



CITY COUNCIL

MEETING AGENDA

Tuesday June 6, 2023, 6:00 PM
City Hall, 420 Sixth Ave

1. Call to Order/ Roll Call/Pledge of Allegiance

2. Agenda Adjustments

Adjustments to the agenda are limited to a change in the order of business to accommodate visitors making presentations or citizens who are attending for the purpose of a single agenda item. Adjustments in the form of additions to the agenda are discouraged because the general public has had no prior notice of their consideration, and therefore interested persons will not have an opportunity to participate. Adjustments in the form of deletions from the agenda may be accomplished here so long as there is disclosure of the reason for the deletion and an indication as to when or if the item will be placed on a future agenda.

3. Announcements, Correspondence, Awards and Proclamations

4. Public Input — Limited to 5 minutes or less per speaker per Mayor's discretion

5. Public Hearing

- A) Ordinance Amending Southern Oregon Sanitation Franchise Agreement for rate adjustments to be approved by resolution.

6. Consent Agenda

- A) Council Meeting Minutes
 - a. May 2, 2023
 - b. May 16, 2023
 - c. May 23, 2023

7. Action Items

- A) Resolution Adopting an updated Employee Policies Handbook
- B) Resolution Affirming City (Employer) PERS Payments on behalf of employees
- C) Resolution adjusting Southern Oregon Sanitation Rate Schedule B
- D) Resolution extending existing Avista Utilities franchise agreement for a ten-year term

8. Reports from Councilors

9. City Manager Report

- A) City Hall/OSP Lease - Status Update
- B) City Manager Recruitment – Status Update
- C) RVSS Annexation – Status Update

10. Adjournment

Note: This agenda and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are available at the Gold Hill City Hall in advance of each meeting 420 6th Avenue (P.O. Box 308), Gold Hill, OR 97525. Information can also be viewed at www.cityofgoldhill.com



Council Communication

Agenda Item	Southern Oregon Sanitation - Solid Waste and Recycling Ordinance Amendment and Revised Rate Resolution		
From	Adam Hanks	Interim City Manager	
Contact	Adam.hanks@cityofgoldhill.com	Date	June 6, 2023

SUMMARY

Consistent with the terms of the existing franchise agreement, Southern Oregon Sanitation requested and received Council approval for a rate adjustment on April 4, 2023. The rate increase was approved via resolution referenced in the franchise agreement as “Schedule A” At the time of the approval of the rate resolution, Council included in the rate resolution motion a request for staff to modify the franchise ordinance to remove the rate increase process from ordinance and instead process rate reviews via resolution.

The attached draft franchise agreement and ordinance contains the following edits:

- 1) Rate adjustments to be approved by resolution rather than ordinance.
- 2) Rate adjustment methodology reflects a current CPI.
- 3) Rate adjustment methodology includes an operating margin to differentiate annual CPI rate adjustments from more extensive rate review processes.
- 4) Old ORS reference regarding recycling removed and current recycling references added in the ordinance document and franchise agreement attachment.

PREVIOUS COUNCIL ACTION

June 2018 - Council last approved a solid waste and recycling rate increase with the passage of Ordinance 565.

April 4, 2023 - Council approved an increase, the first in over five years, resulting in a 14.9% increase in solid waste and recycling rates, which translates to a monthly increase of \$2.75 for a typical residential customer.

April 4, 2023 - Southern Oregon Sanitation presented its 2022 Annual Report containing relevant statistical information on service levels and account growth in Gold Hill, as well as a summary of franchise payments to the City of Gold Hill over the past ten years.

BACKGROUND AND ADDITIONAL INFORMATION

Subsequent to Council approval of the rate adjustment resolution, it was noted that schedule B contained an outdated rate schedule indicating the level of service provided to the City at no cost. This is being rectified with the inclusion of an updated Schedule B in the attached rate adjustment resolution.

It was additionally noted by Southern Oregon Sanitation and City staff that annual Consumer Price Index (CPI) based rate adjustment references a particular CPI that no longer exists and also did not contain language to differentiate the annual rate adjustment process from a more involved rate review. Language has been added to the attached franchise agreement.

