

CITY OF LINCOLN CITY

LINCOLN CITY COUNCIL AGENDA

MONDAY MAY 24, 2021 6:00 PM

6:00 PM - The Lincoln City Council meeting for May 24, 2021 will be held via Zoom. The City Council Chambers will be open and the meeting will be broadcast live in the Council Chambers. It will also be live on Channel 4 and through streaming on the web at www.lincolncity.org.

Public comments can be submitted to publiccomment@lincolncity.org, by attending the City Council meeting, or by attending through Zoom invitation.

Public comments submitted by email to publiccomment@lincolncity.org will be summarized and entered into the record.

Citizens present in the Council Chambers will be given the opportunity to comment via Zoom. Laptops will be set up for those comments. Citizens present in the Council Chambers will be required wear a face covering and must observe social distancing. A member of the Information Technology staff will be present during the meeting to assist with any technical issues.

Citizens requesting to give public comment via Zoom must email publiccomment@lincolncity.org no later than 12 pm on the meeting day. The request must include the person's name, the subject the person wishes to address and the Zoom screen name the person intends to use for the meeting. A Zoom invitation will be sent to the person requesting prior to the meeting. Persons who will give public comment via Zoom will be placed in a Zoom waiting room upon entering the meeting until the public comment portion of the meeting at which time they will be admitted into the meeting through Zoom.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, for a hearing impaired device, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the City Recorder, 541-996-1203.

The Lincoln City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the meeting.

All information for this meeting is available at www.lincolncity.org under "Agenda, Packets & Video". This meeting will be televised on Channel 4. For additional rebroadcast times, please consult the Channel 4 guide on the hour.

- A. CALL TO ORDER**
- C. ROLL CALL**
- D. PLEDGE OF ALLEGIANCE**
- E. CONSENT AGENDA**
 - 2. Regular Meeting – Minutes of Regular Meeting – May 10, 2021 6:00 PM
 - 3. ORDER NO. 2021-02 AN ORDER APPROVING A SIX MONTH GROUND LEASE EXTENSION FOR NEWPORT PACIFIC CORPORATION (MO's RESTAURANT).
 - 4. One-Year Rollover Agreement--LCPEA Union Contract
- F. COUNCIL DELIBERATIONS**
- G. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS**
- H. PRESENTATIONS**
 - 5. Marketing Agency of Record Vendor Recommendation Presentation
- I. PUBLIC HEARING / ORDINANCE**
- J. PUBLIC HEARINGS / PUBLIC COMMENTS**
- K. ORDINANCES**
- L. RESOLUTIONS**
- M. SPECIAL ORDER OF BUSINESS**
 - 2. Appointment to Sustainability Committee - Applicant Lisa Spence-Bunnett
 - 3. Oregon Liquor Control Commission - Request for Off-Premises Sales License for El Torito Meat Market
 - 4. Oregon Liquor Control Commission - Request for On-Premises and Off-Premises Sales License- The Anchor Inn Resort
 - 5. Options to Stabilize Parks & Recreation Funding
- N. CITY MANAGER/CITY ATTORNEY REPORTS**
- O. ACTIONS, IF ANY, BASED ON WORK SESSION OR EXECUTIVE SESSION**
- P. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS**
- Q. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL**
- R. ADJOURNMENT**

CITY OF LINCOLN CITY

CITY COUNCIL MINUTES OF MEETING

May 10, 2021, 6:00 PM

The final minutes for this meeting are supplemented by an electronic recording of the meeting, which may be viewed online at www.lincolncity.org under the tab "Agendas, Packets, and Videos". The staff reports, resolutions, ordinances, and other documents related to this meeting are also available at the same location. This meeting is rebroadcast on Cable Channel 4. (See Channel 4 guide on the hour at <http://www2.lincolncity.org/program-guide/>).

APPROVED BY CITY COUNCIL

DATE: _____

A. CALL TO ORDER

Council President Casper called the meeting to order. Council President Casper advised the public that there are now three ways to provide public comment.

1. Comments can be made through email to publiccomment@lincolncity.org;
2. Comments can be made via Zoom if a request is emailed to publiccomment@lincolncity.org by 12 pm on the meeting day;
3. Comments can be made in person at the Council Chambers (COVID-19 precautions are taken).

B. ROLL CALL

Attendee Name	Title	Status	Arrived
Judy Casper	Councilor Ward 3	Present	6:00 PM
Riley Hoagland	Councilor Ward 2	Present	6:00 PM
Rick Mark	Councilor Ward 3	Present	6:00 PM
Mitch Parsons	Councilor Ward 1	Present	6:00 PM
Anne Marie Skinner	Councilor Ward 2	Present	6:00 PM
Vacant	Mayor		
Vacant	Councilor Ward 1		

Staff Present: Lila Bradley, Interim City Manager; Richard Appicello, City Attorney; Chief Palmer, Lincoln City Police Department; Alison Robertson, Economic Development and Urban Renewal Director; Jeanne Sprague, Parks and Recreation Director; Stephanie Reid, City Engineer; Sungman "Simon" Kim, Planning and Community Development Director; Kirsten Brodbeck-Kenney, Library Director; Ken Murphy, Emergency Services Coordinator; Tony LaSoya, I.T. Director; Jamie Young, City Recorder.

C. PLEDGE OF ALLEGIANCE

Skipped due to the meeting being held remotely.

D. CONSENT AGENDA

MOTION:	Consent Agenda
MOVER:	Rick Mark, Councilor Ward 3
SECONDER:	Anne Marie Skinner, Councilor Ward 2
AYES:	Casper, Hoagland, Mark, Parsons, Skinner
RESULT:	Passed

1. Regular Meeting – Minutes of Regular Meeting – April 26, 2021, 6:00 PM
Councilor Mark inquired about changing page 5, "the motion as written" to include more information.
2. Initiation of Amendments to LCMC 17.20 and LCMC 17.32

E. COUNCIL DELIBERATIONS**F. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS**

No Citizen present for comment.

Ms. Bradley said that Laura Joki sent an email asking for an apology. Chamet Loftin sent an email regarding feeding the deer. Laura Butler commented on the City and a private business.

G. PRESENTATIONS**H. PUBLIC HEARING / ORDINANCE**

3. Set June 14, 2021, Public Hearing for Alternative Contracting Method for Ester Lee Pump Station Project

MOTION:	Motion to Set Public Hearing for June 28, 2021, Ester Lee Pump Station Replacement Project for the Alternative Public Contracting Method
MOVER:	Anne Marie Skinner, Councilor Ward 2
SECONDER:	Riley Hoagland, Councilor Ward 2
AYES:	Casper, Hoagland, Mark, Parsons, Skinner
RESULT:	Passed via Voice Vote

I. PUBLIC HEARINGS / PUBLIC COMMENTS**J. ORDINANCES****K. RESOLUTIONS**

1. RESOLUTION NO. 2021-19 A RESOLUTION OF THE CITY OF LINCOLN CITY ORDERING THE TEMPORARY CLOSURE OF SW 29th STREET, NE 36th DRIVE AND NE WEST DEVIL'S LAKE ROAD DURING CONSTRUCTION OF THE SW 29th STREET AND NE 36th DRIVE IMPROVEMENT PROJECT

MOTION: Motion to Adopt Resolution 2021-19 SW 29th Street & NE 36th Drive Temporary Road Closure
MOVER: Anne Marie Skinner, Councilor Ward 2
SECONDER: Riley Hoagland, Councilor Ward 2
AYES: Casper, Hoagland, Mark, Parsons, Skinner
RESULT: Passed via Voice Vote

2. RESOLUTION NO. 2021-20 A RESOLUTION OF THE CITY OF LINCOLN CITY ORDERING THE TEMPORARY CLOSURE OF NE 14th STREET DURING CONSTRUCTION

MOTION: Motion to Adopt Resolution 2021-20, NE 14th Street Temporary Road Closure
MOVER: Anne Marie Skinner, Councilor Ward 2
SECONDER: Riley Hoagland, Councilor Ward 2
AYES: Casper, Hoagland, Mark, Parsons, Skinner
RESULT: Passed via Voice Vote

3. Resolution 2021-21: Lincoln County Enterprise Zone Redesignation

Mr. Mark would like page 50 in the agenda packet, line 24, would help "diversify".

MOTION: Motion to Adopt Resolution 2021-21: Lincoln County Enterprise Zone Redesignation with the Correction.
MOVER: Rick Mark, Councilor Ward 3
SECONDER: Mitch Parsons, Councilor Ward 1
AYES: Casper, Hoagland, Mark, Parsons, Skinner
RESULT: Passed via Voice Vote

L. SPECIAL ORDER OF BUSINESS

4. Construction Award for De-Watering Equipment

Councilor Mark asked if there was a deadline for completing the project. Ms. Reid said the contract does have an end date, they want to get the project completed in an appropriate time frame within the cost and there will be no downtime. Councilor Hoagland asked if this was to be purchased previously. Ms. Reid said that there was a piece of equipment purchased about two years ago and now it's ready to install.

MOTION: Motion to Award for De-Watering Equipment to Bateson Enterprises LLC \$450,000 with a Contingency in the Amount of \$45,000 for a total of \$495,000
MOVER: Anne Marie Skinner, Councilor Ward 2
SECONDER: Mitch Parsons, Councilor Ward 1
AYES: Casper, Hoagland, Mark, Parsons, Skinner
RESULT: Passed by Roll Call Vote

5. Enterprise Zone - Redesignation

Alison Robertson, Urban Renewal Director spoke about the Enterprise Zone and the qualifications. Ms. Robertson also gave details on the properties included on the map. Paul Schuytema, Economic Development Alliance of Lincoln County, explained the incremental increases of the tax exemption. Councilor Mark asked if the taxes are paid back at the end. Mr. Schuytema said that amount is forgiven.

Mr. Schuytema said that they have to apply each year for the exemption and meet the criteria. Councilor Parsons asked if there were any success stories. Mr. Schuytema said several businesses take advantage of the program and are successful. Ms. Robertson said that the program has not been taken advantage of in Lincoln City. Lincoln City also has the opportunity zone that can be used in conjunction with the enterprise zone.

6. City Electric Vehicle Charging Stations - Update + Next Steps

Ms. Robertson spoke about the EV Charging stations and location. Ms. Robertson outlined the usage and charges associated. Councilor Skinner asked if the \$2000 per year for the upgrade was per unit or total. Ms. Sprague said that is total. Councilor Skinner confirmed we have four total and asked what was bringing the charging stations forward. Ms. Robertson said that Council has not had the opportunity to review the operations and maintenance of this program. The private side of the market has started to provide electric vehicle charging. Because more vehicles are electric and charging stations, the City wants to make sure they are not competing with the private sector and that we are complementing and supportive. Councilor Skinner asked besides the Outlet mall, how many private places offer charging stations. Ms. Robertson said some going in out at the Otis Gas Station, these charging stations are starting to be viewed as an amenity. Ms. Robertson said that there are charging stations at the Outlet mall that only charges Tesla, there is the private charging station at the Cultural Center that the City gets 5% of the owners gross revenue; we do not need to do anything with these charging stations. The City-owned charging stations have a cost associated with operations and maintenance of the four heads. the operation and maintenance are a cost to the City. The City does not get any revenue; for someone to use those, they must have a \$20 ChargePoint membership. Councilor Parsons asked if there was a way to figure out the cost of operating the chargers. Ms. Robertson said the approximate cost is \$9800 since 2009. Councilor Casper asked if the \$9800 comes out of the General Fund. Ms. Robertson said it goes along with all of the City's cost for electrical.

MOTION:	Motion to Continue Current Levels of Operations and Maintenance with Staff Looking at Possible Comparison
MOVER:	Riley Hoagland, Councilor Ward 2
SECONDER:	Rick Mark, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Skinner
RESULT:	Passed via Voice Vote

M. CITY MANAGER/CITY ATTORNEY REPORTS

Mr. Murphy gave an update on the re-opening of City Hall.

Mr. Appicello asked Council to designate an alternate person for decision-making on three issues due to conflict of interest. Mr. Appicello said that Ms. Bradley sent a memo outlining the issue.

MOTION:	Motion to Delegate to City Attorney Authority to Make Public Contract Decision on the Lincoln City Glass Studio North and East Exterior Brick Wall Repair Project.
MOVER:	Anne Marie Skinner, Councilor Ward 2
SECONDER:	Mitch Parsons, Councilor Ward 1
AYES:	Casper, Hoagland, Mark, Parsons, Skinner
RESULT:	Passed by Roll Call Vote

MOTION: Motion to Delegate to City Attorney Authority to Make Decision for Requested Multi-year ENA Extension Decision for Villages RRMU Property.
MOVER: Anne Marie Skinner, Councilor Ward 2
SECONDER: Mitch Parsons, Councilor Ward 1
AYES: Casper, Hoagland, Mark, Parsons, Skinner
RESULT: Passed by Voice Vote

MOTION: Motion to Authorize Acquisition of Storm Water Easement for 18 Inch Storm line from Star Storage Subject to Conditions Outlined by City Attorney and City Engineer. City Manager and City Attorney are Specifically Delegated Authority to Make Such Modifications as Necessary to Settle the Matter.
MOVER: Anne Marie Skinner, Councilor Ward 2
SECONDER: Rick Mark, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Skinner
RESULT: Passed by Roll Call Vote

N. ACTIONS, IF ANY, BASED ON WORK SESSION OR EXECUTIVE SESSION

O. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS

No Citizens present for comment.

P. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL

Councilor Hoagland talked about the Spring Symposium that he attended; emergency preparedness was one of the discussions. During the discussion, there were some questions that Mr. Hoagland did not have answers. Mr. Murphy said that he could put together a paper together for Council with information to answer some questions. Mr. Murphy said that Pacific Power had a plan in place before the fires hit and it was not executed. Councilor Hoagland also spoke about water conservation. Ms. Bradley said that there is a water conservation plan and she will get a copy to Council. Councilor Casper spoke about also attending the Spring Symposium and the topics; planning for a disaster and a continuity of operations plan. Mr. Murphy said that the City has a continuity of operations plan and it was utilized in March of 2020 at beginning of Covid. Mr. Murphy also stated that he would be asking for assistance from Council with the lodging industry, with posting evacuation signs. Councilor Mark said he thought all hotels had to have evacuation routes. Mr. Murphy said they are required by law to have fire evacuation routes and nothing else. Mr. Mark announced he is attending a meeting as the unofficial representative for the League of Cities for the State Interoperability Executive Council; they handle emergency communications between jurisdictions.

Mr. Mark also read an apology to Laura Joki.

Councilor Casper stated there is a vacant Council seat and she would like to look at filling this position after the Mayor is elected. Councilor Casper said that she is filling the vacancy on the interview committees that was left with the departure of Councilor Hinton. Councilor Mark said the election is next Tuesday, when do we expect a new Mayor. Mr. Appicello said that it would probably be the June meeting.

Councilor Casper asked for the FEMA training to be sent to Council. Mr. Murphy asked which one. Councilor Casper said the wildfire and any others that are pertinent. Mr. Murphy will send the main website for Council to see the options.

Q. ADJOURNMENT

Councilor Casper adjourned the meeting at 7:45 PM

JUDY CASPER, COUNCIL PRESIDENT

ATTEST:

JAMIE YOUNG, CITY RECORDER

Council Communication

Order 2021-02- Ground Lease Extension (Mo's)

Meeting Date:	May 24, 2021	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	Alison Robertson
Approval:	Lila Bradley	Estimated Time:	5 mins.

Question: Should the City Council approve Order 2021-02 granting a six (6) month ground lease extension for Newport Pacific Corporation (Mo's Restaurant) under the same terms and conditions?

Staff Recommendation:

Staff recommends Council approve Order 2021-02 to facilitate negotiations between the parties on a new lease and rental rate.

Authority:

ORS 271.360 (A lease must be approved by Order or Ordinance of the City Council).

Background:

The current ground lease expires in December 2021. The 1982 lease is outdated and needs to be replaced. The review process for Mo's is extensive. In order to ease tension regarding the time to review the lease, and to facilitate negotiation on the fair market rental rate, staff recommends a six-month extension under the same terms and conditions as the existing lease.

Council Options:

1. Approve extension.
2. Do not approve extension.

Potential Motions:

Motion to approve Order 2021-02 granting a six month extension of the existing lease under the same terms and conditions.

Attachments:

Amendment to Ground Lease Agreement Amendment No 6_ 6mo Extension only
(DOCX)

AMENDMENT NO. 6 TO GROUND LEASE AGREEMENT

This Amendment No. 6 to the Ground Lease Agreement (Amendment 6), entered into as of the ____ day of _____, 2021, is an amendment to the Ground Lease Agreement dated June 8, 1982 (Original Lease) between Newport Pacific Corporation (lessee) and the City of Lincoln City (lessor), as amended by an Amendment to the Ground Lease Agreement dated December 9, 1985 (Amendment No. 1), Amendment to Ground Lease Agreement dated January 24, 1994 (Amendment No. 2), Amendment to Ground Lease Agreement dated February 1, 2002 (Amendment No. 3), and Amendment to Ground Lease Agreement dated September 13, 2011 (Amendment No. 4), and Amendment to Ground Lease Agreement dated April 18, 2018 (Amendment No. 5), collectively referred to as the Lease.

RECITALS

- A. The Lease provides six different and distinct five year rental periods for the last thirty years of the Lease, i.e., years 1992-1996, years 1997-2001, years 2002-2006, years 2007-2011, years 2012-2016 and years 2017-2021.
- B. The Lease amount for 2021 is \$14,602.22 per quarter, \$58,408.88 for the year.
- C. The 1982 Lease is in need of replacement; in addition, owing to COVID and other factors, the parties have not yet negotiated a new fair market value rental rate for a new lease.
- D. In order to facilitate negotiations, to update and replace the lease, and accommodate the Lessee's review process, the parties agree to a six-month extension of the lease from December 31, 2021 to June 30, 2022, under the same terms and conditions.

AGREEMENT

- 1. The lease term is hereby amended and extended by six (6) months from December 31, 2021 to June 30, 2022.
- 2. The lease amount for the first six (6) months of 2022 shall remain \$14,602.22 per quarter. Quarterly payment dates remain unchanged.
- 3. Except as amended and supplemented herein, and in the prior Amendments, all terms of the Lease shall remain in full force and effect.

