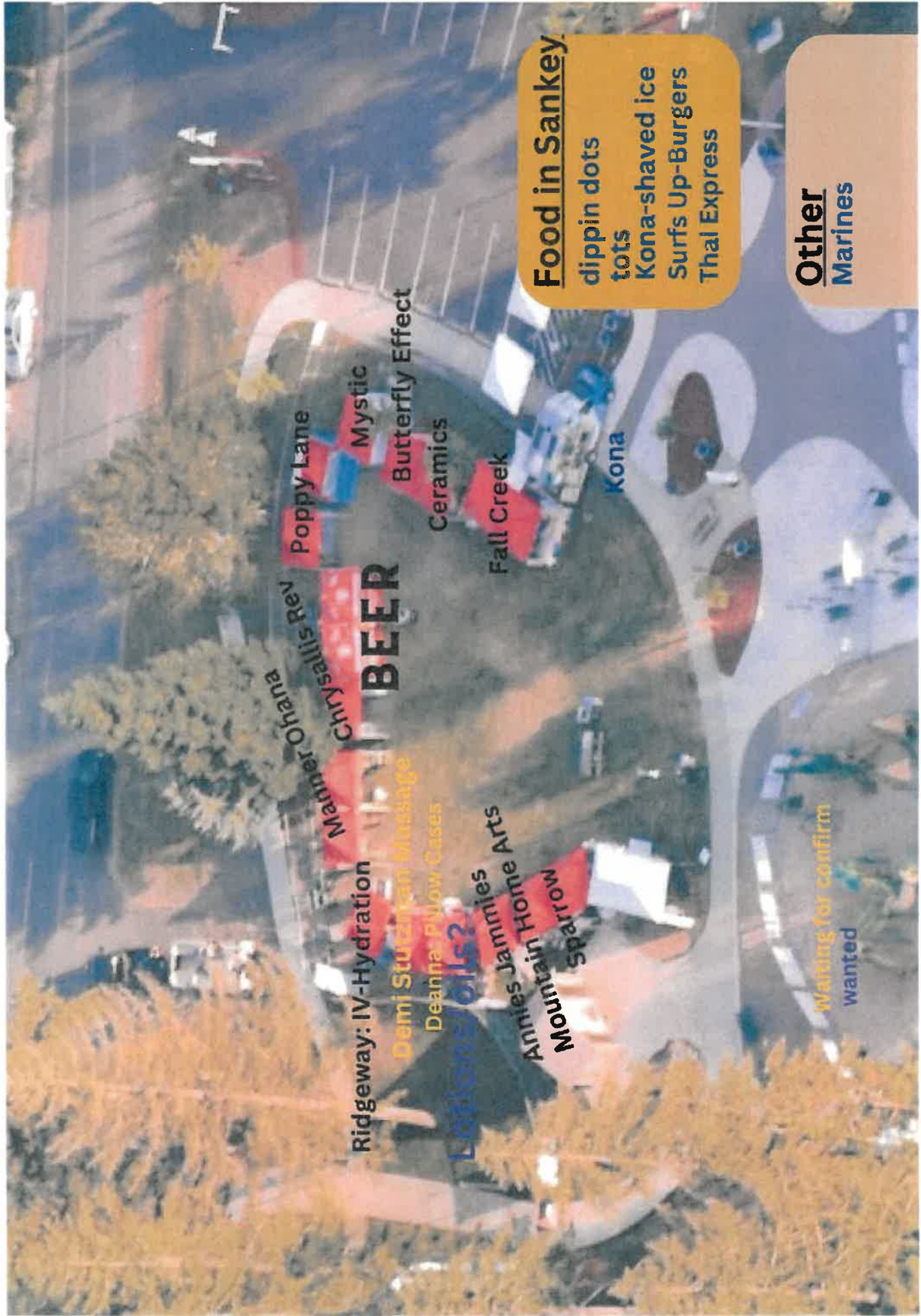
OREGON JAMBOREE

music festival

OVERVIEW MAP

YOUR GUIDE TO
PARKING &
SHUTTLE
LOCATIONS





Ridgeway: IV-Hydration

Demi Stuzman Massage

Deanna Pillow Cases

Lotions Oils?

Amies Lammies

Mountain Home Arts

Marrow

Manner Ohana

Chrysalis Rev

BEER

Poppy Lane

Mystic

Butterfly Effect

Ceramics

Fall Creek

Kona

Food in Sankey

dippin dots

tots

Kona-shaved ice

Surfs Up-Burgers

Thal Express

Other

Marines

Waiting for confirm

wanted

600 14TH AVE

PREMIER CAMP I *Upper Sankey*

Sites 56-59 on pavement

Note: put these porties
against fence

Marking/Vendor

2 **1** **1** **2**
standard, sea, sinks

2 **2** - 2 yd

1 2 4 20
revised 3/8/2023

HOST

Entrance

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

BMX
TRACK

HOST

1, 1, 1

2

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

ALL SITES
20'x40'

OREGON JAMBOREE

music festival

Marking/Vendor

Long St 4000 LONG STREET



CAMP 9

Rodeo Grounds
West



Sites are 25'x50'

Marking/Vendor

12, 2, 6
standard, extra, shika
2 - 90 gal
5 - 4 yard

4100 LONG STREET

174 173 172 171 170 169 168 167
 185 184 183 182 181

Host
 176 177 178
 179
 180
 Host

2 3 4 5 6 7
 Host
 13 12 11 10 9
 Host

34 35 36 37 38

Bus Stop

54 55 56 57 58 59 60 61 62
 51

86 87 88 89 90 91 92 93 94
 79

118 119 120 121 122 123 124 125 126
 111

150 151 152 153 154 155 156 157 158
 Host

14 15 16 17 18
 19 20 21 22 23

39 40 41 42 43 44 45 46
 48 47

63 64 65 66 67 68 69 70
 50 49

78 79 80 81 82 83 84 85 86 87
 Host
 96 97 98 99 100 101 102

110 111 112 113 114 115 116 117 118 119
 103 104 105 106 107 108 109 110

142 143 144 145 146 147 148 149 150 151
 135 136 137 138 139 140 141 142

CAMP 10

Rodeo Grounds East

Camp 9
 Rodeo Grounds West

OREGON JAMBOREE

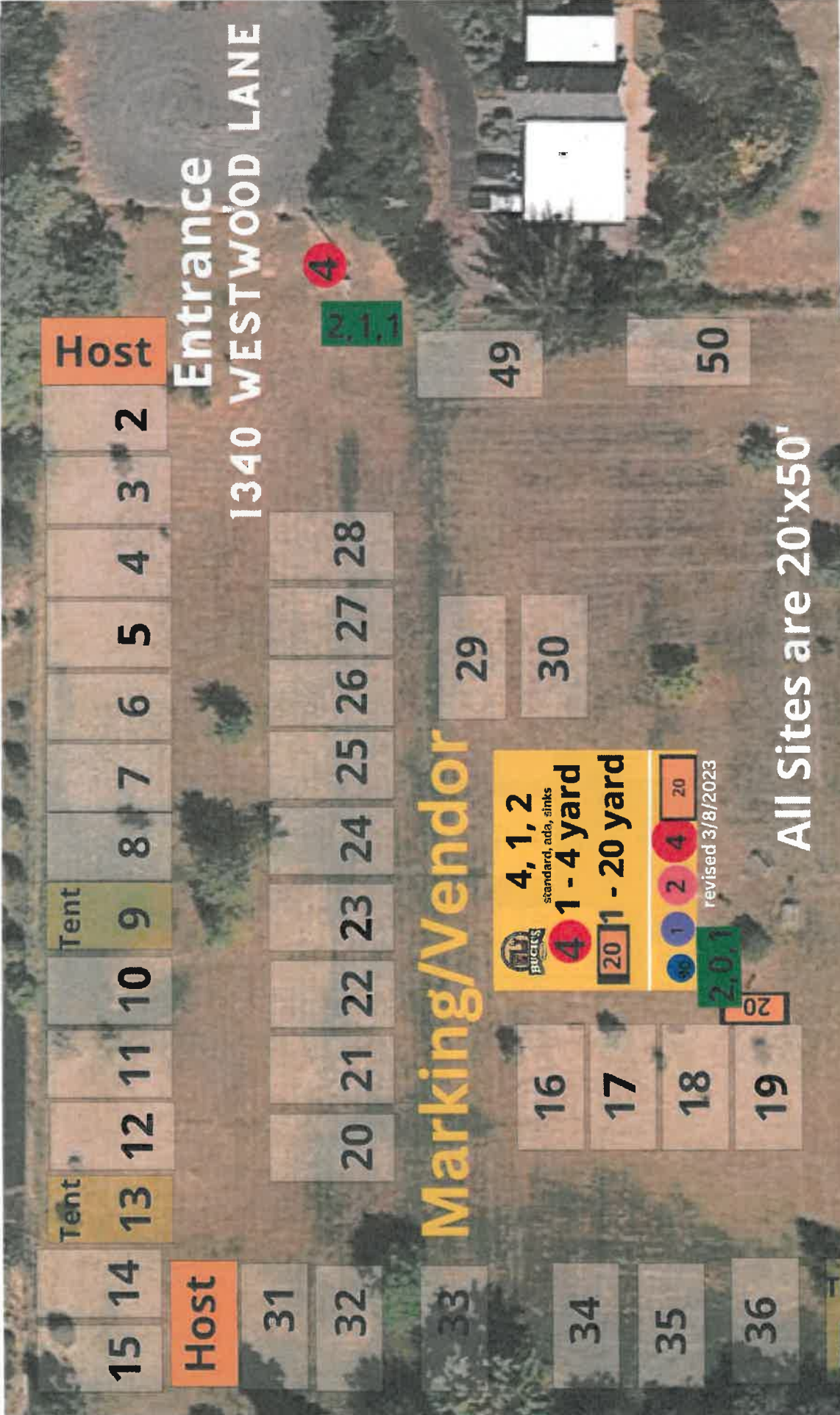
music festival

Sites are 25'x50' on grass -- sites in grey are 20'x50'
 Tent sites are 20'x40'

revised 3/8/2023

20
 4
 4
 4
 4

42nd Ave



Host

15 14 13 12 11 10 9 8 7 6 5 4 3 2

Host

31 32

Marking/Vendor

4, 1, 2
standard, ads, sinks

4 1 - 4 yard

20 1 - 20 yard

36 1 2 4 20

revised 3/8/2023

4
2,1,1

29 30

49

50

All Sites are 20'x50'

