



CITY OF SILETZ

AGENDA

Meeting: City Council
Date: Monday, November 13, 2023
Time: 6:00 PM
Location: Council Chambers, City Hall

1. Pledge of Allegiance
2. Call Meeting to Order and Establish a Quorum
3. Approve Minutes- City Council Special Meeting 11-2-23, City Council Work Session Minutes 10-23-23; City Council Regular Minutes 10-23-23; City Council Work Session Minutes 10-19-23
4. Accounts Payable- November 7, 2023, Financial Reports-October 31, 2023
5. Special Orders
 - Homelessness Strategic Plan- CEO Ernest Stephens of Morant McLeod
https://drive.google.com/file/d/1eIXHGdLmELDe-CDSTU3_VytAS20KWuDm/view
6. Reports of Officers, Boards, or Standing Committees
Parks, Library, Fire Department, County Sheriff's Office (LCSO), Homeless Advisory.
Staff Report
7. Public Comments
8. Unfinished Business
 - A. Municipal Court Judge Appointment
 - B. Fire Station Land Use Request - Siletz Fire District Fire Chief David Lapof
 - C. Employee Handbook
9. New Business
None
10. Correspondence
11. Council Comments
12. Adjournment

MINUTES

Siletz City Council
Work Session
Thursday, October 19, 2023, 5:00 PM
Siletz City Hall

Present: Mayor Worman, T. Retasket, J. Whitehead, and W. Smith arrived late.

Absent- Excused: S. Trachsel

Staff: City Recorder B. Chestler, Public Works Lead D. Viar, Billing Asst. S. Selsic, Admin Asst. M. Goodell

1. Call Meeting to Order and Establish a Quorum.

Mayor Worman called the meeting to order and established a quorum.

2. Drinking Water Rate Study – RCAC Jason Carman and Dessa Wells

Jason Carman and Dessa Wells from Rural Community Assistance Corporation (RCAC) came before the council to give a brief utility rate overview, give a current rate performance report, and give a PowerPoint presentation of three rate alternatives and to gather feedback. They offered what basic rates do:

- Provide fair equitable rates
- Collect for the true cost of service
- Fair distribution of cost across customer classes
- Provide sustainability and promote economic development
- Provide a 5-year plan

RCAC offered the Siletz drinking water customer class data: In-city residential customers are 463, out-of-city residential customers are 32, Tribal customers are 205, commercial customers are 9, and the school serves 2 meters, for a total of 712 customers. Discussed was placeholder accounts. Given was the current rate performance. Discussed was affordability, 1.10% of water rates are considered affordable up to 2.25% of median income. RCAC reported that they developed the city's assets inventory and have a list of everything that the water plant is made up of. Replacement has been added; this has to be included in the rates so we can work on replacing assets. Discussed were base rates: they should cover fixed expenses that the system must pay regardless of delivering water to customers and usage rates should cover variable expenses associated with delivering water to customers. Three alternatives to establish customer rates were given.

Rate Alternative 1:

In this alternative, customer classes have been established using the current billing system structure. The base rates are set to recover fixed expenses that the water system incurs. They are distributed fairly and equitably across customer classes. Implementing American Water Works (AWWA) Principals of Water Rates recommendations for establishing meter size ratios for the base rate. For the outside-city residential customers, a 1.5 multiplier has been added in accordance with the AWWA differential approach to establish rates for outside-city customers to recover the cost of supplying services and maintenance associated with the demand of serving customers outside the city limits.

Rate Alternative 2:

In this rate alternative, the base rate associated with CTSI, and the mobile home park has been converted to reflect these connections as wholesale customers since they purchase water for resale to their customers. They will only be charged for the city's meter connection, not the connections on the CTSI or mobile home park distribution lines, meaning that the current billing structure will need to be revised for this alternative.

Rate Alternative 3:

Allows the city to work more progressively toward full-cost pricing for providing water service, the water allotment of 1000 gallons has been removed from the base rate. The current billing structure can be utilized for this alternative.

They concluded by stating that all three drinking water rates will produce revenue that will sufficiently cover the cost of providing drinking water service to its customers including debt service, while setting operating, emergency, and capital improvement reserves. Each alternative is under 2.5% affordability factor that the AWWA suggests as affordable. Each alternative suggests fairness and equability across the customer classes while promoting conservation.

3. Adjournment

Retasket moved to adjourn the meeting at 6:30 PM.

Mayor Worman adjourned the meeting at 6:30 PM.

Mayor Will Worman

ATTEST:

Recording Secretary Makenzee Goodell

Siletz City Council
Work Session
Monday, October 23, 2023, 5:30 PM
Siletz City Hall

Present: Mayor Worman, T. Retasket, W. Smith, S. Trachsel, J. Whitehead
Staff: City Recorder B. Chestler

1. Call Meeting to Order and Establish a Quorum

Mayor Worman called the meeting to order and established a quorum.

2. City Employee Benefits Package- CIS Health- Dental and Vision

Council had discussion on whether or not the city should change the employee benefits package. Mayor Worman stated that at the League of Oregon Cities conference he was able to gather information on what other cities are doing regarding this issue. He stated most other small cities are also paying for the employees and dependents. Mayor Worman stated that he worries that the city pays low already and changing benefits might make the city lose employees.

Retasket stated that she strongly opposes paying dependent benefits and would rather see the money go to salaries, bonuses, and things that benefit the employees themselves. She feels information on employee benefits in the employee handbook, less is best in case of future changes to benefits.

Council discussed how everyone feels about changing the employee benefits. The majority of the council opposes changing what the city is currently offering for employee benefits.

3. Adjournment

Retasket moved to adjourn the meeting at 5:55 PM.

Mayor Worman adjourned the meeting at 5:55 PM.

Mayor Will Worman

ATTEST:

Recording Secretary Makenzee Goodell

Siletz City Council
Regular Meeting
Monday, October 23, 2023, 6:00 PM
Siletz City Hall

Present: Mayor Worman, T. Retasket, W. Smith, S. Trachsel, J. Whitehead
Staff: City Recorder B. Chestler, Public Works Lead D. Viar

1. Pledge of Allegiance

Mayor Worman led the Pledge of Allegiance.

2. Call Meeting to Order and Establish a Quorum

Mayor Worman called the meeting to order and established a quorum.

3. Approve Minutes: Regular Meeting Minutes 9-25-23

Motion 1: Trachsel moved to approve the minutes of the Regular Meeting on September 25, 2023, as submitted. Retasket seconded the motion.

Mayor Worman declared it was moved and seconded and called for discussion. There was none.

Vote: Motion 1 passed.
Ayes: 3 were in favor.
Councilor Retasket abstained.

4. Accounts Payable- Financial Report October 23, 2023

Retasket stated that she reviewed the accounts payable and recommended approval.

Motion 2: Retasket moved to approve the accounts payable as presented. Trachsel seconded the motion.

Mayor Worman declared it was moved and seconded and called for discussion. There was none.

Vote: Motion 2 passed.
Ayes: All were in favor.

5. Special Orders

- City County Insurance Services – Alycia Johnson

Alycia Johnson, from Assured Partners out of Forest Grove, introduced herself to the Council.

She reported that in April 2023 she toured all the city-owned facilities with the now-retired Public Works Superintendent and went through all of the insurance provisions with the city recorder as well. She stated that they have a formal process that they do when they bring on a new city to work with them and it takes about 3 years. Johnson explained that the CIS Trust is all-inclusive, it covers legal, risk management, claims, and a team with account management. She stated the main area where they can help cities is to go through a risk mitigation plan.

Mayor Worman explained that CTSI has requested that we cross-train their employees at the city's water and sewer plant, and he asked if there would be liability issues for the city to consider before allowing this.

Johnson explained that typically the city would ask for a certificate of insurance from CTSI.

She reported to council that every 3 years CIS has a best practice survey, CIS comes out and asks about 100 questions in all different areas, and as long as the city scores above 93%, the city would qualify for 3-5% off of the program.

6. Reports of Officers, Boards, or Standing Committees

- Parks

Councilor Retasket reported that the next big event for the city is Trunk on Treat on October 31st from 4:00-7:00 PM on Bensell ST. After that the next event is Christmas Craft Day on November 11th from 1:00-3:00 PM at the Siletz Grange, they are inviting different groups to sponsor a table to bring supplies for crafting projects. The Christmas Tree lighting is on Saturday, December 2nd. Mayor Worman reported that John Miller has a large tree for the city. Discussed was putting Christmas lights on the gazebo now that it is fixed. Retasket stated that she will be doing the final report on the golf cart purchase and the sounds of the city grant application to CTSI and will get a copy to the city recorder. She also reported that she will be putting in another charitable contribution request for a tree for the park.

Mayor Worman reported that the city purchased movie equipment. He stated there has been a discussion of building a permanent screen on the back side of the baseball field. He also reported that he will be playing a movie inside of city hall during the Trunk or Treat event for the community to watch. Licensing issues for showing movies was discussed.

Retasket reported that the Parks Committee was going to pull out the Christmas decorations to see what the city has and what is still working.

- Library

A representative of the Siletz Library reported that Swank Movie Licensing company does offer outdoor movie licenses. She stated that the library is going to be participating in the school's Trick or Treat parade and the Trunk or Treat event. Also reported was that the library has picked their book for Lincoln County Reads, As the Condor Soars is the book. She stated that the Lincoln County Library District is in

the process of joining together the Chinook Library network with the Newport Library, Driftwood Library, and the Tillamook Library.

- Fire Department

Fire Chief Dave Lapof reported that the Fire Department received a FEMA Grant to add an employee to the Fire Department. The seasonal program at the Fire Department ended on October 31st. He stated that they will be participating in the school trick-or-treat parade and the Trunk or Treat event. Lastly, he said the volunteer association wants to put together a tree-lighting parade next year.

- County Sheriff's Office (LCSO)

An Officer from LCSO reported to the council that LCSO would be involved in the Trunk or Treat event and the school's Trick or Treat parade.

Mayor Worman reported that he met with Sheriff Landers and Lieutenant Vertner last week and talked about general policing and some ideas on how they can help the city with the homeless ordinance and came to some good expectations. Decided was to put together a one-pager with information on where people can go for overnight shelter with other resources that might be helpful. He stated city staff will hand out the one-pager to people who are camping in places they shouldn't be.

The Fire Chief reported that there have been a lot of requests for address markers since people have been taking them out of yards.

- Lincoln County Homeless Advisory Committee

Councilor Trachsel reported that the last homeless advisory meeting was several weeks ago. She stated that they had a presentation from the consultant that recommended what should be presented to the cities going forward. Trachsel reported that the County administrator and the consultant will be here in November to present the full plan. Lastly, she reported that a lot is going on with the shelters in Newport and Lincoln City.

- Staff Report

Mayor Worman reported that he, Recorder Chestler, and Councilor Trachsel went to the League of Oregon Cities Conference last week. He stated that they learned some pieces about gaining funds for some of the city projects. Mayor Worman described the homeless compounds built in Eugene for the houseless community that he was able to visit. Lastly, he reported that the City Recorder Chestler won the Herman Kehrl Award at the conference, and he thanked her for all she does for the city.

City Recorder Chestler reported that she and Admin staff Goodell attended the Oregon Association of Court Administrators Conference in Newport on October 15-17th. She reported that they learned a lot of valuable information about reestablishing the city's municipal court. She stated we are in the process of getting LEDS, which is a program to look up court cases. Lastly, she reported that she attended the

League of Oregon Cities Conference and learned a lot of information from the classes she attended while there.

Public Works Lead D. Viar gave his staff report: 1.) Public Works now has a full staff and they are in the process of getting them trained. 2.) Pulled #1 water pump at WWTP to clean and inspect for preparation for basin start-up. 3.) Fixed a post-injection chlorine at the water plant. 4.) Picked up garbage at Old Mill Park. 5.) Pressure washed and painted the parking stops at City Hall. 6.) Installed 'No Overnight Parking' at Old Mill Park upper lot. 7.) Ordered and installed a new BOD incubator at the WWTP to meet the requirements of the new NPDES permit. 8.) Ordered and received 900 gallons of alum. 9.) Started digging meters for USEPA-required lead and copper service line inventory. 10.) Test ran 4" pump to make sure it's ready for emergency use this winter. 11.) Scraped Hee Hee boat ramp and trimmed briar bushes. 12.) Filled potholes on Darcy Ave and at the WWTP. 12.) Hired a contractor to come and take out 14 dangerous trees at Hee Hee Park, they are going to grind the trees up as well.

Mayor Worman asked if the tree cutters looked at The Log Park to see if any needed cut-down. D. Viar reported that 18 trees will need to be taken down at The Log and he got a verbal estimate of around \$9,000.00.

7. Public Comments

None.

8. Unfinished Business

- A. Resolution 719-23 A Resolution in Support of Establishing a Continuum of Care for the Linn, Benton, and Lincoln Counties Region and Registering with the United States Department of Housing and Urban Development in 2024

Motion 3: Trachsel made a motion to read Resolution 719-23 A Resolution in Support of Establishing a Continuum of Care for the Linn, Benton, and Lincoln Counties Region and Registering with the United States Department of Housing and Urban Development in 2024 by title only. Whitehead seconded the motion.

Mayor Worman declared it was moved and seconded and called for discussion. There was none.

Vote: Motion 3 passed.

Ayes: All were in favor.

Mayor Worman read Resolution 719-23 A Resolution in Support of Establishing a Continuum of Care for the Linn, Benton, and Lincoln Counties Region and Registering with the United States Department of Housing and Urban Development in 2024 into the record by title only.

Motion 4: Trachsel moved to approve Resolution 719-23 as submitted. Whitehead seconded the motion.

Mayor Worman declared it was moved and seconded and called for discussion. There was none.

Vote: Motion 4 passed.

Ayes: All were in favor.

B. RCAC- Rate Study

Mayor Worman stated that RCAC came to the city with three alternative rate changes. He said that the council will have to go over each scenario in a future work session meeting to see what would be best. Discussed was how it was going to take another year before the wastewater rate study is completed. Mayor Worman reported that CTSI and the city are working together on agreements and only waiting for the rates to move forward.

C. Second Reading and Public Hearing- Ordinance 206-23- An Ordinance Amending Title 17 Zoning Code Section 17.16.050 of the City of Siletz Municipal Code

City Planner Kevin Cronin addressed the City Council and stated that all the changes to the ordinance the city staff were directed to make have been done.

Motion 5: Trachsel moved to read Ordinance 206-23- An Ordinance Amending Title 17 Zoning Code Section 17.16.050 of the City of Siletz Municipal Code by title only. Whitehead seconded the motion.

Mayor Worman declared it was moved and seconded and called for discussion. There was none.

Vote: Motion 5 passed.

Ayes: All were in favor.

Mayor Worman read Ordinance 206-23- An Ordinance Amending Title 17 Zoning Code Section 17.16.050 of the City of Siletz Municipal Code into the record by title only.

Councilor Retasket stated that she does not agree with the rest of the council on excluding RVs/Travel trailers from being ADUs. She believes that if they are hooked up to city services they are as reasonably accommodating as other ADUs.

Council discussed getting more information on other cities and what they are doing regarding RVs and possibly making some revisions to the ordinance within the next year.

Mayor Worman stated that the city would have to be very careful with wording if RVs were allowed as ADUs because it could potentially open a lot of issues. Discussed was to take time and have a work session in the future to discuss the rules and what would work within the city for allowing RVs as ADUs.

Motion 6: Trachsel moved to approve Ordinance 206-23- An Ordinance Amending Title 17 Zoning Code Section 17.16.050 of the City of Siletz Municipal Code as written. Whitehead seconded the motion.

Mayor Worman declared it was moved and seconded and called for discussion. Councilor Retasket thanked the council for the willingness to relook at this ordinance a year from now because of the housing crisis.

Vote: Motion 6 passed.

Ayes: 3 were in favor, 1 opposed.

A. Employee Health/Vision/Dental- Benefits

This was discussed in the work session. Nothing changes.

9. New Business

A. Resolution – Annexation of Oaks Flats

Mayor Worman stated that this annexation was brought up to him in a heated discussion with someone who lives in Oaks Flats asking why the city wants to annex Oaks Flats. Mayor Worman made it clear that this is not something that the city is asking for, it is the Tribe that is requesting the annexation. He reported that the Tribal Council passed a resolution asking the city to annex Oaks Flats. He stated that is something the city is open to, but he is waiting to hear more from the Tribe.

B. Introduction- Ordinance 207-23- An Ordinance Establishing Title 7 Traffic Regulations to the City of Siletz Municipal Code

Councilor Retasket stated that the city golf cart has to go up on the sidewalks sometimes for watering and wants to make sure that this Ordinance doesn't cause problems for Parks and Rec when watering flowers. Discussed was that many people in town have golf carts that they ride around town, some are street-legal, and some are not. She stated that the city should support electric vehicles within the community.

Mayor Worman stated that council should go over this draft ordinance and come back to it at the November 27th meeting to discuss it further.

C. Municipal Court Judge RFP Submitted Proposals

- Arnold Poole

Council discussed interview times for Mr. Poole. The set date was for 5:30 PM November 2nd or November 7th and to have two representatives there.

10. Correspondence

- Ron and Pattie Jarett- Nuisance Property

Mayor Worman read the complaint letter into the record from Ron and Pattie Jarret regarding their neighbors having 10-12 people living in a trailer. Mayor Worman explained that this is the second complaint we have received regarding these residents. Discussed was to set up a meeting with the city code enforcement officer to see what can be done about this property.

- Lincoln County Library District Resolution

Mayor Worman read Resolution 2023-9.1 Thanking the City of Siletz for Their Financial Donation To The Lincoln County Library District into the record.

11. Council Comments

Smith: Stated that he will be gone for a week starting December 4th for knee surgery.

Trachsel: Stated that she was able to acquire a few free safety vests from Coastal Character for either public works or parks and rec to use. She described the Agate Beach project that she toured. Lastly, she stated that she got some books and documents from the League of Oregon Cities Conference on how to apply for funding and is looking forward to utilizing the information.

Retasket: Stated that she will be out of the country from November 23rd- December 11th.

Mayor Worman: Stated that during the League of Oregon Cities conference he got information on playgrounds. He also brought back flyers for electronic speed signs for potentially putting more of the speed signs around the city. Lastly, he reported that he received an email from Representative Gomberg stating that he has a group of 40 people he wants to bring and tour the City's Water and Sewer Plants to show why Siletz needs funding to improve the plants.

Whitehead: Nothing new to add.

12. Adjournment

Retasket moved to adjourn the meeting at 7:40.

There being no further business to come before the council, Mayor Worman adjourned the meeting at 7:40 PM.

Mayor Will Worman

ATTEST:

Recording Secretary Makenzee Goodell

Siletz City Siletz
Special Meeting
Thursday, November 2, 2023, 5:30 PM
Siletz City Hall

Present: Mayor Worman, S. Trachsel
Absent-Excused: T. Retasket, W. Smith, J. Whitehead
Staff: City Recorder B. Chestler

1. Call Meeting to Order and Establish a Quorum

Mayor Worman declared the meeting was canceled due to a lack of quorum.

2. Interview for Siletz Municipal Court Judge

- Arnold Poole

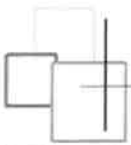
3. Adjournment

Mayor Will Worman

ATTEST:

Recording Secretary Makenzee Goodell

Accounts Payable-Financial Report



Banking Activity

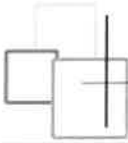
Reference	Period	Amount	Vendor	Notes
1st Security Bank				
7001424544 - Main				
Check				
Reference Number: 17300 ACCT#: A117UI5UJZ9GRZ	2023-2024 - November	\$1,308.61		
Reference Number: 17301 Invoice - 161989: 162146	2023-2024 - November	\$670.00	Amazon Capital Services	
Reference Number: 17302 ACCT#: 6845	2023-2024 - November	\$28.69	Analytical Labs	
Reference Number: 17303 400: 4002: 4003: 4005: 4006: 07: 08: 09: 11: 13	2023-2024 - November	\$4,623.05	BMO Bank N.A. - Payment	
Reference Number: 17304 ACCT#: 503-T41-3615-024B	2023-2024 - November	\$154.65	Central Lincoln PUD	
Reference Number: 17305 Invoice - S1023	2023-2024 - November	\$300.00	Century Link/Qwest	
Reference Number: 17306 Escrow overpaid for final water billing	2023-2024 - November	\$39.06	Darrel Lockard Consultant DLC, LLC	
Reference Number: 17307 City Contribution for all employee's IRA	2023-2024 - November	\$39.06	Donald Larsen	
Reference Number: 17308 ACCT#: 14599	2023-2024 - November	\$877.81	Edward Jones	
Reference Number: 17309 Invoice - SILETZ - 001	2023-2024 - November	\$682.44	Englund Marine Supply	
Reference Number: 17310 Invoice - 5027242683	2023-2024 - November	\$480.00	KRP Data Systems	
Reference Number: 17311 Account No: 219988-3	2023-2024 - November	\$139.00	National Business Solutions	
Reference Number: 17312 Invoice - 3100480	2023-2024 - November	\$28.37	NW Natural	
Reference Number: 17313 Invoice - 1906: 1907	2023-2024 - November	\$85.17	One Call Concepts, Inc	
Reference Number: 17314 Order # 2536146	2023-2024 - November	\$7,000.00	Oregon Coast Tree Co. LLC	
		\$109.50	Oregon Labor Law Poster Service	

Reference	Period	Amount	Vendor	Notes
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1st Security Bank
7001424544 - Main

Check

Reference Number: 17315 Invoice - 24241	2023-2024 - November	\$34.75	State Forester	
Reference Number: 17316 Invoice - 163993	2023-2024 - November	\$85.00	T & L Septic Tank Service	
Reference Number: 17317 Invoice -244205	2023-2024 - November	\$43.30	TCB Security Services	
Reference Number: 17318 Halloween Activity	2023-2024 - November	\$223.98	Tina Retasket	
Reference Number: 17319 3 rolls of stamps: money on acct for water billing	2023-2024 - November	\$1,198.00	US Post Master	
Reference Number: 17320 Invoice - 00177651	2023-2024 - November	\$156.37	USA Blue Book	
Reference Number: 17321 Account #: 2701-1302962-01	2023-2024 - November	\$552.34	WAVE	
Reference Number: 17322 Billing Date 11/02/23	2023-2024 - November	\$1,500.00	West Coast Cronin Clan Co.	
Reference Number: 17323 Invoice - 92860	2023-2024 - November	\$9,500.00	WesTech Engineering, LLC	
Total Check		\$29,820.09		
Total 7001424544 - Main		\$29,820.09		
Total 1st Security Bank		\$29,820.09		
Grand Total		\$29,820.09		



Banking Activity

Reference	Period	Amount	Vendor	Notes
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1st Security Bank 7001424544 - Main

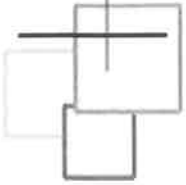
Deposit

Reference Number: CM Deposit - 11/3/2023 4:39:24 PM	2023-2024 - November	\$17,676.81		
Receipt - 11/3/2023 Bruce Cook - building permit		\$75.00	Receipting Deposit Vendor	
Receipt - 11/3/2023 Lincoln County Treasurer - Property Taxes		\$14,556.31	Receipting Deposit Vendor	
Utility Billing Summary Transaction - 11/3/2023 11:33:31 AM		\$3,045.50	Receipting Deposit Vendor	
Reference Number: CM Deposit - 11/8/2023 8:20:38 AM	2023-2024 - November	\$2,800.00		
Utility Billing Summary Transaction - 11/7/2023 2:41:35 PM		\$2,800.00	Receipting Deposit Vendor	
Reference Number: CM Deposit - 11/8/2023 8:21:36 AM	2023-2024 - November	\$2,288.50		
Utility Billing Summary Transaction - 11/6/2023 4:31:45 PM		\$2,288.50	Receipting Deposit Vendor	
Reference Number: IC - (Nov 1 2023 9:59PM Visa/MC/EFT/DSC)	2023-2024 - November	\$186.50		
Invoice Cloud Summary Transaction - (Nov 1 2023 9:59PM Visa/MC/EFT/DSC)		\$186.50	Receipting Deposit Vendor	
Reference Number: IC - (Nov 2 2023 9:59PM Visa/MC/EFT/DSC)	2023-2024 - November	\$441.50		
Invoice Cloud Summary Transaction - (Nov 2 2023 9:59PM Visa/MC/EFT/DSC)		\$441.50	Receipting Deposit Vendor	
Reference Number: IC - (Nov 3 2023 9:59PM Visa/MC/EFT/DSC)	2023-2024 - November	\$292.50		
Invoice Cloud Summary Transaction - (Nov 3 2023 9:59PM Visa/MC/EFT/DSC)		\$292.50	Receipting Deposit Vendor	

Reference	Period	Amount	Vendor	Notes
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1st Security Bank
7001424544 - Main
Deposit

Reference Number: IC - (Nov 4 2023 2023-2024 - November 9:59PM Visa/MC/EFT/DSC)		\$236.50		
Invoice Cloud Summary Transaction - (Nov 4 2023 9:59PM Visa/MC/EFT/DSC)		\$236.50	Receipting Deposit Vendor	
Reference Number: IC - (Nov 5 2023 2023-2024 - November 9:59PM Visa/MC/EFT/DSC)		\$49.00		
Invoice Cloud Summary Transaction - (Nov 5 2023 9:59PM Visa/MC/EFT/DSC)		\$49.00	Receipting Deposit Vendor	
Reference Number: IC - (Nov 6 2023 2023-2024 - November 9:59PM Visa/MC/EFT/DSC)		\$557.50		
Invoice Cloud Summary Transaction - (Nov 6 2023 9:59PM Visa/MC/EFT/DSC)		\$557.50	Receipting Deposit Vendor	
Reference Number: IC - (Nov 7 2023 2023-2024 - November 9:59PM Visa/MC/EFT/DSC)		\$622.00		
Invoice Cloud Summary Transaction - (Nov 7 2023 9:59PM Visa/MC/EFT/DSC)		\$622.00	Receipting Deposit Vendor	
Reference Number: IC - (Nov 8 2023 2023-2024 - November 9:59PM Visa/MC/EFT/DSC)		\$340.84		
Invoice Cloud Summary Transaction - (Nov 8 2023 9:59PM Visa/MC/EFT/DSC)		\$340.84	Receipting Deposit Vendor	
Total Deposit		\$25,491.65		
Total 7001424544 - Main		\$25,491.65		
Total 1st Security Bank		\$25,491.65		
Grand Total		\$25,491.65		



Register

Fiscal: 2023-2024

Number	Name	Print Date	Clearing Date	Amount
1st Security Bank				
Check				
<u>5021</u>	Fisher Hadley-Koehler	10/13/2023	10/31/2023	\$532.92
<u>17266</u>	Aldrich CPAs and Advisors LLP	10/9/2023	10/31/2023	\$5,000.00
<u>17267</u>	Analytical Labs	10/9/2023	10/31/2023	\$307.00
<u>17268</u>	API	10/9/2023	10/31/2023	\$43.21
<u>17269</u>	BMO Bank N.A. - Payment	10/9/2023	10/31/2023	\$43.21
<u>17270</u>	Central Lincoln PUD	10/9/2023	10/31/2023	\$4,670.14
<u>17271</u>	Century Link/Qwest	10/9/2023	10/31/2023	\$154.65
<u>17272</u>	Darrel Lockard Consultant DLC, LLC	10/9/2023	10/31/2023	\$750.00
<u>17273</u>	Edward Jones	10/9/2023	10/31/2023	\$725.26
<u>17274</u>	League of Oregon Cities	10/9/2023	10/31/2023	\$120.00
<u>17275</u>	Local Gov't Law Group	10/9/2023	10/31/2023	\$1,081.00
<u>17276</u>	National Business Solutions	10/9/2023	10/31/2023	\$3,396.90
<u>17277</u>	Oregon Assoc. of Water Utilities	10/9/2023	10/31/2023	\$325.00
<u>17278</u>	Samaritan Occupational Medicine	10/9/2023	10/31/2023	\$39.00
<u>17279</u>	T & L Septic Tank Service	10/9/2023	10/31/2023	\$96.00
<u>17280</u>	TCB Security Services	10/9/2023	10/31/2023	\$40.00
<u>17281</u>	USA Blue Book	10/9/2023	10/31/2023	\$6,471.85
<u>17282</u>	WAVE	10/9/2023	10/31/2023	\$552.34
<u>17283</u>	Wells Fargo Financial Leasing, Inc	10/9/2023	10/31/2023	\$139.00
<u>17284</u>	West Coast Cronin Clan Co.	10/9/2023	10/31/2023	\$1,375.00
<u>17285</u>	Analytical Labs	10/23/2023	10/31/2023	\$168.00
<u>17286</u>	AT & T	10/23/2023	10/31/2023	\$217.13
<u>17287</u>	Carson Oil; CECO, INC	10/23/2023	10/31/2023	\$1,900.93