Several other minor text amendments are proposed for clarity and read. All deletions are shown with strikeout text and all additions are shown with red text.

FISCAL IMPACTS

The April 4, 2023, rate resolution approval results in an increase in annual franchise revenue to the City's General Fund. The five percent franchise fee charged on gross revenues from Gold Hill operations would result in approximately \$1,500/yr in additional General Fund revenue from the current total of roughly \$12,000 per year.

Conversely, the updated Schedule B reduces City operating costs by approximately \$2,000. When combined, the overall net effect is a financial benefit to the City budget of \$14,000.

STAFF RECOMMENDATION

Staff recommends Council approval of the modification to the franchise ordinance and amended rate resolution.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1) I move to approve Ordinance 23-2 modifying the Solid Waste and Recycling franchise agreement with Southern Oregon Sanitation

AND

2) I move to approve Resolution 23-R-6 amending Schedule B to the solid waste and recycling rate resolution.

REFERENCES & ATTACHMENTS

1. Gold Hill/SOS Franchise Agreement Ordinance
2. Resolution 23-R-6

City of Gold Hill

Ordinance No. 23-02

AN ORDINANCE OF THE CITY OF GOLD HILL, OREGON AMENDING ORDINANCE NO. 565, A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOLD HILL AND SOUTHERN OREGON SANITATION

Whereas, Oregon Revised Statutes (ORS) Chapter 459 grants the City authority to regulate solid waste collection and mandates the development of a recycling program, and

Whereas, the community is benefitted by insuring efficient and comprehensive materials waste management and collection services within the City.

Whereas, the City and Southern Oregon Sanitation desire to update the existing franchise agreement to identify and utilize a current and valid Consumer Price Index, incorporate operating margin language to clarify how the CPI is utilized in rate adjustments, and remove outdated references to ORS.

THE COUNCIL OF THE CITY OF GOLD HILL ORDAINS AS FOLLOWS:

Section 1: The City Council adopts the franchise agreement attached to Ordinance 23-02 as Exhibit A as its current franchise agreement with Southern Oregon Sanitation.

Section 2: The approval of the amended agreement text does not alter or modify the effective dates, term or expiration of the franchise agreement.

The foregoing ordinance was first read by title only in accordance with the City Charter on the _____ day of _____, 2023 and duly **PASSED AND APPROVED** by the Council of the City of Gold Hill this _____ day of _____, 2023.

Approved:

Attest:

Ronald Palmer
Mayor

Darlene "Dee" Giana-Larez
City Recorder

City of Gold Hill

Solid Waste and Recycling Franchise Agreement

Grantor: City of Gold Hill, Jackson County, Oregon (City)

Grantee: Southern Oregon Sanitation (Contractor)

SECTION 1: TERM

That for the consideration herein expressed the City does hereby grant to the Contractor the exclusive right and franchise to collect, dispose, sell and transport solid waste and recyclable material generated within the City Franchise Area for the period of seven (7) years from and after and beginning with the effective date of this agreement.

This franchise agreement shall automatically renew, unless the City provides notice that the agreement shall not be renewed. If the City desires to terminate this agreement, it shall so notify the Contractor in writing prior to the anniversary date of this agreement. The Agreement will then terminate 6 years after the next effective anniversary date. The right and privilege herein granted shall be exclusive so long as the Contractor shall perform the services hereinafter mentioned in the manner herein agreed.

Immediately upon this Agreement becoming effective the prior Franchise Agreement shall be terminated and replaced and superseded in all other respects by this Agreement.