Tent Tent

37 38 39 40 41 42 43 44 45 46 47 48

Host

OREGON JAMBOREE

music festival

CAMP 25 STRAWBERRY PARK



4

3 spaces

4 spaces

3 spaces

28 spaces

19 spaces

8 spaces

host

Entrance

Marking/Vendor


6, 1, 2
standard, ada, sinks
 **3 - 4 yard**
   

revised 3/8/2023

Sites are 25' x 50' on sand/gravel.

Sites are not reservable. You will be assigned a site when you arrive.

CAMP 30 Quarry Park

3101 Zelcova Street



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

CLASS: 05 KEY# n/a

GENERAL LOCATION				PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)											
HIGHWAY NAME AND ROUTE NUMBER US-20 / 16 / Santiam				<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE									
HIGHWAY NUMBER	COUNTY	Linn		<input type="checkbox"/> BURIED CABLE	TYPE										
BETWEEN OR NEAR LANDMARKS Sweet Home Main Street East of 22nd Ave				<input type="checkbox"/> PIPE LINE	TYPE										
HWY. REFERENCE MAP DVL	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> NON-COMMERCIAL SIGN	FEE AMOUNT \$0.00										
APPLICANT NAME AND ADDRESS Company: Oregon Jamboree 2023 Oregon Jamboree Contact: Peggy Curtis City: Sweet Home State: OR Zip Code: 97386 Email: peggy@oregonjamboree.com Phone #: 269-967-1711 Cell 541-367-8800 Work				<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW											
				<table border="1"> <tr> <td colspan="3">FOR ODOT USE ONLY</td> </tr> <tr> <td>BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</td> <td>REFERENCE: OAR 734-55 035(2)</td> <td>AMOUNT OF BOND \$0.00</td> </tr> <tr> <td>INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</td> <td>REFERENCE: OAR 734-55 035(1)</td> <td>SPECIFIED COMP. DATE</td> </tr> </table>			FOR ODOT USE ONLY			BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-55 035(2)	AMOUNT OF BOND \$0.00	INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55 035(1)	SPECIFIED COMP. DATE
FOR ODOT USE ONLY															
BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-55 035(2)	AMOUNT OF BOND \$0.00													
INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55 035(1)	SPECIFIED COMP. DATE													

DETAIL LOCATION OF FACILITY(For more space attach additional sheets)

MILE POINT	TO	MILE POINT	ENGINEERS STATION	TO	ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
							CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
27.93						both					

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

Install temporary banner July 21 - August 7, 2023

Permit is to hang a banner at the above locations.

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

- TRAFFIC CONTROL REQUIRED YES [OAR 734-55-025(6)] NO
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED? YES [OAR 734-55-100(2)] NO [OAR 734-55-100(1)]
- AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: 541-757-4211 OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: n/a - please call SPECIFY TIME AND DATE IN THE SPACE BELOW.
- A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS - ODOT USE ONLY

Permit is to hang a banner from dates: 07.21.2023 - 08.07.2023
Banner is not to contain sponsorship or company advertising of any kind.

See page 2 -3, for permit general and special provisions.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE <input checked="" type="checkbox"/>	TITLE City Manager	DATE 5-1-23
APPLICANT SIGNATURE <input checked="" type="checkbox"/>	APPLICATION DATE 4/26/2023	TITLE Event Manager
DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/>		TELEPHONE NO. 269 967 1711
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		APPROVAL DATE

GENERAL PROVISIONS / SPECIAL PROVISIONS BANNER PERMIT

"APPLICANT/PERMITTEE SHALL BE RESPONSIBLE AND LIABLE FOR (1) INVESTIGATING PRESENCE/ABSENCE OF ANY LEGALLY PROTECTED OR REGULATED ENVIRONMENTAL RESOURCE(S) IN THE ACTION AREA; (2) DETERMINING ANY AND ALL RESTRICTIONS OR REQUIREMENTS THAT RELATE TO THE PROPOSED ACTIONS, AND COMPLYING WITH SUCH, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO HAZARDOUS MATERIAL(S), WATER QUALITY CONSTRAINTS, WETLAND, ARCHEOLOGICAL OR HISTORIC RESOURCE(S), STATE AND FEDERAL THREATENED OR ENDANGERED SPECIES, ETC.; (3) COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, RULES AND ORDINANCES, WHETHER ENVIRONMENTAL IN NATURE OR OTHER, PERTAINING TO THE PROPOSED ACTION, AND OBTAINING ALL REQUIRED AND NECESSARY PERMITS AND APPROVALS.

IF APPLICANT/PERMITTEE IMPACTS A LEGALLY PROTECTED/ REGULATED RESOURCE, APPLICANT/PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SUCH IMPACT, INCLUDING, BUT NOT LIMITED TO ALL COSTS OF MITIGATION AND REHABILITATION, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ODOT FOR SUCH IMPACTS AND BE RESPONSIBLE AND LIABLE TO ODOT FOR ANY COSTS OR CLAIMS THAT ODOT MAY HAVE.

NOTHING IN THIS PERMIT IS INTENDED TO GRANT RIGHTS OR IMPLY APPROVAL NOT FALLING WITHIN THE AUTHORITY AND JURISDICTION OF ODOT. IT IS THE RESPONSIBILITY OF THE APPLICANT TO DETERMINE THE NEED FOR AND TO OBTAIN SUCH LICENSES, PERMITS OR OTHER FORM OF APPROVAL WHICH MAY BE REQUIRED BY OTHER STATE AGENCIES, FEDERAL AGENCIES, CITIES AND/OR COUNTIES OF OREGON, UTILITY OR RAILROADS. OAR 734-055-055.

GENERAL PROVISIONS

SHOULD TRAFFIC CONTROL BE NECESSARY FOR INSTALLATION, MAINTENANCE & REMOVAL IT SHALL BE ACCORDING TO THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," USDOT & ODOT MANUAL, "SHORT TERM TRAFFIC CONTROL HANDBOOK, DECEMBER 2011."

LIABILITY INSURANCE CERTIFICATE SHALL BE SUBMITTED TO THIS OFFICE PRIOR TO BANNER INSTALLATION(S).

CONTACT AN ODOT REPRESENTATIVE AT 541-757-4211 or 503-362-0457 IF PROBLEMS ARISE.
CONTACT 9-1-1 IN CASE OF AN EMERGENCY.

ANY DAMAGE TO ODOT RIGHT OF WAY SHALL BE RESTORED TO THAT CONDITION PRIOR TO CONSTRUCTION AND TO SATISFACTION OF ODOT REPRESENTATIVE.

SPECIAL PROVISIONS FOR BANNERS

BANNER TO BE HUNG AND REMOVED BY THE CITY OR A UTILITY COMPANY. IT IS APPLICANTS RESPONSIBILITY TO COORDINATE PLACEMENT AND REMOVAL OF BANNER WITH THE UTILITY COMPANY.

BANNER IS TO BE ERECTED SO THAT 20'-0" OF CLEARANCE WILL REMAIN BETWEEN THE ROADWAY ASPHALT AND THE AERIAL BANNER.

BANNER MATERIAL AND SUPPORT MUST BE MADE FROM DURABLE MATERIAL AND CONSTRUCTED TO WITHSTAND WIND PRESSURE OF 20 POUNDS PER SQUIRE FOOT OF EXPOSED SURFACE.

THE BANNER(S) MAY CONTAIN THE NAME AND/OR LOGO, DATE AND TIME, AND GENERAL LOCATION OF THE EVENT. BANNERS MAY NOT INCLUDE ANY ADVERTISING, COMMERCIAL MESSAGE, BRAND OR PRODUCT NAME, OR OTHER INFORMATION ABOUT THE EVENT SUCH AS COST, DIRECTIONS, ETC.

THE BANNER IS TO ADVERTISE AN EVENT THAT IS:
SPONSORED OR ENDORSED BY A CITY, COUNTY, OR STATE AGENCY.
TWO WEEKS OR SHORTER IN DURATION AND OPEN TO THE GENERAL PUBLIC.
LOCATED WITHIN A FIVE MILE RADIUS OF THE EVENT.