17288	Century Link/Qwest	10/23/2023	10/31/2023	\$516.16
17289	CenturyLink	10/23/2023	10/31/2023	\$65.00
17290	City of Toledo	10/23/2023	10/31/2023	\$1,700.00
17291	Hach Company	10/23/2023	10/31/2023	\$439.27
17292	Lincoln County HHS	10/23/2023		\$500.00
17293	National Business Solutions	10/23/2023	10/31/2023	\$66.20
17294	Toledo Auto Parts	10/23/2023	10/31/2023	\$1,873.71
17295	Univar Usa, Inc.	10/23/2023	10/31/2023	\$3,649.69
17296	USA Blue Book	10/23/2023		\$186.22
17297	William Worman	10/23/2023		\$64.98
17298	Edward Jones	10/23/2023	10/31/2023	\$826.82
17299	Fisher Hadley-Koehler	10/31/2023		\$1,135.39
	InvoiceCloud	10/23/2023	10/31/2023	\$387.25
	NorthWest Payroll Solutions	10/23/2023	10/31/2023	\$82.75
	NorthWest Payroll Solutions	10/23/2023	10/31/2023	\$144.58
			Checks Written in	
			October	
			Total	\$39,786.56

Deposit				
cash Deposit - 10/19/2023 3:47:24 PM		10/19/2023	10/31/2023	\$1,462.00
Cash Deposit - 10/19/2023 3:48:12 PM		10/19/2023	10/31/2023	\$1,272.50
Cash Deposit - 10/19/2023 3:50:01 PM		10/19/2023	10/31/2023	\$100.00
Cash Deposit - 10/31/2023		10/31/2023	10/31/2023	\$360.00
Cash Deposit - 10/31/23		10/31/2023	10/31/2023	\$760.50
CM Deposit - 10/10/2023 4:08:17 PM		10/10/2023	10/31/2023	\$2,761.50
CM Deposit - 10/10/2023 4:31:47 PM		10/10/2023	10/31/2023	\$2,994.50
CM Deposit - 10/19/2023 3:38:14 PM		10/19/2023	10/31/2023	\$51,060.86
CM Deposit - 10/19/2023 3:39:03 PM		10/19/2023	10/31/2023	\$2,932.50
CM Deposit - 10/19/2023 3:39:34 PM		10/19/2023	10/31/2023	\$2,401.50
CM Deposit - 10/19/2023 3:43:41 PM		10/19/2023	10/31/2023	\$3,847.00
CM Deposit - 10/23/2023 11:48:13 AM		10/23/2023	10/31/2023	\$10,343.33
CM Deposit - 10/24/2023 1:46:18 PM		10/24/2023	10/31/2023	\$1,369.50
CM Deposit - 10/31/2023		10/31/2023	10/31/2023	\$378.00
CM Deposit - 10/5/2023 12:25:30 PM		10/5/2023	10/31/2023	\$2,683.50
CM Deposit - 10/5/2023 12:28:12 PM		10/5/2023	10/31/2023	\$2,290.50
CM Deposit - 10/5/2023 12:37:29 PM		10/5/2023	10/31/2023	\$3,023.64

CM Deposit - 11/1/2023 3:00:37 PM	11/1/2023		\$3,712.82
CM Deposit - 11/1/2023 3:05:28 PM	11/1/2023		\$1,250.72
CM Deposit - 11/3/2023 11:09:19 AM	11/3/2023		\$0.00
CM Deposit - 10/31/2023	10/31/2023		\$50.00
CM Deposit - 10/31/23	10/31/2023		\$93.00
CM Deposit 10/31/2023	10/31/2023		\$93.00
IC - (Oct 1 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$336.50
IC - (Oct 2 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$575.50
IC - (Oct 3 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$408.00
IC - (Oct 4 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$391.50
IC - (Oct 5 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$349.00
IC - (Oct 6 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$476.50
IC - (Oct 8 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$100.50
IC - (Oct 9 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$238.00
IC - (Oct 10 2023 9:59PM Amex)	10/31/2023	Receipting Deposit Vendor	\$55.50
IC - (Oct 10 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$4,386.00
IC - (Oct 11 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$288.50
IC - (Oct 12 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$474.00
IC - (Oct 13 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$434.00
IC - (Oct 16 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$149.50
IC - (Oct 18 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$295.50
IC - (Oct 19 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$287.50
IC - (Oct 20 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$108.00
IC - (Oct 23 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$100.00
IC - (Oct 24 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$368.50
IC - (Oct 25 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$793.00
IC - (Oct 26 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$585.00
IC - (Oct 27 2023 9:59PM Visa/MC/EFT/DSC)	10/27/2023	Receipting Deposit Vendor	\$292.50
IC - (Oct 31 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$637.89
IC - (Sep 28 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$834.50
IC - (Sep 29 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$1,271.50
IC - (Sep 30 2023 9:59PM Visa/MC/EFT/DSC)	10/31/2023	Receipting Deposit Vendor	\$407.00
Total Deposits In October			\$109,884.76

Payroll Cost for October 10/15/2023
Payroll Cost for October 10/31/2023

\$21,728.07
\$17,692.43
Total Payroll for October
\$39,420.50

OVERALL PICTURE Revenues/Deposits minus Checks Written minus Payroll For October

\$30,677.70

Banking Information for October
1st Security Bank Balance AS of 10/31/2023
LGIP 4020 Balance
LGIP 6472 Balance

\$1,329,342.04
\$870,124.84
\$3,088,351.80
\$5,287,818.68

Balance

SPECIAL ORDERS

Homelessness Strategic Plan-
CEO Ernest Stephens of Morant
McLeod



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Lincoln County Homelessness Strategic Plan

City Council Meeting

Agenda

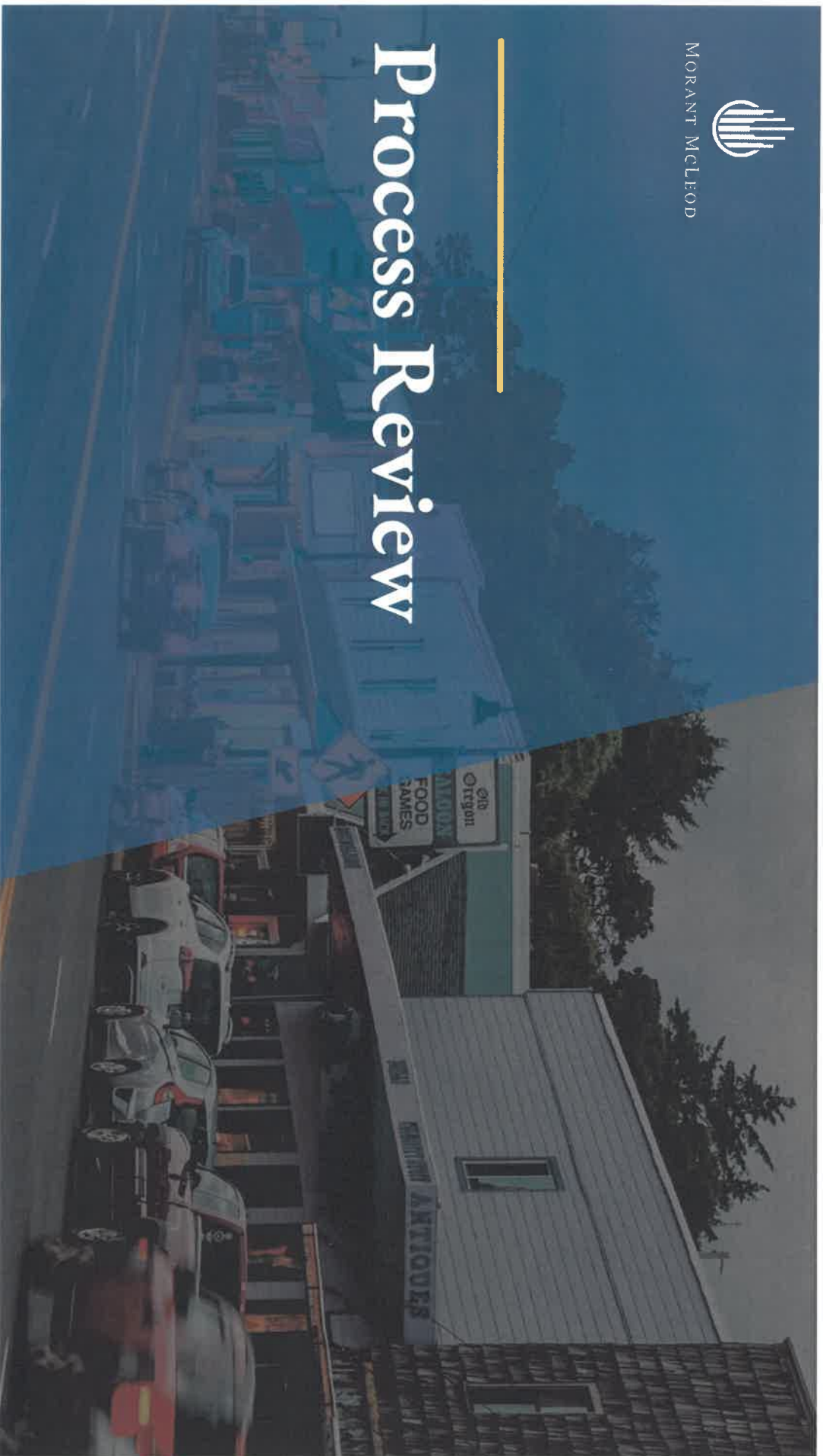
- **Process Review**
- **Mission**
- **Unhoused Community Information**
- **Housing, Services, & Economics**
- **Key Facts & Strategy**
- **Discussion**



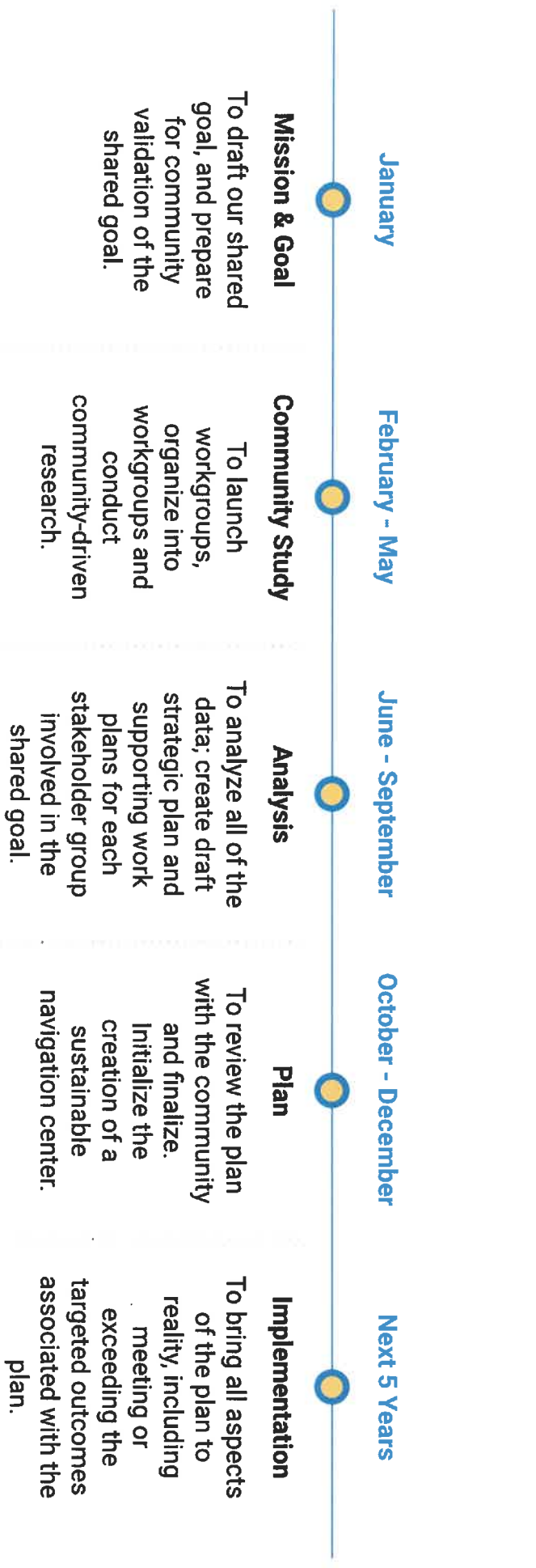


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Process Review



Process Review: Road Map & Timeline for Strategic Plan Development



Workgroup Structure



Community

Engagement focuses on the community experience, needs, and how to bring everyone to the table.



Finance & Economics

focuses on quantitative data and understanding how issues relate to financial aspects of our shared goal.



Mental & Physical

Health focuses on the well-being of our community and how public services can best create our shared goal.



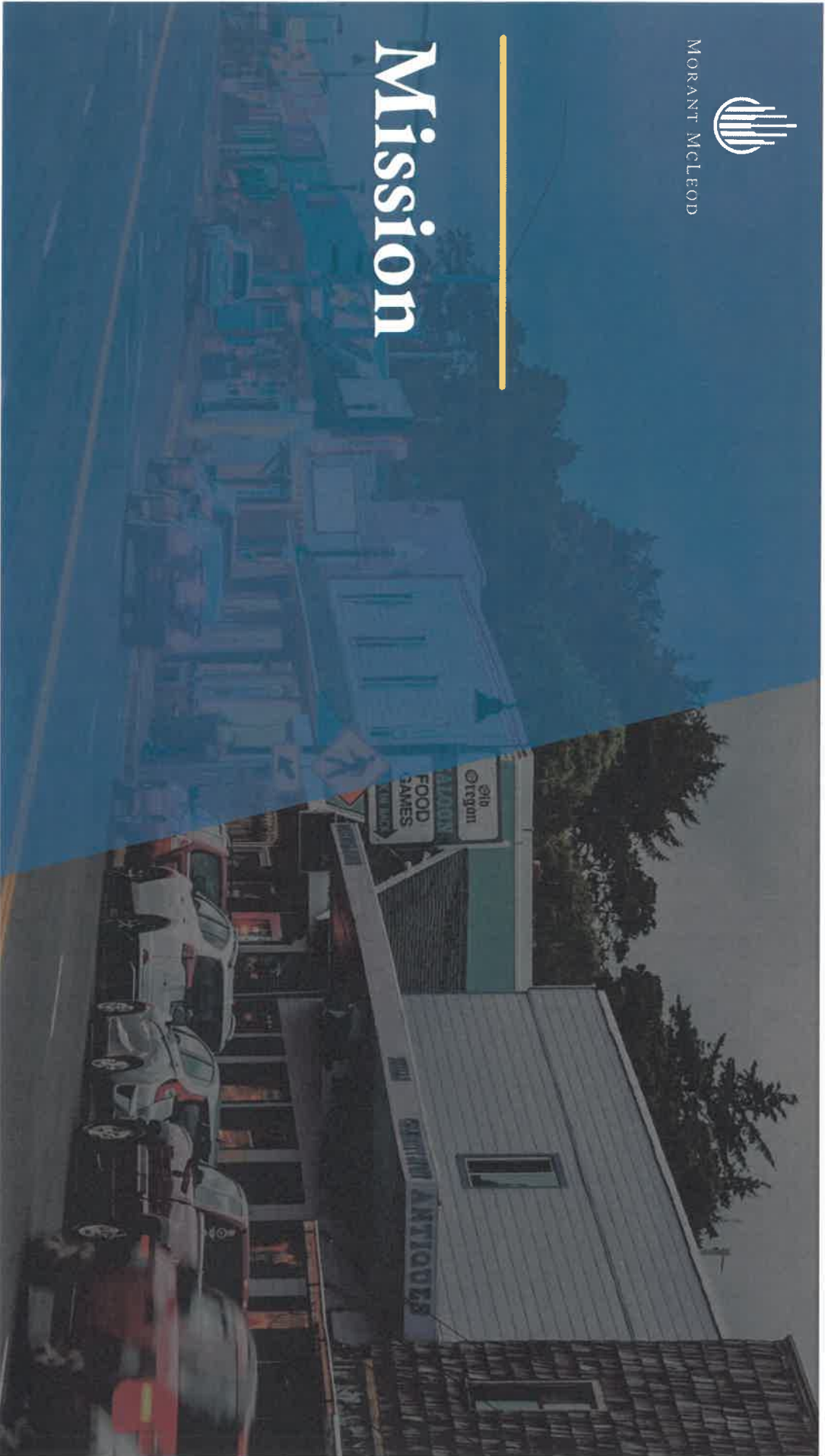
Service Provision & Policy

focuses on housing and other homelessness-related community services, and how local services can bring the shared goal to reality.



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Mission



MISSION

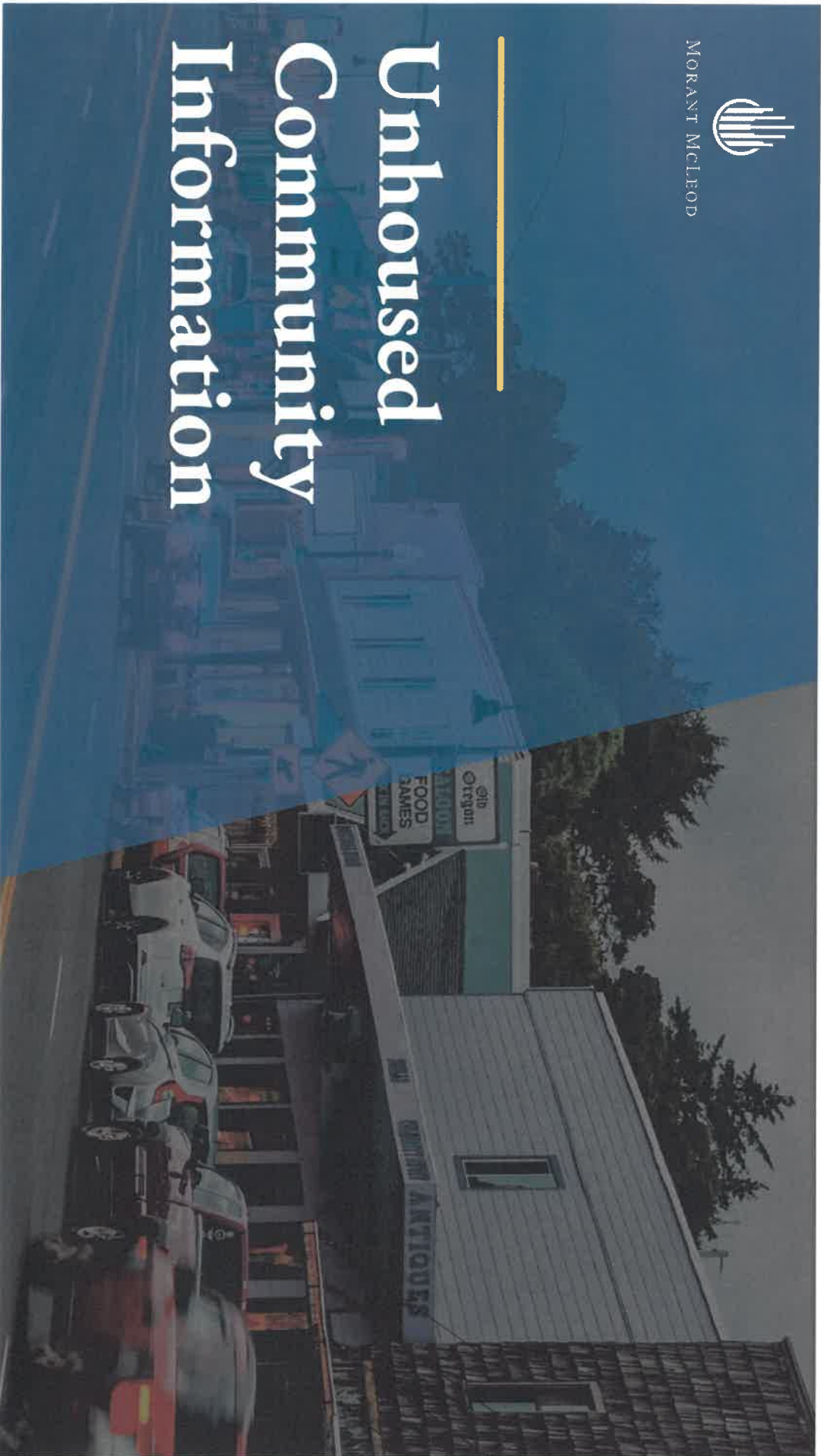
"To ensure that every member of our community has access to the resources they need, while also working to prevent the circumstances that lead to homelessness."





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Unhoused Community Information



The size of the unhoused population across Lincoln County is believed to be around 2,000 individuals

	ESTIMATES	KEY ASSUMPTIONS	LIMITATIONS
School Data Estimate Method	1,748	There is a relationship between the number of unhoused adults and children that are known via PIT and school district counts.	Individuals without children may be under-represented.
Community Size Estimate Method	1,420	There is a relationship between the size of the unhoused community in Yachats and the size of the unhoused community in the rest of Lincoln County.	Larger cities may be under-represented.
Under & Over 18 Allocation Estimate Method	3,101	The children to adult allocation is consistent between unhoused communities and the rest of the county.	Individuals without children may be under- or over-represented. Children under the age of 5 may be under-represented.
Mean	2,090		
Standard Deviation	+/- 891		

Many within the unhoused community are currently working, recently without permanent housing, or actively searching for both housing and gainful employment. It's common for them to reach dead-ends in their pursuit.

46 yrs

Average age of the unhoused community.
(Ages 19 to 72 yrs sampled.)

2 yrs

2 yrs, 8 mos.
Since most recent date of employment, average.

3 yrs

3 yrs, 7 mos.
Since most recent date of permanent housing, average.

Quotes regarding housing goals

"I want a roof over my head, or maybe a boat, RV, or apartment... anything to get off the streets in the winter."

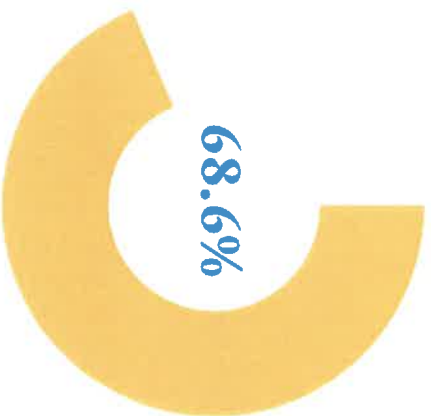
"I want a space to myself, with a working kitchen and bathroom."

"We want a house to get our kids back."

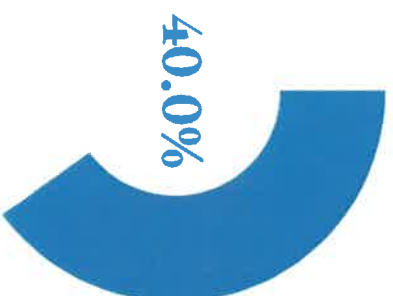
"Get into a house, back on my feet, and find a full time job... but it's impossible when you're camping."

"I would like an apartment or even a shelter. I don't want a homeless camp."

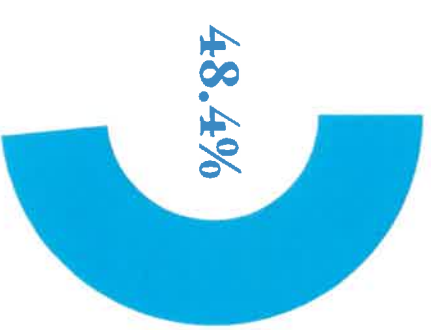
On average, unhoused individuals have been without permanent housing for 3 years and 7 months, although others have been without permanent housing for 11 years or more. Others have lost permanent housing this month.



Percentage of unhoused community **aware of local support services.**



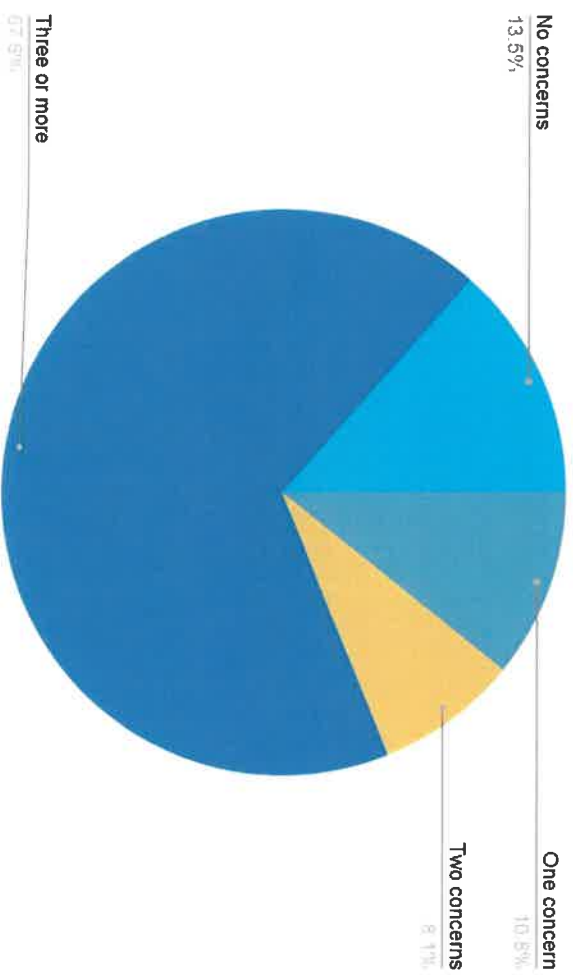
Percentage of unhoused community **who have received local housing services.**



Percentage of unhoused community **who have had difficulty receiving local housing services.**

86.5% of the unhouseed community suffers from one or more serious health concerns, despite 77.8% holding medical insurance, primarily from Oregon Health Plan.

Serious health concerns experienced by unhouseed community



Percent with:

- Disability: 52.8%
- Mental health conditions: 45.7%
- History of anxiety, depression, or bipolar disorder: 57.5%

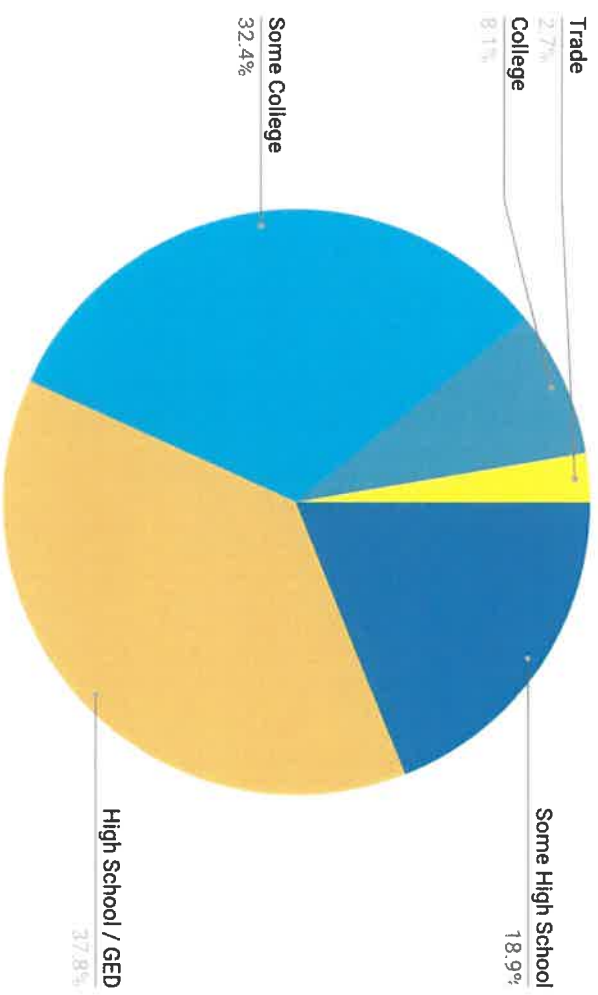
Average amount of time:

- Since last medical visit: 2 yrs, 7 mos
- Duration of vision concerns: 4 yrs, 8 mos
- Duration of dental concerns: 4yrs, 10 mos

Although the most recent date of employment (average) is 31.6 months (2 years, 8 months) for the unhoused community, at the earlier stages of the education pipeline the profile is similar to that of Lincoln County as a whole.

