



CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:
guestwifi

October 23, 2018, 6:30 p.m.
Sweet Home Police Department, 1950 Main Street
Sweet Home, OR 97386

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

A. Call to Order and Pledge of Allegiance

B. Roll Call:

Councilor Briana	Councilor Gourley
Councilor Coleman	Mayor Mahler
Councilor Gerson	Councilor Trask
Councilor Goble	

C. Consent Agenda:

- a) Approval of Minutes: October 09, 2018 (pg. 3-5)

D. Recognition of Visitors and Hearing of Petitions:

E. Old Business:

F. New Business:

- a) Request for Council Action – GovernmentJobs.com Agreement (pg. 6-18)
- b) Request for Council Action – Drug Free Transportation Consortium Agreement (pg. 19-27)
- c) Request for Council Action – OLCC Permit – Speedee Mart (pg. 28-43)
- d) Request for Council Action – City Hall Bid Documents (pg. 44-56)
- e) Request for Council Action – City Hall Zone Change (pg. 57-69)
- f) Request for Council Action – Capitol Christmas Tree Booking Agreement (pg. 70-76)
- g) Request for Council Action – Water System Leak Detection Survey (pg. 77-84)
- h) Request for Council Action – Resolution No. 15 for 2018 – Peer Court IGA (pg. 85-95)
- i) Information Only – City of Sweet Home Personnel Policy Update (pg. 96-164)

G. Ordinance Bills

- i. Introduction and Request for Ordinance
- ii. First Reading of Ordinance Bills
- iii. Second Reading of Ordinance Bills
- iv. Third Reading of Ordinance Bills (Roll Call Vote Required)

H. Reports of Committees:

- a) Mayor's Report
- b) City Manager's Report

- c) Department Director's Reports:
 - i. Finance Director
 - (1) FD Monthly Report (pg. 165-166)
 - (2) Quarterly Projections (pg. 167-170)
 - (3) Checks by Date (pg. 171 - 174)
 - (4) Revenue vs. Expenses (pg. 175-179)
 - ii. Library Services Director
 - (1) Library Director's Report (pg. 180)
 - (2) Circulation Stats by Item (pg. 181)
 - (3) Patron Stats – July – Sept, 2018 (pg. 182)
 - (4) Library Advisory Board Minutes 09-13-18 (pg. 183-184)
 - iii. Community and Economic Development Director
 - iv. Police Chief
 - (1) Department Statistics (pg. 185)
 - v. Public Works Director
 - vi. City Attorney's Report

I. Reports of City Officials:

Administrative & Finance/Property	Goble
Public Safety/Traffic Safety	Briana
Public Works	Mahler
Park and Tree Committee	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Fire District	Trask
Council of Governments	Gerson
Area Commission on Transportation	Briana
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley
Capitol Christmas Tree Committee (Minutes 10-02-18) (pg. 186)	Coleman

J. Council Business for Good of the Order:

K. Adjournment

SWEET HOME CITY COUNCIL
MEETING MINUTES

October 09, 2018

Mayor Mahler called the meeting to order at 6:30 p.m. in the Sweet Home Police Department. The Pledge of Allegiance was recited.

Staff Present: City Manager Ray Towry, Library Services Director Rose Peda, Finance Director Brandon Neish, City Attorney Robert Snyder, Community and Economic Development Director Jerry Sorte, Public Works Director Greg Springman, Police Chief Jeff Lynn and Recording Secretary Julie Fisher.

Visitors Registered to Speak: Dana and Dewi Flores

Media: Sean Morgan, The New Era
Alex Paul, Albany Democrat Herald

Roll Call:	Councilor Briana	P	Councilor Gourley	P
	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Trask	P
	Councilor Goble	P		

Consent Agenda: Motion was made to approve the Consent Agenda as submitted. (Trask/Gerson) Motion passed with 7 Ayes, 0 Opposed, 0 Absent

Items on the consent agenda are as follows:
Approval of Minutes: September 25, 2018 – Regular Meeting

Recognition of Visitors & Hearing of Petition:

Special Department Reports:
Police Dept Sergeant Cummings
Streets Greg Springman
Water Dist. Lead Wes Glen
Fleet Mechanic Tim Riley
Park Crew Lead Kevin Makinson
Library Joy Kistner
Finance Dept Cindi Robeck
CED Jerry Sorte
Executive Dept Julie Fisher

Staff from each department gave a brief report to the Council on projects and improvements that have taken place in the past year.

Mayor Mahler commended every department and added this week he has received three calls from citizens regarding excellent service they have received from City staff.

Old Business: None

New Business:

Request for Council Action –
Appointment to the Charter Review
Committee

Motion to appoint Dave Holley to the Charter Review Committee. (Gourley/Coleman). Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

Request for Council Action – 2017-
2018 Budget Review/Year End

Finance Director presented the request to approve transfers within the General Fund from non-departmental to Finance as

Transfers Resolution

Resolution No. 15 for 2018. **Motion to approve Resolution No. 15 for 2018 – A Resolution Authorizing Transfer of Appropriations within the General Fund. (Briana/Trask) Motion passed with 7 Ayes, 0 Opposed and 0 Absent.**

Chamber of Commerce –
Discussion of a Local Business
License – Discussion Only.

Dana and Dewi Flores introduced themselves as Chamber of Commerce representatives and presented to the Council the desire for some type of business license or registration. Consensus of the Council was for staff to bring information back to the Council understanding it was a low priority and not to take staff away from other priorities. It was requested staff create an online survey for public input on the matter.

Dana and Dewi Flores
1266 41st Avenue
Sweet Home, OR 97386

**Introduction, First and Second
Reading of Ordinance Bills:**

None

Introduction:

None

First Reading:

None

Second Reading:

None

**Third and Final Reading of
Ordinance Bills:**

None

Mayor's Report

Mayor Mahler praised staff for an excellent Harvest Festival.

City Manager's Report

City Manager Towry reported the City Hall Bids will be on the next Council Agenda and are available for viewing at City Hall. The Personnel Policies will be on the next Agenda for Council as well. City Manager Towry reported he will be forming an Advisory Committee on Economic Development, which is allowed by Charter. City Manager Towry noted this meeting is the first meeting for Council to have electronic packets and it is going well.

Department Directors Reports:

Finance Director

Finance Director Neish presented a power point quarterly update for Revenues vs. Expenses.

Library Director

Library Services Director Peda invited the Council to two upcoming programs: Andrea Watkins and a live Pinocchio performance.

Community and Economic
Development Director

CEDD Jerry Sorte referred to his September Department Report included in the packet. An update on CEIP applications was given.

Police Chief

Chief Lynn gave a brief report on the LINE Task Force, which consists of investigators from Sweet Home, Lebanon and Albany.

Public Works

Public Works Director Springman referred to his report in the

packet with project updates and Key Performance Indicators.
Playground safety was discussed.

City Attorney

None

Adjournment:

With no further business the meeting adjourned at 8:25 PM.

The foregoing is a true copy of the proceedings of the City Council at the October 09, 2018 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018	TITLE: Approval of Job Posting	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: City Manager Ray Towry	Subscription on Government Jobs.com (GJC)	<input checked="" type="checkbox"/> MOTION
REVIEWED BY:	ATTACHMENTS: GJC Agreement	<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

Council approval of an agreement to allow contracting with NEOGOV for Job Posting Subscription Services on GovernmentJobs.com

BACKGROUND/CONTEXT:

The City of Sweet Home desires to reach qualified candidates during open recruitments. Staff believes the current pen and paper process discourages many candidates from submitting their applications. In the past year, several recruitments have been reopened due to the lack of qualified applicants. This has caused lengthy recruitments and additional advertising costs.

Many government agencies recruit thru governmentjobs.com (GJC). GJC allows applicants to easily apply using their mobile devices. In addition, GJC will not allow candidates who do not meet the minimum qualifications to submit applications. The program also allows candidates to track their application status without contacting the City and will generate a response to applicants during each step of recruitment. GJC is a nationwide program reaching candidates across the U.S. as well as local candidates. The City will continue to use local means such as the City website to announce job recruitments.

Legal staff has read through and approved the Agreement.

THE CHALLENGE/PROBLEM:

How can the City of Sweet Home attract qualified candidates for open recruitments?

STAKEHOLDERS:

- City Staff: Will reduce advertising cost amount of staff time in the recruitment process.
- Qualified Applicants: Will be able to find City of Sweet Home’s open recruitment in their employment search and will be able to apply using their mobile device.
- City Council: Aspires to have an effective and efficient local government.

ISSUES & FINANCIAL IMPACTS:

Annual fees for NEOGOV GJC License \$900.00 per year. The City of Sweet Home currently recruits thru the City website, local newspapers, Oregon Employment Office and various government websites such as Oregon Planners Association, Local Government Personnel Institute (LGPI) and League of Oregon Cities (LOC). Each recruitment incurs an advertising cost of close to \$1500.00. In 2018 there were 8 external recruitments. Staff estimates a potential cost savings by using GJC.

ELEMENTS OF A STABLE SOLUTION:

Means of attracting and retaining qualified candidates to fill open recruitments in a timely manner.

OPTIONS:

1. Approve the Agreement as presented. The City will begin advertising open recruitments using governmentjobs.com.
2. Reject the Agreement

RECOMMENDATION:

Staff recommends Council choose option #2, ***Motion to approve the Agreement with NEOGOV for Job Posting Subscription Services on governmentjobs.com.***

ORDER FORM

CUSTOMER:

BILL TO:

Sweet Home, City of (OR)	ATTN Julie Fisher jfisher@sweethomeor.gov
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PROJECT EXECUTIVE: QUOTE DATE: 10/11/18 VALID FROM: 10/11/18 VALID TO: 60 days from above date REQUESTED SERVICE DATE:	PRIMARY CONTACT: REVISION: PURCHASE ORDER NUMBER: INITIAL TERM: 12 months
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ORDER SUMMARY

Annual Recurring Fees

LINE	DESCRIPTION ¹	ANNUAL RECURRING COST
1	Insight Enterprise Edition (IN) » IN License	<i>Not Selected</i>
2	GovernmentJobs.com Job Posting Subscription (GJC) » GJC License	<i>Standard</i> \$900.00
3	Perform (PE) » PE License	<i>Not Selected</i>
4	Onboard (ON) » ON License	<i>Not Selected</i>
5	Learn (LE) » LE License	<i>Not Selected</i>
6	NEOGOV Integrations » Integration Maintenance	<i>Not Selected</i>
SUB-TOTAL		\$900.00

ORDER FORM

Non-Recurring Fees

LINE	DESCRIPTION ¹	NON - RECURRING FEES
7	INSIGHT (IN)	
	» Setup & Implementation	<i>Not Selected</i>
	» Training	<i>Not Selected</i>
	PERFORM (PE)	
	» Setup & Implementation	<i>Not Selected</i>
	» Training	<i>Not Selected</i>
	ONBOARD (ON)	
	» Setup & Implementation	<i>Not Selected</i>
	» Training	<i>Not Selected</i>
	» Onboard form building as Professional Service ²	
	LEARN (LE)	
	» Setup & Implementation	<i>Not Selected</i>
	NEOGOV INTEGRATIONS	
	» Setup & Configuration	<i>Not Selected</i>
SUB-TOTAL		\$0.00
ORDER TOTAL		\$900.00

¹ More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Order Summary are not included. Customers may request a quote for these services at their discretion through the term of this contract.

² NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional form building or form update services are available from NEOGOV Professional Services at the following costs:

- » Background Forms | \$295 per form
- » Dynamic Forms | \$195 per form
- » Updates to Existing Forms | \$200 an hour

Additionally, during the term of any subscription license, the Customer will receive:

- » Customer Support | Provided to the Customer through online resources available 24 hours a day and through live personal services available by telephone Monday - Friday 6 AM to 6 PM Pacific Time (excluding NEOGOV holidays).
- » Product Upgrades to Licensed Software | Customer shall receive all product upgrades to purchased packages. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

NEOGOV ONLINE SERVICES AGREEMENT

THIS ONLINE SERVICES AGREEMENT and Order Form (collectively the "Agreement") is made and entered into as of date the last of the Customer or NEOGOV has executed this Agreement ("the Effective Date"), by and between **GovernmentJobs.com, Inc.**, a California corporation doing business as NEOGOV ("NEOGOV"), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and **Sweet Home, City of (OR)**, a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of Online Services.

(a) Services. Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the "Services") described in this Agreement and in the order form attached hereto as Exhibit A (the "Order Form"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

(b) Change Orders. Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within ten (10) business days of such receiving party's receipt of such change order request, of such receiving party's acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Compliance with Laws. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.

(b) Customer Data and Website. While NEOGOV is responsible for data integrity within the NEOGOV Servers, Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its authorized end users in connection with this Agreement or use of the Services, (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's website, and (iii) making and keeping additional copies of all Customer Data. Except set forth in Section 9, NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

(c) Acceptable Use. Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer's system, NEOGOV may suspend

Customer's access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) Customer Equipment. Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. Customer shall be responsible for procuring all licenses of third party software necessary for Customer's use of the Services.

3. Maintenance and Support Services.

(a) Maintenance. NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. Customer is not responsible for NEOGOV system maintenance.

(b) Modification. NEOGOV may periodically modify the features, components and functionality of the Services. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification of the Services provided by NEOGOV.

(c) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

(d) Updates and Upgrades. During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new

features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

(e) Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

(f) Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

4. Ownership and Protection.

(a) Customer Data. The Parties agree that as between NEOGOV and Customer, data or information received or uploaded by Customer, and retained by Customer on NEOGOV Servers, is the sole property of Customer, subject only to the rights of data subjects and the law (the "Customer Data"). NEOGOV shall acquire no rights in any Customer Data and process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

(b) NEOGOV Intellectual Property. As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGOV Intellectual Property").

(c) Grant to Use Certain Data. Customer agrees that NEOGOV may collect, disclose, and use quantitative and non-personal data derived from the use of NEOGOV Services for analysis, to provide Services to Customer, develop improvements to Services, benchmarking, analytics, marketing, job-seeker services, and internal business purposes for job-seeker and Customer benefit.

(d) Reservation of Rights. This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(e) NEOGOV License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section 4(e). All uses of the Approved Marks shall conform to NEOGOV's standard guidelines and requirements for use of the Approved Marks.

(f) Privacy. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

5. Representations, Warranties and Disclaimers.

(a) Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is

duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(b) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

(d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

(e) Compliance with Policies. During this Agreement, Parties shall observe and comply with NEOGOV policies, including but not limited to Service Level Warranties, Malicious Traffic, Privacy, Incident Response, Retention, and Cookie Policies (the "Policies"), as from time to time may be amended and of which applicable provisions are incorporated herein by reference. Copies of Policies will be provided upon request. Customer shall be notified in the event material change to such Policies.

6. Publicity. Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer's name and logo in connection with such advertisement, disclosure and publishing.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party (y) except as permitted or authorized herein or (z) except as required by law including the

Public Records Act of the Customer's State, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. Liability Limitations.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(b) WITHOUT LIMITATION OF SECTION 8(A), EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST NEOGOV UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

(c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

9. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless NEOGOV

terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. In the case of professional services, if no end date is specified in the SOW, then the SOW shall expire upon completion of professional services or early termination as permitted by this Agreement.

(b) Termination. NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV's written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV's written notice thereof, or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer's written notice thereof.

(c) Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. In the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated flat data file in .CSV format or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer's standard data contained in NEOGOV's Insight Enterprise (IN) system. NEOGOV retains the right to purge such data files from NEOGOV's systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

(d) Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments.

(a) Payment Terms. Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "Fees") within the applicable time periods as follows:

- (A) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Agreement or Order Form;
- (B) Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Agreement of Order Form;
- (C) Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Agreement or Order Form;
- (D) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
- (E) Any other Fees owed by Customer to NEOGOV pursuant to this Agreement or Order Form shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term.

(b) Upon execution by Customer and NEOGOV, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies NEOGOV of the dispute prior to the date such payment is due, specifying in such written notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by NEOGOV and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with NEOGOV to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

(c) Undisputed Fees. In the event any undisputed amount due is not paid when due, the recipient shall pay to the other party late payment interest on all undisputed amounts past due from such due date therefore until paid in full at a rate equal to the lesser of: (i) one percent (1%) per month; or (ii) the maximum interest rate permitted by applicable law.

(d) Customer Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and NEOGOV hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by NEOGOV. Customer agrees that a failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its obligations to provide payment to NEOGOV pursuant to this Section 10.

(e) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the

NEOGOV

agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity of which procured NEOGOV services using this Agreement. In the event this Agreement is terminated, the agreement between the New Entity and NEOGOV shall survive, subject to local procurement law.

13. Miscellaneous.

(a) Assignment. This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

(b) Entire Agreement; Amendment. This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules.

(d) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(e) Independent Contractor; Third Party Agreements. Customer is and shall be deemed to be an independent contractor of NEOGOV and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

(f) Cost of Requests. In the event NEOGOV is required to provide a data dump or respond to a subpoena, court order or other legal process for the production of documents and/ or testimony relative to this Agreement or Customer's use of the Services, Customer agrees to compensate NEOGOV at hourly rates for the time expended to provide a response, and to reimburse NEOGOV for any out-of-pocket costs incurred.

(g) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

(h) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

(i) Attorneys' Fees. Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys' fees and costs.

(j) Conflict. In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

Customer:	<u>GovernmentJobs.com, Inc. (dba "NEOGOV")</u> a California Corporation
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – ORDER FORM

Customer & Customer Address:

Bill To (if different than Customer Address):

Sweet Home, City of (OR) 1140 12th Avenue Sweet Home, OR 97386	Same as Customer Info
Quote Date: 10/11/18 Valid To: Today plus 60 days	Initial Term: 12 Months from the date of execution of this Agreement. Billing Frequency: Annual

Annual Recurring Fees

Line	Description ¹	Initial Annual Recurring Fee ²
1.	Insight Enterprise Edition (IN) Subscription	
2..	Perform (PE) Subscription	
3..	Onboard (ON) Subscription	
4.	Learn (LE) Subscription	
5.	Governmentjobs.com	\$900.00
6.	NEOGOV Integrations Subscription	
Sub Total:		\$900.00

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	
	Training	
7.	Perform (PE)	
	Setup and Implementation	
	Training	
8.	Onboard (ON)	
	Setup and Implementation	
	Training	
	Onboard form building as Professional Service	
9.	Learn (LE)	
	Setup and Implementation	
	Training	
10.	NEOGOV Integrations	
	Setup and Configuration	
Sub Total:		
Order Total:		\$9,00.00

¹Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

² The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

- (a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:

- Online job application

Selection:

- Configurable supplemental questions

- Configurable Career site
- Automatic online job interest cards
- Recruitment and examination planning

Applicant Tracking:

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages:

- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGO will provide the new link addresses):
- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Optional Integrations:

- Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. Specifications regarding optional, for cost, NEOGOV integrations can be made available to Customer, including:
 - Configure New Hire Export Interface
 - Configure Position Control Import Interface
 - Class Spec Interface
 - Employee Integration
- As part of each such integration, NEOGOV shall:
 - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
 - Provide Integration Worksheets and/or guides.

- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Reporting and Analysis:

- 90 standard system reports
- Ad hoc reporting tool

HR Automation:

- Automatically route job requisitions and hire actions for approval
- Automatically score and pass/fail applicants based on scoring plans
- Automatically email users when there are candidates sent to them for review
- Automatically email jobseeker job interest card notices for jobs posted on the main job openings page

Insight Training:

- NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings
- Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec
- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications

- Automation of Onboard process
 - Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$195 per form
 - Updates to existing forms \$200 an hour
- (e) Learn (LE). Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will include the following:
- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
 - Ability to upload SCORM course content files
 - Certificates after course completion
 - Learner transcripts & class rosters
 - Course catalog with configurable categories for learners to browse
 - Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
 - Hundreds of ‘off-the-shelf’ online courses
 - Learn Setup and Implementation will include the following activities:
 - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
 - NEOGOV will establish Customer’s production environment.
 - All NEOGOV products will be implemented off-site.
- (f) NEOGO Training.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - NEOGOV’s pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.
- (g) NEOGO Implementation. The following activities will be conducted as a part of the Services:
- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
 - NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
 - NEOGOV will establish Customer’s production environment.
 - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
 - Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.
- (h) NEOGO Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
 - Annual maintenance by NEOGOV
 - Employee import and export
 - Department division position import and export
 - Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).
2. Miscellaneous.
- (a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the “Agreement”) by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.
- (b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.
- (c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

<u>Customer:</u>	<u>NEOGOV: GovernmentJobs.com, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018	TITLE: Drug Free Transportation Consortium Agreement	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: City Manager Ray Towry	ATTACHMENTS: Drug Free Transportation Consortium Agreement	<input checked="" type="checkbox"/> MOTION
REVIEWED BY:		<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

Council approval of an Agreement to allow contracting with Samaritan Occupational Medicine’s Drug Free Transportation Consortium for the provision of drug and alcohol testing services.

BACKGROUND/CONTEXT:

The City of Sweet Home has utilized Samaritan Occupational Medicine’s Drug Free Transportation Consortium (DFTC) for all drug and alcohol testing services. Random Drug and Alcohol testing is required for all drivers that hold a Commercial Driver’s License. In addition, the City utilizes DFTC for pre-employment screening for safety sensitive positions, mandatory testing and also the administration of required Hepatitis B vaccines for employees.

Legal staff has read through and approved the Agreement.

THE CHALLENGE/PROBLEM:

Should the City enter into an Agreement with Samaritan Occupational Medicine’s Drug Free Transportation Consortium for the provision of drug and alcohol testing services?

STAKEHOLDERS:

- City Staff: The City of Sweet Home has a strong commitment to providing a safe workplace for its employees as outlined in the Substance Abuse Policy for the City of Sweet Home.
- Citizens:

ISSUES & FINANCIAL IMPACTS:

Annual fees due January of each year include a \$50.00 Company Fee and a \$55.00 fee per each driver. Additional Fees could include Pre-placement drug screen \$55.00, All other drug screens \$60.00, Breath Alcohol \$33.00, and After-hours call back fee \$60.00.

ELEMENTS OF A STABLE SOLUTION:

Legally recognized and certified Drug Testing Program

OPTIONS:

1. Approve the Agreement as presented. The City will continue to use Samaritan Occupational Medicine Drug Free Transportation Consortium for the provision of drug and alcohol testing services.
2. Reject the Agreement

RECOMMENDATION:

Staff recommends Council choose option #2, ***Motion to approve the Agreement with Samaritan Health Services Drug Free Transportation Consortium for the provision of drug and alcohol testing services.***



Samaritan Health Services

**Samaritan Occupational
Medicine**

**Drug Free
Transportation
Consortium**

100 Mullins Dr., Suite B2
Lebanon, OR 97355
541-451-7534 P
541-812-2076 F
samhealth.org

September 13, 2018

Dear Valued Drug Free Transportation Consortium Client:

As we approach 2019, it is time to get companies and drivers enrolled in the Drug Free Transportation Consortium (DFTC).

There is a process change to how we are enrolling companies and drivers for 2019. Companies will not be automatically enrolled into the Drug Free Transportation Consortium (DFTC). The attached 2019 Enrollment Form must be filled out and returned with a check in the amount of 2019 enrollment company fee plus the annual driver fee for each driver for that company. After payment is received, the company and drivers listed will then be enrolled. Fees for 2019 are as follows:

1. \$50 Annual Company Fee
2. \$55 Annual Driver Fee for each driver that will be enrolled. This fee is in addition to the Annual Company Fee.

We will send a bill upon request. The company and drivers will be enrolled after payment is received.

Also, the legal agreement between Samaritan and our clients has been updated and included. Please review, sign, date and return this agreement with your 2019 Enrollment Form and payment.

In 2019, we will be implementing a new computer program that will make it easier for you to add, delete and monitor your drivers. We will send out more information early in 2019 regarding this new software and specifics of how it will benefit our DFTC Members.

Please note, our fax number has changed. It is now (541) 812-2076.

Please feel free to reach out to our DFTC Coordinator at (541) 451-7534 for any questions or concerns. We look forward to working with you again next year!

Sincerely,

Drug Free Transportation Consortium



2019 Enrollment Form Drug Free Transportation Consortium (DFTC)

COMPANY NAME: City of Sweet Home
COMPANY ADDRESS: 1140 12th Avenue Sweet Home, OR 97386
COMPANY PHONE #: 541-367-8969
PRIMARY CONTACT: Julie Fisher
ALTERNATIVE CONTACT: Brandon Neish
COMPANY FAX #: 541-367-5113
CONTACT EMAIL: jfisher@sweethomeor.gov

Is it acceptable to leave results on voice mail? [] Yes [x] No

If your employee/driver has an accident that does not require a DOT drug screen or breath alcohol test, do you want a non-DOT drug screen/breath alcohol test performed instead? (Cost is \$36 for drug screen, \$33 for breath alcohol test.) [] Yes [] No

Even if this takes place after hours? (Cost is \$60/hour) [] Yes [] No

SIGNATURE: _____ DATE: _____

Annual Company Membership Fee: \$50.00
Annual Charge Per Driver: \$55.00 X _____ = _____
Total Due: _____

OR
[] I will not be renewing my membership for 2019

Please complete this form and the attached Agreement and return to our office either by email or fax:
Email: shsoccmed@samhealth.org -or-
Fax to: (541) 812-2076, Attention: Patricia Angulo, DFTC Coordinator

We appreciate your business and look forward to working with you in the coming year.

Thank you,
Drug Free Transportation Consortium

Occupational Medicine Drug Free Transportation Consortium

2615 SW Willetta Street, Suite C2
Albany, OR 97321
541-812-5600 P
541-812-2066 F

5234 SW Philomath BLVD
Corvallis, OR 97321
541-768-6211 P
541-768-9385 F

33184 Hwy 228
Halsey, OR 97348
541-451-7873 P
541-812-2055 F

100 Mullins Drive, Suite B2
Lebanon, OR 97355
541-451-7534 P
541-812-2076 F

2930 NE West Devils Lake Rd Suite 3
Lincoln City, OR 97367
541-557-6427 P
541-812-2071 F

930 SW Abbey Street
Newport, OR 97365
541-574-4675 P
541-812-2064 F

samhealth.org/OccMed
samhealth.org
Email: shsoccmed@samhealth.org

Medical Director
Charles Pederson, MD



**Samaritan
Health Services**

Drug Free Transportation Consortium

100 Mullins Drive Suite B-2

Lebanon, OR 97355

(541) 451-7534 Fax (541) 812-2076

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This Agreement is between Good Samaritan Hospital Corvallis dba Samaritan Occupational Medicine, Drug Free Transportation Consortium (“DFTC”), and _____, (hereinafter referred to as “Company”) for the provision of drug and alcohol testing services (the “Services”).

1. DFTC Responsibilities

1.1 Random drug/alcohol screen drawings on a quarterly basis and in compliance with 49 CFR, part 40 and part 382.

1.2 Contracting with a certified Medical Review Office (“MRO”) as defined by Federal guidelines.

1.3 Alcohol tests are to be performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (“NHTSA”) as reflected in the publication of the NHTSA Conforming Products List. Tests are done by Breath Alcohol Technicians (“BAT”) trained and certified in accordance with 49 CFR, Part 40.

1.4 Drug tests are performed using the chain of custody collection, testing laboratories certified by the Department of Health and Human Services (“DHHS”) for such testing.

1.5 Department of Transportation (“DOT”) tests are performed in accordance with regulatory requirements of the DOT for such testing, including all applicable procedural, personnel, and equipment requirements.

1.6 Maintain all dated records, information, and notifications, identified by individual for specific information and records, for minimum time periods according to DOT schedules. These will be kept in a secure location with limited access.

1.6.1 Five Years:

1.6.1.1 Alcohol tests>: 0.02, positive drug tests, refusals to test including alcohol form/drug custody and control for MRO documentation as applicable.

- 1.6.1.2 Medical explanation of inability to provide specimens.
- 1.6.1.3 Calibration documentation for EBTs.
- 1.6.1.4 Substance abuse professional evaluation and related information.
- 1.6.2 Two Years:
 - 1.6.2.1 Supervisory training/BAT and drug screen collector training certification
 - 1.6.2.2 Documentation of drug and alcohol testing.
 - 1.6.2.3 Random selection records.
 - 1.6.2.4 Agreements: testing-collection, laboratory, MRO and consortium.
- 1.6.3 One Year:
 - 1.6.3.1 Negative/canceled drug test results; alcohol test results <0.02.

1.7 DFTC will not release individual test results without first obtaining specific written authorization from the tested individual except for the designated company officials or regulatory agencies overseeing the drug testing program.

1.8 DFTC will make available to Company at location(s) of Company's choosing, and at reasonable expense to Company for copying and shipping charges, all records related to alcohol and drug testing performed by DFTC for Company, except records containing medical information, within two business days of notification by Company of such request.

1.9 Reporting of results to Company by DFTC, if applicable, will be by facsimile transmission, electronic transmission, or first class US mail. In exceptional circumstances, reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) may be arranged. The charge for this service will depend upon the carrier selected.

2. **Company's Responsibilities**

2.1 Company will provide DFTC with the most recent alcohol and/or drug testing policies for its company.

2.2 Company will designate a representative and an alternative to whom the DFTC will report test results and discuss or report other information.

2.3 Company will ensure that the results and other information remain secure and confidential with distribution of or access to such information to company officials with a business need for the information.

2.4 Company acknowledges that performance of necessary verification procedures may be dependent upon cooperation by its representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

3. Fees and Payment

3.1 Fees. Company agrees to pay DFTC for services provided in accordance with Exhibit A, Fee Schedule, as attached and incorporated by this reference.

3.2 Fee Changes. The price for services rendered under this Agreement will not change unless DFTC notifies Company in writing sixty (60) days in advance of a price change. If Company does not agree to the new price, DFTC, at its sole discretion, may continue to provide agreed-upon services at the then current price for the duration of the current year, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

3.3 Significant Changes in Services Provided. If, during the term of this Agreement, there is a significant change in the requirements of DFTC, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

3.4 Payment. DFTC will invoice Company for all services provided on a monthly basis. Payment terms are net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of Company to make timely payments, DFTC may, at its sole discretion, continue to perform its obligations as per this Agreement. Upon continued provision of services under this Agreement, DFTC shall be entitled to recover all payments for services rendered, including interest and service charges on late payments, collection expenses and reasonable attorney fees.

4. General Terms and Conditions

4.1 Term. This Agreement shall be in effect from the date of last signature and will remain in effect through December 31st of that year (“Initial Term”), unless earlier terminated as provided herein. This Agreement shall automatically renew each succeeding year beginning the following January 1st, for a period of one year (each a “Renewal Term”), unless either party terminates this Agreement under **Section 4.2** or Company fails to pay the annual fees due prior to February 15th of the Renewal Term.

4.2 Termination at Will. Either party to this Agreement may terminate it at any time, with or without cause, upon 90 days' written notice to the other party. Annual fees paid prior to termination will not be refunded.

4.3 Independent Contractors. Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint ventures, or employer/employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

4.4 Responsibility for Company's Policies and Programs. The parties understand and agree that DFTC does not make any employee decisions for Company such as hiring of applicants, termination, discipline, or retention of any employee or former employee, and that Company has sole responsibility for all such decisions. DFTC shall not be responsible for any damages resulting from acts or omissions of Company under the substance abuse policy of Company.

4.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of the Agreement.

4.6 Force Majeure. In no event shall DFTC have any responsibility or liability to Company for any failure or delay in performance by DFTC which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances including but not limited to acts of God; acts of Company; acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive-legislative, judicial, or otherwise); strikes or other concerted actions of workers; lockouts, or other labor disputes or disasters; accidents; wars; riots; rebellion; sabotage; insurrection or civil disturbances; difficulties or delays in private or public transportation; or any other cause beyond the reasonable control of DFTC.

4.7 Waiver. The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

4.8 Mutual Indemnification. Each party shall indemnify, defend and hold harmless the other party (including either's officers, agents and employees) from any and all actions, claims, liens, losses, expenses, including court costs and attorney fees, charges and liabilities for the indemnifying party's direct negligence arising, or growing out of the performance, malperformance and/or nonperformance by such indemnifying party of any part of this Agreement. Nothing herein is intended as a creation or as an assumption of liability by one party for the acts of the other party, or said other party's agents, assigns, or as an agreement to indemnify said other party for said liability.