THE BANNER(S) MAY NOT BE ERECTED OR MAINTAINED IF THEY:
INTERFERE WITH, IMITATE, OR RESEMBLE ANY OFFICIAL TRAFFIC CONTROL DEVICE OR ATTEMPT OR APPEAR TO ATTEMPT TO DIRECT THE MOVEMENT OF TRAFFIC;
PREVENT THE DRIVER OF A MOTOR VEHICLE FROM HAVING A CLEAR AND UNOBSTRUCTED VIEW OF OFFICIAL TRAFFIC CONTROL DEVICES AND APPROACHING OR MERGING TRAFFIC;
HAVE ANY LIGHTING, UNLESS SUCH LIGHTING IS SHIELDED TO PREVENT LIGHT FROM BEING DIRECTED AT THE HIGHWAY OR IS OF SUCH LOW INTENSITY OR BRILLIANCE AS NOT TO CAUSE GLARE OR TO IMPAIR THE VISION OF THE DRIVER OF A MOTOR VEHICLE; OR ARE OTHERWISE A TRAFFIC HAZARD.

PERMITTEE, TO THE EXTENT PERMITTED BY THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON, OREGON TRANSPORTATION COMMISSION AND ITS MEMBERS, DEPARTMENT OF TRANSPORTATION, ITS OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, AND LIABILITIES WHICH MAY OCCUR IN THE PERFORMANCE OF THIS ACTIVITY.

ADDITIONAL SIGNATURES ARE REQUIRED. LOCAL JURISTITION. SIGNATURE REPRESENTS CITY APPROVAL FOR THE PLANNED EVENT, APPROVAL OF ALL ASSOCIATED PLANNED ACTIVITIES ASSOCIATED TO AND FOR THIS PERMIT.

CITY REPRESENTATIVE IS TO SIGN PAGE 1 OF 2 THIS PERMIT, UNDER LOCAL GOVERNMENT OFFICIAL SIGNATURE, AND TO PROVIDE THE FOLLOWING CONTACT INFORMATION:

JURISTITION: City of Sweet Home

SIGNATURE: 

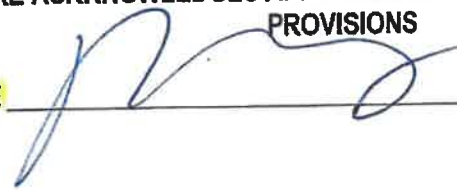
CONTACT NAME:  PHONE NO.: _____

MAILING ADDRESS: 3225 Main Street

CITY: Sweet Home STATE: OR ZIP CODE: 97386

APPLICANT IS TO PROVIDE THE CITY WITH A COPY OF THE FINALIZED ODOT ISSUED PERMIT 30 DAYS PRIOR TO HANGING THE BANNER.

APPLICANT'S SIGNATURE ACKNOWLEDGES APPLICANT HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS

APPLICANT SIGNATURE  **DATE** 4/26/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

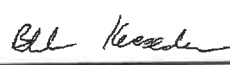
PRODUCER Keesecker Insurance, Inc. 1195 Main Street PO Box 9 Sweet Home OR 97386	CONTACT NAME: Blake Keesecker PHONE (A/C, No, Ext): (541) 367-2141 E-MAIL ADDRESS: blake@kee-ins.com	FAX (A/C, No): (541) 367-3904
	INSURER(S) AFFORDING COVERAGE	
INSURED SWEET HOME ECONOMIC DEVELOPMENT CORP INC 401 MAIN STREET STE D SWEET HOME OR 97386	INSURER A: Mutual of Enumclaw	NAIC # 14761
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22112207010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP0004624	09/09/2022	09/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 CYBER \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Pacific Power 525 Wilco Rd Stayton OR 97383	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keesecker Insurance, Inc. 1195 Main Street PO Box 9 Sweet Home OR 97386	CONTACT NAME: Blake Keesecker PHONE (A/C No. Ext): (541) 367-2141 E-MAIL ADDRESS: blake@kee-ins.com FAX (A/C No.): (541) 367-3904																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Mutual of Enumclaw</td> <td>14761</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mutual of Enumclaw	14761	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Mutual of Enumclaw	14761																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED SWEET HOME ECONOMIC DEVELOPMENT CORP INC 401 MAIN STREET STE D SWEET HOME OR 97386																					

COVERAGES **CERTIFICATE NUMBER:** CL22112207010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BOP0004624	09/09/2022	09/09/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							CYBER \$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured when required by writtten contract, permit or agreement.

CERTIFICATE HOLDER

City of Sweet Home
3225 Main Street

Sweet Home OR 97386

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keesecker Insurance, Inc. 1195 Main Street PO Box 9 Sweet Home OR 97386	CONTACT NAME: Blake Keesecker PHONE (A/C No. Ext): (541) 367-2141 E-MAIL ADDRESS: blake@kee-ins.com	FAX (A/C. No.): (541) 367-3904
	INSURER(S) AFFORDING COVERAGE	
INSURED SWEET HOME ECONOMIC DEVELOPMENT CORP INC 401 MAIN STREET STE D SWEET HOME OR 97386	INSURER A: Mutual of Enumclaw	NAIC # 14761
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22112207010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	BOP0004624	09/09/2022	09/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 CYBER \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of Oregon, its Department of Transportation, its Divisions, Officers and Employees are hereby included as additional insured in the herein numbered policy as to the operations of the named insured under any pipe, pole conduit, approach road or miscellaneous permit issued by the Department of Transportation, but only with respect to the insured activities to be performed under permit.

CERTIFICATE HOLDER

CANCELLATION

Oregon Department of Transportation ATTN: Office of Maintenance 455 Airport Road SE Building K Salem OR 97301-4796	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



REQUEST FOR COUNCIL ACTION

Title: Legislative Amendment LA23-02

Preferred Agenda: June 27, 2023

Submitted By: Angela Clegg, Associate Planner

Reviewed By: Blair Larsen, CEDD Director
Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: SHMC Title 17

Towards Council Goal: Aspiration II: Effective and Efficient government; Goal 2.1: Update and Streamline Processes; Goal 2.2: Develop continuity in planning and permitting processes.

Attachments: LA23-02 Staff Report
Ordinance No. 14 for 2023, Ordinance No. ____

Purpose of this RCA:

The purpose of this RCA is to hold a public hearing regarding Legislative Amendment LA23-02 and present the application to the Council for approval. The purpose of this application is to adopt revisions to Title 17 of the Zoning Ordinance adopted on October 27, 2022. If the application is approved, the Council will conduct a first reading of adopt Ordinance No. 14 for 2023.

Background/Context:

This legislative amendment, LA 23-02, consists of text amendments to Title 17 Zoning of the Sweet Home Municipal Code (SHMC). The proposed text amendments were identified by City Staff. Staff has identified errors that needed to be corrected for defensibility and clarity of the code. In addition, the amendments include proposed land use regulation of adult-oriented businesses.

The following is a timeline of meetings associated with this project:

- April 13, 2023: Staff submitted the online PAPA.
- April 19, 2023: Notice Published in the New Era
- June 1, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to recommend approval of the amended Development Code to City Council.

At the June 27, 2023 Council Meeting, the City Council will hold a public hearing regarding this legislative amendment and conduct a first reading, and two more readings of the ordinance are necessary in order to adopt the ordinance.

The Challenge/Problem:

Should the City amend its Development Code in the manner recommended by the Planning Commission?

Stakeholders:

- City of Sweet Home Residents – The proposed text amendments benefit residents with a more clear and efficient code.
- Property Owners and Developers: Benefit from clear standards.
- Staff: Will be able to implement the SHMC with more efficiency and less discretion.

Issues and Financial Impacts:

This change will have no financial impact on the City.

Elements of a Stable Solution:

A stable solution involves adopting changes to the City’s code that improve the quality of development for current and future residents and businesses, without overly burdening property owners and developers in a way that is clear, consistent, and does not require significant staff interpretation. In addition, a stable solution would be consistent with the City’s policies and goals.

Options:

1. Approve application LA23-02 and conduct a first reading of Ordinance Bill No. 14 for 2023.
2. Deny application LA22-01 and direct staff and the Planning Commission to make revisions (specify).
3. Continue the public hearing to a later date to allow more time for the Council to examine the proposed changes or to provide staff time to prepare amendments or additional information (specify).
4. Take no action; leave the code as is.
5. Other

Recommendation:

Staff recommends option 1: Approve application LA23-02 and conduct a first reading of Ordinance Bill No. 14 for 2023.



**Legislative Amendment LA23-02
 Staff Report**

This legislative amendment, LA 23-02, consists of revisions to Sweet Home Municipal Code Chapter 17.04 Definitions, 17.06 City Comprehensive Plan and Establishment of Zones, 17.10 Residential Low Density Zone (R-1), 17.12 Residential Medium Density Zone (R-2), 17.14 Residential High Density Zone (R-3), 17.16 Mixed Use Zone (MU), 17.18 Commercial Central Zone (C-1), 17.20 Commercial Highway Zone (C-2), 17.22 Industrial Zone (I), 17.24 Public Facility Zone (PF), 17.25 Recreation Commercial Zone (RC), 17.26 Mixed Use Employment Zone (MUE), 17.42 Street Standards, 17.44 Off Street Parking and Loading, 17.50 Signs, 17.52 Fencing and Screening; 17.56 Yards and Lot Standards, 17.58 Land Division, 17.66 Manufactured Homes on Individual Lots, 17.70 Residential Accessory Structures, 17.72 Special Residential Dwellings, 17.90 Application – General, 17.108 Nonconforming Uses, and 17.119 Vacation and Dedication of Public Ways. The proposed text amendments were identified by City Staff.