SECTION 2: RATE METHODOLOGY

The Contractor shall have the right to charge and collect for such service, from the persons, firms or corporations served, for the period of this exclusive franchise, and the Contractor agrees that the prices to be charged therefore, unless a change be found necessary and approved by the City, shall be as set forth in schedule "A," which is attached and incorporated by this reference. ~~In anticipation of changes in the cost of providing service under this agreement in January of each year at the request of the Contractor and approval of the City an annual adjustment of 85% from the November U.S. Bureau of Labor Portland Salem a Cost of Living Index (CPI-U) will be implemented to the rates set forth in schedule "A". If the CPI-U results in a negative amount, no adjustment will be made.~~

Annually, on June 1st of each year, the franchisee may adjust rates upward for services utilizing the Consumer Price Index for All Urban Consumers ("CPI-U") index, as published by the United States Bureau of Labor and Statistics. Adjustments will utilize the December 31st year over year change in the index.

Example:

If the CPI-U index for December 2020 was 508.19 and the December 2021 was 516.34, rates would increase by 1.6% rounded to the nearest \$0.05.

Calculation. [516.35 minus 508.19 equals 8.15. 8.15 divided by 508.19 equals 1.6%.

Calculations will be presented to the City Manager in March each year. Once the City Manager reviews the calculation and determines them to be accurate, the rate adjustment will be implemented and affected customers will be notified by franchisee.

If the prior year Net Income Before Tax Margin on Total Revenue ("IBT") is greater than 13%, the rate adjustment as determined by the CPI-U index will be reduced to 0%.

If the prior year IBT is less than 8.0%, the franchisee may request an adjustment greater than the CPI-U index. Any adjustment greater than the CPI-U index would require Council approval via resolution.

SECTION 3: FRANCHISE FEE

In consideration of the rights and privileges granted by this Agreement, Contractor shall pay to City of Gold Hill five (5) percent per annum of its Gross Revenues derived from all services within the Franchise Area. Gross Revenues means Contractor's gross revenue from the fees charged for the collection of garbage within the corporate limits of the City, and after there from may deduct uncollectable account of customers within the City. The Franchise Fee shall be in lieu of any other license, or charges, which might otherwise be levied or collected by the City from the Contractor for doing business within the corporate limits of the City. The Franchise Fee shall be paid monthly on or before the 20th of each month during the term hereof, and shall be computed upon the gross revenue accruing during the previous calendar month or portion thereof.

The Contractor will also provide the City at no charge the services listed in Schedule B.

SECTION 4: SERVICE LEVEL AND RESPONSIBILITIES

The Contractor shall make at least one garbage pickup for its customers once each week or at a frequency subscribed to by its customers over the entire city, and for the purposes thereof will have the right to use all streets, alleys and publicly used ways within the City for the collecting, gathering, and hauling of said materials; and *recycling and yard waste collections will be incorporated as determined by Contractor for legal compliance and operational efficiency.*

The Contractor will provide disposal of collected waste at a disposal facility which shall be in compliance with all state and federal sanitary regulations.

The Contractor will provide, maintain and use adequate equipment to handle and dispose of the garbage and other refuse materials and will perform said services in a manner as to protect the

City against scattering upon or littering the streets or driveways, and to insure the foregoing protection. The Contractor agrees to use equipment for hauling liquids, equipped with metal bodies, water tight and drip proof, that will meet all laws and sanitary rules and Ordinances of the State of Oregon and the City of Gold Hill.

The Contractor will be in the performance of the services herein contemplated, comply with all the rules, laws and regulations of the State of Oregon and of the Sanitary Ordinances and regulations of the City of Gold Hill which may regulate or be pertinent to this operation.

~~Contractor acknowledges that it is aware of and familiar with Chapter 729 of the 1983 Oregon Laws (S.B. 405) pertaining to recycling. The Contractor agrees to cooperate with the City in the development of any "opportunity to recycle" that may be required by law, and to provide its customers with an opportunity to recycle no later than July 1, 2000. The City and the Contractor agree that the rates set forth in Schedule "A" are subject to modification to reflect any added costs of compliance with this recycling requirement.~~

At the time this agreement is executed, the Contractor will have obtained and will provide satisfactory evidence thereof to the City, a policy of liability insurance from an insurance company admitted or otherwise licensed to do business in not less than the amount of \$1,000,000 **\$2,000,000** single limit liability coverage for any occurrence resulting from the operation of its garbage pickup service during the term of this agreement, and which occurrence or occurrences result in injury or death to any person or persons or to any damage to any property, personal or real. In addition, the Contractor will furnish to the City proof that the City is an additional named insured under the policy.