Unhoused Community: Highest Level of Education

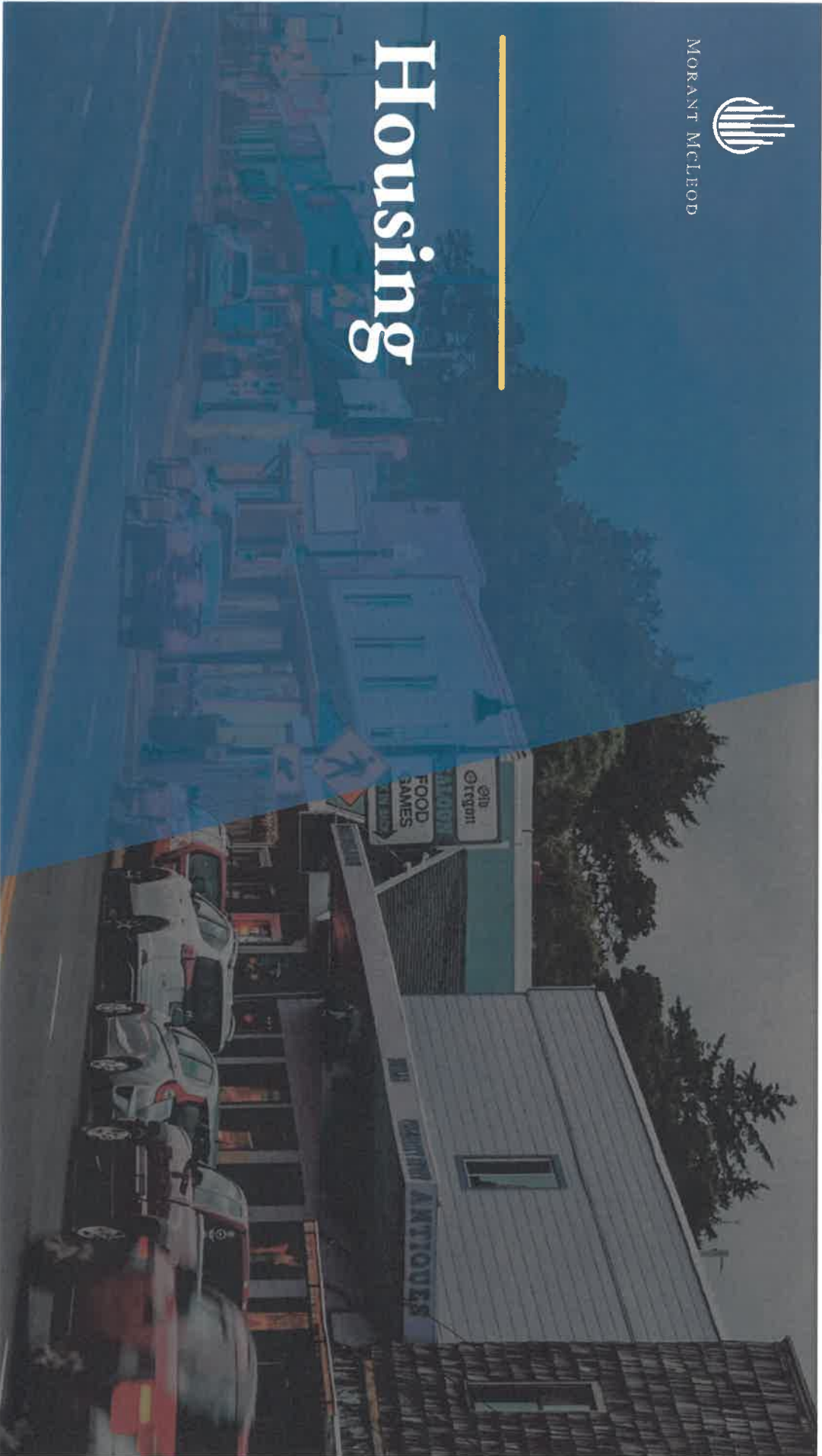
- All Lincoln County**
- High School / GED: 24.1%
 - Some College: 31.0%
 - College Degree: 17.6%
 - Graduate Degree: 11.0%



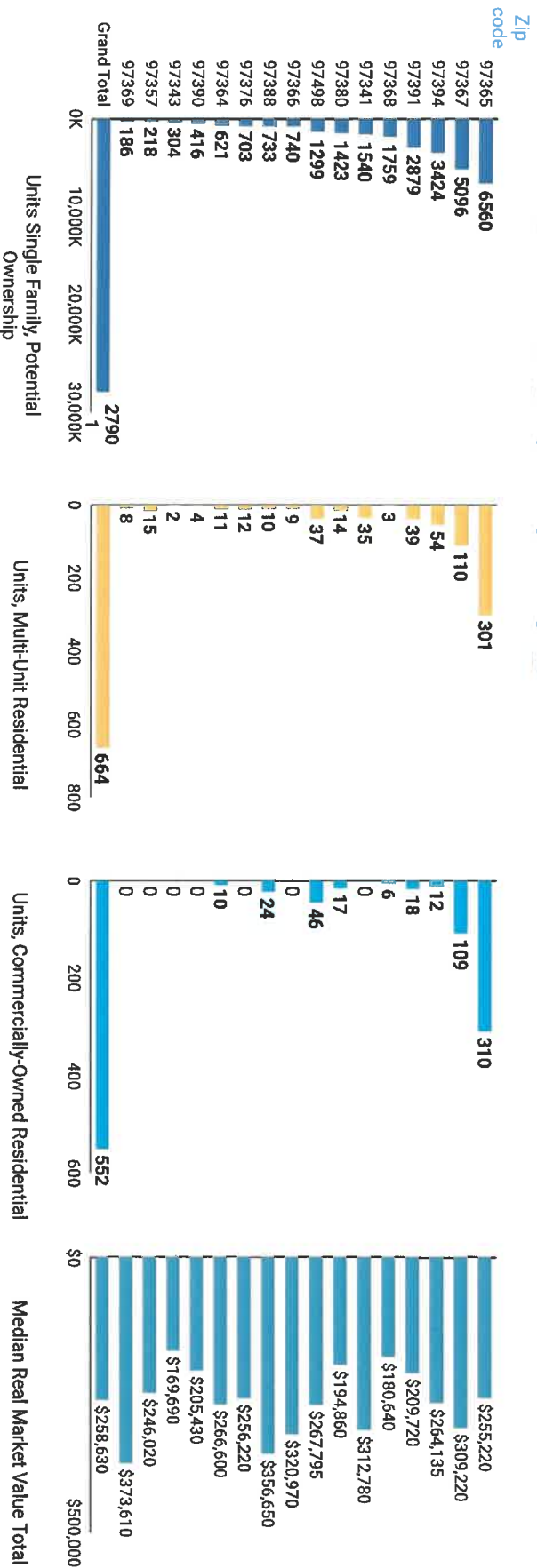


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Housing

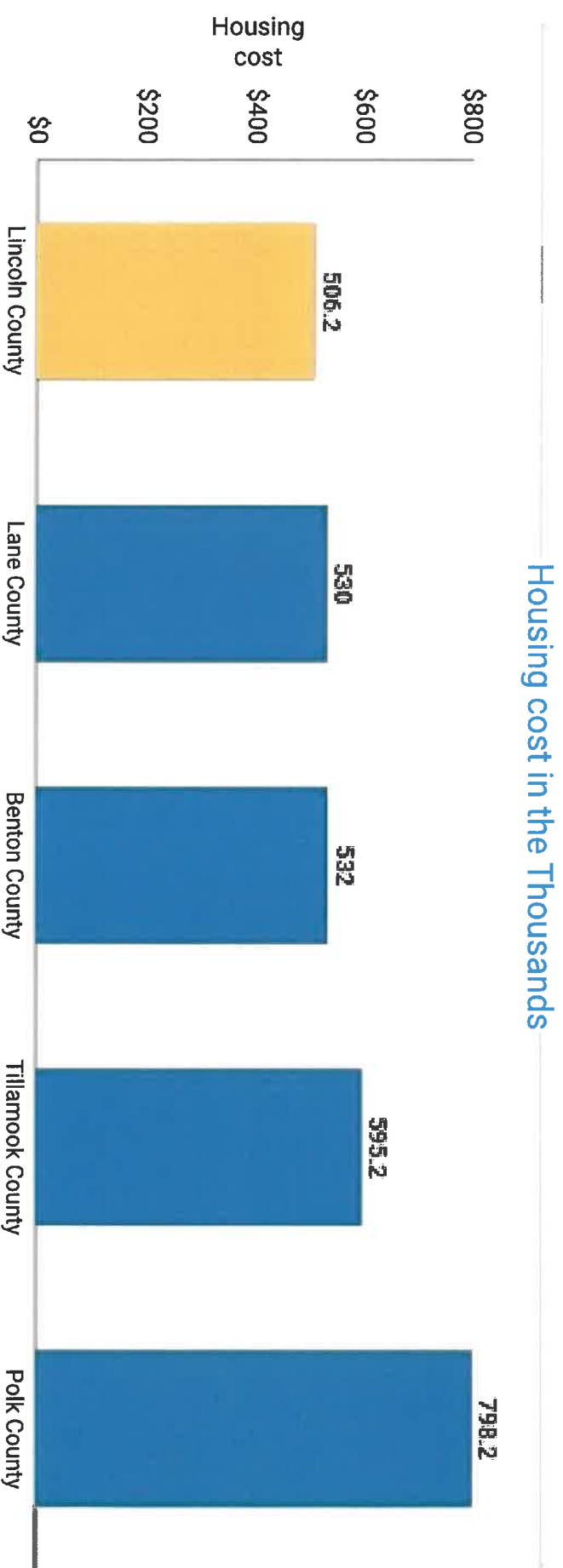


Understanding Supply: Housing Supply by Type



Understanding Supply Benchmarking: Home Prices, 1 Bedroom Homes

Cost of Housing for 1 Bedroom Homes, In All Selected Counties

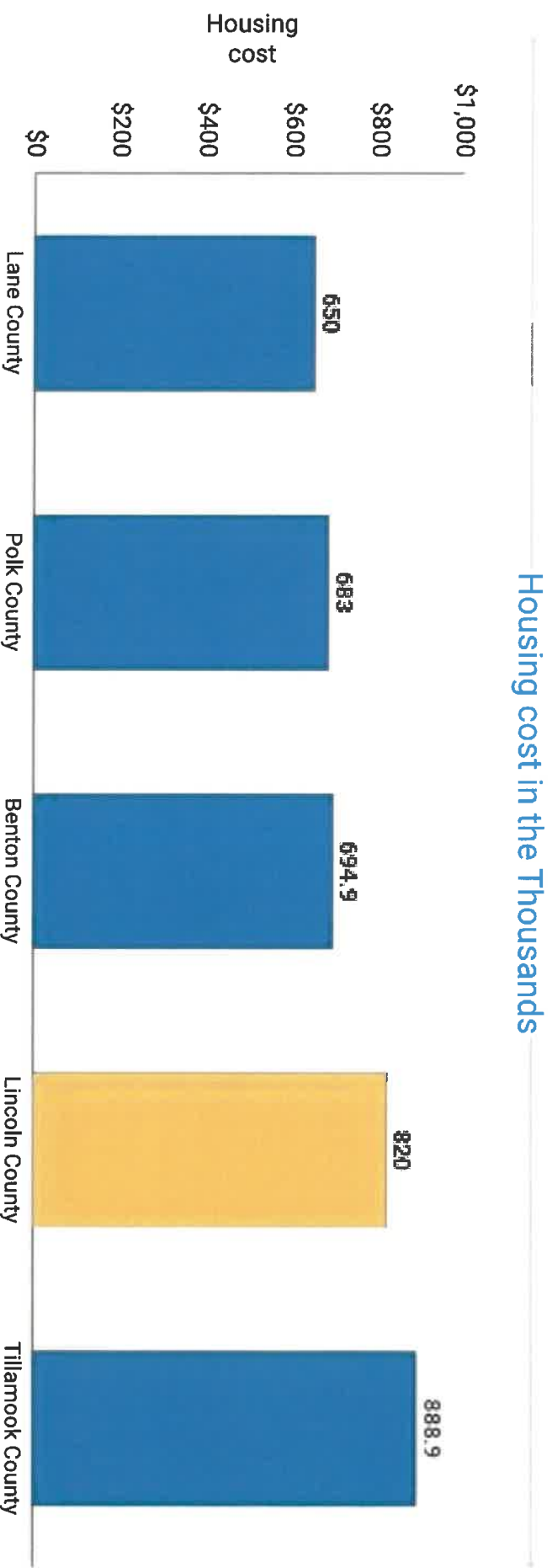


MORANT MCLEOD

Source: Moody's, Census Bureau, Rocket Mortgage survey, Morant McLeod Economics Group

Understanding Supply Benchmarking: Home Prices, 2 Bedroom Homes

Cost of Housing for 2 Bedroom Homes, In All Selected Counties

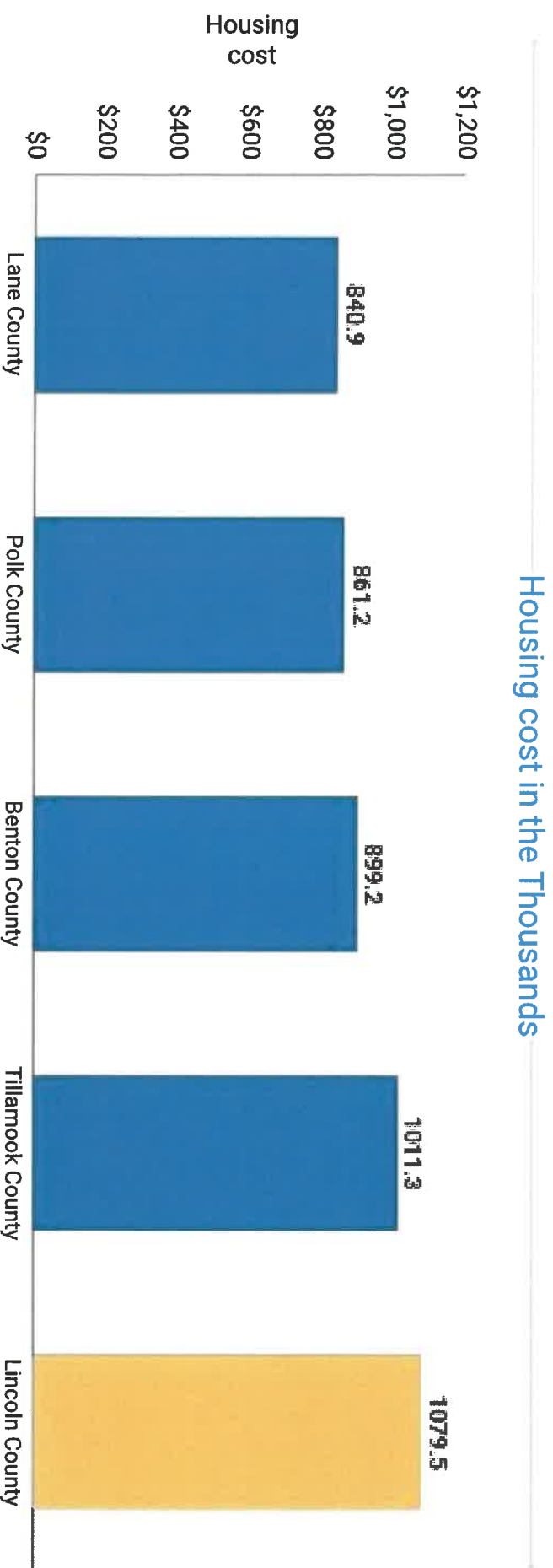


MORANT MCLEOD

Source: Moody's, Census Bureau, Rocket Mortgage survey, Morant McLeod Economics Group

Understanding Supply Benchmarking: Home Prices, 3 Bedroom Homes

Cost of Housing for 3 Bedroom Homes, In All Selected Counties



MORANT MCLEOD

Source: Moody's, Census Bureau, Rocket Mortgage survey, Morant McLeod Economics Group

Understanding Demand: Per Capita Income

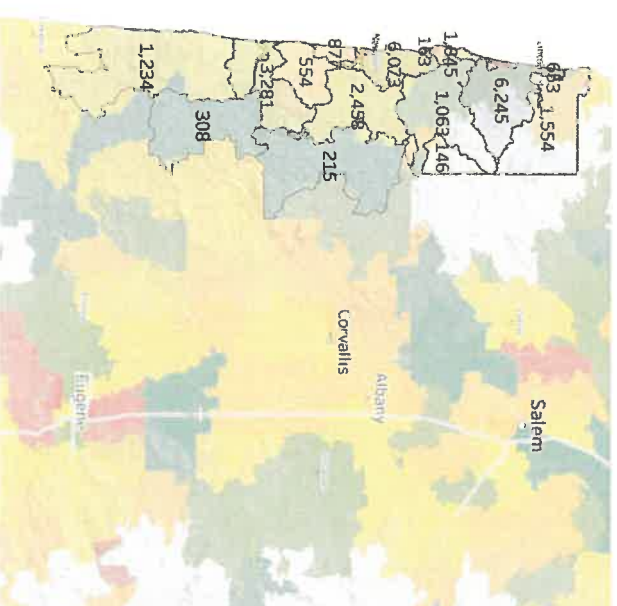
Per Capita Income (PCI)

\$54,961

Median income in 2021
\$1,374 available for rent

\$32,776

Per capita income in 2021
\$819 available for rent



© 2023 Mapbox © OpenStreetMap
Map based on Longitude (generated) and .altitude (generated). Color shows sum of Count. The marks are labeled by sum of Count. Details are shown for Zip Code. Map coloring shows 2018 Per Capita Income by Zip Code. The data is filtered on Description, which keeps Addresses: Residential - active address counts. (#, NSAI).

- 2018 Per Capita Income
- 42 to 21,100
 - 21,100 to 25,400
 - 25,400 to 29,800
 - 29,800 to 37,200
 - 37,200 to 461,000



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Sources: Internal Revenue Service, Census Bureau, Morant McLeod Economics Group

Understanding Demand: Individual Income

Individual Income by Group

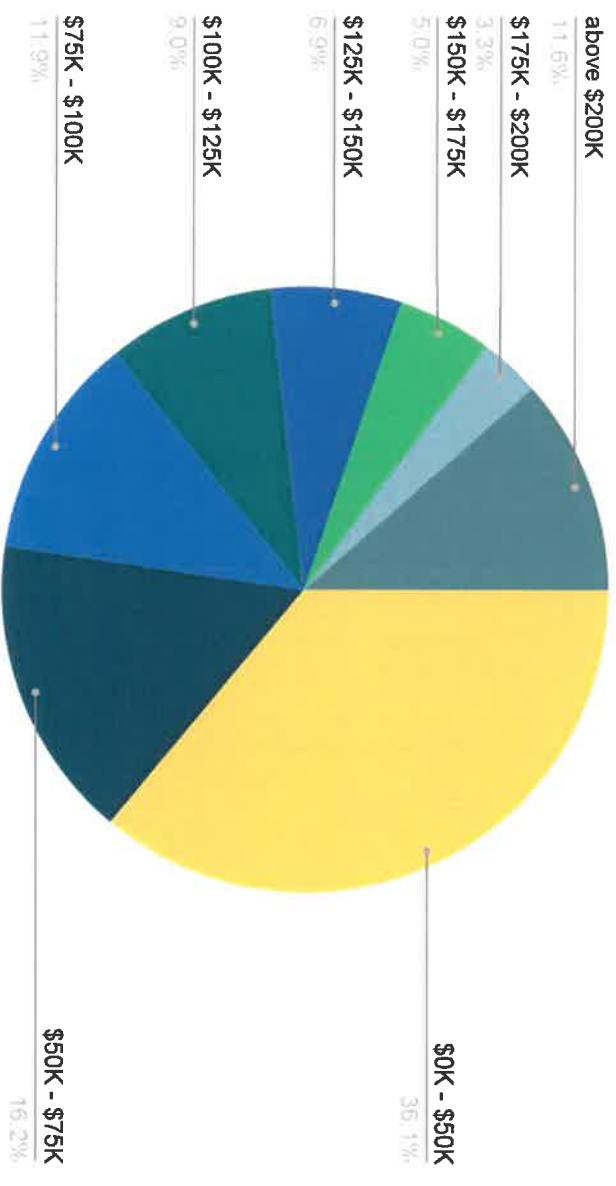
36.1%

residents earning \$50,000
or less

15.2%

residents estimated to be in
poverty

Resident Incomes by Income Group

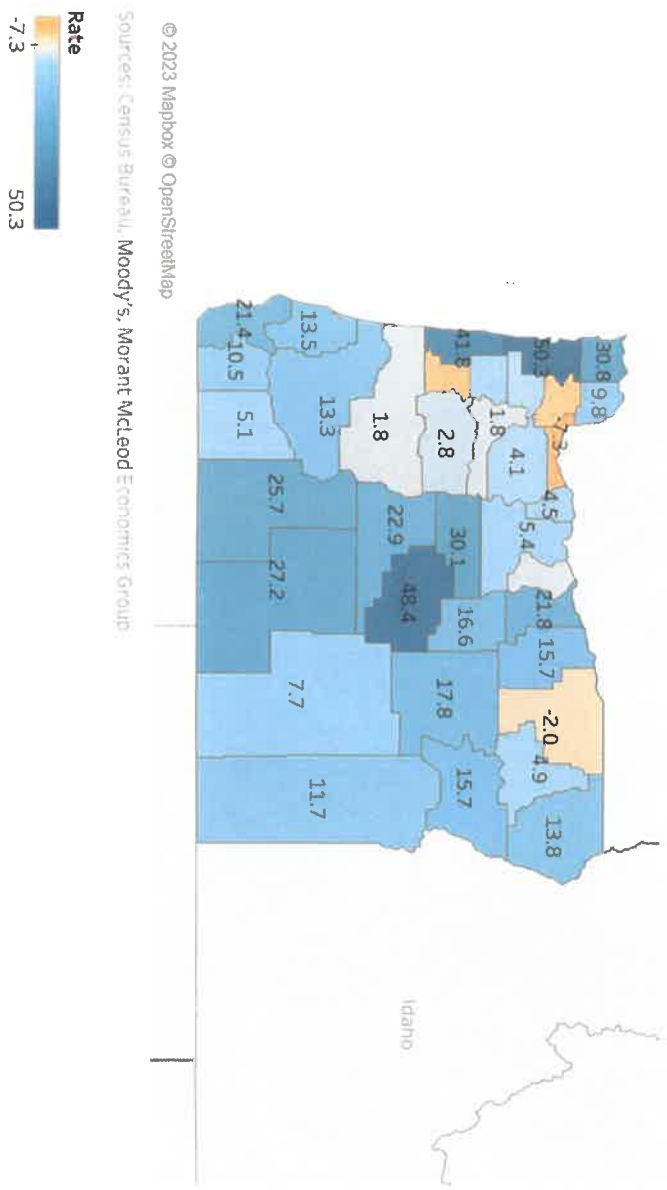


Vacancy rates indicate the number of second homes and STR's across the county.

Field research shows there is very little available rental housing on the market, and homes available for sale are quickly purchased.

Areas in Oregon that are less ideal for second homes generally have 5-10% vacancy rates.

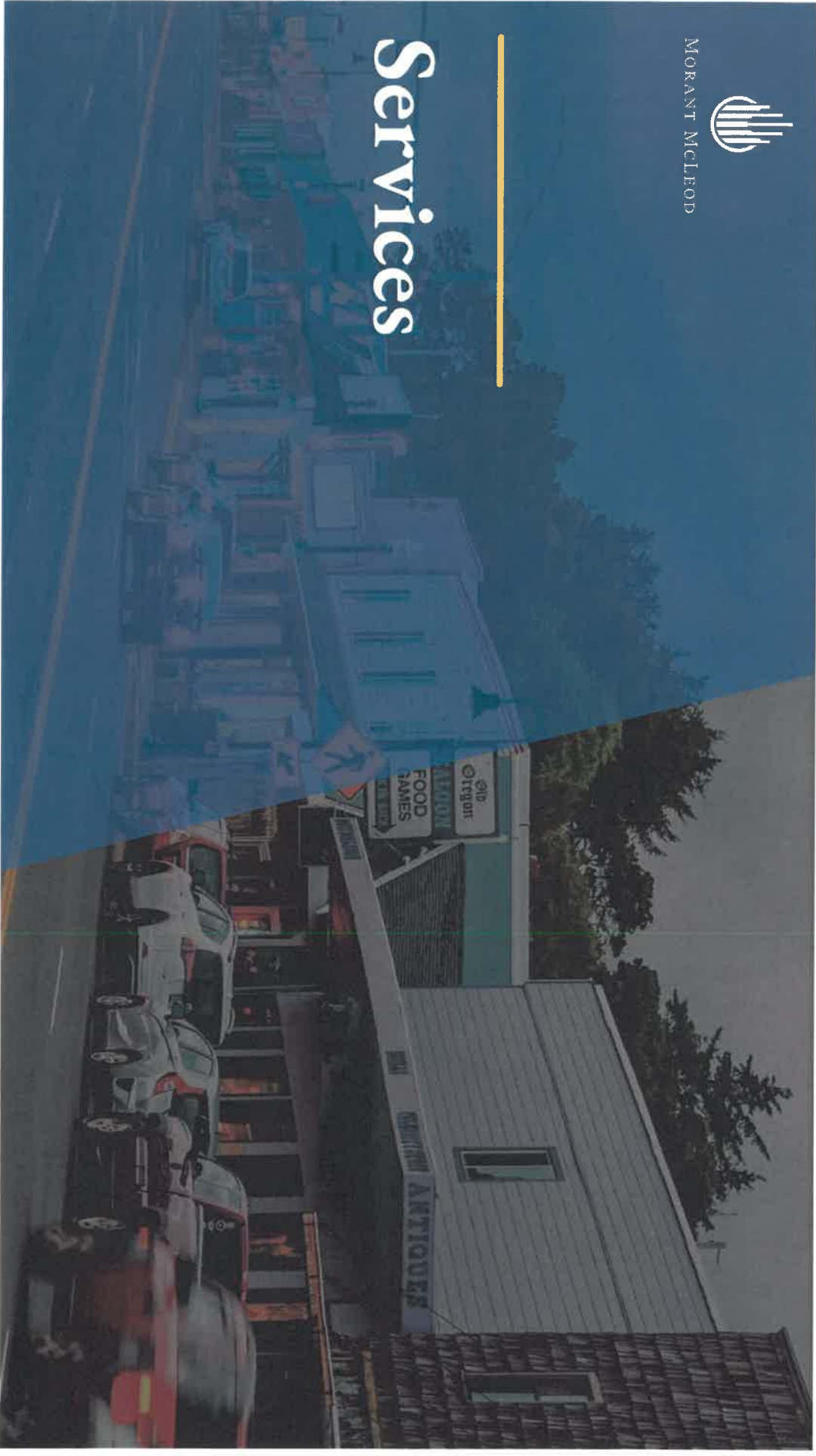
Vacancy rate: Single-family, (% SA), 3/31/2023





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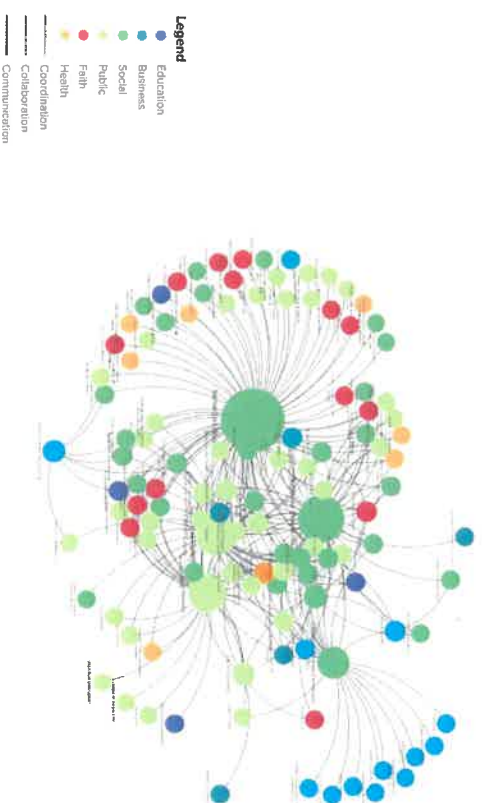
Services



The network of service providers indicates “centralization” would help to overcome fragmentation

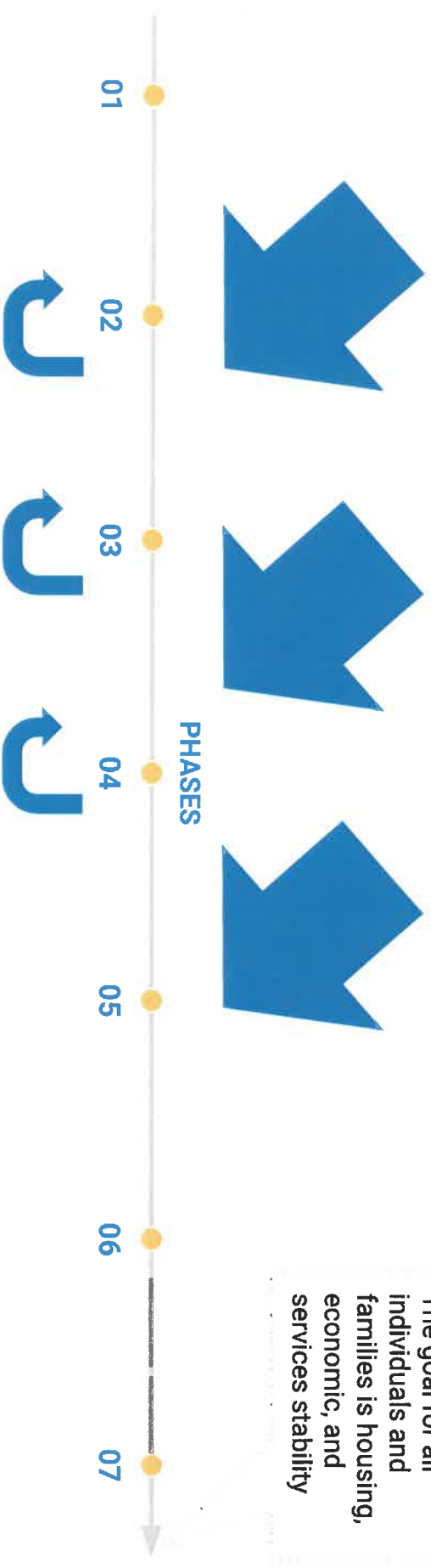
While substantial network activity exists, many service organizations have little connection with the network.