FILE NUMBER: LA23-02

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code 17.116.020

PLANNING COMMISSION HEARING DATE & TIME: June 1, 2023 at 6:30 PM

LOCATION: City Hall Council Chambers, 3225 Main Street, Sweet Home, OR 97386

CITY COUNCIL HEARING DATE & TIME: June 13, 2023 at 6:30 PM

LOCATION: City Hall Council Chambers, 3225 Main Street, Sweet Home, OR 97386

STAFF CONTACT: Angela Clegg
 Phone: (541) 367-8113
 Email: aclegg@sweethomeor.gov

REPORT DATE: May 25, 2023

I. REVIEW AND DESIGN CRITERIA

Amendments to the Comprehensive Plan or Development Code text shall be approved if the evidence can substantiate the following:

- A. The proposed amendment will not adversely impact the following:**
- 1. Traffic generation and circulation patterns;**
 - 2. Demand for public facilities and services;**
 - 3. Level of park and recreation facilities. [SHMC 17.116.030(A)(1-3)]**

Staff Findings: SHMC Chapter 17 was amended, approved, and became effective on October 27, 2022. Since using the new code, the staff has identified errors that needed to be corrected. These corrections shall not impact traffic generation and circulation patterns, shall not create demand for public facilities and services or impact the level of park and recreation facilities.

Based on the above information, staff find that the application complies with these criteria.

B. A demonstrated need exists for the proposed amendment. [SHMC 17.116.030(B)].

Staff Findings: The revisions identified by staff are needed for defensibility and clarity of code. Section 17.119 Vacation and Dedication of Public Way was unintentionally left out of the original revisions and is being added back into the chapter.

Based on the above information, staff find that the application complies with these criteria.

C. The proposed amendment complies with all applicable Statewide Planning Goals and administrative rule requirements. In addition, amendments to the Development Code shall conform with applicable City Comprehensive Plan policies. [SHMC 17.116.030(C)].

Staff Findings: The proposed amendments comply with the Oregon Statewide Planning Goal 2: Land Use Planning.

Based on the above information, staff find that the application complies with these criteria.

D. The amendment is appropriate as measured by at least one of the following criteria:

- 1. It corrects identified error(s) in the provisions of the plan.**
- 2. It represents a logical implementation of the plan.**
- 3. It is mandated by changes in federal, state, or local law.**
- 4. It is otherwise deemed by the City Council to be desirable, appropriate, and proper.** [SHMC 17.116.030(D)(1-4)].

Staff Findings: The amendments correct identified errors in the provisions of the plan.

Based on the above information, staff find that the application complies with these criteria.

II. CONCLUSIONS AND RECOMMENDATION

Based on the findings listed in Section I of this report, staff recommends that the Planning Commission recommend that the City Council approve this application. Since the request is for text amendments, staff has not recommended any conditions of approval.

III. PLANNING COMMISSION ACTION

In acting on a zone change application; the Planning Commission will hold a public hearing at which it may either recommend that the City Council approve or deny the application(s). The recommendation should be based on the applicable review and decision criteria. The City Council will hold a public hearing and decide on this application.

Motion:

After opening the public hearing and receiving testimony, the Planning Commission's options include the following:

1. Move to recommend that the City Council approve application LA23-02, which includes adopting the findings of fact listed in the staff report.
2. Move to recommend that the City Council deny application LA23-02 (specify reasons).
3. Move to continue the public hearing to a date and time certain (specify); or
4. Other.

IV. ATTACHMENTS

A. Draft Text Amendments

ORDINANCE BILL NO. 14 FOR 2023

ORDINANCE NO. _____

SWEET HOME ORDINANCE AMENDING VARIOUS PORTIONS OF SWEET HOME MUNICIPAL CODE TITLE 17.

WHEREAS, the City of Sweet Home adopted an almost entirely new development code in September, 2023; and

WHEREAS, use of the new development code has revealed some mistakes and need for clarifications; and

WHEREAS, the City's population is approaching 10,000, which makes certain State land use regulations applicable; and

WHEREAS, the new development code did not comply with Senate Bill 458, which was passed in 2021 and requires the City to make changes to its land division regulations; and

WHEREAS, Adult-oriented businesses have detrimental effects of neighboring properties, which necessitate regulating their placement; and

WHEREAS, Application LA 23-02 proposed changes to the development code correcting mistakes and amending the code to address these issues; and

WHEREAS, on June 15, 2023, the City of Sweet Home Planning Commission held a public hearing regarding the Application LA 23-02, after which the Commission recommended to the Sweet Home City Council that the City Council approve application LA 23-02 and adopt the amendments to the Sweet Home Development Code, also known as Sweet Home Municipal Code Title 17; and,

WHEREAS, the City Council held a public hearing on June 27, 2023 regarding Application LA23-02, after which the Council approved the application; and,

WHEREAS, City residents were notified on April 19, 2023 through a Measure 56 compliant notification process, and the Department of Land Conservation and Development (DLCD) received notice on April 13, 2023, more than 35 days in advance of the Planning Commission public hearing on June 15, 2023.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. SHMC 17.04.020 DEFINITIONS is amended to include the following definitions:

ADULT-ORIENTED USE - Establishments that provide sexually oriented entertainment, services, or products. Such establishments exclude minors by virtue of age under the law of the State of Oregon, whether or not such minors are accompanied by a consenting parent, guardian, or spouse. Types of uses include, but are not limited to, adult motion picture theaters, video arcades, massage parlors, nude modeling studios, lotion studios,

adult bookstores, adult paraphernalia shops, nude photography studios, or eating and drinking establishments that have sexually oriented entertainment such as nude dancers, strippers, or other similar entertainers.

PREEXISTING – Any use or structure existing before adoption of the current applicable provision of the Sweet Home Municipal Code.

STORAGE AREA – A storage unit facility, either enclosed within a structure or within a site obscuring fence, and having one or more of the following: large storage units, small storage units, and/or covered or uncovered RV, boat and commercial inventory storage.

Section 2. The following sections of SHMC Chapter 17.06 are amended to read as follows:

17.06.020 CLASSIFICATION OF ZONES

For the purposes of this title, the following zones are established:

<i>Zone</i>	<i>Abbreviation</i>	<i>Zone</i>	<i>Abbreviation</i>
Residential Low-Density	R-1	Industrial	I
Residential Medium-Density	R-2	Public Facility	PF
Residential High-Density	R-3	Recreation Commercial	RC
Mixed Use	MU	Mixed Use Employment	MUE
Commercial Central	C-1	Natural Resources Overlay	NRO
Commercial Highway	C-2	Flood Hazard Overlay	FHO
		Historic Property Overlay	HPO

17.06.030 LOCATION OF ZONES

The boundaries for the zones listed in this title are indicated on The City Zoning Map of 2022 and all amendments made, which are adopted by reference. The boundaries shall be modified in accordance with zoning map amendments which shall be adopted by reference.

17.06.050 ZONING OF ANNEXED AREAS

All areas annexed to The City shall be specifically placed in a City zone or zones by the City Council, after receiving and considering the recommendations of The City’s Planning Commission.

Section 3. SHMC 17.10.030 SPECIAL USES and 17.12-030 SPECIAL USES are amended to include the following subsection:

K. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.

Section 4. SHMC 17.12.060 DIMENSION STANDARDS is amended to read as follows:

17.12.060 DIMENSIONAL STANDARDS

A. Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-2 zone:

Minimum Lot Area & Width	
Single Family	5,000 square feet
Duplex	5,000 square feet
Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	2,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet
Minimum Setbacks	
Front Yard	15 feet
Garage, Carport	20 feet to the entrance
Side Yard (Interior)	5 feet
Side Yard (Street)	15 feet
Rear Yard	10 feet
Attached Side Yard	0 feet/10 feet Exterior Boundary
Maximum Structure Height	
Single-family	30 feet
Single-family Attached, Duplex	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	
Single-family	40%
Single-family Attached	60%
Duplex, Multi-family	60%

B. On a flag lot, the inset front yard setback shall be a minimum of ten feet.

C. Regardless of the side and rear yard requirements of the zone, an accessory structure, excluding detached accessory dwellings, may be built to within five feet of side or rear lot line; provided, the structure is more than 70 feet from the street abutting the front yard and 20 feet from the street abutting the street side yard.

Section 5. SHMC 17.14.030 SPECIAL USES is amended to include the following subsection:

- L. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.

Section 6. SHMC 17.14.060 DIMENSION STANDARDS is amended to read as follows:

17.14.060 DIMENSIONAL STANDARDS

- A. Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-3 zone:

Minimum Lot Area & Width	
Single Family	5,000 square feet
Duplex	5,000 square feet
Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	9,000 square feet (parcel) 1,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet
Minimum Setbacks	
Front Yard	15 feet
Garage	20 feet to the entrance
Side Yard (Interior)	5 feet (per story)
Side Yard (Street)	15 feet
Rear Yard	15 feet
Attached Side Yard	0 feet 10 feet Exterior Boundary
Maximum Structure Height	
Single-family	30 feet
Single family Attached, Duplex, Multi-family	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	
Single-family	40%
Single-family Attached	60%
Duplex, Multi-family	60%

- B. On a flag lot, the inset front yard setback shall be a minimum of ten feet.
- C. Regardless of the side and rear yard requirements of the zone, an accessory structure, excluding detached accessory dwellings, may be built to within five feet of side or rear lot line; provided, the structure is more than 70 feet from the street abutting the front yard and 20 feet from the street abutting the street side yard.