SECTION 5: ENFORCEMENT, SUSPENSION OR TERMINATION

The right herein granted to the Contractor shall be exclusive for the full period of the agreement, so long as the services herein contemplated shall be performed by the Contractor as here agreed, but should the Contractor have the right through action of the City Council to declare a termination hereof and such action on the part of the City Council would terminate the right of the Contractor to further operate in pursuance hereof. The City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at later date as may be established by City, under the following condition. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 30 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice by the party giving notice.

In the event of a dispute arising under this Agreement the parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If suit or action is brought to enforce any right created by this agreement,

the prevailing party in such suit shall be entitled to recover in any trial court, any appellate court or courts, reasonable attorney fees, and costs and disbursements incurred therein.

IN WITNESS WHEREOF this agreement has been executed by the City of Gold Hill, Oregon through its Mayor and/or City ~~Administrator~~ **Manager**, pursuant to the motion of the City Council, duly and regularly passed, and the Contractor has signed and sealed the same ~~the 11 day of, 2008.~~

CITY OF GOLD HILL

Ronald Palmer, Mayor

Date

SOUTHERN OREGON SANITATION

Title

Date

A RESOLUTION OF THE CITY OF GOLD HILL AMENDING RATES AND FEES FOR SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT

WHEREAS, consistent with the franchise agreement most recently approved in June of 2018, the City Council has the authority and responsibility to review and approve associated rates and fees charged by the Solid Waste and Recycling contractor to Gold Hill customers.

SECTION 4. This resolution is effective upon adoption.

ATTEST:

Ronald Palmer, Mayor

Schedule B

Service	Location	Period
One Six yard container once a week service	14745 Hwy 234	Entire Year
Padlock/Gate Service	14745 Hwy 234	Entire Year



CITY COUNCIL

Business Meeting Minutes

Tuesday May 16, 2023, 6:00 PM
City Hall, 420 Sixth Ave

1. Call to Order/ Roll Call/Pledge of Allegiance

All present

2. Agenda Adjustments-None

Adjustments to the agenda are limited to a change in the order of business to accommodate visitors making presentations or citizens who are attending for the purpose of a single agenda item. Adjustments in the form of additions to the agenda are discouraged because the general public has had no prior notice of their consideration, and therefore interested persons will not have an opportunity to participate. Adjustments in the form of deletions from the agenda may be accomplished here so long as there is disclosure of the reason for the deletion and an indication as to when or if the item will be placed on a future agenda.

3. Announcements, Correspondence, Awards and Proclamations-None

4. Public Input

– Carol Holm thanked all council members, city employee's and all members/volunteers of CanDo for helping make the Sing into Spring event a success, all good advice and support

5. Public Hearing

1. First Reading of an Ordinance adopting proposed text amendments to Title 17 of the Gold Hill Municipal Code as recommended by the Gold Hill Planning Commission.

Mayor thanked the planning commission for their dedicated work taking on a complicated project then read the rules and procedures for a quasi-judicial land use public hearing (attached).

Councilors reported no potential or actual conflicts of interest or ex parte contact on the application. The Mayor opened the public hearing at 6:10

RVCOG Planner James Shireman provided a comprehensive staff report and presentation outlining the process steps over the past year with the Planning Commission developing the set of recommended text amendments to the Gold Hill land use code. Shireman noted the extended discussion relating to parking standards, referencing the statewide Climate Friendly Cities statutes that drove decision making. Shireman also noted the general modernization of the code with the inclusion of tables, charts, updated procedures and clean up work in permitted housing types and densities in the R-1, R-2 and R-3 zones as well as allowances for Accessory Residential Units (ADU's) making them more possible in the R-1 and R-2 zones.