4.9 Governing Law. Any dispute under this Agreement or related to this

Agreement shall be decided in accordance with Oregon law and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

4.10 Access to Books and Records. The Comptroller General of the United States, HHS and their duly authorized representatives shall have access to DFTC's contracts, books, documents and records related to this Agreement necessary to verify the nature and extent of the costs of services provided by DFTC and included in the Company's cost report and for four (4) years after the Services are furnished. Access shall be provided in accordance with the provisions of Public Law 96-499, the Omnibus Reconciliation Act of 1980. The Comptroller General, HHS and their duly authorized representatives shall also have similar access to such contracts, books, documents and records as are subject to Section 1861(V)(1)(I)(i) & (ii) of the Social Security Act pertaining to any subcontract between DFTC and any organization related to DFTC if that subcontract involves the provision of services with a value in excess of \$10,000.

4.11 Entire Agreement, Amendment, and Assignment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. Any prior oral or written agreements, representations, warranties or understandings between the parties are superseded herein. No modification or amendment to this Agreement or waiver of any of its provisions shall be valid unless in writing and signed by an authorized representative of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

DFTC:

COMPANY:

By: _____
Ryan Combs

By: _____

Its: Authorized Representative

Its: _____

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Company agrees to pay Samaritan Occupational Medicine as follows:

Annual fee due January of each year:

Company	\$50.00
Each Driver	\$55.00

In the event annual membership dues are not received by February 15th of the perspective membership year, the company and its drivers will be withdrawn from the DFTC and this Agreement will become null and void.

No charge for random drug screens or breath-alcohols if collected at Samaritan Health Services Occupational Medicine Department.

Pre-placement drug screen	\$55.00
All other drug screens	\$60.00
Breath Alcohol	\$33.00
After-hours call-back fee	\$60.00

REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018 SUBMITTED BY: Jeff Lynn, Chief of Police REVIEWED: Ray Towry, City Manager	TITLE: New Liquor License – Speedee Mart ATTACHMENTS: OLCC liquor License Application – Speedee mart	TYPE OF ACTION: RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> OTHER
---	---	--

PURPOSE OF THIS MEMO: Speedee Mart is changing ownership and the new owner, Harjit Singh, has applied for an “Off-Premises” liquor license. The location of the business is 1501 Main Street.

BACKGROUND/CONTEXT: The Sweet Home Police Department is tasked with reviewing applications for liquor licenses that are within the City Limits of Sweet Home. Speedee Mart is changing ownership. As with any change of ownership, the new owner must apply for a Liquor License through the Oregon Liquor Control Commission under their name. The new owner, Harjit Singh, has applied for an Off-Premises liquor license. This type of license allows beer and wine to be sold for off premises consumption only. This type of license is appropriate for this type of business.

The Police Department received this investigation during the middle of September 2018 and has conducted an investigation into this request. As part of the investigation the new owner was contacted. The business will maintain its existing methods of operation. Mr. Singh indicated that he does have experience managing locations that sell alcohol.

I received information from OLCC Inspector Amanda Cooper that she has no concerns with the change of ownership and that their records show no violations or licensing issues.

Based upon review of the investigation I found no reason to recommend denial to the Sweet Home City Council.

STAKEHOLDERS:

- Speedee Mart - A liquor license and the ability to sell beer and wine as part of a convenience store business.
- Citizens/Community – Speedee Mart creates additional opportunities and choices for the community.

ISSUES & FINANCIAL IMPACTS:

- Denial of an OLCC liquor license would have a negative impact on sales for Speedee Mart.
- There are no known or anticipated financial impacts for the Sweet Home Police Department or the City of Sweet Home.

OPTIONS:

1. Do Nothing.
2. Direct further investigation prior to City’s recommendation
3. Make a motion that the City of Sweet Home recommends an OLCC license be granted to Speedee Mart.

RECOMMENDATION:

Staff recommends option #3 - *Make a motion that the City of Sweet Home recommends an OLCC license be granted to Speedee Mart.*



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- Brewery
- Brewery-Public House
- Distillery
- Full On-Premises, Commercial
- Full On-Premises, Caterer
- Full On-Premises, Passenger Carrier
- Full On-Premises, Other Public Location
- Full On-Premises, Nonprofit Private Club
- Full On-Premises, For-Profit Private Club
- Grower Sales Privilege
- Limited On-Premises
- Off-Premises
- Off-Premises with Fuel Pumps
- Warehouse
- Wholesale Malt Beverage & Wine (WMBW)
- Winery

CITY AND COUNTY USE ONLY

Date application received 9/17/18

Name of City or County City of Sweet Home

Recommends this license be Granted Denied

By _____

Date _____

OLCC USE

Application received by [Signature]

Date 09/17/18

License Action: C/O & C/TN

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1 <u>HARJI INC</u>	Applicant #2
Applicant #3	Applicant #4

2. Trade Name of the Business (the name customers will see): SPEEDEE MART 1

3. Business Location: Number and Street 1501 MAIN ST.

City SWEET HOME County LINN ZIP 97386

4. Is the business at this location currently licensed by the OLCC? Yes No

5. Mailing Address (where the OLCC will send your mail): 2342 KOKANEE WAY

PO Box, Number, Street, Rural Route

City LEBANON State OR. ZIP 97355

6. Phone Number of the Business Location: 541-367-2092

7. Contact Person for this Application: HARJIT SINGH

Name HARJIT SINGH Phone Number 541-409-0675

Mailing Address, City, State, ZIP
2342 KOKANEE WAY, LEBANON, OR. 97355

Email harjit541905@gmail.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1 <u>[Signature]</u>	Signature of Applicant #2
Signature of Applicant #3 <u>[Signature]</u>	Signature of Applicant #4



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

1. Name: (LAST) <u>SINGH</u>	(FIRST) <u>HARJIT</u>	(MIDDLE)
2. Other Names Used (Maiden, Etc.):		
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, please provide your SSN: [REDACTED]		
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).</p> <p>Do you voluntarily consent to the OLCC's use of your SSN as just described? <input checked="" type="radio"/> Yes <input type="radio"/> No</p>		
4. Date of Birth (MM/DD/YYYY): <u>6/25/1988</u>	5. Contact Phone: <u>541-409-0675</u>	
6. Driver License or State ID #: <u>A095298</u>	7. State: <u>OREGON</u>	
8. Residence Address: <u>2342 KOFANEE WAY, LEBANON OR, 97355</u>		
9. Mailing Address (if different): <u>SAME AS ABOVE</u>		
10. E-Mail (optional): <u>harjit541905@gmail.com</u>		
11. Do you have a spouse or domestic partner? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, list his/her full name: <u>AMRITPAL K. SRANNA</u>		
12. If yes to #11, will this person be involved in the management of, or have control over the business? <input checked="" type="radio"/> No <input type="radio"/> Yes		
13. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? <input checked="" type="radio"/> No <input type="radio"/> Yes (Please include explanation below) <input type="radio"/> Unsure (Please include explanation below)		
14. In the past 10 years, have you been convicted ("convicted" includes paying a fine) in Oregon or another U.S. state of a FELONY ? <input checked="" type="radio"/> No <input type="radio"/> Yes (Please include explanation below) <input type="radio"/> Unsure (Please include explanation below)		
15. Have you ever been in a drug or alcohol diversion program in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. <input checked="" type="radio"/> No <input type="radio"/> Yes (Please include explanation below) <input type="radio"/> Unsure (Please include explanation below)		

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).
 No Yes (Please include explanation below) Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
 No Please skip questions 19 & 20. Go directly to question 21.
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
 No Yes (Please include explanation below) Unsure (Please include explanation below)
Applying for Liquor Lic.

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) SINGH	(FIRST) HARJIT	(MIDDLE)
Signature: <i>Harjit Singh</i>		Date: <i>8-24-18</i>



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: HARJI INC Phone: 541-409-0675
Trade Name (dba): SPEEDEE MART 1 541-367-2092
Business Location Address: 1501 MAIN ST.
City: SWEET HOME OR. ZIP Code: 97386

DAYS AND HOURS OF OPERATION

Business Hours:	Outdoor Area Hours:	The outdoor area is used for:
Sunday <u>7 AM</u> to <u>11 PM</u>	Sunday _____ to _____	<input type="checkbox"/> Food service Hours: _____ to _____
Monday <u>5:30 AM</u> to <u>11 PM</u>	Monday _____ to _____	<input type="checkbox"/> Alcohol service Hours: _____ to _____
Tuesday <u>5:30 AM</u> to <u>11 PM</u>	Tuesday _____ to _____	<input type="checkbox"/> Enclosed, how _____
Wednesday <u>5:30 AM</u> to <u>11 PM</u>	Wednesday _____ to _____	The exterior area is adequately viewed and/or supervised by Service Permittees.
Thursday <u>5:30 AM</u> to <u>11 PM</u>	Thursday _____ to _____	_____ (Investigator's Initials)
Friday <u>5:30 AM</u> to <u>11 PM</u>	Friday _____ to _____	
Saturday <u>6:00 AM</u> to <u>11 PM</u>	Saturday _____ to _____	

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT Check all that apply:

<input type="checkbox"/> Live Music	<input type="checkbox"/> Karaoke
<input type="checkbox"/> Recorded Music	<input type="checkbox"/> Coin-operated Games
<input type="checkbox"/> DJ Music	<input type="checkbox"/> Video Lottery Machines
<input type="checkbox"/> Dancing	<input type="checkbox"/> Social Gaming
<input type="checkbox"/> Nude Entertainers	<input type="checkbox"/> Pool Tables
	<input type="checkbox"/> Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____ to _____
Monday	_____ to _____
Tuesday	_____ to _____
Wednesday	_____ to _____
Thursday	_____ to _____
Friday	_____ to _____
Saturday	_____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: _____(Y) _____(N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.
Applicant Signature: Harjit Singh Date: 9-17-18

Oregon Liquor Control Commission

Chapter 845

Division 5

CRITERIA FOR ISSUANCE AND MAINTENANCE OF LICENSES

845-005-0308

Valid Bases for Adverse Local Government Recommendations

and for Commission Use of Information Received from the Public

- (1) ORS 471.166(1) authorizes the Commission to take into consideration the recommendation of the local governing body before granting or denying a license. ORS 471.166(5) requires the Commission to state by rule the valid grounds for a local governing body's unfavorable recommendation on any license application, and requires the Commission to limit valid grounds to those considered by the Commission in making an unfavorable determination on a license application.
- (2) For purposes of this rule an unfavorable determination is license refusal or license restriction.
- (3) For the unfavorable recommendation of a local governing body to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0325 or 845-005-0326, or the license restriction bases of 845-005-0355, and must be supported by reliable factual information.
- (4) Organizations, facilities, government agencies, or individuals may give the Commission reliable factual information concerning whether there is a basis to grant or deny a license or to impose license restrictions under the laws specified in section (3) of this rule. Reliable factual information includes personal observations of activities in or around the proposed licensed location, as opposed to opinion, hearsay, feelings, beliefs or speculation.

2017 ORS 471.313¹

Grounds for refusing to issue license or for issuing restricted license

- Text
- News
- Annotations
- Related Statutes

The Oregon Liquor Control Commission may refuse to issue a license, or may issue a restricted license, to any applicant under the provisions of this chapter if the commission has reasonable ground to believe any of the following to be true:

(1)That there are sufficient licensed premises in the locality set out in the application, or that the granting of a license in the locality set out in the application is not demanded by public interest or convenience. In determining whether there are sufficient licensed premises in the locality, the commission shall consider seasonal fluctuations in the population of the locality and shall ensure that there are adequate licensed premises to serve the needs of the locality during the peak seasons.

(2)That the applicant has not furnished an acceptable bond as required by ORS 471.311 (**Application for license**) or is not maintaining the insurance or bond required by ORS 471.168 (**Certain licensees required to maintain liquor liability insurance or bond**).

(3)That, except as allowed by ORS 471.392 (**Definitions for ORS 471.392 to 471.400**) to 471.400 (**Exceptions to prohibition of financial assistance**), any applicant to sell at retail for consumption on the premises has been financed or furnished with money or property by, or has any connection with, or is a manufacturer of, or wholesale dealer in, alcoholic liquor.

(4)That the applicant:

- (a)**Is in the habit of using alcoholic beverages, habit-forming drugs or controlled substances to excess.
- (b)**Has made false statements to the commission.
- (c)**Is incompetent or physically unable to carry on the management of the establishment proposed to be licensed.
- (d)**Has been convicted of violating a general or local law of this state or another state, or of violating a federal law, if the conviction is substantially related to the fitness and ability of the applicant to lawfully carry out activities under the license.
- (e)**Has maintained an insanitary establishment.
- (f)**Is not of good repute and moral character.
- (g)**Did not have a good record of compliance with the alcoholic liquor laws of this state and the rules of the commission when previously licensed.
- (h)**Is not the legitimate owner of the business proposed to be licensed, or other persons have ownership interests in the business which have not been disclosed.
- (i)**Is not possessed of or has not demonstrated financial responsibility sufficient to adequately meet the requirements of the business proposed to be licensed.
- (j)**Is unable to read or write the English language or to understand the laws of Oregon relating to alcoholic liquor or the rules of the commission.

(5)That there is a history of serious and persistent problems involving disturbances, lewd or unlawful activities or noise either in the premises proposed to be licensed or involving patrons of the establishment in the immediate vicinity of the premises if the activities in the immediate vicinity of the premises are related to the sale or service of alcohol under the exercise of the license privilege. Behavior which is

grounds for refusal of a license under this section, where so related to the sale or service of alcohol, includes, but is not limited to obtrusive or excessive noise, music or sound vibrations; public drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol or related litter; trespassing on private property; **and** public urination. Histories from premises currently or previously operated by the applicant may be considered when reasonable inference may be made that similar activities will occur as to the premises proposed to be licensed. The applicant may overcome the history by showing that the problems are not serious or persistent or that the applicant demonstrates a willingness and ability to control adequately the premises proposed to be licensed and patrons' behavior in the immediate vicinity of the premises which is related to the licensee's sale or service of alcohol under the licensee's exercise of the license privilege. [Formerly 471.295; 2001 c.785 §1; 2011 c.165 §1; 2013 c.149 §1; 2017 c.533 §11]

Oregon Liquor Control Commission

Chapter 845

Division 5

CRITERIA FOR ISSUANCE AND MAINTENANCE OF LICENSES

845-005-0320

License Refusal Reasons that Can Not Be Overcome

The following criteria will preclude issuing a license:

- (1) The applicant has or would have an interest in another liquor business that ORS 471.313(3), 471.394, or 471.396 prohibits.
- (2) The applicant seeks a license or sales authority that requires food service and is unable to show in writing that the applicant will comply with the food service requirements set by the rules of the Commission.
- (3) The applicant seeks a Full On-Premises Sales license as a commercial establishment as defined in ORS 471.001(2) and will not be open to the public to the extent Commission rules require.
- (4) The applicant seeks a Full On-Premises Sales license as an "other public location" as allowed by ORS 471.175(2)(d) and will not allow public access to its premises.
- (5) The applicant is a retail sales agent of the Commission with a contract for an exclusive agency or seeks to exercise the license privileges in an exclusive sales agent's premises.
- (6) The applicant fails to successfully complete an approved Alcohol Server Education Course as ORS 471.542 and the Commission rules require.
- (7) The applicant has not paid an outstanding fine to the Commission. ORS 471.313(4)(g) allows the Commission to deny a license if the applicant had a poor compliance record when previously licensed. Nonpayment of a fine is one indicator of a poor compliance record.
- (8) The applicant who is subject to the bonding requirements of ORS 471.155(1) has failed to post a tax bond or the equivalent as required.
- (9) The applicant who is subject to the liquor liability insurance requirements of OAR 845-005-0400 has failed to obtain or maintain liquor liability insurance or bond as required.
- (10) The applicant for an initial license has not completed Commission-given law orientation.

Statutory/Other Authority: ORS 471, including 471.030, 471.040, 471.730(1) & (5)

Statutes/Other Implemented: ORS 471.168 & 471.313

History:

OLCC 6-2009, f. 6-22-09, cert. ef. 7-1-09

OLCC 12-2008, f. 10-13-08, cert. ef. 11-1-08

OLCC 14-2002, f. 10-25-02 cert. ef. 11-1-02
OLCC 19-2000, f. 12-6-00, cert. ef. 1-1-01

Oregon Liquor Control Commission

Chapter 845

Division 5

CRITERIA FOR ISSUANCE AND MAINTENANCE OF LICENSES

845-005-0325

License Refusal Reasons: Applicant Qualifications

The Commission will refuse to license an applicant if any of the following criteria apply unless the applicant shows good cause that overcomes each relevant criterion:

(1) The applicant has inadequate financial resources to build or operate the premises proposed to be licensed, or has inadequate financial resources to meet the financial obligations of the proposed business. This section does not apply to license renewal applications.

(2) The applicant has not built the licensed premises, or has not operated the licensed business, substantially as proposed by the applicant and previously approved by the Commission.

(3) The applicant cannot or will not provide an employee who can communicate effectively with customers and Commission employees. This person must be on the licensed premises during the licensee's business hours. "Communicate effectively" means:

(a) Knowing how to lawfully sell and serve alcoholic beverages and being able to explain these practices to customers; and

(b) Understanding a Commission employee when he or she explains lawful sale and service of alcoholic beverages and responding in a way that the employee can reasonably understand.

(4) The applicant has a recent history or record of using alcohol or controlled substances to excess. Some of the records the Commission may use to evaluate this criterion include: court documents; Department of Motor Vehicles reports; police records; or medical records. The applicant may establish sufficient good cause to overcome this criterion by demonstrating that he or she no longer uses alcohol or controlled substances to excess and is not likely to do so in the future. Some of the factors the Commission considers in determining good cause include: successful participation in treatment program(s); counselor, employer or probation officer recommendations; severity of the applicant's record; passage of time since last relevant incident; and the applicant's previous record of compliance.

(5) The applicant has been convicted of violating any general or local law of this state, or any other state, or of violating a federal law, if the conviction is substantially related to the fitness and ability of the applicant to lawfully carry out activities under the license. In determining whether the applicant presents an acceptable future risk of compliance, the Commission will consider any intervening circumstances that occur after the incident or incidents that resulted in the conviction.

(6) The applicant provides material false or misleading information to the Commission.

(7) The applicant is under 21 years of age. The applicant may establish sufficient good cause to overcome this criterion by demonstrating that he or she will not participate in the management or control

of any alcohol-related business decisions or any employees responsible for the sale or service of alcoholic beverages.

Statutory/Other Authority: ORS 471, 471.030, 471.040, 471.730(1) & (5)

Statutes/Other Implemented: ORS 471.313

History:

OLCC 7-2014, f. & cert. ef. 8-15-14

OLCC 8-2012, f. 10-30-12, cert. ef. 11-1-12

OLCC 19-2000, f. 12-6-00, cert. ef. 1-1-01

Oregon Liquor Control Commission

Chapter 845

Division 5

CRITERIA FOR ISSUANCE AND MAINTENANCE OF LICENSES

845-005-0326

License Not Demanded by Public Interest or Convenience

ORS 471.313(1) allows the Commission to deny a license that public interest or convenience does not demand. The following are some of the public interest or convenience reasons for which the Commission may deny a license unless the applicant shows good cause to overcome the criteria:

(1) Alcohol-Related Problems at Other Licensed Premises:

(a) The applicant has had repeated problems at another licensed location during the two years preceding this application or has had a license canceled or renewal refused because of problems with disturbances, unlawful activities or noise. These problems:

(A) Must occur on the licensed premises or be caused by patrons in the immediate vicinity of the licensed premises;

(B) Include, but are not limited to, obtrusive or excessive noise, music or sound vibrations; public drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol-related litter; trespassing on private property; and public urination; and

(C) Must be related to the sale or service of alcohol under the exercise of the license privileges.

(b) Good cause to overcome this criterion is a showing by the applicant that the applicant will reasonably control all of the applicant's licensed premises to prevent problems described in paragraphs (1)(a)(A), (B), and (C) of this rule. Factors that affect this good cause determination may include, but are not limited to:

(A) Applicant is currently licensed at an outlet that has not had the problems described in paragraphs (1)(a)(A), (B), and (C) of this rule in the past year;

(B) Applicant successfully regained control of premises that had problems described in paragraphs (1)(a)(A), (B), and (C) of this rule;

(C) Applicant has a corrective plan that is likely to be effective;

(D) License conditions or restrictions would enable control of applicant's premises; and

(E) Applicant did not participate in the daily operation of the problem outlet, and there has not been a pattern of problems described in paragraphs (1)(a)(A), (B), and (C) of this rule at other outlets where applicant has been licensed.

(c) This criterion does not apply to renewal applications.

(2) Proximity to Facilities:

(a) The licensed premises:

(A) Will be located within 500 feet in urban or suburban areas or within 1,500 feet in a rural area of the boundary (measured property line to property line) of a licensed child care facility or elementary or secondary school; a church; a hospital, nursing care facility or convalescent care facility; a park or children-oriented recreational facility; or alcohol and other drug treatment or rehabilitation facility; and

(B) Will adversely impact the facility.

(b) Good cause to overcome this criterion includes, but is not limited to, a showing by the applicant that:

(A) The proposed operation is consistent with the zoning where the proposed premises will be located, is consistent with the general character of the area and the adverse impact will not unreasonably affect the facility; or

(B) The size of the proposed premises' community is so small that the proposed location is a reasonable location for the proposed operation.

(c) This criterion does not apply to renewal applications or to changes of ownership with no change in license privileges or operation.

(3) Problem Areas:

(a) The licensed premises will be located in an area that has a history of serious or persistent problems with unlawful activities, noise or disturbances. These problems need not be alcohol-related;

(b) Good cause to overcome this refusal basis includes, but is not limited to, a showing by the applicant that:

(A) Alcoholic beverage sale or service at the premises will not contribute to the problems, and

(B) The applicant has a willingness and ability to control the proposed premises and patrons' behavior near the licensed premises. When assessing the applicant's willingness and ability, the Commission will consider factors including but not limited to the applicant's relevant experience, and the applicant's reasonable and credible operating and security plans.

(c) This criterion does not apply to renewal applications or to changes of ownership with no change in license privileges or operation.

(4) Off-Premises Sales License: The applicant seeks an Off-Premises Sales license at an outlet that sells petroleum products and does not or will not maintain a wide variety of grocery items available for immediate sale. "Wide variety" means an inventory at a cost to the applicant of not less than \$5,000 of foods that satisfy the general public's ordinary eating habits and personal and household products. "Wide variety" does not include alcoholic beverages or tobacco products. It also does not include snack food items that exceed ten percent of the inventory's value.

(5) Licensed physician or other professional evaluations of the applicant or any on-premises manager's mental, emotional or physical condition that show incompetence or physical inability to manage the business the applicant wants licensed. ORS 471.313(4)(c) allows the Commission to deny a license if the applicant is incompetent or physically unable to manage the business the applicant wants licensed. These evaluations are some indicators of this incompetence or physical inability.

Statutory/Other Authority: ORS 471, including 471.030, 471.040, 471.730(1) & (5)

Statutes/Other Implemented: ORS 471.313

History:

OLCC 2-2007, f. 2-20-07, cert. ef. 3-1-07

OLCC 12-2004, f. 10-15-04 cert. ef. 11-1-04

OLCC 12-2001, f. 12-18-01, cert. ef. 1-1-02

OLCC 19-2000, f. 12-6-00, cert. ef. 1-1-01



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018	TITLE: Contract Bids for re-construction of the New City Hall.	TYPE OF ACTION: ____ RESOLUTION
SUBMITTED BY: R. Towry, City Manager	ATTACHMENTS: Contract Bid Results. Pre-Bid Attendees. Project Timeline –Revised. Construction Schedule.	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		____ OTHER

PURPOSE OF THIS RCA:

Staff is requesting approval to approve the Construction Contract to GBC Construction LLC for the remodel construction of the New City Hall in the amount of \$910,000.00 with a 10% contingency factor. Construction Bids have been acquired pursuant to ORS and local bidding policy.

BACKGROUND/CONTEXT:

This is the next step in the process continuing the construction of the City Hall Remodel at the new location at 3225 Main St. The City performed a public Bid Opening on Wednesday, September 26th, for the remodel of the old USFS building into a New City Hall (NCH). During the mandatory Pre-Bid meeting on September 12th at the NCH, there were eight participants, with three General Contractors submitting bids. Bids were opened at 2:00 pm with the following results:

(General Contractors Bid Form)

(Name)	(Bid Quote)	(Bid Bond)	(1 st Tier)
GBC Construction	\$ 910,000.00	x	x
Wildish Building Company	\$ 1,228,000.00	x	x
Collaborative Const. Solutions	\$ 1,020,000.00	x	x

GBC Construction LLC of Corvallis Oregon, is the apparent low bidder.

On Monday October 15th, 2018, the Sweet Home Planning Commission approved the next step in the process. The Conditional Use Permit – and application – is for the governmental use of the property (SHMC 17.36.030(B)) for the C-2 Commercial Highway Zone. Building Plans have been reviewed by the Building Program Inspection staff and approved. Both the Building and Planning application processing have been concurrent with the Bid activities. The 12-day Planning Appeal Period will expire on November 2nd, after which the Contractor may proceed with construction when authorized.

A six-week time extension was granted for the construction completion date, to accommodate design-review-permitting work necessary for the MEP (Mechanical, Electrical & Plumbing) subcontractors. The work time of approximately 4 months is expected to remain the same.

The attached files are the records of the Pre-Bid meeting and Bid opening. Updated timelines of the anticipated progress to building occupancy are also attached.

THE CHALLENGE/PROBLEM:

Maintaining continued progress on construction of the New City Hall remodel.

STAKEHOLDERS:

- **Citizens:** Services to the public will be improved as all municipal functions are readily available on a single ground level floor. Multiple meeting spaces are all located within one building. And the remodel of an existing structure is less than the full cost of a new structure.
- **City of Sweet Home City Council** – A larger more functional Council Chambers will provide improved services both to all members, as well as the public attending meetings.
- **Staff:** The New City Hall building will provide more meeting space, a better interior layout, and more storage than the current building.

ISSUES & FINANCIAL IMPACTS:

1. The plan Council approved by consensus has been brought to the construction stage of the work. Upon Council approval, the contractor will be able to start within the next few days on construction mobilization. Necessary Planning approvals and building permits have been acquired.
2. Funds have been allocated within the City Budgeting Process.
3. The resulting low Bid came in less than estimates.
4. Council and Staff will have the opportunity to review the construction costs as work progresses; and decide to continue, or to alter the scope of work should the construction costs be higher than anticipated.
5. Project contingencies of 10% to handle unforeseen circumstances (standard).
6. In discussions with the S|EA architects (email Oct 5th), because of the interior nature of the work, the following elements of the project were outside the scope of the construction contract. However, some may not be added costs.
 - Security and Fire Alarm systems are currently part of City's security system contract which will continue.
 - Area fire extinguishers will be the same units moved without changes to the VFC contract.
 - The Bidder-Design process involving the mechanical system can have changes or alterations based on the city's review of the proposed scope & type of equipment.
 - Fixtures and furniture purchase options are being considered using existing furniture, and possible SHHS Wood Shop student projects for tables, etc.
 - Telephone, Data, and Networking will be with existing vendor contracts. With an initial expense of routing cables to work and conference areas, setup of both phone and network servers in the new building will require installation costs, and may require some equipment upgrades also.
 - Moving costs will be handled with our own city staff. It will be a busy weekend.
 - Construction administration will likely be handled by city staff also.
 - There will some modification to the exterior sidewalk and ADA ramp for the rear – south wall – exit door.
 - The parking lot storm drain catch basin system will need to have at least one replacement catch basin, possibly two.

ELEMENTS OF A STABLE SOLUTION:

Approval of Construction Contract for the General Contractor to begin the construction and proceed over the winter months with an estimated end of March completion date.

OPTIONS:

1. **Do Nothing.** Not selecting a building contractor would cause the project to come to a stop.
2. **Rebid the Contract Documents.** The Council may cancel the bid approval process and require the documents to be rebid again with the anticipated - but not guaranteed - goal of additional or lower bids.

3. Rebid the Contract Documents with changes. The Council may cancel the bid approval process and have the architects provide additional data/design to utility subcontractors, and or modify the design and interior finish materials, and rebid again. Additional time for processing will delay work, with typically incremental increases in materials and labor. This requires additional architects time and money to coordinate full design scope for the MEPs, so they know what they are bidding on specifically. The cost will go up with the Architect for that, but down (maybe) for the overall project since the MEPs do not have to evaluate and design their own. The additional bid time would likely increase costs accordingly. Building and Structural design is done.
4. Authorize the Contract signing with GBC Construction LLC for the New City Hall remodel for the cost of \$910,000 with 10% contingency. Signing the contract will enable the General Contractor to begin the work with the final date of March 29, 2019.

RECOMMENDATION:

Staff recommends Council approve a motion for option #4: Authorize the Contract signing with GBC Construction LLC for the New City Hall remodel for the cost of \$910,000 with 10% contingency.

SWEET HOME CITY HALL 9/12/18
PRE-BID WALKTHRU (MANDATORY)

<u>NAME</u>	<u>BUSINESS</u>	<u>PHONE</u>
ANDREW KRAUS	SCOTT EDWARDS	503 226 3617
SPENCER LEMMON	WILDISH BUILDING CO.	541 683-7754
Kyle Hartley	A+H Construction	541-810-8170
NALL BODINE	ZG CONST.	541-554-6666 or 541 689 5950
Jason Dolbin	Sunset Electric	541-788-9961 541-741-3885
Aaron Johnson	LP company	aaron@lpcompanyinc.com 503-991-1083
Frank Hegge	Innovative Plumbing	Frank@IPIA CONTRACTORS -COM 541-409-1308
Mike Ross	C.B. construction	541 786 6677
Isak Lisoff	FFosil Contracting	503 459 2037
Vern Nielson	Collaborative Const Solutions LLC	503-344-4821
Braedon Davidson	Caslin Inc	503-371-3011
Mic Kuffler	Caslin Inc	503-371-3011

Ed Gates NW Mechanical 541-881-1382
Own House.com ed@nwmechanical.net

Lindsey Devine GBC Construction 541-752-0381
Lindsey@gbcconstruct.com

**SECTION 00 45 21
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

\$ 1,020,000.⁰⁰
@ 5% = \$51,000.⁰⁰

Project Name: Sweet Home City Hall – Sweet Home, Oregon

Bid Closing Date & Time: September 26, 2018 @ 2:00 PM LOCAL TIME

Bidding Contractor Name: Collaborative Construction Solutions, LLC

CCB Number: 212028

Firm Name <u>Sunset Electric</u>	Category of Work to be Performed <u>Electrical</u>
Address <u>PO Box 70448</u>	CCB Number <u>158859</u>
City, State, Zip <u>Springfield, OR 97475</u>	Subcontract Amount <u>\$113,705.⁰⁰</u>
Firm Name <u>Northwest Mechanical</u>	Category of Work to be Performed <u>HVAC</u>
Address <u>PO. Box 1593</u>	CCB Number <u>190341</u>
City, State, Zip <u>Albany, OR 97321</u>	Subcontract Amount <u>\$111,700.⁰⁰</u>
Firm Name <u>IES</u>	Category of Work to be Performed <u>Drywall/Act/Frame</u>
Address <u>PO. Box 83</u>	CCB Number <u>176430</u>
City, State, Zip <u>Scotts Mill, OR 97375</u>	Subcontract Amount <u>\$158,991.⁰⁰</u>
Firm Name <u>Rubenstein's Contract Carpet LLC</u>	Category of Work to be Performed <u>Flooring</u>
Address <u>160 Cleveland St</u>	CCB Number <u>85976</u>
City, State, Zip <u>Eugene, OR 97402</u>	Subcontract Amount <u>\$55,520.⁰⁰</u>
Firm Name	Category of Work to be Performed
Address	CCB Number

**SECTION 00 45 21
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

Project Name: Sweet Home City Hall – Sweet Home, Oregon

Bid Closing Date & Time: **September 26, 2018 @ 2:00 PM LOCAL TIME**

Bidding Contractor Name: WILDISH PAVING CO. dba WILDISH BUILDING CO.