Section 7. SHMC 17.16.020 PERMITTED USES subsections G and H are amended to read as follows:

- G. Retail trade establishments engaged in selling goods or merchandise to the general public, for personal or household consumption such as retail groceries, hardware stores, department stores and sporting goods stores, not including adult-oriented uses.
- H. Retail service establishments offering services and entertainment to the general public for personal or household consumption such as eating and drinking establishments, motels and hotels (but excluding recreational vehicle parks and campgrounds), banks, real estate, and financial services, not including adult-oriented uses.

Section 8. SHMC 17.16.030 SPECIAL USES is amended to include the following subsection H:

- H. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.

Section 9. SHMC 17.16.060 DIMENSIONAL STANDARDS is amended to include the following subsection B:

- B. *Minimum setback.* Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

Section 10. SHMC 17.16.070 DEVELOPMENT STANDARDS, subsection A is amended to read as follows:

- A. Off-street Parking. All single family attached homes shall require a garage or carport; and in addition, provide one hard-surfaced parking space per unit. Other uses identified in the zone shall comply with provisions in Chapter 17.44

Section 10. SHMC 17.18.020 PERMITTED USES is amended to include the following as subsection A, with the existing subsections re-lettered to follow:

- A. Duplexes, multi-family dwellings and residential facilities shall be subject to the requirements of the R-3 zone [SHMC 17.14].

Section 11. SHMC 17.18.020(l)(1) and (l)(5) are amended to read as follows:

- 1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store, not including adult-oriented uses;
- 5. Eating or drinking establishments such as restaurant, tavern or cocktail lounge, not including adult-oriented uses;

Section 12. SHMC 17.18.030 SPECIAL USES is amended to include the following as subsection I:

I. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.

Section 13. SHMC 17.18.040 CONDITIONAL USES is amended to include the following as subsection J, with the remaining existing subsections re-lettered to follow:

J. Open Storage complying with SHMC 8.04.030

Section 14. SHMC 17.18.050(A) is amended to read as follows:

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the C-1 Zone:

Minimum Lot Area	
Multi Family (3 or More)	9,000 square feet (parcel) 1,500 square feet per unit
All Other Development	None
Minimum Setbacks	
Front Yard	0 feet
Side Yard	0 feet
Street Side Yard	0 feet
Rear Yard	0 feet
Front Yard (adjacent to "R" zone)	20 feet
Side Yard (adjacent to "R" zone)	10 feet
Street Side Yard (adjacent to "R" zone)	15 feet
Rear Yard (adjacent to "R" zone)	10 feet
Maximum Structure Height	
Principal and Accessory Building	40 feet
Maximum Lot Coverage	100%

Section 15. SHMC 17.20.020 PERMITTED USES is amended to include the following as subsection A, with the existing subsections re-lettered to follow:

A. Duplexes, multi-family dwellings and residential facilities shall be subject to the requirements of the R-3 zone [SHMC 17.14].

Section 16. SHMC 17.20.020(T) is amended to read as follows:

T. Warehouse, storage facility including mini-storage.

Section 17. SHMC 17.20.020(W)(1) and (W)(5) are amended to read as follows:

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store, not including adult-oriented uses;

5. Eating or drinking establishments such as restaurant, tavern or cocktail lounge, not including adult-oriented uses;

Section 18. SHMC 17.20.030 SPECIAL USES is amended to include the following as subsection I:

I. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.

Section 19. SHMC 17.20.040 CONDITIONAL USES is amended to include the following as subsection H, with the remaining existing subsections re-lettered to follow:

H. Open Storage complying with SHMC 8.04.030

Section 20. SHMC 17.20.050(A) is amended to read as follows:

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the C-2 Zone:

Minimum Lot Area	
Multi Family (3 or More)	9,000 square feet (parcel) 1,500 square feet per unit
All Other Development	None
Minimum Setbacks	
Front Yard	20 feet
Side Yard	0 feet
Street Side Yard	20 feet
Rear Yard	0 feet
Side Yard (adjacent to "R" zone)	10 feet
Rear Yard (adjacent to "R" zone)	10 feet
Maximum Structure Height	
Principal and Accessory Building	35 feet
Maximum Lot Coverage	100%

Section 21. SHMC 17.22.040 CONDITIONAL USES is amended to include the following as subsection F, with the remaining existing subsections re-lettered to follow:

F. Adult-oriented uses.

Section 22. SHMC 17.22.060 DEVELOPMENT STANDARDS is amended to include the following as subsection I, with the remaining existing subsections re-lettered to follow:

I. Adult-oriented uses. Where allowed by conditional use, adult-oriented uses shall meet the following standards:

1. An adult-oriented use shall not be established or expanded within 500 feet of any residential zone or use.
2. An adult-oriented use shall not be established or expanded within 500 feet of the property line of a church, school, or public park.

Section 23. SHMC 17.24.060 DIMENSION STANDARDS is amended to read as follows:

17.24.050 DIMENSIONAL STANDARDS

A. The following dimensional standards shall be required for all development in the Public Facility Zone:

Minimum Lot Area	Sufficient to allow the use and comply with setback requirements.
Minimum Setbacks (to Use)	
Front Yard – Adjacent to Non-residential	None
Front Yard - Adjacent to Residential	15-feet
Side Yard – Adjacent to Non-residential	None
Side Yard - Adjacent to Residential	15 feet
Rear Yard – Adjacent to Non-residential	None
Rear Yard – Adjacent to Residential	15 feet
Maximum Structure Height	60 feet
Maximum Lot Coverage	80%

B. Minimum setback: where a front, side, or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

Section 24. SHMC Chapter 17.26 RECREATION COMMERCIAL ZONE (RC) is renumbered to be SHMC Chapter 17.25

Section 25. SHMC 17.25.020(G) is amended to read as follows:

G. Eating and drinking establishment, not including adult-oriented uses.

Section 26. SHMC 17.25.030 SPECIAL USES is amended to include the following as subsection I:

I. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.

Section 27. SHMC 17.25.050(A)(3) is amended to read as follows:

3. Minimum yard setbacks:
 - a. Front, from either a public or private street, shall be a minimum of 15 feet;
 - b. Side shall be a minimum five feet with a combined minimum of 12 feet;
 - c. Street side shall be minimum of 15 feet;
 - d. A garage/carport shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
 - e. Rear shall be a minimum of 20 feet.

- Section 28. SHMC 17.25.050(A)(5) is amended to read as follows:
5. Building coverage shall not exceed 40% of the land area.
- Section 29. SHMC 17.25.050(B)(2)(e) is amended to read as follows:
- B. Single-family attached dwellings shall meet the following standards.
 - e. A garage/carport shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
- Section 30. SHMC 17.25.050(B)(4) is amended to read as follows:
4. Building coverage shall not exceed 60% of the land area.
- Section 31. SHMC 17.25.050(B) is amended to include the following subsection (5) with the remaining existing subsections renumbered to follow:
5. A carport or garage is required.
- Section 32. SHMC 17.25.050(C)(2)(d) is amended to read as follows:
- d. A garage/carport shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
- Section 33. SHMC 17.26.020(B)(1) and (4) are amended to read as follows:
1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store, not included adult-oriented uses;
 4. Eating or drinking establishments such as restaurant, tavern or cocktail lounge, not included adult-oriented uses; except drive-up, -in or -through facilities shall not be permitted
- Section 34. SHMC 17.26.030 SPECIAL USES is amended to include the following as subsection I:
- I. Lot Division for Middle Housing, subject to the provisions in Chapter 17.72.
- Section 35. SHMC 17.42.030(N) is amended to read as follows:
- N. Unimproved Street. Development of property adjacent to an unimproved right-of-way shall require the installation of an improved surface to meet fire code requirements and the submittal of a development agreement to participate in future street improvements, conforming to the regulations in SHMC 17.58.050(B)(2).
- Section 36. SHMC 17.42.050(A)(2) is amended to read as follows:
2. When located on an arterial or collector street, as designated in the City's adopted Transportation System Plan.

Section 37. SHMC 17.42.110(A)(4) is amended to read as follows:

4. No more than 2 single-family detached dwellings or 2 duplexes shall have their sole access to the easement. Easements serving 2-3 homes or 2-3 duplexes shall comply with the provisions for a Residential Neighborhood Street. Easements serving 4 or more homes, or 4 or more duplexes shall comply with the local street standards and Chapter 17.110 Subdivision standards.

Section 38. SHMC 17.44.020(A) is amended to read as follows:

- A. Application. Except as modified or restricted elsewhere within this Development Code, the provisions of this Chapter shall apply to the following types of development:
 1. Any new building or structure erected after the effective date of this Development Code.
 2. For existing commercial, industrial, or multifamily residential structures, the construction or provision of additional floor area, seating capacity, or other expansion of an existing building or structure.
 3. For existing single family or duplex residences, any expansion greater than 50% of the original floor area.