Planning Commissioners in attendance (Mark Warwick, Joe Berggren and Hugh Schoonover) spoke and thanked Mr. Shireman for his assistance and expertise in guiding the Commission through the updating process and stated their support for the final recommendations and assured

Council of the depth of the discussion and deliberation in making their final recommendations.

Councilor Newstead inquired about the definition of guest units as having no cooking facilities and was concerned that it would deter ADU's. Shireman and Hanks clarified that ADU's can have cooking facilities (required) but the definition was to allow guest units as well as basically detached bedrooms or similar spaces that utilize the primary dwelling for cooking facilities and could not function as a standalone housing unit.

Councilor Biedscheid asked about the R-1-U zoning district and if it is going away with the new code. Shireman noted that the new procedure of a formal interpretation addresses this matter in the short term by having R-1-U lands regulated and applications processed under the R-1 zoning regulations. The longer term fix to the R-1-U and Public zoning designation will need to be done in a future phase.

Mayor Palmer requested comment from anyone opposed or in support and received none then closed the public hearing at 6:40.

Council again voiced their support for the recommended text amendments to the land use code and thanked staff and the Planning Commission for their work.

Motion/Second Wilson/Biedscheid to approve first reading of ordinance 23-01 and associated findings and orders for text amendments to the Gold Hill Land Use Code.

Motion passes 6-0

6. Consent Agenda

1. Approval of Meeting Minutes

a) May 2, 2023

b) April 18, 2023-

Hanks noted a clarification on item 7.2 that the language used could be taken as "not designed to use the right a way" and noted that it should be altered to ensure that the record conveys that the project intention IS to use the right of way.

Motion/second Councilor Biedscheid/Stancliff to approve minutes with noted edits.

Motion carries 6-0

7. Action Items

A) Request for fee waiver, vendor approval for Happy Tails Festival at the Sports Park on September 16, 2023.

Hanks noted the applicant was not able to attend the meeting and provided a brief overview of the event and the request. Hanks noted that there is no formal policy to guide fee waivers, but large community wide events bring people to Gold Hill and add value to the community and businesses.

Councilor Newstead stated for transparency that the event is being coordinated by his wife Rose and Newstead shared some of the event information and reiterated that it is completely not for profit and donations will go to the Humane Society.

Hanks suggested that a policy be developed so future requests could be handled administratively for efficiency. Council concurred.

Motion/Second made by Councilors Wilson/Rigney to approve the fee waiver, vendor approval for Happy Tails Festival at the Sports Park on September 16, 2023

Motion carries 6-0

- B) Review and Approval of Lease Agreement between the City of Gold Hill and the Oregon State Police for a portion of the City Hall facility located at 420 Sixth Ave.

Hanks provided an overview of the lease elements, noting that it would be a 2-3 term using 1,407 square feet of City Hall office space while the OSP facilities in Central Point undergo significant addition and renovation. Lease components include sharing of utility costs, some initial tenant improvements by the City for the space with a lease rate of \$.75 per sq/ft (approximately \$12,000 annual lease revenue). Hanks also noted that OSP will be using the lobby area that had been occasionally used by Jackson County Sheriff and that they will still have some informal use of the building by agreement between the two parties.

Motion made by councilor Newstead to approve the Lease Agreement between the City of Gold Hill and the Oregon State Police for a portion of the City Hall facility located at 420 Sixth Ave.

Second by councilor Rigney

Motion carries 6-0

Councilor Biedscheid inquired in regards to parking allotment for the Oregon State Police. Hanks noted that dedicated parking will be the east side only, but may have some occasional use of the west side parking which is larger.

- C) Update and direction on City Manager Recruitment next steps-
Hanks noted that this is falling behind schedule a bit and that he would like to post the position by May 19 and start reviewing and interviewing using the rolling interview process outlined in prior Council meeting starting June 1.

All council members approved the plan.