Key organizations hold a larger number of business relationships, while other key organizations hold relationships with smaller community organizations (faith-based organizations, for example).



The progression of support is a 7-phase system where unhoused individuals and families will secure services and move towards housing and economic stability

Individuals or families can enter into the system at any point (any phase).



The system will aim to hold forward progress, and bring individuals back into the progression if they fall out of the system.

HUD housing types align with these phases and helps us to plan for specific housing needs for the unhoused community.



HOUSING PHASES

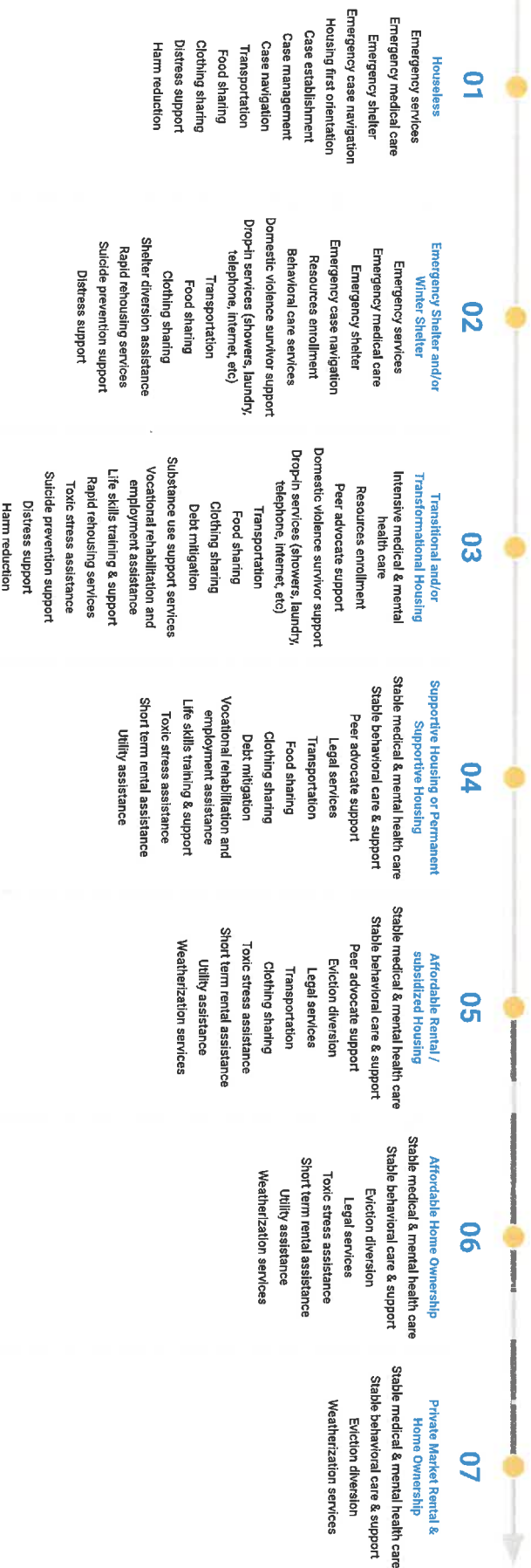


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Source: Housing Authority of Lincoln County

Service supports involve networking and managing resources to align with housing needs. All situations are unique but generally align to phases.

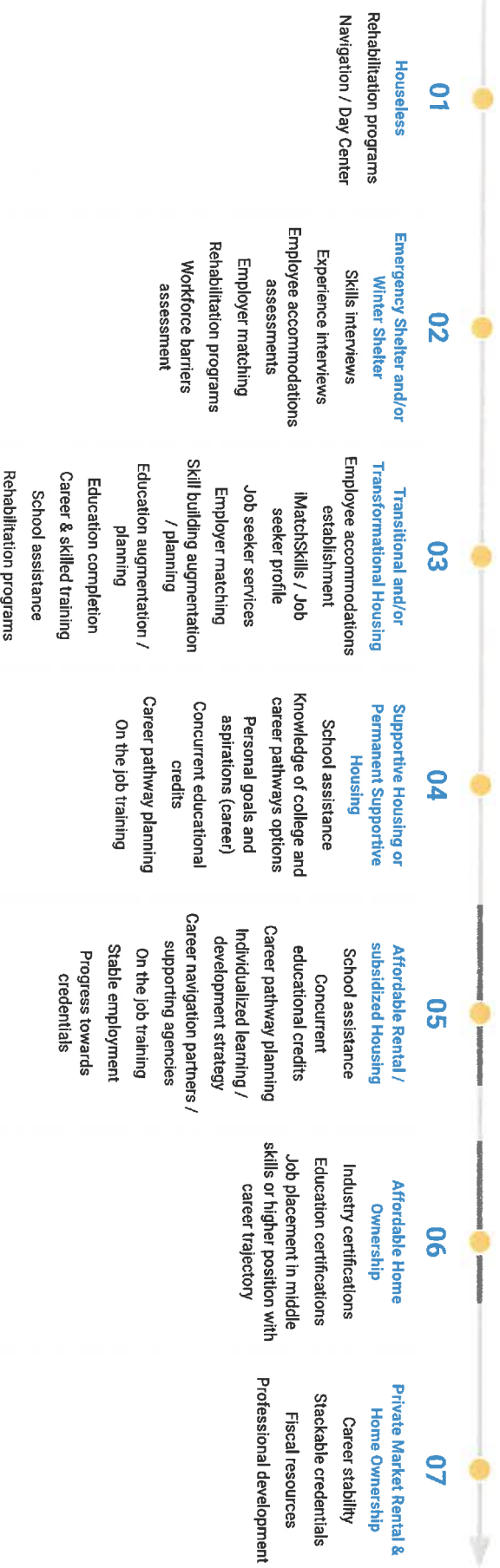
PHASES



SERVICE SUPPORTS

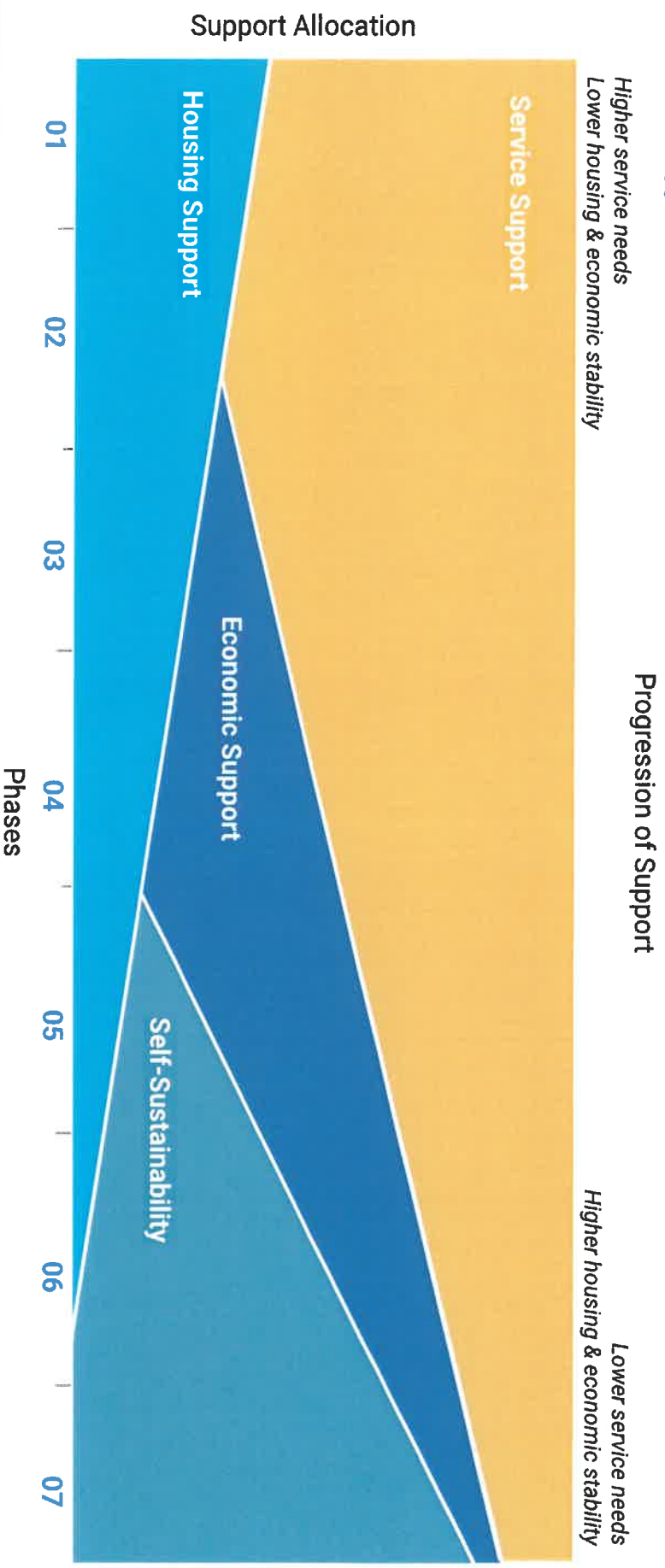
Economic supports involve discovering, managing, or creating educational-workforce opportunities to align with housing-employment needs

PHASES



ECONOMIC SUPPORTS

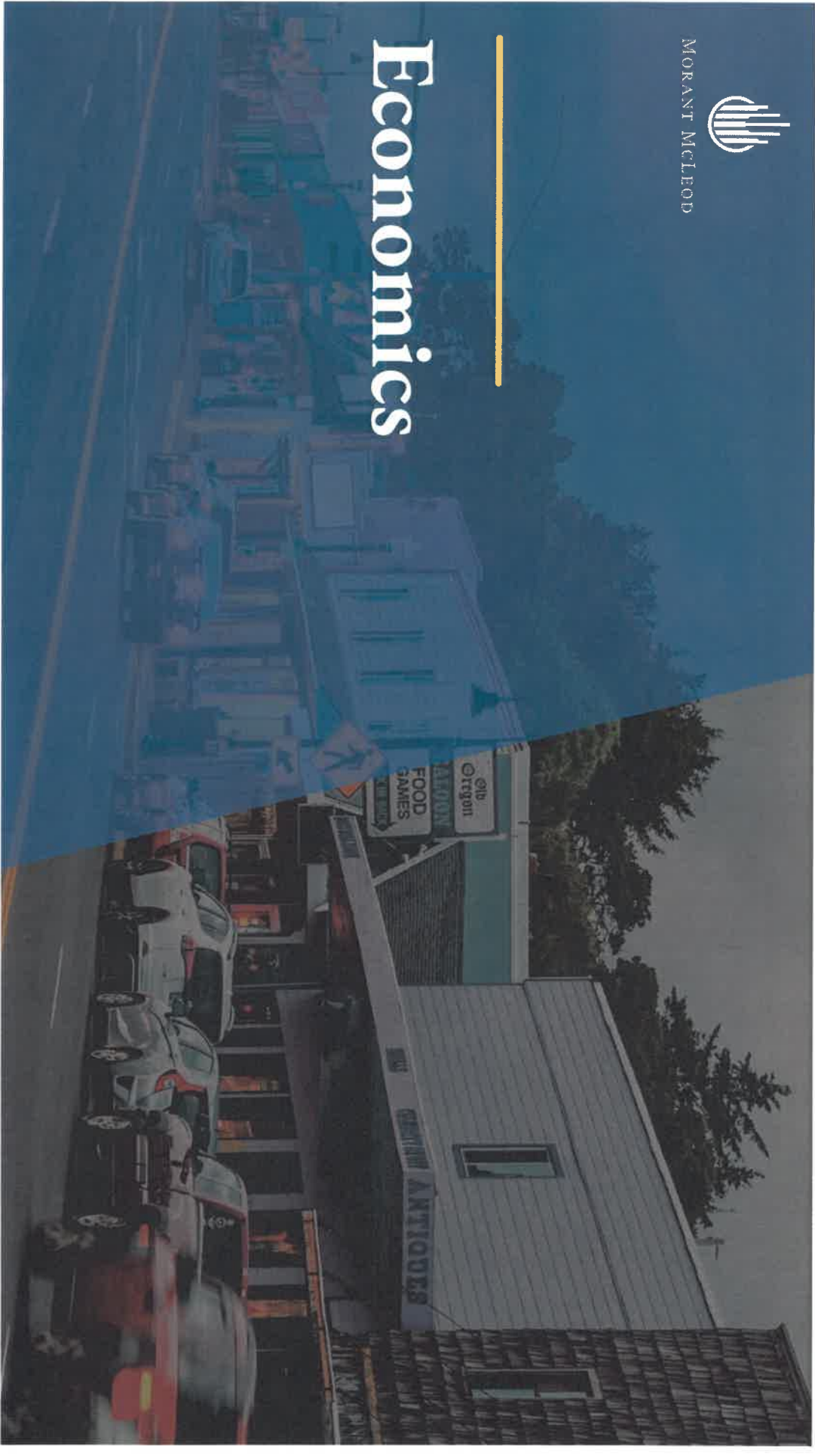
The progression of support model indicates that individuals from unhoused communities will decrease service needs and enter into housing stability over time.



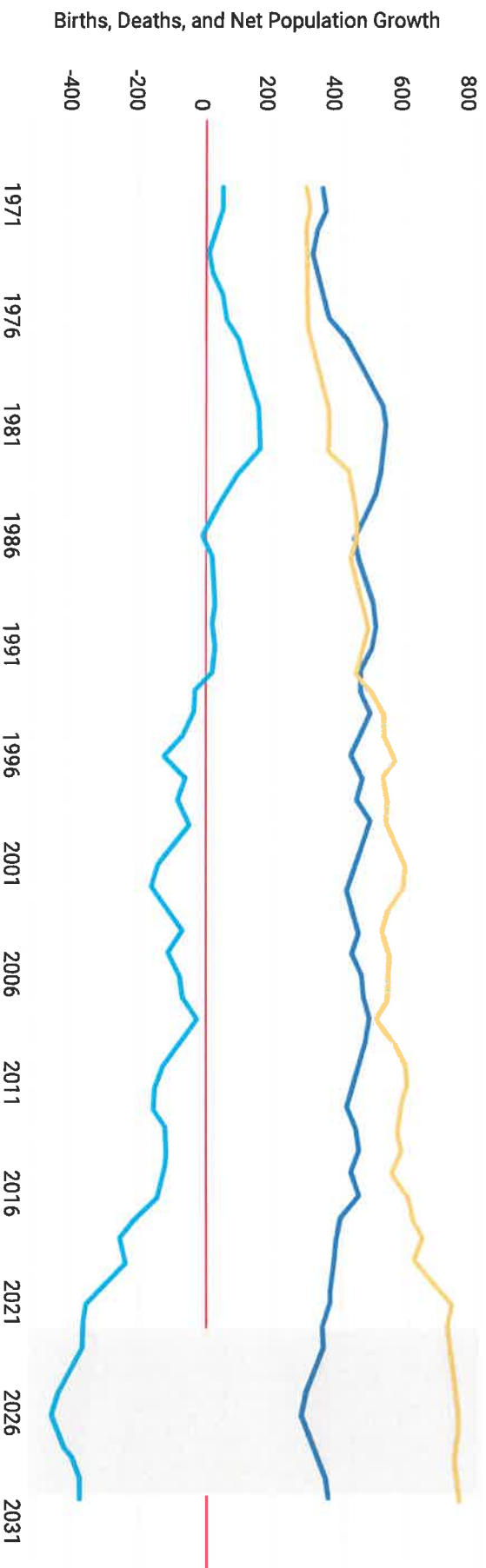


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Economics



Understanding Demand: Lincoln County Natural Population Trends



Description:

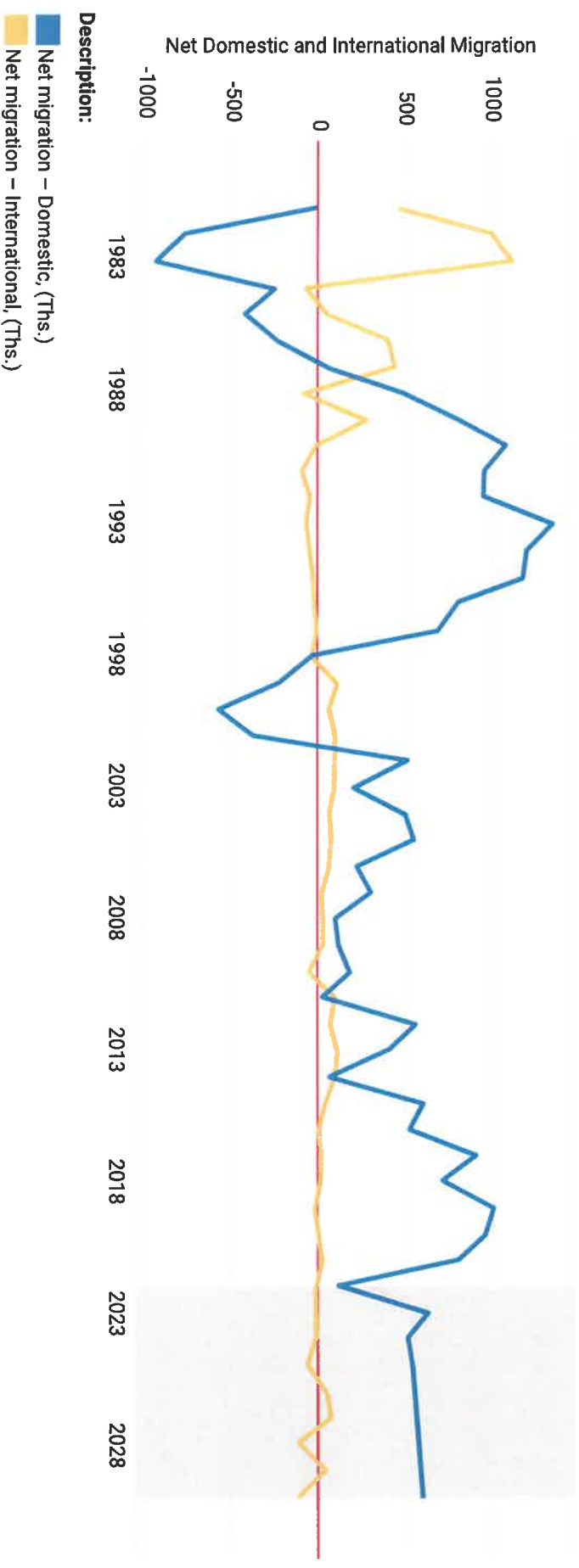
- Births, (Ths.)
- Deaths, (Ths.)
- Net Natural Population Change



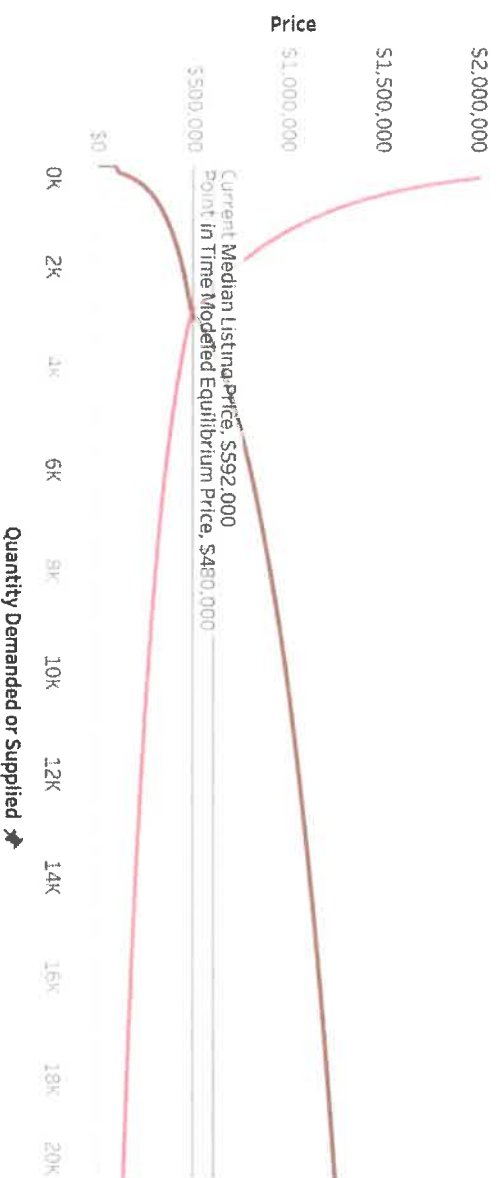
MORANT MCLEOD

Source: Moody's, Census Bureau, Morant McLeod Economics Group

Understanding Demand: Migration to Lincoln County



Estimates on supply and demand indicate that development is only part of the solution.



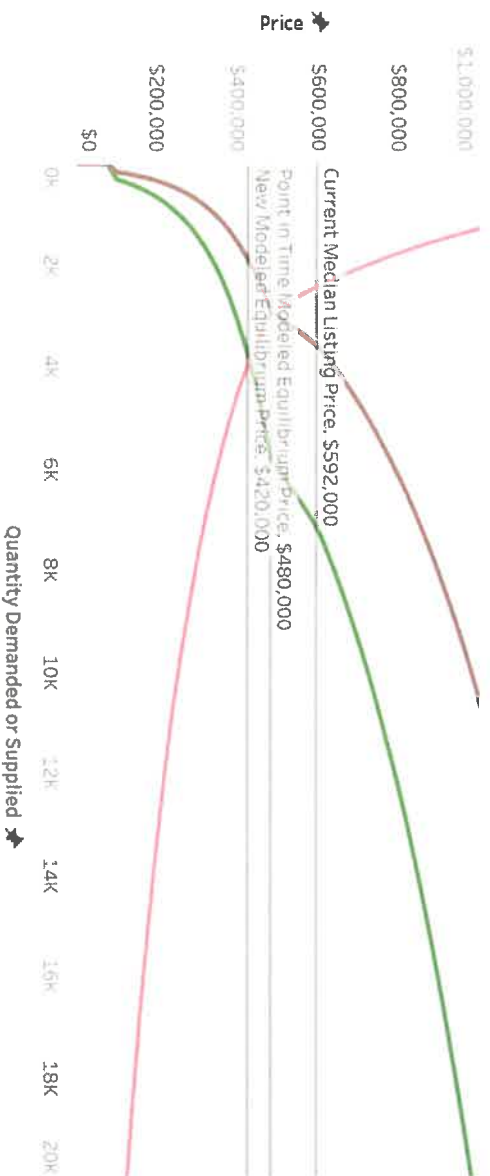
Sources: Realtor.com, Census Bureau, Federal Reserve
Modeling: Morant McLeod

Measure Names
Quantity Demanded
Quantity Supplied



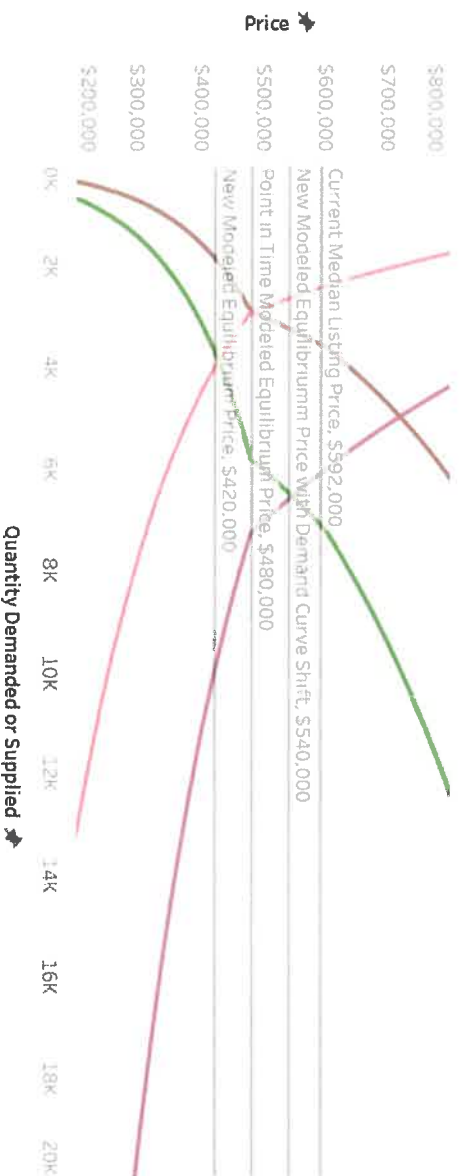
Median prices are currently higher than the modeled equilibrium price.