Section 39. SHMC 17.44.080(B) is amended to read as follows:

- B. Parking Spaces. Parking spaces shall be a minimum 9-feet wide and 20-feet in length. Up to 20% of the parking area may contain "compact spaces" with dimensions of 8 feet in width and 16 feet in length.

Section 40. SHMC 17.50.050(L) is amended to read as follows:

- L. Wall Sign. A display surface flat directly adhered onto a building or structure.

Section 41. SHMC 17.50.110 is amended so as to delete subsection (H).

Section 42. SHMC 17.52.030(C)(1) is amended to read as follows:

1. Barbed wire is permitted on top of a six-foot tall fence in non-residential zones only. The total height of the fence and barbed wire is limited to seven feet. Barbed-wire-only fences are prohibited except as allowed in subsection "a." below:
 - a. Livestock Containment. Where cattle, sheep, horses or other livestock are permitted or existed when the property was annexed to The City, barbed wire is permitted when used to contain or restrict livestock provided that the fences are posted at 15-foot intervals with clearly visible warnings of the hazard.

Section 43. SHMC 17.56.040(B) is amended to read as follows:

- B. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features may project not more than 2.5 feet into a required side yard, provided the chimneys and flues shall not exceed 6 feet in width.

Section 44. SHMC 17.58.050(B)(2) and (3) are amended such that the word “non-remonstrance” is deleted, and the word “development” is inserted.

Section 45. SHMC 17.66.020(E) is amended such that the word “purposes” is deleted.

Section 46. SHMC 17.70.010(A) is amended to include subsection 4, that reads as follows:

- 4. An accessory structure shall be separated from all other structures by a minimum of 6 feet.

Section 44. SHMC 17.72.030(C)(1) is amended such that the term “R-3” is deleted, and the term “R-2” is inserted.

Section 45. SHMC 17.72.040 is created to read as follows:

17.72.40 LOT DIVISIONS FOR MIDDLE HOUSING

A. *Background.* Senate Bill 458 was adopted by the Oregon Legislature in 2021 as a follow-up to House Bill 2001 (which legalized middle housing in many cities throughout the state) and allows lot divisions for middle housing that enable them to be sold or owned individually.

B. *Purpose.* To allow middle housing lot divisions for any HB 2001 middle housing type (duplexes, triplexes, quadplexes, townhouses, and cottage clusters) built in accordance with ORS 197.758. Senate Bill 458 only applies to middle housing land divisions permitted on or after June 30, 2022.

C. *Submittal Requirements.* The applicant shall prepare and submit a tentative plan for the division including the following:

- 1. A proposal for development of middle housing in compliance with the Oregon residential specialty code and applicable middle housing land use regulations,
- 2. Separate utilities for each dwelling unit,
- 3. Easements,
 - a. Easements shall be submitted in a form approved by the City and address specific issues like maintenance and repair, cost-sharing, access, notice, damage, disputes, etc.
 - b. Types of easements include:
 - i. Locating, accessing, replacing and servicing all utilities;

- ii. Pedestrian access from each dwelling unit to a private or public road;
 - iii. Any common use areas or shared building elements;
 - iv. Any dedicated driveways or parking; and
 - v. Any dedicated common area.
4. One dwelling unit per each resulting lot or parcel (except common areas), and
5. Demonstration that the buildings will meet the Oregon residential specialty code and
6. Homeowners Association information or maintenance plans if the division results in any dedicated common areas.

D. Additional Requirements and Prohibitions

1. Further division of the resulting lots or parcels is prohibited.
2. Notation in the final plat indicating approval was provided under SB 458 is required.
3. Where a lot of parcel abuts a street, street frontage improvements are required (consistent with House Bill 2001).
4. Hard surfaced pedestrian connectivity from each unit to the sidewalk of the adjacent public or private road is required.
5. If the original parcel did not previously provide a dedication, right-of-way dedication is required.
6. Vertical divisions shall not be allowed (i.e. divisions in which one or more units of middle housing is not on the ground floor).
7. If the proposed division results in any shared common areas, the formation of a Homeowners Association to maintain such areas is required.

E. Decision Criteria

1. Each original parcel/parent lot shall satisfy the dimensional standards of the applicable zone.
2. The original parcel/parent lot shall meet the Development Standards for Land Division of Chapter 17.58.
3. Existing dwellings and accessory structures on the original parcel/parent lot shall comply with the setback requirements of the applicable zone, including accessory structures which have a setback established by the building size.

4. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped, not developed to their maximum density, or landlocked, consideration will be given to extending appropriate access to those properties in accordance with provisions in Chapters 17.42 and 17.44.

F. Final Plat Approval

1. *Survey.* A final survey of the approved plat shall be recorded within two years of the final decision. Failure to record a plat within the required time period shall void the approval and require a new partitioning application.
2. *Final approval.* The City Manager shall sign the final plat if the plat substantially conforms to the approved preliminary plat, and if the conditions of approval are satisfied.
3. *Final plat.* The final plat shall conform to the requirements in ORS Chapter 92 and applicable County surveying requirements.
4. *Recording of approved plat.* The final Plat shall be recorded with Linn County and a copy of the recorded document shall be submitted to The City. The applicant shall be responsible for all recording fees.
5. *Sale and development.* No parcel shall be sold, transferred or assigned until the final approved Plat is recorded and evidence of the recording is submitted to The City. Building permits shall not be issued prior to recording of the final plat if the proposed structure will violate this Code absent recording the partition.
6. *Validity.* Middle Housing lot division approval is valid in perpetuity upon recording of the final surveyed plat.

G. Expedited Land Division

1. When an expedited land division for residential use is requested by an Applicant, The City shall use the procedures for expedited land divisions specified under ORS 197.365 in lieu of the procedures described in Chapter 17.98, if the application complies with the conditions and standards of ORS 197.360 through 197.380.

Section 46. SHMC 17.90.030 TABLE OF LAND USE APPLICATION PROCEDURES is amended to include the following row within the table:

Land Use Action	Type	Staff	Planning Commission	City Council
Vacation and Dedication of Public Ways	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed

Section 47. SHMC 17.108.020 PROCESS is amended to read as follows:

17.108.020 PROCESS

Proposed alterations of nonconforming uses shall submit a Conditional Use application, which shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

Section 48. SHMC 17.108.030 APPLICATION is amended to read as follows:

17.108.030 APPLICATION

A Conditional Use application for an alteration or expansion of a nonconforming use shall be filed with the City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126. The application shall contain sufficient information and/or plans to address the decision criteria.

Section 49. SHMC Chapter 17.119 VACATION AND DEDICATION OF PUBLIC WAYS is created to read as follows:

17.119 VACATION AND DEDICATION OF PUBLIC WAYS

17.119.010 GENERALLY

- A. Upon receiving a proposal to vacate or dedicate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, or before initiating such vacation or dedication proceedings on its own motion, the Council shall refer the proposal to the Planning Commission.
- B. The Planning Commission shall review the proposal, hold hearings thereon as it deems proper and make recommendations to the Council.
- C. In the event that the Council finds that immediate action is necessary to initiate proceedings for vacation or dedication before the proposal is referred to the Planning Commission for consideration, the Council may proceed, but the Planning Commission shall be promptly advised and afforded an opportunity to make recommendations at the hearing before the Council.
- D. Notwithstanding the provisions above, any vacation of any street, avenue, boulevard, alley, plat, public square, or other public place must comply with State Law. See Oregon Revised Statutes 271.080 through 271.230.

Section 50. Should any section, clause, or provision of this ordinance be declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the Ordinance as a whole or of the remaining sections. Each section, clause, and phrase are declared severable.

Section 51. This ordinance takes effect and becomes operative 30 days after the day on which it is passed by the Council.

PASSED by the Council and approved by the Mayor this ___ day of _____, 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



CITY OF SWEET HOME ADMINISTRATION, FINANCE AND PROPERTY COMMITTEE MINUTES

May 17, 2023, 4:00 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.

Call to Order

The meeting was Called to Order at 4:00 PM.

Roll Call

PRESENT

Councilor Dave Trask
Councilor Greg Mahler
Chair Josh Thorstad

STAFF

City Manager Kelcey Young
Communications Manager Adam Leisinger
Community and Economic Development Director

New Business

- a) Interviews for Public and Traffic Safety Committee

The Committee interviewed candidates for the Traffic Safety Committee. They will make their recommendation for City Council.

Adjournment

With no further business, the meeting adjourned.

Chair

ATTEST:

City Manager – Ex Officio City Recorder

MEMORANDUM



TO: City Council
FROM: Kelcey Young, City Manager
DATE: June 27, 2023
SUBJECT: July City Council Work Session

The City Council Work Session scheduled for July 11th has been canceled so staff and Council can focus on community activities for Sportsman Holiday.

The Regular City Council meeting will be held July 25th at 6:30 PM.