LESSOR:
CITY OF LINCOLN CITY

LESSEE:
NEWPORT PACIFIC CORPORATION

By: _____
Lila Bradley, Interim City Manager

By: _____
Jolee Bancroft, President

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Richard Appicello, City Attorney

Jamie Young, City Recorder

Council Communication

One-Year Rollover Agreement--LCPEA Union Contract

Meeting Date:	May 24, 2021	Primary Staff Contact:	Abigail Edwards
Department:	Human Resources	E-Mail:	ADonowho@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Lila Bradley	Estimated Time:	5 minutes

Background:

On December 14, 2020, the City of Lincoln City discussed the possibility of approaching the LCPEA Union to consider a one-year rollover of the current collective bargaining agreement (CBA). At that time, the City Council moved to propose a one-year rollover provision.

The attached proposed tentative agreement of contract enacts a rollover of all current provisions, continuing the current contract's 2% annual COLA wage increase on July 1, 2021.

One change was necessary due to the passage and effect of House Bill 4207 related to personnel file retention practices. Article 23, Section 4: *Removal of Material* is modified to facilitate the City's ability to comply with removal of expired documentation from personnel files and provide complete information related to legal defense as required by HB 4207. The interlineated changes can be seen on pages 37 and 38 of the attached contract.

The updated version of the contract is ready for signature by all parties.

Potential Motions:

A motion to accept the Collective Tentative Agreement 2021-2022 between the City of Lincoln City and Lincoln City Police Employees Association, extending the current contract for one year with the adoption of a 2% COLA adjustment to the wage scale, the changes effected by House Bill 4207 as described, and authorizing the Interim City Manager to sign.

Attachments:

Interlineated CBA LCPEA 2021-2022 (PDF)

COLLECTIVE BARGAINING AGREEMENT

between the

**LINCOLN CITY
POLICE EMPLOYEES ASSOCIATION**

and

LINCOLN CITY

Effective July 1, 2021 - June 30, 2022

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ARTICLE 1 – RECOGNITION

Section 1. Recognition.

The City recognizes the Association as the exclusive bargaining agent for all employees of the Lincoln City Police Department regularly employed twenty hours or more per week in those job classifications listed in Appendix A hereof, and for such new classifications that may be established by the City and included within the unit in accordance with the section below New Classification during the term hereof.

Section 2. New Classification.

- (a) In the event the City creates a new job classification and rate of pay which it believes to be outside the scope of the bargaining unit, it shall so notify the Association and upon request provide the Association with a description of the job duties of the position. If the Association believes the position should properly be included within the bargaining unit, it may, within fourteen (14) calendar days of receipt of the job description, give notice to the City of their intent to seek inclusion under PECBA.
- (b) If the City creates a new job classification and rate of pay or modifies existing job classifications and rates of pay that it believes to be within the bargaining unit, and in the event a position is found to properly be within the bargaining unit as provided for above, it shall notify the Association of the new position before a wage rate and other conditions of employment have been finalized. Such notice shall specify a proposed wage rate and also detail any other provisions of the agreement which will not apply and/or be modified with respect to that position.
- (c) Upon receipt of such notification, the Association shall have fourteen (14) days in which to notify the City of its desire to enter into negotiations, pursuant to ORS 243.650-243.782, over the proper wage rate and such other conditions as it may specifically cite. Upon receipt of such notice, the City and the Association agree to enter into negotiations. The City may at its option delay implementation of the new classification pending conclusion of such negotiations or implement the new classification and provide a retroactive adjustment to the date of implementation upon conclusion of negotiations.

Section 3. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy shall be given to the employee upon assuming the position.

ARTICLE 2 - ASSOCIATION RIGHTS

Section 1. Employee Organizations.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization pursuant to the requirements of the PECBA and Section 6 of this Article.

Section 2. Non-Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, disability, sex, sexual orientation, gender identity, religion, national origin, Association affiliation, ~~or~~ political affiliation or other legally protected status or activity. The Association shall share equally with the City, the responsibility of applying the provisions of this Agreement.

Section 3. Dues Deduction.

Upon the written consent of an employee within the bargaining unit, the City will begin deducting Association dues for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the authorization for deduction in writing. In the event an employee rescinds authorization for dues deduction in writing, the rescission will become effective the first day of the payroll period following the City's receipt of the rescission. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Secretary-Treasurer of the Association, no later than the 10th of the month following the month for which the deductions were withheld. The Association will indemnify, defend and hold the City harmless against any claims made or any suit instituted against the City on account of any payroll deductions for the Association. The Association agrees to refund to the City any amount paid to it in error.

The Association agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders of judgments brought against the City as a result of the City's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 4. Association Representatives.

The Association shall designate four (4) or more employees as Association Representatives and provide written notification to the City as to the employees so designated. Association Representatives shall have full authority to represent the Association in grievances and other circumstances where contract interpretation may arise. Association Representatives and other employees shall be allowed reasonable time off during their regularly scheduled work time without loss of pay or benefits to engage in the following Association activities:

- (a) Investigating and processing grievances, complaints and other matters related to employment relations, including grievance meetings with supervisors, the Chief and the City Manager;
- (b) Attending investigatory interviews and due process proceedings;
- (c) Participating in collective bargaining as set forth in Section 5, below;
- (d) Conducting new employee orientations, not to exceed sixty (60) minutes;
- (e) Participating in other Association/Management meetings when mutually convenient
- (f) Engaging in other Association activities in accordance with applicable law.

For the purpose of this Section such time will be considered “reasonable” if it does not unreasonably interfere with the performance of the Association Representative’s duties.

Nothing in this section shall not be construed so as to prevent the members of the bargaining unit from consulting with or obtaining direct assistance from Association Representatives or the Association attorney.

The City and Association agree that employees can be adequately represented by one (1) Association representative during disciplinary interviews, due process proceedings meetings and new hire orientations. The Association’s attorney may also participate. Additional representatives may participate during off-duty hours or during regular on-duty hours with approval from the Chief or Chief’s designee.

Section 5. Bargaining Committee.

When negotiation sessions are held during the regularly scheduled work hours of one (1) or more of the Association's previously designated bargaining team members, up to two (2) of such team members shall be allowed time off from work without loss of pay for the purpose of attending such negotiation sessions. However, those on-duty employees will be expected to respond to emergency calls.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Reserved Rights.

It is recognized that an area of responsibility and authority must be reserved to the City if City government is to serve the public effectively. Except to the extent expressly abridged by a specified provision of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the City and are not subject to negotiation or the grievance procedure. By way of illustration and not of limitation, the following are listed as such management functions:

- (a) The determination of the governmental services to be rendered to the citizens of Lincoln City.
- (b) The determination of the City's financial, budgetary, accounting and organization policies and procedures
- (c) The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this Agreement.
- (d) The management and direction of the work force including the right to determine the methods, processes and manner of performing work, the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, assign, schedule, promote, demote, transfer and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to purchase, dispose and assign equipment or supplies; the right to set standards for appearance, uniforms and equipment; the right to formulate, change or modify departmental rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergencies; the right to contract or subcontract any work as long as any bargaining obligations under current law are met.

Section 2. Consultation.

This Article shall not preclude the Association and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties or (2) negotiating during the open negotiation period.

Section 3. New Policies.

All new department policies will be forwarded to the Association President for review by the Association prior to implementation. Within fourteen (14) calendar days the Association will advise the Chief or designee if the Association has any objections or input to the proposed policy. If, however, the new policy involves a change in a mandatory subject of bargaining, and the Association demands to bargain within fourteen (14) calendar days of the above referenced notice, the parties will bargain them as required by Oregon law.

Section 4. Emergency.

For purposes of this Agreement an "emergency" is an unforeseen event or circumstances, not directly caused by the City, which by its nature dictates an immediate response.

ARTICLE 4 - CITY SECURITY

The Association and its members as individuals or as a group will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. The City agrees that at no time will it institute a lockout of the employees in the unit.

ARTICLE 5 - FILLING OF VACANCIES

Section 1. Posting of Vacancies.

All job announcements for vacancies for the Lincoln City Police Department shall be posted on the bulletin board for two weeks before the filling of vacancy and shall include the following:

- (a) Title of position open,
- (b) Brief description of duties and work to be performed'
- (c) Pay range (in dollars),
- (d) Minimum qualifications for employment and
- (e) When and where to file an application.

Section 2. Filling of Full-time Dispatch Vacancies.

Any full-time vacancy of a dispatch position shall be offered first to the part-time 9-1-1 dispatcher with the most seniority. If rejected within the time provided, it shall be offered to the next most senior part-time 9-1-1 dispatcher and so on until the position is filled. This may be done without the need to post as described in Section 1 of this Article. If all part-time 9-1-1 dispatchers reject the offer to fill the full-time vacancy, the process outlined in Section 1 of this Article shall be followed.

Section 3. Justification of Denial.

If an employee does not receive a requested promotion or transfer, he/she may request in writing and shall receive in writing the reason for denial of the promotion or transfer.

ARTICLE 6 – PROBATIONARY PERIOD & CLASSIFICATIONS

Section 1. Initial Probationary Period.

All sworn personnel shall serve a probationary period of eighteen (18) months from his/her date of hire. All non-sworn personnel shall serve a probationary period of twelve (12) months from his/her date of hire. Sworn personnel who are hired as lateral entry employees and who are already certified by Oregon DPSST or another state and have successfully completed the Oregon Career Officer Development (COD) shall serve a probationary period of twelve (12) months from his/her date of hire.

Section 2. Promotional Probationary Period.

A promoted employee may be removed from the higher classification for any reason during the promotional probationary period of six (6) months.

Section 3. Bumping Rights During Promotional Probationary Period.

- (a) In the event that a promoted employee serving probation is laid off during the probation period, the promoted employee shall have the right to bump back into his/her previous classification.
- (b) The Association recognizes that newly hired probationary employees may be discharged or disciplined at-will; promoted employees within the probationary period may be returned to the former classification upon the City's determination to do so without due process or appeal.

Section 4. Regular Employees.

A regular employee is one who is appointed to a budgeted position after completing the probationary period and employed on a full- or part-time basis. A full-time employee is one who holds an appointment at 1.0 FTE and regularly works the full workweek. A part-time employee is one who holds an appointment of .5 FTE and regularly works at least twenty (20) hours a week on average.

Section 5. Job Classifications.

For the purpose of assignment of overtime, the detective position is not considered to be in the same job classification as the Police Officer and Senior Police Officer. However, for all other purposes, the detective position is considered to be within the same job classification of Police Officer. 9-1-1 dispatchers are each in their own classification. The Code Enforcement Officer, Police Administrative Assistant and Evidence Technician are each in an individual job classification. Each classification shall be considered separately when applying certain rights outlined in this Agreement, such as layoff and recall as set forth in Article 8 and overtime scheduling as set forth in Article 13, Section 5.

ARTICLE 7 – SENIORITY

Section 1. Seniority.

- (a) Unless stated otherwise, seniority as used in this Agreement is determined by the length of continuous service in an employee's classification.
- (b) Part-time employees accrue seniority at pro-rata rate of accrual in relation to a full-time employee.
- (c) If more than one (1) employee is hired on the same date, placement order on the eligibility list will dictate the order of seniority.

Section 2. Anniversary Date.

Effective at execution of this Agreement, the anniversary date will be defined as the date on which the employee began full- or part-time employment with the Police Department. This date will be used to issue step increases. This date shall remain the same regardless of promotions or reclassifications as a part- or full-time employee.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Layoff.

- (a) A layoff is defined as an involuntary reduction in force and does not reflect discredit on an employee.
- (b) An employee shall be given written notice of layoff at least thirty (30) days before the effective date of the layoff, unless due to factors not within the control of the City it is impractical to provide such prior notice.
- (c) In the event of layoff, employees shall be laid off in the inverse order of seniority within the job classification as described in Article 6 Section 5.

Section 2. Recall.

- (a) Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the Department.
- (b) An employee who is laid off shall be eligible for recall for eighteen (18) months following the layoff. No new employees shall be hired to any position until all laid off employees who are fully qualified for the position have been given an opportunity to accept the position.
- (c) The City shall notify laid off employees, in the order of their seniority within the job classification, of a position opening by certified letter return receipt

requested at his/her address of record as maintained in the City Manager's office. Laid off employees are responsible for notifying the City of a change of address. Laid off employees shall have ten (10) days from date of mailing of such notification (or from the date of mailing if mail is returned as undeliverable or if the employee failed to notify the City of a change of address) in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days there from in which to begin active employment. The City may, however, specify a later reporting date or the employee and the City may mutually agree to an earlier or later reporting date.

If an employee fails to respond to such correspondence sent to his/her last known address (return of certified letter) or if he/she rejects recall to his/her former classification, he/she shall forfeit all reemployment rights. However, an employee who is offered recall to another classification may accept or reject such position without loss of recall rights as provided herein. Employees who wish to waive reemployment rights may do so by written notification to the City.

- (d) Employees recalled from layoff shall have all previously accrued sick leave and seniority reinstated but shall not accumulate benefits during the period of layoff.

Section 3. Bumping.

Any bargaining unit employee who is to be laid off who had advanced to his/her present classification from a lower classification within the bargaining unit, in which he/she held a regular appointment, shall be permitted to displace the least senior employee in the previously held lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the bargaining unit employee's seniority in all bargaining unit classifications.

Section 4. Part-Time Employees.

Part-time employees shall be laid off before full-time employees in the inverse order of seniority within the job classification. An employee with greater part-time seniority may not displace a full-time employee but may displace a part-time employee with less seniority.

Section 5. Severance Pay.

When a regular full- or part-time employee loses employment with the City due to layoff, the employee will receive severance pay only when all of the following are met:

- (a) The employee is not offered another full- or part-time position with the City;
- (b) The position is eliminated with less than three (3) months' notice to the employee; and

- (c) The employee and an LCPEA Representative sign a full release of liability, to the City approved by the City Attorney, which may include a waiver of recall rights.

Severance pay will be in the amount of base pay (less payroll taxes) for a period of equal to one (1) week for each year of service (calculated based on full years of service) but no less than two (2) weeks.

Section 6. Loss of Seniority.

An employee shall lose all seniority and the employment relationship will be severed if any of the following events occur:

- (a) Voluntary resignation or retirement;
- (b) Discharge of a regular employee for just cause or discharge of a probationary employee at will;
- (c) Layoff for more than eighteen (18) consecutive months;
- (d) Failure to notify the Chief of Police of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the City within ten (10) days of receipt or fourteen (14) days of mailing, whichever is greater;
- (e) Failure to report for work upon expiration of an authorized leave of absence;
- (f) Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
- (g) Failure to return from military leave in accordance with applicable law.

ARTICLE 9 – SAFETY

Section 1. Mutual Responsibility.

The Association and the City recognize that both the employees and City management share a mutual concern and responsibility in promoting the safest possible working environment. Employees will abide by all safety rules of the City.

Section 2. Reporting and Correction of Deficiencies.

In accordance with such, employees shall be expected to report equipment deficiencies promptly and the City shall act upon such reported deficiencies promptly. When reported deficiencies cannot be promptly corrected, the employee(s) who reported same shall be so advised and shall further be advised as to the reasons therefore.

Section 3. Safety Committee.

The Association shall designate an on-duty representative to attend the City-wide Safety Committee. The Safety Committee shall have the following duties/powers along with other responsibilities provided for in Oregon Administrative rules and laws:

- (a) Make periodic inspections of the City's facilities and make recommendations for safety improvements,
- (b) Investigate the cause(s) and prevention of reportable accidents and injuries as defined by OSHA and
- (c) Promote and recommend the education of employees related to safety and health issues.

ARTICLE 10 - EDUCATION/TRAINING

Section 1. Reimbursement.

- (a) The City shall reimburse an employee for attending classes approved by the Chief in writing before the class begins and the student must receive a 2.0 grade or better, or a pass if no grade is available for the class.
- (b) The Chief will consider such factors as: whether the class is job-related, provides a skill beneficial to the City, or is a class which is a prerequisite for a degree. However, the following limits shall be placed on the reimbursement:
 - i. The City shall reimburse no more than four hundred fifty dollars (\$450) per class.
 - ii. No employee shall receive more than two thousand dollars (\$2,000) in education reimbursement per fiscal year.
 - iii. Reimbursable expenses include, but are not limited to, registration fees, tuition, course materials, service fees and books.
 - iv. The total Association education/training reimbursement for any fiscal year will not exceed ten thousand dollars (\$10,000).
 - v. Agreements to reimburse will be made on a first-come first-served basis.
 - vi. Employees may request an exception to the above limits. Requests must be made in writing to the Chief who will decide on a case-by-case basis.

vii. This section does not apply to cadets.

Section 2. Training.

- (a) Employees leaving a training session without authorization shall be subject to disciplinary action and/or reimbursement to the City for training expenses.
- (b) Employees authorized to carry firearms shall complete all required defensive tactics and firearms training. The City shall provide all necessary ammunition. Any employee who demonstrates to the firearms instructor a need for additional firearms training shall receive necessary coaching, counseling, and ammunition. The City agrees to provide each employee who is authorized to carry a sidearm with fifty (50) practice rounds every month.

Section 3. Minimum Training Hours.

The City shall provide each sworn officer with a minimum of eighty (80) hours of training per year to include patrol tactics, defensive tactics and firearms.

ARTICLE 11 - TRAVEL EXPENSE

Section 1. Mileage.

An employee shall be paid at the current IRS rate per mile for employee business expenses for required and preauthorized travel out of town on City business. Weekly travel to and from the Academy shall also qualify for mileage reimbursement. Commuting to Court from an employee's residence will not qualify for mileage reimbursement. If a City vehicle is not available for use by employees for duty-related activity, the Chief or designee will seek approval from the City Manager for the employee to use his/her own vehicle. If approval is granted, mileage will be paid to that employee.

Section 2. Expenses.

The City shall reimburse actual and reasonable receipted expenses incurred during the performance of official duty as a City employee for the City's benefit.

Section 3. Out-of-Town Travel.

When an employee is required to travel out of County on City business, the City will offer such employee with an appropriate City-owned vehicle and may provide a City Credit Card for allowable expenses.

ARTICLE 12 - WORK SCHEDULES

Section 1. Workweek.

- (a) The workweek for employees will be on the basis of:
- i. five (5) consecutive eight (8) hour days ~~week~~ followed by two consecutive days off;
 - ii. a rolling four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off;
 - iii. four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; or
 - iv. seven (7) twelve (12) hour days in a two (2) week period.