8. Reports from Councilors

9. City Manager Report – N/A

10. Adjournment 7:10

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CITY COUNCIL

Study Session

MEETING MINUTES

Tuesday May 16, 2023, 7:00 PM
City Hall, 420 Sixth Ave

1. Call to Order/ 7:11

Mayor Palmer and all Councilors in attendance. All seven invited members of the Budget Committee were in attendance and were invited to participate in the study session to aid in preparations for the first Budget Committee meeting scheduled for June 5, 2023.

Introductions of the budget committee members were then conducted. Budget Committee members Mark Warwick, Carol Holm, Larry Holm, Sandi Berggren, Gene Nelson, Lori Nelson and Scott Okon were introduced.

2. Public Input -None

3. Presentation/Overview of upcoming FY23-24 Budget

Interim City Manager Hanks presented an overview of the financial structure of the City, its major revenues and expenses for each operating fund, cash flow trends and needs for each fund, the cost of staff and administrative overhead and how that is allocated across the budget and a review of services provided directly by the City versus those that are contracted to public and private third parties. (Powerpoint attached)

Hanks noted the challenges with the existing financial software and the lagging completion of prior year audits as contributing factors for the preparation of the FY 23-24 budget.

Hanks noted that the budget will not have much that is discretionary, will be basic for operational needs and will focus on preparing for infrastructure capital planning and financial stability.

Hanks thanked the Budget Committee members for stepping up and filling the vacant seats from prior years and stated the importance of a full committee for this year and

especially for future years as the City re-establishes its financial footing and moves forward.

Carol Holm and Larry Holm both expressed their appreciation for the Budget Committee being invited to the Study Session and thanked Hanks for the comprehensive overview providing the education and explanation of the budget.

Councilor Biedscheid thanked the budget committee

Note: Appointed citizen members of the Budget Committee have been invited to attend and participate in this Council Study Session in preparation for the upcoming formal Budget Committee meeting to review and make recommendations on the City Manager's Proposed FY23-24 Budget

4. Adjournment 8:14

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City of Gold Hill City Council

Meeting Minutes

May 23, 2023 6:00pm

1. Call to Order/ Roll Call/Pledge of Allegiance

All council members present.

2. Agenda Adjustments-None

Adjustments to the agenda are limited to a change in the order of business to accommodate visitors making presentations or citizens who are attending for the purpose of a single agenda item. Adjustments in the form of additions to the agenda are discouraged because the general public has had no prior notice of their consideration, and therefore interested persons will not have an opportunity to participate. Adjustments in the form of deletions from the agenda may be accomplished here so long as there is disclosure of the reason for the deletion and an indication as to when or if the item will be placed on a future agenda.

3. Announcements, Correspondence, Awards and Proclamations- None

4. Public Input- None

5. Public Hearing

1. Second Reading of an Ordinance adopting proposed text amendments to Title 17 of the Gold Hill Municipal Code as recommended by the Gold Hill Planning commission.

Mayor Palmer opened the public hearing 6:04 and read the rules and procedures for a quazi-judicial land use legislative public hearing (attached)

Mayor Palmer asked if anyone is opposite to the application?

Response- None

Anyone is support of the application? Response Yes

Mayor announces the closure of the public hearing. 6:08

Motion made by councilor Wilson to approve the Second Reading of an Ordinance adopting proposed text amendments to Title 17 of the Gold Hill Municipal Code as recommended by the Gold Hill Planning commission.

Motioned seconded by councilor Rigney

Votes 6/0 Motion carries

6. Consent Agenda- None

To be approved with single motion in the affirmative; Council Member(s) may elect to pull any and all items which will then be automatically added as the next item under section "7) Action Items"

7. Action Items- None

8. Reports from Councilors- None

9. City Manager Report

1. Water System Update
2. Fuels Reduction Grant Update
3. House Bill 3115 and 3124 -Homelessness in Public Spaces Legislation

Interim City Manager Hanks noted the recent lead and copper testing of the water system as well as the flushing of the entire distribution system as examples of the necessary behind the scenes maintenance work required to properly operate and maintain a municipal water system and thanked the City's contractor, Southern Oregon Water Technology for their work.