CCB Number: 34429

Firm Name <u>HATHAWAYS, INC.</u>	Category of Work to be Performed <u>GYP BOARD/ ACCUSTIC CEILING</u>
Address <u>745 A RIVER AVE</u>	CCB Number <u>220074</u>
City, State, Zip <u>EUGENE, OR 97401</u>	Subcontract Amount <u>176,507⁰⁰</u>
Firm Name <u>NORTHWEST MECHANICAL</u>	Category of Work to be Performed <u>HVAC</u>
Address <u>PO 1593</u>	CCB Number <u>190341</u>
City, State, Zip <u>ALBANY, OR 97321</u>	Subcontract Amount <u>111,700⁰⁰</u>
Firm Name <u>BENTON ELECTRIC</u>	Category of Work to be Performed <u>ELECTRICAL</u>
Address <u>34037 EXOR RD</u>	CCB Number <u>4213</u>
City, State, Zip <u>ALBANY, OR 97321</u>	Subcontract Amount <u>106,500</u>
Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount
Firm Name	Category of Work to be Performed
Address	CCB Number

**SECTION 00 45 21
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

Project Name: Sweet Home City Hall – Sweet Home, Oregon

Bid Closing Date & Time: September 26, 2018 @ 2:00 PM LOCAL TIME

Bidding Contractor Name: GBC Construction

CCB Number: 11010112

Firm Name <u>LP COMPANY</u>	Category of Work to be Performed <u>Drywall, FRAMING CEILING</u>
Address <u>P.O. BOX 12457</u>	CCB Number <u>05331</u>
City, State, Zip <u>SALEM OR 97309</u>	Subcontract Amount <u>\$ 139,039</u>
Firm Name <u>RUBENSTEIN'S</u>	Category of Work to be Performed <u>FLOORING</u>
Address <u>P.O. BOX 10637</u>	CCB Number <u>85976</u>
City, State, Zip <u>EUGENE, OR 97440</u>	Subcontract Amount <u>\$ 55,520</u>
Firm Name <u>NORTHWEST MECHANICAL</u>	Category of Work to be Performed <u>HVAC</u>
Address <u>P.O. BOX 1593</u>	CCB Number <u>190341</u>
City, State, Zip <u>ALBANY OR 97321</u>	Subcontract Amount <u>\$ 111,700</u>
Firm Name <u>SUNSET ELECTRIC</u>	Category of Work to be Performed <u>ELECTRICAL</u>
Address <u>P.O. BOX 70440</u>	CCB Number <u>158859</u>
City, State, Zip <u>SPRINGFIELD OR 97475</u>	Subcontract Amount <u>\$ 99,480</u>
Firm Name	Category of Work to be Performed
Address	CCB Number

Sweet Home New City Hall Reconstruction
 GC and SubContractors List.

General Contractor	GBC Construction \$910,000.00	Wildish Building Company \$1,228,000.00	Collaborative Const. Solutions LLC \$1,020,000.00
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1st Tier Subcontractors			
Mechanical - HVAC	Northwest Mechanical \$111,700	Northwest Mechanical \$111,700	Northwest Mechanical \$111,700
Electrical	Sunset Electric \$99,480	Benton Electric \$106,500	Sunset Electric \$113,705
Drywall/Ceilings	LP Company \$139,039	Hathaway Inc \$176,507	IES \$158,991
Flooring	Rubensteins \$55,520	--	Rubensteins Contract Carpet \$55,520
Subcontractor Totals	\$405,739	\$394,707	\$439,916

Percent of GC Bid	45%	32%	43%
Remainder for Construction	\$504,261	\$833,293	\$580,084



PROJECT FILE MEMORANDUM

Sweet Home Community & Economic Development Dept.
1140 12th Avenue, Sweet Home OR 97386

TEL: 541-367-6977
FAX: 541-367-6440

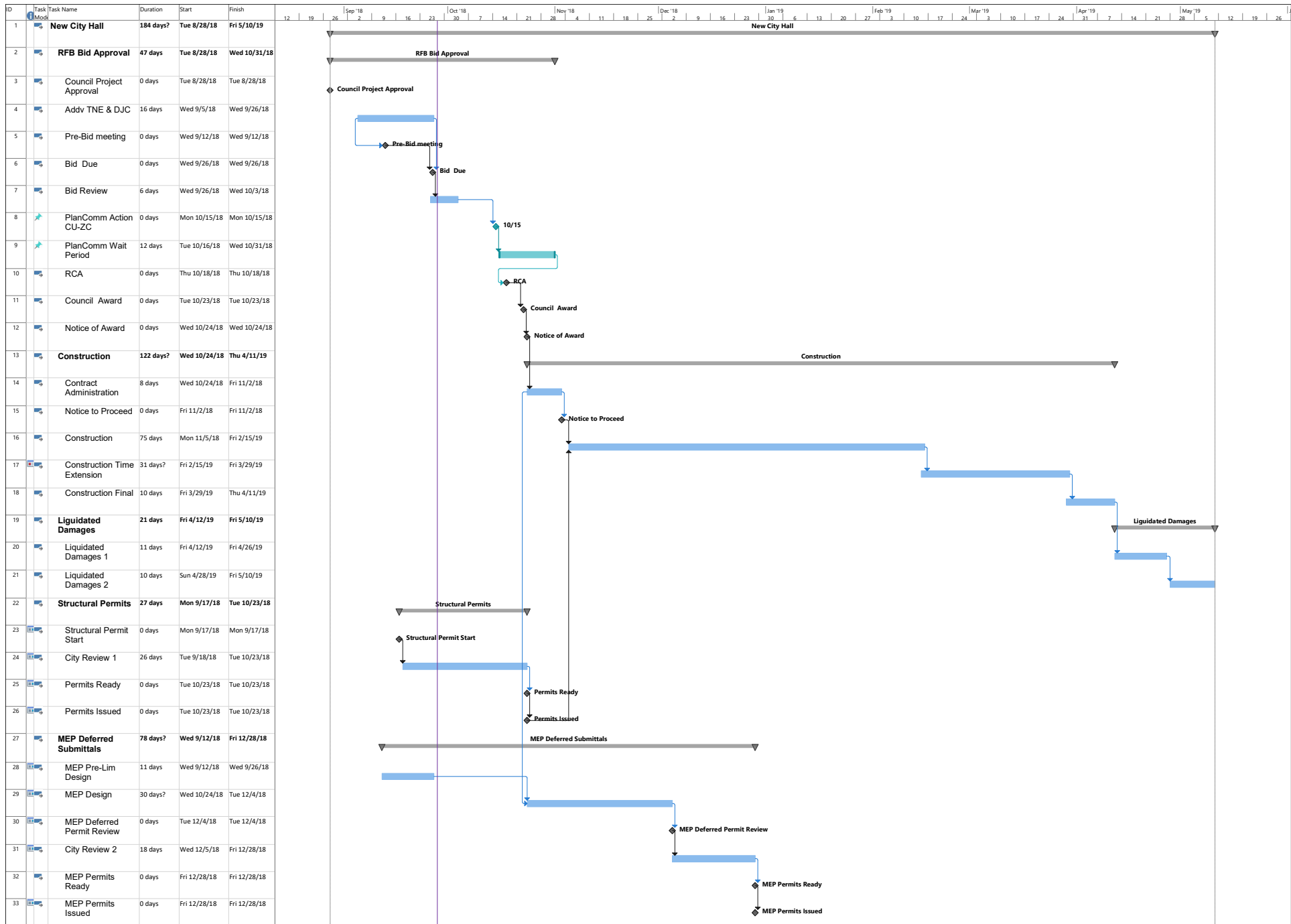
TO: RAY TOWRY,
FROM: JOE GRAYBILL
SUBJECT: TIME LINE FOR NEW CITY HALL (NCH)
PERMIT: NA
DATE: AUGUST 22, 2018
 REVISED SEPTEMBER 28, 2018.
PROPERTY FILE: 13S 01E 33B 00101

1. Project Schedule

The work schedule below includes bidding, a pre-bid meeting, Council approval to proceed with construction, and project completion dates.

The work schedule is extended at the bidders and architects request to accommodate additional front-end Design-Build time for the subcontractor MEPs (Mechanical, Electrical, & Plumbing). An additional 6 week process time will place the Substantial Completion Date to be March 29, 2019.

Current Date through Completion	
City Council NCH Approval to Proceed with Bidding.	<u>Aug 28th</u>
Construction advertisement on	<u>Sep 5th</u> to
Pre-Bid Walk Thru at NCH	<u>Sep 12th</u>
Architects Questions closed on	<u>Sep 19th</u>
Construction bids due	<u>Sep 26th</u>
Construction bid review by City	<u>Sep 26th</u> to <u>Oct 3rd</u>
Construction RCA to City Council	<u>Oct 3rd</u>
Construction Bid evaluation by City Council	<u>Oct 9th</u>
Construction Bid award	<u>Oct 10th</u>
Construction startup meetings	<u>Oct 10th</u> to <u>Oct 19th</u>
Construction start	<u>Oct 22nd</u>
Construction is to be substantially completed, Certificate of Occupancy. (Rev.)	<u>Feb 14th</u>
Construction completed. (Rev.)	<u>Feb 28th</u>
New Schedule Completion Date	<u>March 29th</u>
Construction Liquidated Damages. (Rev.)	<u>Apr 1st</u> <u>Apr 12th</u>
Construction Liquidated Damages Rate Increase. (Rev.)	<u>Apr 15th</u> to <u>Apr 26th</u>
Construction Liquidated Damages Rate Increase. (Rev.)	<u>Apr 29th</u> to <u>Cert of O.</u>



Project: City Hall Const Sched Date: Fri 9/28/18

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

External Tasks External Milestone

Deadline Progress

Manual Progress



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018	TITLE: Public Hearing on Zone Change Application ZC 18-03	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> OTHER
SUBMITTED BY: Jerry Sorte, CED Director	ATTACHMENTS: Staff Report	
REVIEWED BY:		

PURPOSE OF THIS RCA:

The purpose of this RCA is to provide background information for the City Council; so that the Council can make an informed decision on a requested zone change for the new City Hall property.

BACKGROUND/CONTEXT:

This is an application by the City of Sweet Home to change the zoning of an approximately 5.3 acre property; including adjacent Main Street (Highway 20) right-of-way, from the Residential Low-Density (R-1) Zone to the Commercial Highway (C-2) Zone. The property has a Comprehensive Plan Map designation of Highway Commercial, and the current R-1 zoning is not consistent with the existing Comprehensive Plan Map designation for the property. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation.

The property that is subject to this application is located at 3225 Main Street, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E33B Tax Lot 101; Including adjacent right-of-way within Main Street (Highway 20).

The Planning Commission held a public hearing on October 15, 2018, and made a recommendation to the City Council to approve this application. The City Council will hold a public hearing and make a decision on this application. The Staff Report for this project is included as Exhibit 1 to this RCA.

THE CHALLENGE/PROBLEM:

Does the proposed zone change comply with the applicable provisions of the Sweet Home Municipal Code; including the provisions of the Sweet Home Comprehensive Plan?

STAKEHOLDERS:

- City of Sweet Home Property Owners, Businesses, and Residents – The proposed zone change would facilitate the development of the new City Hall property. The property would become a location where the City would provide services to all City property owners, businesses, and residents.

ISSUES & FINANCIAL IMPACTS:

If approved, the subject property would be developed as the new City Hall. The property had been previously used as a governmental office facility by the U.S. Forest Service, and the City currently owns this property.

ELEMENTS OF A STABLE SOLUTION:

A stable solution should include consideration by the City Council on whether the proposed zone change helps the City to meet its long term planning vision and whether the proposal complies with all of the applicable review and decision criteria.

OPTIONS:

1. Move to approve application ZC 18-03.
2. Move to deny application ZC 18-03 (specify reasons);
3. Move to continue the public hearing in order to consider the information in the record or to gather additional information (specify date, time, and location);
4. Take no action; or
5. Other

If the City Council approves this application, staff will prepare an ordinance for review and adoption by the City Council. The ordinance would officially amend the Zoning Map and adopt findings of fact in support of the application.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing on these applications. Based on the information submitted in the record to date, staff recommends that City Council follow Option 1 and move to approve application ZC 18-03.

EXHIBITS:

- Exhibit 1 - Staff Report Dated October 16, 2018; Which Includes the Following Attachments:
- A - Subject Property Map
 - B - Zoning Map
 - C - Comprehensive Plan Map
 - D - Aerial Photograph
 - E - Planning Application Form



Community and Economic Development Department

City of Sweet Home
 1140 12th Avenue
 Sweet Home, OR 97386
 541-367-8113
 Fax 541-367-5113
 www.ci.sweet-home.or.us

Staff Report Presented to the City Council

REQUEST: Zone Change Application: ZC 18-03: The City of Sweet Home is proposing to change the zoning of an approximately 5.3 acre property; including adjacent Main Street (Highway 20) right-of-way, from the Residential Low-Density (R-1) Zone to the Commercial Highway (C-2) Zone. The property has a Comprehensive Plan Map designation of Highway Commercial, and the current R-1 zoning is not consistent with the existing Comprehensive Plan Map designation for the property. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission held a public hearing on October 15, 2018, and made a recommendation to the City Council to approve this application. The City Council will hold a public hearing and make a decision on this application.

APPLICANT/**PROPERTY OWNER:** City of Sweet Home**PROPERTY LOCATION:** 3225 Main Street, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E33B Tax Lot 101; Including adjacent right-of-way within Main Street (Highway 20).**REVIEW AND****DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.12.025; OAR 660-012-0060**FILE NUMBER:** ZC 18-03**CITY COUNCIL PUBLIC HEARING**

- **DATE & TIME:** October 23, 2018 at 6:30 PM
- **LOCATION:** Sweet Home Police Department, 1950 Main Street, Sweet Home, Oregon 97386

REPORT DATE: October 16, 2018**I. PROJECT AND PROPERTY DESCRIPTION**

LOCATION: The subject property contains approximately 5.3 acres, and is part of a tract of land that was formerly used as a U.S. Forest Service facility. The property subject to this application includes the adjacent portion of right-of-way that extends to the center of Main Street (Highway 20). The property is currently zoned R-1, and the City would like to change the zoning to C-2 in order to implement the property's existing Comprehensive Plan designation of Commercial.

The City of Sweet Home has concurrently applied for Conditional Use Permit CU 18-12 to use the subject property, and the neighboring City-owned properties identified as Tax Lots 200, 300, and 400 (13S01E33B) as the new location of the Sweet Home City Hall. Tax Lots 200, 300, and 400 are already zoned C-2. Approval of this zone change application would bring the entire tract into the C-2 zone.

The Planning Commission held a public hearing on this application on October 15, 2018. After providing an opportunity for public testimony and deliberating on this matter, the Planning Commission passed a motion 4-0 to recommend that the City Council approve this application.

The Planning Commission also held a public hearing and approved application CU 18-12; which is dependent on approval of this zone change.

ZONING AND COMPREHENSIVE PLAN DESIGNATIONS:

Property	Zoning Designation	Comprehensive Plan Designation
Subject Property	Residential Low Density (R-1)	Highway Commercial
Property North	Residential High Density (R-2) and Commercial Highway (C-2)	Highway Commercial
Property East	Residential High Density (R-2) and Commercial Highway (C-2)	High Density Residential and Highway Commercial
Property South	Commercial Highway (C-2)	High Density Residential
Property West	Commercial Highway (C-2)	High Density Residential

Floodplain Based on a review of the FEMA FIRM Maps; Panel 41043C0914G dated September 29, 2010, the subject property is not located in the 100-year floodplain.

Wetlands: The subject property does not contain significant wetlands that are included on the Sweet Home Local Wetlands Inventory or the National Wetlands Inventory (NWI) Map.

Access: The subject property has frontage and existing access along Main Street (Highway 20). Main Street is identified as a Major Arterial in the Sweet Home Transportation System Plan; Figure 2.2.

Services: The property is connected to City water and sewer.

TIMELINES AND HEARING NOTICE:

Notice to DLCD (35-Day Notice): September 10, 2018

Mailed/Emailed Notice: September 24, 2018

Notice Published in New Era newspaper: October 3, 2018

Planning Commission Public Hearing: October 15, 2018

City Council Public Hearing: October 23, 2018

Notice was provided as required by SHMC 17.12.120.

II. COMMENTS

ODOT: ODOT has no comments on the City’s proposal regarding this proposed zone change and conditional use permit to use the former Forest Service Building as the new City Hall.

Joe Graybill, Staff Engineer
Community and Economic
Development Department:

Project & Location:

Zone Change & Conditional Use request for Assessor Map
13S01E33B Lot 101, 3225 Main St. The owner is The City of Sweet
Home.

Streets & Stormwater:

The right of way of Main St (Hwy 20, Santiam Hwy) is 100 feet wide,
with nearly 80 feet of pavement. Sidewalks and driveway aprons
are in place along the roadway.

The reconstruction of City Hall will be an interior project. Except for
work on the south exterior wall for siding repair and a rear access
doorway and porch cover. The parking lot and ADA accessibility
path striping, and ramps (front and back), will need reconstruction.

Stormwater is conveyed in a pipe and catch basin system along the
Main St frontage of the property. Parking lot catchbasins connect
to pipes to the south rear portion of the property and discharge to
the piped creek running across the SW property corner. Upgrading
the catchbasins to City Standard pollution control Dual-Box units (or
at least the last one prior to discharge) will need reconstruction.

Water & Sanitary:

The property is already connected to City Water and Sewer systems
which are in the Main St right-of-way. Both of which are large
enough to serve the property, as well as any future uses.

Comments & Recommendations:

The neighboring property eastward encroaches onto the city lands
by about 14 feet, for a length south from Main St about 105 feet.
The property line runs in the middle of their driveway and apron
access to Main St. The city has been talking with the property
owner to evaluate different alternatives.

Community:

No comments from the community have been received as of the
writing of this staff report.

III. REVIEW AND DECISION CRITERIA

The review and decision criteria for a zone change are listed below in bold. Staff findings and
analysis are provided under each review and decision criterion.

- A. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following: [SHMC 17.12.010]**
 - 1. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]**
 - i. The Zoning Code implements the Comprehensive Plan by providing specific development guidelines for each Land Use Designation. The general nature of each Comprehensive Plan Land Use Designation will**

guide the uses and standards for the corresponding zone in the Zoning Code. [Sweet Home Comprehensive Plan, Chapter 2 Text]

- ii. **The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home.** [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Policy 1]
- iii. **Zoning Codes. The Zoning Codes regulate the use of land on a comprehensive basis. More specifically, the Zoning Codes divide the community into residential, commercial, industrial, and other use zones based on the Comprehensive Plan. Each zone has standards and regulations that determine the allowed uses on that land and the standards to which structures must conform, such as building height, yard setbacks, and lot size. The Codes consists of text, found in Title 17 of the Sweet Home Municipal Codes, and an official Zoning Map.**

The Zoning Codes fulfill two major roles. First, zoning promotes the public health, safety, and welfare of Sweet Home. Secondly, the Zoning Codes implement the Comprehensive Plan. Oregon Revised Statute 197.175 states that cities will:

- **Prepare, adopt, amend, and revise comprehensive plans in compliance with Statewide Planning Goals; and**
- **Enact land use regulations to implement their comprehensive plan.**

In a broad sense, zoning encourages the orderly development of the community and implements the Comprehensive Plan. Zoning can only partially relate to the longterm aspects of the plan because as a regulatory tool, it must relate to the current conditions within the City of Sweet Home.

The Comprehensive Plan provides a general and long-range policy for the City while the Zoning Codes serve as a legal ordinance with binding provisions on land development. The various zones have specific boundaries and when drafting the Zoning Ordinance, the City considers how each land parcel will be effected.

Zoning Code provisions and the Zoning Map can be amended. Amendments shall be consistent with the Comprehensive Plan. If proposed amendments to the Zoning Codes do not comply with the Comprehensive Plan, the Comprehensive Plan must also be amended so that the two documents correspond. [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Chapter 8: Plan Management]

Staff Findings: The applicant is proposing to change the zoning of the subject property from R-1 to C-2. The Comprehensive Plan Map designation of the subject property is Highway Commercial. The current R-1 zoning designation is not consistent with the existing Comprehensive Plan Map designation of the subject property. The proposed zoning would implement the Highway Commercial Comprehensive Plan Map designation, and would therefore be consistent with the Sweet Home Comprehensive Plan.

The application complies with this criterion.

- 2. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment; [SHMC 17.12.025(B)]**

Staff Findings: The subject property has historically been used as a government use facility. Prior to acquisition by the City, the property was used as a U.S. Forest Service facility. The City of Sweet Home does not have a zoning designation that is specifically designed to facilitate public use. The proposal in this application, in combination with Conditional Use Permit CU 18-12, would formally memorialize and authorize the historic government use of the subject property.

The application complies with this criterion.

- 3. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and [SHMC 17.12.025(C)]**

Staff Findings: The City of Sweet Home is planning to remodel the former U.S. Forest Service building in order to use the building as a new City Hall. The property is currently served by water, sewer, and franchised utilities. The subject property has existing access to Main Street (Highway 20). Staff anticipates that due to the nature of the proposed use of the property as City Hall, the property will be used for governmental use for the foreseeable planning future.

The application complies with this criterion.

- 4. OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
 - i. Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
 - ii. Change standards implementing a functional classification system; or**
 - iii. Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
 - a. Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
 - b. Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**

- c. Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan. [OAR 660-012-0060(1)]**

Staff Findings: The subject property has existing access to Highway 20 (Main Street). ODOT was notified of this application and did not have concerns with use of the subject property as City Hall. The proposed use would be consistent with past use of the property as a U.S. Forest Service facility. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood.

IV. CONCLUSION AND RECOMMENDATION

Based on the findings listed in Section III of this report and the recommendation of approval by the Planning Commission, staff recommends that the City Council approve this application. Since the request is for a zone change, staff has not recommended any conditions of approval.

V. CITY COUNCIL ACTION

In taking action on a zone change application, the City Council will hold a public hearing at which it may either approve or deny the application. The recommendation should be based on the applicable review and decision criteria.

Motion:

After opening the public hearing and receiving testimony, the City Council's options include the following:

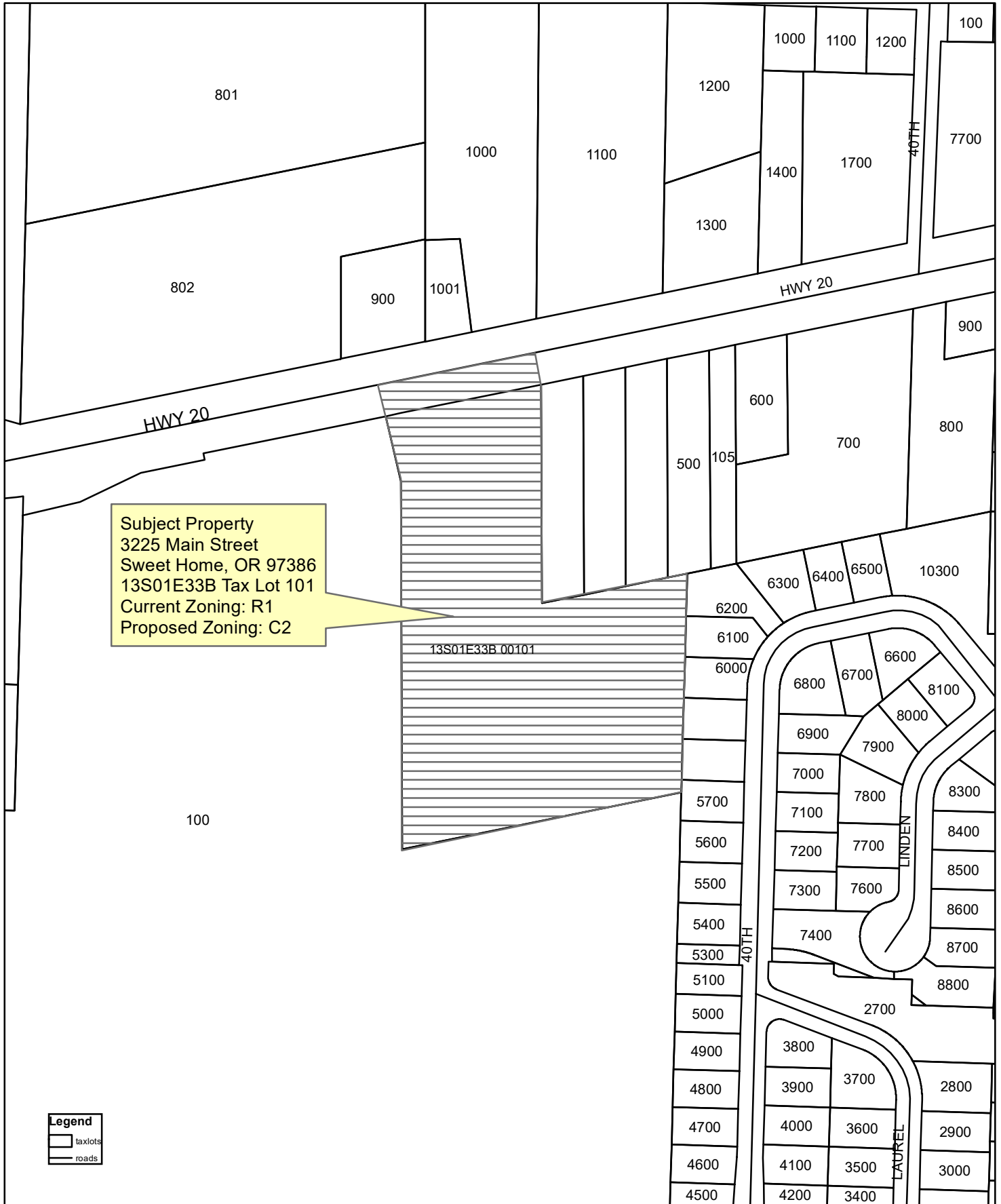
1. Move to approve application ZC 18-03;
2. Move to deny application ZC 18-03 (specify reasons);
3. Move to continue the public hearing to a date and time certain (specify); or
4. Other.

Implementation:

If the City Council approves this application, staff will prepare an ordinance for review and adoption by the City Council. The ordinance would officially amend the Zoning Map and adopt findings of fact in support of the application.

VI. ATTACHMENTS

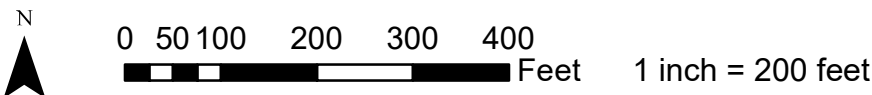
- A - Subject Property Map
- B - Zoning Map
- C - Comprehensive Plan Map
- D - Aerial Photograph
- E - Planning Application Form



Subject Property
3225 Main Street
Sweet Home, OR 97386
13S01E33B Tax Lot 101
Current Zoning: R1
Proposed Zoning: C2

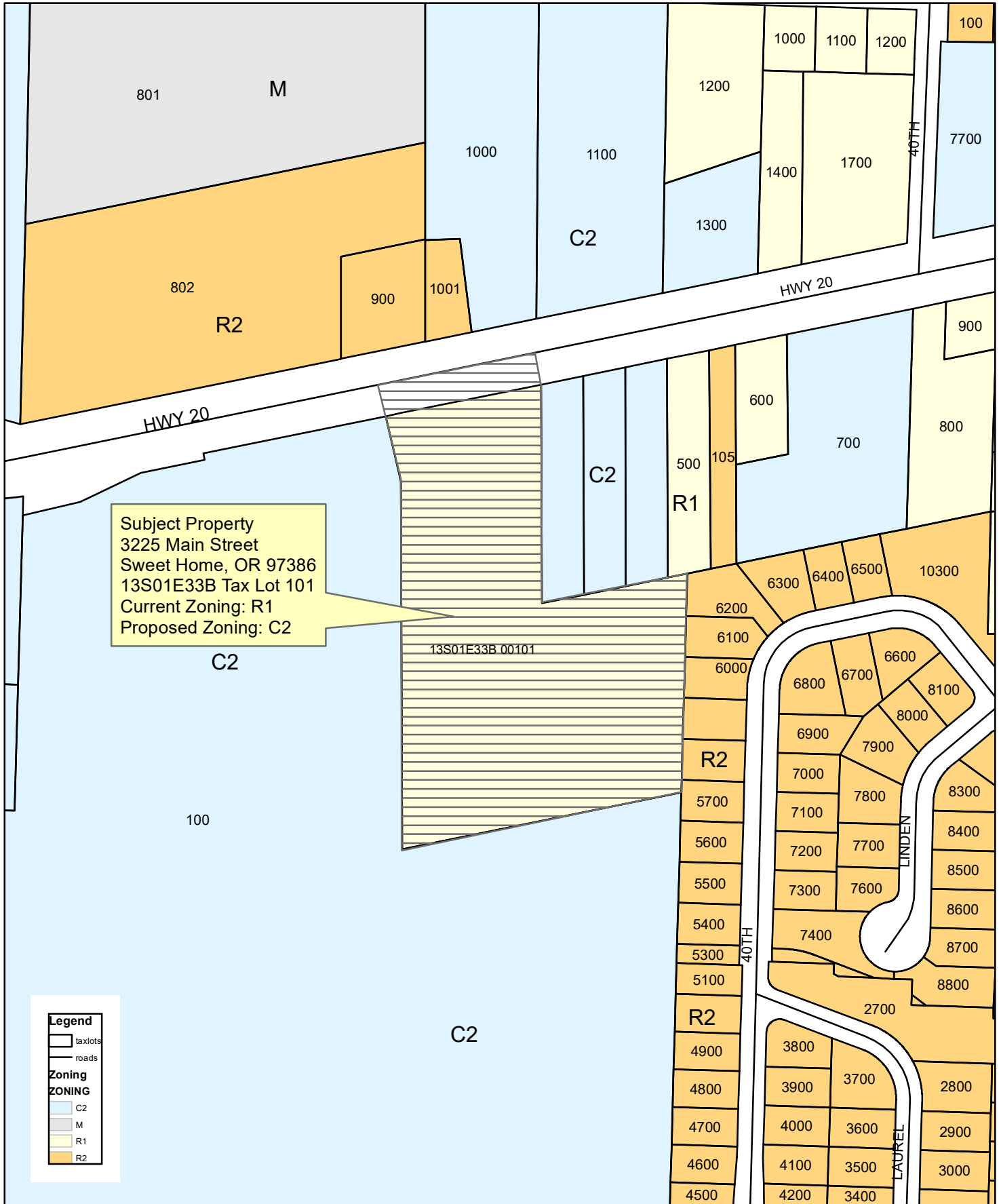
13S01E33B 00101

Legend
taxlots
roads



3225 Main Street
Sweet Home, OR 97386
City Council Packet, 2-18-2016

City of Sweet Home Planning Map
Zone Change ZC 18-03
Zoning Designations



Subject Property
3225 Main Street
Sweet Home, OR 97386
13S01E33B Tax Lot 101
Current Zoning: R1
Proposed Zoning: C2