For employees working the 5-8 or 4-10 schedules the workweek shall commence at 12:00 a.m. (00:00 hours) Sunday and end at 11:59 p.m. (23:59 hours) Saturday. For patrol division officers working the rolling 4-12 schedule or 7-12 schedule, the partial overtime exemption set forth in 29 CFR 553.201 also known as the FLSA 7(k) exemption will apply as set forth in (d) below.

The City shall have the discretion to determine the need for using any one or any combination of these workweeks. Only officers assigned to patrol will be permitted to work the rolling 4-12 schedule or the 7-12 schedule.

- (b) Notwithstanding the above, the City and the Association recognize the value of meeting to discuss work schedules. To that end the City agrees to entertain suggested changes in work schedules proposed by the Association. The City shall have the sole discretion to accept or reject all or parts of the Association's proposals.
- (c) To the extent needed based on the twelve (12) hour shift schedule elected by the parties, the City and Association hereby elect to administer hours and overtime accounting as authorized by FLSA Section 7(k) in order that regularly scheduled hours of work do not constitute overtime recognized under application of standard workweek overtime computations.
- (d) **12-Hour Police Patrol Shift**

The City will utilize a partial overtime FLSA 7(k) exemption with a 28-day work cycle for patrol officers working a rolling 4-12 shift commencing on July 5, 2020. Patrol officers work schedules existing prior to that date will continue in effect until the 28-day work cycle commences. In the event the Department elects to resume the 7-12 work schedule in effect prior to commencement of the rolling 4-12 shift by providing thirty (30) days written notice as set forth in Subsection i below, the same partial overtime FLSA 7(k) exemption will apply with overtime paid for the first two (2) weeks of the

28-day work cycle and the overtime paid for the second two (2) weeks of the work cycle as set forth in Article 13, Section 1 (a).

The following rules apply to the utilization of the 28-day cycle FLSA 7(k) exemption:

- i. With thirty (30) calendar days' written notice to the Association, the City may unilaterally initiate or discontinue the 12-Hour Patrol Work Shift Schedule and revert to one of the schedules set forth in Section 1 (a) above or another schedule if that schedule is agreed upon between the City and Association.
- ii. Under the rolling 4-12 work schedule patrol officers will work ninety-six (96) hours in one pay period and seventy-two (72) hours the other pay period in each 28-day work cycle for a total of one hundred sixty eight (168) hours. Such employees shall accrue eight (8) hours Compensatory Day Off (CDO) leave during the pay period they are working ninety-six (96) hour pay period in lieu of pay for working the eight (8) hours more than those who are not working a 4-12 schedule. When officers work a seventy-two (72) hour pay period, they will be paid for the seventy-two (72) hours, plus an additional eight (8) hours from their pay stabilization bank in accordance with Article 13.1(a).
- iii. The only exception to this is during rollover at which time the City will try but may not be able to provide four (4) consecutive days off in the employee's schedule and reserves the right to unilaterally adjust the work schedules and days off of employees on an individual basis with a minimum of 14-days' notice as set forth in Article 12.3 in order to avoid incurring overtime. However, in lieu of this right, the City will ensure that each employee is scheduled for the same number of hours as he/she would have been scheduled to work if the rollover had not occurred during the 28-day cycle that encompasses the rollover.
- iv. If the employee is on workers compensation leave, light duty, an approved medical leave or FMLA/OFLA leave for one (1) day or more, the employee's schedule may default to an eight (8) hour day/five (5) day schedule, not to exceed eighty (80) hours per pay period, at the Chief's discretion.
- v. Employees may accumulate and carry up to sixty (60) hours of CDO time before they will be required to use it. It is the employee's responsibility to use CDO in lieu of vacation time or request CDO time off at least twenty-eight (28) days before the maximum is reached. If the employee requests CDO time off and it is denied, the employee shall submit a second request for CDO time off within the next fourteen (14) days. If CDO off time is not requested or if it is

denied, the City will reschedule time off for the employee to keep the accrued time under sixty (60) hours.

- vi. Employees shall be eligible for overtime pay in accordance with Article 13, Section 1 (a).

Section 2. Workday

A day for employees is defined as a twenty-four (24) hour period, commencing at the beginning of the employees' scheduled shift. Each shift shall have regular starting and quitting times.

Section 3. Fourteen Days' Notice.

Work schedules shall be posted at least fourteen (14) days in advance and shall not be changed with less than fourteen (14) days' advance written notice. Shift changes that occur without fourteen (14) days' prior notification will be subject to the overtime requirements of Article 13. The overtime liability shall be limited to those hours of the first two (2) days of any shift change that fall outside the employee's previously scheduled work hours. However, if a shift change without the fourteen (14)-day prior notification is the result of an industrial accident, or a termination, or for other reasons which the City could not reasonably have anticipated and which are likely to result in an absence of two (2) shifts or more, the schedule change shall for purposes of overtime payment be treated as though the fourteen (14) day prior written notification had been given.

Section 4. Shift Adjustment.

To provide employees with the maximum amount of time to schedule their personal lives and to give the City flexibility to deal with staffing changes, Section 3 of this Article can be used to adjust shifts and days off to maintain adequate staffing for unforeseeable vacancies/absences, such as resignation and discharge. If a situation arises and a change of assignment is required, the City will use reverse seniority when determining which officers will be assigned to new shifts. This is not intended for the purpose of covering planned time off and does not relieve the City of paying overtime pursuant to Article 13.

Section 5. Shift Rotation.

- (a) Regular shift rotations shall occur quarterly (four (4)) times per calendar year) for officers who are assigned to patrol, as set forth in Section 7, below. "Calendar year" is defined as the mid-December rotation through the next year's mid-December rotation. Shift rotation shall be conducted in such a manner so as to coincide with the change of academic quarters at area educational institutions as closely as possible, subject to such shift changes as may occur under the provision of Section 3 of this Article.
- (b) Officers must work a minimum of one (1) day shift (0600-1800) and one (1) night shift (1800-0600) position every one (1) calendar year. Officers may

not select the same shift on consecutive rotations. Shifts are designated as Shifts A, B (Dayshift) and Shifts C, D (Nightshift).

- (c) In some cases, the least senior officer(s) may not be held to the one (1) day shift/one (1) night shift requirement if, during the one (1) year period, there are no alternative shifts available when they bid.

Section 6. Shift Trades.

- (a) The trading of a shift up to three (3) days may be approved by the Chief of Police or designee when both employees affected have submitted a signed Shift Trade Request form to the Chief at least one (1) calendar week in advance of the proposed trade. If the Chief of Police or designee determine that exigent circumstances exist, a trade in excess of three (3) days may be approved. All proposed shift trades documented on the form shall include provision for a reciprocal trade with an assigned date that is within thirty (30) days from the proposed initial trade. In no case may an employee pay back a trade on a workday if the scheduled shift and the payback hours combine to greater than twelve (12).
- (b) The time records shall reflect hours of work regularly scheduled by the participants in the trade, each of whom shall be paid accordingly. A "shift trade" notation will be made in the comment section of the timekeeping system to signal that a Shift Trade Request form exists reflecting the actual time worked. Voluntary shift trades do not affect hours of work in accordance with the FLSA. If a trade participant works hours in excess of the traded shift on the same workday, such hours shall be paid at the overtime rate to the employee who performed the overtime work. Arrangements related to the payback of a trade are the sole responsibility of the trade participants and the City shall bear no responsibility for a failure to pay back. Once a trade is approved by the Chief of Police, the employee who agrees to trade assumes full responsibility to work the shift and is expected to fulfill the trade obligation.
- (c) Trade and payback scenarios shall not involve more than two trade participants.
- (d) A trade of a shift acquired by trade shall not be permitted.

Section 7. Shift Bidding for Officers.

- (a) Shift assignments will be determined through seniority bidding.
- (b) Bidding will occur once per calendar year starting with the shift in December and begin no less than six (6) months before the next rotation. Officers will have two (2) working shifts to utilize their seniority shift bids. After the time expires, officers who have not bid will forfeit their seniority to the next person or persons on the seniority list. Officers who do not bid and passed their

seniority right to do so, will not get another two (2) shifts to make a decision, it will immediately move to the next person on the list. After passing on seniority, the officer may bid at any time but may not bump anyone who has already bid. Potentially, the longer a person waits, the lower their seniority will drop. Once an officer has bid, he or she may not change or move his or her bid.

- (c) Probationary officers assigned to an FTO do not have bidding rights.
- (d) Probationary officers who reach solo status may or may not exercise their seniority rights in shift bidding subject to management discretion and depending on performance and need for further development or more experience on specific shifts.
- (e) Vacation rights exercised during the January sign-up per Article 16, Section 2 will be honored regardless of schedule bid process.
- (f) If an officer is on an approved leave with an unknown return to work date at the time his/her new shift would commence, the officer will not bid a shift. If the officer returns to regular full duty during the shift rotation that he/she did not bid, the officer shall fill a vacant shift based on department need. If the City decides to fill either or all shifts based on need, officers will be assigned by classification, then seniority.

Section 8. Shift Bidding for 9-1-1 dispatchers.

- (a) During the month of December, in order of classification seniority, each full-time regular employee has a seventy-two (72) hour period within which to pick four (4) shifts for the year starting with the March rotation.
- (b) Each 9-1-1 dispatcher has to pick at least two (2) different shifts for the year. Example: 9-1-1 dispatcher #1 picks three (3) consecutive weekend graveyard shifts and then picks a weekday graveyard shift.
- (c) After the shift bid process is complete, the Association will meet with management to come up with a rollover plan for the year. The goal will be to devise a rollover plan that does not require overtime and the parties will collaborate to that end. However, if shift vacancies remain during a scheduled rollover week, overtime may be necessary pursuant to Article 13.
- (d) Probationary 9-1-1 dispatchers assigned to an FTO do not have bidding rights.
- (e) Part-time 9-1-1 dispatchers will bid for part-time shifts at the same time as full-time 9-1-1 dispatchers.
- (f) If a 9-1-1 dispatcher is on an approved leave with an unknown return to work date at the time his/her new shift would commence, the 9-1-1

dispatcher will not bid a shift. If the 9-1-1 dispatcher returns to regular full duty during the shift rotation that he/she did not bid, the 9-1-1 dispatcher shall fill a vacant shift based on department need. If the City decides to fill either or all shifts based on need, 9-1-1 dispatchers will be assigned by classification, then seniority.

Section 9. SRO Shift Bidding.

The School Resource Officer (SRO) position is not subject to shift bidding during the school year. The employee assigned to that position is not required to fulfill the rotation mandate for the June to September sign-up. The employee assigned to the SRO position may use seniority to bid available shifts during the June to September rotation.

Section 10. Meals and Rest Periods.

Police Officers, 9-1-1 dispatchers and other police department employees who are subject to call throughout their hours of work will be entitled to a thirty (30) minute paid meal period during each full shift. The nature of the work for these employees is such that a full and complete meal period may not always be accomplished as they are required to be available at all times during their shift. 9-1-1 dispatchers and other employees who are required to maintain availability to call will remain available at the radio console or in the police department duty area during their meal period unless other qualified personnel are available for relief. Qualified personnel when available shall be scheduled on a daily basis to relieve a 9-1-1 dispatcher for lunch. Normally, lunch breaks shall occur between the fourth and five hour unless qualified relief personnel are unavailable due to call load. When relieved, the 9-1-1 dispatcher will remain available for immediate return to the workstation. The preceding relief provisions shall only apply to shifts where more than one 9-1-1 dispatcher is on assigned duty.

Police Officers and 9-1-1 dispatchers and other police department employees who are subject to call throughout the employees' hours of work will be entitled to a fifteen (15) minute paid rest period during each half (1/2) shift as approved by the City. The nature of the work for these employees is such that a full and complete rest period may not always be accomplished as they are required to be available at all times during their shift. 9-1-1 dispatchers and other police employees subject to call will remain at the radio console or available in the police department duty area during their rest period unless other qualified personnel are readily available for relief. Even if relieved, the 9-1-1 dispatcher will remain available for immediate return to the workstation.

Employees scheduled to work a twelve (12) hour shift may take three (3) paid fifteen (15) minute rest periods during each one-third (1/3) shift. All meal and rest periods shall be "on duty" and taken only as operational requirements permit.

Section 11. Rollover and Daylight Savings Transition.

Employees who work fewer hours than those regularly assigned shall be paid a regular salary for the affected rollover workweeks or work periods and the difference shall be charged to the employee's vacation balance unless the time is actually worked with Collective Tentative Agreement 2021-2022

supervisor approval. Should an employee have insufficient vacation, holiday or CDO accrual, the difference shall be unpaid.

ARTICLE 13 – OVERTIME

Section 1. Rate of Pay.

- (a) All employees on a five (5) day workweek who are required and authorized to work beyond forty (40) hours per week or eight (8) hours per shift; all employees on a four (4) day workweek (if a four (4) day workweek is adopted) who are required and authorized to work beyond forty (40) hours per week or ten (10) hours per shift and all employees on a schedule of seven (7) twelve (12) hour days in a two (2) week period (if this work schedule is resumed) who are required and authorized to work beyond eighty-four (84) hours in that two (2) week period or twelve (12) hours in a day shall be eligible for overtime pay at one and one-half (1 ½) times their regular rate of pay which includes any incentive and longevity pay.

Patrol officers who are working rolling 4-12 shifts on a 28-day work cycle and are required and authorized to work beyond twelve (12) hours per shift or one hundred and sixty-eight (168) hours in a work cycle shall be eligible for overtime pay at one and one-half (1 ½) times their regular rate which includes any incentive and longevity pay. When patrol officers work a ninety-six (96) pay period, they will be paid for eighty (80) hours and the City will put eight (8) hours into their Comp Day Bank and another eight (8) hours into a pay stabilization bank. When officers work a seventy-two (72) hour pay period, they will be paid for the seventy-two (72) hours, plus an additional eight (8) hours from their pay stabilization bank. In the event an employee separates from employment, any amount remaining to be paid or overpaid will be included or deducted from the employee's final paycheck.

In the event the Department resumes the 7-12 hour days in a two (2) week period schedule, the Department will also resume the practice of putting four (4) hours into the Comp Day Bank of patrol officers for each 2-week period they work this schedule.

Overtime hours shall be paid and computed to the nearest one-quarter (1/4) hour no later than the pay period in which the overtime is due according to the payroll calendar. Hours worked as overtime will be listed on the employee's pay stub. In no event shall overtime compensation be received twice for the same hours.

Section 2. Call Out & Telephone Calls.

- (a) “Call out” is defined as an occasion where an employee has been released from duty and is called back to work more than two (2) hours prior to his/her normal starting time. An employee who is called out, including court and any education or training required by the City where any employee is not given time off from his/her regular work shift, shall be compensated for a minimum of three (3) hours at the overtime rate. A telephone call is not a call out unless the recipient is asked to respond to a different location.
- (b) Work-related telephone calls of seven (7) minutes or longer shall be compensated at one-quarter (1/4) hour of overtime pay per phone call. It is the intent of the parties to comply with FLSA quarter hour rounding rules, and phone calls of less than seven (7) minutes are *de minimis* time and not compensable. If a phone call to an off-duty employee exceeds thirty (30) minutes, the employee shall be compensated for a call out subject to the minimum stated in this article and section.

Section 3. On Call.

- (a) If an employee is required to leave a phone number where the employee can be reached or is provided a cell phone, the employee will be considered “on call” and the free to engage in activities throughout the local area within cell phone range and a response time of thirty (30) minutes. On-call time is not compensable as hours of work.
- (b) The City may advise employees of possible call-in requirements in advance, at which time the employee shall have the option of agreeing to remain available for possible future call-in or declining all call-in and consequent prospective overtime at the time of first contact from the City for that particular period and/or occasion.
- (c) If the City requires an employee to remain accessible by cell phone for possible immediate dispatch, the City shall compensate the employee at four (4) hours pay at the base rate of pay.

Section 4. Paid Time Off.

All paid time off, including vacations, holidays and sick leave, shall be considered to have been hours worked for purposes of computation of overtime hours worked.

Section 5. Overtime Scheduling.

For purposes of this section a “qualified employee” is a paid, regular employee in the same job classification.

- (a) Overtime shifts that are known to exist seventy-two (72) hours or less before the overtime shift is scheduled to begin, shall be offered to all “qualified

employees” on a classification seniority basis, who are not already scheduled to work within a ten (10) hour period before or after the overtime shift. Overtime will be offered by calling or texting contact numbers posted in dispatch. If there is no contact, a message will be left (if possible) and the caller will move on to the next senior employee. If the most senior employee is unavailable, the first person to return the call or answer the call and accept the overtime offer will be chosen in order to cover the shift in a timely manner.

- (b) Overtime shifts that are known to exist seventy-two (72) hours or more before the overtime shift is scheduled to begin, shall be posted and offered to all “qualified employees” on a classification seniority basis who are not already scheduled to work within a ten (10) hour period before or after the overtime shift. The posted signup shall include the date, time and with sufficient room for several “qualified employees” to sign. The Scheduling Sergeant or the Sergeant’s designee will review the signup list, determine who the most senior qualified employee is and then notify that employee of the impending overtime.
- (c) When an overtime opportunity is made available, the qualified classification(s) will be designated.
- (d) If no “qualified employee” within the police officer classification accepts the overtime shift, the Chief of Police or the Chief’s designee may mandate any qualified employee to work the overtime shift if a sergeant will not volunteer to work the shift.
- (e) In no event will an employee be mandated to work on his/her Friday or on a scheduled day off if pre-planned, approved vacation is scheduled the next day or on the prior day.
- (f) Employees who have worked more than forty (40) overtime hours in the current pay period, are not eligible to sign up for voluntary overtime, unless pre-approved by the Chief of Police.
- (g) Employees who sign up for an overtime shift and subsequently remove their names(s) after the posted “pull-date” for the sign-up sheet are responsible for finding a replacement for the shift. If no substitute can be found, the employee is required to work the overtime shift for which he or she signed up.
- (h) When an overtime opportunity becomes open in any increment of up to three (3) hours, the overtime opportunity can be filled by requiring an on-duty employee to remain on-duty or that an employee scheduled on the upcoming shift arrive early, on a classification seniority basis.