Hanks also noted that the fuels reduction grant will likely come through in July with the visible work beginning after this fire season ends, likely in October.

Hanks provided a guidebook from the League of Oregon Cities regarding the two house bills relating to addressing homelessness in public spaces that go into effect July 1. Hanks and Council had dialogue about the challenges small communities have in maintaining public spaces for community use while also addressing the potential use of those same public spaces for overnight sleeping/camping if the City wasn't able to designate and manage a section of public space for overnight sleeping/camping.

Councilors voiced their concerns over public safety (drugs, needles behavioral issues) and cleanliness (garbage, junk, abandoned items) as well as potential fire danger due to cooking fires.

Mayor Palmer proposed a Council work session on the topic and Councilor Rigney voiced strong support for the work session to occur as soon as possible. Hanks noted that it would be beneficial to bring in people more well versed on the legislation that could share potential solutions geared towards smaller communities. All were in support and Hanks noted that after the budget process is complete, a work session could be put together.

10. Good of the Order

11. Adjournment

Mayor Palmer adjourned the meeting at 6:35 pm

Attested by:

Dee Larez, City Recorder



Council Communication

Agenda Item	Resolution Adopting Updated Employee Policies and Procedures Guide		
From	Adam Hanks	Interim City Manager	
Contact	Adam.hanks@cityofgoldhill.com	Date	June 6, 2023

SUMMARY

With Council support and direction from the February 7, 2023 Council meeting and professional assistance from the Human Resource staff at the Rogue Valley Council of Governments (RVCOG), staff has developed an updated Employee Policies and Procedures Guide, called the City of Gold Hill Employee Handbook, to replace the prior policy document approved in 2007.

The Handbook provides the City and its employees, current and future, with a solid legal framework between employer and employee. The new document enhances policy areas where laws have changed since 2007 and added new sections that didn't previously exist, providing more clarity and guidance to both employees and management staff. Highlights of changes are listed in below in the background information section of this document.

PREVIOUS COUNCIL ACTION

February 7, 2023 – Staff request and Council approval to add an update to the 2007 Employee Policies and Procedures Guide to the workplan for 2023.

BACKGROUND AND ADDITIONAL INFORMATION

Key areas of improvement include:

- Updated Harassment and No-Bullying definitions, process and procedures
- Pregnancy Accommodation Policy
- Current language for meal and break periods consistent with the Bureau of Labor and Industry (BOLI)
- Updated Family Medical Leave (FMLA/OFLA)
- Clarification of healthcare and PERS benefits and consistency in applying these benefits
- Mobile Device, Email, Electronic Equipment and Social Media policy guidance

FISCAL IMPACTS

The majority of the items referenced above have no direct cost associated with their integration into formal policy. Conversely, not having updated, clear, understandable and enforceable employment policies and procedures can be costly with potential employee lawsuits or other legal penalties that could arise.

Two changes to employee benefits do have a cost to the City; healthcare and PERS. The proposed changes to the healthcare policy provide up to full family plan coverage at no cost to the employee. This is currently provided to

employees that are deemed “Appointed Positions” by the City Charter. This includes the City Manager, the City Recorder and the Parks Superintendent. The proposed change would extend that same benefit application to the City Clerk and Parks/Utility Worker positions. The exact cost could change significantly based on the level of healthcare coverage individuals in each position would take from the City, i.e. single, two-party or full family. Additionally, it is not uncommon for employees not to take healthcare insurance at all if they are already covered under a plan of a spouse/partner.

PERS (Public Employee Retirement System) has two components, the employer share (6% + other factors) and the employee share (6%). The proposed PERS changes would commit the City to paying both the employer share and the employee share. This is currently in place for the City Manager via individual contract, but the remaining employees pay their employee 6% share after the initial six month PERS waiting period.

There are two primary drivers in making these proposed enhancements to the employee benefit package; consistency and competitiveness. Applying employment benefits fairly and equitably limits conflicts, errors, favoritism and enhances the sense of team and inclusiveness, especially in a small organization.