Legend

- taxlots
- roads

Zoning

ZONING

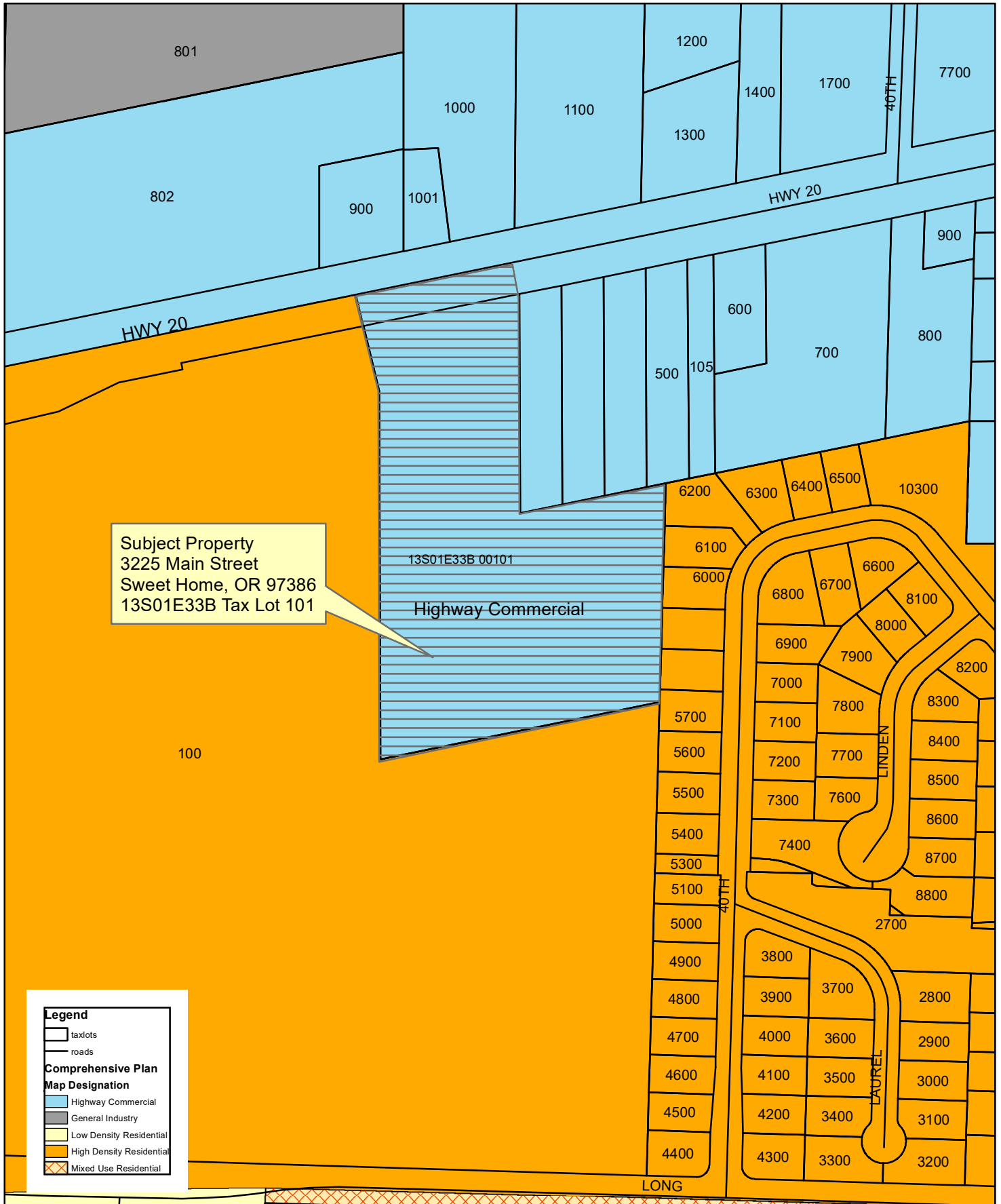
- C2
- M
- R1
- R2



0 50 100 200 300 400 Feet 1 inch = 200 feet



3225 Main Street
Sweet Home, OR 97386
City Council Packet, 2018-09-18



Subject Property
3225 Main Street
Sweet Home, OR 97386
13S01E33B Tax Lot 101

13S01E33B 00101
Highway Commercial

Legend

- taxlots
- roads

Comprehensive Plan Map Designation

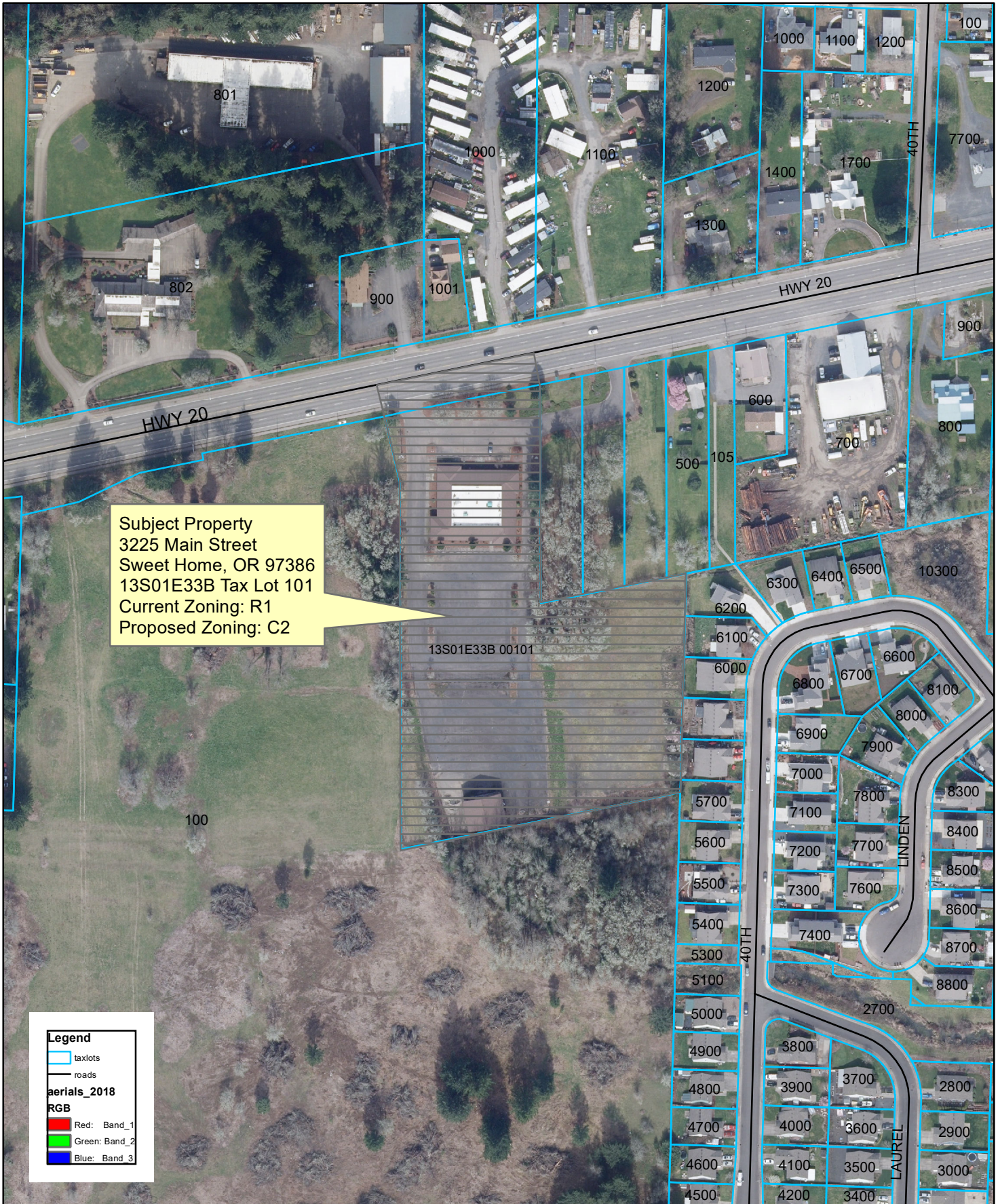
- Highway Commercial
- General Industry
- Low Density Residential
- High Density Residential
- Mixed Use Residential



0 50 100 200 300 400 Feet 1 inch = 200 feet



3225 Main Street
Sweet Home, OR 97386
City Council Packet, 2018-09-18



Subject Property
3225 Main Street
Sweet Home, OR 97386
13S01E33B Tax Lot 101
Current Zoning: R1
Proposed Zoning: C2

Legend

- taxlots
- roads

aerials_2018

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3





City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386
541-367-8113
Fax 541-367-5113
www.ci.sweet-home.or.us

Community and Economic Development Department

Application for an Amendment to the
Comprehensive Plan or Zoning
Maps or Text

Date Received: 9/24/18
Date Complete: _____
File Number: ZC 18-03
Map/Text Amendment Application Fee \$: N/A
Zoning Application Fee \$: N/A
Receipt #: _____
Planning Commission Hearing Date: 8/15/18

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

City Council Hearing Date: _____
Applicant's Name: City of Sweet Home
Property Owner: City of Sweet Home
Applicant's Address: 1140 12th Avenue, Sweet Home, OR 97386
Owner's Address: 1140 12th Avenue, Sweet Home, OR 97386
Applicant's Phone and e-mail: 541-367-8113
Owner's Phone and email: 541-367-8113; jsorte@sweethomeor.gov

Comprehensive Plan Map or Zoning Map Amendment
Subject Property Address: 3225 Main Street, Sweet Home, OR 97386; Adjacent right-of-way
Subject Property Assessor's Map and Tax Lot: 13S01E33B Tax Lot 101
Subject Property Size: 5.3 acres
Current Zoning Classification: R-1
Current Comprehensive Plan Classification: Highway Commercial

Purpose of Request
Change the zoning of the subject property from R-1 to Commercial Highway (C-2)

Zoning or Comprehensive Plan Text Amendment
Sections proposed to be changed: N/A
Proposed language for change: N/A Attach proposed text to this form.

Purpose of Request
N/A

Submittal Requirements
The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.
I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.

Applicant's Signature: _____ Date: 9/24/18
Property Owner's Signature: _____ Date: 9/24/18



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018	TITLE: Capitol Christmas Tree Booking Agreement - Cloverdayle	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: City Manager Ray Towry	ATTACHMENTS: Cloverdayle Agreement	<input checked="" type="checkbox"/> MOTION
REVIEWED BY:		<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

Council approval of an Agreement with Cloverdayle to perform during the Capitol Christmas Tree Event on November 9, 2018.

BACKGROUND/CONTEXT:

The Capitol Christmas Tree Committee has scheduled events to be held on November 9, 2018 in honor of the Capitol Christmas Tree’s journey to the Washington D.C. Events include a parade, street fair, Proclamation by the Mayor, and performances by the HS Choir and special entertainment Cloverdayle thanks to efforts by SHEDG and Jamboree Director Robert Shamek.

Legal staff has read through and approved the Agreement.

THE CHALLENGE/PROBLEM:

Entertainment not yet secured for the Capitol Christmas Tree Event

STAKEHOLDERS:

Citizens of Sweet Home: are expected to take part in this special community event.

ISSUES & FINANCIAL IMPACTS:

The City will pay Cloverdayle \$2,000.00 for the performance during the Capitol Christmas Tree Event and cover the cost of two double rooms. There is no additional cost for travel and ground transportation. This comes from the approved event budget in the 2018/19 Budget.

ELEMENTS OF A STABLE SOLUTION:

Contract for event entertainment.

OPTIONS:

1. Approve the Agreement as presented. The City will engage Cloverdayle to perform during the Capitol Christmas Tree Event on November 9, 2018.
2. Reject the Agreement

RECOMMENDATION:

Staff recommends Council choose option #2, ***Motion to approve agreement with Cloverdayle to perform during the Capitol Christmas Tree Event on November 9, 2018.***

BOOKING AGREEMENT

This Booking Agreement (the "Agreement") is made by and between Cloverdayle, (hereinafter "Artist"), and City of Sweet Home (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Event Details

Artist:	Cloverdayle
Date:	Friday, November 9, 2018
Venue:	Sweet Home High School
Address:	1641 Long St, Sweet Home, OR 97386
Event Type:	Public
Event Start Time:	7:30pm (see attached tentative schedule)
Performance Type:	Amped Acoustic Duo
Performance Time:	8:30pm (60-75 minute performance)
Additional Terms:	Purchaser agrees to provide production for amped acoustic performance per attached stage plot.

2. Payments

The Purchaser hereby agrees to pay Artist **\$2,000.00** USD for the Performance. Payment must be received in full prior to the start of the Performance.

Deposit: Deposit of **\$1,000.00** USD is due upon fully executed performance agreement. Send check via express or priority mail to: **Cloverdayle, LLC, 2120 Lebanon Pike, #13, Nashville, TN 37210.**

Balance: Balance of **\$1,000.00** USD due to Artist prior to Performance. Check shall be made payable to: **Cloverdayle, LLC.** This balance is guaranteed Rain or Shine. No personal checks will be accepted.

3. Travel and Accommodation

Hotel: Purchaser pays for lodging. Minimum of two double rooms lodging are required.

Transport: Purchaser does not pay for travel.

Ground: Purchaser does not pay for ground transportation.

4. Security

The Purchaser shall guarantee proper security always to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property. Security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the

premises and conclude at event end time. Purchaser shall clearly outline event schedule and communicate event end time to Artist upon Artist arrival.

5. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist.

6. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

7. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

8. Merchandising

Artist shall have the exclusive right to sell all types of its merchandise including, but not limited to, souvenir programs, photographs, records, clothing (i.e., T-shirts-hats, etc.), posters, stickers, and on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by Purchaser unless otherwise mutually agreed upon in writing or specified herein. In no instance shall the Purchaser be entitled to more than 10% of Artist's merchandise sales.

9. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

10. Term and Termination

a. Term. This agreement shall stay in effect through and including the final engagement date as noted above.

b. Termination. In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to

that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

11. Force Majeure

In the event of accident, riot, strike, terrorism, proven sickness/disability of Artist, epidemic, act of God, or any other Force Majeure event, the Parties may negotiate a mutually agreeable substitute Performance on the same terms as this Agreement save for the time/date of Performance, with no further deposit due, in which case a new Agreement reflecting this will be signed by both Parties. If a substitute Performance cannot be mutually agreed upon between both Parties, then no other portion of the Fee is due (save for the Deposit per Section 2. above which is non-refundable) and the Parties shall be excused from their obligations under this Agreement. No further damages may be sought for failure to perform due to Force Majeure.

12. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

13. Governing Law

This Agreement shall be governed by and subject to the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision.

14. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

15. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

16. Entire Agreement

This engagement is not to be advertised or publicized in any manner or form without written approval from Artist or Agent until this contract is fully processed and signed by both Parties and Purchaser has paid deposit as outlined in Section 2 above. This contract may become void if Purchaser fails to sign and return same within fourteen (14) days of date issued. This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND PURCHASER NAMED HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL. We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. RIDERS attached hereto are hereby made a part hereof.

ACCEPTED AND AGREED TO:

PURCHASER

_____ [SIGNATURE] _____ [DATE]

Name: Mayor Greg Mahler
Address: 1140 12th Avenue, Sweet Home, OR 97386
Email: gmahler@sweethomeor.gov
Phone: (541) 401-0110

_____ [SIGNATURE] _____ [DATE]

Name: City Manager Ray Towry
Address: 1140 12th Avenue, Sweet Home, OR 97386
Email: rtowry@sweethomeor.gov
Phone: (541) 367-5128

ARTIST

_____ [SIGNATURE] _____ [DATE]

Name: Rachel Hamar, Cloverdayle, LLC
Address: 2120 Lebanon Pike, #13, Nashville, TN 37210
Email: cloverdayle411@gmail.com
Phone: (503) 539-8990

Tentative Event Schedule (to be confirmed and advanced with Artist at least one week prior)

On Mon, Oct 8, 2018 at 11:30 PM Susan Coleman <scoleman@sweethomeor.gov> wrote:

Good Evening Tim,

A draft of the program schedule the committee has planned is listed below. The gymnasium will be available all day before the program. Anytime after 8:00am and before 7:00pm can be the load in time. The school can be accessed through the 18th street entrance behind the school (all other entrances will be closed.) As far as the sound check goes, probably between 5:30-7pm, depending on who is doing running sound. (Robert is contacting someone for this.)

7:30	Welcome from Mayor/Proclamation/What Celebration is for	Susan Coleman
7:35	Mayor encourages crowd to move to gym	Susan Coleman
7:45	Singing of National Anthem	Shirley Austin
7:48	Moriah Winn sings	Shirley Austin
7:54	Thanking of volunteers	Susan Coleman
7:57	Superintendent introduces forestry program	Susan Coleman
8:00	Tree moves on/Long Street reopens	Dominic
8:00	Dustin thanks forest industry	Susan Coleman
8:03	Forest Service?	Nikki Swanson
8:08	Farthing duet	Shirley Austin
8:13	Introduce HS choir/sings 2 songs (1 song people can join in on)	Shirley Austin
8:30	Cloverdayle Concert begins Performance = 60-75 minutes	Robert Shamek
10:00	Concert Ends	

Please let me know if there is any more information you need.

Sincerely,

Susan Coleman

Sweet Home City Councilor

scoleman@sweethomeor.gov

541.409.0372

LEAD VOCAL 1
WIRELESS MIC - XLR
IN EAR MONITOR - XLR
(BRINGING A SHURE BETA
WIRELESS & IN EAR MONITOR)

IN EAR
MON
MIX 1

MON
MIX 2

**ACOUSTIC GUITAR
& LEAD VOCAL 2**
DI
VOCAL MIC
POWER DROP

MON
MIX 2

CLOVERDAYLE (ACOUSTIC)

CLOVERDAYLE 2018 PROMO MATERIAL:
<https://www.dropbox.com/sh/im0yt3j10km66yd/AADEJcxspK95wjNn-zUfYGMa?dl=0>



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018	TITLE: Water System Leak Detection Survey	TYPE OF ACTION: _____ RESOLUTION
SUBMITTED BY: T. Rice, Engineering Tech. G. Springman, PW Director	ATTACHMENTS: Leak Detection Survey Proposal Record of staff attempt to get 3 quotes	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		_____ OTHER

PURPOSE OF THIS RCA:

Staff is requesting authorization to accept the proposal by American Leak Detection of Medford, Oregon for leak detection services on the City’s water distribution system.

BACKGROUND/CONTEXT:

The City has a number of older waterlines that are increasingly failing due to age with either small constant leaks, or pipe line breaks. We have an active Capital Improvement Plan to evaluate all lines, and a program to replace them over time as funding allows. Currently, repairs are made as leaks are discovered. Water main replacement projects are prioritized *reactively* based on these leak repairs, low pressure complaints from citizens, and the age/material of the waterlines.

Unfortunately many leaks go unseen because they never reach the road surface and therefore persist unrepaired. Industry experience is that the majority of water leaks do not reach the surface. Systemwide, these numerous unseen leaks add up and are often a major factor of non-revenue water loss and pressure loss. The City has a high percentage of water loss and staff believes these unseen leaks are a large part of that. Water loss increases the operating costs of producing more water and long-term system maintenance due to more wear & tear on pumps, etc.

A comprehensive leak survey will identify the unseen leaks which will allow staff to prioritize repairs and replacement projects proactively based on all actual leak locations, instead of reactively based on just the leaks that reach the road surface. This will reduce water loss and ultimately reduce long term expenses for water production and system maintenance.

A leak survey consists of using acoustical listening equipment along with leak correlation, ground micng, pipeline locating, and using inert test gases (helium and nitrogen) approved by the AWWA as the approved test gas needed for testing the system and locating leaks. The survey will record any leaks, irregularities or defects that may need to be addressed to maintain the integrity of the water system. A comprehensive report will be submitted upon completion, which will identify leak locations, aid in prioritizing repairs and provide a record for future maintenance.

Staff sought three quotes for this service. After multiple directory searches and calls to industry contacts it became apparent that the only company in the area that performs leak detection on a large, municipal scale is American Leak Detection of Medford, Oregon. Other leak detection companies provide services for small projects such as residential leaks and referred staff to American Leak Detection for a project this large. A proposal to survey the entire distribution system has been submitted in the amount of \$17,500 from American Leak Detection of Medford, Oregon.

Work would be scheduled to begin in November 2018 according to the contractor's availability and is estimated to take 14 business days. Allowing for possible weather delays, project completion is anticipated by December 31, 2018.

THE CHALLENGE/PROBLEM:

How do we actively address non-revenue water loss in our water distribution system? How do we prioritize repairs and replacement projects for the aging, leaking infrastructure in the water delivery system which is inefficient and costly to maintain?

STAKEHOLDERS:

- **Citizens:** City of Sweet Home residents and water system users will be better served with targeted repair and replacement projects resulting in improved system pressures and flows. Likewise, a more efficient delivery system helps lower production and maintenance costs.
- **Staff:** A comprehensive leak survey will allow staff to prioritize repairs and replacement projects proactively based on all actual leak locations, instead of reactively based on just the leaks that reach the road surface.

ISSUES & FINANCIAL IMPACTS:

1. Waterline leak investigation and potential repairs are allocated within the Water Fund section of the adopted Operating Budget.
2. The budgeted allocation for leak identification & repair is \$100,000. The proposal is \$17,500.

ELEMENTS OF A STABLE SOLUTION:

A decision by the Council to allow acceptance of a proposal per ORS and local bidding policies.

OPTIONS:

1. Reject the proposal and cancel project. Not accepting the proposal would cause the project to come to a stop. This option would allow unseen water leaks to continue without being identified, contributing to non-revenue water loss and delaying improvements to flow and pressure to residents.
2. Reject the proposal and redefine project scope. Similar to option 1 above, this option will not only delay identification of problems in the water distribution system, it may result in higher costs for the same amount of proposed work if it is rescheduled.
3. Accept the proposal. Accept the proposal submitted by American Leak Detection of Medford, Oregon in the total amount of \$17,500, with a not-to-exceed contingency of 10%.

RECOMMENDATION:

Staff recommends Council approve a motion for option #3: Accept the proposal submitted by American Leak Detection of Medford, Oregon in the total amount of \$17,500, with a not-to-exceed contingency of 10%.



October 3, 2018

Via email: price@ci.sweet-home.or.us

Trish Rice
Engineering Technician
City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386

RE: Leak Detection Survey

Dear Trish:

We are pleased to present you with the following proposal for a leak detection survey.

American Leak Detection will provide all labor, equipment, materials, and incidental expenses for the following price based on the information you provided. Should actual conditions or mileage differ it may be necessary to discuss adjusting our rate appropriately.

Survey Area:	Entire system – approx. 54 miles of line
Leak Type:	Main Line and Distribution
Per Diem:	N/A
Travel:	N/A
Daily Rate:	\$1,250.00
Total # of days:	14
Total Proposal:	\$17,500.00

This bid is based on the following information:

- City will provide accurate, detailed information regarding location of lines to be surveyed, size and type of lines valve locations and access points.
- City will provide one knowledgeable person to assist during the leak survey.
- Daily rate covers the cost of one technician working 8 hrs. during normal business hours.
- The price includes all reports as outlined and there will be no charge for follow-up phone calls or consulting time.
- **There are no additional fees for travel, per diem or mobilization.**

Please see attached detailed information. We look forward to working with you.

Scope of Work

American Leak Detection (ALD) will provide leak detection and survey on the water system for the City of Sweet Home (City). A leak survey consists of using acoustical listening equipment along with leak correlation, ground mic'ing, pipeline locating, and using inert test gases (helium and nitrogen) approved by the AWWA as the approved test gas needed for testing the system and locating leaks.

The survey will record any leaks, irregularities or defects that may need to be addressed to maintain the integrity of the water system. A comprehensive report will be submitted upon completion, which will identify leak locations, aid in prioritizing repairs and provide a record for future maintenance.

Initial Survey

The initial survey will be performed with a survey tool (listening device) to listen at all accessible contact points such as fire hydrants, valves, air vacs, curb stops, meters, and any available pipe. Normally contact points will be at intervals no greater than 350 feet. Our goal is to be as thorough as possible and to find all leaks. ALD does not perform only hydrant-to-hydrant testing unless requested to do so by the City. The leak survey will begin at a pre-determined location and proceed, section by section, until all requested pipe sections are surveyed and suspected leak areas noted.

If good contact is not available, a highly sensitive ground mike device will be used making physical contact to the ground over the pipe at intervals no greater than 6 feet. If ground cover is not of a hard surface, probe rods will be used at intervals of 10 feet. If ambient noise on a certain section during day times hours interferes with survey effectiveness, that section will be scheduled to be performed at night. Additional costs may incur if survey is performed after hours. During the survey process, high leak signal areas will be prioritized and reinvestigated before the pinpointing process is started.

Estimated survey time / distance per day on metallic systems such as Steel, Galvanized, Ductile Iron, Cast Iron and Copper is an average of 3-5 miles per day. For non-metallic systems such as PVC, C-900, Poly, C/A (asbestos cement) and cement lined cast iron, ground mic'ing may be needed every 4-6 feet to see if leak(s) can be heard averaging 2-3 miles per day.

ALD requires that the City provide one knowledgeable person on-call as needed to assist during the leak survey. The employee will be responsible for the following:

- Help technician in the placement of the sensor on the pipe.
- Offer information on the pipe size, type and layout.
- Act on behalf of the utility for public relations.
- Open or close PRVs, related valves, fire hydrants or customer service valves.
- Help direct traffic if needed and help insure the safety of all.

Pinpointing Leaks

As leaks are heard during the survey, leak correlation will be performed by setting up correlator sensors at valve, hydrants, or any point of contact. Data such as pipe distances between sensors, pipe type and diameter of each segment, will be collected. This information will be entered into the correlator's main unit, and then put through a series of filters to help determine the location of a leak. A correlator must hear leak noise to locate a leak. The ability to hear leak noise and locate a leak depends on the pipe material and size of the leak. Accurate pipe data is crucial to the correlation process.

Individual leak locates average about thirty minutes to one hour each, if there is no interference. The length of time for the pinpointing process will be determined by the number of correlator set-ups are required to confirm each leak. We normally perform at least two different set-ups to confirm each leak location.

Ground mic'ing will be performed to assist in confirming leaks and will also be used to listen to segment of the distribution lines that are A/C, C-900 and plastic/poly. Ground mic'ing on the surface above these lines will be performed every 4-6 feet. These are low frequency materials that do not allow leak sound to travel great distances and leaks can be difficult to hear.

Pipe line locating will be used as needed to assist with locating leaks. Line locators work only on metallic materials such as steel, copper, ductile iron, and cast iron, depending on the type of connections. Rubber connecting joints can hinder electrical currents from traveling any great distances.

Inert test gas and electronic inert gas detection equipment may be used as needed to help identify the location of leaks. This will help locate small leaks or leaks that are not producing enough leak noise to be heard by other listening devices due to pipe material, soil, and the position and type of leak.

If leak(s) are being difficult to detect due to distance, pipe material, size of leak or other factors, valving off certain segments, pot holing at certain dedicated distances and increased pressure may need to be coordinated with system to help identify leak locations. This is a last resort of testing but under certain circumstances could be the only way of narrowing the leak location.

Leak Report

ALD will use daily worksheets to identify all points of contact and sections tested. If available, we will use a copy of the system map to highlight all tested areas, indicate location of leaks and identify any areas of concern. All daily testing results, leak locations, estimated size of leaks, and the total number of leaks found will be entered into a final report for documentation for the system. During the pinpointing process the technician will also record the confirmed leak locations with a Trimble GIS mapping system. This process will enable ALD to provide the City with a KML file for confirmed leak locations that can be viewed using Google Maps or Google Earth.

Results vary greatly depending on the pipe type and age, system pressure, bedding materials and the total percentage of non-revenue water. ALD will provide a very thorough leak survey by listening to every accessible contact point. All daily testing results, leak locations, estimated size of leaks, and the total number of leaks found will be entered into a final report for documentation of the survey.

Project Schedule

Once notice to proceed is received, we can normally schedule work to commence within 2 weeks. If only a partial day is required, we can normally schedule within one week. We would be able to accommodate the City's schedule upon short notice if an emergency or circumstance should arise requiring postponement or delay of the survey. Since we are locally based in Oregon we would be available for on-site follow-up or consultation regarding marked leak locations.

Qualifications

American Leak Detection of Oregon and SW Washington has been in operation for over 16 years. In that time we have successfully served many municipalities, water districts and large industries throughout the region. Projects have ranged from a few hours to weeks and all have included thorough reports and follow-up. As members of professional organizations such as OAWU, AWWA, and LOC, we are keenly aware of the needs of the water districts and municipalities in our area. A list of the municipalities we have worked for and a list of current recommendations can be provided upon request.

We have completed surveys on many water systems throughout the state of Oregon and SW Washington and we also provide on-going leak detection service to a multitude of cities on an "as-needed" short term basis. We have eight highly trained technicians that are fully equipped with all the necessary equipment needed to complete any type of leak detection. Our technicians are based in Medford, Grants Pass, Bend, Eugene, Salem, Portland and Vancouver, WA.

We provide emergency response service 7 days a week 24 hours a day. We are readily available and will return for confirmation of a specific leak location or additional pipe sections after completion of the initial survey. We take a great deal of pride in our business and strive to provide not only the best leak detection service, but also the best customer service and follow-up available.

PROPOSAL ACCEPTED:

Please sign below indicating acceptance of our proposal and return via facsimile to 888/999-5325 or email to sbotermans@americanleak.com. We will contact you about scheduling.

Signature

Date

Print name and title: _____

Record of staff attempts to get 3 quotes for municipal water leak detection:

5-17-17 began Google search for leak detection companies that do municipal surveys. Only local company found is American Leak Detection. Next was Innovative Leak Detection out of Washington. Other local companies appear to do small residential leaks.

5-18-17 called Innovative Leak Detection. They said they would forward my inquiry to the head and he would contact me. I never heard from him.

5-18-17 called American Leak Detection. Received proposal via email on 5-19-17.

5-18-17 asked Tom Aldrich w/Ferguson if he knew of any other companies.

5-22-17 Tom replied that he would check.

8-30-17 began to revisit the topic. Emailed colleagues to find out names of other leak detection companies: asked coworkers Norm and Dominic, Tom Aldrich of Ferguson Waterworks, Sean Love of BRX Construction, and Ken Zahler of ML Houck Construction.

8-30-17 filled out online contact form on Innovative Leak Detection website.

8-31-17 Ken Zahler provided contact info for Advanced Leak Detection. Email inquiry sent to Advanced Leak Detection.

8-31-17 did another Google search. Filled out online contact form on Accurate Leak Detection website.

9-1-17 received email reply from Accurate Leak Detection. He is the only tech in the company (he is the company) and not able to do a project this large. He recommended American Leak Detection.

9-6-17 received call back from Advanced Leak Detection. He is the only tech in the company (he is the company) and not able to do a project this large. He did not know any others beside American Leak Detection b/c there are so few leak detect companies and they are so big & well known. He compared them to Roto Rooter for recognition/monopoly. They actually send work to him when they are too busy.

9-14-17 received email back from Tom Aldrich of Ferguson with contact info for Accurate Leak Detection. Have already heard back from Accurate that he can't do this project.

2-15-18 requested updated quote from American Leak Detection for budgeting.

2-16-18 received updated quote from American Leak Detection.

10-2-18 requested updated quote from American Leak Detection to confirm final pricing.

10-3-18 received updated quote from American Leak Detection

REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: October 23, 2018 SUBMITTED BY: Chief Jeff Lynn REVIEWED:	TITLE: Peer Court IGA ATTACHMENTS: Resolution; IGA	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
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PURPOSE OF THIS MEMO:

Present the Sweet Home City Council with the opportunity to renew the Intergovernmental Agreement between Linn County and the City of Sweet Home associated with Peer Court and the attached Resolution for 2018.

BACKGROUND/CONTEXT:

The Sweet Home Police Department has worked in cooperation with Linn County Juvenile Department to host a Peer Court in our community. Peer Court has been ongoing in Sweet Home since its inception in 2009.

Peer Court is designed to allow for a peer on peer review of non-violent juvenile offenses such as MIP – Tobacco, MIP – Alcohol, Curfew and Harassment type calls.

The attached chart represents the number and types of cases that have gone through Peer Court since 2010.

	Curfew	Runaway	Theft 3 (SL)	Theft 2 (SL)	MIP Tobacco	MIP Alcohol	MIP Marijuana	REAP	CM3	CM2	CT3	DISCon1	TOTALS
2009-2010	13	3	5	0	37	1	2	0	0	0	0	0	61
2010-2011	18	5	2	0	11	1	2	1	8	1	0	0	49
2011-2012	18	7	3	0	11	1	2	1	0	0	0	0	43
2012-2013	25	18	3	0	5	1	2	0	1	0	0	0	55
2013-2014	8	8	2	0	2	1	0	0	0	0	0	0	21
2014-2015	13	14	0	0	2	0	3	0	0	0	0	0	32
2015-2016	1	9	0	0	3	0	0	0	0	0	0	0	13
2016-2017	3	17	1	1	11	0	3	0	0	0	0	2	38
2017-2018	8	2	0	0	1	0	0	0	0	0	0	0	11
	107	83	16	1	83	5	14	2	9	1	0	2	323

THE CHALLENGE:

The challenges associated with Peer Court are minimal. The department does utilize staff time (Community Service Officer) to manage, organize and run Peer Court.

STAKEHOLDERS:

- City of Sweet Home Juveniles and Parents/Guardians. Peer Court provides a local option for minor juvenile offenses to be resolved through peer to peer review.
- Sweet Home Police Department. Time and resources that could potentially be spent elsewhere.
- Linn County Juvenile Department. Peer Court provides another outlet and resource for the Juvenile Department to assist in appropriately addressing juvenile issues.

ISSUES & FINACIAL IMPACTS:

1. Police Department – The Sweet Home Police Department does budget \$1000 associated with Peer Court which, absent Peer Court, could be diverted to other areas.

OPTIONS:

1. Do Nothing. The City Council can choose to take no action and allow the IGA to end without replacement.
2. Approve the attached 2018 Resolution authorizing the City to enter into the Intergovernmental Agreement with Linn County. This option would extend Peer Court through July of 2019.
3. Move to end Peer Court. The City Council could choose to end the City's involvement in Peer Court.

RECOMMENDATION:

I recommend option #2, Approve the attached 2018 Resolution authorizing the City to enter into the Intergovernmental Agreement with Linn County. Peer Court is not an answer to juvenile problems or juvenile sanctions, but it does provide another form of review for the Linn County Juvenile Department to consider. I believe that the time and resources spent by the Police Department are outweighed by the opportunities that Peer Court presents to the Justice System as it attempts to deal with juvenile offenders.



Sweet Home Police Department

City of Sweet Home
1950 Main Street
Sweet Home, OR 97386
541-367-5181
Fax 541-367-5235
www.ci.sweet-home.or.us
shpd@ci.sweet-home.or.us

HOW PEER COURT WORKS

Below is a brief explanation of how Peer Court works. It includes the criteria used to determine if a juvenile offender is eligible for Peer Court, the typical process and the most common forms of sanctions.