- (i) The Chief of Police has the management right to decline filling extra shifts that are grant funded. All other overtime opportunities (e.g. Seafood and Wine Festival) will be filled consistent with the current practice.
- (j) The overtime call in procedure which sets forth directives on mandate lists for overtime coverage is set forth in General Order 19-04, which is attached to this Agreement as Appendix B.

ARTICLE 14 - SICK LEAVE

Section 1. Accrual.

- (a) All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of three and sixty-nine one-hundredths (3.69) hours for each pay period of service for full-time employees for a total of up to ninety-six (96) hours per year. For part-time employees, sick leave shall accrue at the rate of one and eighty-five one-hundredths (1.85) per pay period of service, regardless of actual hours worked, for a total of up to forty-eight (48) hours per year.
- (b) Sick leave accumulated prior to the execution of this Agreement shall be credited to each employee's accumulated sick leave.
- (c) Unused sick leave shall accrue to a maximum of two thousand (2000) hours.

Section 2. Utilization.

Sick leave shall be granted to employees when they are unable to perform their duties as a result of sickness, injury, dental or medical examination or treatment or quarantine by a County Health Officer (or Health Care Provider's (HCP's) order as result of exposure to a contagious disease), or to care for an immediate family member's medical condition as defined under state or federal law and for other absences in which use of accrued sick leave is mandated by federal or state law.

Section 3. Immediate Family.

"Family member" means the eligible employee's husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster child, Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; any step relationship in the previously listed categories; parent-in-law or a person with whom the employee was or is in a relationship of *in loco parentis*; and the employee's biological, adoptive or foster parent or child; and any relative by blood or marriage residing in the employee's household.

Section 4. Health Care Practitioner Verification.

Any employee who does not work on account of sickness for a consecutive period in excess of three (3) shifts may be required to present his/her supervisor or department head with a signed statement from his/her HCP or attending qualified personnel, certifying to his/her inability to perform his/her duties. A copy of the appropriate HCP insurance form completed by the HCP shall constitute adequate verification of illness unless the employee was advised at or before the time he/she notified the City of illness of a requirement for more detailed information.

The City may require an employee to undergo a medical evaluation at City expense, i.e. with the City paying for evaluation costs not covered by insurance, when it has a good faith concern that the employee cannot safely perform the essential duties of his/her job or would pose a direct threat to their safety or the safety of another if allowed to continue working.

Section 5. Workers' Compensation.

- (a) Any illness or injury for which the employee does or should qualify for time loss payments from the Workers' Compensation Fund shall not qualify for use of paid sick leave benefits except for a period of up to ninety (90) days during the first six (6) months following the injury. Within that time, the employee may supplement workers compensation time loss payments with his/her own accrued sick leave benefits in the amount necessary to bring the employee's pay to the full amount of the employee's net average weekly wage at the time of injury. The gross average weekly wage calculation on the form 801 includes all forms of pay (regular, overtime and incentive pay) during the previous year. The City will use the same process to calculate the net average weekly wage in the application of this section.
- (b) If time loss benefit eligibility is subject to a three (3) day waiting period, the employee shall qualify for sick leave benefits for the first three (3) calendar days thereof.
- (c) During the first three (3) months of any time loss injury or until the employee receives a permanent disability award, whichever shall occur first, the City shall continue to provide medical, dental, prescription and life insurance benefits just as though the employee were working.
- (d) PERS will not accept contributions on time loss benefits. Employees on workers compensation time loss that exceeds six (6) months will receive Employer paid discretionary contributions to the City IRC Section 457b deferred compensation plan in which the employee has elected to participate, if any, computed in an amount that equates to the PERS contributions that would have been made on the employee's behalf had the employee received eligible W-2 wages during the period; provided however

that this benefit shall not be interpreted or applied in a way impermissible or inconsistent with the City deferred compensation plan terms or the Internal Revenue Code. In no event will such a contribution be paid in an amount in excess of the W-2 wages paid to the employee during the calendar/tax year.

- (e) The City may use accrued sick or vacation leave to cover the employee's share of all benefit premiums as well as Association dues during the period of workers' compensation leave. Deferred compensation contributions elected by an employee may not be funded with use of vacation or sick leave accruals during a period of workers compensation time loss.
- (f) Employees who are returned to work on light duty are obligated to perform any light duty work offered to them by the City, provided that they are qualified for the work and that it meets the limitations set forth by their HCP. Efforts will be made to accommodate in order to assign work in the Police Department whenever possible.

Section 6. Unused Sick Leave Incentive Contribution.

Employees will be compensated for the employee's unused sick leave balance as described in this section upon retirement or layoff as hereinafter provided.

For the benefit of employees who participate in one of the City's deferred compensation plans and have completed ten (10) or more years of uninterrupted bargaining unit service and who are laid off under the lay-off terms of this Agreement or retire from the City, such employee may elect:

- (a) And the City shall make a Section 457 discretionary contribution the amount of which shall be subject to the limitations fixed by the IRS for the year of the employee's separation event. If the employee is eligible for PERS fold-in, only hours in excess of those applicable for PERS fold-in purposes shall be considered for sick leave deferred compensation contribution purposes. The value of the unused sick leave balance subject to this section will be computed based upon twenty five percent (25%) of the value of unused sick leave hours in excess of one thousand (1,000) hours times the employee's base rate of pay during the last month of employment.
- (b) Or, to receive a cash payment in the amount described in subsection (a) of this section subject to the limitations of subsection (a).

Section 7. Sick Leave Abuse.

Appropriate disciplinary action for the misuse of sick leave may be imposed. The parties recognize that the ability of an employee to attend work regularly is a job requirement.

ARTICLE 15 – HOLIDAY

Section 1. Accrual.

All regular full-time employees accrue three and sixty-nine one-hundredths (3.69) hours of floating holiday leave per pay period for a total of up to ninety-six (96) hours per year. For part-time employees, holiday leave shall accrue at the rate of one and eight-five one-hundredths (1.85) per pay period of service, regardless of actual hours worked, for a total of up to forty-eight (48) hours per year.

Section 2. Cash-Out.

All such holiday time shall be combined with the employee's vacation account for purposes of maximum accumulation and cash-out pursuant to Article 16, Sections 4 and 5 unless taken as time off.

Section 3. Day Off or Pay Option.

Employees may take holiday time off on a floating holiday basis or be paid holiday pay on the recognized holiday if that day is taken off with previous approval of the Chief.

Section 4. Veterans Day.

An employee who is a veteran as defined in ORS 408.225 will be provided with an unpaid day off for Veterans Day if the employee would otherwise be required to work that day and if doing so would not cause significant economic or operational disruption or undue hardship to the department.

- (a) The employee must provide at least twenty-one (21) calendar days' notice that he/she intends to take time off for Veterans Day.
- (b) The City will notify the employee whether he/she will be granted Veterans Day off at least fourteen (14) calendar days before Veterans Day.
- (c) The employee must provide proof of veteran status upon request.

The employee may elect to use his/her accrued holiday, vacation or CDO in lieu of taking Veterans Day unpaid.

ARTICLE 16 - VACATIONS

Section 1. Accrual.

Regular full-time employees shall accrue vacation time on each of the City's twenty-six (26) pay periods in accordance with the following schedule:

<u>Service</u>	<u>Accrual Rate</u>
At the completion of 12 months of service	80 hours per year (3.08 hours/pay period)
Second year (13th month) through fourth year (48th month)	96 hours per year (3.69 hours/pay period)
Fifth year (49th month) through ninth year (108th month)	136 hours per year (5.23 hours/pay period)
Tenth year (109th month) through fourteenth year (168th month)	160 hours per year (6.15 hours/pay period)
Fifteenth year (169th month) through twentieth year (240 th month)	200 hours per year (7.69 hours/pay period)
Twenty first (21 st) year through twenty-fifth (25 th) year	208 hours per year (8.0 hours per pay period)
Twenty fifth (25 th) year and after	232 hours per year (8.923 hours per pay period)

For part-time employees, paid leave shall accrue at one-half (1/2) of the above rates regardless of actual hours worked.

Section 2. Utilization.

- (a) The City shall have the right to restrict the number of employees, either in the department as a whole or by classification within the department, who may be on vacation at one time. However, such restriction shall normally allow at least one (1) employee per shift within patrol and one (1) per twenty-four (24) hour/calendar day for dispatch to be off at any one time.
- (b) During the month of January, employees shall be allowed to schedule vacations of one (1) week or more for the remainder of the calendar year. Employees will be allowed to bid for vacation so long as they will have the necessary accrued hours at the conclusion of the pay period within which the requested days off occur. It is the responsibility of the bidding employee to make sure that he/she has the necessary hours at the time the requested days off occur.

- (c) Duplicate requests shall be resolved by seniority. Seniority may be exercised by an employee only once per calendar year. January seniority bid vacations are guaranteed once set and approved and will not be cancelled or otherwise adjusted by the City or shift bidding.
- (d) Subsequent to the January scheduling process, vacation requests shall be considered on a first-come, first-served basis as follows:
 - i. Employees can request a block of time of one (1) shift or more on a first-come first-served basis up to five (5) times per calendar year. Such requests must be made at least thirty (30) days in advance of the time off. The City shall respond to such requests in writing within thirty (30) days of the date(s) off.
 - ii. Employees can request additional time off within thirty (30) days of the requested date(s). Such requests shall also be granted on a first-come, first-served basis. The City shall respond to such requests in writing within five (5) days of the requested date(s) off.
- (e) The Chief of Police and the Union President will meet each December to set calendar block for the following year, with the caveat that additional days may be blocked due to unforeseen events.

Section 3. Vacation Cancellation.

If an employee's scheduled vacation is canceled without consent of the affected employee because of an emergency, the City shall reimburse the employee for all actual non-recoverable deposits and other expenses of the employee and his/her immediate family because of reliance on the scheduled vacation period. Employees shall, upon management's request, provide verification of the amount of non-refundable deposits and expenses incurred due to the cancellation of a vacation. The foregoing shall not prevent the City from requesting and the employee from agreeing to a change in the dates of a previously approved vacation where such is mutually agreeable without the payment of deposits as provided for above. The City shall not be held responsible for any vacation reimbursement due to cancellation of an employee's scheduled vacation that results from Court scheduling other than Municipal Court.

Section 4. Maximum Accumulation and Cash-Out.

Employees are encouraged to take vacation to promote health and wellness. Employees shall be allowed to carry three hundred twenty (320) hours and cash-out the following number of hours of accrued vacation and holiday leave provided that the employee has used a minimum of eighty (80) hours for employees working an eight (8) or ten (10) hour shift and eighty-four (84) hours for employees working a twelve (12) hour shift during the current fiscal year:

- (a) 2017-2018: Eighty (80) hours maximum cash-out.

- (b) 2018-2019: Eighty (80) hours maximum cash-out.
- (c) 2019-2020: Eighty (80) hours maximum cash-out.

Accrued vacation and holiday leave in excess of three hundred twenty (320) hours shall be cashed-out at the employee's base pay rate in effect on June 30th, at the start of the new fiscal year. Vacation and holiday accrued above the maximum accumulation and the cash-out limit will be lost.

Section 5. Cash-Out.

Upon termination or resignation (or death) of employment with the City, the employee shall be paid a lump sum for all accrued vacation that he/she has earned prior to the termination at the employee's current base pay rate. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary is due the decedent at the employee's current base pay rate.

At the time an employee is entitled to vacation cash-out under this section, the employee may elect to defer payment of the full value of the vacation balance or the amount permissible under the IRS regulations and tax code, whichever is greater, taking into account total contributions to the plan during the year including the value of sick leave contributed, if any, to the employee's deferred contribution plan account.

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. Temporary Disability.

If an ill or injured employee has exhausted all available sick leave and vacation leave and is still unable to return to employment, the employee shall be granted a non-paid disability leave of up to ninety (90) days, upon application supported by a statement or report from the attending HCP regarding the nature of the disability, the prognosis for recovery and a certification from the HCP of the likelihood of the ability of the employee to return to active employment. Availability of this temporary leave of absence does not preclude the use of FMLA or OFLA protected leave, is intended to work in conjunction with these laws and shall not provide an entitlement to extend statutory protected leave.

Section 2 Educational Leave.

Upon the written request of an employee, the Chief of Police may, in writing, grant the employee a leave of absence without pay for a period not to exceed three (3) months. Such leave shall be for the purpose of allowing the employee to gain additional education in an area directly related to his/her current or prospective future assignment with the City and shall only be granted if adequate replacements are available.

Section 3. Bereavement Leave.

Bereavement leave with pay shall be granted to an employee in the event of death in his/her immediate family. "Immediate family" for the purposes of bereavement leave is as this term is defined in Article 14, section 3 of this Agreement relating to sick leave. Bereavement leave shall be granted for up to three (3) work shifts for a death or funeral within Oregon or up to five (5) work shifts for a death or funeral outside of Oregon. Bereavement leave under this section runs consecutive to the bereavement leave pursuant to the Oregon Family Leave Act (OFLA).

Section 4. Other Leaves.

All other leaves will be covered by the City's Family and Medical Leave and Other Leaves of Absence and Equal Employment Opportunity and Anti-Harassment policies.

ARTICLE 18 - OUTSIDE EMPLOYMENT

Section 1. Requests for Outside Employment.

Employees wishing to engage in off-duty employment with another employer or self-employment must submit a written request to the City prior to doing so. Such written request shall specify the name of the prospective employer, the job title of the position, a description of the nature of the work to be performed and anticipated hours of employment.

Section 2. Approval and Denial of Requests.

Upon receipt of such request, the City shall have the right to contact the prospective employer to independently determine the nature of the employment being considered. Employees who are serving their probationary period are not entitled to engage in secondary employment or volunteer work. The City shall not deny the right to engage in outside employment to employees who have completed their probationary period unless there is an actual or a potential conflict of interest or the appearance of same or such employment would affect the performance of their work duties or interfere with the employee's work schedule or availability for overtime assignments, taking the below factors into consideration. Requests for outside employment will not be unreasonably denied.

- (a) Whether the employee's or overall Department effectiveness would or might be impaired as a result of the public's knowledge of the nature of the outside employment.
- (b) Employment of a police officer, senior police officer or detective in any law enforcement or quasi-law enforcement capacity, such as security guard, crowd and/or traffic control, by an employer other than the City shall be

specifically prohibited. Such employment shall be contracted through the City, and the employees involved shall be subject to the City chain of command and the provisions of this Agreement.

- (c) Work in an establishment where the sale of alcohol or marijuana is the primary business is prohibited. Work in an establishment where any illegal activity, as defined by law or where the proceeds of any illegal activity are kept is prohibited.
- (d) Off-duty employment will not interfere with an officer's normal scheduled duty hours or take preference over extra duty required by the Department.
- (e) Off-duty employment will not cause an employee to be physically or mentally deficient when reporting for scheduled duty hours.

Section 3. Other Restrictions.

The fact that an employee is engaged in outside employment shall not be construed in any manner as to give that employee preference over other employees in the scheduling of overtime, call-out, shift changes or any other condition of employment.

The use of Departmentally issued equipment for an off-duty job or self-employment is prohibited.

Off-duty employment may not be performed while an officer is off duty due to illness, injury, or on light-duty status, if such employment could worsen the employee's medical condition or delay the return to work or return from light duty to regular status.

Employees who have been approved for outside employment are responsible for reporting material changes in such employment, including increases in hours of work. The City reserves the right to revoke permission for outside employment or self-employment if it is later determined that such employment does not satisfy the standards set forth in Section 2, above.

ARTICLE 19 - UNIFORMS/CLEANING/EQUIPMENT ALLOWANCE

Section 1. Application.

If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or protective device; shall be furnished to the employee by the City.

Section 2. Clothing Allowance.

Detectives who are not required to wear a uniform will be paid an annual clothing and cleaning allowance of one hundred twenty-five dollars (\$125.00) per month (\$1500.00 per

year) to be apportioned in equal installments of \$62.50 in each of twenty-four (24) pay periods as W-2 wages subject to withholding. Such amount does not increase the hourly rate of pay.

Section 3. Uniform Cleaning.

- (a) Officers: The City shall arrange for laundry service so as to provide up to fifteen (15) laundered and pressed officer uniforms per month at no expense to the officer. Such uniforms shall also be repaired and altered as required, and jackets shall be cleaned as required at no cost to the employee.
- (b) Detectives: The City shall arrange for laundry service so as to provide laundered and pressed officer uniforms once per month at no expense to the detective.
- (c) Code Enforcement Officer. The City shall clean the jacket of the Code Enforcement Officer as required at no cost to the employee.

Section 4. No Uniform.

Any employee who is not required to wear a uniform will be allowed to wear the clothing of their choice within departmental dress codes and City personnel rules and regulations.

Section 5. Equipment.

When an employee is issued equipment such as flashlight, duty wear, badges, etc. they are responsible for the care of such equipment. If such equipment is lost as the result of carelessness or neglect, that employee could be responsible for the replacement cost of lost equipment.

Section 6. Footwear Allowance.

Uniformed officers and the Code Enforcement Officer shall receive a reimbursement up to two hundred fifty dollars (\$250) every twenty-four (24) months for the purchase of any number of pairs of safety footwear, as approved by the Chief of Police.

Detectives shall receive a reimbursement up to two hundred fifty dollars (\$250) every thirty-six (36) months for the purchase of any number of pairs of safety footwear, as approved by the Chief of Police.

In the event that footwear becomes damaged to the point of being unusable due to exposures at work, an officer or detective may be approved to purchase an additional pair of safety footwear and receive reimbursement at the Chief's discretion.

ARTICLE 20 - WORK OUT OF CLASSIFICATION

When an employee is assigned in writing by the Chief of Police or designee to perform the job of an employee in a higher paying job classification for a period forty (40) consecutive working hours or more, that employee will be paid an out of class premium of five percent (5%) computed based upon the employee's regular base wage rate during the period and for so long as the employee is so-assigned to perform increased responsibilities. Premium pay for working out of classification shall be computed and applied on an hourly basis.

ARTICLE 21 - HEALTH AND WELFARE

Section 1. Health and Welfare Benefits.

(a) Medical and Vision Insurance:

All full- or part-time regular employees covered by this Agreement be covered under City County Insurance Services (CIS) Employee Services Benefits (EBS) Trust Regence BlueCross BlueShield of Oregon (Regence) Co-Pay Plan A including the hearing aid benefit and alternative care – copay plan riders. All full and part-time employees enrolled in Co-Pay Plan A will be eligible for vision coverage under Vision Service Plan A (VSP 12/12/24).