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

Sweet Home Public Library

Statistics

May 2023	This month May 2023	Last month April 2023	Year to date 2023	Previous year 2022
Patron Activity				
Door Count	2827	2797	14163	30342
Program participants (all ages)	156	152	632	589
Total programs(all ages)	9	12	56	41
Circulation and Renewals				
Checkouts & renewals	4755	4964	24733	52702
E-audio & E-book checkouts	568	578	2776	5692
Total items checked out	5323	5542	27509	58394
Public Computers				
Logins	189	247	1099	2497
Resource Sharing Savings				
Cost savings	4963.28	6380.41	26,911.43	35892.88
Items borrowed by consortium libraries	299	442	1712	2949
Items borrowed from consortium libraries	313	330	1639	2873
Volunteer Hours				
Hours worked by volunteers	50.5	46	230.5	528
New Library Patrons				
New patron cards issued	48	43	248	606

Events this month: Our walking study group got started at the end of May. We have 14 participants. Our Story time with a cop saw almost 30 kids and their adults, this was very chaotic in our small space. Our Community Read has started. Discussion dates are in August. Summer Reading started June 1.

Building updates: Minor updates from our monthly safety inspection. We also did some reorganizing as we are looking to create more space for adding in a second librarian position.

Items of note: Our circulation numbers are slightly off because our staff access to the catalog system was down for a week and our work around was through Albany's system. This also prevented our library patrons from requesting materials online. The City budget has been passed by City Council and our job posting for a Programming Librarian has been posted. Initial review starts June 16.

MEMORANDUM



TO: City Council
Kelcey Young, City Manager
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: June 27, 2023

SUBJECT: Community and Economic Development Department Report for May 2023

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from May 1st to May 30th, 2023.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	May, 2023	April, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	2	0	3	36	27.4
Residential Demolition	0	0	3	9	8.4
Residential Manufactured Dwellings	0	0	0	2	11.6
Residential Mechanical Permits	12	6	34	100	106
Residential Plumbing	4	4	12	30	29
Residential Site Development	0	0	0	1	0.6
Residential Structural	2	3	11	54	51.8
Commercial Alarm or Suppression Systems	0	0	1	1	3.2
Commercial Demolition	0	0	5	2	3.4
Commercial Mechanical	0	1	3	17	17
Commercial Plumbing	4	1	8	5	9.8
Commercial Site Development	0	0	0	5	2.8
Commercial Structural	2	2	7	33	38.4
Total Permits	26	17	87	295	309.4
Value Estimate of All Permits	\$2,464,700.89	\$244,498.00	\$4,275,500.94	\$30,928,533.31	\$20,430,248.58
Fees Collected	\$24,254.57	\$5,283.29	\$47,933.56	\$336,902.20	\$258,215.53

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
 - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway.
 - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway.
 - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41st Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
 - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. The new owner is planning on constructing 8 duplexes (16 housing units) on the lots. The construction timeline is unknown, but work is underway.
 - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. The construction timeline is unknown.
 - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
 - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45th Avenue, just north of Kalmia Street. Planning approval was granted in June. Right-of-Way construction is nearly complete.

2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	May, 2023	April, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Annexations	0	0	0	1	0.4
Code Amendments	1	0	1	1	0.8
Conditional Use	0	0	2	11	8.8
Partition	0	0	1	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	0	0	0	21	13.4
Vacation	0	0	0	0	0
Variance	0	1	1	3	3.6
Zoning Map Amendment	1	0	1	1	2.2

- 3 Land Use Applications were submitted in May.
- 5 Land Use Applications are pending final approval.
- 10 Fence Permits were issued in May.
- 1 Temporary RV Permits were issued in May.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. Staff and the consultant have begun work on the project.
- The Planning Commission last met on June 15th. The next scheduled meeting is July 6th, 2023.

3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council at the June 28th work session, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- Staff recently gathered a group of business and property owners to discuss efforts to improve Downtown Sweet Home. The initial meetings of this 'Downtown Focus Group' have been productive, and the participants are excited with the ideas generated thus far.

4. CODE COMPLIANCE

- Summary of Actions.

Case Status	May, 2023	April, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
New Complaints-Residents	44	41	94	103	90.3
New Complaints-Officer	12	0	18	71	72.5
Violations Resolved	3	15	43	98	248.6
Complaints Noted with No Violation Found	22	13	40	23	22.8
Open Cases at End of Period	44	13	44	73	22.7
Citations	9	0	14	0	3
Abatements	0	0	0	3	1
Enforcement Type	May, 2023	April, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Animal	4	6	13	29	43
Blight	0	3	3	0	1
Illegal Burn	2	0	2	2	1.8
Illegal Dumping	0	0	0	1	0.6
Illegal Parking	1	0	1	6	9
Illegal Sign	1	0	1	0	2.2
Junk/Abandoned Vehicle	9	3	12	16	10.4
Minimum Housing	0	0	0	0	2.6
Occupying an RV	10	9	25	21	37.8
Open Storage	19	8	29	30	59.8
Other	5	2	8	7	18
Public Nuisance	0	3	3	6	40
Public Right-of-way	0	3	3	0	10.2
Tall Grass & Weeds	5	2	6	51	108.4
Vacant Lot	0	2	2	0	0.2

The City's Code Compliance Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations.

5. PARKS

- The Park and Tree Committee will meet next on June 21st, 2023.
- Staff have applied for a grant from the Oregon Park and Recreation Department for Phase III of Sankey Park improvements, which will include a replacement structure for the now-demolished bandstand and trail connections to the upper portion of the park. The application has passed the first review, and Staff are preparing to give a presentation to the grant review committee on June 27th.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.

6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff recently met with representatives of several state agencies at a “one stop” meeting and have a tentative plan for financing that will include a package of both forgivable loans and other loans with very attractive interest rates. Staff have submitted all the initial loan applications and are continuing to supply information to funding agencies to finalize the financing.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Staff is working with ODOT on a pedestrian crossing at 22nd Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. The Council has approved an amendment to the IGA with ODOT to cover the pedestrian crossing. The crossing is not yet operational but is expected to be fully complete soon.
- Engineering on the 2nd Avenue/Holley Road pedestrian crossing, which is funded by a Safe Routes to School Grant, is complete and a Request for Proposals for the work has been issued. A contract for the remaining work has been signed, and the contractor has ordered materials and equipment.

MEMORANDUM



TO: Kelcey Young, City Manager
FROM: Greg Springman, Public Works Director
DATE: June 27, 2023
SUBJECT: Public Works Activities Report – May 2023

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

This table section summarizes work done on key maintenance activities.

Work Type	May, 2023	April, 2023	2023 YTD	2022	3 Yr Avg
Bathrooms/Garbage	18	17	65	168	360
Catch Basin Inspection/cleaning	10	0	11	3	13
Leaf Collection	0	0	1	1454	1105
Hydrant Flushing	0	0	35	200	276
Locates	45	45	220	498	479
Meter Re-Read	37	56	241	613	705
Mowing	39	18	59	117	95
Playground EQ Inspection	1	2	10	68	72
Pothole Repair	56	19	315	416	513
Sewer CCTV Miles	0.08	0.08	2.70	0.40	0.71
Street Sweeping Miles	6	75	381	1180	2072
Water Main Repair	0	0	3	11	12
Water Service Repair	2	1	8	38	30
Water Turn Ons/Offs	47	65	289	568	762
Total Completed Work Orders	554	472	2872	6790	7137

WWTP and WTP Key Performance Indicators (KPIs)

	April, 2023	March, 2023	2023 YTD	2022	5 Yr Avg
Potable					
MG Treated	25.15	25.91	105.48	346.58	389.07
Backwash Water in MG	0.84	0.95	3.78	15.66	19.99
Ave daily demand in MG	0.84	0.84	0.88	0.95	1.07
Sanitary					
MG Treated	94.47	80.44	295.92	677.61	587.83
Max Daily Flow in MG	5.21	3.48	5.21	6.01	6.01
Average Flow in MG	3.15	2.68	2.49	1.86	1.61

MG is Million Gallons

Note: Sweet Home Wastewater treatment plant experienced 1 exceedance for the month of April 2023.

- On 4_10_2023 we experienced a sanitary sewer overflow when we had more rain than we could pump through the facility. Pumps maxed out flow through facility and remainder went to Ames Creek

Current & Upcoming Projects

Small Diameter Water Main Replacement – 9th Avenue

Scope: Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains starting with 9th Avenue.

Status: Project RFP bids from Contractors have been submitted. Staff awarded Project in September 2022. Construction commenced April 7, 2023. Construction completed June 2023.

Water Master Plan – West Yost

Scope: Develop Water Master Plan to support development.

Status: Water Master Plan is scheduled for completion in March 2023. West Yost submitted final draft of the Water Master Plan, June 2023.

Stormwater Master Plan – West Yost

Scope: Develop Stormwater Master Plan to support development

Status: Stormwater Master Plan is scheduled for completion in June 2023.

Backwash Pump Evaluation – West Yost

Scope: Install backwash pump, utilizing the clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

Status: Project awarded to Pacific Excavation. Backwash pump has been back ordered, projected arrival date was changed from November 2022, until July 2023.

Finished Water Pump VFD Evaluation – West Yost

Scope: Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate backwash pumping.

Status: Project awarded to Pacific Excavation, with VFD installation coordinated with The Automation Group (TAG). Projected pump arrival date was changed from November 2022, until July 2023.

Fluoride at WTP

Scope: Fluoride system at WTP has failed/End of life budgeted for replacement this FY23.

Status: Replacement parts have been received by TAG and will be programmed prior to installation.

Water Meter Modernization

Scope: Replace water meters through the entire water distribution system.