CRITERIA

To be eligible for consideration in Peer Court, the following conditions must be met:

- Offender is under 18 years of age (or actively enrolled in SH School District)
- First or second time offender
- Admission of guilt regarding the offense
- Consent by both offender and Parent/Guardian

The list below are the typical offenses heard by the court:

- Runaway
- Curfew Violation
- Minor in possession of Tobacco
- Minor in possession of Marijuana
- Minor in possession of Alcohol
- Littering
- Criminal Trespass
- Theft 3
- Criminal Mischief
- Reckless Burning
- Assault 4
- Disorderly Conduct
- Harassment
- Carrying a concealed weapon

PROCESS

When a juvenile offender is contacted by a police officer, they will be referred to the Linn County Juvenile Department (LCJD). Then they will be scheduled for an interview with the offender and their parent or guardian to determine if the offender is eligible for the program and if they agree to complete the program. Sometimes LCJD does not do an intake interview – they just send Sweet Home Peer Court the referral and we do the intake interview.

An appearance date is scheduled, and the offender appears, with a parent or guardian, to have the case heard. The presiding Judge is a local adult or student volunteer who will ensure that all legal requirements are met. Students will act as Case Presenters, to summarize the case and present any circumstances that may have an effect on

sentence. Finally, a jury composed of other student volunteers and former offenders will decide the appropriate sentence in the case.

Sentencing will normally involve community service, restitution when appropriate, and will always include future service as a peer court juror. At any point during the process, an offender who fails to carry out sentencing is automatically turned over to the Juvenile courts for prosecution. Peer Court allows the offender a "second chance" in avoiding the system. Once the sentence is successfully completed, all record of the offense may be removed from the youth's legal record.

SANCTIONS

The following are typical sanctions imposed by Peer Court:

- Complete a Homework Pkt. (ALL offenders)
- Community Service hours shall consist of 0-10 hours
- Linn Co. Work Crew for anything over 8 hours
- Maximum number of words given for essay: 500
- Verbal or hand-written letter of apology
- Restitution (if deemed necessary)
- All defendants must sit as a juror at least once on a future case
- Attend Life Choices Class
- Attend Victims Impact panel
- Attend Anger Management classes
- Attend Drug/Alcohol evaluation and follow recommendations
- Attend a Smoking Cessation Class

INTERGOVERNMENTAL AGREEMENT
(Pursuant to Resolution & Order No. 2018-296)

THIS AGREEMENT is made and entered into by and between **LINN COUNTY**, acting by and through the Linn County Juvenile Department, a department of Linn County Government, (County) a political subdivision of the State of Oregon, of P.O. Box 100, Albany, Oregon, 97321, and **CITY OF SWEET HOME** of 1140 12th Ave., Sweet Home, Oregon 97386, a political subdivision of the State of Oregon, whose Federal Employer Identification No. is 93-6002263.

BRIEF PROGRAM ABSTRACT: Sweet Home Peer Court (hereinafter referred to as the "Program")

WHEREAS, LINN COUNTY JUVENILE DEPARTMENT requires the work and services described herein, and the CITY OF SWEET HOME PEER COURT agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Intergovernmental Agreement.** This Agreement shall be effective and services required hereunder shall commence on July 1, 2018 and shall terminate on June 30, 2019 unless otherwise terminated or extended as follows; This agreement shall automatically renew for additional successive one (1) year terms, unless thirty (30) days prior to the expiration of the then current Agreement term, either party hereto provides notice to the other party of such party's intent to terminate the Agreement as provided herein.
2. **Scope of Services.** In consideration of the mutual promises contained herein, the parties agree as follows:
 - I. **CITY OF SWEET HOME** agrees to:
 - a. Maintain written documentation of Peer Court activities.
 - b. Directly provide Peer Court programming as described in the Memorandum of Understanding and Letter of Agreement.
 - c. Provide the COUNTY copies of the Peer Court contracts.
 - d. Ensure that services provided by CITY Peer Court contractors are delivered appropriately.
 - e. The CITY OF SWEET HOME Peer Court will provide quarterly reports to the Juvenile Department by the last day of the month in January, April, July, and October. The reports will including the following:
 - i. Number of youth who have entered into Peer Court Agreements.
 - ii. Number and percentage of youth who have successfully completed the agreement.
 - iii. Number and percentage of youth who have failed to complete the agreement and were referred back to the Juvenile Department.
 - iv. Number of youth who have participated as volunteers.
 - f. Make a written request for any change in established protocol.
 - g. Upon receiving a copy of an expunction order from the Linn County Circuit Court, Sweet Home Peer Court agrees to expunge and/or destroy all record(s) pertaining to the named youth subject of the Order, along with any other identifying information. The Peer Court may retain numerical information for tracking purposes but it should not be associated with a specific youth.

II. COUNTY agrees to:

- a. Perform ongoing oversight, monitoring and cooperation with Peer Court programs to assure compliance with the terms of Exhibit A.
- b. Collaborate with the CITY in the development of any changes in service levels or processes. Any additions or reductions of existing Peer Court service levels shall require approval of the COUNTY.
- c. Provide technical assistance and be available for consultation on Peer Court processes and reporting.
- d. Upon receiving a signed order of expunction from the Court, the Juvenile Department will notify the Sweet Home Peer Court to expunge all record(s) pertaining to a specific youth along with any other identifying information. The Peer Court may retain numerical information for tracking purposes but it should not be associated with a specific youth.
- e. Upon receiving a copy of an expunction order from the Linn County Circuit Court, Linn County Juvenile Department agrees to forward a copy of such Order to the Sweet Home Peer Court for expunction and/or destruction of any and all record(s) pertaining to the named youth subject of the Order.

3. **Designated Liaisons.** Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention.

FOR THE CITY:

Gina Riley
Sweet Home Police Department
1950 Main Street
Sweet Home, Oregon 97386
(541) 367-5181

FOR THE COUNTY:

Robert L.S. Perkins Jr.
Linn County Juvenile Department
PO BOX 100
Albany, Oregon 97321
(541) 967-3853 ext: 2169

4. **Declaration of the nature of the contractual relationship.** CITY and COUNTY are independent contractors and not employees of or agents of each other. Neither party shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other party.

5. **Representations and Warranties.**

a. **County Representations and Warranties.** County represents and warrants to CITY OF SWEET HOME that:

- i. County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon. County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
- ii. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action of County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- iii. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;

b. **Representations and Warranties.** CITY OF SWEET HOME represents and warrants to County that:

- i. CITY OF SWEET HOME has the power and authority to enter into and perform this Agreement;
- ii. The making and performance by SWEET HOME PEER COURT of this Agreement (a) have been duly authorized by all necessary action of CITY OF SWEET HOME, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default

or require any consent under any other agreement or instrument to which CITY is party or by which CITY may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SWEET HOME PEER COURT of this Agreement, other than those that have already been obtained; and

iii. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of CITY enforceable in accordance with its terms.

6. **Amendments.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.
7. **Insurance.**
 - a. **Workers Compensation.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
 - b. **General Liability.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
 - c. **Professional Liability.** To the extent applicable, each party shall obtain and at all times keep in effect any professional liability insurance as required by law.
8. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Contract.
9. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
10. **Confidentiality and Nondisclosure.**
 - a. The release of any case specific information will comply with all State of Oregon laws including those stated in ORS 419A.253 through 419A.257. 419A.255(8) states, "A county juvenile department is the agency responsible for disclosing youth and youth offender records if the records are subject to disclosure".
 - b. Each party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is considered confidential. For purposes of this Agreement, "Confidential Information" is:
 - i. Information in written or other permanent form and clearly and conspicuously marked as proprietary, using an appropriate legend, at the time the disclosing party discloses it to the receiving party; and/or
 - ii. Information originally disclosed by the disclosing party to the receiving party in some other form (e.g., orally or visually), if the disclosing party: (i) identifies the information as proprietary at the time of original disclosure; (ii) summarizes the Confidential Information in writing; (iii) marks the writing clearly and conspicuously with an appropriate proprietary legend; and (iv) delivers the writing to the receiving party within thirty (30) days following the original disclosure.
 - c. The receiving party shall hold all Confidential Information of the disclosing party in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, unless otherwise allowed by law; shall not use Confidential Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise its officers, directors, employees and agents that receive or have access to the Confidential Information of their obligations to keep Confidential Information confidential.

Upon request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information received, except that the receiving party may retain one archival copy of the Confidential Information.

11. Termination.

- a. **For Convenience.** Either party may terminate this Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 30 days before the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. **For Cause.** It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
 - i. A party breaches any of the provisions of this Agreement;
 - ii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
 - iii. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Agreement are thereafter prohibited.
- c. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

- 12. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 13. **Records Maintenance; Access.** Both parties shall maintain records pertinent to this Agreement in such a manner as to clearly document Contractor's performance hereunder. Parties acknowledge and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 14. **Assignment; Delegation; Successors.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 15. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 17. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between County (and/or any other agency or department of Linn County) and CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon.

Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party hereby consents to the in personam jurisdiction of said courts. Each party shall at all times be responsible for the party's attorney fees, costs, and disbursements in regards to the claim, including any appeals.

18. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in section 3. herein.

19. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this Agreement.

CITY OF SWEET HOME

LINN COUNTY BOARD OF COMMISSIONERS

Name



Roger Nyquist, Chairman

Title



John K. Lindsey, Commissioner

Date



William C. Tucker, Commissioner

APPROVED AS TO CONTENT:

9-19-2018

Date

Jeff W. Lynn, Chief of Police
CITY OF SWEET HOME

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



Torri Lynn, Director
Linn County Juvenile Department



Deputy/County Attorney for Linn County

EXHIBIT A
CASE ASSIGNMENT PROCESS

Section 1:

1. Youth residing in the Sweet Home School District who are referred to the Linn County Juvenile Department by a law enforcement agency for the following offenses, may be eligible to participate in the CITY OF SWEET HOME's Peer Court Program.
 - a. Minor in Possession of Tobacco
 - b. Minor in Possession of Alcohol
 - c. Minor in Possession of Less Than One ounce of Marijuana
 - d. Non person-to-person misdemeanors
 - e. Other offenses not listed may be referred by Juvenile Department with Agreement of Peer Court.
2. The Supervising Probation Officer of the Community Programs Unit will evaluate these referrals to determine eligibility based upon:
 - a. Current referral level
 - b. Risk level as determined by the Juvenile Crime Prevention (JCP) Risk Assessment, youth eligible with risk score between 0-4.
 - c. An individual intake appointment will be held in all cases except for MIPT referrals.
 - d. Previous referral history.
 - e. Youth and family's willingness to accept responsibility for their actions, and agreement to participate in the Peer Court process.
 - f. Professional judgment of the Probation Office.
3. In order for a youth to be considered eligible, the following areas will be considered during an intake meeting with the Probation Officer (PO), the youth, and their parent or legal guardian:
 - a. Youth will have a risk assessment score between 0-4 risk indicators.
 - b. The CITY OF SWEET HOME's Peer Court has the resources to accept the youth's referral.
 - c. The youth is willing to accept responsibility for their actions and is agreeing to participate in the Peer Court process.
 - d. The professional discretion of the Probation Officer.
4. Once a determination has been made by all parties, the PO will further explain this option to the youth's parent or legal guardian. If they agree with this option as a condition, the PO will enter into a Formal Accountability Agreement with the completion of the Sweet Home Peer Court as the sole sanction.
5. The PO will give the youth and parent a form which contains the contact information for the Sweet Home Peer Court.
6. After the youth and parent leave, the PO will complete the Intake process paperwork including writing an Intake Summary. All appropriate paperwork will be filed in accordance with the Case Management checklist, Juvenile Department Policy No. 200.09.
7. A written referral will be completed and electronically sent to the Sweet Home Peer Court Coordinator, which will include the information from the Intake Summary.
8. Once the youth has entered into an agreement with Peer Court, the Disposition will be sent to the Juvenile Department electronically, and clerical staff will enter the necessary information into the Juvenile Justice Information System (JJIS).
9. If the youth fails to complete the conditions of their Peer Court Agreement, the Peer Court Coordinator will send the noncompliance information to the Juvenile Department contact person electronically.
10. The PO will attempt to contact the youth and parent to determine why the youth failed to comply with the Peer Court Agreement. Based upon that contact, the PO will either:
 - a. Schedule another appointment with the youth/parent,
 - b. Review the case with the Supervising Probation Officer,
 - c. Close the case.
11. If the decision is reached by the supervisor and the PO that the matter should proceed to formal Court, the case shall be prepared to be transferred to the Supervising Probation Officer for the Probation Unit.

RESOLUTION NO. 16 FOR 2018

A RESOLUTION CONCERNING PEER COURT INTERGOVERNMENTAL AGREEMENT BETWEEN LINN COUNTY AND THE CITY OF SWEET HOME.

WHEREAS, the City council of the City of Sweet Home has determined that the continued operation of Peer Court is in the best interests of the City and its citizens;

WHEREAS, funding has been confirmed for the 2018-2019 fiscal year for Peer Court;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sweet Home that the City Manager and other officials are authorized to sign the attached Intergovernmental Agreement – Peer Court Approval.

BE IT FURTHER RESOLVED that, unless revoked by the further City Council action, city officials are authorized to sign future Peer Court agreements each year as long as funding for such Peer Court operations has been confirmed and is set forth in the City of Sweet Home Budget.

This resolution shall be effective upon the date of passage and approval.

PASSED by the Council and approved by the Mayor this 23rd day of October 2018.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



City of Sweet Home Employee Handbook

Legend

~~Strike thru text removed after 09/28/18~~

Underlined text added after 09/28/18

Highlighted text new policy since 2014

PERSONNEL POLICIES MANUAL / ~~Effective January 1, 2019 August 2018~~

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I-1 Introduction and Employment Policies

a Introduction

Welcome to the City of Sweet Home. We are glad to have you on our team. In Sweet Home, we believe ~~that~~ our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We ~~hope-know~~ that during your employment with the City of Sweet Home, you will become a productive and successful member of our team.

This employee handbook describes, in summary, the personnel policies and procedures ~~that~~ which govern the employment relationship between the City and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City with or without prior notice. This handbook supersedes any prior handbooks or written policies of the City ~~that-are~~ inconsistent with its provisions. It does not, however, supersede collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement may contradicts or beis inconsistent with ~~what is in~~ this handbook, the collective bargaining agreement provision prevails.

This handbook does not create a contract of employment between the City of Sweet Home and its employees. With the exception of employees subject to a collective bargaining agreement, all employment at the City is "at will." ~~That-This~~ means ~~that~~ either you or the City may terminate this relationship at any time, for any reason, with or without cause or notice (barring a written contract of employment). No supervisor, manager, or representative of the City other than the City Manager has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is outlined in writing and signed by the City Manager (or is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies ~~that-are~~ issued after the handbook, please ask the City Manager.

a)b) _____ Applicability to Employees

These policies and procedures shall apply to all employees, interns and volunteers of the City of Sweet Home. The City-provided benefits described in this handbook apply only to regular employees and not to casual, seasonal, temporary, interns or volunteers.

c) Personnel Administration

Council Responsibility. The Mayor and City Council shall have authority over all matters of personnel administration through adoption and implementation of the City budget, pay plans, collective bargaining agreements, ordinances, and resolutions adopting and/or amending the personnel policies.

City Manager Responsibility. The City Manager is charged with responsibility for the interpretation and administration of the City's personnel policies. The City Manager may delegate, in writing, authority for the enforcement and administration of personnel policies.

The City Manager shall be responsible for ensuring the effective implementation of these policies and may further establish, amend, or otherwise modify administrative policies, rules and regulations pursuant to City Council policies and shall advise the City Council of any changes concerning these policies. The Council delegates to the City Manager broad discretion in all aspects of personnel and labor relations, subject to the advice and concurrence of the Council.

Variations. The City Manager shall have the authority to vary or modify any City personnel policy, in writing, on a case-by-case basis, if it is found that strict interpretation of the policy will result in practical difficulties or unnecessary hardships. Exceptions granted in any instance will not be binding in the future. No other employee or representative of the City has the authority to enter into an agreement for employment or to make any agreement contrary to these policies.

Amendments. Amendments to these personnel policies must be adopted by the Council, by resolution, with or without prior notice to employees.

d) Violation of Provisions

If you violate any provision of these policies and procedures, you may be subject to discipline up to and including termination.

e) Equal Employment Opportunity (EEO)

The City of Sweet Home is committed to the principles of equality and honoring diversity. In accordance with this commitment, the City has adopted policies, procedures and ordinances aimed at protecting the civil rights of the employees and residents of Sweet Home. The Affirmative Action Plan for the City of Sweet Home is available to all employees, applicants and members of the community and can be found on the City's website.

Employees are recruited, selected and promoted on the basis of abilities and performance; consideration is given to factors such as education, training, experience, ethical conduct, judgment, communication, problem solving, demonstrated commitment to diversity, commitment to sustainability, veteran status, disabled veteran status and customer service skills. All terms, conditions, benefits and privileges of employment with the City apply to all employees regardless of race, color, national origin, citizenship status, religion, religious observance, sex, sexual orientation, gender identity or expression, age, source or level of income, political affiliation, physical or mental disability, medical condition, pregnancy, veteran or military status, marital status, non-supervisory family relationships, association with members of a protected class, injured worker status, union participation or any other protected class.

i) Disability Accommodation Policy

The City is committed to complying fully with the Americans with Disabilities Act (ADA), as amended, and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

ii) Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation of the City.

iii) Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment ~~that~~ does not cause an undue hardship on the department or unit (or, in some cases, the City) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the Department Head and should specify which essential functions of the employee's job cannot be performed without

a reasonable accommodation. In most cases, an employee will need to secure medical verification of the need for a reasonable accommodation.

f) Employment Eligibility

All employees must be legally authorized to work in the United States. As a new employee you must complete and sign an I-9 form on your first day of employment and provide proof of identity and work authorization as required by law.

i) Employment of Relatives

The City may hire relatives of employees only if individuals concerned do not work in a direct supervisory relationship. "Relatives" are defined the same as "family member" under the Bereavement Leave Policy. Present employees who marry will be permitted to continue to work if they do not work in a direct supervisory relationship with one another. Employees may be allowed to accept a transfer to an available and suitable position, for which the employee is qualified, to avoid direct supervision by a relative. If this cannot be accomplished, the least senior employee may be terminated.

~~i) —~~

ii) Pre-Employment Testing

All positions with the City require a background check which may include a criminal history, sex offender registry, verification of validity of social security number if provided by the applicant, education and employment verification. Police candidates go through a more extensive pre-employment background process as determined by the Chief of Police. A candidate who possesses an unfavorable background, after determining job-relatedness, will not be considered for employment in the specific position in accordance with the requirements set forth in the Fair Credit Reporting Act.

Physical and medical evaluations and driving record checks may be required for some positions.

g) Veteran Hiring Preference

i) Qualifying Veterans

The City of Sweet Home provides qualifying veterans and disabled veterans preference in promotional and employment opportunities. For the preference to be applied, veterans must have received an honorable discharge from military service, successfully complete the initial application screening and meet the minimum qualifications of the applied-for position.

Preference is not intended to help an applicant pass minimum requirements but only to provide greater consideration or weight for positions for which the veteran is qualified. To qualify for veterans' preference, applicants must submit proof of veteran status (DD214/DD215) and, if applicable, proof of the veteran's disability rating from the Department of Veterans Affairs at the time the application is submitted.

For selection processes, the City will provide preference to eligible veterans. The details of how the City will apply the preference will vary based on the type of process used to select a candidate for the position.

h) Personnel Files

Each employee has one official personnel file ~~that is~~ kept in the Human Resources Office. Your file is available for review by yourself, your supervisor, or others whom you have given written authorization and as required under the Oregon Public Records Law or for documented internal investigation or law enforcement purposes. Medical records and background check information are not considered to be part of this personnel file and will be released only as required by federal and state law.

Records pertaining to I-9 verification, medical records, results of drug tests and victims of domestic violence documentation are considered confidential and shall be maintained by Human Resources in confidential files separate from the personnel file.

i) Change of Employee Information

If you change your name, address, telephone or emergency contact information, you are required to provide written notice of those changes to ~~Human Resources~~ the City Manager's office, Payroll and your supervisor.

j) Confidential Information

Your position may give you access to sensitive and confidential information. You must always maintain ~~that~~ confidentiality and exercise discretion and judgment when dealing with sensitive or confidential information. You may not discuss confidential information concerning the property, government, personnel or affairs of the City without the express approval of the City Manager. You may not disclose any matter subject to litigation, either pending or likely to be filed, without the approval of the City Manager. Furthermore, you may not use such information to advance your financial or other private interests.

Citizen requests for public records are processed according to the City's Request for Information Policy ~~_(adopted by City Council December 11, 2007)~~. Consult the City Manager

before releasing City records. Generally, information about your employment such as salary, benefits and job descriptions are considered to be a public record and will be disclosed when requested.

~~Genetic Information Nondiscrimination Act (GINA)~~

~~Pursuant to the Federal Genetic Information Nondiscrimination Act of 2008 (GINA), the City of Sweet Home respects all employees' privacy in their genetic information and enforces a strict policy of nondiscrimination on the basis of genetic information. The City of Sweet Home will not discriminate, harass or retaliate on the basis of genetic information regarding any aspect of employment.~~

~~Additionally, the City prohibits the use of genetic information to make employment decisions. According to the Equal Employment Opportunity Commission, genetic information includes family medical history, information about an individual's genetic tests or that of his/her family members and the fact that the individual or his/her family member has sought genetic counseling or has participated in clinical research that includes genetic testing.~~

~~Family medical history is included in the definition of genetic information as it is often used to determine whether someone has an increased risk of getting a disease, disorder or condition in the future.~~

~~You are encouraged not to disclose maintain confidentiality regarding any genetic or family medical history in the workplace. Any such information that is inadvertently disclosed to the City will be kept in a file separate from your personnel file.~~

k) The Work Week

Work weeks are recognized as beginning at midnight Sunday morning. The work week is defined as a fixed and regularly reoccurring period of 7 consecutive 24-hour periods. Work schedules are the work days, days off and hours of work identified within the work week. Within the work week, the standard work schedule for regular full-time employees is 40 hours

Hours of work for most City employees are 8:00 a.m. to 5:00 p.m., Monday through Friday. However, with City Manager approval, Department Directors may adjust, change or set work hours as departmental conditions dictate with regard to the efficient completion of work and to conveniently serve the needs of the citizens of Sweet Home. Some employees may work rotating or irregular shifts. ~~Work weeks are recognized as beginning at midnight Sunday morning. The work week is defined as a fixed and regularly reoccurring period of 7 consecutive 24-hour periods. Work schedules are the work days, days off and hours of work identified within the work week. Within the work week, the standard work schedule for regular full-time employees is 40 hours.~~ **However, the City makes no guarantee of a 40-hour work schedule, and nothing in this handbook is intended as a guarantee of hours worked per day or per week. If you are a represented employee, consult your collective bargaining agreement for specific provisions.**

l) Alternative Work Schedules

Every department may, upon approval of their Department Director, provide alternative work schedules to employees. Participation in the City's Alternative Work Schedules Program is at the sole discretion of the City and is not an employee entitlement. Each participating department shall determine which alternative work schedules, if any, are available. Such determinations shall be made based upon the business needs, staffing requirements, coverage requirements and hours of operation. Any alternative work schedule must further the City's commitment to excellence in public service and meet the business needs of the department. All alternative work schedules must have written department approval, and a copy must be sent to Human Resources the City Manager's office.

m) Meal Periods and Rest Periods

Nonexempt employees are required to take a paid, uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Nonexempt employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his or her supervisor before the end of the shift so ~~that~~ the City may pay the employee for that work.

Meal periods and rest breaks are mandatory ~~and are~~ not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available to him or her should contact their Department Head or designee.

<u>Length of Work Period</u>	<u>Requirement</u>	
	<u>Rest Breaks</u>	<u>Meal Periods</u>
2 hours or less	0	0
2 hrs. & 1 min – 5 hrs. & 59 min	1	0
6 hrs.	1	1
6 hrs. & 1 min – 10 hrs.	2	1
10 hrs. & 1 min – 13 hrs. & 59 min	3	1

i) Rest Breaks for Expression of Breast Milk

The City will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, the employee is entitled to take reasonable time as needed to express breast milk.

The City will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the City is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, the City may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. The City will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this rule.

The City will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, the City will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice: An employee who intends to express milk during work hours must give the Department Head or designee reasonable oral or written notice of her intention to do so in order to allow the City time to make any preparations necessary for compliance with this rule.

Storage: Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

n) Travel Policy

Occasionally, an employee will be required to travel out of town on official, work-related business. All employees of the City are expected to use good judgment regarding the expenditure of the funds for travel expenses.

~~ii) All travel and training must be preapproved.....Travel/Training Authorization Form.....~~

i) Mileage

If an employee is required to use his/her vehicle (because a City vehicle is not available) for job related travel, mileage reimbursement will be paid at the current IRS reimbursement rate. ~~Online mapping is required for mileage reimbursement. The City credit card is not to be used for the purchase of fuel for privately owned vehicles.~~

ii) Advances for Travel Expenses

Reasonable lodging, meals and other expenses may be paid in advance by the City. Prior to a trip, an employee should submit a completed REQUEST FOR EXPENSES form, approved by the Department Head, in order to obtain an advance of funds.

iii) Meals

~~Meals are not to be purchased on the City's credit card. If meals are provided in the registration fee, there will be no reimbursement for separate meals. Meals will be reimbursed according to the following schedule:~~

Breakfast	\$10.00	if gone from City before 6:00 a.m.
Lunch	\$12.00	if gone from City between 11:00 a.m. and 3:00 p.m.
Dinner	\$20.00	if gone from City after 6:00 p.m.

iv) Reimbursement Request

Within one week after the travel has been completed, the employee must submit receipts for lodging and other expenses (excluding meals), which are reimbursed on an actual basis. ~~Online mapping is required for mileage reimbursement. Meal reimbursement rates will be the same as those in effect in the current Collective Bargaining Agreements.~~

v) City Vehicles

The City may provide a City vehicle to designated employees who respond to after hour emergencies.

vi) Fines and Fees

Any traffic citations, including parking tickets incurred during the conduct of City business either in a City or personal vehicle, are the responsibility of the employee and will not be reimbursed by the City.

vii) Travel Time

Travel time is paid in accordance with state and federal laws and collective bargaining agreements. Home-to-work and work-to-home travel is unpaid time. Travel time that occurs during the course of a work shift will be paid. On overnight trips, travel time that falls within your regular work hours on days off is considered hours worked.

For more information, see the BOLI website <http://www.oregon.gov/BOLI/Pages/index.aspx>.

2) Code of Conduct on the Job

The following policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce ~~the following~~ these policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these policies with the City Manager at any time if they have questions relating to the issues of harassment, discrimination or bullying.

a) Code of Conduct and Work Ethics

It is the policy of the City of Sweet Home that all employees, customers, contractors and visitors to the City's worksites enjoy a positive, respectful and productive work environment free from behavior, actions or language constituting workplace disrespect. The following values are expected from City of Sweet Home Employees:

- Loyalty
- Subordination
- Competence
- Attendance
- Productivity
- Adaptability
- Responsibility
- Respectfulness

~~Non-Discrimination Policy~~

~~The City provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran's status, or any other status protected by applicable federal, Oregon, or local law. This EEO policy applies to all aspects of the employment relationship—including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.~~

b) No-Harassment Policy

The City prohibits harassment of any kind in the workplace, or harassment outside of the workplace ~~that~~ which violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment ~~that occur~~ during working hours, ~~during~~ City -related or -sponsored trips (such as conferences or work-related travel), and ~~during~~ off-hours when that off-duty conduct creates an unlawful hostile work environment for any of the City's employees. **Such harassment is prohibited whether committed by City employees or by non-employees, such as elected officials, members of the community, and vendors.**

i) Sexual Harassment

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct ~~which may that could~~ give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. This is not a complete list.

ii) Other Forms of Prohibited Harassment

City policy also prohibits harassment against an individual based on the individual's race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law.

Such harassment may include verbal, written or physical conduct ~~that denigrates~~ or ~~showings~~ hostility towards an individual because of any protected status, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Threatening, intimidating, or hostile acts that relate to a protected class; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

iii) Bullying

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful,

insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and ~~that~~ creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or their family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on web sites for co-workers, managers or supervisors or elected officials.

iv) Reporting/Investigation Procedure

~~Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, All employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. Employees are responsible for respecting the rights of other employees and should give careful consideration to what constitutes harassment and discrimination. Anyone needing assistance with terms or charges that could be brought against another person should consult Human Resources, or the City Manager for clarification purposes.~~ All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or the City Manager, at any time if they have questions relating to the issues of discrimination, harassment, or bullying. In addition, any employee who observes any conduct that he or she believes constitutes harassment, discrimination, or bullying, or who receives information about these types of incidents that may have occurred, must immediately report the matter to the City Manager.

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. Employees are required to fully cooperate in all workplace investigations deemed necessary by the City. Full cooperation entails complete disclosure to the City's investigator or all relevant information. Failure to cooperate, or any attempt to sabotage an investigation, is grounds for disciplinary action up to and including termination. The City respects the right/responsibility of its employees to raise harassment concerns and participate in investigations. If conduct in violation of this policy is found to have occurred, the

City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

c) Reporting Improper or Unlawful Conduct – No Retaliation

Employees may report reasonable concerns about the City's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City will not retaliate against employees who disclose information ~~that~~ the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City;
- Mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health resulting from action of the City;
- A substantial and specific danger to public health and safety resulting from actions of the City; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

i) Employee Reporting Options

In addition to the City's Open-Door Policy (see below), employees who wish to report potential improper or unlawful conduct should first talk to their supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with the City Manager. Supervisors and managers are required to inform the City Manager about reports of improper or unlawful conduct, ~~they receive from employees.~~

Complaints against the City Manager should be reported to the City Attorney or Mayor who will collaborate to determine the validity of the complaint. Once determined, the Mayor will communicate to the complainant, in a timely manner, the course of action.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

ii) Additional Protection for Reporting Employees

Oregon law provides ~~that~~, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of their employment. The disclosure must have been made to either:

- 1) A state or federal regulatory agency;
 - 2) A law enforcement agency;
 - 3) A manager with the City; or
 - 4) An Oregon-licensed attorney who represents the employee making the report/disclosure.
- The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

d) Open-Door Policy

The City's Open-Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. The City's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are surfaced early and shared without the fear of retaliation (when the employee provides the input in good faith). If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, ~~please~~ raise them first with your Department Head or designee. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Manager.

e) Attendance, Punctuality and Reporting Absences

Punctual and regular attendance is an essential responsibility of every City employee. Employees are expected to report to work as scheduled, on time and fully prepared to start work at the beginning of their shift. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Employees ~~who will be unexpectedly absent who are absent~~ from work for any reason or who will not show up for work on time, must inform their supervisor via a telephone call at least sixty minutes prior to the start of their shift or as specified in department policy. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. Unless excused

by applicable law, a no call/no show lasting three days ~~may~~is ~~be~~ considered job abandonment and may be deemed an employee's voluntary resignation of employment.

f) Emergency and Inclement Weather

Except for regularly scheduled holidays, the City of Sweet Home will be open for business Monday – Friday during normal business hours. The City recognizes ~~that~~ there may be circumstances beyond its control, such as inclement weather, national crisis, or other emergencies ~~that may make one~~making one of more of the City work locations inaccessible. On such occasions, one or more of the City work locations may be closed for all or part of a regularly scheduled work day. In such an event, the City Manager or designee will make a decision and will endeavor to notify all managers for the purpose of contacting employees; you may also contact your immediate Department supervisor.

In the event of extreme inclement weather conditions, ~~it is recognized that~~ each staff member's ability to safely reach their work location may be different. Staff who cannot report to work in such circumstances should contact their Department supervisor and notify them of their inability to report to work. Employees unable to report to work due to inclement weather shall use eligible accrued leave (excluding sick leave) and or compensatory time to account for time off.

i) Emergency Response Duties

All City employees may be considered essential emergency staff. As a City employee, you may be called upon to return to, or remain at work during an emergency situation (inclement weather, earthquake, etc.) and to perform duties ~~that are~~ not normally part of your job. Each Department Director shall determine which staff is essential. Emergency and/or disaster situations may alter the normal job-related activities of departments. Some job-related activities may temporarily become non-essential, and others may become critical. Employees may temporarily be reassigned to support critical activities. During an emergency, your work schedule may change, as necessary (including without prior notice), from your normal hours and/or normal shift.