(b) Dental Insurance:

All full and part-time employees covered by this Agreement will have the option to choose between Oregon Dental Service (ODS) Dental Plan III or the Willamette Dental Plan.

(c) Coverage of Dependents and Families:

All full-time employees covered under this Agreement will be eligible for the coverage, as stated above, for themselves and their dependent or family members. All part-time employees covered under this Agreement will be entitled only to the employee only coverage specified above. However, part-time employees may elect coverage for their dependent or family members as specified in 2.a below.

The parties acknowledge that they do not have control over the tier coverage structure or the plan year configuration of the insurance provider but do recognize the potential duty to bargain significant impacts by any such changes, should they occur.

Section 2. Payment of Premiums.

The City will pay the premium and will be reimbursed by the employee by payroll deduction for their portion as specified below. Payments are made by the City to the insurance carriers in the month prior to the coverage month.

- (a) To the extent that a part-time employee elects coverage for an eligible dependent or family member, the employee will reimburse the additional premium through payroll deduction.
- (b) Each employee who is enrolled in Co-Pay Plan A shall contribute ten percent (10%) of the full premium for his or her tier of coverage under that Plan.
- (c) The portion of the premium amount each employee will contribute for dental coverage will be ten and one-half percent (10.5%) each year regardless of which plan the employee elects.
- (d) All part-time bargaining unit employees shall be entitled to employee only coverage specified in Section 1 of this Article and shall reimburse a portion of the premium as specified in this Section. To the extent the employee wishes dependent or family coverage that is made available, the employee shall reimburse the additional premium through payroll deduction.
- (e) The City will maintain an IRC Section 125 plan so that the contribution payment by employees can be done by a pre-tax Section 125 plan payment.
- (f) If any other full-time employee of the City contributes less for full family health insurance coverage than the contribution amount set forth above, the Association shall have the option to re-open Article 21.

Section 3. Life Insurance.

The City shall maintain, without cost a fifty thousand dollar (\$50,000) fully paid group term life insurance policy for each employee covered under this Agreement and a ten thousand dollar (\$10,000) statutory life insurance policy for all sworn employees, as required by ORS 243.015.

Section 4. Liability Insurance.

Employees shall continue to be covered by the City's liability insurance program while acting as employees of the City.

Section 5. Long-Term Disability.

The City shall maintain a long-term disability program for all employees covered under this contract. Coverage will be at no cost to the employees and shall be equal to or better than the coverage enjoyed by the employees at the current time.

Section 6. Retirement.

Employees shall be enrolled in PERS and provided benefits to which they are entitled pursuant to law. The City shall continue to pick-up the employee contribution to the retirement system in addition to the employer contribution as provided for by law.

Section 7. Health Insurance Study Committee.

If the City establishes a Committee to study insurance rates or coverage, the Association shall be entitled to one (1) representative.

Section 8. PERS Sick Leave Fold-In.

Employees eligible for PERS Sick Leave Fold-In will continue to benefit from this PERS retirement plan benefit subject to PERS Regulations, law and employee elections.

Section 9. Fitness.

The City provides a membership for an employee and family members residing in the same household desiring to use facilities at the Lincoln City Community Center.

Section 10. Wellness Committee.

The City's Wellness Committee will be comprised of a blend of City and represented employees from each division, including at least one (1) from the Police Department. Each party will select its own representatives. The Wellness Committee will meet regularly and will engage in discussions and activities related to employee and family wellness with the goal of improving the health and wellness of the employee population and reducing the increase in insurance premiums that result from poor/declining experience ratings.

ARTICLE 22 – SALARIES**Section 1. Wages.**

Employees shall be compensated in accordance with the provisions of the attached Appendix A (Salary Schedule). The rates specified in the Salary Schedule shall be the base pay for each employee. In addition, certain premium pay may be issued as specified below in Sections 7 (FTO), 8 (Incentive Pay) and 9 (Longevity).

Section 2. Cost of Living Adjustment (COLA).

Effective July 1, 2021, the wage scales for all employee classifications shall be increased by two percent (2%).

Section 3. Step Plan.

Employees shall be eligible for consideration for advancement through the steps upon completion of one (1) year of service and thereafter upon a satisfactory performance evaluation from the Chief of Police.

Section 4. New Hires.

An appointee to a new position shall receive the minimum base pay represented at the first step of the job classification or grade to which the position is allocated, except that:

- (a) In cases of unusual difficulty in filling this position or
- (b) When hiring personnel with prior experience, the City may cause the appointment to be made at a salary above the minimum.

Section 5. Promotion.

Upon promotion, for example to Sergeant, each employee will be placed at the step in the appropriate grade that is closest to the current pay but no less than a five percent (5%) increase.

Section 6. Senior Officer Status.

- (a) The parties agree that an officer with ten (10) or more years of experience with the Lincoln City Police Department who does not have an intermediate certificate and who lacks the academic credits required to obtain said certificate can request senior officer status. The officer may make a presentation to the Chief. The officer may have Association representation at said presentation.
- (b) Or, an officer with four (4) years of police experience, or which at least one (1) year must be with LCPD and who possess an Intermediate certificate from DPSST shall be made a Senior Officer upon written request to the Chief.
- (c) Police officers advancing to senior police officer shall be placed at the same step of the new grade.

Section 7. FTO Pay.

When assigned and working as an FTO, the officer will receive five percent (5%) of base pay for those hours worked with a trainee.

Section 8. Incentive Pay.

Incentive pay will be made up of three (3) opportunities for premium pay: certification pay, bilingual pay, and ORPAT pay.

- (a) Certificate Pay:
- i. Employees with an Intermediate Certificate from DPSST shall receive an additional four percent (4%) of their base pay.
 - ii. Employees with an Advanced Certificate from DPSST shall receive eight percent (8%) of their base pay.

(b) Bilingual Pay:

Effective upon execution of this agreement, all police employees who are directed to use bilingual (English/Spanish) skill in direct customer contact situations and who annually pass a City approved Spanish language test shall receive five percent (5%) of their base pay after the employee passes his/her first test.

(c) ORPAT Pay:

Sworn employees will maintain flexibility and physical fitness and may voluntarily take the ORPAT twice annually. The DPSST standards for ORPAT are five minutes and thirty seconds (5:30). The City will conduct the test every six (6) months thereafter. Sworn employees who pass the ORPAT with a time of five minutes and thirty seconds (5:30) or less shall receive an additional two percent (2%) of their base pay for that six (6) months and each one where a passing score is obtained thereafter. At any point that an employee is unable to pass the ORPAT, they will forfeit the two percent (2%) incentive pay until their next passing ORPAT score.

Section 9. Longevity.

All employees shall be eligible for longevity awards based on the following criteria:

- (a) Five (5) years' continuous employment – an additional one percent (1%) of base pay.
- (b) Ten (10) years' continuous employment – an additional two percent (2%) of base pay.
- (c) Fifteen (15) years' continuous employment – an additional three percent (3%) of base pay.
- (d) Twenty (20) years' continuous employment – an additional four percent (4%) of base pay.

Section 10. Detective/SRO.

The assignment of a police officer or senior police officer to duty as a detective or school resource officer (SRO) is a rotating assignment that can be reassigned at any time. During

the period of the assignment to the detective slot, the police officer or senior police officer so assigned will be compensated at the first step in that range which would be at a higher salary level and not less than five percent (5%). Upon reassignment from detective, the employee will revert to the former range at the step assignment then appropriate, giving consideration to the step increases the employee would have been eligible for at the former range during the period of duty as detective. Regular step increases shall be implemented on an employees' anniversary date.

Section 11. K-9 Officers.

Officers who are assigned to be K-9 Officers will be paid an additional five percent (5%) of base pay while serving in such assignments. The additional five percent (5%) is intended to compensate the K-9 Officer for the ordinary care and maintenance of their K-9. In addition, Officers assigned to be K-9 handlers will be allowed thirty (30) minutes per shift to engage in those activities on scheduled workdays.

Barring unforeseen circumstances, the City expects Officers assigned to be K-9 handlers to serve in their assignments for a minimum of five (5) years. K-9 handlers are required to reside within thirty (30) miles from the Lincoln City Police facility and be able to respond to call outs within thirty (30) minutes. Upon acceptance of a K-9 assignment an officer will care for the dog off-duty as a family pet/household member and accepts the additional five percent (5%) as payment for the care of the dog as provided for in the Wage and Hour rules of the U.S. Department of Labor.

The parties agree that commuting to and from work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. Officers serving

in K-9 assignments will not be entitled to a call back premium when duty concerns emergency care of their animal. Such time will be paid at straight-time or overtime, as applicable.

The City will provide the dog with food, medication, reasonable veterinary care, ordinary equipment, kennel and any other essential items associated with the care and maintenance of any City owned dog which has not been permanently retired. The City will also provide liability insurance for the actions of the dog.

The City will provide and maintain a take home vehicle for Officers serving in K-9 assignments. To avoid unnecessary overtime, the cleaning of the vehicle shall be done during regularly scheduled shifts, absent exigent circumstances.

In the event a City owned dog is permanently retired, the most recent K-9 officer shall have the option to purchase the K-9 from the City for one (1) dollar, as is. The purchase of the K-9 shall include an indemnification and hold harmless agreement which must be signed by the purchasing Officer releasing the City from all future liability or financial responsibility for the dog, including veterinary care, maintenance or other costs related to the future care of the dog. In the event more than one K-9 Officer has been assigned to the dog, the most recent officer serving in that assignment shall have first priority to

purchase the dog. If no prior K-9 Officer chooses to purchase the dog, the City has the option to euthanize the dog.

Section 12. Pay Day.

Employees will be paid every other week on Tuesday as set forth in the payroll calendar. If a pay day falls on a holiday, paychecks will be distributed on the last business day before the holiday. However, in order to facilitate the use of direct deposit via electronic funds transfer (EFT), the City and employees opting to use EFT will agree that employees' pay will be transferred via EFT in accordance with Federal law and each financial institution's EFT policies.

ARTICLE 23 - PERSONNEL FILES

Section 1. Review Files.

- (a) Each employee shall have the right with reasonable prior notice to review and request a copy of the contents of his/her personnel file. At his/her option, he/she may be accompanied by an Association representative of his/her choosing. For the purpose of employee review, the personnel file includes the City's medical file, and does not include all information and documentation compiled and considered in connection with the employee's recruitment, selection and employment by the City.
- (b) The employer shall not disclose the contents of personnel files except pursuant to Public Records Law, as otherwise required by law, or to a prospective employer as authorized in writing by the employee.

Section 2. Material Placed in File.

Material which can be construed as derogatory towards the employee shall be provided to the employee when placed in an employee's personnel file. Such documentation shall clearly state the intent to place it in the personnel file. The employee shall be provided a copy of the document in hard copy and electronically.

Section 3. Right to Refute in Writing.

If an employee believes that there is material in his/her personnel record which is incorrect or derogatory, he/she shall be entitled to prepare, in writing, his/her explanation regarding the particular material, and this shall be included as part of the personnel record.

Section 4. Removal of Material.

Non-disciplinary letters of correction, warning, consultation and admonishment may be retained in the supervisor's file for use in the performance evaluation. Verbal

reprimands may be retained in the personnel file unless the original and all copies are removed at the employee's request. If there is no recurring performance issue, an employee may request removal of a verbal reprimand after twelve (12) months, and the records will be removed, unless the City finds that the particular record is timely and relevant to a current performance or discipline issue. Materials which are removed shall be maintained in a separate system of records ~~not identifiable by name~~ which may not be used to support greater discipline in the progressive discipline system, but which may be used to defend against a legal claims. ~~of disparate treatment~~. Other non-economic discipline is subject to removal in the same process as verbal reprimands after twenty-four (24) months. Economic discipline, a last chance agreement, work plans, letters of commendation and other recognition shall be retained. Any document removed from an employee's personnel file shall be retained in a separate file for a minimum amount of time as required under the Oregon Public Records Retention laws and House Bill 4207.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Measures.

- (a) Disciplinary action for regular (non-probationary) employees shall be only for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:
1. Verbal reprimand, which may be documented in writing;
 2. Written reprimand;
 3. Suspension without pay;
 4. Demotion;
 5. Discharge.
- (b) The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.
- (c) Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions, provided there is no reoccurring performance issue during that one (1) year period. Verbal reprimands are not subject to grievance beyond Step 2.

Section 2. Due Process.

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the discipline under consideration, and an

opportunity to meet with the decision maker or his/her designee before a final decision is made. The City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

Section 3. Avoidance of Embarrassment.

If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

Section 4. Association Representation in Interview and Discipline Process.

The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee, which could lead to discipline. In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose or be subject to disciplinary action for refusing to disclose statements made by the employee to the representative for purposes of representation.

Section 5. General Procedures.

- (a) **Potential Discipline Situations.** Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:
- i. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
 - ii. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the City will provide a written statement of essential facts which would support any contemplated basis of discipline.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have

the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

- iii. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- iv. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift.
- v. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. As soon as it is determined that the employee may be charged with a criminal offense, the employee will be informed of the employee's right to consult with criminal defense counsel with respect to the employee's charge.
- vi. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- vii. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview. The employee shall be given a copy of any written or recorded statement made by the employee in an interview before subsequent interviews in the same investigation.
- viii. The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be furnished to the employee and the Association.

If the City or Association chooses to transcribe it, then the transcription will be provided to the other party.

- ix. Interviews and investigations shall be concluded without unreasonable delay.
 - x. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within forty-five (45) days from the completion of the investigation that leads to discipline. If not, the employee will be exonerated of all charges.
- (b) **Use of Deadly Force Situations.** Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement. Investigations into the use of deadly force shall be conducted within the parameters of the Lincoln County Deadly Physical Force Plan in effect at the time.

Section 5 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 25 - GRIEVANCE PROCEDURE

Section 1. Procedure.

Any grievance dispute which may arise between the parties to this Agreement regarding the application, meaning, or interpretation of this Agreement shall be settled as set forth below:

- (a) When documents are delivered to the Association, they shall be delivered to the Association President or designee.
- (b) **Pre-Grievance Resolution Effort:** The parties are encouraged to discuss and resolve issues whenever possible prior to filing a Step 1 grievance.

Step 1: Supervisor. If the employee's supervisor took the action or was the decision-maker in the action that led to the grievance dispute (e.g. issued discipline), the employee or the Association shall, within fourteen (14) calendar days of either (a) the date of the occurrence of the alleged violation or (b) the date the employee should have

made the discovery or (c) in matters concerning payment of monies or accrual of paid time off, the date of the employee's discovery thereof, submit the grievance to the employee's direct supervisor either verbally or in writing. The supervisor will meet with the employee to discuss the matter and respond in writing to the employee and his/her Association representative within fourteen (14) days following the receipt of the grievance.

Step 2: Chief of Police. If the employee's supervisor did not take the action or was not the decision-maker in the action that led to the grievance dispute or the grievance remains unsettled at Step 1, the employee or the Association shall within fourteen (14) calendar days of either (a) the date of the occurrence of the alleged violation, or (b) the date the employee should have made the discovery, or (c) in matters concerning payment of monies or accrual of paid time off the date of the employee's discovery thereof, submit the grievance in writing to the Chief of Police.

- (a) The specific action (or lack of action) taken by the City that is the cause of the grievance.
- (b) The specific provision(s) of this Agreement that the employee or the Association believes that the City has violated.
- (c) The action that the grievant believes that the City should take in order to correct the condition that is the cause of the grievance.
- (d) Written argument which supports why the Association feels the City violated a provision(s) of the contract.

The Chief of Police shall meet with the employee and Association and shall respond in writing to the employee and his/her Association representative within fourteen (14) calendar days following the meeting.

Step 3: City Manager. If the grievance still remains unsettled, the employee or the Association shall, within fourteen (14) calendar days after the reply of the Police Chief is due, submit the grievance to the City Manager. The City Manager will meet with the employee to discuss the issues, in an effort to assist in reaching a resolution, during City Hall business hours. The City will adjust the employee's shift to permit this meeting to occur on paid time whenever possible. The City Manager shall respond in writing, within fourteen (14) days following the meeting.

Step 4: Arbitration. If the grievance still remains unresolved, the Association may submit the grievance to binding arbitration and notify the City of its intent in writing within fourteen (14) calendar days of the date that the receipt from the City Manager is due.

Section 2. Selection of Arbitrator.

Following receipt of notice of intent to arbitrate, the Association and the City shall have seven (7) calendar days in which to mutually agree upon an arbitrator. If the parties fail

to select an arbitrator within the allotted time, the City Manager and the Association shall alternately strike names from a list of Oregon and Washington arbitrators supplied by the Employment Relations Board. The list shall contain the names of seven (7) arbitrators. The first strike shall be determined by a coin flip and the parties shall thereafter alternately strike names until one (1) name remains. The arbitrator shall then be notified of his/her selection by the parties.

Section 3. Arbitrator's Decision.

The arbitrator shall establish a mutually agreeable date for hearing and shall render a decision within thirty (30) calendar days at the close thereof. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement. The powers of the arbitrator shall be limited to interpreting the express provisions of this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Cost of Arbitration.

Expenses for the arbitrator's services shall be borne by the losing party as determined by the arbitrator. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings it shall solely bear the cost of such records unless the other parties desire a copy of the record, in which case the total cost of the record shall be equally shared by the City and the Association.

Section 5. Time Limits.

All time limits contained herein shall be considered the maximum and shall not be extended except by written agreement. If the Association or an employee should fail to file a grievance in a timely manner or if other requirements as specified in the above steps are not fulfilled, the Association shall be deemed to have been withdrawn. If the City should fail to respond in a timely manner at any step specified herein, such non-response shall be deemed equivalent to a negative response submitted upon the last day allowed for reply and the Association or employee as applicable shall have the right to proceed to the next step.

ARTICLE 26 - CRIMINAL INVESTIGATION/CHARGE REIMBURSEMENT

The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of his or her duty as an employee for the City of Lincoln City. The City's obligation of reimbursement is subject to the following:

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Lincoln City Police Officers' Association and the City's attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City's attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City's Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the City's obligation to reimburse will arise only if the City's attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City's attorney, the Chief of Police, and the Association.

Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.