Artificially bringing down prices by increasing supply in the short term



Changing the supply may initially lower the equilibrium price

Long term effects on shifting supply has demand curve implications, eventually raising home prices



Sources: Realtor.com, Census Bureau, Federal Reserve
Modeling: Morant McLeod

- Measure Names**
- Quantity Demanded
 - Quantity Supplied
 - Supply Curve Shift
 - Demand Curve Shift

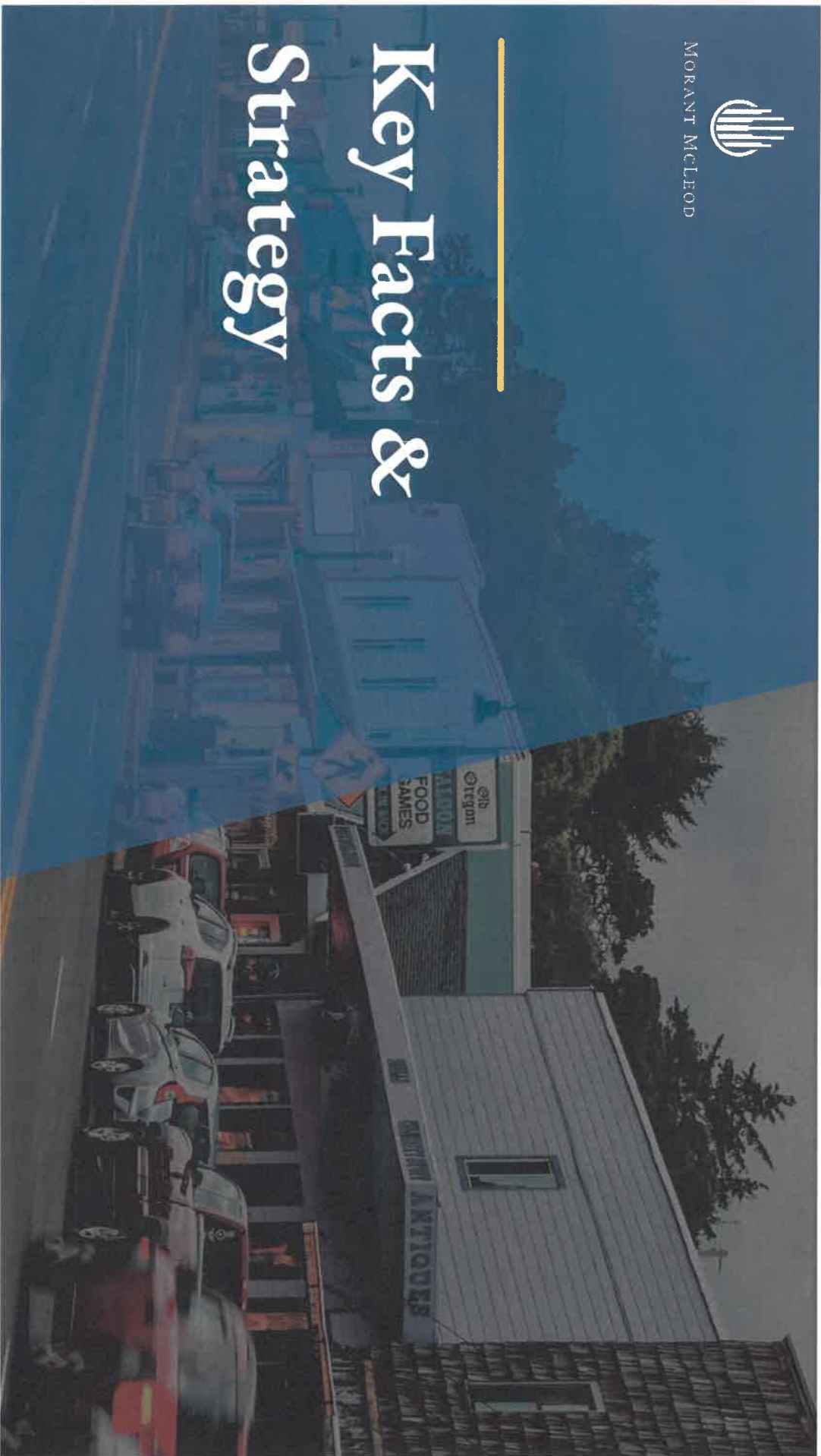


Each scenario must be carefully examined to understand the long term effects and ensure that we're planning appropriately.



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Key Facts & Strategy

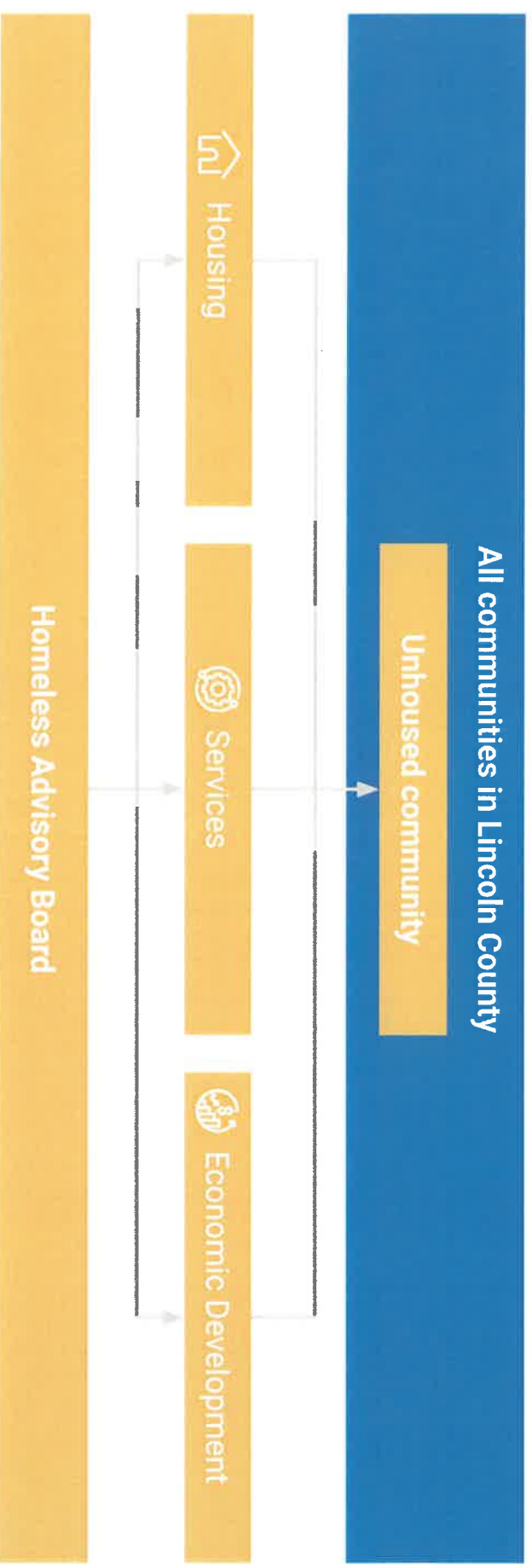


Key Takeaways

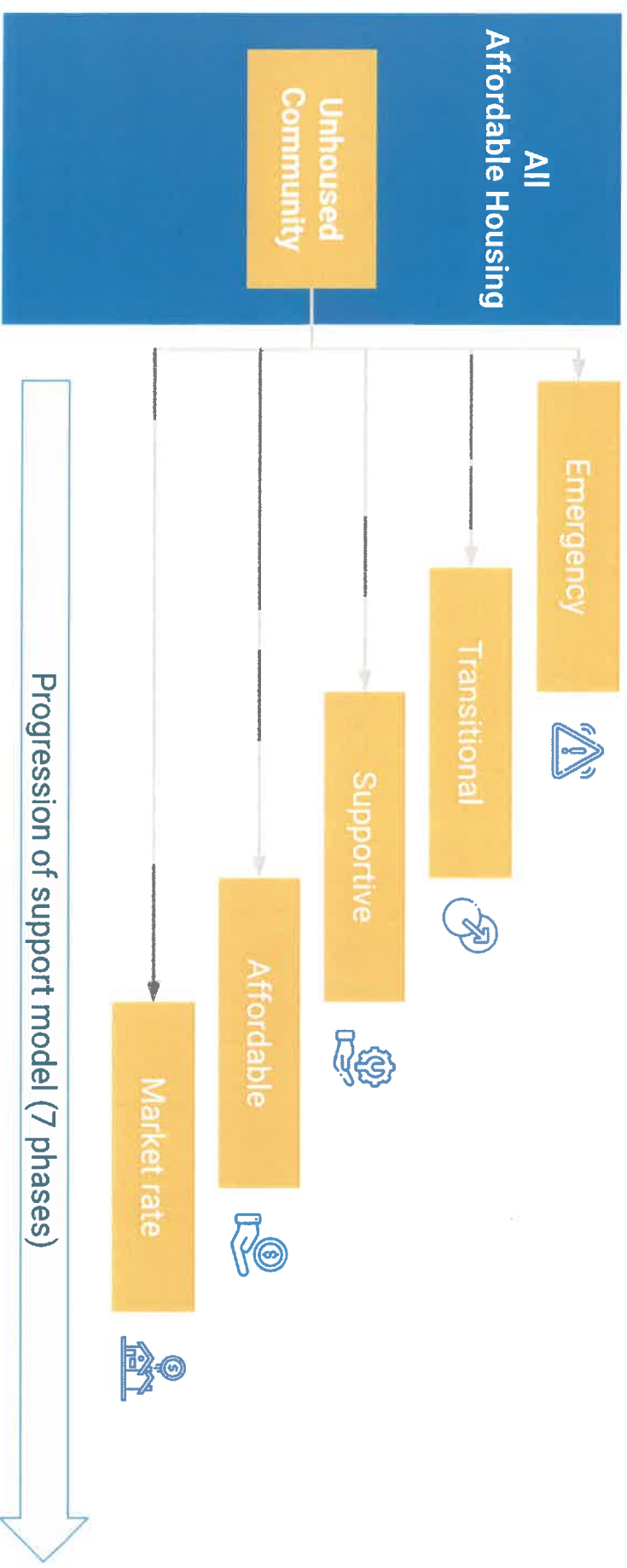
- 1 The unhoused community is **larger than historical data reports**; individuals have difficulties obtaining help.
- 2 There are significant differences between **current incomes and market rents**, placing accessibility pressures on those in poverty.
- 3 Supporting the local +167 community service providers in a **centralized, shared manner** can overcome fragmentation.
- 4 The size of the local population is declining, placing **additional pressures on those experiencing poverty**.
- 5 Economic solutions should have a **short-term and long-term view**.
- 6 Local unhoused community faces housing, services-related, and economic issues that make it **difficult to reach stability**.



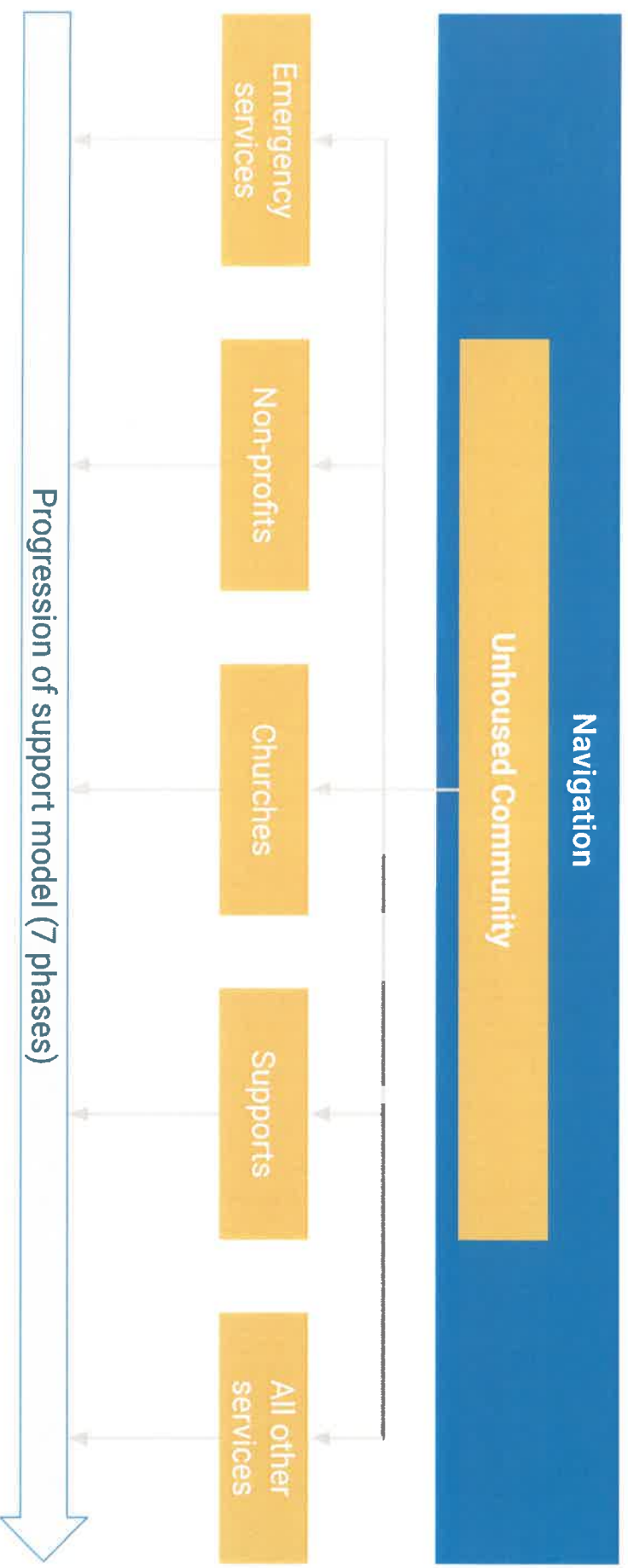
The Lincoln County Homeless Advisory Board to maintain its role after the plan is adopted, after the initial five years, and into the foreseeable future.



Housing organization to create housing opportunities and overcome affordable housing barriers



Services organization to overcome administrative fragmentation with technical support and navigation.



Economic organization to develop pipelines that support our unhoused and broader communities.





MORANT MCLEOD

Three Phase Approach

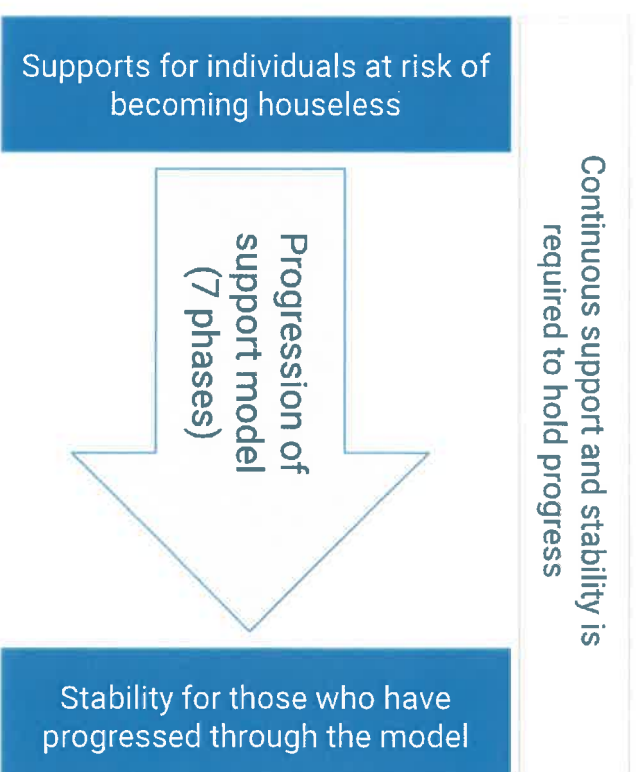


Key Recommendation

Lincoln County Homelessness Advisory Board to remain a permanent body that focuses on homelessness / houselessness. Each member has a council or commissioner seat as a liaison to LCHAB.



LCHAB to adopt the primary strategic goal of reducing homelessness to emergency and voluntary levels within 5 years.



Approach to Change

A three phase approach to coordinating the response to homelessness, creating the future vision.

Phase



Key milestones



1 Initiate Navigation Center

- Stand up navigation center.
- Develop the referral underpinnings of the service network and reporting mechanisms.

2 Public-public partnerships:

Develop pathway for administrative implementation.

- Working agreements with each of the principal groups.
- Visibility of line items within each municipal budget for each of the four dimensions.

3 Public-private partnerships:

Systems development & tactical implementation.

- Inclusion & buy-in of all relevant organizations within each of the four networks.
- Ability to regionally report on each networks activities.

Phase One: A navigation center is needed to centralize efforts across municipalities. The center acts as a hub of information with a connected, “no wrong door” approach.

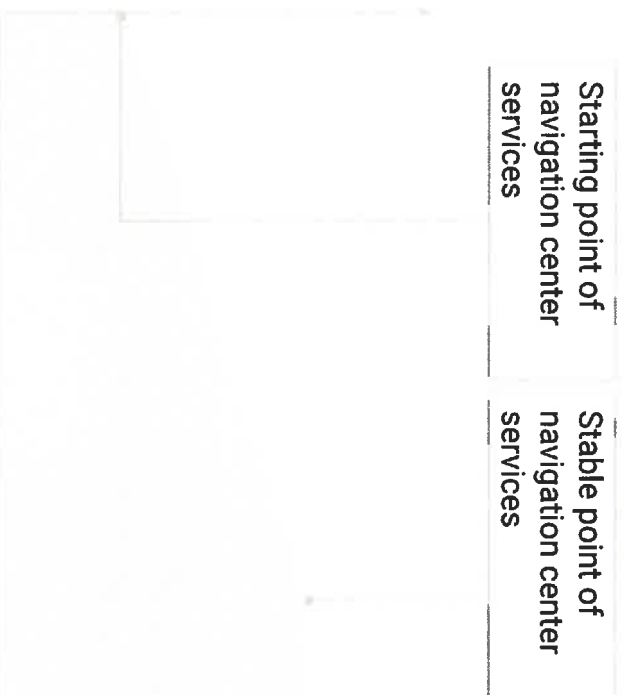


Initiating the navigation center at a communications and referral service level.



Depending on service need, the center will grow to a future stable point.

Resources



Time

Phase Two: Working relationships between LCHAB members and local organizations is needed to develop four required networks.

Cities
County
Tribe

Examine budget line items to determine what can be offered, joined, or already available.







Housing
Services
Economic Development
Transportation

Determine the value proposition for why / how each entity will be involved, and what's needed.

It's anticipated that innovative ways of working together will emerge from this phase, ultimately paving the way for efficiencies as LCHAB moves into the next phase.

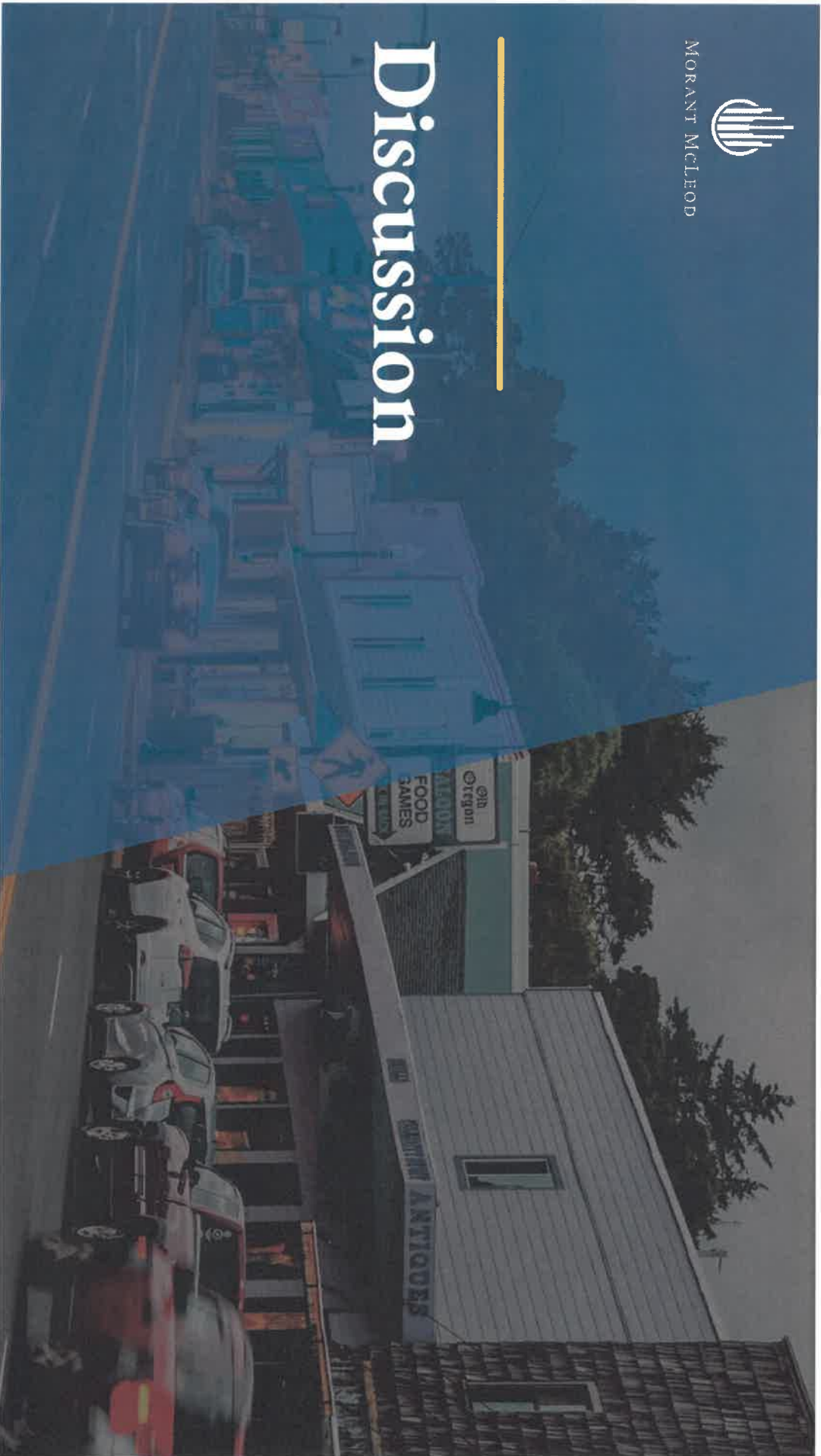
Phase Three: Build the four networks to include all local organizations. The product of each network will focus on the unhoused population, but also support the community at large.

Strategic Body	Principal Organizations	Networks	Outcomes
LCHAB & Navigation Center	 Housing	Shelters, Municipalities, Private Developers, Funders, Property Managers, Policy Staff, etc	Illumination of Unhoused Community Needs Determining System Needs Locate Funding & Joint Funding Asks
	 Services	Direct Service Providers, Indirect Service Providers, Municipal Services, Government Services, etc	Opportunities for Public-Private Partnerships Innovations
	 Economic Development	Employers, Potential Employers, Workforce Programs, Northwest Oregon Works, OCWCOG, Education Programs, etc	Reporting Integration into Service Progression Model
	 Transportation	Service Network, Service Providers, etc	



MORANT MCLEOD

Discussion





MORANT MCLEOD

Thank you

Morant McLeod

Ernest Stephens, Partner

ernest@morantmcleod.com

4145 SW Watson Ave Ste 350

Beverton, OR 97005

971-249-8445

Reports of Officers, Boards, or Standing Committees

Parks,

Library,

Fire Department,

County Sheriff's Office (LCSO),

Homeless Advisory

Staff Report

PUBLIC COMMENTS

OLD BUSINESS

Municipal Court Judge Appointment

MEMORANDUM TO COUNCIL

RE: Municipal Court Judge Appointment and Service Contract

Fr: City Recorder

Date: 11/13/23

ISSUE: Selecting a Municipal Court Judge

HISTORY: In September the city published an RFP for a municipal court judge. That RFP closed in October. We received one proposal. This individual has been interviewed by Councilor Trachsel and Mayor Worman. We have a prepared contract for the position as reviewed by the city's attorney Lori Cooper.

ACTION: requesting a motion to offer Arnold Poole a one-year personal service contract to provide municipal court judge services to the City of Siletz's Municipal Court.

CONTRACT TO PROVIDE
MUNICIPAL COURT JUDGE SERVICES
For the City of Siletz

THIS AGREEMENT is made and entered by and between:

CITY OF SILETZ, Oregon, a municipal corporation, hereinafter referred to as "CITY," and CONTRACT JUDGE, hereinafter referred to as "MUNICIPAL COURT JUDGE."

WHEREAS, the CITY desires the services of a CONTRACT JUDGE as a MUNICIPAL COURT JUDGE, pursuant to Section 21 of the Charter of the CITY; and

WHEREAS, CONTRACT JUDGE desires to serve as an independent contractor in said capacity, as MUNICIPAL COURT JUDGE, rather than as an employee, of the CITY; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with a MUNICIPAL COURT JUDGE to perform all functions and duties specified in Section 21 of the Charter of the City and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following items:
 - a. Court is held once per month. Duties that occur during court sessions each month, including any amount of time necessary to give follow-up guidance on how the court clerk is to handle a particular court case as follows:
 - i. Preside over arraignments, trials, and hearings for the following types of cases: violations, towing hearings, traffic, parking citations, and administrative appeals, any other non-criminal matter assigned to the Municipal Court by Siletz City ordinance or through agreement with the Lincoln County government and set forth in the courtroom calendar.
 - ii. Provide an overview of the Municipal Court judicial function to defendants and respondents who appear in the court, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;

- iii Develop and carry out policies for trial procedures and apply legal principles and make decisions consistent with the function of other municipal courts in Oregon;
- iv If employed for a year, participate in a minimum of one annual comprehensive MUNICIPAL COURT JUDGE evaluation to be completed by the City Council, similar to those undertaken by the City Recorder and City Attorney, at a date determined by the City Council;
- v Be conversant with all material required of other municipal judges, including any professional development attended;
- vi Coordinate with the City Attorney to reduce or eliminate the backlog of pending cases;
- vii Represent the CITY by being available to be a speaker and answer questions at schools or other forums to discuss issues of mutual interest to the Court and citizens; and in addition;
- viii The CITY may fix such other terms and conditions relating to the performance of the MUNICIPAL COURT JUDGE, to occur during the two court sessions each month, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

b. Duties that occur outside court sessions each month, if requested by the City:

- i Obtain the qualifications of municipal court judge according to ORS 221.142..
- ii Review annually the city's inventory of cases;
- iii Prepare, with assistance from court staff and the city attorney, an annual report concerning Municipal Court operations and personally present that report to the Council;
- iv Annually review and recommend changes to the Siletz Municipal Code which relates to the Municipal Code
- v Make recommendations to the City to improve the financial or other operating conditions of the Court; and
- vi The city may fix such other terms and conditions relating to the performance of the Municipal Court Judge, recognizing that such additional work may require additional payment, as it may determine from time to time, provided such terms and conditions are not

inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

2. Compensation. \$500.00 per court session ("base rate"), payable monthly. Beginning at the commencement of the Agreement and through the term of the contract, CITY agrees to pay the MUNICIPAL COURT JUDGE a monthly \$500.00 per court session. If for any reason the MUNICIPAL COURT JUDGE is unable to carry out the duties of a Municipal Court Judge, a Judge Pro Tem may perform their duties pursuant to paragraph 4 herein. Counsel may terminate this contract if the MUNICIPAL COURT JUDGE fails to appear five times during the term of this Agreement.
3. Independent Contractor. In performing the duties, MUNICIPAL COURT JUDGE shall serve as an Independent Contractor and not as an employee of the CITY. The parties agree that this MUNICIPAL COURT JUDGE is exempt from the minimum wage and overtime provisions of ORS 653.268 because this administrative, executive, or professional work meets the definition found in ORS 653.020(3).
4. Pro Tem Services. It is anticipated that MUNICIPAL COURT JUDGE may not be able to attend all court sessions due to factors including but not limited to ethical conflicts, scheduling conflicts, vacations, illness, and that in order to ensure expedient administration of the court, these absences require the use of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when MUNICIPAL COURT JUDGE must be absent from that position. Therefore:
 - a. MUNICIPAL COURT JUDGE shall nominate three potential pro tem judges to the City Council. These persons shall all be members of the Oregon State Bar, in good standing, and must be satisfactory to the City Council. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by MUNICIPAL COURT JUDGE and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge will be an independent contractor and not an employee of the CITY, but shall exercise the same functions, duties, powers, and responsibilities as those assumed by MUNICIPAL COURT JUDGE pursuant to this Agreement.
 - b. The compensation of any pro tem municipal court judge shall be paid by the CITY a flat fee of \$250.00 per session.
5. Term. One year, commencing on the date of appointment by resolution of City Counsel or until earlier termination according to the provisions herein. The term of this Agreement may be extended or renewed if the parties mutually agree, but such extension or renewal shall be in writing to be effective. Notwithstanding anything contained in this contract or by previous unwritten practice, MUNICIPAL COURT JUDGE shall serve at the pleasure of the City Council. The City Council is the sole judge of MUNICIPAL COURT JUDGE's performance or non-performance. No rights, responsibilities, or other benefits shall extend beyond the term

of this Agreement and nothing in this Agreement shall be deemed to vest in MUNICIPAL COURT JUDGE any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

6. No Benefits. The MUNICIPAL COURT JUDGE and City acknowledge that there is no retirement, paid leave, medical, insurance or benefits beyond those specified in this Agreement that will be afforded to the MUNICIPAL COURT JUDGE or any pro tem judge.
7. Hours of Work. It is recognized that the hours devoted by the judge in the performance of their responsibilities may vary with the caseload of the Court. The hours in which court are held is set by Order. If court will be held outside of the pre-determined hours, it will be with the consent of the CITY or a Pro Tem Judge will be assigned. The CITY and MUNICIPAL COURT JUDGE recognize the MUNICIPAL COURT JUDGE may be working hours, outside of those indicated in the Order, on administrative functions and special projects. The MUNICIPAL COURT JUDGE shall file monthly invoices with the Court Clerk describing the amount of time devoted to judicial
8. Termination. This Agreement may be terminated immediately in the event the MUNICIPAL COURT JUDGE is indicted for any illegal act. CITY may, at any time, terminate this Agreement, with or without cause, upon thirty (30) days' written notice, in which event MUNICIPAL COURT JUDGE shall be entitled to all compensation then due. The MUNICIPAL COURT JUDGE serves at the pleasure of the City Council.
9. Resignation. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MUNICIPAL COURT JUDGE to resign at any time, subject only to the provisions set forth in this Agreement. In the event that the MUNICIPAL COURT JUDGE voluntarily resigns their position with the CITY, the MUNICIPAL COURT JUDGE shall provide a minimum of sixty (60) days' notice to the CITY in order to resign in good standing with the CITY, unless the parties agree otherwise.
10. Indemnification. CITY agrees to indemnify, defend and hold harmless the MUNICIPAL COURT JUDGE against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of MUNICIPAL COURT JUDGE in the performance of this contract, provided the alleged act or omission is occurring within the course and scope of the MUNICIPAL COURT JUDGE 's duties as Municipal Court Judge unless the act or omission involved gross negligence or willful or wanton conduct under which circumstance the MUNICIPAL COURT JUDGE shall be responsible for any and all damages, costs and fees caused by the misconduct or negligence.
11. Periodic Review. In addition to the comprehensive MUNICIPAL COURT JUDGE evaluation process referred to herein, the City Council may review the performance and compensation of the MUNICIPAL COURT JUDGE by such method and at such times as the City Council shall deem appropriate.
12. Professional Development. The CITY encourages the professional growth and development of the MUNICIPAL COURT JUDGE and encourages participation in education, seminars

and/or conferences related to their duties as Municipal Court Judge. The parties agree that the MUNICIPAL COURT JUDGE shall be reimbursed for up to a maximum of \$500/year for attending one or more judicial trainings, judicial conferences or judge-related continuing legal education courses. The parties agree that an hourly rate will not be paid to the MUNICIPAL COURT JUDGE for attending such conferences or trainings. Professional development expenses are reimbursable; Receipts must be submitted within 90 days of attendance.