For emergency purposes, the City will endeavor to provide a means for contacting spouses, domestic partners, children at school or in daycare situations, and next of kin to the extent that employees have provided current and accurate contact information including as appropriate: addresses, regular phone, cell phone, pager, fax numbers and/or e-mail addresses. To the extent allowable by law, such information will be held confidential by ~~Human Resources~~the City Manager's office. Further information regarding emergency response ~~is~~will be available in the City of Sweet Home Emergency Response Plan, Policy Against Retaliation

~~The City will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes they are disclosing information about conduct that is improper or unlawful.~~

~~In addition, the City prohibits retaliation against an employee because they participate in good faith, in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City employee will be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.~~

~~This policy is not intended to protect an employee from the consequences of their own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.~~

g) Workplace Violence

The City recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the public. A safe and comfortable work environment ~~that is safe and comfortable~~ enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee or member of the public against another person's life, health, well-being, family, or property will be dealt with in a zero-tolerance manner ~~by the City~~.

All employees have an obligation to report any incidents ~~that~~ pose a real or potential risk of harm to employees or others associated with the City, or that threaten the safety, security or financial interests of the City. Employees should make such reports directly to City Manager.

The City also may conduct an investigation of a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

h) Workplace Safety

Nothing is of greater concern to the City than the safety of its employees and of the public. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with the City's safety and accident policy and with the requirements of our Workers'

Compensation Insurance carrier. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices, and to bring any unsafe condition to the immediate attention of a supervisor.

Safe work practice includes, but is not limited to:

- Use the safety equipment, which has been provided for use.
- Do not operate equipment while under the influence of drugs, alcohol or while using any medication, which may impair the employee's ability to safely perform job duties.
- Only operate equipment for which training or orientation has been received.
- Warn co-workers of unsafe conditions or practices. Accept with appreciation the warning of a co-worker as an expression of concern for your well-being.
- Immediately report dangerous or unsafe conditions that you observe at work.
- Refrain from horseplay at all times.

i) UNSAFE CONDITIONS

Employee Responsibility. Every employee is responsible for safety. To achieve the City's goal of providing a safe work place, everyone must be safety conscious. Employees should immediately report any unsafe or hazardous condition directly to a supervisor, if the problem cannot be corrected independently by the employee. Every effort must be made to remedy safety problems quickly.

Management Responsibility. Each department shall consider the need for adopting safety practices, policies and procedures as warranted by the hazards its employees encounter. Consideration shall be ongoing. Each accident is cause for review. A copy of such policies shall be delivered to all department employees. Department Heads are encouraged to involve employees and union representatives in the process. The need for periodic training should be considered and arranged when appropriate in the judgment of the Department Head.

Managing Unsafe Conditions. It is every employee's responsibility to identify conditions, which could pose a hazard to employees or to the general public. After identifying the problem, employees at the scene are expected to follow departmental safety procedures or emergency response plan(s), which may include, but are not limited to, the following actions:

- Eliminate the hazard or obtain whatever assistance is necessary.
- Control the hazard by enclosure or guard.
- Employ avoidance procedures.
- Use personal protective equipment as appropriate.

Risk Management. The City shall work with its insurance providers to develop a Risk Management Program for all departments. The goal of the Risk Management Program is to eliminate hazards, lower the City's risks of injury or damage, and create a safer work environment for all employees and the public. The City Manager currently serves as the City's Risk Manager.

h)j) Ethics Policy

At the City, we believe in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations ~~that may~~which compromise their reputation or integrity, or ~~that~~ might cause their personal interests to conflict with the interests of the City or the City's citizens.

We at the City are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City from work in the private sector, you may find ~~that some~~ activities ~~that are~~ common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If you have questions about whether an activity meets the City's or Oregon's ethical standards, please talk with your Department Head or designee. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

i) Gifts and Gratuities

Occasionally City employees are offered personal gifts, discounts or gratuities in connection with their City employment. While such offers may be made in good faith, it is important ~~that~~ everyone representing the City avoid any appearance of impropriety or conflict of interest. You are expected to exercise good judgment and politely refuse such personal gifts, discounts or gratuities offered in connection with your employment with the City. Exceptions would be acceptance of gifts of insignificant value of less than \$50, such as pens, pencils, calendars, etc. offered on infrequent occasions in the ordinary course of business.

Gifts, gratuities, loans, fees or any other items of significant value may not be solicited by City of Sweet Home employees, agents or volunteers or accepted either directly or indirectly if the acceptance could be considered to influence directly or indirectly the actions of said personnel or any other person in any matter of City business. Significant value is any gift with a market value of \$50 or more. Under no circumstances may gifts exceed \$50 per calendar year from any one source.

Whistleblower

~~Employees of the City are expected to report known or suspected violations of applicable laws, policies, regulations and known or suspected financial irregularities. Unless the violation involves Human Resources, you are expected to report concerns, suggestions or complaints to Human Resources. This policy in no way limits your right to engage in rights protected by the Public Employees Collective Bargaining Act.~~

Acting in Good Faith

~~Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.~~

~~ii)~~ Drug Free Workplace

i) Prohibited Conduct

The following conduct is strictly prohibited and will result in disciplinary action up to and including termination:

1. Possession, sale and/or use of drugs on City premises, while in City-provided clothes, while on City- or work-related travel, or while on City business (other than employees who possess drugs while they are engaged in law-enforcement work);
2. 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 their job. All drug and alcohol related convictions and plea bargain 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;
3. Possession and/or consumption of alcoholic beverages or being under the influence of alcohol during work hours, while in City-provided clothes or on City premises, while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business), or while performing job functions other than at the employee's home (other than employees who possess alcohol while they are engaged in law-enforcement work); or
4. Being under the influence of drugs while on duty, on City premises, on City work time, while in City-provided clothes, while on City business, or while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business).

As used in this policy, "drug" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law. An employee is considered to be "under the influence" for purposes of this policy 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.

ii) Prescription Medication and Medical Marijuana

An employee who uses prescription or over-the-counter drugs ~~that~~ which may impair the employee's ability to safely perform the job, ~~or that may~~ affect the safety or well-being of others, must notify the Department Head or designee of such use immediately before starting or

resuming work. The name of the drug is not required. This includes, without limitation, medical marijuana. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as the City will not agree to allow an employee to use medical marijuana as an accommodation.

iii) Testing

The City reserves the right to:

1. Subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and/or alcohol test;
2. Test employees reasonably suspected of using drugs or alcohol in violation of this policy;
3. Discipline or discharge employees who test positive or otherwise violate this policy;
4. Test employees when they are 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 which is determined by the City to be 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 their system at the time of the accident; or
5. Test employees as required by law, including, but not limited to, U.S. Department of Transportation rules.

The phrase "reasonable suspicion" (or in any variation) used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:

- A pattern of abnormal or erratic behavior;
- Information provided by a reliable and credible source;
- A work-related accident when the City has a reasonable basis to believe that the accident may have been caused by drug or alcohol use;
- Direct observation of drug or alcohol use;
- Presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- Unexplained significant deterioration in individual job performance;
- Unexplained or suspicious absenteeism or tardiness;
- Employee admissions regarding drug or alcohol use; and
- Unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors ~~should~~must detail in writing the specific facts, symptoms or observations ~~that~~ ~~forming~~ the basis for their determination ~~that~~ reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded

to the City Manager. Whenever possible, supervisors should locate a second employee or witness to corroborate “reasonable cause” findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the City Manager. The letter of notification shall state the particular substance identified by the laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

iv) Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City property or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by the City to employee.

v) Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect ~~that~~ the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

vi) Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

vii) Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and ~~that~~ employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes ~~that~~ he or she has a problem involving the use of alcohol or drugs should ask a Department Head or City Manager for assistance.

The City will work with an employee to identify all benefits and benefit programs ~~that may be~~ available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the City to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes ~~that~~ alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City policy is discovered, the employee's willingness to seek City or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

viii) Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or the City is prohibited unless written authorization is obtained from the employee.

jjk) Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

- All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on City property, or in a City vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
- All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
- If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or any paid leave to cover the absence, and may be subject to disciplinary action, including termination.

Protection Against Retaliation

~~The City prohibits retaliation in any way against any employee because the employee has made a good faith complaint pursuant to this policy or the law, has reported (in good faith) harassing, discriminatory, or bullying conduct, or has participated in an investigation of such conduct. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.~~

~~k)~~ Outside Employment

Generally, employees may obtain employment with an employer other than the City or engage in private income-producing activity ~~of their own, so long as that activity is not otherwise prohibited by these rules.~~ Employees are responsible for assuring ~~that~~ their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding ~~that~~ the offer is influenced by the employee's official action.

Employees may not accept outside employment ~~that involves~~ involving:

- The use of City time (including the employee's work time), facilities, equipment and supplies, or the prestige or influence of the employee's position with the City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works; or
- Receipt of money or other consideration for performance of duties ~~that~~ the employee is required to perform for the City.

The City requires employees to report outside employment to their Department Head on an annual basis, or sooner if any changes in outside employment occurs.

~~l)m)~~ Smoke-Free Workplace

The City provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

The use of tobacco products is prohibited at all time indoors and on the campuses or property of the designated City worksites. This includes doorways, front porches or outdoor foyers, and parking lots.

m)n) **Political Activity**

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means ~~that~~ employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views.); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

n)o) **Use of City Email and Electronic Equipment, Facilities and Services**

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such City property.

i) Ownership

All information and communications in any format, stored by any means on or received via the City's electronic equipment, facilities or services is the sole property of the City.

ii) Use

All of the City's electronic equipment, facilities and services are provided and intended for City business purposes only and not for personal matters, communications or entertainment. ~~Access to the Internet, websites and other electronic services paid for by the City are to be used for City business only.~~ This means, for example, ~~that~~ employees may not use the City-provided Internet, or City electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate the City's no-harassment, non-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;

- Engage in any activity that violates the rights of any person or company protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other City-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses); or
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, providing it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use City-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the ~~employee's supervisor~~ City Manager.

iii) Inspection and Monitoring

Employee communications, both business and personal, made using City electronic equipment, facilities, and services are not private. Any data created, received or transmitted using City equipment, facilities or services are the property of the City and usually can be recovered, even though deleted by the user.

All information and communications in any format, stored by any means on the City's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the City's ownership of the electronic information, electronic equipment, facilities, or services, or the City's right to inspect such information. The City reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of the City's electronic equipment, facilities and services, including all communications and internet usage and resources visited. The City will override all personal passwords if it becomes necessary to do so for any reason.

iv) Personal Hardware and Software

Employees may not install personal hardware or software on the City's computer systems without approval from the Finance/IT Department. All software installed on the City's computer systems must be licensed. Copying or transferring of City-owned software may be done only with the written authorization of the IT Department.

v) Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by City management. No employee can examine, change or use another person's files, output or user name unless they have explicit authorization from City to do so.

vi) Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception, and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

vii) Inappropriate Web Sites

The City's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate the City's policies on harassment and discrimination.

vi) Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the **involved** risks and rewards **that are involved**. Keep in mind ~~that~~ any of your conduct ~~that~~ adversely affect**ings** your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City or the City's legitimate business interests may result in disciplinary action up to and including termination.

i) Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate the City's no-harassment and non-discrimination policies and ~~that~~ include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct.

Do not create a link from your blog, website or other social networking site to a City-owned or -maintained website without identifying yourself as a City employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact ~~that~~ you are a City employee and make it clear ~~that~~ your views do not represent those of the City or its employees or elected officials.

ii) Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, the City's employees and elected officials, and suppliers or other third parties who do business with the City. Also, keep in

mind ~~that~~ you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Maintain the confidentiality of the City's confidential information. Do not post internal reports, policies, procedures or other internal, City-related confidential communications or information. (See "Confidential City Information" policy above.)

iii) Request for Employee Social Media Passwords

The City's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a user name and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits City from requiring an employee to produce content from his or her social media or internet account in connection with a City -sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

~~p)q)~~ Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones and similar devices), tablets and similar devices, all of which are referred to as "cellular devices" in the Cellular Devices Policy.

i) Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City-provided cell phones/cellular devices may not violate the City's policies against harassment and discrimination. Thus, employees who use a personal or City-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) ~~that is harassing or otherwise~~ in violation of the City's no-harassment and non-discrimination policies will be subject to discipline, up to and including termination.

Nonexempt employees may not use their personal or City-provided cell phone/cellular device for work purposes outside of their normal work schedule without ~~advance~~ written authorization ~~in advance~~ from the City Manager. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

ii) Employee Use of City-Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to City employees on a limited basis to conduct the City's business. Determinations as to which employees receive City-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device. In some cases, the City may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of the City away from the office (see City Manager for more information).

Employees who receive a cell phone or cellular device from the City must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from the City must acknowledge and understand that because the cell phone/cellular device is paid for and provided by the City, or subsidized by the City, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to inspection and review if the City has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Cellular Device Policy or any other City policy. An employee who refuses to provide the City access to his/her personal cell phone/cellular device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use the City-provided cell phones or cellular devices to call 1-900, 1-976 or similar "pay per minute" services. Further, family and friends may not use an employee's City-provided cell phone/cellular device.

iii) Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones with built-in cameras and video photography devices, may not be used during working hours or at any City-sponsored function unless authorized to do so by the Department Head or designee.

iv) Cell Phones/Cellular Devices and Public Records

City-related business conducted on City-provided or personal cell phones/cellular devices ~~are;~~ ~~may be~~ subject to disclosure under Oregon's Public Records laws.

v) Cell Phone/Cellular Device Use While Driving

~~The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the public. Subject to a few narrow exceptions for emergency or public safety purposes,~~ Oregon law ~~also~~ prohibits the use of handheld cell phones while driving, ~~even if the driving is for work-related reasons.~~ This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time. It applies

equally to the usage of employee-owned cell phones and phones provided or subsidized by the City.

Employees are prohibited from using handheld cell phones for any purpose while driving on City-authorized or City-related business. This policy also prohibits employees from using a cell phone or other device to send or receive text or “instant” messages while driving on City business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free ~~cell phone or cellular device~~ for the call. ~~In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device.~~ Violation of this policy will subject the employee to discipline, up to and including termination.

g)r) **Driving While on Business**

Employees using a private vehicle to conduct City’s business must possess a valid driver’s license and must carry auto liability insurance. Employees who use their own vehicles for authorized City business use should make any necessary arrangements with their insurance carriers.

The City may verify the validity of your driver’s license and/or your driving record at the time of hire and at any point during your employment. Once you are employed with City, we will receive automated reports from the Department of Motor Vehicles (DMV). The reports notify the City when there are transactions on your driving record such as speeding tickets and citations.

While on City business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, “Cell Phone Use While Driving” policy, above.

3) Classification, Compensation and Benefits

a) Employee Classification

The City classifies employees as follows:

- Regular Full-time: Employment in an established position requiring 40 hours or more of work per week. Generally, full-time employees are eligible to participate in the City's benefit programs.
- Regular Part-time: Employment requiring less than 40 hours, but more than 20 hours, of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees are not eligible for benefits except those mandated by applicable law.
- Temporary: Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time. Temporary employees are not eligible for benefits other than those mandated by applicable law.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all City rules and procedures.

b) Salary Eligibility Date

The salary eligibility date (SED) is used to determine benefit accrual and merit increases of an employee. Employees will be assigned a SED equal to the first of the month immediately following hire date, position reclassification or promotion.

c) Duration of Employment

All employees, except temporary employees, are hired for an unspecified duration. None of the classifications guarantee employment for any specific length of time.

d) Job Sharing

Job Share Definition. A job sharing position is a regular full-time or part-time position that is held by two individuals on an interdependent, shared-time basis. The duties and responsibilities of the single position will be divided so as to provide complete and coordinated coverage by the two partners. The partners will normally divide the required working hours, not to exceed a total of 40 hours per week, within a pay period.

Each partner in a job sharing position must have, or be capable of having, all the knowledge, skills, and abilities necessary to perform the job. In addition, partners must communicate with one another to ensure that their efforts are coordinated effectively. Each job share partner must be willing to cover the absences of the other.

Benefits. Job share partner's benefits are determined as if each were a part-time employee; however, the City shall not be required to contribute to either more than half cost of health insurance for a full family. Vacation, sick leave and holiday benefits will be pro-rated on the basis of hours worked.

Approval and Termination of Job Share Positions. Job sharing shall be implemented, continued or terminated at the discretion of the City based on operational efficiency. Specific scheduling arrangements shall be determined by the Department Head and should be a function of the needs of the department, the nature of the job and the desires of the job share partners.

d)e) _____ Performance Reviews

All permanent City employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action (including termination).

The City's goal is to provide an employee with the first formal performance evaluation within six months after hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review on an annual basis. Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work;
- A review of exceptional employee accomplishments;
- Establishment of goals for career development and job enrichment;
- A review of areas needing improvement; and
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than 30 days following the date the performance evaluation was received.

~~Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.~~

e)f) Payroll Policies

i) Pay Period

~~The pay period runs from the 1st day of the month to the last day of the month.~~ The pay period begins on the 16th of the month and ends on the 15th of the following month.

ii) Overtime

- Time-and-a-Half: The City pays one and one-half times a non-exempt employee's regular rate of pay for all hours worked over 40 in any workweek. See "Employee Classification" above.
- Limitation on Overtime Pay: Paid hours not actually worked (for example, sick, vacation, holidays, and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay.
- Assignment of Overtime Work: On occasion, where the City's workload makes it necessary, non-exempt employees may be required to work overtime.
- Supervisor Authorization: No overtime may be worked by non-exempt employees unless specifically authorized in writing by the Department Head or designee. Employees who work unauthorized overtime may be subject to discipline up to and including termination.
- Compensatory (Comp) Time: Overtime hours can be paid or, at the employee's option with City approval, accumulated at time and one-half up to a maximum of 80 hours and taken as comp time off. Overtime worked after the employee has accrued 80 hours of comp time will be compensated as overtime pay. Employees are encouraged to work with their manager/supervisor to schedule and use comp time within 60 days of when it is accrued. At the discretion of an employee's manager/supervisor, employees who have accrued less than 80 comp hours may be able to choose whether to have the accrued comp time cashed out at the rate earned by the employee at the time the employee receives the payment. The City may elect to cash out accumulated comp time at any time.
- Exempt Employees: Exempt employees are not eligible to receive overtime pay or compensatory time off from work.

iii) Timekeeping Requirements

~~All non-exempt employees must accurately record time worked on a time card for payroll purposes.~~ Employees are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees also must record their time whenever they leave the building for any reason other than City business. Filling out another employee's time card, allowing another employee to fill out your time card, or altering any time card will be grounds for discipline up to and including termination. An employee who fails to record all of his or her time worked may be subjected to discipline as well.

~~Salaried exempt employees also may be required to record their time on either a time card or time sheet. These employees will be instructed separately on this process.~~

iv) Payday

Paychecks will be distributed on the last business day of the month. The City will electronically deposit paychecks (direct deposit) upon written request of the employee.

v) Payroll Advance

A pay advance is a temporary loan to an employee. You may not receive a pay advance unless you have an emergency or an unusual, unforeseen event that causes severe financial hardship. Employees are limited to ~~three~~ **two (2)** advances in a given fiscal year and may receive an advance only for monies already earned during the month (up to 40% of your base monthly wages). Your pay advance request must be approved by the Department ~~Director and the Finance Director.~~ **Director and the Finance Director and the City Manager.** Advances will be processed within two days of receipt of request.

vi) Optional Deductions

Employees may authorize deductions from their pay (by written request) for items such as local gym dues, donations, etc. Authorized optional deductions must be of general interest to five (5) or more employees and approved by the Finance Director.

vii) Deferred Compensation

Eligible City employees may elect to enroll in the deferred compensation plan(s) approved by the City. Deferred compensation accounts will be established on behalf of any employee who is willing to make contributions to the plan in accordance with plan requirements.

viii) Applicable Laws

The City makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City has made any improper deductions, has failed to pay you for all hours worked or for overtime, or has failed to properly calculate your wages in any way, you must immediately report the error to your Department Head or designee. The City will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination because he or she has reported any errors or complaints regarding the City's pay practices.

ix) Pay Upon Leaving City Employment

An employee terminating employment with the City who gives the City at least 48 hours' notice will be paid on the date of separation any earned and unpaid wages then due plus any accumulated and unused vacation pay and compensatory time. Work hours, vacation and compensatory time shall be paid at the employee's hourly rate at the date of separation. If the employee gives less than 48 hours' advance notice prior to quitting City employment, the employee shall be paid within five (5) business days of the separation date or on the next regularly scheduled payday, whichever occurs first. Terminated employees will receive final pay no later than the end of the first business day after termination.

x) Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the Finance Director to ensure ~~that~~ the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

f)g) Healthcare Benefits

The City currently offers group medical, vision, dental, long-term disability and life insurance plans for eligible employees. Coverage begins on the first day of the month following the employee's completion of thirty (30) days of employment. For example, an employee hired on January 15 would have coverage beginning March 1.

i) Summary Plan Description

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by the City. These documents govern all issues relating to employee health insurance.

ii) Continuation Coverage under COBRA

Information regarding specific benefits or continuation of coverage is available from the Finance Director.

g)h) _____ Workers' Compensation and Safety on the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

i) Steps to Take if You Are Injured on the Job

To ensure ~~that~~ you receive any workers' compensation benefits to which you may be entitled, you must do all of the following:

- Immediately report any work-related injury to your supervisor. You must report the injury at the time it happens, and no later than 24 hours after injury;
- Seek medical treatment and follow-up care if required; and
- Promptly complete a written Employee's Claim Form (Form 801) and return it to the City Manager's office.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

ii) Return to Work

If you require workers' compensation leave, you will —under most circumstances — be reinstated to the same position ~~that~~ you held at the time your leave began, or to an equivalent position, if available. However, you must first submit an approved medical certificate demonstrating your ability to return to work.

When returning from ~~a~~ workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

iii) Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines ~~that~~ you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other the City rules and procedures.

iv) Overlap with Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the Americans with Disabilities Act (ADA), as amended, and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

4) Time Off and Leaves of Absence

a) Vacation Benefits for Employees

i) Vacation Policy

Vacation benefits are intended to provide eligible employees with a period of rest and relaxation away from work with pay. Accordingly, employees are encouraged to schedule vacations with their Department Head each year and to use all vested vacation benefits.

ii) Vacation Accruals

The City provides vacation benefits to its regular full-time and regular part-time employees. Vacation credits will accrue and be posted monthly as follows for full-time, non-represented employees:

Years of Continuous Service	Annual Accrual
Less than 5 years	96 hours
At least 5 and less than 10 years	120 hours
At least 10 and less than 15 years	144 hours
At least 15 years	144 hours plus 8 hours for each year of service beyond 15 years

Regular part-time employees will receive pro-rated vacation benefits. Vacation shall not accrue during an unpaid leave of absence.

iii) Maximum Accrual Balance

An employee with less than 15 years of continuous service may accrue a maximum balance of up to 190 hours of vacation leave. An employee with 15 years or more continuous service may accrue a maximum balance of up to 230 hours of vacation. Once an employee has accrued the maximum amount of vacation leave, the employee will cease to accrue additional leave. The employee will begin to accrue vacation leave once the amount of accrued vacation falls below the maximum amount.

iv) Scheduling Vacations

Vacations must be scheduled and approved in advance by the employee's Department Head, or by the City Manager in the case of Department Heads absence, in accordance with Department and/or work area policy.

v) Holidays Occurring During Scheduled Vacations

If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day if eligible for such pay and will not be charged for vacation benefits for the day.

vi) Vacation During First Six Months of Employment

New employees shall accumulate vacation leave from the date of hire but will not be eligible to take vacation time off during the first six months of employment.

vii) Vacation Leave Donation and Use

The purpose of donated vacation leave is to assist any eligible employees with additional leave through the donations of eligible co-workers. All full-time regular employees are eligible to request or donate vacation time in cases deemed as "hardship" by the City Manager or designee. All donations will be kept confidential and donors will remain anonymous. To qualify for a leave donation, an employee must meet the eligibility requirements of the Family Medical Leave Act and/or the Oregon Family Leave Act. An employee who is receiving, or is eligible to receive, any type of retirement disability, short-term or long-term disability insurance, or other supplemental income is not eligible to receive donated leave.

Donated leave may not be used to extend employment beyond the point ~~that~~ it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

The City does not solicit donated leave for time loss related to pandemic illnesses, such as the H1N1 flu virus.

The Requesting Employee (Recipient) Must:

- Provide documentation for a non-work related seriously disabling illness or injury, as certified by a physician;
- Have first exhausted all accrued sick leave, compensatory time, floating and vacation leave;
- Have worked one full year at the City and have received satisfactory performance evaluations; and
- Submit a request for donated leave to their Department Head or designee indicating reason and anticipated amount of lost work time.

The Donating Employee

- Must complete and submit to the City Manager or designee, a designated form with Department Head approval, indicating the desire to donate; and
- May donate up to a maximum of 40 hours of vacation time per calendar year but must retain a minimum of 40 hours vacation leave.

Any decision by the City Manager or designee regarding Vacation Leave Donation will be binding. Donated time is calculated using the number of hours donated, the donator's hourly wage, and the recipient's hourly wage.

b) Management Leave for Exempt Employees

The City recognizes ~~that its~~ exempt employees commit substantial hours to City service in order to fulfill their responsibilities and meet periodic job demands. Therefore, the City has elected to grant these employees paid management leave for the extra hours of service worked for the City, as specified below.

Effective July 1 of each fiscal year, exempt positions will receive 10 days (80 hrs.) paid management leave in addition to vacation and holidays, ~~as follows:~~

_____ City Manager	_____ 10 days per year (80 hrs.)
_____ Police Chief	_____ 10 days per year (80 hrs.)
_____ Public Works Director	_____ 10 days per year (80 hrs.)
_____ Finance Director	_____ 10 days per year (80 hrs.)
_____ Community & Economic Development Director	_____ 10 days per year (80 hrs.)
_____ Associate Planner	_____ 10 days per year (80 hrs.)
_____ Library Director	_____ 10 days per year (80 hrs.)
_____ Maintenance Superintendent	_____ 10 days per year (80 hrs.)
_____ Staff Engineer	_____ 10 days per year (80 hrs.)

An employee hired after July 1 will receive administrative leave for the remainder of the fiscal year on a pro-rated basis. Management leave must be taken by June 30th of each year. Unused management leave days will not be cashed out and will not accrue from year to year and shall be forfeited if not used. Personnel who sever employment in the middle of the fiscal year and use more days than the proportional amount for their employment period may have the excess use deducted from the final paycheck based on an hourly rate, as permitted by applicable law. Management leave shall be approved by the Department Head or City Manager. Department Heads shall regulate the use of management leave within their departments.

c) Holidays and Floating Holidays

Regular full-time employees will receive a day off with pay on each of these recognized holidays:

New Year's Day	President's Day
Memorial Day	Independence Day (July 4)
Labor Day	Thanksgiving Day
The day after Thanksgiving	Christmas Day
Veterans Day	Personal Holiday (hours to equal 2 shifts)

When a scheduled holiday falls on a Sunday it will be observed on the following Monday. When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

If a non-exempt employee is required to work on any holiday observed by the City, the employee shall either be paid or given compensatory time off for all hours worked at the rate of one and one-half times the regular rate of pay.

Employees who are off work on an unpaid leave of absence shall not receive holiday pay. Employees who are off work due to sick leave or vacation shall be paid for the holiday in lieu of receiving vacation or sick leave paycredits.

d) Family Medical Leave

i) FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave of absence for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and the City rights and obligations, not this policy.

Employees seeking further information should contact the City Manager's office. ~~A~~Please also refer to the "Employee Rights and Responsibilities under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the employee break areas which are incorporated here by reference.

1. Definitions

Child/Son or Daughter: For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of in loco parentis. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age – see below.

Family Member: For purposes of FMLA, "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).

For purposes of OFLA, “family member” includes the definitions found under FMLA and also includes adult children (for “serious health condition” leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

Eligible Employee: OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA – For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the City Manager for more information.

FMLA – Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

Serious Health Condition: “Serious health condition” is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a “serious health condition”; see the City Manager’s office for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

2. *Reasons for Taking Leave*

Family Medical Leave may be taken under any of the following circumstances:

- Call to Active Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies”

may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.

- Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
- Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
- Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
- Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
- Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a "covered servicemember." This type of leave is available under FMLA only.
- Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
- Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy [in section E](#) for more information.

3. Length of Leave

In any One-Year Calculation Period, eligible employees may take up to twelve (12) weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active Duty Leave.

- In some cases, an additional twelve (12) weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- In some cases, employees who take the entire twelve (12) weeks of OFLA Parental Leave will be entitled to an additional twelve (12) weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

The “12-month period” during which leave is available (also referred to as the “One-Year Calculation Period”) is 12 months starting with the first day family leave is taken by the employee (12-month "looking forward" method).

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of the City’s operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee. Intermittent leave for Parental Leave is not available.

4. Employee Notice Requirements

Employees must provide at least 30 days’ advance notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days’ notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let City Manager know as soon as practicable if dates of scheduled leave change or are extended or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify City Manager within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with the City's normal call-in procedures. Employees who fail to comply with the City's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

5. Certification

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Additionally, employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request. Employees requesting child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish the City's requested medical certification information within 15 calendar days after such information is requested by the City. In some cases (except for leave to care for a sick child), the City may require a second or third opinion, at the City's expense. Employees also may be required to submit subsequent medical verification. Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification. If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from their health care provider stating that the employee is able to resume work.

6. Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including vacation, compensatory time, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. Represented employees may reserve accrued leave and compensatory time if provided by their collective bargaining agreement. If the employee has no accrued paid leave, vacation, compensatory time or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

7. Holiday Pay While on Leave

Employees receiving short- or long-term disability will not qualify for holiday pay. Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a

holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

8. On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a “serious health condition” as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a “serious health condition” as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee’s serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers’ compensation time-loss benefits.

9. Benefits While on Paid Leave

If an employee is on approved FMLA or OFLA Leave, the city will continue the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work.

10. Benefits While on Unpaid Leave

Employees wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of the employee portion of coverage. Retirement benefits will not continue while an employee is out on unpaid leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in City benefit plans.

11. Job Protection

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. With the exception of employees on leave as the result of an on-the-job injury or illness or otherwise required by law, reinstatement shall not be considered if the leave period exceeds the maximum allowed.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Employees who work for other employers during a “serious health condition” leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

e) Bereavement Leave

Employees who have worked for City for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of bereavement leave including 5 days off with pay per death of a family member. Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA. For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

Employees who wish to take bereavement leave must inform the City as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, oral notice must be provided within 24 hours of beginning leave. Written notice must be provided to the employer within three days of returning to work. Employees are required to use any available sick leave during the period of bereavement leave; vacation time will be used if the employee has no available sick leave.

f) Jury and Witness Duty

i) Jury Duty

The City will grant employees time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's supervisor to verify the need for such leave. Jurors will turn over payments the employee receives for jury duty (except mileage when using personal vehicle) to the City, and the employee will be paid their regular wages for a period not to exceed two weeks. After two weeks of paid leave the employee will be granted additional unpaid leave. The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep their supervisor informed about the amount of time required for jury duty.

ii) Witness Duty

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to the Finance Director upon receipt.

Except for employee absences covered under the City's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to

testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

g) Religious Observances Leave and Accommodation Policy

The City respects the religious beliefs and practices of all employees. The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the City Manager.

h) Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his or her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for crime victim leave must:

- i. Use any accrued, but unused vacation/sick leave during the leave period;
- ii. Provide as much advance notice as is practicable of his/her intention to take leave unless giving advance notice is not feasible); and
- iii. Submit a request for the leave in writing to the City Manager as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

i) Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his or her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the City Manager, as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact the City Manager immediately with requests for reasonable safety accommodations.

j) Military Leave

Employees who wish to serve in the military and take military leave should contact the City Manager for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

k) Sick Leave

The City provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the City Manager's office. ~~Please also~~ refer to the Oregon Sick Leave Law poster that is posted in employee break areas and is incorporated here by reference.

i) Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Employees begin to accrue paid sick leave on the first day of employment, paid sick leave may be used as it is accrued.

Paid sick leave shall accrue at the rate of eight (8) hours for every month worked. Paid sick leave shall be taken in six-minute increments.

Paid sick leave will be paid at the employee's current regular rate of pay. Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.

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

Upon an Employee's death ~~or retirement~~: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate ~~upon the Employee's death~~.

Upon an Employee's retirement: Sick Leave shall be paid to the Employee at retirement, unless the Employee is facing discharge, at the following rates below. To be eligible for this retirement benefit, the employee shall have met the continuous service requirement listed below or age 55, whichever is less.