Reimbursement will not be made in those instances where:

1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is set aside *in toto* on grievance appeal;
3. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in

the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

4. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or
5. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

- Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
- Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

ARTICLE 27- SCOPE OF AGREEMENT

This document constitutes the sole and complete Agreement between the Association and the City and embodies all the negotiated terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the parties and any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement. Except as specifically limited by the terms of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the City. All rights guaranteed to the employees under ORS 243.650 - 243.806 to negotiate wages, hours, and conditions of employment are retained by the bargaining unit employees, except as otherwise provided by this Collective Bargaining Agreement.

ARTICLE 28 - SAVINGS CLAUSE

Should any section or portion of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction or federal or state administrative body or be in violation of a federal or state law or regulation, such portion or section which is unlawful shall become null and void, and the balance of this Agreement will remain in effect. The parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion in accordance with ORS 243.698.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall be effective the 1st day of July 2021 and shall remain in full force and effect through the 30th day of June, 2022. This Agreement shall remain in full force and effect for the duration of any successor negotiations.

This Agreement will automatically reopen for negotiations for a successor agreement on January 15, 2022. The parties shall strive to commence negotiations for a successor agreement no later than the end of February 2022.

FOR THE CITY

FOR THE ASSOCIATION

Date: _____

Date: _____

Date: _____

Date: _____

APPENDIX A – WAGE SCALE

LCPEA Union Salary Schedule

July 1, 2021 - June 30, 2022

Revised 2/11/2021

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
23	Detective	28.91	30.36	31.87	33.47	35.14	36.90	38.74
22	Sr. Officer	27.93	29.33	30.79	32.33	33.95	35.65	37.43
21	Police Officer	26.75	28.09	29.49	30.97	32.51	34.14	35.85
19	Code Enforcement	23.45	24.62	25.85	27.15	28.50	29.93	31.43
18	Dispatcher	23.19	24.35	25.57	26.85	28.19	29.60	31.08
17	Secretary	21.36	22.43	23.55	24.73	25.96	27.26	28.62
	Evidence Tech							
1	Police Cadet	14.66	15.39	16.16	16.97	17.82	18.71	19.65

* Includes 2.0% COLA effective July 1, 2021

APPENDIX B

LINCOLN CITY POLICE DEPARTMENT
WRITTEN DIRECTIVE

NEW ORDER	ADDENDUM	REVISION XX	NUMBER: GO 19-04
OPERATIONAL ORDER	XX SPECIAL ORDER		PERSONNEL ORDER
DATE ISSUED	EFFECTIVE DATE		CANCELLATION DATE
FEBRUARY XX, 2018	FEBRUARY XX, XXXX		

TO: All Police Department Employees

AUTHORIZING AUTHORITY: Chief Jerry Palmer

SUBJECT: Overtime Call In List

The purpose of this written directive is to communicate department expectations relating to the overtime call in procedure for the employees of the Lincoln City Police Department.

CONSTRUCTION OF THE LIST:

1. The department shall maintain a list of Officers, Sergeants, and Detectives per seniority in classification at all times.
2. In addition, the department shall maintain a list of Officers in order of most recent overtime worked. This list is maintained on the white board in the briefing room. Officers eligible for mandated overtime shall be placed on the list in order of least recent overtime (top name) to most recent overtime (bottom name). This list shall be referred to as the "Patrol mandatory overtime list."
3. Detectives and the School Resource Officer (SRO) shall be exempt from the mandatory call-in list but are still eligible for overtime shifts as available per contract and overtime postings.

USE OF LISTS

1. Officers and Detectives shall be offered voluntary overtime as per Lincoln City Police Department Policy 1013 and the Lincoln City Police Employees Collective Bargaining Agreement (LCPEA CBA) Article 13 Section 5.

2. If a Patrol Officer position is needed to be filled this means calling Patrol Officers first on a seniority basis, then Detectives on a seniority basis. The Officer/Detective who is called in to work a patrol shift is expected to work as a patrol officer, handling normal calls for service.
3. If a Sergeant position is needed to be filled this means calling Sergeants first on a seniority basis, then calling Patrol Officers on a seniority basis, then Detectives on a seniority basis. If a Patrol Officer or Detective is called for coverage, they are not considered to be working in a Sergeant capacity for the day and are expected to handle normal patrol duties.
4. Absent a volunteer for overtime, an Officer (for a patrol shift) or a Sergeant (for a Sergeant shift) may be mandated to work overtime, per LCPEA CBA Article 13 Section 5. The designee mandating the Officer or Sergeant shall be sure to check work schedules, vacation times, and other overtime scheduling to make sure they are in compliance with the previous listed LCPEA CBA verbiage.
5. The designee of the Chief of Police who is mandating overtime shall call Officers or Sergeants from the list maintained of most recent overtime worked that is appropriate to the position needing coverage. The designee shall call down the mandatory overtime list, starting with the name of the person at the top (least recent overtime). The designee mandating the Officer or Sergeant shall be sure to check work schedules, vacation times, and other overtime scheduling to make sure they are in compliance with the previous listed LCPEA CBA verbiage.
6. Officers who work an overtime shift of at least 6 hours of a Patrol or Sergeant shift (not a voluntary special assignment overtime, such as a DUII or PSE grant time) shall move their names to the bottom of the list and write the date they worked the overtime next to their name. Officers are solely responsible for moving their own names and shall move their names down the list by the end of their overtime shift. If they do not move their names for whatever reason by the end of shift that day, their name shall not be moved down the mandatory overtime list.
7. None of the provisions above prevent the Chief of police, or his designee, from mandating an Officer, Sergeant, or Detective work outside his classification for emergency circumstance.

*****End of Directive*****

Council Communication

Marketing Agency of Record Vendor Recommendation Presentation

Meeting Date:	May 24, 2021	Primary Staff Contact:	Liz Francis
Department:	Visitor and Convention Bureau	E-Mail:	lfrancis@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Lila Bradley	Estimated Time:	15 minutes

Question:

Should the City Council approve Explore Lincoln City's recommendation to contract with Borders Perrin Norrande for the Marketing Agency of Record?

Staff Recommendation:

Staff recommends the Council approve Explore Lincoln City's recommendation to contract with Borders Perrin Norrande for three years as the Marketing Agency of Record.

Authority:

Explore Lincoln City has the authority to contract with vendors who meet the requirements of a "vendor" for services. Due to this contract being above the City Manager's spending authority, City Council has the authority to approve Explore Lincoln City's recommendation.

Background:

In 2018, Explore Lincoln City issued an RFQ for qualified firms to become the Marketing Agency of Record. The original bid was awarded to BPN and a three year contract was signed. This contract expires on July 21, 2021 and so Explore Lincoln City issued an RFP for qualified firms to become the Marketing Agency of Record in order to resume the contracted services beginning July 21, 2021. 10 firms submitted responses to the RFP and Explore Lincoln City narrowed the list down to two finalists. These finalists were interviewed and vetted and BPN was chosen as the firm Explore Lincoln City recommends to contract with as the Marketing Agency of Record for the next three years.

Council Options:

Approve the recommendation and allow Explore Lincoln City to begin contract negotiations with BPN as the Marketing Agency of Record.

Deny the recommendation and instruct Explore Lincoln City to rebid or pursue other options

Financial Impact

Each year, the contract would account for \$380k in paid media and an annual retainer fee of \$120k.

Potential Motions:

Move to approve recommendation.

Move to reject recommendation and have Explore Lincoln City research other options.

Council Communication

Appointment to Sustainability Committee - Applicant Lisa Spence-Bunnett

Meeting Date:	May 24, 2021	Primary Staff Contact:	Jamie Young
Department:	City Council	E-Mail:	JYoung@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Lila Bradley	Estimated Time:	5 minutes

Question:

Should the City Council approve the appointment of Lisa Spence-Bunnett for a "City Resident" position on the Sustainability Committee?

Staff Recommendation:

Councilor Casper and Councilor Hoagland interviewed Ms. Spence-Bunnett via Zoom on May 10, 2021. Both Councilor Casper and Councilor Hoagland asked to move Ms. Spence-Bunnett's application forward for consideration of a position on the Sustainability Committee. Ms. Spence-Bunnett qualifies for a "City Resident" position.

Background:

The Sustainability Committee currently has two (2) vacant positions. One "City Resident" and one "City Resident/UGB".

Council Options:

Review and discuss the recommendation for appointment of Lisa Spence-Bunnett to the "City Resident" position on the Sustainability Committee for the remainder the expiring term plus a full three-year term, expiring October 7, 2024.

Potential Motions:

- 1. I move to appoint Lisa Spence-Bunnett to the Sustainability Committee for a "City Resident" position for the remainder of the expiring term plus a three-year term. The term expires 10/07/2024.**

Attachments:

Application_Redacted.pdf (PDF)



CITY OF LINCOLN CITY Committee / Board / Commission Application

Please indicate which committee/board/commission you are applying for:

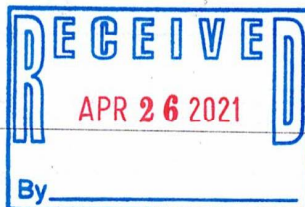
- | | |
|--|---|
| <input type="checkbox"/> Arts Committee | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> *Budget Committee | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Building Board of Appeals | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Community Sustainability Committee | <input type="checkbox"/> Transient Room Tax Committee |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Explore Lincoln City Committee |

** If applying for the Budget Committee or Planning Commission, you may not serve on any other City board or committee at the same time. Other City committee volunteer positions allow dual representation if it does not present a conflict of interest.*

NAME:	Lisa C. Spence-Bunnett		DATE:	23 April 2021
HOME ADDRESS:	[REDACTED]			
MAILING ADDRESS:	Same			
CITY, STATE, ZIP:	Lincoln City, OR 97367			
E-MAIL ADDRESS:	[REDACTED]			
HOME PHONE:	[REDACTED]	CELL PHONE:	Same as home phone	

RESIDENCY AND SPECIFIC ELIGIBILITY CRITERIA

- Do you reside within the City limits: Yes Length of Time 4 mos.
- Do you reside within the Urban Growth Boundary? Yes Length of Time 4 mos
- Do you reside within the Lincoln County School District North: Yes No
- Are you a registered voter in Lincoln County? Yes No
- Are you a Lincoln City business owner or Manager? Yes No
- If yes, please indicate which business you own/manage? _____





QUALIFICATIONS/EXPERIENCE (Additional space is provided on back)

Describe relevant qualifications (i.e. work or volunteer experiences) to include any applicable education and/or training. For example, if you are a hotel owner or operator and applying for the Visitor and Convention Committee; and highlight any skills, interests or hobbies that you believe would bring value to your ability to serve this position:

- 1. Statesboro, GA, Habitat for Humanity - board member
- 2. Volunteer, Oubache Valley Felines and Friends (Vigo County, IN)
- 3. Board member, Swope Art Museum, Terre Haute, IN
- 4. Management experience as Chief Information Officer at Georgia Southern Univ + Indiana State University
- 5. Vigo County Council member, 2019-2020 (Indiana)

List names of volunteer/work supervisors:

- Volunteer: 1. Habitat for Humanity - Charlie Cox
- 2. Oubache Valley Felines and Friends - Tammy Barnett
- 3. Swope Art Museum - Fred Nation
- Work: Indiana State University, Provost Mike Liani, Terre Haute, IN

Please provide any previous experience with committees, boards or commissions and positions held:

On the boards of Habitat for Humanity and the Swope Art Museum, I held leadership positions (president, secretary), participated in advisory discussions at meetings, and participated in and/or led fund-raising events (silent auction). For Oubache Valley Felines and Friends, I cleaned cat cages.

State the name, title and any relationship you have to a City Council member, Commissioner, board member or city employee:

None

Explain why you would like to serve on this board, commission, or committee:

I would like to be part of efforts to support a great community. As a new resident, I am really enjoying Lincoln City and would be honored to be part of a group that helps our community be as good as it can be.

List the name, phone number, and e-mail address (if possible) of two personal or professional references:

Name: Bob Murray (Ex. Director, Vigo County Taxpayers Assoc) Phone: [Redacted]

Name: Martha Crossen (Member, Terre Haute City Council) Phone: [Redacted]

My signature affirms that all information contained herein is true and correct to the best of my knowledge, and that I understand that any misstatement of fact, or any misrepresentation of credentials may result in this application being disqualified and is cause for removal from any appointed body. Shaded information will not be released due to personal privacy protection laws.

[Redacted Signature] SIGNATURE

23 April 2021 DATE



**FAIR CREDIT REPORTING ACT (FCRA) ACKNOWLEDGEMENT AND AUTHORIZATION FOR
BACKGROUND CHECK FOR A VOLUNTEER POSITION WITH A LINCOLN CITY APPOINTED
BODY**

PLEASE READ CAREFULLY BEFORE SIGNING!

I acknowledge receipt of the separate document entitled "DISCLOSURE REGARDING BACKGROUND INVESTIGATION and a SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT", and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by Lincoln City ("City") at any time after receipt of this authorization and throughout my employment, if applicable.

To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **Pinnacle Investigations, 920 North Argonne Road, Suite 200, Spokane Valley, WA, 99212; Telephone Number 1-800-955-5306; www.pinnacleprof.com** and or "City". I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.


SIGNATURE

23 April 2021
DATE



City Recorder
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

COMMITTEE VOLUNTEER EMERGENCY CONTACT INFORMATION FORM

FULL NAME:	Lisa Christine Spence-Burnett
START DATE:	
NAME OF COMMITTEE, BOARD, OR COMMISSION:	Sustainability Committee
CITY STAFF REPRESENTATIVE:	
HOME ADDRESS:	[REDACTED]
	211 Lincoln City, OR 97367
MAILING ADDRESS:	Same as home address
HOME PHONE:	-
CELL PHONE:	[REDACTED]
PERSONAL E-MAIL ADDRESS:	[REDACTED]

EMERGENCY CONTACT NAME/RELATIONSHIP:	Brian Burnett / spouse
HOME PHONE:	-
CELL PHONE:	[REDACTED]

DATE:	23 April 2021
VOLUNTEER SIGNATURE:	[REDACTED]

ALL PERSONAL INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL

Council Communication

Oregon Liquor Control Commission - Request for Off-Premises Sales License

Meeting Date:	May 24, 2021	Primary Staff Contact:	Jamie Young
Department:	City Council	E-Mail:	JYoung@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Lila Bradley	Estimated Time:	1

Questions:

Should the City Council provide a recommendation to the Oregon Liquor Control Commission (OLCC) for a new outlet Off-Premises Sales liquor license for El Torito Meat Market?

Staff Recommendations:

A review was conducted by LT. Broderick who recommends that City Council provide a favorable recommendation to grant the license to the applicant.

Legal Background and Framework:

Oregon Revised Statute (ORS) 471.166 establishes the process for local governments to make recommendation to the OLCC.

Council Options:

1. Approve a favorable recommendation to new outlet Off-Premises Sales liquor license.
2. To not approve the license application.
3. To approve the license application.

Potential Motions:

Motion to approve the Oregon Liquor Control Commission (OLCC) new outlet Limited Off-Premises Sales liquor license for El Torito Meat Market.

Attachments

Oregon Liquor Control Commission (OLCC) application for new outlet Off-Premises Sales Liquor License application for El Torito Meat Market.

Attachments:

El Torito Meat Market_Redacted.pdf (PDF)

RECEIVED
MAY 06 2021
By: [Signature]



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp: 5/6/2021
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Name of City or County: City of Lincoln City
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Recommends this license be: <input checked="" type="checkbox"/> Granted <input type="checkbox"/> Denied
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	By: [Redacted] Dave Prodrick / LT
<input type="checkbox"/> Distillery	Date: 5/11/2021
<input type="checkbox"/> Full On-Premises, Commercial	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Caterer	Date application received: 03/19/2021
<input type="checkbox"/> Full On-Premises, Passenger Carrier	Date application accepted: 04/23/2021
<input type="checkbox"/> Full On-Premises, Other Public Location	License Action(s): New Outlet
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

EL TORITO MEAT MARKET LINCOLN CITY LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) EL TORITO		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 266 SE HIGHWAY 101		
City LINCOLN CITY	County LINCOLN COUNTY	Zip Code 97367

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) EL TORITO			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1].</u>) 2158 LANCASTER DR NE			
City SALEM	State OR	Zip Code 97305	
9. Phone Number of the Business Location 541-614-0364	10. Email Contact for this Application and for the Business [REDACTED]		
11. Contact Person for this Application LILIANA PEREZ		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

ALFREDO MENDEZ CHAVEZ	[REDACTED SIGNATURE]	3/12/21	Atty. Bar Information (if applicable)
App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	
LILIANA PEREZ MIRANDA	[REDACTED SIGNATURE]	3/12/21	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	
			Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	
			Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	PEREZ MIRANDA Last	LILIANA First	Middle	
2. Other names used (maiden, other): LILY MENDEZ				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
If yes, you must list your SSN: [REDACTED]				
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).</p>				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)	
6. Driver License or State ID # [REDACTED]			7. State OR	
8. Contact Phone [REDACTED]				
9. E-mail Address: [REDACTED]				
10. Mailing Address:	2158 LANCASTER DR NE (Number and Street)	SALEM (City)	OR (State)	97305 (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?				
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				



OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

EL TORITO MEAT MARKET - SALEM 2006
EL TORITO MEAT MARKET EUGENE LLC- 2 YEARS
EL TORITO MEAT MARKET WOODBURN LLC 4YEARS
EL RANCHO MARKET LLC-5 YEARS

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

WE ARE WAITING ON APPROVAL FOR EL TORO TAQUERIA Y PANADERIA

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	PEREZ MIRANDA Last	LILIANA First	Middle
Signature:			Date: 03/11/2021

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	MENDEZ CHAVEZ Last	ALFREDO First	JR Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If yes, you must list your SSN: [REDACTED]			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID #: [REDACTED]			7. State OR
8. Contact Phone: [REDACTED]			
9. E-mail Address: [REDACTED]			
10. Mailing Address:	2158 LANCASTER DR NE (Number and Street)	SALEM (City)	OR 97305 (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?			
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)
 No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?
 No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:
 EL TORITO MEAT MARKET - SALEM 2006
 EL TORITO MEAT MARKET EUGENE LLC- 2 YEARS
 EL TORITO MEAT MARKET WOODBURN LLC 4 YEARS
 EL RANCHO MARKET LLC-5 YEARS

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?
 No Yes Please list applications below Unsure Please include an explanation:
 WE ARE WAITING ON APPROVAL FOR EL TORO TAQUERIA Y PANADERIA

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	MENDEZ CHAVEZ <small>Last</small>	ALFREDO <small>First</small>	JR <small>Middle</small>
Signature			Date: 03/11/2021

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: El Torito Meat Market Lincoln City, OR Phone: 541-614-0304

Trade Name (dba): El Torito

Business Location Address: 266 SE Highway 101

City: Lincoln City OR ZIP Code: 97367

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>8 AM</u> to <u>10 PM</u>
Monday	<u>8 AM</u> to <u>10 PM</u>
Tuesday	<u>8 AM</u> to <u>10 PM</u>
Wednesday	<u>8 AM</u> to <u>10 PM</u>
Thursday	<u>8 AM</u> to <u>10 PM</u>
Friday	<u>8 AM</u> to <u>10 PM</u>
Saturday	<u>8 AM</u> to <u>10 PM</u>

Outdoor Area Hours:

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

The outdoor area is used for:

- Food service Hours: _____ to _____
- Alcohol service Hours: _____ to _____
- Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: _____ Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: _____

OLCC USE ONLY

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

Investigator Initials: N/O

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ Date: 3/11/21

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)

Council Communication

OLCC - Request for On-Premises and Off-Premises Sales License_ The Anchor Inn Resort

Meeting Date:	May 24, 2021	Primary Staff Contact:	Jamie Young
Department:	City Council	E-Mail:	JYoung@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Lila Bradley	Estimated Time:	1

Questions:

Should the City Council provide a recommendation to the Oregon Liquor Control Commission (OLCC) for a new outlet On/Off-Premises Sales liquor license for The Anchor Inn Resort, LLC.?