13. Integration. This Agreement sets forth and establishes the entire understanding between the CITY and the MUNICIPAL COURT JUDGE, and it supersedes any prior oral or written understandings or communications between the parties. The parties may amend any provision of this Agreement during the life of the Agreement by mutual written Agreement only, signed by both Parties. Such amendments shall be incorporated and made a part of this Agreement.
14. Time of Essence. Time is of the essence with respect to all dates and time periods in this Agreement.
15. Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
16. Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
17. Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
18. Termination. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.
19. Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.
20. Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
21. Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
22. Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Lincoln County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in or near Lincoln County, Oregon.
23. Modification or Amendments. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the parties.

24. Waiver. Failure of either party at any time to require the performance of any provision of this Agreement shall not limit the parties' rights to enforce the provision or provisions, nor shall any waiver of any breach of any provision or provisions be a waiver of any succeeding breach of the provision itself or any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, by the *signature below of the 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 sign this Agreement.

City of Siletz

Municipal Court Judge

Will Worman

Arnold Poole

Date: _____

Date: _____

ATTEST:

City Recorder

Fire Station Land Use Request-
Siletz Fire District Fire Chief
David Lapof

November 27, 2023

City of Siletz, Council
Buford Ave
Siletz, Oregon 97380

Mayor Worman and City Council Members.

As previously discussed, the Siletz Fire District would like the use of the property that lies directly to the south of the current fire station at 149 W. Buford Ave. If we could be placed on the City's agenda to present and discuss this matter it would be appropriated.

This discussion would allow us to move forward with the planning and funding for an additional fire station that would primarily be to house our apparatus.

The station would be approximately 80 feet x 120 feet of steel construction with five apparatus bay doors facing Bensele St., as shown in this approximate layout and design. (see attached)

I have also included the existing agreement with the City of Siletz and the Siletz Fire District. If the council is supportive of this location and design, we would like to begin a conversation about a formal lease agreement or transfer of the property to the Fire District. that in addition to the existing fire station property but also the property to the south for expansion.

I look forward to your and the council's discussion.

Thank you for your time.

Sincerely,

Dave Lapof, Fire Chief
dlapof@siletzfire.com
541-272-1958

Barbara Chestler

From: Worman, William K <William.Worman@gapac.com>
Sent: Monday, November 6, 2023 2:31 PM
To: Barbara Chestler
Subject: FW: Fire Station Property
Attachments: Short Lease Agreement.pdf; Full Lease Agreement.pdf; Siletz Station Expansion Existion.docx; Station Property Proposed .pptx; Mystery Document.pdf; Station design 2 10-26-23.pptx; City of Siletz.docx

According to this lease agreement, this ended in 2007.

Will Worman
Environmental Specialist
Georgia Pacific Toledo LLC.
541-272-1730

From: David Lapof <dlapof@siletzfire.com>
Sent: Monday, November 6, 2023 1:59 PM
To: Worman, William K <William.Worman@gapac.com>
Subject: Fire Station Property

Sent by an external sender

Willy, here is all the documents I could find. I have also included a few map images and slides that show approximately what we're thinking in regards to design and property.

I also found one other lease / title document. I almost think it's for the Post Office but it has info related to the fire district .. so I'm just not sure.

Anyway, mull this over.. let me know your thoughts and how best to proceed.

Dave

Dave Lapof, Fire Chief
Siletz Valley Fire District
149 W. Buford Ave
PO Box 380
Siletz, Oregon 97380

541-272-1958 Cell
541-444-2043 Station
dlapof@siletzfire.com

LEASE AGREEMENT

Dated this 9th day of February, 1982

Parties to this lease are CITY OF SILETZ, a municipal corporation in Lincoln County, Oregon, Landlord, and SILETZ RURAL FIRE PROTECTION DISTRICT, a municipal corporation, Tenant.

Landlord leases to Tenant the real property described at "Exhibit A" attached hereto and by this reference made a part hereof on the terms and conditions stated below.

SECTION 1. OCCUPANCY

1.01 Original Term. The term of this lease shall commence on the 9th day of February, 1982 at the hour of midnight and continue through the 9th day of February, ~~1982~~ ²⁰⁰⁷, at the hour of midnight.

1.02 Possession. Tenant's right to possession and obligations under the lease shall commence on the 9th day of February, 1982.

SECTION 2. RENT

2.01 Rent. Tenant shall pay to Landlord, in advance, the sum of ONE AND NO/100 (\$1.00) DOLLARS per year during the original term of this lease.

2.02 The rental shall be the same as for the original term for any renewal period provided herein.

SECTION 3. REPAIRS

3.01 Landlord shall not be required to make any repairs, alterations, additions or improvements to or upon the premises which are the subject of this lease. However, Tenant does intend to make improvements and construct buildings on said premises and does hereby covenant with Landlord to keep the said improvements and buildings in good repair. The question of what constitutes "good repair" within the meaning of the terms and provisions of this lease at any given time during the term of this lease shall be arrived at by mutual agreement of

the parties and in arriving at such determination the parties shall consider the condition of other buildings and improvements in the area and the purpose for which the Tenant's building or improvement is being maintained. If the parties cannot agree on whether or not Tenant is, at any given time, keeping the buildings and improvements on said premises in good repair, the matter shall be submitted to arbitration as provided by the terms of this lease agreement.

SECTION 4. LIABILITY

4.01 The Landlord shall not be liable to the Tenant for any damage to person or property resulting from the negligence of any person other than Landlord, its agents or employees.

4.02 Tenant shall hold the Landlord harmless against any and all claims for injury or damage of every nature arising directly or indirectly from Tenant's use of the leased premises suffered during the term of this lease by any person or property in or about the premises. Tenant, at Tenant's expense, shall defend the Landlord against any suit or action arising from such injury or damage and all appeals therefrom and shall satisfy and discharge any judgment or decree that may be awarded against Landlord in any such proceeding.

SECTION 5. LIABILITY INSURANCE

5.01 Tenant further agrees that it will at all times during the term hereof, at its own expense, maintain and keep in effect liability insurance policies in form and with an insurer satisfactory to Landlord insuring both the Landlord and the Tenant against all liability for damage to person or property in or about said leased premises in an amount not less than the maximum liability of a public body as defined from time to time by the Oregon Tort Claims Act, or in the absence of such definition in an amount not less than \$500,000.00 for injury to one (1) person; \$1,000,000.00 for injuries arising out of any one incident; and not less than \$100,000.00 for property damage; and Tenant agrees to furnish and deliver to the Landlord satisfactory evidence of such

insurance coverage.

SECTION 6. ALTERATIONS

6.01 It is mutually agreed that said leased premises are leased for the purpose of Tenant constructing, maintaining and operating a fire hall and related facilities and uses and Tenant intends, and is authorized hereby, to make and construct improvements including buildings on said premises.

6.02 All improvements to the leased premises and buildings constructed thereon by Tenant shall be the property of Tenant when installed unless specifically provided otherwise by written amendment to this lease agreement.

Provided, however, Tenant agrees not to remove the improvements or buildings constructed on the leased premises by Tenant until the end of the lease term or until the lease is otherwise terminated. At the end of the term of the lease or in the event the lease is otherwise terminated, Tenant shall have six (6) months from the date of termination in which to remove the buildings or other improvements constructed on the land by Tenant or to arrange a sale of said buildings and improvements to Landlord or to a third party with the consent of Landlord, which consent shall not be unreasonably withheld. In the event arrangements have not been made for the sale or removal within said six (6) month period after the date of termination, any improvements, including buildings constructed on the leased premises by Tenant, shall automatically become the property of Landlord.

Tenant agrees that in the event the leased premises are damaged by reason of Tenant's removal of any improvement or buildings constructed thereon by Tenant, the Tenant shall promptly repair such damage at Tenant's expense to at least the condition of said leased premises immediately prior to Tenant constructing any such improvements or buildings on the leased premises.

SECTION 7. NON-WAIVER

7.01 It is expressly understood and agreed that the waiver by Landlord of any default under the terms hereof whether in the payment of rental or otherwise, shall in no event be considered a waiver of any subsequent breach of the same or any other covenants or conditions herein contained.

SECTION 8. CONDITION UPON TERMINATION

8.01 Upon expiration of the lease term or earlier termination on account of default, the demised premises shall be returned to Landlord in at least as good condition as the premises were in immediately prior to the time any improvements or buildings were constructed thereon. Improvements made to said premises by Tenant and buildings constructed thereon by Tenant shall be removed as provided by the terms of this lease. Tenant's obligation to repair shall be completed to the latest practical date prior to surrender of the premises, reasonable wear and tear and damage by fire or other casualty excepted.

SECTION 9. USE OF THE PREMISES

9.01 Permitted Use. The premises shall be used for a fire hall and other related facilities and uses. If these uses are prohibited or made impossible by law or governmental regulation this lease shall terminate. However, it is agreed that the Landlord shall not derogate from the Tenant's intended use of the premises as a fire hall by any act, regulation or ordinance.

9.02 Restrictions on Use. In connection with the use of the premises Tenant shall:

9.02(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, including structural changes to effect such compliance;

9.02(b) Refrain from any use which will be reasonably offensive to the Landlord or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises, provided that normal uses associated with operation of a fire hall shall not be construed to be a nuisance;

9.03 Continuity of Use. Tenant shall use the premises continuously for the purposes and uses herein designated and permitted except to the extent the use is interrupted or prevented by causes beyond the Tenant's control.

SECTION 10. TAXES

10.01 It is mutually agreed and understood between the parties hereto that while Landlord's property as such is not subject to taxation, any such property does become subject to taxation when leased out or used for a non-governmental use. It is also mutually agreed and understood that Tenant is an Oregon municipal corporation and as such is not subject to taxation on its property when used for a governmental purpose. However, it is an accepted fact that all improvements made or used by Tenant, including buildings constructed on the premises by Tenant as well as the real property upon which the buildings have been constructed, may now or hereafter be subject to taxation and Tenant agrees and covenants to pay any and all taxes of whatever kind or nature assessed against said real property which is the subject of said lease, buildings constructed on said leased premises, and improvements made to said leased premises as they become due and before they become delinquent and furnish proof of said payment to Landlord for each tax year. Further, Tenant covenants with Landlord that Tenant shall pay as they become due and before they become delinquent, any personal property taxes assessed against any of Tenant's personal property, including but not limited to machinery, tools, equipment, inventory and the like, located upon the leased premises.

SECTION 11. FIRE

11.01 In the event of the destruction of any building or insurable improvement made or constructed on the leased premises by Tenant by fire or fire and water or acts of God to the extent of fifty percent (50%) of the sound value thereof, the Tenant may elect to reconstruct and the Tenant shall notify Landlord of its intention within thirty (30) days. In the event that Tenant elects not to reconstruct, the lease shall terminate and the Tenant shall, at Tenant's own expense, clean up the leased premises and remove debris, improvements, buildings or the remaining parts thereof and return the leased premises as near as practical to the same condition that existed immediately prior to the time said improvements or buildings were constructed thereon.

11.02 If Tenant elects to reconstruct, there shall be no abatement of rent to cover the entire period of time between the day of any fire or act of God and the day on which construction is completed. If any such improvements or buildings be but partially destroyed by fire and the damage so occasioned shall not amount to the extent indicated above, Tenant shall make repairs with all convenient speed and for the period of time between such fire and until such repair has been substantially completed there shall be no abatement of rent.

SECTION 12. COSTS FOR DEFAULT ACTION

12.01 It is understood and agreed that in the event that suit or action is instituted by either party hereto to procure any remedy for any breach hereof, the prevailing party shall be allowed such sum as the Court may adjudge reasonable as attorneys fees and Court costs in such suit or action or any appeal or appeals taken therefrom.

SECTION 13. DEFAULT AND REPOSSESSION

13.01 No default shall be declared in connection with any matters pertaining to this lease agreement until after thirty (30) days notice in writing specifying the matters claimed to be in default. In the event the matter claimed to be in default is corrected within the

thirty (30) day period or if the matter to be corrected cannot be completed within thirty (30) days and work has commenced on said matter in default, then no default shall be declared.

SECTION 14. ENTRANCE

14.01 It is understood and agreed that the landlord, by and through its Public Works Superintendent, or other person appointed by the City Council, may enter upon said leased premises during any reasonable business hours for purpose of inspecting said premises for compliance with the terms of this lease.

SECTION 15. OPTIONS TO RENEW

15.01 Renewal Option. If this lease has not been in default, the Tenant shall have the option to renew this lease for one (1) successive term of twenty-five (25) years under the following conditions.

15.02 The renewal term shall commence on the day following the date of the termination of the preceding original term.

15.03 The option may be exercised by written notice to Landlord given not less than one hundred eighty (180) days prior to the last day of the expiring original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

15.04 The terms and conditions of the lease for the renewal term, including rental, shall be identical with the original term.

SECTION 16. ARBITRATION

16.01 The parties covenant and agree that any claim or controversy arising out of this lease agreement or breach thereof, shall be submitted for arbitration in the following manner: Landlord shall appoint one (1) arbitrator, the expense of such arbitrator to be borne by Landlord; Tenant shall select one (1) arbitrator, the cost of such arbitrator to be borne by Tenant; and the two (2) arbitrators selected by Landlord and Tenant respectively shall appoint a third arbitrator; the expense of such third arbitrator to be borne equally by Landlord

and Tenant. The three (3) arbitrators shall arrive at a decision acceptable to the majority of them and Landlord and Tenant covenant and agree that they will be bound by the decision arrived at by said arbitrators.

SECTION 17. MARGINAL HEADINGS

17.01 The marginal headings above the sections and subsections in this lease agreement are for the purpose of convenience and heading only and the words contained therein shall in no way be held to explain, modify or aid in the interpretation, construction or meaning of the provisions of this lease agreement.

SECTION 18. RIGHT TO EXECUTE

18.01 Landlord covenants with Tenant that Landlord is the owner of said demised premises and that it has good right to lease the same for the term upon the conditions herein specified by them to be kept and performed. Tenant covenants with Landlord that it has the authority to enter into this lease and to perform the terms and conditions thereof. Tenant may and shall peaceably and quietly have, hold and enjoy the said demised premises for the term hereinabove specified, providing always, that Tenant has faithfully kept and performed all covenants and conditions herein contained.

SECTION 19. NOTICES

19.01 All written notices by Landlord to Tenant shall be sent to Tenant by certified or registered mail in duplicate, addressed to:

SILETZ R.F.P.D.
c/o Jay Johnson
P.O. Box 382
Siletz, OR 97380

-and-

SILETZ R.F.P.D.
c/o James M. Gillis
P.O. Box 1270
Newport, OR 97365

All written notices by Tenant to Landlord shall be sent to Landlord by certified or registered mail to:

CITY OF SILETZ

Siletz, OR 97380

or to such other address as may be indicated from time to time in writing.

Any written notices sent by certified or registered mail shall be deemed to have been served as of the date it is mailed in accordance with the foregoing provisions.

SECTION 20. ASSIGNMENT

20.01 Tenant shall not have the right to assign this lease or any interest therein.

SECTION 21. SUCCESSION

21.01 Subject to any other limitation on transfer of Tenant's interest, this lease shall be binding upon and enure to the benefit of the parties, their respective successors and assigns.

SECTION 22. RECORDATION

22.01 This lease shall not be recorded without the consent in writing of the Landlord. This Landlord shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and the Tenant may record the memorandum.

LANDLORD:
CITY OF SILETZ

By: 1st Roy Weaver
Mayor

Attest: 1st Charles Skinner
City Recorder

TENANT:
SILETZ RURAL FIRE
PROTECTION DISTRICT

By: Gay B. Johnson
Chairman

Attest: William St. Germain
Secretary

AMENDMENT TO LEASE AGREEMENT

DATED this 11 day of July, 1983.

Parties to this Amendment of Lease are the CITY OF SILETZ, a municipal corporation in Lincoln County, Oregon, Landlord, and SILETZ RURAL FIRE PROTECTION DISTRICT, a municipal corporation, Tenant.

WHEREAS parties hereto entered into a lease dated February 9, 1982, a copy of which is attached hereto marked Exhibit A and by this reference made a part hereof;

WHEREAS tenant found that it was economically unfeasible to construct its intended fire hall on the property leased from landlord pursuant to the terms of the original lease Exhibit A;

WHEREAS the tenant has requested the landlord to amend the original lease agreement to substitute another parcel of property owned by landlord described at Exhibit B, attached hereto, and by this reference made a part hereof, in place of the parcel described in the original lease, now therefore,

LANDLORD AND TENANT AGREE AS FOLLOWS:

1. That the original lease agreement between the parties is hereby amended by substituting the real property hereinafter described at Exhibit B for the real property described in their original lease agreement which is attached as Exhibit A.

2. That the lease agreement shall not pertain to or cover any buildings now on the real property to be substituted

described at Exhibit B.

3. Except as herein specifically amended the terms and provisions of the original lease agreement between the parties is hereby ratified and confirmed by the parties.

LANDLORD:
CITY OF SILETZ

TENANT:
SILETZ RURAL FIRE
PROTECTION DISTRICT

By: *Rudolph Kellerman*
Mayor

By: *Joseph B. Johnson*
Chairman

Attest: *Charles Sherry*
City Recorder

Attest: *William M. [unclear]*
Secretary

EXHIBIT B

A tract of land beginning at the Northeast corner of Lot 51 of the Plat of the Subdivision of the Siletz Indian Reservation, sheet 1, in Section 4 and 9, Township 10 South, Range 10 West of the Willamette Meridian, Lincoln County, Oregon, as recorded in County Survey #1858; thence West along the North line of Lot 51, 100 feet to the true point of beginning, said point being the Northwest corner of that tract described in Book 180, page 289, deed records for Lincoln County, Oregon; thence continuing West along said North line 130 feet to the centerline of an improved street; thence South along said centerline 200 feet; thence East 130 feet to the Southeast corner of that tract described in Book M.F. 57, page 1214, deed records for Lincoln County, Oregon; thence North along the West line of said tract 100 feet to the Northeast corner thereof; thence continuing North 100 feet along the West line of that tract described in Book 180, page 289, to the point of beginning.

Excepting from the above described tract the West 30 feet for a city street.

BOOK 15 PAGE 311

SILETZ VOLUNTEER FIREMEN



P.O. Box 382 • Siletz, Oregon 97380 • Business 444-2043

RECEIVED
AUG 23 1983

August 9, 1983

LINCOLN COUNTY PLANNING DEPT.
COURT HOUSE
NEWPORT, OREGON 97365

County Commissioners
Lincoln County Courthouse
Newport, Oregon 97365

Dear Board of Commissioners,

The Siletz Volunteer Fire Department is building a new firehall with donations and volunteer labor.

The Board is asking you to forego the expense of the building permit and any other permit that maybe needed in order for us to do more work on the fire hall.

Thank you for your consideration.

Sincerely,

Jay B. Johnson

Jay Johnson
Board Chairman, SRFPD

JJ/djh

Date: 8-18-83
County Clerk: *[Signature]*
Comm. Clerk: *[Signature]*
Comm. Desk: *[Signature]*

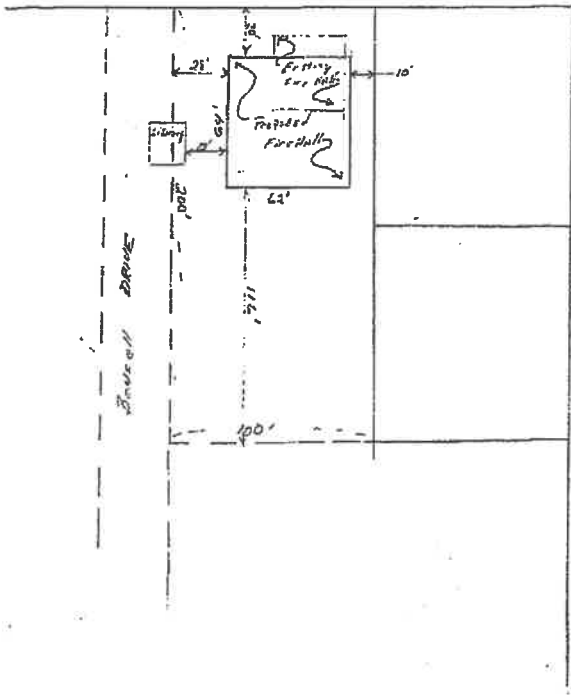
*I gave the County part of
the permit fee - J.E.*

Denied
Forward
Routing
Return
See
Council
Other
Action Requested

BOOK 15 PAGE 310



W. Buford Ave



Gather.

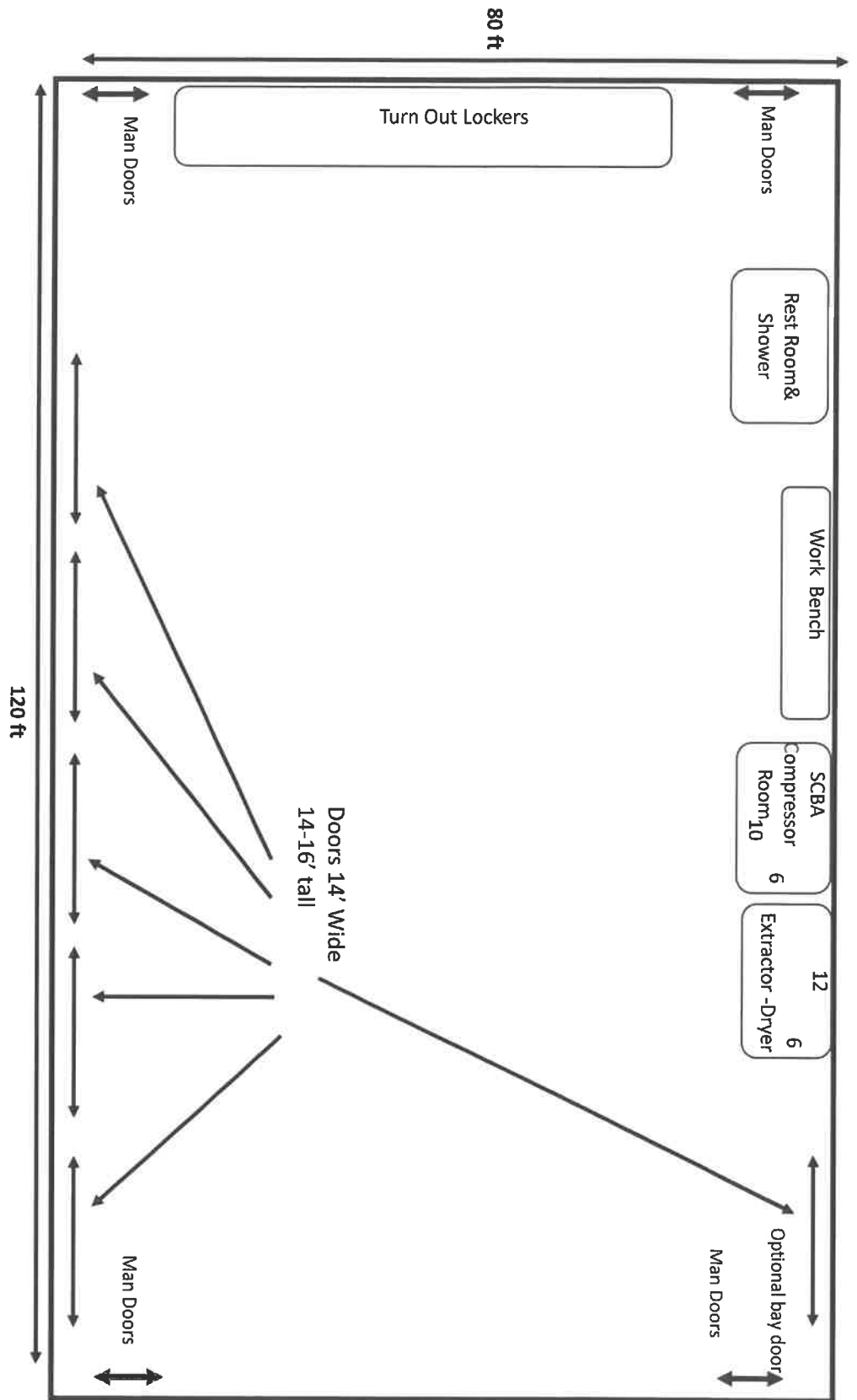
Site 21 Fire Hall



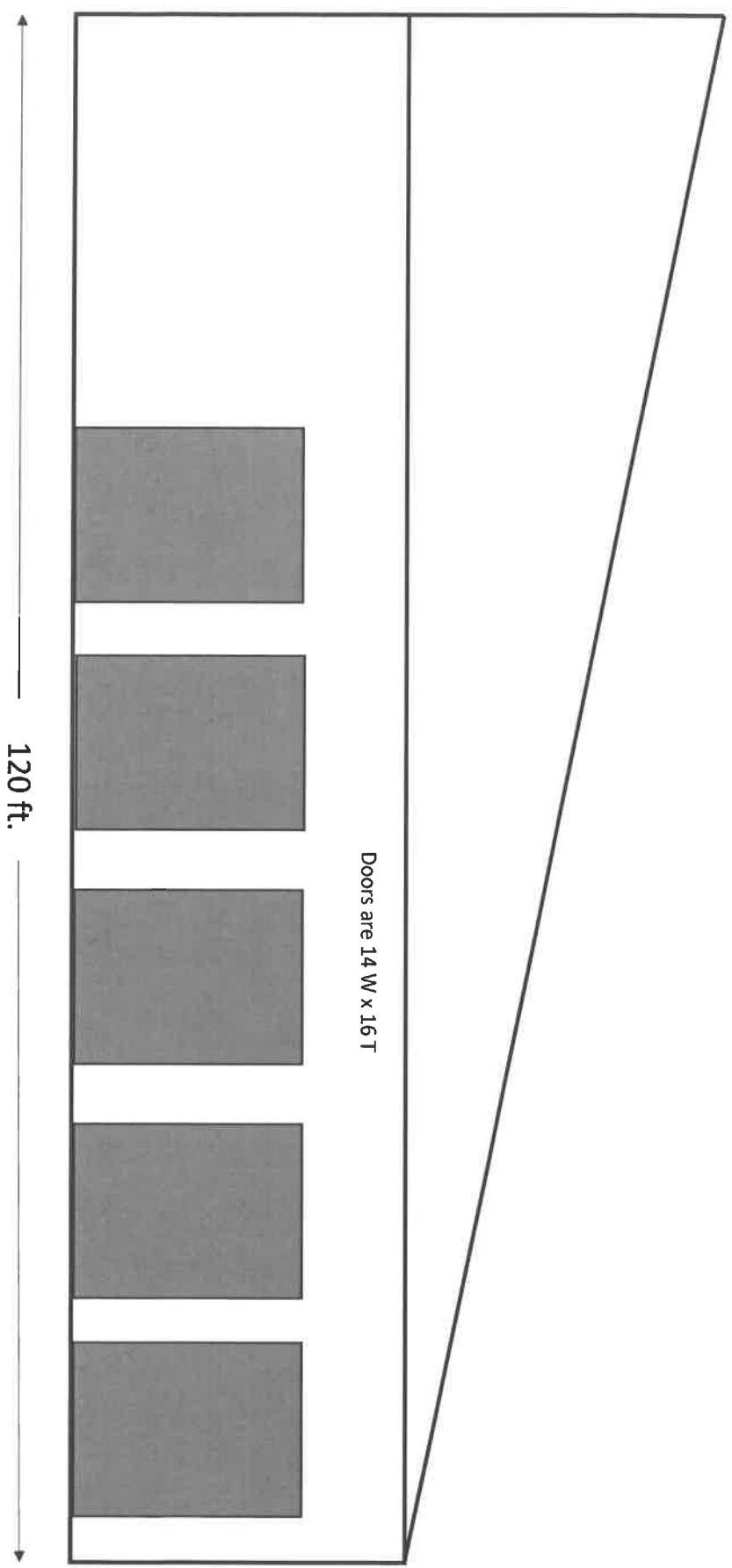
Siletz Station Expansion



NOT TO SCALE



NOT TO SCALE



Doors are 14 W x 16 T

120 ft.