- Completion of 20 years – 30%
- Completion of 25 years – 40%
- ~~Completion of 30 years – 50%~~

If an employee leaves employment and is rehired within 180 days, the employee's remaining sick leave balance will be restored.

ii) Use of Sick Leave

Sick leave is intended as a safety net to provide you with income during periods of illness. Use your sick leave appropriately so you will have it available when needed. Accrued paid sick leave may be used for the following reasons:

- For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care for the employee or qualified family member;
- “Qualified family member” means the eligible employee’s grandparent, grandchild, spouse, or registered same-gender domestic partner, and the domestic partner’s child or parent; the employee’s stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee’s biological, adoptive or foster parent or child;
- For any purpose allowed under the Oregon Family Leave Act, including bereavement leave;
- 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 and requires leave for any of the purposes under Oregon’s domestic violence leave law (ORS 659A.272); or
- In the event of certain public health emergencies or other reasons specified under Oregon’s sick leave law.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

iii) Employee Notice of Need for Sick Leave

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner ~~that is only~~ minimally disruptive to the organization and operations, the City may deny the use and legal protections of sick leave.

1. *Foreseeable Sick Leave*

If the need for sick leave is foreseeable, employees must notify their supervisor as soon as practicable before the leave using the City’s call-in/notification procedures. Generally, an employee must provide at least 10 days’ notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of City. Employees must notify their supervisor of any change in the expected duration of sick leave as soon as is practicable.

2. *Unforeseeable Sick Leave*

If the need for sick leave is unforeseeable, the employee must notify their supervisor as soon as practicable and comply generally with the City’s call-in procedures. Generally, an employee should notify their immediate supervisor of unforeseeable sick leave at least three hours prior to the beginning of their shift, unless physically unable to do so, at which time notice should be given as soon as possible.

An employee must contact their supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform their supervisor of any change in the duration of sick leave as soon as practicable.

iv) Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, City may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

v) Sick Leave Abuse

If the City suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, the City may require documentation from a healthcare provider on a more frequent basis. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

I) Attendance Leave Incentive

Regular employees who maintain a sick leave bank of at least 120 hours for 40-hour employees for the 12-month period beginning July 1 of the first year to the following July 1, may be eligible to participate in this program. For eligible employees, the program converts some unused sick leave accrued during that 12-month period to pay.

2) Employee Benefits

a. Retirement Benefits

The City participates in the Public Employees Retirement System (PERS) for all sworn police officers and ICMA-RC for all other qualifying employees. For PERS Employees, your designation as a Tier I, Tier II or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS.

For employees eligible for ICMA-RC the first, a 401(a) plan includes a city contribution and an employee contribution. Employees may also elect to contribute to a 457 deferred compensation plan. For more information about the City's contributions to employee retirement plans, please see the City Manager's office.

4) General Causes for Disciplinary Action

a. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the City's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other City records;
 - Recording of work time of another employee or allowing any other employee to record your work time or allowing falsification of any time sheets (your own or another employee's);
 - Theft or the deliberate or careless damage or destruction of any City property, or the property of any other employee, citizen, vendor or third party;
 - Unauthorized use of City equipment, materials or facilities;
 - Provoking a fight or fighting during work hours or on City property;
 - Engaging in criminal conduct while at work;
 - Causing, creating or participating in a significant or substantial disruption of work during working hours on City property;
 - Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City employee, customer or vendor;
 - Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so;
 - Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you;
 - Sleeping or malingering on the job;
 - Excessive personal telephone calls during working hours;
 - Unprofessional appearance during normal business hours;
 - Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City;
 - Misrepresentation of City policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City. Employees may not use the City's name, logo, likeness, facilities, assets or other resources of the City for personal gain or private interests;
 - Violations of the Ethics Policy or Oregon's Ethics laws;
 - Violation of any safety, health, security or City policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the City or outside regulatory or legislative bodies;
- or

- Harassment or discrimination that violates City policy.

This statement of prohibited conduct does not alter the City's policy of at-will employment. With the exception of employees subject to a collective bargaining agreement or contract of employment, the City remains free to terminate the employment relationship at any time, with or without cause or notice.

b. Corrective Action/Discipline Policy

Employees are always expected to perform to the best of their abilities. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an ~~act that is~~ inappropriate act. When performance or conduct does not meet City standards, the City will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City policies, procedures and rules and for other inappropriate behavior or conduct, the City may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City may also choose to send the employee to training or an education opportunity.

In all cases, the City retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case. Accordingly, the City reserves the right to proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when ~~the deems~~ such action deemed appropriate. The City retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

c. Workplace Inspections

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers,*

work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by the City; these areas are not private.

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

d. Video Surveillance Policy

The City maintains and monitors security cameras in certain areas of its facilities to provide a secure environment for employees and visitors. The City agrees ~~that~~ it will not monitor the security tapes or other information produced by its security cameras for the purpose of monitoring employee activity and/or for the sole purpose of initiating employee discipline. However, the City reserves the right to use security tapes and other available information documented by its security systems to support employee discipline, up to and including suspension or discharge, as it may deem appropriate. Specifically, the City may review security tapes and/or other information documented by its security systems when it has independent reason to believe ~~that~~ an employee has engaged in wrongdoing ~~that may be~~ documented on the security tapes or other information documented by its security system and may use any such information it finds in support of discipline, up to and including suspension or discharge. In addition, if the City is monitoring security tapes for an unrelated reason, and in so doing discovers employee wrongdoing, it may use the security tapes or other information documented by the security system to support employee discipline, up to and including suspension or discharge.

5) Leaving the City

a. Retirement or Resignation

If ~~you choose~~an employee chooses to resign or retire, it is anticipated ~~that you will give~~ the City will be given as much notice as possible – preferably a minimum of two weeks. When giving your two weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two weeks' notice of your intent to leave the City, you will not be eligible for re-employment at a later date.

If the employee's decision to resign is based on a correctable situation ~~that could be corrected~~, the employee is encouraged to discuss it with the Department Head before making a final decision.

Employees must return all City property, including phones, computers, identification cards, credit cards, keys, and manuals, to the Department Head on or before their last day of work.

b. References

All requests for references or recommendations must be directed to the City Manager. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

6) Employee Acknowledgement

Acknowledgment of Receipt of 2018 Personnel Policies Manual

I acknowledge that I have received and will read a copy of City's 2018 Personnel Policies Manual. I also understand that a copy of the Personnel Policies is available to me at any time to review in the City Manager's office and the City of Sweet Home's webpage at www.ci.sweet-home.or.us.

I understand that City has adopted the 2018 Personnel Policies Manual only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in City's sole discretion. I also understand that the 2018 Personnel Policies Manual control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the 2018 Personnel Policies Manual is not an employment contract and is not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either the City or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without advance notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City's policies regarding equal employment opportunity and provides a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to my Department Head or designee, or to the City Manager.

During my employment with the City, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new polices as issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature

Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

Employee Handbook - Policy Tracking
2012 Policy – 2018 Policy

GENERAL POLICIES

- INTRODUCTION (Revised)
- PERSONNEL ADMINISTRATION
- ~~WRITTEN DEPARTMENTAL RULES AND STANDARD OPERATING PROCEDURES~~
- APPLICABILITY (Added to Introduction)

APPOINTMENTS, QUALIFICATIONS AND SEPARATION

- ~~JOB ANNOUNCEMENT~~
- ~~APPLICATIONS~~
- QUALIFICATIONS (Changed to Employment Eligibility)
- ~~SELECTION AND APPOINTMENT~~
- ~~ORIENTATION~~
- EMPLOYEE STATUS (Changed to Classification)
- EMPLOYMENT OF RELATIVES
- PRE-EMPLOYMENT EXAMINATIONS
- DRIVING RECORD
- ~~VOLUNTARY RESIGNATIONS~~
- RETIREMENT
- ~~VOLUNTEERS~~
- PERSONNEL RECORD
- EMPLOYEE PRIVACY POLICY
- AMERICANS WITH DISABILITIES ACT
- VETERANS' PREFERENCE IN HIRING

PAYROLL, SCHEDULING AND OVERTIME PRACTICES

- ~~COMPENSATION~~
- SALARY ELIGIBILITY DATE
- WORK WEEK (Revised)
- ALTERNATIVE WORK SCHEDULES
- REST PERIODS (Revised)
- MEAL PERIODS
- REST BREAKS FOR EXPRESSION OF BREAST MILK
- OVERTIME AND COMPENSATORY TIME-OFF
- MGMT LEAVE FOR FLSA EXEMPT EMPLOYEES (Revised)
- PAYDAY (Revised)
- PAYROLL DEDUCTIONS
- HEALTH INSURANCE BENEFITS
- RETIREMENT BENEFITS
- TIME RECORDS (Revised)
- EMERGENCY RESPONSE DUTIES
- PAY UPON LEAVING CITY EMPLOYMENT
- JOB SHARING

TRAVEL

- TRAVEL POLICY (Revised)

TIME OFF

Employee Handbook - Policy Tracking
2012 Policy – 2018 Policy

- VACATION BENEFITS FOR ~~NON-REPRESENTED~~ EMPLOYEES
- HOLIDAYS FOR ~~NON-REPRESENTED~~ EMPLOYEES
- SICK LEAVE ~~FOR NON-REPRESENTED EMPLOYEES~~
- COMPASSIONATE LEAVE FOR NON-REPRESENTED
 - EMPLOYEES (Changed to Bereavement Leave)
- JURY DUTY
- FAMILY AND MEDICAL LEAVE
- PARENTAL LEAVE
- SERIOUS HEALTH CONDITION LEAVE
- MILITARY LEAVE
- UNPAID LEAVE OF ABSENCE
- PAID LEAVE OF ABSENCE
- DOMESTIC VIOLENCE LEAVE
- CRIME VICTIM LEAVE POLICY
- ATTENDANCE LEAVE INCENTIVE

SAFETY AND ACCIDENTS

- SAFETY POLICY STATEMENT
- UNSAFE CONDITIONS
- ACCIDENT REPORTING
- EMPLOYEE INJURY REPORT
- RETURN TO WORK POLICY
- ACCIDENT AND INJURY FOLLOW-UP
- WORKERS' COMPENSATION INSURANCE
- INTEGRATION WITH WORKERS' COMPENSATION PAYMENTS
- POLICY ON NON-VIOLENCE IN THE WORKPLACE
- VIDEO SURVEILLANCE POLICY

7.0 WHAT THE CITY EXPECTS FROM ITS EMPLOYEES

- TEAMWORK AND EXCELLENCE
- PERSONAL CONDUCT
- CODE OF ETHICS FOR CITY EMPLOYEES (Revised)
- POLITICAL ACTIVITIES OF CITY EMPLOYEES
- ATTENDANCE AND PUNCTUALITY
- ~~PERSONAL APPEARANCE~~
- ~~APPEARANCE OF WORK AREAS~~
- ELECTRONIC COMMUNICATION/INFORMATION SYSTEMS
 - USAGE POLICY
- USE OF CITY PHONES
- SMOKING/TOBACCO USE (Revised)
- OUTSIDE EMPLOYMENT
- SUBSTANCE ABUSE
- ~~EMPLOYEE ASSISTANCE PROGRAM~~

NON-DISCRIMINATION AND HARASSMENT

- EQUAL EMPLOYMENT OPPORTUNITY
- PROHIBITION OF HARASSMENT AND DISCRIMINATION
- ~~COMMUNICABLE DISEASES OF EMPLOYEES AND THE PUBLIC~~
- ~~BLOODBORNE PATHOGENS EXPOSURE CONTROL~~
- ~~GENETIC INFORMATION NON-DISCRIMINATION ACT (GINA)~~

Employee Handbook - Policy Tracking
2012 Policy – 2018 Policy

- RELIGIOUS ACCOMMODATION
- ~~MEETING PARTICIPATION~~

EMPLOYEE PERFORMANCE REVIEWS

- PERFORMANCE EVALUATIONS

COMPLAINT RESOLUTION AND DISCIPLINE

- CITY POLICY
- STEPS TO SOLUTION
- NON-RETALIATION
- DISCIPLINE GENERALLY
- CORRECTIVE ACTION - GENERAL GUIDELINES
- ~~SUSPENSION OF SALARIED EXEMPT EMPLOYEES~~
- APPLICATION OF PROGRESSIVE PROCEDURES
- ~~DEPRIVATION PROCEDURE~~

~~SUGGESTION AND EDUCATION PLANS~~

- ~~SUGGESTION POLICY~~
- ~~EDUCATION AND TRAINING~~
- ~~RECOGNITION PROGRAM~~
- ~~EMPLOYEE EMPOWERMENT PROGRAM~~

CERTIFICATION STATEMENT



Finance Department

To: City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – September 2018

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city's annual audit. This department also administers the city's assessment docket, coordinates employee's benefits and maintains financial records relating to grants and contracts. The following information represents the department's activities during the month of **September 2018**.

Accounts Payable:

The Finance Department maintains a weekly schedule for AP disbursements when possible. City departments submit documentation through Springbrook to request payment to vendors. Once the Finance Department has a completed purchase order and invoice/receipt, a check is printed and mailed within seven (7) business days.

For the month of September 2018, 162 checks were printed totaling \$778,956.78. A list of the checks is provided for your review. Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on list).

Check No.	Vendor	Description	Amount
0	EBS Trust	Monthly group insurance premium	\$74,675.51
87730	American Bank & Trust	1 st lease payment for Police Patrol Vehicle	\$14,439.00
87760	Game Time	Playground Equipment	\$6,475.98
87822	MurraySmith	Professional engineering services	\$53,353.41
87847	Oregon DEQ	Debt service payment	\$259,782.00
87849	American Bank & Trust	2 nd lease payment for Police Patrol Vehicle	\$13,496.00
87855	Linn Benton Tractor Co.	Leaf vacuum	\$6,890.00

Passports:

Since 2001, the city has been accepting passport applications for the United States Department of State. Travelers can call, stop by city hall or visit the city's website for information on application requirements.

For the month of September 2018, the city processed 24 passports and took 20 passport pictures.

Lien Searches:

The city has various liens that can be applied to properties in Sweet Home. The city can apply a lien for past due utility balances or a property owner can place a lien on their property for improvement assessments per ORS. An internet database maintains a list of these liens and is searchable by title companies for paying off outstanding balances during a sale. Each lien search generates \$25.00 for the city.

For the month of September 2018, 84 lien searches were completed.

Utility Billing:

In July 2017, utility billing became the responsibility of the Finance Department. Utility billing is responsible for the timely reading of water meters in the city and distribution of bills to residents and businesses. The revenue generated from the utility bills covers the costs associated with operating and maintaining the Water Treatment Plant and the Wastewater Treatment Plant as well as the maintenance of the city's distribution and collection systems.

For the month of September 2018, the city processed 226 service requests and saw 14 new customers open accounts in Sweet Home. In total, 47 accounts were opened and 42 were closed. The city processed 3,281 utility billing statements and 1,084 past due notices. **48 accounts were turned off for non-payment on September 8, 2018.**

CITY OF SWEET HOME
Quarterly Projections

(Unaudited, non-GAAP, For projection purposes only)

As of September 30, 2018
For the Fiscal Year Ended June 30, 2019

	Year-to-Date				Budget		Projections		Notes
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD		Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	
Executive									
Other	0	n/a	n/a		0	0	0	0	
Total Revenues	<u>0</u>	<u>n/a</u>	<u>n/a</u>		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Personnel Services	(65,238)	25%	3%		(256,739)	(260,598)	(260,598)	0	
Materials, Services & Capital	(6,155)	0%	-67%	(1)	(47,165)	(1,255,989)	(1,255,989)	0	
Total Expenditures	<u>(71,393)</u>	<u>5%</u>	<u>-13%</u>		<u>(303,903)</u>	<u>(1,516,587)</u>	<u>(1,516,587)</u>	<u>0</u>	
Net from Operations	<u>(71,393)</u>				<u>(303,903)</u>	<u>(1,516,587)</u>	<u>(1,516,587)</u>	<u>0</u>	
Finance									
Fees	34,069	22%	12%		177,777	155,612	155,612	0	
Other	870	3%	-86%	(2)	31,233	28,535	28,535	0	
Total Revenues	<u>34,939</u>	<u>19%</u>	<u>-5%</u>		<u>209,011</u>	<u>184,147</u>	<u>184,147</u>	<u>0</u>	
Personnel Services	(134,833)	25%	-7%	(3)	(603,553)	(582,312)	(548,570)	33,742	(3)
Materials, Services & Capital	(13,475)	10%	-44%	(4)	(119,944)	(128,950)	(128,950)	0	
Total Expenditures	<u>(148,308)</u>	<u>22%</u>	<u>-12%</u>		<u>(723,497)</u>	<u>(711,262)</u>	<u>(677,520)</u>	<u>33,742</u>	
Net from Operations	<u>(113,369)</u>				<u>(514,487)</u>	<u>(527,115)</u>	<u>(493,373)</u>	<u>33,742</u>	
Community & Economic Development									
Fees	3,304	27%	37%		15,247	12,420	12,420	0	
Other	36,614	17%	-27%		180,596	150,023	218,680	68,657	(5)
Total Revenues	<u>39,918</u>	<u>17%</u>	<u>-24%</u>		<u>195,843</u>	<u>162,443</u>	<u>231,100</u>	<u>68,657</u>	
Personnel Services	(87,790)	25%	35%		(328,725)	(486,124)	(349,616)	136,508	(6)
Materials, Services & Capital	(11,437)	2%	-15%		(55,856)	(611,302)	(611,302)	0	
Total Expenditures	<u>(99,227)</u>	<u>10%</u>	<u>27%</u>		<u>(384,581)</u>	<u>(1,097,426)</u>	<u>(960,918)</u>	<u>136,508</u>	
Net from Operations	<u>(59,310)</u>				<u>(188,738)</u>	<u>(934,983)</u>	<u>(729,818)</u>	<u>205,165</u>	

CITY OF SWEET HOME
Quarterly Projections

(Unaudited, non-GAAP, For projection purposes only)

As of September 30, 2018
For the Fiscal Year Ended June 30, 2019

	Year-to-Date				Budget		Projections		
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD	Notes	Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	Notes
Library									
Property Taxes	10,054	3%	250%	(7)	351,762	381,043	388,588	7,545	
Fees	937	28%	-31%		4,731	5,500	3,373	(2,127)	
Other	1,240	25%	-33%		23,674	5,000	5,000	0	
Total Revenues	<u>12,232</u>	<u>3%</u>	<u>101%</u>		<u>380,167</u>	<u>391,543</u>	<u>396,961</u>	<u>5,418</u>	
Personnel Services	(51,118)	25%	21%		(170,808)	(208,567)	(208,567)	0	
Materials, Services & Capital	(32,035)	11%	13%		(108,251)	(289,708)	(289,708)	0	
Total Expenditures	<u>(83,152)</u>	<u>17%</u>	<u>18%</u>		<u>(279,059)</u>	<u>(498,275)</u>	<u>(498,275)</u>	<u>0</u>	
Net from Operations	<u>(70,921)</u>				<u>101,109</u>	<u>(106,732)</u>	<u>(101,314)</u>	<u>5,418</u>	
Police									
Property Taxes	75,010	3%	260%	(7)	2,364,203	2,567,909	2,625,237	57,328	
Fees	75	25%	275%		695	300	300	0	
Other	11,859	13%	-12%		149,959	94,431	94,431	0	
Total Revenues	<u>86,944</u>	<u>3%</u>	<u>153%</u>		<u>2,514,857</u>	<u>2,662,640</u>	<u>2,719,968</u>	<u>57,328</u>	
Personnel Services	(525,084)	25%	-5%		(2,205,566)	(2,219,878)	(2,105,765)	114,113	
Materials, Services & Capital	(55,141)	13%	-8%		(301,563)	(433,584)	(433,584)	0	
Total Expenditures	<u>(580,225)</u>	<u>23%</u>	<u>-6%</u>		<u>(2,507,129)</u>	<u>(2,653,462)</u>	<u>(2,539,349)</u>	<u>114,113</u>	
Net from Operations	<u>(493,281)</u>				<u>7,727</u>	<u>9,178</u>	<u>180,619</u>	<u>171,441</u>	
PW Parks									
Fees	0	n/a	n/a		0	0	0	0	
Other	395	12%	-45%		2,791	3,166	3,166	0	
Total Revenues	<u>395</u>	<u>12%</u>	<u>-45%</u>		<u>2,791</u>	<u>3,166</u>	<u>3,166</u>	<u>0</u>	
Personnel Services	(49,565)	25%	96%		(129,853)	(195,927)	(195,927)	0	
Materials, Services & Capital	(36,587)	14%	941%		(53,314)	(270,486)	(270,486)	0	
Total Expenditures	<u>(86,152)</u>	<u>18%</u>	<u>199%</u>		<u>(183,167)</u>	<u>(466,413)</u>	<u>(466,413)</u>	<u>0</u>	
Net from Operations	<u>(85,757)</u>				<u>(180,376)</u>	<u>(463,247)</u>	<u>(463,247)</u>	<u>0</u>	
PW Water									
User Fees	778,558	33%	9%		2,109,892	2,367,349	2,367,349	0	
Fees	28,188	44%	39%		63,459	10,250	63,459	53,209	(8)
Other	36	n/a	n/a		780	0	0	0	

**CITY OF SWEET HOME
Quarterly Projections**

(Unaudited, non-GAAP, For projection purposes only)

**As of September 30, 2018
For the Fiscal Year Ended June 30, 2019**

	Year-to-Date			Notes	Budget		Projections		Notes
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD		Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	
Total Revenues	806,782	33%	9%		2,174,131	2,377,599	2,430,808	53,209	
Personnel Services	(103,596)	23%	23%		(332,759)	(445,031)	(445,031)	0	
Materials, Services & Capital	(83,535)	6%	-68%		(849,818)	(1,480,640)	(1,480,640)	0	
Debt	0	0%	n/a		(498,591)	(501,216)	(501,216)	0	
Total Expenditures	<u>(187,130)</u>	8%	-46%		<u>(1,681,168)</u>	<u>(2,426,887)</u>	<u>(2,426,887)</u>	0	
Net from Operations	619,652				492,964	(49,288)	3,921	53,209	
PW Wastewater									
User Fees	721,429	23%	25%		2,674,840	3,108,772	3,108,772	0	
Fees	7,461	26%	0%		24,703	13,500	29,104	15,604	(8)
Other	0	0%	n/a		0	2,000,000	2,000,000	0	
Total Revenues	<u>728,890</u>	14%	25%		<u>2,699,543</u>	<u>5,122,272</u>	<u>5,137,876</u>	<u>15,604</u>	
Personnel Services	(82,921)	27%	-25%		(405,733)	(307,014)	(307,014)	0	
Materials, Services & Capital	(274,924)	17%	21%		(825,207)	(1,578,285)	(1,578,285)	0	
Debt	(259,782)	30%	0%		(881,177)	(877,769)	(877,769)	0	
Total Expenditures	<u>(617,627)</u>	22%	3%		<u>(2,112,116)</u>	<u>(2,763,068)</u>	<u>(2,763,068)</u>	0	
Net from Operations	111,263				587,427	2,359,204	2,374,808	15,604	
PW Storm									
User Fees	15,656	25%	1%		61,951	61,962	61,962	0	
Fees	0	n/a	n/a		0	0	0	0	
Other	0	0%	n/a		0	1,616	1,616	0	
Total Revenues	<u>15,656</u>	25%	1%		<u>61,951</u>	<u>63,578</u>	<u>63,578</u>	<u>0</u>	
Personnel Services	(24,164)	38%	31%		(73,783)	(63,891)	(63,891)	0	
Materials, Services & Capital	0	0%	n/a		(4,490)	(61,930)	(61,930)	0	
Total Expenditures	<u>(24,164)</u>	19%	31%		<u>(78,273)</u>	<u>(125,821)</u>	<u>(125,821)</u>	0	
Net from Operations	(8,509)				(16,322)	(62,243)	(62,243)	0	
PW Streets									
Gas Tax	188,502	29%	102%		482,445	658,843	658,843	0	
Other	0	0%	-100%		180	13,479	13,479	0	
Total Revenues	<u>188,502</u>	28%	102%		<u>482,625</u>	<u>672,322</u>	<u>672,322</u>	<u>0</u>	
Personnel Services	(74,720)	20%	-6%		(299,110)	(379,776)	(379,776)	0	

**CITY OF SWEET HOME
Quarterly Projections**

(Unaudited, non-GAAP, For projection purposes only)

**As of September 30, 2018
For the Fiscal Year Ended June 30, 2019**

	Year-to-Date				Budget		Projections		
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD	Notes	Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	Notes
Materials, Services & Capital	(23,767)	3%	-48%		(115,468)	(894,100)	(894,100)	0	
Total Expenditures	<u>(98,487)</u>	8%	-21%		<u>(414,578)</u>	<u>(1,273,876)</u>	<u>(1,273,876)</u>	0	
Net from Operations	90,016				68,047	(601,554)	(601,554)	0	
Non-Departmental									
Property Taxes	23,591	3%	263%	(7)	636,835	672,294	690,743	18,449	
Fees	124,719	21%	76%		667,664	602,963	602,963	0	
Other	70,364	13%	37%		554,346	533,765	533,765	0	
Total Revenues	<u>218,674</u>	12%	70%		<u>1,858,846</u>	<u>1,809,022</u>	<u>1,827,471</u>	18,449	
Personnel Services	(34,645)	25%	125%		(61,436)	(140,903)	(140,903)	0	
Materials, Services & Capital	(289,546)	38%	-3%		(774,974)	(769,914)	(769,914)	0	
Total Expenditures	<u>(324,191)</u>	36%	4%		<u>(836,410)</u>	<u>(910,817)</u>	<u>(910,817)</u>	0	
Net from Operations	(105,517)				1,022,435	898,205	916,654	18,449	

Notes:

- (1) Timing difference resulted in less expenses in current year for Executive/Council than prior year.
- (2) Lower than anticipated passport applications/photos. No change to projected expenses.
- (3) Vacancy savings resulted in revised projection for Finance/Muni Court personnel expenses.
- (4) Timing difference of Springbrook payments resulted in lower expenses in current year. No change to projected expenses.
- (5) Increased projected Other Revenue due to increase in permits to-date.
- (6) Savings anticipated in CED personnel expenses due to filling of Assoc. Planner budgeted as Planning Svcs. Mgr.
- (7) Property tax revenue increases due to unanticipated receipt of tax money for Comcast settlement.
- (8) Increased fee revenue for water and wastewater due to increased connection fee revenue to-date.

Bank Reconciliation

Checks by Date

User: bneish
 Printed: 10/16/2018 - 9:15AM
 Cleared and Not Cleared Checks



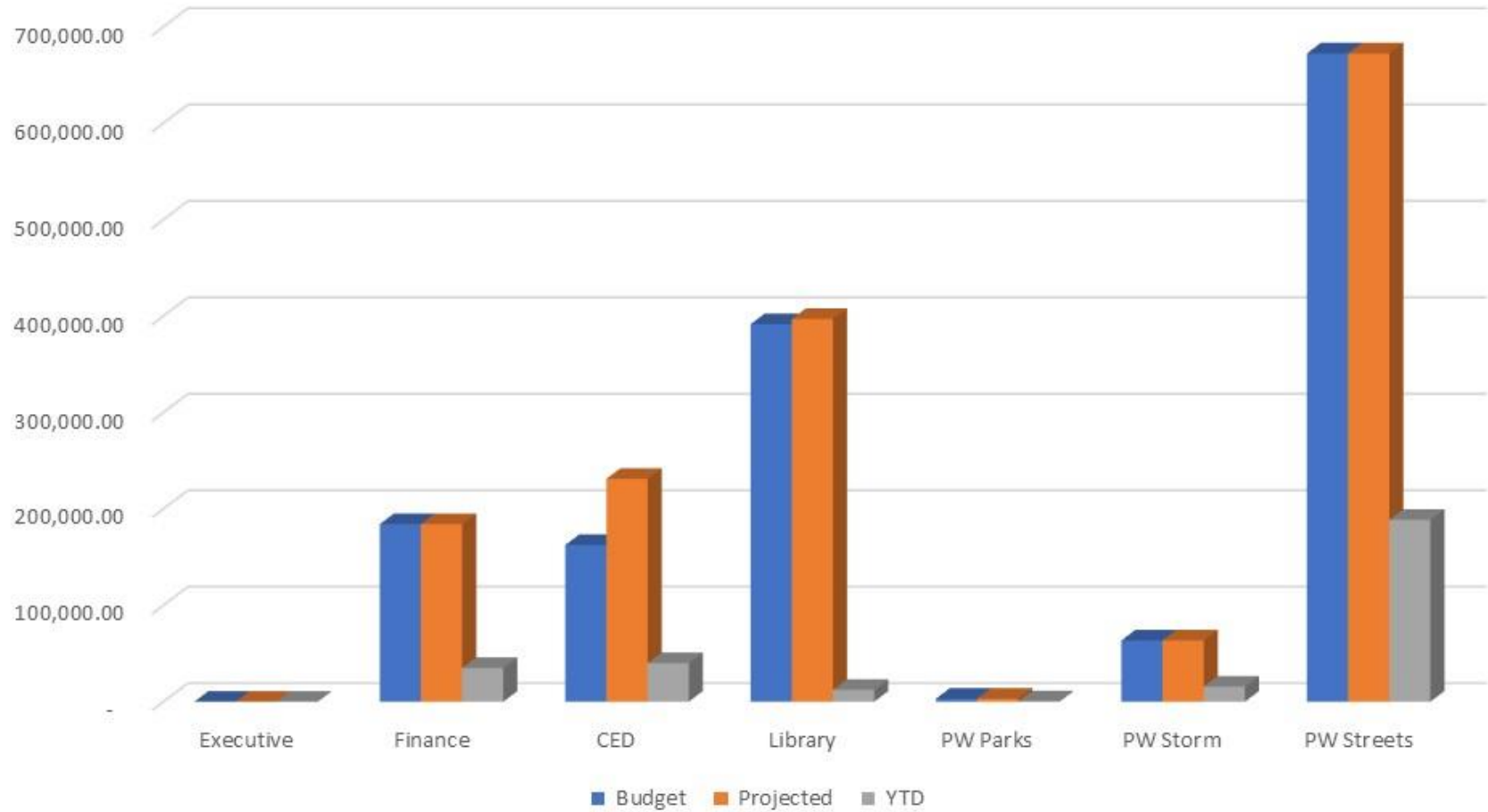
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/13/2018	FEDERAL PAYROLL TAXES		AP		21,735.55
0	9/13/2018	CHILD SUPPORT ACCOUNTING UN		AP		918.00
0	9/13/2018	SWEET HOME POLICE EMPLOYEE!		AP		1,200.00
0	9/13/2018	OREGON PAYROLL TAXES		AP		10,588.48
0	9/13/2018	Vantagepoint Trf. Agents 300619		AP		3,670.00
0	9/13/2018	EBS TRUST		AP		74,675.51
0	9/13/2018	PERS		AP		13,626.15
0	9/13/2018	MEDICARE		AP		7,890.77
0	9/13/2018	ASI-PAYROLL DEDUCTIONS		AP		120.00
0	9/13/2018	NATIONWIDE-PAYROLL DEDUCTIO		AP		1,900.00
0	9/13/2018	Vantagepoint Trf. Agents 705507		AP		458.33
0	9/13/2018	Vantagepoint Trf. Agents 108524/10904		AP		25,897.94
0	9/13/2018	HSA - PAYROLL DEDUCTIONS		AP		775.00
0	9/13/2018	AFLAC		AP		831.22
0	9/13/2018	FICA PAYROLL TAXES		AP		33,171.84
0	9/13/2018	FIRST INVESTORS - PAYROLL DED		AP		350.00
87725	9/13/2018	CREDITORS COLLECTION SERVI		AP		1,136.18
87726	9/13/2018	OREGON AFSCME COUNCIL 75		AP		732.38
87727	9/13/2018	STEELHEAD STRENGTH & FITNES		AP		717.40
87728	9/13/2018	SWEET HOME COMMUNITY FOUN		AP		155.00
87729	9/13/2018	UNITED WAY		AP		40.00
87730	9/14/2018	American Bank & Trust		AP		14,439.00
87731	9/14/2018	Leasing Specialists, LLC.		AP		400.00
87732	9/17/2018	KARI BECKNER		AP		125.91
87733	9/17/2018	BLACKSTONE PUBLISHING		AP		266.17
87734	9/17/2018	BRANDON GREGORY		AP		100.00
87735	9/17/2018	INGRAM LIBRARY SERVICES		AP		2,123.88
87736	9/17/2018	PATTY LARSEN		AP		35.22
87737	9/17/2018	DOUGLAS MILLS		AP		15.79
87738	9/17/2018	NATIONAL BUSINESS SOLUTIONS		AP		35.19
87739	9/17/2018	MAYZELL & JOHN TUCHARDT		AP		19.43
87740	9/17/2018	TWGW, INC. NAPA AUTO PARTS		AP		9.96
0	9/18/2018	ADVANCES		AP		13,300.00
0	9/18/2018	ASI-PAYROLL DEDUCTIONS		AP		11.25
0	9/18/2018	FEDERAL PAYROLL TAXES		AP		4,694.90
0	9/18/2018	OREGON PAYROLL TAXES		AP		2,660.00
87741	9/18/2018	911 SUPPLY		AP		503.92
87742	9/18/2018	ACCELA, INC. #774375		AP		4,029.50
87743	9/18/2018	AHA CONSULTING, INC.		AP		3,100.00
87744	9/18/2018	ARAMARK UNIFORM SERVICES		AP		478.80
87745	9/18/2018	BACKFLOW MANAGEMENT, INC.		AP		1,830.00
87746	9/18/2018	BENTLEY SYSTEMS, INC.		AP		207.75
87747	9/18/2018	BI-MART CORPORATION		AP		143.89
87748	9/18/2018	BULLARD LAW		AP		4,756.50
87749	9/18/2018	CH2M OM SERVICES		AP		88,439.17
87750	9/18/2018	CITY DELIVERY SERVICE		AP		18.95