Staff Recommendations:

A review was conducted by LT. Broderick who recommends that City Council provide a favorable recommendation to grant the license to the applicant.

Legal Background and Framework:

Oregon Revised Statute (ORS) 471.166 establishes the process for local governments to make recommendation to the OLCC.

Council Options:

1. Approve a favorable recommendation to new outlet On/Off-Premises Sales liquor license.
2. To not approve the license application.
3. To approve the license application.

Potential Motions:

Motion to approve the Oregon Liquor Control Commission (OLCC) new outlet On/Off-Premises Sales liquor license for The Anchor Inn Resort, LLC.

Attachments

Oregon Liquor Control Commission (OLCC) application for new outlet On/Off-Premises Sales Liquor License application for The Anchor Inn Resort, LLC.

Attachments:

The Anchor Inn Resort LLC_On & Off Prem_Redacted.pdf (PDF)




OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Name of City or County:
<input type="checkbox"/> Distillery	City of Lincoln City
<input checked="" type="checkbox"/> Full On-Premises, Commercial	Recommends this license be:
<input type="checkbox"/> Full On-Premises, Caterer	<input checked="" type="checkbox"/> Created <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier	By: [Redacted] LT. Dave Bracke
<input type="checkbox"/> Full On-Premises, Other Public Location	Date: 5/13/2021
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	OLCC USE ONLY
<input checked="" type="checkbox"/> Off-Premises	Date application received: 04/15/2021
<input type="checkbox"/> Warehouse	Date application accepted: 05/07/2021
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	License Action(s):
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	New Outlet
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

The Anchor Inn Resort, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Anchor Inn Resort		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 4417 SW Hwy 101		
City Lincoln City	County Lincoln	Zip Code 97367

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Anchor Inn Resort			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) [REDACTED]			
City [REDACTED]		State OR	Zip Code [REDACTED]
9. Phone Number of the Business Location [REDACTED]		10. Email Contact for this Application and for the Business teresa@theanchorinnresort.com	
11. Contact Person for this Application Teresa Morton		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Teresa Morton	[REDACTED]	4/23/21	
App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)

OLCC Liquor License Application (Rev. 9.28.20)



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):		Morton	Jeffrey	Vaughn
		Last	First	Middle
2. Other names used (maiden, other):				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
If yes, you must list your SSN: [REDACTED]				
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0313(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):		[REDACTED]	[REDACTED]	[REDACTED]
		(mm)	(dd)	(yyyy)
6. Driver License or State ID #:			7. State OR	
8. Contact Phone: [REDACTED]				
9. E-mail Address: [REDACTED]				
10. Mailing Address:		[REDACTED]	Eugene	OR [REDACTED]
		(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?				
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (if yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

(Empty space for listing licenses or providing explanation for question 12)

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

(Empty space for listing licenses or providing explanation for question 13)

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

Travel Inn and Incline Management (I am a partner in this company) have submitted an application for the Maverick Hotel located at 1859 Franklin Blvd, Eugene.

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Morton Last	Jeffrey First	Vaughn Middle
Signature:			Date: 4/13/21

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Morton Last	Teresa First	Lynn Middle
2. Other names used (maiden, other): Teresa Lynn Wridge, Teresa Lynn McLaughlin			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID #:	[REDACTED]	7. State OR	
8. Contact Phone: [REDACTED]			
9. E-mail Address: teresa@theanchorinnresort.com			
10. Mailing Address:	[REDACTED] (Number and Street)	Tigard (City)	OR [REDACTED] (State) (Zip Code)
<p>11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?</p> <p>No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.</p>			



**OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Morton Last	Teresa First	Lynn Middle
Signature:	[Redacted Signature]		Date: 4/12/21

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Morton Last	Jaylene First	Renee Middle
2. Other names used (maiden, other): Jaylene Renee Crawford, Jaylene Renee Faust			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID #:	[REDACTED]	7. State OR	
8. Contact Phone: [REDACTED]			
9. E-mail Address: [REDACTED]			
10. Mailing Address:	[REDACTED] (Number and Street)	Eugene (City)	OR [REDACTED] (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)
 No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?
 No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?
 No Yes Please list applications below Unsure Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Morton Last	Jaylene First	Renee Middle
Signature:	[Redacted Signature]		Date: 04/14/21

This box for OLCC use ONLY
 _____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



**OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM**

PRINT FORM

RESET FORM

1. Name (Print):		Morton <small>Last</small>	Bradley <small>First</small>	Allen <small>Middle</small>
2. Other names used (maiden, other):				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]				
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):		[REDACTED] <small>(mm)</small>	[REDACTED] <small>(dd)</small>	[REDACTED] <small>(yyyy)</small>
6. Driver License or State ID # [REDACTED]			7. State OR	
8. Contact Phone [REDACTED]				
9. E-mail Address [REDACTED]				
10. Mailing Address:		[REDACTED] <small>(Number and Street)</small>	Tigard <small>(City)</small>	OR [REDACTED] <small>(State) (Zip Code)</small>
<p>11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?</p> <p>No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.</p>				



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Morton	Last	Bradley	First	Allen	Middle
Signature:	[Redacted Signature]				Date:	04/14/21

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Faust <small style="text-align: center;">Last</small>	Jay <small style="text-align: center;">First</small>	Peterson <small style="text-align: center;">Middle</small>
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB): [REDACTED] (mm) [REDACTED] (dd) [REDACTED] (yyyy)			
6. Driver License or State ID # [REDACTED]			7. State OR
8. Contact Phone: [REDACTED]			
9. E-mail Address: [REDACTED]			
10. Mailing Address:			
[REDACTED] <small style="text-align: center;">(Number and Street)</small>		Harrisburg <small style="text-align: center;">(City)</small>	OR [REDACTED] <small style="text-align: center;">(State) (Zip Code)</small>
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):		Faust Last	Verlene First	Joy Middle
2. Other names used (maiden, other): Verlene Joy Gant				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
If yes, you must list your SSN: [REDACTED]				
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):		[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID #: [REDACTED]			7. State OR	
8. Contact Phone: [REDACTED]				
9. E-mail Address: [REDACTED]				
10. Mailing Address:		[REDACTED] (Number and Street)	Harrisburg (City)	OR (State)
[REDACTED] (Zip Code)				
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?				
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: The Anchor Inn Resort, LLC Phone: [REDACTED]

Trade Name (dba): Anchor Inn Resort

Business Location Address: 4407 SW Hwy 101

City: Lincoln City ZIP Code: 971367

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 12pm to 10pm
Monday 12pm to 10pm
Tuesday 12pm to 10pm
Wednesday 12pm to 10pm
Thursday 12pm to 10pm
Friday 12pm to 10pm
Saturday 12pm to 10pm

Outdoor Area Hours:

Sunday 12pm to 10pm
Monday 12pm to 10pm
Tuesday 12pm to 10pm
Wednesday 12pm to 10pm
Thursday 12pm to 10pm
Friday 12pm to 10pm
Saturday 12pm to 10pm

The outdoor area is used for:

- Food service Hours: 12pm to 10pm
- Alcohol service Hours: 12pm to 10pm
- Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: Summer months when occupancy is high we will want to stay open to 12am.

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: TV

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 42 Outdoor: 22
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: 64

OLCC USE ONLY
Investigator Verified Seating: ____ (Y) ____ (N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [REDACTED] Date: 5/10/21

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION

WRITTEN PROPOSAL FOR A FULL ON-PREMISES SALES LICENSE,
COMMERCIAL ESTABLISHMENT

Please Print or Type

Applicant / Licensee The Anchor Inn Resort, LLC

Trade Name of the Business (Name Customers Will See)
Anchor Inn Resort

Business Address 4417 SW Hwy 101, Lincoln City, OR 97367
(Number, Street Address, City, and Zip Code)

I certify that I have read and will follow OAR 845-006-0459, 845-006-0460, and 845-006-0466.

I will offer at least five different meals during my regular meal period. My regular meal period will last at least three hours if my business is open after 5:00 pm and will last at least two hours if my business is not open after 5:00 pm.

My regular meal period will be from 3PM to 8PM
(Start Time) (End Time)

During my regular meal period I will have a minimum of 30 indoor dining seats located in areas of the licensed premises regularly open to the public where each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. I understand that seats at counters in entertainment areas, seats at bars, and seats in outdoor areas do not qualify as dining seating.

At times other than my regular meal period I will make at least five different substantial food items available in all areas where alcohol service is available. Substantial food items are food items that are typically served as a main course or entrée.

I understand that discouraging food service is a violation of OAR 845-006-0466. Examples of discouraging food service include not taking, preparing, or delivering a food order in a timely manner; over-pricing food for the clientele of my business; offering or serving unpalatable food; failing to provide required food service; and failing to provide a food service menu in a timely manner when requested by the patron.

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print) Teresa Morton

Signature [Redacted] Date 5/10/21

845-006-0459

Definitions

As used in OAR 845-006-0459 through 845-006-0469:

- (1) "Substantial food items" means food items prepared or cooked on the licensed premises and that are typically served as a main course or entrée. Some examples could include but are not limited to items such as fish, steak, chicken, pasta, pizza, sandwiches, dinner salads, hot dogs, soup and sausages. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips and crackers do not qualify as substantial food items.
- (2) "Meal" means a substantial food item offered together with at least one side dish or a substantial food item with two or more side dishes available to order separately. Side dishes include but are not limited to vegetables, fruit, salad, rice, french fries and bread.
- (3) "Different" means substantial food items that the Commission determines differ in their primary ingredients or method of preparation. For example, a turkey sandwich differs from a salami sandwich, a beef burger differs from a turkey burger, a pepperoni pizza differs from a cheese pizza, and fried chicken differs from baked chicken. Different sizes of the same item are not considered different under this rule. For example, a large cheese pizza is not different from a small cheese pizza and a large hot dog is not different from a small hot dog.
- (4) "Dining seats" means seating at indoor tables or food counters as defined in OAR 845-006-0340(2)(j) located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat.

845-006-0460

Food Service at Commercial Establishment with Full On-Premises Sales License

- (1) Purpose: The Oregon Liquor Control Act allows licensed commercial establishments with food service to sell distilled spirits by the drink. ORS 471.001(2) defines a commercial establishment as a place of business where food is cooked and served, which has adequate kitchen facilities for the preparation and serving of meals, and has dining facilities adequate for the serving and consumption of meals. A commercial establishment must also either serve meals to the general public or, if a for-profit private club, must serve meals to the club's members and guests and comply with minimum food service requirements established by Commission rule. This rule sets the food service requirements for commercial establishments with a Full On-Premises Sales license. The applicant has the burden of proving it meets the standards and qualifications of this rule and OAR 845-006-0466.
- (2) Food Service at Required Meal Periods.
 - (a) A business open after 5:00 pm must make available to its patrons in all areas where alcohol service is available an offering of at least five different meals during a regular meal period which must last at least three hours. At least three out of the five different meals used to meet the minimum meal requirement must include a main course or entrée (substantial food item) which has been prepared or cooked on the premises in some manner beyond the simple re-heating of a pre-cooked frozen food or carry-out item obtained from a business other than the licensed premises. A business may have fewer than five different meals in the premises or in an area if the Commission determines that the clearly dominant emphasis in the premises or in the area is food service after 5:00 pm.
 - (b) A business not open after 5:00 pm must make available to its patrons in all areas where alcohol service is available an offering of at least five different meals during a required meal period which must last at least two hours. At least three out of the five different meals used to meet the minimum meal requirement must include a main course or entrée (substantial food item) which has been prepared or cooked on the premises in some manner beyond the simple re-heating of a pre-cooked frozen food or carry-out item obtained from a business other than the licensed premises. A business may have fewer than five different meals in the premises or in an area if the Commission determines that the clearly dominant emphasis in the premises or in the area is food service before 5:00 pm.
 - (c) One method for showing that the clearly dominant emphasis in the premises or in the area is food service is for the Commission to determine that the gross receipts from the sale of meals and substantial food items to patrons for consumption in the premises or in the area exceed or are reasonably expected to exceed the gross receipts from alcohol sales when alcohol service is available.
- (3) Minimum Food Requirement at Times other than Required Meal Periods. At all times other than required meal periods and in all areas where alcohol service is available, businesses must make available to their patrons an offering of at least five different substantial food items.
- (4) Dining Seats during Required Meal Periods: The licensed premises must have at least 30 dining seats during required meal periods. Seats at counters in entertainment areas and at bars as defined in OAR 845-006-0340(2)(i) do not qualify as dining seating. A premises may have less than 30 dining seats if the Commission determines that the clearly dominant emphasis of the premises is food service as described in section (2)(c) of this rule at all times and in all areas where alcohol service is available when open to the public.
- (5) Violation of any section of this rule is a Category III violation.

845-006-0466

General Food Service Requirements for Full On-Premises Sales Licenses

- (1) Food preparation facilities: Except for public passenger carriers licensed under ORS 471.182, a Full On-Premises Sales licensee must have a food preparation area and equipment adequate to prepare, cook and serve food to meet the food service requirements of the Commission. The food preparation area and equipment must be on the licensed premises except when the licensed premises is a location catered by a licensee under the authority of ORS 471.184.
- (2) Discouraging food service: A Full On-Premises Sales licensee may not discourage or attempt to discourage a person from ordering or obtaining food from the licensee. Examples of discouraging food service include but are not limited to: A failure to take, prepare, cook, or deliver a food order in a timely manner; clearly over-pricing food for the clientele of the establishment; offering or serving unpalatable food; failing to provide required food service; and failing to provide a food service menu in a timely manner to a patron when requested by the patron.
- (3) Violation of any section of this rule is a Category III violation.

Rev: 6.1.19

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Council Communication

Options to Stabilize Parks & Recreation Funding

Meeting Date:	May 24, 2021	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:		Secondary Contacts:	Jeanne Sprague, Debbie Bridges
Approval:	Lila Bradley	Estimated Time:	20 minutes

Question:

Does the Council have any motions to direct staff to move forward with any of the options identified in this memorandum?

Recommendation:

Staff's principal recommendation would be to explore the adoption and referral to the voters of a food and beverage tax (to be implemented at some logical time in the future after the pandemic has subsided).

The use of Marijuana tax funds as set forth in the proposed budget is a first step to address this funding issue (perhaps it is only an interim step). Staff does not recommend options involving the creation of additional legal entities - e.g. a 501(c)(3) "Friends of Lincoln City Parks," foundation, endowment, or a new governmental entity like a Parks & Recreation District. These options have significant administrative costs. A seasonal gas tax, similar to Newport, would need to be devoted to transportation improvements.

Background:

This is a large topic. This memorandum is summary by nature and is not intended to be an exhaustive review of available options.

On April 26, 2021 the Council passed Resolution 2021-17 to transfer \$500,000 from the City General Fund to the Parks Operations Fund to "get the ball rolling" on establishing a sustainable method of funding for the City's Parks and Recreation Department. The matter was also discussed on April 12, 2021 with the stated purpose being to establish a parks foundation or endowment. The details were admittedly - not fleshed out at the time and Council requested that options be presented at the second meeting in May.

Individual Councilors expressed some reservations about directing the funds be moved; however, it is too late for a motion to reconsider as Resolution 2021-17 is now effective. Any effort to return the funds to the general fund would need to be in a new Resolution. However, the Resolution did not commit the Council to a foundation or endowment, or to any other option. The Resolution itself (as opposed to the staff memo) only moved the funds to Parks Operations. (Your Finance Director advises that we need not actually spend the budgeted item – we underspend transfers all the time.)

There are several options to be considered:

SDCs.

SDCs are to be periodically reviewed and updated based on the current list of capital projects. The Parks SDC needs to be updated and the City Manager has stated that the City is searching for a qualified SDC consultant. The SDC concerns capital improvement projects and not operations or programs.

Foundation.

The first option mentioned was termed, a foundation. Jeanne provided the following to explain what she meant by this option:

What is a Park Foundation?

- A Park Foundation, also known as “Friends Groups”, is an individual nonprofit organization that supports a specific local park agency, park or park project with time, expertise, and privately-raised funds. As champions for parks, the Park Foundation frequently engages local citizens and businesses and provides financial support and volunteer time in support of park priorities.

How to get one started?

- It starts with a group of interested citizen volunteers who start a non-profit with a functioning Board. Perhaps my Department can assist in educating the public on how to do this. At my last job in Portland, we even gave office space to Park Foundation staff to assist them in accomplishing goals for building new parks.

- “How to Start, Build and Grow your Local Park Foundation”:
https://learning.nrpa.org/products/how-to-start-build-and-grow-your-local-park-foundation#tab-product_tab_overview

What is needed to do that (besides seed money and Council’s approval)?