Status: Public Works staff purchased 3200 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 3100 meters to date, project is 97% complete.

Mahler WRF - Interim Improvement Project

Scope: Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating. Staff and West Yost prepurchase new dewatering equipment (screw press), sludge blend tank, and additional electrical components for the wastewater treatment plant as part of the upgrade project.

Status: PW staff and West Yost design, created bid documents for the project. IIP broke ground in March 2023 and is on schedule to complete in July 2023.

MEMORANDUM



TO: CITY COUNCIL
FROM: Greg Springman, Steven Haney and Trish Rice
Public Works
DATE: June 27, 2023
SUBJECT: Mahler WRF Project Update

Public Works staff and our engineering consultant West Yost would like to keep City Council updated on the Mahler WRF Upgrades Project. This update will be provided on a monthly basis and contains the following sections:

- Section 1. Project Overview and Current Status
- Section 2. Project Schedule Update & City Council Engagement
- Section 3. Project Budget Status Update
- Section 4. Updates on Key Issues

1. PROJECT OVERVIEW AND CURRENT STATUS

MWRF Interim Improvements Project (MWRF IIP)

The MWRF IIP includes 4 discrete projects that are all being completed on a parallel track to assure the City's \$7 Million in grant funding from the Oregon Legislature is fully expended by June 30, 2023. City staff have worked with the City's Planning Department to secure all necessary building permits and the project is moving forward quickly.

Sludge Blend (SB) Tank

The City's new Sludge Blend Tank constructed by Baker Silo is substantially complete and has now been drained to allow Boede Construction to make piping connections.

Electrical Equipment Procurement by City Integrator of Record

The Automation Group is procuring long-lead electrical equipment for the SHMWRF project, including a new standby diesel engine generator set and the main electrical switchgear that will serve the facility.

Owner-Supplied Solids Dewatering Equipment

FKC has delivered the new solids dewatering screw press to the site, where it was unloaded and placed on a temporary concrete foundation poured by Boede Construction. The screw press installation is now being completed by Boede.

MWRF IIP Site Improvements

Boede Construction continues to work on the IIP Site Improvements full speed ahead!

SHMWRF Improvements Project

The Sweet Home Mahler Water Reclamation Facility (SHMWRF) Improvements Project is the larger treatment plant expansion for which design is currently being finalized by West Yost's design team.

The Draft Final Contract Documents (CDs) have been reviewed by City staff and Oregon DEQ and West Yost is on track to deliver the Final CDs by Friday, June 30th.

West Yost is also finalizing the updated Preliminary Engineering Report (PER), Engineers Opinion of Probable Construction Cost (EOPCC), updated Environmental Assessment (EA) and Biological Assessment (BA) as well as the Joint Permit Application (JPA) for the project and new South Santiam River outfall.

2. PROJECT SCHEDULE UPDATE & CITY COUNCIL ENGAGEMENT

Below is the current project schedule for the MWRF IIP and larger MWRF Improvements Project.

	2022			2023				2024	2025	2026
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1 – Q4	Q1 – Q4	Q1 – Q4
MWRF Interim Impr. Project (IIP)										
MWRF Impr. Project										
Planning & Design			Bidding & Contracts				Construction			

Following are current Requests for Council Actions (RCA):

Upcoming Requests for Council Action (RCA) are summarized in this section to give City Council advance notice of anticipated City Council engagement related to the MWRF Improvements Project.

Future City Council Requests for Council Action:

Future City Council engagement and Requests for Council Action are anticipated as follows:

- SHMWRF General Contractor Pre-Qualification Re-advertisement – RCA timing TBD
- 3rd Party Special Inspections and Testing Services Contract Award – RCA timing TBD
- Electronic Construction Document Control System Contract Award – RCA timing TBD
- MWRF Improvements Project Bid Award – RCA timing TBD

Other City Council Presentations and Activities:

City and West Yost staff anticipate providing a presentation to update City Council on the SHMWRF Improvements Project design, permitting, funding and other elements once the design is completed at the end of the month.

3. PROJECT BUDGET STATUS UPDATE

The following budget status updates provide a high-level review of contract amounts and expenditures for engineering services, Owner-supplied electrical equipment, Construction, 3rd Party Special Inspections and Testing, and the Electronic Construction Document Control System.

With respect to the SHMWRP Interim Improvements Project (IIP), City staff is on track to fully spend \$7 Million in Oregon Legislature grant funding by June 30, 2023.

a. Construction

Construction has begun on the MWRP IIP, including construction of the sludge blend tank, procurement of the FKC screw press and completion of the MWRP IIP Site Improvements. No payment estimates have been submitted or paid as of the date of this monthly project update.

Current Paid Amount: \$1,096,448.00 has been paid to Baker Silo

Current Paid Amount: \$393,622.91 has been paid to Boede Construction

Current Paid Amount: \$599,005.40 to FKC

Current Paid Amount: \$28,035.00 has been paid to TAG for IIP Instrumentation and Controls

b. Owner-Supplied Electrical Equipment

Owner-Supplied Electrical Equipment included a new standby generator and the new MWRP main switchgear are being supplied by the City's Integrator-of-Record The Automation Group (TAG).

Current Paid Amount: \$130,740.14 has been paid to TAG for the new MWRP Switchgear and Standby Generator

c. 3rd Party Special Inspections and Testing Services

Third Party Special Inspections and Testing Services are being provided by FEI on the MWRP IIP Project.

Current Paid Amount: \$5,187.95 has been paid to FEI.

d. Electronic Construction Document Control System (ECDCS)

No funds have currently been expended on the ECDCS.

e. Engineering Services

Staff completed and provided comments to West Yost on the MWRP Improvements Project 60% Design. West Yost is now working on 90% final design of the project, with completion of final design set for June 30, 2023.

Firm	Dates	Purpose	Contract Amount	% Complete
Murraysmith ⁽¹⁾	2018 – 2021	Preliminary and Final Design	\$2,134,373	100%
West Yost	Jul 2021	Final Design Review	\$66,224	100%
West Yost ⁽²⁾	Aug 2021 – present	Project Planning, Permitting, Preliminary and Final Design	\$4,989,208	79%
West Yost ⁽³⁾	Feb. 2023 thru Oct. 2026	Engineering Services During Construction (ESDC)	\$879,670	15%

(1) Contract Amount listed is actual amount paid to Murraysmith by City.

(2) West Yost is currently contracted to complete final design of the MWRP Improvements Project.

(3) A portion of West Yost's original contract for Engineering Services During Construction (ESDC) MWRP Phase 1 Improvements Project that was cancelled are being utilized for ESDC on the MWRP IIP. Remaining funds in this contract will be utilized for bidding and construction services on the MWRP Improvements Project.

4. UPDATES ON KEY ISSUES

- **MWRF IIP Project Status.** Construction continues on the SHMWRF Interim Improvements Project. The project is on track to spend the \$7 Million Oregon Legislature grant funding by June 30, 2023. IIP construction will be completed this summer.
- **Preliminary Engineering Report (PER) Update.** West Yost has submitted the updated Preliminary Engineering Report (PER), which includes the updated Engineer's Opinion of Probable Construction Cost (EOPCC) for the SHMWRF Improvements Project.
- **Outfall Permitting and "Crosscutters".** West Yost and Pacific Habitat are finalizing the Environmental Assessment (EA) and Biological Assessment (BA) required for funding and permitting the project. It is anticipated the updated documents and the Joint Permit Application (JPA) will be completed by June 30, 2023.
- **Oregon DEQ Air Quality Permitting.** West Yost has completed the air quality permit application for submittal to Oregon DEQ by City staff.
- **MWRF Improvements Project Funding.** Staff are now meeting on a monthly basis with representatives from USDA, DEQ and Business Oregon to discuss project funding. The DEQ Regional Solutions Team (RST) is also engaged on the project and in these meetings. Staff are also coordinating with the EPA regarding WIFIA funding for the project.

Cc: Dept. Heads



SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
1950 Main Street
Sweet Home, OR 97386
(541) 367-5181 Fax (541) 367-5235

April

	This Month	Last Month	Last Year	Year to Date	5 Year
	04/30/23	03/31/23	04/30/22	04/30/23	
Call Volume	796	749	714	3142	2752
CAD Calls	1622	1418	1330	6057	5457
ONIBR Person Crimes	27	16	10	81	60
ONIBR Person Crimes Cleared	21	12	4	62	45
ONIBR Property Crimes	56	52	38	223	162
ONIBR Property Crimes Cleared	15	17	8	69	44

Trends:

Our person crimes clearance rate is sitting at 78%.

Our property crime clearance rate is still sitting higher than usual at 27%.



SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
1950 Main Street
Sweet Home, OR 97386
(541) 367-5181 Fax (541) 367-5235

May

	This Month	Last Month	Last Year	Year to Date	5 Year
	05/31/23	04/30/23	05/31/22	05/31/23	
Call Volume	940	796	807	4083	3539
CAD Calls	1729	1622	1407	7787	6925
ONIBR Person Crimes	27	27	16	108	79
ONIBR Person Crimes Cleared	24	21	14	86	60
ONIBR Property Crimes	49	56	45	272	144
ONIBR Property Crimes Cleared	22	15	12	91	33

Trends:

Our person crimes clearance rate is sitting at 89%.

Our property crime clearance rate is still sitting higher than usual at 45%.