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
87751	9/18/2018	Lynetta Corley		AP		29.48
87752	9/18/2018	DAILY JOURNAL OF COMMERCE		AP		832.60
87753	9/18/2018	BOB DALTON		AP		274.93
87754	9/18/2018	DAN DEE SALES		AP		560.90
87755	9/18/2018	DAY MANAGEMENT CORPORATIO		AP		3,835.00
87756	9/18/2018	CONNIE DEBUSSCHERE		AP		232.60
87757	9/18/2018	DEMCO		AP		314.75
87758	9/18/2018	FEENAUGHTY MACHINERY CO.		AP		332.04
87759	9/18/2018	FERGUSON WATERWORKS #3011 -		AP		2,456.00
87760	9/18/2018	GAME TIME		AP		6,475.98
87761	9/18/2018	GATEWAY IMPRINTS, INC.		AP		35.00
87762	9/18/2018	GLOCK PROFESSIONAL, INC.		AP		250.00
87763	9/18/2018	JAMES GOURLEY		AP		351.36
87764	9/18/2018	GOVERNMENT ETHICS COMMISSI		AP		570.14
87765	9/18/2018	HOME DEPOT CREDIT SERVICES		AP		1,482.44
87766	9/18/2018	HOY'S TRUE VALUE		AP		1,589.16
87767	9/18/2018	HUTCHINS WELDING AND REPAIR		AP		1,516.60
87768	9/18/2018	INDUSTRIAL WELDING SUPPLY, IN		AP		21.96
87769	9/18/2018	INTERTECH, INC.		AP		468.15
87770	9/18/2018	JOHN DEERE FINANCIAL		AP		590.85
87771	9/18/2018	KIP AMERICA, INC.		AP		480.00
87772	9/18/2018	LEAGUE OF OREGON CITIES		AP		75.00
87773	9/18/2018	LEBANON OREGONIAN		AP		300.00
87774	9/18/2018	LES SCHWAB WAREHOUSE CENTE		AP		1,244.08
87775	9/18/2018	LESTER SALES		AP		11.85
87776	9/18/2018	LEXIPOL, LLC		AP		3,562.00
87777	9/18/2018	LINN COUNTY MEDICAL EXAMINI		AP		3,600.00
87778	9/18/2018	METEREADERS, LLC		AP		1,973.16
87779	9/18/2018	Howland Mindi		AP		16.95
87780	9/18/2018	MOONLIGHT BPO, INC.		AP		2,183.05
87781	9/18/2018	NATIONAL BUSINESS SOLUTIONS		AP		29.63
87782	9/18/2018	NEW ERA		AP		1,006.82
87783	9/18/2018	ONE CALL CONCEPTS		AP		33.60
87784	9/18/2018	OREGON LIBRARY ASSOCIATION		AP		25.00
87785	9/18/2018	Oregon Recreation and Park		AP		460.00
87786	9/18/2018	O'REILLY AUTOMOTIVE, INC.		AP		28.01
87787	9/18/2018	OWEN EQUIPMENT COMPANY, INC		AP		2,374.00
87788	9/18/2018	PACWEST MACHINERY, LLC		AP		1,354.39
87789	9/18/2018	PEAK HEARING SYSTEMS, LLC		AP		25.00
87790	9/18/2018	PETROCARD		AP		3,175.20
87791	9/18/2018	RENEWABLE RESOURCE GROUP, I		AP		80.00
87792	9/18/2018	SCHOLASTIC LIBRARY		AP		156.00
87793	9/18/2018	SELECTEMP CORPORATION		AP		5,871.80
87794	9/18/2018	STAPLES ADVANTAGE		AP		324.02
87795	9/18/2018	SWEET HOME ROTARY		AP		634.92
87796	9/18/2018	THE REGISTER-GUARD		AP		301.60
87797	9/18/2018	TRAFFIC SAFETY SUPPLY CO., INC		AP		45.80
87798	9/18/2018	TWGW, INC. NAPA AUTO PARTS		AP		632.75
87799	9/18/2018	TYLER TECHNOLOGIES, INC.		AP		5,237.50
87800	9/18/2018	WELLS FARGO FINANCIAL LEASIN		AP		49.00
87801	9/18/2018	HOY'S TRUE VALUE		AP		13.48
87802	9/21/2018	ALBERTSONS / SAFEWAY		AP		46.50
87803	9/21/2018	AMERICAN LEGAL PUBLISHING C		AP		901.80
87804	9/21/2018	ANDERSON ENTERPRISES		AP		300.80
87805	9/21/2018	ARAMARK UNIFORM SERVICES		AP		102.00
87806	9/21/2018	DOLORES BROWNELL		AP		19.43

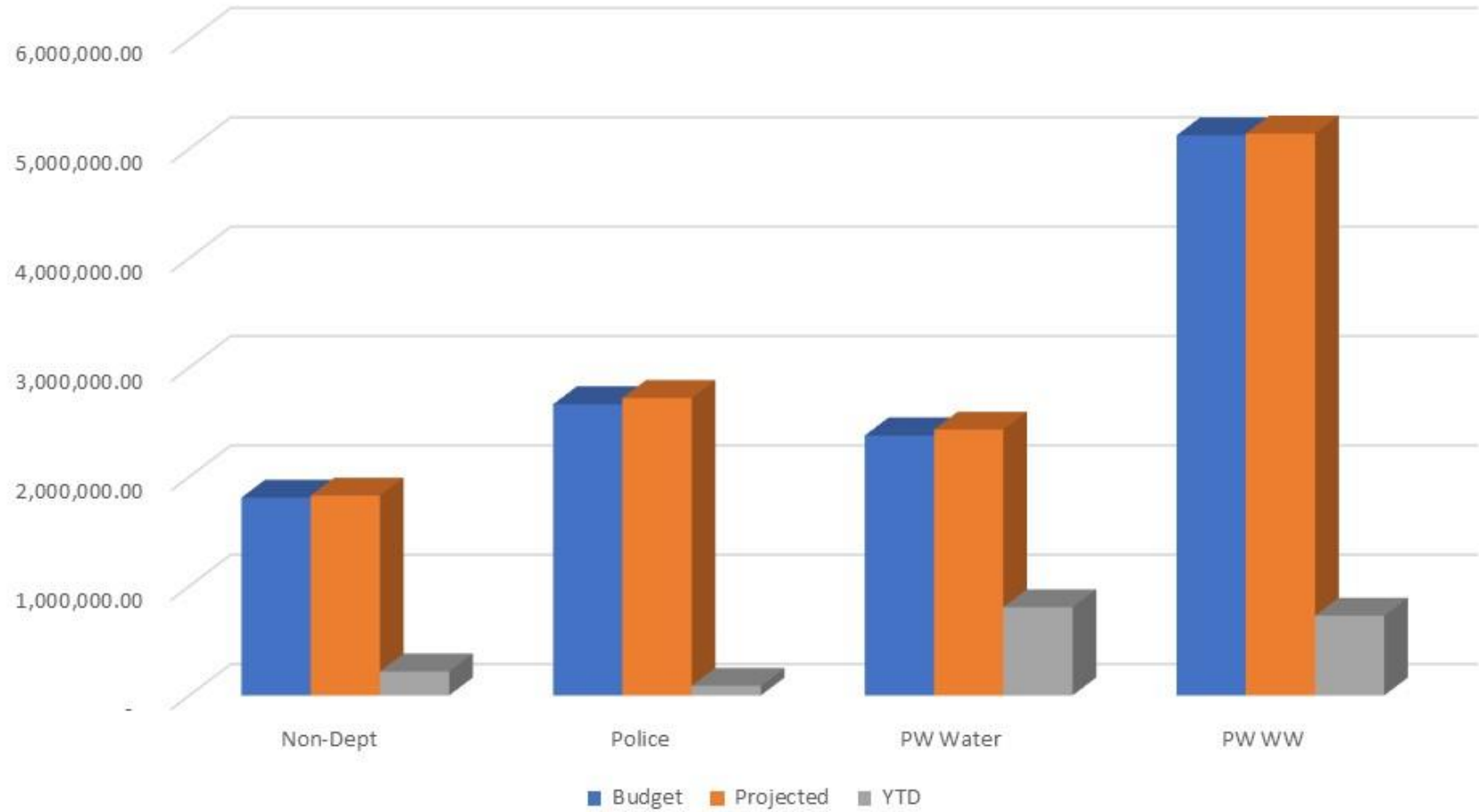
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87807	9/21/2018	BUCK'S SANITARY SERVICE, INC.		AP		348.00
87808	9/21/2018	BULLARD LAW		AP		913.50
87809	9/21/2018	ALLEN BUZZARD		AP		48.17
87810	9/21/2018	CASCADE COMPUTER MAINTENA		AP		3,154.00
87811	9/21/2018	CENTER POINT LARGE PRINT		AP		175.56
87812	9/21/2018	COMCAST		AP		1,553.44
87813	9/21/2018	DEMCO		AP		240.17
87814	9/21/2018	DOUGLAS GRAHAM		AP		18.89
87815	9/21/2018	Desi Housley		AP		40.00
87816	9/21/2018	GERALD HOWARD		AP		20.00
87817	9/21/2018	LES SCHWAB WAREHOUSE CENTE		AP		397.53
87818	9/21/2018	LIBERTY ROCK PRODUCTS, INC.		AP		474.39
87819	9/21/2018	LINN BENTON TRACTOR CO.		AP		23.01
87820	9/21/2018	LINN COUNTY RECORDER		AP		99.00
87821	9/21/2018	CHAYHOWA MCELHINNY		AP		35.00
87822	9/21/2018	MURRAYSMITH		AP		53,353.41
87823	9/21/2018	NEW ERA		AP		521.96
87824	9/21/2018	NORTHWEST NATURAL		AP		119.48
87825	9/21/2018	NW APPAREL & GRAPHICS		AP		232.00
87826	9/21/2018	O & M POINT S TIRE & AUTO SERV		AP		50.00
87827	9/21/2018	O'REILLY AUTOMOTIVE, INC.		AP		15.50
87828	9/21/2018	PACWEST MACHINERY, LLC		AP		635.79
87829	9/21/2018	ALEX PERKINS		AP		30.00
87830	9/21/2018	PETROCARD		AP		3,428.24
87831	9/21/2018	POLLARD WATER		AP		8.56
87832	9/21/2018	SAIF CORPORATION		AP		75.00
87833	9/21/2018	SANTIAM DISCOUNT VARIETY		AP		40.00
87834	9/21/2018	SELECTEMP CORPORATION		AP		2,072.40
87835	9/21/2018	SHAMROCK SUPPLY COMPANY, IN		AP		29.00
87836	9/21/2018	SIERRA SPRINGS		AP		49.13
87837	9/21/2018	Special Asphalt Products		AP		1,800.00
87838	9/21/2018	STAPLES ADVANTAGE		AP		432.72
87839	9/21/2018	SURE-CLEAN NORTHWEST, INC.		AP		169.00
87840	9/21/2018	SWEET HOME ELKS LODGE #1972		AP		135.00
87841	9/21/2018	TWGW, INC. NAPA AUTO PARTS		AP		462.57
87842	9/21/2018	VERIZON WIRELESS		AP		1,214.15
87843	9/21/2018	D. MACK WALLS		AP		160.00
87844	9/21/2018	WILCO		AP		354.17
87845	9/21/2018	WILDISH SAND & GRAVEL CO.		AP		176.49
87846	9/21/2018	Cody Wilson		AP		50.00
87847	9/21/2018	OREGON DEPT OF ENVIRONMENT		AP		259,782.00
87848	9/21/2018	SCOTT EDWARDS ARCHITECTURE		AP		15,313.50
87849	9/28/2018	American Bank & Trust		AP		13,496.00
87850	9/28/2018	COLDWELL BANKER BRANSON/A		AP		12.99
87851	9/28/2018	CENTURYLINK		AP		1,365.08
87852	9/28/2018	DEMCO		AP		723.86
87853	9/28/2018	Falcon Shoring Company		AP		2,869.68
87854	9/28/2018	JUNIOR LIBRARY GUILD		AP		198.30
87855	9/28/2018	LINN BENTON TRACTOR CO.		AP		6,890.00
87856	9/28/2018	LINN COUNTY PRINTING & SUPPL		AP		81.70
87857	9/28/2018	JAMES MEHN		AP		22.27
87858	9/28/2018	NATIONAL BUSINESS SOLUTIONS		AP		47.76
87859	9/28/2018	NEOFUNDS BY NEOPOST		AP		999.37
87860	9/28/2018	NEW ERA		AP		375.00
87861	9/28/2018	NORTHWEST NATURAL		AP		38.10
87862	9/28/2018	OREGON PERMIT TECHNICIANS A		AP		225.00

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87863	9/28/2018	SYNCB/AMAZON		AP		1,693.78
87864	9/28/2018	VALLEY FIRE CONTROL, INC.		AP		276.50
87865	9/28/2018	BRITTEN WESTOVER		AP		28.74
87866	9/28/2018	Thomas Robey		AP		131.91
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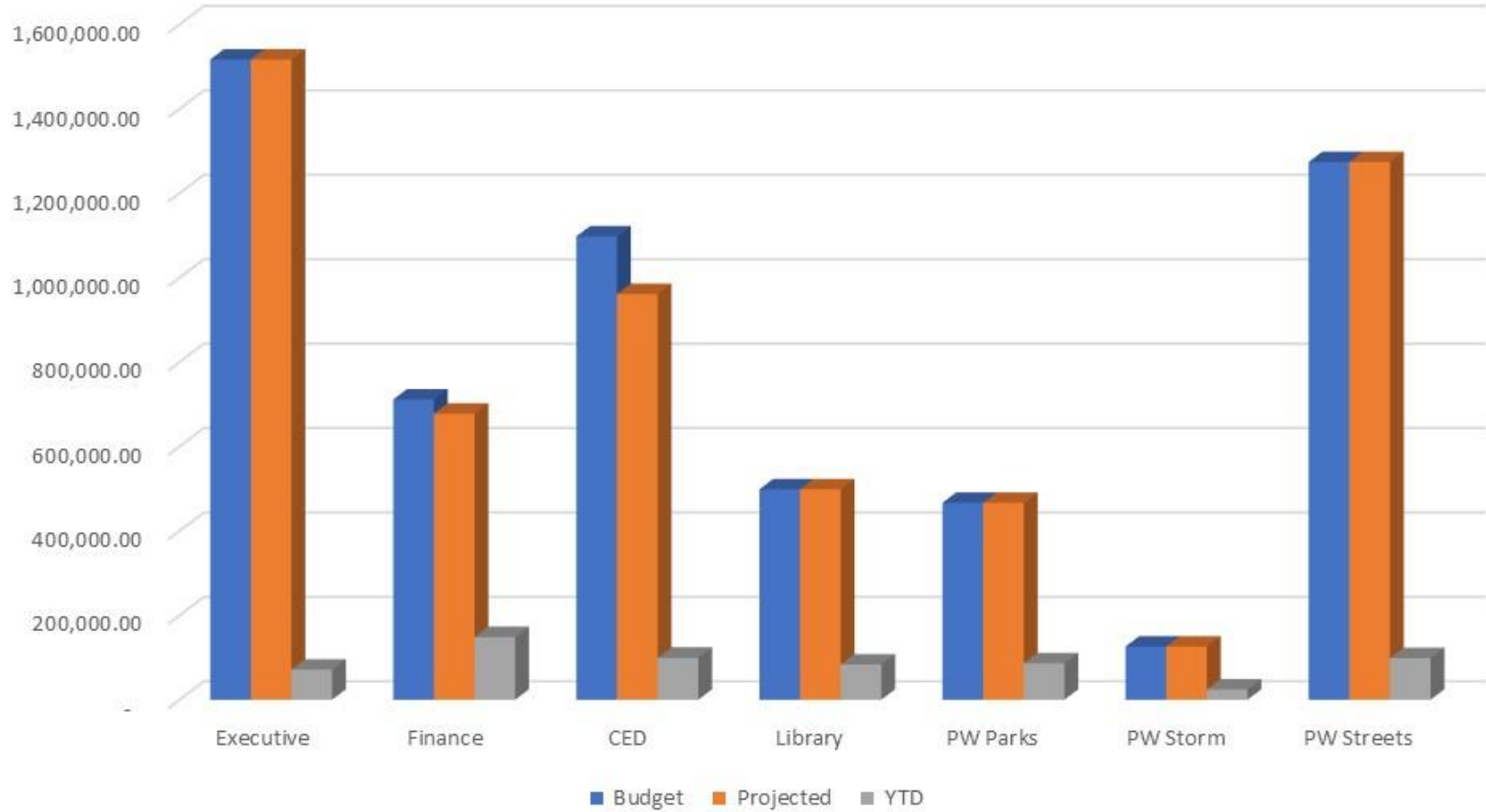
Revenues as of 9/30/2018



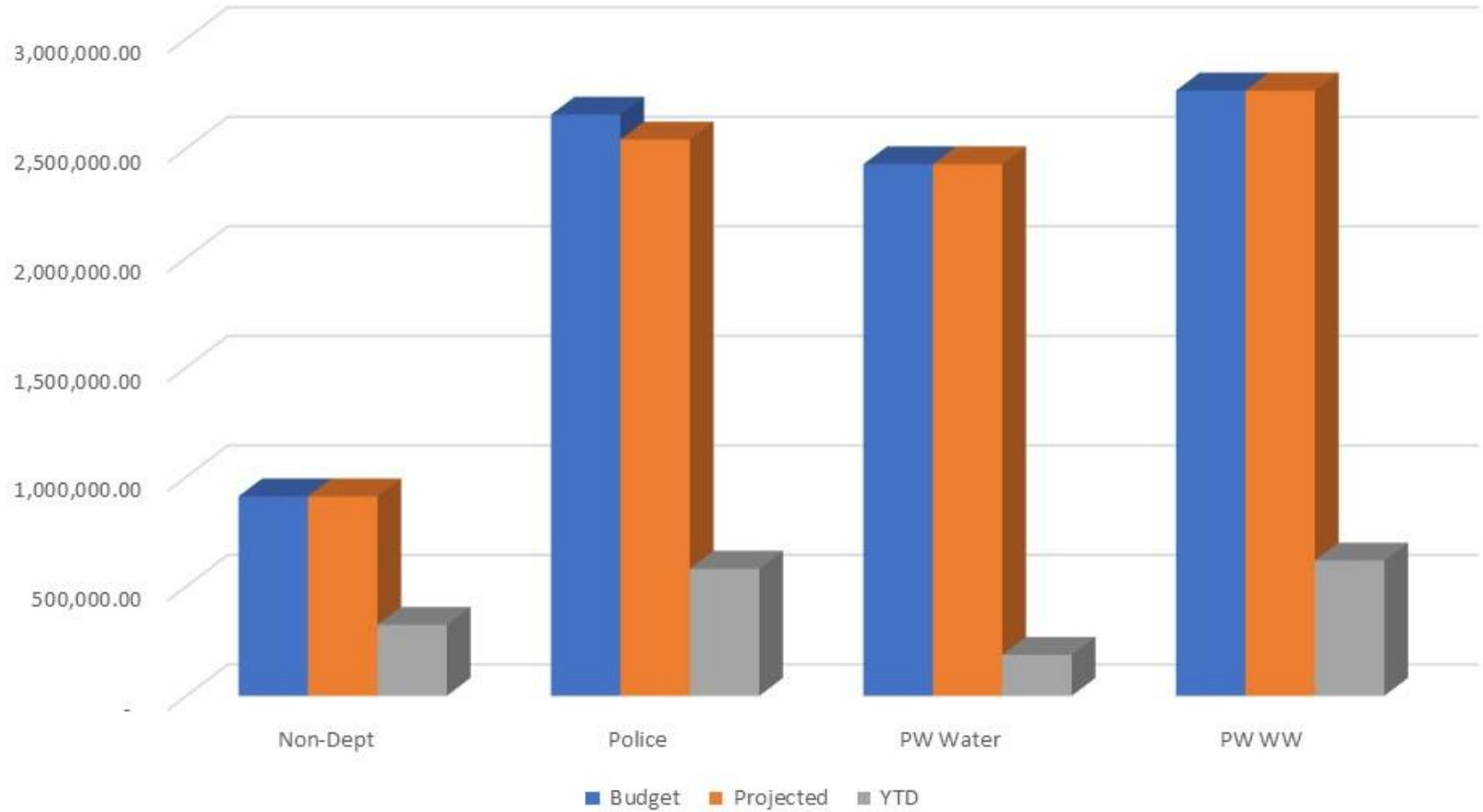
Revenues as of 9/30/2018



Expenses as of 9/30/2018



Expenses as of 9/30/2018





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

Sweet Home Public Library

September happenings at the Library!

Statistics

Patrons checked out 2,898 items and renewed 857 items.

Patrons placed 221 items on hold.

Staff issued 35 new library cards to patrons and 14 nonresident cards.

337 individuals signed on to use the computers in the library and printed 556 pages.

Resource sharing savings was \$2,886.23 in September.

Events

We launched a new online learning tool! Lynda.com.

Tuesday afternoon programs are back! We hosted Creature Teachers with their weird and wonderful critters. We had 120 children and adults attend this program. We also hosted Adam Miller who played the autoharp and sang songs about the history of the labor movement. We had 25 attend the program.

We will be hosting the New York Times bestselling author, Andra Watkins who wrote, "Not without My Father" on Friday, October 19 at 5pm. Traveling Lantern Theater will present a live performance of Pinocchio on Tuesday, October 18 at 4pm.

Respectfully submitted by - Rose Peda, Library Services Director
October, 2018

**QUARTERLY CIRCULATION STATISTICS
BY ITEM TYPE**

2018	July	August	September
Auto Manuals	0	0	0
Books on CD	115	95	96
Children's Board Books	138	115	122
Children's Easy Readers	346	248	238
Children's Fiction	501	403	228
Children's Graphic Novels	140	137	96
Children's NonFiction	283	182	222
Children's Picture Books	546	499	530
Children's Ready to Read	123	147	108
DVDs	833	766	533
Fiction	332	445	330
Magazines	44	51	32
Music CD	53	42	43
Mystery	299	324	246
New Fiction	207	167	136
New NonFiction	75	45	68
New Mystery	113	132	97
New Science Fiction	18	9	4
NonFiction	261	247	231
Northwest	23	12	18
Paperback General	15	6	21
Paperback Mystery	28	30	43
Paperback Romance	29	27	41
Paperback Westerns	4	17	10
Paperback Science Fiction	15	20	4
Science Fiction / Fantasy	61	41	30
Teen Fiction	134	125	95
Teen Graphic Novel	7	13	16
Teen NonFiction	3	5	1
Westerns	49	38	28
Ukuleles	8	1	3
TOTALS	4808	4384	3689

Library Advisory Board Minutes
September 13, 2018
Meeting Time 4:30pm

Present at the meeting were Eva Journey, Diane Gerson and Kevin Hill. By consensus, Charlene Adams's absence had been excused previously. Eva Journey's term expired and she did not vote on any items.

Rose reported that there was no month-end or year-end financial reports to review. On the August happenings the checkouts, holds, renewals, issuance of new library cards and printing remained the same as the previous month. Overall attendance at the 20 summer reading programs was 1,464 children and 439 adults. Children and teens read 2,095 hours over the summer. Rose provided an explanation of how the hours for reading were determined. The patron and circulation statistics were reviewed. Board members noted that circulation for some of the items were down for the month of August.

Upcoming programs at the library include Creature Teachers, New York Times bestselling author Andra Watkins, and Traveling Lantern will be performing Pinocchio.

Danielle Herb, Library School intern was introduced. She is attending online at Syracuse University for her Masters in Library Science and is interested in working at a rural public library. Danielle explained that she is doing two major projects for the library, Lynda.com and cataloging. Eva Journey asked what the job market was like; Danielle explained that it was very competitive.

Rose explained the issues surrounding the implementation of Lynda.com. Rose thanked the Board members for attending the meeting with Tim McQueary from the Oregon Community Foundation regarding the pop-up libraries. Rose completed the Siletz grant to purchase the starter set of VOX books.

All the carpets including the carpets in the back storage room will be cleaned. The height of the exhaust fan housing unit required a special order and as such the fan has not been reinstalled. Rose explained that the ducts in the library need to be cleaned for the exhaust fans to work better.

Rose reported that there the City will be having an all staff training. The Children's Services Division with OLA will be having the performer's showcase in Salem at the end of September.

LibData is working with Jamex for the public access printing. This should wrap-up the funds for the Trust Management Grant.

The library will be hosting the ABC House child abuse training, and the OHSU Eye Clinic for preschoolers in October.

Diane Gerson asked if we will be having an evaluation of the Summer Reading programs and what went well and what didn't. Rose will provide the cost for design, printing and advertising for the summer reading programs.

Add to next meeting's discussions to excuse Don Hopkin's absence.

Statistics for July, 2018		Statistics for August, 2018		Statistics for September, 2018	
PATRON ACTIVITY		PATRON ACTIVITY		PATRON ACTIVITY	
OPAC Logins	232	OPAC Logins	255	OPAC Logins	220
SIP2 Logins	370	SIP2 Logins	333	SIP2 Logins	362
CIRCULATION AND RENEWALS		CIRCULATION AND RENEWALS		CIRCULATION AND RENEWALS	
Checkouts	3898	Checkouts	3469	Checkouts	2898
Renewals by Staff	761	Renewals by Staff	781	Renewals by Staff	688
Renewals by OPAC	149	Renewals by OPAC	134	Renewals by OPAC	169
HOLDS REQUESTED		HOLDS REQUESTED		HOLDS REQUESTED	
Holds by Staff	96	Holds by Staff	177	Holds by Staff	98
Holds by OPAC	139	Holds by OPAC	166	Holds by OPAC	123
ACTIVE PATRONS	2528	ACTIVE PATRONS	2484	ACTIVE PATRONS	2484
NEW PATRONS		NEW PATRONS		NEW PATRONS	
Resident	41	Resident	36	Resident	35
NonResident	18	NonResident	3	NonResident	14
ITEM COUNTS		ITEM COUNTS		ITEM COUNTS	
	36208		36126		36182
PUBLIC ACCESS COMPUTERS		PUBLIC ACCESS COMPUTERS		PUBLIC ACCESS COMPUTERS	
Logins this month	440	Logins this month	429	Logins this month	337
Pages printed	676	Pages printed	782	Pages printed	556
Resource Sharing Savings	\$2,818	Resource Sharing Savings	\$3,267	Resource Sharing Savings	\$2,886



	09/30/2018	09/30/2017	% Change
Call Volume:	2018-7373	2017-7615	-3.28%
CAD Calls:	13886	13659	1.63%
ONIBR Person Crimes	117	99	15.38%
ONIBR Person Crimes Cleared:	83	73	12.05%
ONIBR Property Crimes:	485	481	0.82%
ONIBR Property Crimes Cleared:	181	160	11.60%

Trends:

Currently the Department has two vacant Police Officer positions that we are in the process of filling. Based on the current state of the background investigations that are underway, we anticipate having two individuals hired and on board by the middle of November, if not sooner. Those two hires would bring the Department up to full staff. However, one of our Officers will more than likely be accepting a job offer from the Oregon State Police. Our hope is that the current applicant pool will be enough to fill that vacancy if/when it occurs.

So far during 2018 there has been a noticeable increase in the Unlawful Entry into Motor Vehicle (UEMV) crimes (car prowls). Over that past handful of years, the City has averaged approximately 65 UEMV's. This year we are currently over 100. As Officer Cummings mentioned to Council previously, he has developed a plan to respond to these calls. The plan calls for public education, "hot spot" policing, and other investigative strategies. The effectiveness of the strategies will be reviewed regularly with the hope of determine what has and has not worked, with adjustments to me made form there.

During the first part of November, we will be hosting a one-day Citizens Academy. A typical citizens academy last anywhere from 8 to 10 weeks, one night a week for approximately 2 hours. The last several attempts to host one within our community resulted in low turnout and interest. Our hope is that a one-day, 6-hour, commitment will be more enticing for community members to attend and learn about our Department. More information will be out shortly.

Person Crimes are defined as:

	September 2018	September 2017
Assault	1	2
Child Neglect	0	3
Criminal Homicide	0	0
Custodial Interference	0	0
Elder Abuse	0	0
Harassment	3	3
Menacing	0	0
Other Sex Offense	0	0
Rape	1	0
Violation Restraining Order	1	0

Property Crimes are defined as:

	September 2018	September 2017
Arson	0	1
Burglary	3	5
Criminal Mischief	12	12
Forgery	1	5
Fraud	4	2
Motor Vehicle Theft	2	1
Reckless Burning	0	0
Robbery	0	0
Theft	32	31

MINUTES

SH Capitol Christmas Tree Committee

October 2, 2018 / 10 am

In Attendance

Susan Coleman, MacKenzie Thomas, Jennifer Anderson, Kellie Kem, Ken Collins, Lance Gatchell, Joyce Ohnesorge, Miriam Swanson, Michelle Carter, Patty Holk, Brian Womack, Dominic Valloni, Greg Springman, Kevin Makinson, Scott Gagner, Diane Gerson

Approval of Minutes

Committee Reports

- Review of Task list/Time Line
Items worth noting: Dominic Valloni will head up moving stage from B & G Club to HS Gym , Patty Holk will step in as Merchandise Vendor Organizer, Jennifer Anderson will contact a nursery regarding potted greenery to hide high school garbage dumpster area, Scott Gagner will work with Brittany at Sunshine Industries in regards to event clean-up. RFP will need to be written up for them, which City of Sweet Home will look into. Clean up stage and table return to B & G Club for their fall auction. It was suggested that maybe this happen on Friday night rather than on Saturday morning.
- Finances
We are in “good standing”. Two outstanding possible donations from Comcast and County Commissioners. Total Income to date \$22, 617.46, Actual Expenditures to date: \$14, 885.38, estimated amount was \$36,430.00
- Street Fair/Celebration Event
Patty Holk stepped in as Vendor Coordinator. Encourage people to get parade applications submitted, as well as vendor apps. Discussion of lighting placement and avoiding too much noise disturbance for stage area. We are in need of a Logging Exhibition coordinator (someone to direct people for set up etc).
- Community Decorations
Wreaths: Lights have not yet been delivered to BiMart, but as soon as they are delivered, work will begin with PEO and Rotary club to help with refurbishment and lighting. It was decided that decorations would be lit for the Capitol Christmas Tree Event, but not lit again til December.
- Marketing/Press Release
Posters were presented – Miriam Swanson will work with individuals on distribution within Linn County. Press Releases & Social Media campaigns are being ramped up for promotion of the event. Miriam will email PDF's & jpg's of poster for additional distribution.

- SH Ranger District

There is one more ornament making event (Harvest Festival). Tree Cutting scheduled for November 2. There will be limited viewing for this, but larger gathering will happen at River Bend County Park on that same day. A media announcement will be made. Ornament search has concluded, winner of the Washington DC trip will be chosen today, and announced on Friday, October 5. Essay Contest for children, one will be chose to help with lighting of tree. The actual date of tree lighting is still to be determined Dec. 4th, 5th or 6th is proposed.

Announcements Next Meeting Date

Next meeting scheduled for October 16 10 am – Chamber of Commerce