P.O. Box 318
Siletz, OR 97380



Ph. (541) 444-2521
Fax (541) 444-7371



August 25, 2006

Siletz Rural Fire Protection District
Mike Sorenson, Chairman of the Board
P.O. Box 380
Siletz, Oregon 97380

Dear Mike:

At their regular meeting held on Thursday, August 10th, 2006 the Siletz City Council approved the Fire Departments request to renew their lease for a twenty-five (25) year period as established in the original lease dated February 9th, 1982. The City also looks forward to continuing to work with the fire department in keeping services available for all citizens of the Siletz area.

Sincerely,

Daniel Smith
Mayor

SILETZ RURAL FIRE DEPARTMENT

P.O. Box 380
Siletz, Oregon 97380
541-444-2043

April 13, 2006

City of Siletz
PO Box 318
Siletz, OR 97380

RE: Renewal of Lease with Siletz Rural Fire Protection District

Dear Mayor and Councilors:

This letter comes to provide notice that the Siletz Rural Fire Protection District is exercising its option to renew the lease for the fire station property. The lease was dated February 9, 1982 and was amended by agreement dated July 11, 1983.

The lease provides at Section 15 that the fire district has the right to renew the lease for one 25-year period following the term of the original lease. The option is to be exercised by written notice to the City given not less than 180 days prior to the last day of the expiring term. The agreement provides that the giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. It also provides that the renewal term, including rental, shall be identical to the original term.

Along with this letter, the District is enclosing a check in the sum of \$25.00 as full payment of the rent for the renewal term of the lease. The District looks forward to the continued cooperation between the Fire District and the City in having the property available for the fire station.

Very truly yours,



Chairman of the Board
Siletz Rural Fire Protection District

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, acting by and through the Public Housing Administration, under and pursuant to the powers and authority contained in the provisions of the Lanham Act (54 Stat. 1125; 42 U.S.C. 1881) as amended and Reorganization Plan No. 3 of 1947 (12 P.R. 4981), for and in consideration of the sum of Three Thousand Seven Hundred Twenty-One and 57/100 Dollars (\$3,721.57) to it duly paid by the City of Siletz, Oregon, the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the said City of Siletz, Oregon, successors and assigns all its right, title and interest in and to the following described property situate in the County of Lincoln, State of Oregon, to-wit:

All that tract or parcel of land lying and being in Subdivisions 50 and 51, in the Townsite of Siletz, Lincoln County, Oregon, and more particularly described as follows:

Beginning at an iron pipe at the Southeast corner of Subdivision 51 in the Townsite of Siletz, Oregon, as recorded in the General Land Office; thence North 0° 03' West 370 feet; thence South 89° 55' West 100 feet; thence North 0° 03' West 200 feet; thence South 89° 55' West 410 feet; thence South 0° 03' East 100 feet; thence South 89° 55' West 150 feet; thence South 0° 03' East 470 feet; thence North 89° 55' East 560 feet to the point of beginning, containing 7.83 acres of land, more or less, together with easements appurtenant thereto described as follows:

A perpetual easement to construct, operate, maintain and repair a water line and concrete piers supporting a water line across the Siletz River more particularly described as follows:

A strip of land 20 feet wide, being 10 feet on each side of the following described center line:

BEGINNING at a point 1655.16 feet south of the 1/4 section corner in the north line of Section 9, Township 10 South, Range 10 West, W. M. and in the east right of way line of the highway or road; thence East 100.7 feet to a point from which the center line runs North 81° 59' West 100 feet and South 81° 59' East 75 feet, more or less, to the Siletz River; thence continuing South 81° 59' East 340 feet, more or less, to the southerly bank of the Siletz River; thence continuing South 81° 59' East 60 feet, more or less, to a point which is South 716.3 feet and East 382.3 feet from the southeast corner of Tract 51 in the Townsite of Siletz, Lincoln County, Oregon, as recorded in the General Land Office; thence South 56° 18' 30" East 288.2 feet; thence South 16° 02' East 700 feet, more or less, to an intersection with the east line of Lot 20, Section 6, Township 10 South, Range 10 West, W.M.; thence continuing South 16° 02' East 475 feet, more or less, to a point which is South 2071.7 feet and East 838 feet from the southeast corner of said Lot 51; thence South 5° 49' West 259.7 feet; thence South 1° 32' East 155.4 feet; thence South 14° 53' West 251.4 feet; thence South 28° West 50 feet; thence South 45° West 40 feet, more or less, to the west line of Lot 30 of said Section 9; thence continuing South 45° West

BLR 175 418

80 feet, more or less, to a point which is South 2820.8 feet and East 683.2 feet from the southeast corner of said Lot 51; thence continuing South 45° West 100 feet.

Also a perpetual easement to construct, operate, maintain and repair a dam 25 feet wide and 5 feet high the center of which is South 25° 15' West 104 feet from the corner common to Lots 19, 20, 29, and 30 in said Section 9 which point is also South 2726.7 feet and East 707.6 feet from the southeast corner of said Lot 51, together with the right to impound 2,500 cubic feet of flood water in connection therewith,

subject to Zoning Laws and any restrictions, covenants, reservations and easements of record; subject also to a reservation to the United States of America of fissionable materials in accordance with the provisions of Executive Order 9908 (12 F.R. 8223) as follows:

All uranium, thorium, and all other materials determined pursuant to Section 8 (b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TO HAVE AND TO HOLD the foregoing described premises, except the fissionable materials and rights excepted and reserved above, together with all the privileges and appurtenances thereto belonging, to the said City of Siloiz, Oregon, and to its successors and assigns, forever.

BOOK 175 419

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by J. G. Melville, Director, San Francisco Field Office, Public Housing Administration, and the seal of the Public Housing Administration to be hereunto affixed this 21st day of July, 1952.

UNITED STATES OF AMERICA
PUBLIC HOUSING ADMINISTRATION

By J. G. Melville
Director, San Francisco Field Office
Public Housing Administration

PHR Registry No. 17-203

STATE OF CALIFORNIA } ss.
CITY AND COUNTY OF SAN FRANCISCO }

On this 23 day of July, 1952, before me, a Notary Public in and for the City and County of San Francisco, personally appeared J. G. Melville, who being duly sworn did say that he is the Director, San Francisco Field Office, Public Housing Administration, and that the seal affixed to the foregoing is the seal of the Public Housing Administration and that said instrument was signed and sealed in behalf of the United States of America, by authority of law, and he acknowledged said instrument to be the voluntary act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year first in this, my certificate, written.

Mignon Mitchell
Notary Public



B 28326

PHOTODUPLICATIONS

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
I hereby certify that the within instrument was received for record on the 27 day of April, 19 55 at 2:29 o'clock A. M. and recorded in Book 175 on page 417, record of City and County. Witness my hand and seal of County aforesaid.
Alfred M. [Signature]
County Clerk
B. [Signature] Deputy

City of Liberty
P. O. Box 1
Liberty, Oregon

Pa. Check # 225

Employee Handbook

MEMORANDUM TO COUNCIL

RE: Employee Handbook and Policies

Fr: City Recorder

Date: 11/13/23

ISSUE: The city's employee handbook needed to be rewritten to update current employment law.

HISTORY: The last employee handbook was last updated prior to 2015. Since that time there have been a great deal of changes to Oregon Laws regarding employees. The city is a member of CityCounty Insurance Services which provides sample employee handbooks. This handbook comes from that resource. Council met with the HR Consultant Pam Bowles from CIS on 10/17/2022 and work was started on updating the city's handbook. This is that work. During the council's work session with Ms Bowles, she suggested having Employee Policies separate from the Handbook. There have only been a handful of policies that the council has established. I have put those policies at the end of this handbook. The intent is it can be easily added to and will not change the handbook itself. If there are suggestions of items that are in the handbook that are felt should be in the policies section now is a good time to get them moved to the appropriate areas.

ACTION: Motion to adopt the Employee Handbook and Employee Policies.

City of Siletz Employee Handbook

Siletz, Lincoln County Oregon



NOVEMBER 2023

Welcome!

Welcome to the City of Siletz; we're glad to have you on our team. We believe that our employees are our most valuable assets. 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 that during your employment with the City of Siletz, you will become a productive and successful member of the City of Siletz's team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of Siletz 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 of Siletz with or without prior notice. This handbook supersedes any prior handbooks or written policies of the City of Siletz that are inconsistent with its provisions.

This handbook does not create a contract of employment between the City of Siletz and its employees. With the exception of employees who are subject to a collective bargaining agreement, all employment at the City of Siletz is "at will." That means that either you or the City of Siletz may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a written contract of employment). No supervisor, manager, or representative of the City of Siletz other than the mayor and human resources committee 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 put in writing and signed by the City of Siletz.

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 Recorder.

Sincerely,

William "Will" Worman

Mayor

City of Siletz

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I. Equal Employment Opportunity (EEO) Policies

The following EEO Policies apply to all employees. Management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with Human Resources at any time if they have questions relating to the issues of harassment, discrimination or bullying, or what it means to work in a respectful workplace.

A. No-Discrimination, No-Retaliation Policy

The City of Siletz provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. The City of Siletz also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

The City of Siletz's commitment to equal opportunity 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. Statement Regarding Pay Equity

The City of Siletz supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which the City of Siletz pays wages or other compensation to other employees for work of comparable character are encouraged to discuss the issue with the City Recorder or Human Resources committee.

See also "Statement Regarding Pay Practices" policy, below.

C. No-Harassment Policy

The City of Siletz prohibits harassment and sexual assault in the workplace, or harassment and sexual assault outside of the workplace that violates its employees, volunteers and interns' right to work in a harassment-free workplace. Specifically, City of Siletz prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct

prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with Human Resources, at any time if they have questions relating to the issues of discrimination or harassment.

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

Sexual Harassment

Sexual harassment includes 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; or
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 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; comments about an individual’s body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

Other Forms of Prohibited Harassment

City of Siletz policy also prohibits harassment against an individual based on the individual’s race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual’s protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;

- Negative stereotyping;
- Displaying racist symbols anywhere on City of Siletz property;
- “Teasing” or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person’s religious beliefs, or “pushing” your religious beliefs on someone who doesn’t have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

Complaint Procedure

Employees, volunteers, or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the City Recorder or the Mayor. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City of Siletz’s need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City of Siletz 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.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the City of Siletz’s complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City of Siletz cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City of Siletz, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused them harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee’s employer (in limited circumstances).

Protection Against Retaliation

The City of Siletz prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the City Recorder or Mayor. 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.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

Other Resources Available to Employees

The City of Siletz provides an Employee Assistance Program (EAP) through Cascade Centers to employees and dependents who are enrolled in the City of Siletz's medical coverage. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to www.cascadecenters.com. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

The City of Siletz cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <https://www.osbar.org/public/>.

Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing their experience.

The City of Siletz is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the City of Siletz to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the City of Siletz regarding their experience and/or employment status, the employee should contact the City Recorder. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the City of Siletz and employee do reach an agreement, the City of Siletz will not require an employee to enter into a nondisclosure agreement (which would prohibit the employee from discussing or communicating about their experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about the City of Siletz or making comments that would lower the City of Siletz in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that the City of Siletz and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

D. No-Bullying Policy

City of Siletz strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City of Siletz, 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 that 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 websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred, City of Siletz will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

E. Disability Accommodation Policy

Accommodations

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

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 of Siletz) 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 or training materials provided by the City of Siletz, 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 City Recorder 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 their need for a reasonable accommodation. Both the City of Siletz and employee must monitor the employee's accommodation situation and make adjustments as needed.

F. Pregnancy Accommodation Policy

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact [Contact] to discuss their options for continuing to work and, if necessary, leave of absence options. The City of Siletz will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on the City of Siletz's operations.

Although this policy refers to "employees," the City of Siletz will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with the City Recorder and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the City of Siletz and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both the City of Siletz and employee must monitor the employee's accommodation situation and make adjustments as needed.

No Discrimination, No Retaliation

The City of Siletz prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the City of Siletz; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use sick leave if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of the City of Siletz. Also, no employee will be denied employment opportunities if the denial is based on the need of the City of Siletz to make reasonable accommodations under this policy.

Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under Oregon's sick leave law.

G. Reporting Improper or Unlawful Conduct — No Retaliation

Employees may report concerns about the City of Siletz's compliance with any law, regulation, or policy using one of the methods identified in this policy. The City of Siletz 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 of Siletz;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of the City of Siletz; 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 of Siletz 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.

Employee Reporting Options

In addition to the City of Siletz's Open-Door Policy employees who wish to report improper or unlawful conduct should first talk to their lead. If you are not comfortable speaking with your lead, or you are not satisfied with your lead's response, you are encouraged to speak with the City Recorder. Leads are required to inform the City Recorder about reports of improper or unlawful conduct they receive from employees.

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 of Siletz 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.

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 of Siletz'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 employee's disclosure must relate to the conduct of their coworker or supervisor acting within the course and scope of their employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City of Siletz; 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.

Policy Against Retaliation

The City of Siletz will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes they is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by City of Siletz policy.

In addition, the City of Siletz prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City of Siletz 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 of Siletz 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 of Siletz 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.

II. Classification and Compensation

A. Probationary Period of Employment

All new employees, including current employees who are promoted or transferred within the City of Siletz, are hired into a probationary training period that generally lasts no less than 180 days. The Probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your manager. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the Probationary period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity to determine if your

knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City of Siletz meets your expectations of an employer.

At or before the end of the probationary period, a decision about your employment status will be made. The City of Siletz will decide whether to: (1) Extend your probationary period; (2) Move you to regular, full-time or regular, part-time status; or (3) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and City of Siletz may terminate the employment relationship during the Probationary period for any lawful reason. Further, completion of the Probationary period or continuation of employment after the probationary period does not entitle you to remain employed by City of Siletz for any definite period of time. Both you and City of Siletz are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

B. Employee Classification

City of Siletz classifies employees as follows:

1. 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 City of Siletz's benefit programs.
2. Regular Part-time: Employment requiring less than 40 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.
3. 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 of Siletz rules and procedures.

C. The Workweek

The workweek is a seven-day work period. Typically, business hours are from Monday through Friday, 8:00 a.m. through 5:00 p.m.

D. Meal Periods and Rest Breaks

Non-exempt 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.

Non-exempt 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 their supervisor before the end of the shift so that City of Siletz 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 start work 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 should contact the City Recorder.

Length of Work Period	Requirement	
	Rest Breaks	Meal Periods
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

E. Pay Plan

The City had adopted a pay scale for all positions in the City. The pay scale shall be reviewed annually by the City Council. The pay scale includes each classification, a minimum and maximum rate of pay, and such intermediate rates as are considered necessary and equitable. Flat and hourly rates may be used in place of monthly salary ranges when appropriate.

Cost of living adjustments reflected in a percentage increase to the pay plan base may be considered from time to time at the discretion of City Council

Each classification shall have a minimum and maximum salary range set forth in the pay scale, which shall contain all classifications, each having incremental steps with a differential between each step. The salary range assigned to each classification shall be such as to equitably reflect the differences in the responsibilities and duties between

it and other classifications, taking into account salary rates, benefits paid, and other relevant factors.

The City Recorder is responsible for maintaining and administering the pay scale. It is the policy of the City that every department use the pay scale in the same manner. A copy of the pay scale will be maintained in the City Hall as a matter of public record.

The rate of pay for temporary employees shall be at least the higher of state or federal minimum wage and will be set by the City Council to attract qualified personnel. Employees classified as temporary shall not be eligible for City sponsored medical/dental and retirement (SEP plan) benefits.

Regular employees are hired on a monthly salary. Full Time Employees (FTE) is defined as working 40 hours per week. Full Time Employees receive all benefits, unless special provisions are made between the City Council, the City Attorney and the Employee. Employees who work under 40 hours/week will have their benefits pro-rated.

F. Classification Plan

The City classification plan includes titles, specific job descriptions including duties, distinguishing features, key performance areas, supervision received/exercised, knowledge, skills and abilities required, essential functions, mental aptitudes, basic acuties, experience/training and minimum qualifications. All positions with similar work and responsibilities are assigned to a single classification title.

Class specifications are descriptive and not restrictive and are intended to indicate the kinds of duties that may be assigned to any classification, while providing supervisors the flexibility of making daily work assignments.

A copy of the approved classification plan for each position will be maintained in City Hall as a matter of public record.

G. Change of Classification

Positions may be changed from one class to another, provided the minimum requirements of the job are met. The City may reclassify positions within the financial limitations of the current City budget using the following criteria:

- Positions are classified in a range and vacancies are filled at the established range. Most vacancies start at Step 1 but may be started at a higher step in the range when unusual difficulty in filling the position is encountered or the person being offered the position is exceptionally qualified.
- Merit increases within classification ranges will be granted in step increments only. Requests for increases must include a satisfactory performance rating for the employee and require the approval of the City Council

- Supervisors are responsible for notifying the City Recorder of any unusual changes in positions
- An employee may also request of the supervisor that their position be reviewed to determine whether it is properly classified. The City Recorder will make the necessary investigation of any such request.
- Any proposed changes in job classification will be documented in written form and presented to the City Council for approval.

H. Salary Increases

As needed, the City shall analyze compensation policies, cost of living, fluctuations in the personnel requirements of the City, and salary range for each position classification, to determine whether adjustments should be made in compensation, either generally or in specific position classifications.

Increases will not be automatic but are based on consideration of individual employee performance, job related educational achievement, disciplinary actions required, and annual evaluations which are reviewed and discussed with each employee, and maintained in the employee's permanent file.

I. Step Increments

The following criteria is considered when awarding a performance increase

- Value to the City because of additional skills, abilities, and productivity.
- Willingness to increase skills and abilities through on-the-job training and educational opportunities.
- Attitude, working relationships with others, punctuality, and good public relations
- An annual performance increase may be withheld providing that the employee shall have been previously notified either by an unsatisfactory annual evaluation or letter of reprimand, given at least 30 days prior to the end of the fiscal year, that such withholding action may be taken and shall become effective upon notice given by the City Council through the City Recorder.
- Such action may be appealed by a regular employee.

J. Non-Disciplinary Demotion

An employee demoted to a classification with a lower salary range than that previously assigned, provided such action was for other than disciplinary reasons, shall have their salary reduced to the highest step in the new classification range, provided such step is equal to or not significantly less than the previously held salary step.

K. Reclassifications

An employee whose position is reclassified from one classification salary range to another shall be paid at the same rate for which they were paid in the previous classification salary range or the lowest step in the new salary range, provided such step in the new classification is higher.

L. Overtime

Time-and-a-Half

City of Siletz pays one and one-half times a non-exempt employee's hourly rate 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. A work week that includes both regular time and paid leave time must not exceed 40 hours.

Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by City of Siletz on a particular job on a shift commencing on a day other than a holiday, the non-exempt employee performing that job at the conclusion of their straight-time hours will normally be expected to continue to perform the job on an overtime basis. When overtime work is assigned by City of Siletz on a holiday, it generally will be assigned in order of seniority to the employees who regularly perform the particular work involved.

When overtime is required by City of Siletz on a holiday, City of Siletz will endeavor to give the employees required to work notice of their assignment during their last shift worked prior to such holiday.

Supervisor Authorization

No overtime may be worked by non-exempt employees unless specifically authorized in writing by a supervisor or manager. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

Compensatory (Comp) Time

Comp Time is only provided only "when budgeted funds are not available to pay overtime, Maximum Accrual of Compensatory Time shall conform with the Fair Labor Standards Act (160 hours of work equals 240 hours of compensatory time); accrued for on-call and holiday must be used that fiscal year (June – July).

M. On-call -Public Works Employee

Public Works Employees shall be assigned to rotating on-call duty. Public Works employees shall be assigned to "on call" duty for seven consecutive days on a rotating

basis. **On-call employees shall remain within thirty (30) minutes of response time and adhere to the drug and alcohol policy of the City.** Timekeeping Requirements

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

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

N. Employee-Incurred Expenses and Reimbursements

The City of Siletz will pay actual and reasonable business-related expenses you incur in the performance of your job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by your supervisor/manager before they are incurred. The City of Siletz will not pay for or reimburse the costs incurred by a spouse, registered same-sex domestic partner or travel companion who accompanies the employee on City of Siletz-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement.

Some examples of actual and reasonable business-related expenses that the City of Siletz will reimburse/pay for are:

- *Conferences or Workshops:*
- *Education:*
- *Meals:*
- *Mileage and Parking:* Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by the City of Siletz.

O. Payroll Policies

You will be paid twice a month. "Month" is defined as the 1st – 31st. Pay periods run from the 11th through the 25th and the 26th through the 10th

Paydays are generally the 15th and last working day of each month, for both non-exempt and exempt employees.

The City of Siletz does not provide advance payments of salary or loans from salary to be earned.

Net pay will be directly deposited into the employee's bank account and employee will be given a statement regarding their pay and deductions.

The City of Siletz makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City of Siletz has made any improper deductions, has failed to pay you for all hours worked or for overtime, has failed to pay you in accordance with the law, or has failed to properly calculate your wages in any way, you must immediately report the error to the City Recorder. City of Siletz 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 for reporting an error or complaint regarding the City of Siletz's pay practices.

See also "Statement Regarding Pay Equity" policy, above.

P. 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 with regard to pay, deductions, benefits and other matters is important. If you have changes in any of the following items, please notify the City Recorder to ensure that the proper updates are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Direct Deposit/Bank Information;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.
- Garnishment ordered by the courts for child or spousal support.

Employees may not intentionally withhold information from City of Siletz about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, City of Siletz 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.

Q. Performance Reviews

All City of Siletz 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).

City of Siletz's goal is to provide an employee with their first formal performance evaluation within six months after hire or promotion. After the initial evaluation, the City of Siletz will strive to provide a formal performance review on an annual 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
- 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.

III. Time Off and Leaves of Absence

A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work their entire work schedule, except for unpaid break periods or when required to leave on authorized City of Siletz 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.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via text message no later than 1/2 hour before the start of the employee's shift/workday. 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. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

B. Vacation

It is the policy of City of Siletz to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of their employment anniversary date. For regular, full-time employees, vacation accrues as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION PERIOD</u>
1 thru 5 years.....	96 hours or 12 days
6 thru 10 years.....	120 hours or 15 days
11 thru 15 years.....	144 hours or 18 days
16 or more years.....	168 hours or 21 days

Regular, part-time employees earn vacation on their employment anniversary date in the proportion that their normally scheduled number of hours bears to 40 per week. For example, a regular, part-time employee who usually works 20 hours per week would earn 20 hours of vacation upon completing their first year of service.

Vacation does accrue between employment anniversary dates and may not be taken until it is earned. Sick Leave

The City of Siletz provides eligible employees with unpaid 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 Recorder. Please also refer to the Oregon Sick Leave Law poster that is posted at City Hall and is incorporated here by reference.

Eligibility and Accrual of Sick Leave

Under Oregon's Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees.

Employees begin to accrue paid sick leave on the first day of employment but may not use paid sick leave until the 91st calendar day of employment. After the 91st calendar day of employment, paid sick leave may be used as it is accrued.

Employees accrue and may use up to 40 hours of unpaid sick leave per calendar year. Unpaid sick leave shall accrue at the rate of one hour for every 30 hours worked until the 40-hour yearly accrual cap is reached. Unpaid sick leave shall be taken in hourly increments.

Exempt employees are presumed to work 40 hours in each workweek for purposes of their sick leave accrual unless their normal workweek is less than 40 hours, in which case sick leave is accrued based on the employee's normal workweek.

Carryover

Sick leave is meant to be used or carried over; any unused sick leave has no monetary value and will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Employees may carry over up to a maximum of 40 hours of accrued and unused sick leave for use in a subsequent calendar year but may use only 40 hours of sick leave each calendar year. Sick leave accrual is capped at 80 hours.

Eligibility and Accrual of Sick Leave

Under Oregon's Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees.

Employees begin to accrue paid sick leave on the first day of employment but may not use paid sick leave until the 91st day of employment. After the 91st day of employment, paid sick leave may be used as it is accrued.

Employees accrue and may use up to 40 hours of unpaid sick leave per calendar year. Unpaid sick leave shall accrue at the rate of one hour for every 30 hours worked until the 40-hour yearly accrual cap is reached. Unpaid sick leave shall be taken in hourly increments.

Exempt employees are presumed to work 40 hours in each workweek for purposes of their sick leave accrual unless their normal workweek is less than 40 hours, in which case sick leave is accrued based on the employee's normal workweek.

Carryover

Sick leave is meant to be used or carried over; any unused sick leave has no monetary value and will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Employees may carry over up to a maximum of 40 hours of accrued and unused sick leave for use in a subsequent calendar year but may use only 40 hours of sick leave each calendar year. Sick leave accrual is capped at 80 hours.

Use of Sick Leave

Up to 360 hours of unpaid sick leave may be used each calendar year for any of the following reasons:

1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or their covered family member.
 - a. "Family member" means the eligible employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner's parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
2. 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).
3. 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.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify their supervisor as soon as practicable before the leave is to begin. 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 of Siletz. Employees must notify their supervisor of any change in the expected duration of sick leave as soon as is practicable.

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 City of Siletz's call-in procedures. See Section III.A.

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.

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 City of Siletz and our operations, City of Siletz may deny the use and legal protections of sick leave.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, City of Siletz 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.

Sick Leave Abuse

If City of Siletz 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, City of Siletz may require documentation from a healthcare provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

C. Holidays and Floating Holidays

City of Siletz recognizes eleven holidays each year. All full-time employees will receive their regular straight-time compensation for each holiday. Regular part-time employees receive pay for each designated holiday in the proportion that their normally scheduled number of hours equals 40 hours per week. The holidays celebrated are:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Personal Holiday
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When an authorized holiday falls on an employee's regularly scheduled day off, the holiday "Sunday or Saturday" rule applies.

To be eligible for holiday pay, an employee must have worked their regularly scheduled hours the workday before and the workday after the holiday or have been in paid leave status.

Any hourly, non-exempt employee required to work on a holiday will receive payment or straight compensation time for the hours worked.

Personal Day

Employees may select one additional day of with pay (known as "personal day") during a calendar year, on any day they choose. Typically, employees may not take more than one floating holiday in conjunction with consecutive vacation days.

Floating holidays may only be used in full-day increments; partial days are not allowed.

Employees must coordinate requests for floating holidays with their manager.

E. Family Medical Leave

Statement of No FMLA/OFLA Coverage *[for employers with 24 or fewer employees]*

City of Siletz employees are not eligible for leaves of absence under the Oregon Family Leave Act (OFLA) or the federal Family Medical Leave Act (FMLA) due to the entity's small size.