- Starting a non-profit in which the seed money could be given.

[Disclaimer: Neither Legal staff nor Finance staff are comfortable with these statements about public money being used to seed not-for-profit entity creation]

What type of projects can it be used for, is it only available for capital type of projects or would it be available for operation type of projects?

- Whatever the Foundation Board decides: capital projects, events, program support, volunteer services, etc.
- Other Foundation examples:

Here are some examples of what Jeanne is referring to as foundations: They are not-for-profit, 501(c)(3) organizations:

<https://www.lovecorvallisparks.org/organizing-documents/>
<https://www.portlandpf.org/>
<https://penrosefriends.org/our-mission/>

Generally speaking, the City does not provide public money to private entities (it’s unconstitutional). That said, it is commonly recognized that a City may contribute to an existing legitimate, tax exempt, 501(c)(3) organization when it furthers the public interest. These kind of donation decisions are typically made during the budget process. The idea of using city funds to create such a private organization makes the contribution - premature and therefore inappropriate. Generally, private nonprofit “Friends” groups are created by private parties. In one jurisdiction, I recall a city councilor spending his own money to hire a lawyer to create a 501(c)(3) community not-for-profit. That same 501(c)(3) then would (along with other non-profits) request donations of funds from the City. One might imagine a Friends of Lincoln City Parks 501(c)(3) competing with other not-for-profits for City funds and donors.

Related to the foundation is the idea of the City funding an “endowment” with such a not-for-profit foundation. An endowment would have to be large enough to earn interest that could support programs and operations. Obviously, that will take time. Importantly, in addition to myriad regulations (with which your staff is not familiar), the

City will not control the endowment. Some foundations do not take contributions of tax dollars and City dollars are subject to stringent restrictions on where the City can invest its funds.

Special District formation.

Another option would be to create a new governmental entity – a Parks and Recreation District pursuant to ORS Chapter 266. The formation of such a District by the County Commission is governed by ORS Chapter 198 & 266 and requires public hearings and an election. The District is a separate governmental taxing entity: See generally:

<https://sdao.specialdistrict.org>

<https://sdao.specialdistrict.org/files/4517dfe0d/parks.pdf>

https://www.oregonlegislature.gov/bills_laws/ors/ors266.html

Food and Beverage Tax

The attached Ashland Food and Beverage Tax imposes a 5% tax on certain prepared foods and beverages. The ordinance includes a provision that 25% of the tax collected is earmarked for the acquisition, planning, development, repair and rehabilitation of City parks. (See attached Ashland ordinance).

Marijuana Tax Funds

LCMC 3.26.030 imposes a three percent tax on gross sales. The Tax is administered by the Department of revenue through an Intergovernmental Agreement. The Council has not, by ordinance, earmarked this revenue for any particular program.

Gas Tax.

November 2019 discussion draft of seasonal motor vehicle fuel tax provides:

The net revenue shall be used **exclusively for** services and materials associated with the design, construction, reconstruction, improvement and repair of roads, streets, bike and pedestrian pathways and other multi-modal transportation systems for which the city owns, operates and maintains, desires to own, operate or maintain, is contractually or legally obligated to operate and maintain, or for which the city has accepted responsibility under intergovernmental agreement. Net revenues shall be not used for city administration costs, city fuel tax administration costs or city personnel costs. Specific projects that are fully or

partially funded with revenues received under this Chapter shall be identified and approved by the City Council as a part of the city's annual budget process.

See also Article IX, Section 3a of the Oregon Constitution requires that "...revenue from taxes on motor vehicle use and fuel shall be used exclusively for the construction, reconstruction, improvement, repair, maintenance, operation, and use of public highways, roads, streets, and roadside rest areas in this state."

LCP&R Board Fundraising efforts. The Parks Board is an advisory body to the City Council and not authorized to engage in fundraising or other activities.

Attachments:

Ashland tax without links (DOCX)

Chapter 4.34

FOOD AND BEVERAGE TAX

Referred to voters by Resolution No. 2009-22 for 11/02/2009 election - Approved by the voters YES 4130; NO 2894 - Effective December 1, 2009

Referred to voters by Resolution No. 93-02 for 3/23/93 election - Approved by the voters YES 3658; NO 2980 - Effective July 1, 1993

4.34.010 Definitions

The following words and phrases whenever used in this chapter shall be construed as defined in this section unless from the context a different meaning is intended:

- A. "Caterer" means a person who prepares food at a business site, for compensation, for consumption on or off the business premises but within the corporate limits of the City.
- B. "Combination facility" has the same meaning as defined in OAR 333-150-0000(4)(i) which the State of Oregon Department of Agriculture licenses or inspects under OAR 333-158-0000..
- C. "Director" means the Director of Finance of the City of Ashland, or his/her designee.
- D. "Food" includes all prepared food items and beverages, excluding alcoholic beverages, served in a restaurant including "takeout," "to go" or delivered orders.
- E. "Open Space Park Program" and "Open Space lands or easements" have the same meaning as used in Article XIX A of the Ashland City Charter.
- F. "Operator" means the person who is proprietor of the restaurant, whether in the capacity of owner, lessee, sub-lessee, mortgagee in possession, licensee or any other capacity. Where the operator is a corporation, the term "operator" shall also include each and every member of the Board of Directors of such corporation for the time involved.
- G. "Restaurant" means any establishment required to be licensed as a restaurant, mobile unit or pushcart by the State of Oregon Health Division and includes any establishment where food

or beverage is prepared for consumption by the public or any establishment where the public obtains food or beverage so prepared in form or quantity consumable then and there, whether or not it is consumed within the confines of the premises where prepared, and also includes establishments which prepare food or beverage in consumable form for service outside the premises where prepared. The term "restaurant" includes, but is not limited to, grocery store delis, coffee shops, and caterers; it also includes establishments where such food or beverage is prepared in a combination facility. The term "restaurant" does not include a restaurant licensed by the State of Oregon Health Division as a limited service restaurant. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.020 Tax Imposed

A. Except for exempt or tax-capped activities specified in AMC 4.34.030, the City imposes and levies, in addition to all other taxes, fees and charges of every kind, a tax upon:

1. All food and beverages sold by restaurants located within the City to the public, except for whole cakes, pies, and loaves of bread if purchased for consumption off premises, and for alcoholic beverages;
2. All food and beverages sold by a caterer for an event located within the City, except alcoholic beverages and exempt events as defined in AMC4.34.030 K;
3. The following items sold by combination facilities:
 - a. Salads from salad bars;
 - b. Dispensed soft drinks and coffee;
 - c. Sandwiches or hot prepared foods ready for immediate consumption;
 - d. The following items, including toppings or additions, scooped or otherwise placed into a cone, bowl or other container for immediate consumption whether or not they are consumed within the confines of the premises where scooped or placed: any frozen dessert regulated by the Oregon State Department of Agriculture under ORS 621.311 and any ice cream, ice milk, sherbet or frozen yogurt. No tax shall be imposed under this subsection, however, on any item whose volume exceeds one-half (1/2) gallon or more.

e. Any other food mixed, cooked or processed on the premises in form or quantity for immediate consumption whether or not it is consumed within the confines of the premises where prepared; and

4. The following items sold by combination facilities that are bakeries:

a. All those items listed in subsections A.3.a-d of this section;

b. All bakery products sold for consumption on the premises; and

c. All "takeout" or "to go" orders of bakery products prepared on the premises except for whole cakes, pies, and loaves of bread and any order consisting of six or more bakery products.

5. Use of a delivery service for any activity under this section, whether an independent delivery service or operator provided delivery service, does not excuse the operator from the requirement to collect and remit the tax on the food and beverages sold.

B. Such tax shall be imposed at a rate of five percent (5%) on the total amount charged by the seller for the food and beverages, or for the meal. In the computation of this tax any fraction of one-half (1/2) cent or more shall be treated as one cent.

C. The taxes collected by the City under this chapter shall be used as follows:

1. Twenty-five percent (25%) shall be paid into a parks account for purposes of acquisition, planning, development, repair and rehabilitation of City parks per adopted plans of the Ashland Parks and Recreation Commission.

2. The City may retain up to two percent (2%) of the tax collected for costs of administration and collection.

3. The following amounts for fiscal years 2017 through 2022 must be used to pay for wastewater treatment plant debt and wastewater capital improvement projects, per the City of Ashland's Capital Improvement Plan:

a. In fiscal year 2017: \$1,868,290.00.

b. In fiscal year 2018: \$1,608,600.00.

c. In fiscal year 2019: \$1,600,600.00.

- d. In fiscal year 2020: \$1,600,000.00.
- e. In fiscal year 2021: \$1,650,000.00.
- f. In fiscal year 2022: \$1,650,000.00.

4. Any taxes collected by the City under this chapter and not used as described in subsections C.1-3 of this section shall be paid into the Street Fund and used for street maintenance and reconstruction.

5. Beginning in fiscal year 2023, the Council may, through the statutory budget process, appropriate taxes under this chapter as follows:

- a. Not less than twenty-five percent (25%) for the acquisition, planning, development, repair and rehabilitation of City parks.
- b. Not less than an amount necessary to pay for debt service on any borrowing for street repair and rehabilitation per the City of Ashland Pavement Management Program.
- c. Up to two percent (2%) for the collection and administration of the tax.
- d. Except as provided in subsection D of this section, any remaining amounts shall be appropriated for purposes consistent with this chapter unless other purposes are approved by a Council-adopted ordinance enacted by a vote of the Ashland electorate.

D. The Council may decrease the rate of the tax or eliminate the tax described in subsections A and B of this section after a public hearing. Notice of the hearing shall be given by publication in a newspaper of general circulation in the City at least ten days prior to the date of the public hearing. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.030 Exemptions

The tax levied by AMC 4.34.020 shall be capped, at the amount specified, or shall not be collected or assessed on food or beverages:

- A. Sold by public or private schools or colleges except that food sold by independent contractor operators at such schools or colleges shall be subject to the tax imposed by this chapter;
- B. Sold on hospital grounds;
- C. Provided by bed and breakfast establishments to their guests;
- D. Sold in vending machines;
- E. Sold in temporary restaurants including food stands, booths, street concessions and similar type operations, operated by nonprofit organizations or service clubs;
- F. Served in connection with overnight or residential facilities – including, but not limited to, convalescent homes, nursing homes, retirement homes and motels – if the food and beverage are provided as part of the cost of sleeping accommodations;
- G. Provided by nonprofit tax-exempt organizations to citizens over 60 years of age as a part of a recognized senior citizen nutritional program;
- H. Sold for resale to the public;
- I. Sold in bulk to the public for nonimmediate consumption off the premises including but not limited to ice cream packed in a container of one-half (1/2) gallon or more;
- J. Which are candy, popcorn, nuts, chips, gum or other confections but not including ice cream, frozen yogurt, cakes, pies or other desserts;
- K. Sold by an operator at a single food service event located within the City in which restaurant or catering services (exclusive of alcohol) exceed \$5,000.00, in which case, the applicable food and beverage tax shall not be excused but shall be capped at \$250.00. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.040 Operator's Duties

Each operator shall collect the tax imposed by this chapter, to the same extent and at the same time as the amount for the food or beverage is collected from every purchaser. The amount of tax need not be separately stated from the amount of the food or beverage. Every operator

required to collect the tax imposed in this chapter shall be entitled to retain five percent of all taxes collected to defray the costs of collections and remittance. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.050 Reporting and Remitting

A. *Reporting.* Every operator shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January), make a return to the Director, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The operator may request or the Director may establish shorter reporting periods for any operator if the operator or director deems it necessary in order to insure collection of the tax and the Director may require further information in the return relevant to payment of the liability. A return shall not be considered filed until it is actually received by the Director.

B. *Remitting.* At the time the return is filed, the full amount of the tax collected shall be remitted to the Director. Payments received by the Director for application against existing liabilities will be credited toward the period designated by the taxpayer under conditions which are not prejudicial to the interest of the City. A condition which is considered prejudicial is the imminent expiration of the statute of limitations for a period or periods.

C. *Order of Payments.* Nondesignated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. The Director, when in the Director's discretion determines that it will be in the best interest of the City, may specify that a different order of payment credit should be followed with regard to a particular tax or factual situation. The Director may establish shorter reporting periods for any operator if the Director deems it necessary in order to insure collection of the tax and the Director may require further information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Director. A separate trust bank account is not required in order to comply with this provision. (Ord. 3133,

amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2903, amended, 01/06/2004; Ord. 2885, amended, 08/06/2002)

4.34.060 Penalties and Interest

- A. Any operator, who fails to remit any portion of any tax imposed by this chapter within the time required, shall pay a penalty of ten percent of the amount of the tax, in addition to the amount of the tax.
- B. Any operator who fails to remit any delinquent remittance on or before a period of 60 days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax and the penalty first imposed.
- C. If the Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections A and B of this section.
- D. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- E. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax required to be paid.
- F. Notwithstanding AMC 4.34.020.C. , all sums collected pursuant to the penalty provisions in subsections A, B, and C of this section shall be distributed to the City of Ashland Central Service Fund to offset the costs of auditing and enforcement of this tax.
- G. *Waiver of Penalties.* Penalties and interest for certain late tax payments may be waived pursuant to AMC 2.28.045 D. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2983, amended, 05/05/2009)

4.34.070 Failure to Collect and Report Tax – Determination of Tax by Director

If any operator should fail to make, within the time provided in this chapter, any report of the tax required by this chapter, the Director shall proceed in such manner as deemed best to obtain facts and information on which to base the estimate of tax due. As soon as the Director shall procure such facts and information as is able to be obtained, upon which to base the assessment of any tax imposed by this chapter and payable by any operator, the Director shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the Director shall give a notice of the amount so assessed by having it served personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the last known place of address. Such operator may make an appeal of such determination as provided in AMC 4.34.080. If no appeal is filed, the Director's determination is final and the amount thereby is immediately due and payable. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2885, amended, 08/06/2002)

4.34.080 Appeal

Any operator aggrieved by any decision of the Director with respect to the amount of such tax, interest and penalties, if any, may appeal pursuant to the administrative appeals process in AMC 2.30.020, except that the appeal shall be filed within 30 days of the serving or mailing of the determination of tax due. The hearings officer shall hear and consider any records and evidence presented bearing upon the Director's determination of amount due, and make findings affirming, reversing or modifying the determination. The findings of the hearings officer shall be final and conclusive, and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2885, amended, 08/06/2002)

4.34.090 Records

It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this chapter to keep and preserve, for a period of three years, all such records as may be necessary to determine the amount of such tax. The Director shall have the right to inspect all records at all reasonable times. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.100 Refunds

A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City under this chapter, it may be refunded as provided in subsection B of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Director within one year of the date of payment. The claim shall be on forms furnished by the Director.

B. The Director shall have 20 calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Director shall notify the claimant in writing of the Director's determination. Such notice shall be mailed to the address provided by claimant on the claim form. In the event a claim is determined by the Director to be a valid claim, an operator may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously or illegally collected or received in a manner prescribed by the Director. The operator shall notify Director of claimant's choice no later than 15 days following the date director mailed the determination. In the event claimant has not notified the Director of claimant's choice within the 15-day period and the operator is still in business, a credit will be granted against the tax liability for the next reporting period. If the operator is no longer in business, a refund check will be mailed to claimant at the address provided in the claim form.

C. No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Director acknowledged the validity of the claim. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2903, amended, 01/06/2004)

4.34.110 Actions to Collect

Any tax required to be paid by any operator under the provisions of this chapter shall be deemed a debt owed by the operator to the City. Any such tax collected by an operator which has not been paid to the City shall be deemed a debt owed by the operator to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City of Ashland for the recovery of such amount. In lieu of filing an action for the recovery, the City of Ashland, when taxes due are more than 30 days delinquent, can submit any outstanding tax to a collection agency. So long as the City of Ashland has complied with the provisions set forth in ORS 697.105, in the event the City turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of \$50.00 or 50 percent of the outstanding tax, penalties and interest owing. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2931, amended, 09/19/2006; Ord. 2885, amended, 08/06/2002)

4.34.120 Violations

All violations of this chapter are punishable as set forth in AMC 1.08.020. It is a violation of this chapter for any operator or other person to:

- A. Fail or refuse to comply as required herein;
- B. Fail or refuse to furnish any return required to be made;
- C. Fail or refuse to permit inspection of records;
- D. Fail or refuse to furnish a supplemental return or other data required by the Director;
- E. Render a false or fraudulent return or claim;
- F. Fail, refuse or neglect to remit the tax to the City by the due date.

Violation of subsections A-D and F above shall be considered a Class I violation. Filing a false or fraudulent return shall be considered a Class C misdemeanor, subject to AMC 1.08. The remedies provided by this section are not exclusive and shall not prevent the City from exercising any other remedy available under the law, nor shall the provisions of this chapter prohibit or restrict the City or other appropriate prosecutor from pursuing criminal charges

under state law or City ordinance. (Ord. 3133, amended, 08/16/2016; Ord. 3023, amended, 08/03/2010; Ord. 2991, amended, 12/01/2009; Ord. 2885, amended, 08/06/2002)

4.34.130 Confidentiality

Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this chapter. Nothing in this section shall prohibit:

- A. The disclosure of the names and addresses of any person who is operating a restaurant; or
- B. The disclosure of general statistics in a form which would prevent the identification of financial information regarding an individual operator; or
- C. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim or an appeal for amount due the City under this chapter; or
- D. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or
- E. The disclosure of records related to a business's failure to report and remit the tax when the report or tax is in arrears for over six months or the tax exceeds \$5,000.00. The City Council expressly finds and determines that the public interest in disclosure of such records clearly outweighs the interest in confidentiality under ORS 192.501(5). (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2885, amended, 08/06/2002)

4.34.140 Examining Books, Records, or Persons

The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by it for that purpose any books, papers, records, or memoranda, including copies of operator's state and federal income tax return, bearing upon the matter of the operator's tax return. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009; Ord. 2885, amended, 08/06/2002)

4.34.160 Termination of tax

This chapter shall expire on December 31, 2030, unless extended by a vote of the electorate.
(Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

The Ashland Municipal Code is current through Ordinance 3195, passed December 1, 2020.

Disclaimer: The City Recorder's office has the official version of the Ashland Municipal Code. Users should contact the City Recorder's office for ordinances passed subsequent to the ordinance cited above.