One exception is that City of Siletz will honor requests from eligible employees to take a leave of absence under the Oregon Military Family Leave Act. Thus, during a period of military conflict, as defined by law, 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 ("Military Spouse"), 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 has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. To be an eligible employee and entitled to this leave, the employee must have worked an average of 20 hours per week prior to beginning the requested leave.

D. Leave Donation

The City of Siletz has implemented a leave donation program to allow employees to voluntarily donate sick, vacation, or compensatory time off to another employee who exhausts, or is likely to exhaust, accumulated paid leave due to an employee's medical emergency that would otherwise likely cause the employee to take unpaid leave or terminate employment. A "medical emergency" is defined as a medical condition of the employee that will require prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Please refer to the City of Siletz's Leave Donation Policy for additional guidelines.

Any City of Siletz employee who has worked at least six months in a benefits-eligible position is eligible to participate in the program as a recipient. Any employee who has sick, or vacation time available may participate in the program as a donor. Donations may be made between any employees. City of Siletz will keep donations confidential and donors will remain anonymous.

Employees seeking donated leave must provide the City of Siletz with medical verification of the need for the time off, which includes a certification of the employee's medical emergency and need for time off, and an estimated return-to-work date (if any).

Employees who receive donated leave may receive no more than 280 hours within a calendar year. Any paid sick leave not used by the recipient for the specified incident will be returned to the donor employee.

Employees may donate a minimum of 4 hours, up to a maximum of 80 hours of accrued leave in a calendar year.

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.

Employees who would like to request donated leave are required to complete a Donated Leave Request Form and submit it to the City Recorder.

E. Bereavement Leave

Up to 40 hours of bereavement leave will be granted to employees who have worked for City of Siletz for 90 or more days. This leave is provided to employees who have experienced the death of a family member and is unpaid; it will be deducted from the employee's sick leave bank (as provided by Oregon law). "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. Requests for bereavement leave must be made to the employee's immediate supervisor before the leave is to begin. This leave will be administered in accordance with Oregon's sick leave law. Please see the City Recorder for more information.

F. Jury and Witness Duty

Jury Duty

City of Siletz 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 manager to verify the need for such leave. Although jury duty leave is unpaid, the employee may keep the jury duty pay they receive, and the employee may use any accrued vacation or sick leave during the stint of jury service.

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 or manager informed about the amount of time required for jury duty.

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 City of Siletz upon receipt.

Except for employee absences covered under City of Siletz'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 of Siletz respects the sincerely held religious beliefs and observances of all employees. The City of Siletz will make, upon request, an accommodation for such beliefs and observances when a reasonable accommodation is available that does not create an undue hardship on City of Siletz'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 Recorder, and may require the requesting employee to provide proof of the "sincerely held" religious belief

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 their 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:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of their intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to [Contact] 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, City of Siletz 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 *[Six or more employees]*

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or their 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 their 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 Recorder as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. City of Siletz 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 City of Siletz 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 verbal 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 City of Siletz. Please contact the City Recorder 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 Recorder 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.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year. Weekend drill obligations are not considered "federal active duty" for training under this policy; other requirements apply. Please contact the City Recorder for more information and to make arrangements for this paid leave.

IV. Employee Benefits

A. Healthcare Benefits

Employees who meet the definition of "benefit eligible" under both City of Siletz policy and that of its health insurance provider are entitled to the benefit options offered by City of Siletz. The City strives to provide excellent, equitable cost-effective benefits for its employees in recognition of the influence employment benefits have on the economic and personal welfare of our employees. The total cost to provide the benefits program described in this handbook and other documents is a significant supplement to your pay and should be viewed as additional compensation.

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 City of Siletz. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by City of Siletz, employees will be advised and provided with copies of relevant plan documents. Copies are available from the City Recorder.

B. Employee Assistance Program (EAP)

This free, confidential service is provided by Cascade Centers and is available to all employees and dependents covered on a CIS Regence or Kaiser medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to five (5) personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depressions, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

Cascade Centers also provides educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting the City Recorder, or you can contact Cascade Centers directly at 1-800-433-2320, or at [ww.cacadecenters.com](http://www.cacadecenters.com).

C. 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.

Steps to Take if You are Injured on the Job

If you are injured on the job, City of Siletz wants to know about it and expects to learn about it no later than 24 hours after your injury (report all work-related injuries to your supervisor).

If you seek treatment for your work-related injury and want to apply for workers' compensation benefits, you must do all of the following:

1. Report any work-related injury to your supervisor. You must report the injury no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to the City Recorder.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return to Work [organization has between six and 20 employees]

If you require workers' compensation leave, City of Siletz will strive to reemploy you in the most suitable vacant position available at the conclusion of that leave. However, you must first submit documentation from a health care provider who is familiar with your condition certifying your ability to return to work and perform the essential functions of the position.

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. City of Siletz does not discriminate against employees who suffer a workplace injury or illness.

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 City of Siletz, 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 of Siletz 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 City of Siletz. While you are on modified or transitional work, you are still subject to all other City of Siletz rules and procedures.

Overlap with Other Laws

City of Siletz will account for other leave and disability laws that might also apply to your situation. 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 applicable Oregon laws covering disabilities in the workplace.

I. Retirement Plan

The City of Siletz provides retirement benefits for its qualified employees through the City's simplified Employee Pension (SEP) Plan, and through F.I.C.A. (Social Security). Employees who work in excess of 120 hours per month or 1440 hours per year are eligible for the City's SEP plan retirement benefits after 6 months of employment. The City contributes six percent (6%) of the employee's gross wages into the SEP Plan, which **must** be matched by a minimum three (3%) percent employee contribution. Contributions to F.I.C.A. are shared between the City and the employee.

V. Personnel Procedures

A. Vacancy or New Positions

Vacant or new city positions may be filled by a transfer or promotion of a current city employee, or by recruitment of a new employee. When it is determined that a position needs to be filled, the City Council and City Recorder will proceed to recruit, test and select an individual for the position.

B. Recruitment

All new or vacant positions shall be publicized. Announcements shall specify the title and salary range, the date of closing for the acceptance of applications, the nature of the work to be performed, education and experience required, including any other pertinent information such as physical requirements or on-call requirements.

C. Application for Employment

Application forms will be furnished by the City Recorder to all applicants. An application must be on file for each person considered for the position. Resumes must be included with the application form. The file of applications for each opening will be retained by the City for three (3) years after the date of hire. Rejected or unsolicited applications will be kept for a minimum of six (6) months and then destroyed.

D. Qualification Standards

The City Recorder shall review each application to ascertain the individual applicant's education, experience, and other qualifications for the position offered, concentrating on the essential functions of the job, reporting the results to City Council.

Qualifications of an applicant for a position in city Service shall be ascertained on the basis of one or more of the following.

- Information contained on the application form
- Written, performance or physical tests, or any combination thereof.
- Qualifications required under law
- Other requirements as specified in the job description

Due to the nature of the essential functions required to successfully perform these jobs, applicants who are otherwise qualified shall be offered employment, subject to the results of a drug screen and if deemed necessary a physical. Medical examinations shall be conducted by a licensed physician, as directed by the City pursuant to these policies, for the sole purpose of determining specifically whether the applicant can safely perform the essential functions of the position offered, prior to final appointment/hire. Any examinations required for various positions will be scheduled and administered by the appropriate Supervisor in consultation with the City Recorder.

E. New Appointments and Hires

Normally new employees are hired at the first step of the pay plan for their classification. In instances where a new or promoted employee has experience or skills which are above those required for the position, or unusual difficulty is experienced in filling the position, the City reserves the right to hire at above the minimum salary.

F. Promotions

To be eligible for promotion, an employee must meet minimum requirements of the higher-level classification and must have a satisfactory or better performance rating in the present position. Final decisions whether to promote a current employee or hire outside the City Services to fill vacant positions, resides with the City Council.

Merit promotions may be granted by the City Council on recommendation of the employee's Supervisor when an employee has demonstrated performance above and beyond the basic requirements of the job and superior to the performance of other employees.

A promotion may take place whenever an employee moves from one job classification into another job classification at a higher grade. When an employee is so promoted, they shall be entitled to the step in the higher grade that represents an increase over the salary range previously received in the lower grade. An opportunity to apply for any

available promotional opportunity may first be offered to qualified regular employees within the City before new applicants will be considered.

Following a promotion, a full-time regular employee will be in a probationary period for not less than six (6) months, nor more than one (1) year. During that period such employee's vacation and sick leave, and all other benefits will remain the same as prior to the promotion. The employee will be evaluated on their performance in the promoted position, the same as a new appointment/hire.

In the event probation is not satisfactorily completed in the opinion of the appointing authority, and upon notice being given, the employee in a promoted position will have the right to appeal under the appeal procedures.

G. Transfers

Employees may be transferred from one position to another with approval of the City Council and the affected supervisors, provided the employee meets at least the minimum qualifications for the new positions.

1. Transfer, by employee request, can be accomplished at the same salary level, or a lower level, provided minimum qualifications for the new position are met.
2. The City has the right to temporarily assign an employee to any position, in any department, when it is deemed to be in the best interest of the City, provided the employee being transferred meets the minimum qualifications for the position. No regular employee in a classification will be laid off while there are temporary, hourly or probationary employees in that department performing similar duties in the same classification.

H. Layoffs

The City Council may lay off employees due to organizational changes, lack of funds, or curtailment of work. When layoffs are required, they shall be based on relative seniority and the ability to perform the work. Classification transfers may be used to retain the best qualified employees. The City will make every effort to give employees reasonable notice of intent to lay off.

I. Re-employment

Regular and probationary employees with a satisfactory record of services who resign their positions will be allowed to apply for vacancies under the same conditions.

In the event the position from which the employee was laid off becomes available within twelve (12) months after the effective date of the layoff, the employee who was laid off will be rehired if they are available and accept the position within five (5) days following notice by the City that the position is available.

VI. Miscellaneous Policies

A. Alcohol/Drug Use, Abuse and Testing

City of Siletz works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to City of Siletz's reputation.

City of Siletz expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement provisions. This policy revises and supersedes all previous drug and alcohol testing policies and practices.

Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on City of Siletz property, on City of Siletz time, while driving City of Siletz vehicles (or personal vehicles while on City of Siletz business), or in other circumstances which adversely affect City of Siletz operations or safety of City of Siletz employees or others.
 - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on City of Siletz property, on City of Siletz time, while driving City of Siletz vehicles (or personal vehicles while on City of Siletz business), or in other circumstances which adversely affect City of Siletz operations or safety of City of Siletz employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in system while on City of Siletz property or on City of Siletz time.
 - The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
 - As used in this policy, "controlled substance" 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.

- Bringing to City of Siletz property, or possessing, items or objects on City of Siletz property that contain any "controlled substance," including, for example, "pot brownies", "edibles" and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law-enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to co-workers, members of the public, or elected officials while on work time or on/in City of Siletz property.
- Bringing equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (or controlled substances), such as pipes, bongs, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to City of Siletz property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or City of Siletz operations.

Employees must inform their supervisor about their use of any prescription or over-the-counter drugs that could affect their ability to safely perform the duties of their position. If an employee's use of such prescription drugs could adversely affect City of Siletz operations or safety of City of Siletz employees or other persons, City of Siletz may reassign the employee using the prescription drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide City of Siletz with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. 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 City of Siletz will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy," above.)

Testing

City of Siletz reserves the right to:

- a. Subject applicants who are given a condition offer of employment in a safety-sensitive position to a drug and alcohol test;
- b. Test employees reasonably suspected of using drugs or alcohol in violation of this policy;
- c. Discipline or discharge employee who test positive or otherwise violate this policy; and
- d. Test employees when they: (1) cause or contribute to accidents that seriously damage a City of Siletz vehicle, machinery, equipment or property; (2) result in an injury to themselves or another employee requiring offsite medical attention; or (3) when City of Siletz reasonably suspects that the accident or injury may have been caused by drug or alcohol use.

Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours or has used drugs or alcohol in violation of this policy, City of Siletz may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the [Contact] or the [Contact]'s designee.
- "Reasonable cause" as 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;
 - 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 detail in writing the specific facts, symptoms or observations that form 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 Recorder. Whenever possible, supervisors should locate a second employee or witness to corroborate their "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 [Contact]. 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.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City of Siletz property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, City of Siletz may search furniture, equipment or other property provided to the employee by City of Siletz, including but not limited to, clothes (uniforms), locker,, toolbox, and desk. Employees should have no expectation of privacy in any property, equipment or supplies provided by City of Siletz to employee.

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.

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.

Drug and Alcohol Treatment

City of Siletz 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. City of Siletz is willing to help such employees obtain appropriate treatment.

An employee who believes that they have a problem involving the use of alcohol or drugs should ask a supervisor or City Recorder or Human Resources Committee for assistance.

City of Siletz 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 City of Siletz to the extent its existing benefits package covers some or all of the program costs.

Although City of Siletz 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 of Siletz policy is discovered, the employee's willingness to seek City of Siletz or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Discipline and Consequences of Prohibited Conduct

An employee who violates this policy will be subject to either termination or a last-chance agreement.

A last-chance agreement is an agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their substance abuse issue and/or performance or safety issues. The last-chance agreement will inform the employee of the problems noted with their performance and to specify the performance required for the employee to achieve in order to continue to be employed by City of Siletz. Violation of the provisions of a last-chance agreement shall result in immediate termination of the employee, notwithstanding the provisions of any other personnel rule.

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 City of Siletz is prohibited unless written authorization is obtained from the employee.

B. Mobile Devices Policy

This policy applies to employee use of cell phones, smart phones, tablets and similar devices, all of which are referred to as "mobile devices" in this policy.

Cell Phones and Mobile Devices in General

Employees are allowed to bring personal mobile 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 of Siletz-provided mobile devices may not violate City of Siletz's policies against harassment and discrimination. Thus, employees who use a personal or City of Siletz-provided mobile device to send a text or instant message to another employee (or to a citizen or someone not employed by the City of Siletz) that is harassing or otherwise in violation of City of Siletz's policies prohibiting discrimination, harassment, bullying and retaliation will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or City of Siletz-provided mobile device for work purposes outside of their normal work schedule without written authorization in advance from the City Recorder. 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. Nothing in this policy removes a nonexempt employee's obligation from recording time for all hours worked.

Employee Use of City of Siletz -Provided or Paid For Mobile Devices

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

Employees who receive a mobile device from City of Siletz must agree to not use the mobile device for personal use except in emergency situations and must abide by all aspects of the Mobile Device Policy. Further, employees who receive a cell phone or mobile device from City of Siletz must acknowledge and understand that because the mobile device is paid for and provided by City of Siletz, or subsidized by City of Siletz, any communications (including text messages) received by or sent from the mobile device may be subject to inspection and review if City of Siletz has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Mobile Device Policy or any other City of Siletz policy. Employees should have no reasonable expectation of privacy in a City of Siletz-provided or -paid for mobile device. An employee who refuses to provide City of Siletz access to their personal mobile device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Family and friends may not use an employee's City of Siletz-provided mobile device.

Mobile Devices and Public Records

City of Siletz-related business conducted on City of Siletz-provided or personal cell phones/cellular devices may be subject to disclosure and production under Oregon's Public Records laws or in connection with litigation filed against City of Siletz or individual employees

Employee Use of Mobile Devices with Cameras

Cameras of any type, including mobile devices with built-in cameras and video photography options, may not be used during working hours, or at any City of Siletz-sponsored function unless authorized to do so by the City Recorder.

Mobile Device Use While Driving

The use of a mobile device while driving may present a hazard to the driver, other employees and the general 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 of Siletz 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 City of Siletz.

Employees are prohibited from using handheld cell phones for any purpose while driving on City of Siletz-authorized or City of Siletz-related business. This policy also prohibits employees from using a cell phone or other mobile device to send or receive text or "instant" messages while driving on City of Siletz 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.

C. Use of City of Siletz Email and Electronic Equipment and Services

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

Ownership

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

Use

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

- Display or store any sexually explicit images or documents, or any images or documents that would violate City of Siletz's no-harassment, no-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 City of Siletz, and that is protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the right to privacy, of protected healthcare information or otherwise, or other City of Siletz-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, provided it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

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

Inspection and Monitoring – No Right to Privacy

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

All information and communications in any format, stored by any means on City of Siletz's electronic equipment 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 City of Siletz's ownership of the electronic information, electronic equipment or services, or City of Siletz's right to inspect such information. City of Siletz 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 City of Siletz's electronic equipment and services, including all communications and internet usage and resources/sites visited. City of Siletz will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on City of Siletz's computer systems or mobile devices without approval from the City of Siletz's Information Technology contractor. All software installed on City of Siletz's computer systems must be licensed. Copying or transferring of City of Siletz-owned software to a personal device/equipment may be done only for personal devices/equipment used for City of Siletz business and with the written authorization of the Information Technology contractor.

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 of Siletz management. No employee can examine, change or use another person's files, output, username or password unless they have explicit authorization from Information Technology to do so.

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. These methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

City of Siletz'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 City of Siletz's policies on harassment and discrimination.

D. 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 or commercial website, social networking website, web bulletin board or a chat room, whether or not associated or affiliated with City of Siletz, 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 risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of City of Siletz or City of Siletz's legitimate business interests may result in disciplinary action up to and including termination.

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 any City of Siletz policies, including City of Siletz's no-harassment and no-discrimination and workplace violence policies. Similarly, postings that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

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

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

Encouraged Conduct

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

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. 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 of Siletz employees or elected officials, that might constitute harassment or bullying, and/or that violate City of Siletz policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, 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 of Siletz policy.

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

Nothing in this policy is meant to prevent an employee from exercising their right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt City of Siletz operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against the City of Siletz's interest in the effective and efficient fulfillment of its responsibilities to the public.

Request for Employee Social Media Passwords

City of Siletz'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 username and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by City of Siletz.

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

E. Confidential City of Siletz Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City of Siletz policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of City of Siletz) may be removed from our premises without permission from the Human Resources Committee. Likewise, any materials developed by City of Siletz's employees in the performance of their jobs is the property of City of Siletz and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained regarding the City of Siletz's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

F. Ethics

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

We at the City of Siletz 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 of Siletz 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 of Siletz's or Oregon's ethical standards, please talk with the City Recorder. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

G. Open-Door Policy

City of Siletz's Open-Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. City of Siletz's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified 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 City of Siletz, please raise them first with your immediate supervisor. 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 Recorder or the Human Resources committee.

H. Outside Employment

Generally, employees may obtain employment with an employer other than City of Siletz 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:

- The use of City of Siletz time (including the employee's work time), City of Siletz facilities, equipment and supplies, or the prestige or influence of the employee's position with City of Siletz. In other words, the employee may not engage in private business interests or other employment activities on the City of Siletz's time or using the City of Siletz'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 by a State agency); or
- Receipt of money or anything of value for performance of duties that the employee is required to perform for the City of Siletz.

The City of Siletz requires employees to report outside employment to their supervisor before the outside employment begins. Thereafter, an employee must provide an update to their supervisor on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

I. Criminal Arrests and Convictions

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

1. 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 of Siletz property, or in a City of Siletz vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
2. All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
3. 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 vacation time to cover the absence, and may be subject to disciplinary action, including termination.

J. 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 of Siletz 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.

K. Bad Weather/Emergency Closing

Except for regularly scheduled holidays identified by the City of Siletz (see "Holidays" section, above), City of Siletz is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office

locations inaccessible for all or part of a regularly scheduled workday, the Mayor (or their designee) will decide whether to and to what extent the City of Siletz will close. *Information about a closure will be transmitted to employees, via text message to their phones.*

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If you cannot safely report to work in such circumstances, you should contact your lead person or the City Recorder. Paid leave time may be used, otherwise the day will be unpaid. If staff cannot reach the office and are able to serve City of Siletz from home, you should do so subject to approval by your department lead or the City Recorder or Mayor. Safety and a trustworthy approach are your guides.

K. Driving While on Business

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

The City of Siletz 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.

While on City of Siletz 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, "Mobile Device Use While Driving" policy, above.

Employees who receive a ticket or citation while driving a City of Siletz-owned vehicle or while on City of Siletz business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline up to and including termination.

L. Workplace Violence

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

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with City of Siletz, or that threaten the safety, security or financial interests of City of Siletz. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against

any employee, volunteer or elected official. Employees should make such reports directly to the City Recorder, or to 911 in case of imminent threat to life or safety.

City of Siletz 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."

M. Workplace Inspections — No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by City of Siletz 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 of Siletz; 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.

N. Smoke-Free Workplace

City of Siletz 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 or vape pens), and the use of oral tobacco products or "chew/spit" tobacco. Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to City of Siletz property, vehicles or facilities/buildings.

City of Siletz buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours. Further, City of Siletz prohibits tobacco/marijuana use in or around City of Siletz vehicles and equipment or machinery.

If you wish to smoke tobacco, you must do so outside of City of Siletz's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows. City of Siletz has established employee smoking areas that your supervisor can show you.

O. Hiring of Family Members

Relatives of current employees, or individuals involved in an intimate personal or financial relationship with a current employee, are eligible for hire at the City of Siletz subject to the same selection process and job requirements and will be evaluated in the same manner as any other applicant. However, persons will not be hired or promoted into positions in which one family member (as defined by Oregon law) or person involved in an intimate personal or financial relationship, would fall under the direct line of supervision of the other family member or partner.

All employees shall avoid being in a position where they are subject to supervisory or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. If the relative relationship is established after employment as a result of organizational restructure, marriage, or a development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform their supervisor, or Human Resources. The employees and City of Siletz will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties, assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, the two employees will have 30 days to decide who will resign. If a decision is not made within 30 days, the City of Siletz will make the final decision, based on the City of Siletz's operational and financial needs.

Policy violations including, but not limited to, failure to disclose a family relation, or an intimate personal or financial relationship, will be investigated by the City of Siletz. Policy violations may result in progressive discipline of employees, up to and including termination of employment. Supervisors and lead workers may be disciplined for taking employment actions based upon the relationship.

P. Residency Requirement

Employees are encouraged to live within the city limits. However, residency will not be a condition of employment or continued employment, except that residency outside the city limits is subject to approval on the basis of availability for on-call, call-back and emergency services, depending on job-related necessities.

VI. Termination of Employment

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 City of Siletz'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 of Siletz 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 of Siletz property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of City of Siletz equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on City of Siletz property.
- Carrying firearms or any other dangerous weapon on City of Siletz premises at any time.
- Engaging in criminal conduct while at work.

- Causing, creating or participating in a significant or substantial disruption of work during working hours on City of Siletz 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 of Siletz 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 of Siletz.
- Misrepresentation of City of Siletz policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City of Siletz. Employees may not use the City of Siletz's name, logo, likeness, facilities, assets or other resources of the City of Siletz for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or City of Siletz 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 City of Siletz or outside regulatory or legislative bodies.
- Failing to timely pay water/sewer/tax accounts with City of Siletz on time, and/or whose City of Siletz -provided services are disconnected. This includes, without limitation, situations where the employee writes a check to City of Siletz that is refused for payment due to non-sufficient funds.
- Harassment or discrimination that violates City of Siletz policy.

This statement of prohibited conduct does not alter City of Siletz's policy of at-will employment. Except for employees subject to a contract of employment, City of Siletz remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Corrective Action/Discipline Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet City of Siletz standards, City of Siletz 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 the employment of an employee for serious violations of City of Siletz policies, procedures and rules and for other inappropriate behavior or conduct, City of Siletz may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. City of Siletz may also choose to send the employee to a training or an education opportunity.

The Mayor and City Council shall constitute an appeals board to review any alleged violation or misapplication of the personnel rules contained herein. The decision of such appeals board, when reduced to writing shall be final.

In all cases, City of Siletz will determine the nature and extent of any discipline based upon the circumstances of each individual case. City of Siletz may proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when City of Siletz deems such action appropriate. City of Siletz 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 contract of employment).

C. Retirement or Resignation from Employment

If you choose to resign or retire, it is anticipated that you will give City of Siletz 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 City of Siletz, you will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive workdays without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with the City Recorder or Human Resources before making a final decision.

Employees must return all City of Siletz property, including phones, computers, identification cards, credit cards, keys, and manuals, to the City Recorder on or before their last day of work.

D. References

All requests for references or recommendations must be directed to the City Recorder. No lead, supervisor or employee is authorized to release references for current or former employees. Leads 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, City of Siletz 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.

Employee Acknowledgement

Acknowledgment of Receipt of 2023 Personnel Policies

City of Siletz Personnel Handbook- November 2023

I acknowledge that I have received and will read a copy of City of Siletz's 2023 Personnel Policies in the City of Siletz Personnel Handbook. I also understand that a copy of the Personnel Policies in the City of Siletz Personnel Handbook is available to me at any time to review at City Hall.

I understand that City of Siletz has adopted the Personnel Policies in the City of Siletz Personnel Handbook 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 of Siletz's sole discretion. I also understand that the Personnel Policies in the City of Siletz Personnel Handbook have control over any other contradictory statements, I acknowledge that the Personnel Policies in the City of Siletz Personnel Handbook are not an employment contract and are 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 City of Siletz or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without notice. I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review City of Siletz's policies regarding equal employment opportunity and that the City of Siletz aims to provide 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 Human Resources committee, the City Recorder, or any trusted lead or supervisor.

During my employment with City of Siletz, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new polices as they are issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Print Employee Name

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.

City of Siletz Personnel Policies Regarding:

On-call -Public Works Employee:

Public Works Employees shall be assigned to rotating on-call duty. Public Works employees shall be assigned to "on call" duty for seven consecutive days on a rotating basis. from Thursday at 4:30 PM through the following Thursday at 7:30 AM. On-call duty is defined as being "in the state of work" or a "ready-to-go status". Within 30 minutes of duty station and complying with the drug and alcohol policies of the city. The on-call employee will be compensated in their paycheck, listed as "on-call pay". The maximum on-call pay hours per day is 15. On-call pay is compensated at a flat rate of \$250.00 per week. A city vehicle and phone will be provided to the on-call employee to ensure communication access and mobility. **On-call employees shall remain within thirty (30) minutes of response time and adhere to the drug and alcohol policy of the City.** The on-call employee shall complete and submit a time record form showing the dates and times of on-call activities to the Public Works Superintendent for approval and forwarding to the City Recorder so that a record of actual work time spent while on call can be maintained by the City Recorder. If a call-out is warranted while on "on-call duty", 2 hours of OT will be paid to the employee. If more than 2 hours are warranted the superintendent must be contacted and further time may be subject to comp time rules.

Employee Benefits/ Healthcare Benefits:

Employees who meet the definition of "benefit eligible" under both the City of Siletz policy and that of its health insurance provider are entitled to the benefit options offered by the City of Siletz. The City strives to provide excellent, equitable cost-effective benefits for its employees in recognition of the influence employment benefits have on the economic and personal welfare of our employees. The total cost to provide the benefits program described in this handbook and other documents is a significant supplement to your pay and should be viewed as additional compensation. Siletz offers medical insurance for all of its benefits-eligible regular, full-time employees unless otherwise established by law. The City of Siletz pays the cost of individual coverage for its regular, full-time employees and their dependents who are eligible to participate in the plan. Part-time employees are not eligible for health insurance coverage.

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 of Siletz. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by the City of Siletz, employees will be advised and provided with copies of relevant plan documents. Copies are available from the City Recorder.

Compensatory (Comp) Time:

Comp Time is only provided only "when budgeted funds are not available to pay overtime, Maximum Accrual of Compensatory Time shall conform with the Fair Labor Standards Act (160 hours of work

equals 240 hours of compensatory time); accrued for on-call and holiday must be used that fiscal year (June – July). Any amount of compensatory time accrued must be used or will be cashed out at the end of the fiscal year.

The City will not allow hours to be carried over into the next fiscal year.

Vacation Time:

Vacation time must be used in the anniversary year after which it is earned and may not be carried over past the employee's next anniversary date. The maximum vacation time that can be carried from year to year will be 80 hours. Unless approved by the City Council. Any vacation time accrued above 80 hours must be used by the employee's anniversary date each year.

Earned vacation must be taken. Employees are not entitled to be paid in lieu of taking time off for vacation. At the time of termination/resignation/retirement, an employee shall be paid for all accrued vacation time. However, no payment will be made for termination during an employee's probationary period, Vacation must be scheduled with one's supervisor at least two weeks in advance of the date(s) the employee wishes to take as vacation.

NEW BUSINESS

Correspondence

Adjournment