Due to historical and persistent financial constraints, the City does not have a competitive pay scale for any of the current positions, which impacts recruitment and retention of employees. Combating this with a high quality and low out of pocket employee cost benefit package can help balance the pay scale challenges. Additionally, the cost of providing these enhanced benefits carries a lower net cost than an equivalent wage adjustment due to the additional payroll tax related rollups associated with wages.

STAFF RECOMMENDATION

Staff recommends Council approval of the updated Employee Handbook, including the health benefit and PERS pick up policy changes described above.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move to approve Resolution 23-R-8 adopting Updated Employee Policies and Procedures with the attached City of Gold Hill Employee Handbook.

AND

- 2) I move to approve Resolution 23-R-9 providing PERS with formal notice and authorization for the City to pay the employee contribution to their PERS account.

REFERENCES & ATTACHMENTS

1. Resolution 23-R-8 (City of Gold Hill Employee Handbook attached)
2. Resolution 23-R-9 Changing Employee Contributions for Employees



City of Gold Hill Employee Handbook

Updated May 2023

Welcome!

The City of Gold Hill enthusiastically supports its employees and strives to foster an environment where its staff feel safe, comfortable and able to positively contribute to the goals and objectives of the organization, the Council and the community. We believe that our employees are our most valuable assets and our success as an organization in significant part is reliant on our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with The City of Gold Hill, you will become a productive and successful member of our team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between The City of Gold Hill and its employees. The policies stated in this handbook are subject to change at any time at the sole discretion of The City of Gold Hill with or without prior notice. This handbook supersedes any prior handbooks or written policies of The City of Gold Hill that are inconsistent with its provisions.

This handbook does not create a contract of employment between the City of Gold Hill and its employees. All employment at The City of Gold Hill is “at will.” That means that either you or The City of Gold Hill may terminate this relationship at any time, for any reason, with or without cause or notice. No supervisor, manager, or representative of the City of Gold Hill has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by The City of Gold Hill.

The City Council is the responsible and determining governance for changes, exceptions and interpretation of policies, procedures and benefits. Information contained within this handbook may be changed unilaterally by an approved motion of The City Council, irrespective of notice to employees. You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the supervisor.

Thank you for making the decision to join our staff.

Sincerely,
Adam Hanks,
Interim City Manager
City of Gold Hill

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I. Equal Employment Opportunity (EEO) Policies

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

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

A. No-Discrimination, No-Retaliation Policy

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

For purposes of this and all other City of Gold Hill policies, "race" is defined to include physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hair styles). Further, "protective hairstyles" is defined as "hairstyle, hair color or manner of wearing hair, including braids (regardless of whether the braids are created with extensions or styled with adornments, locs and twists)".

The City of Gold Hill's commitment to equal opportunity applies to all aspects of the employment relationship — including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. Statement Regarding Pay Equity

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

C. No-Harassment Policy

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

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with the supervisor, at any time if they have questions relating to the issues of discrimination or harassment.

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

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is “welcome”), when:

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

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual’s body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

Other Forms of Prohibited Harassment

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

The City of Gold Hill policy also prohibits harassment such as verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual’s protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on The City of Gold Hill property;
- “Teasing” or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person’s religious beliefs, or “pushing” your religious beliefs on someone who doesn’t have them;

- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.
- Negative comments or teasing a person about their natural hair, hair texture, hair type or hair style (see definition of “race” on page 1). Employees may not touch another employee’s hair without permission to do so, even if the touch is extended out of curiosity or as a compliment.

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

Complaint Procedure

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

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with The City of Gold Hill’s need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, The City of Gold Hill will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

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

Protection Against Retaliation

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

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the supervisor or member of management. Any employee who is found

to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

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

Other Employee Rights

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

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

D. No-Bullying Policy

The City of Gold Hill strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City of Gold Hill, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing, or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and

websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

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

E. Disability Accommodation Policy

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

Accommodations

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

Requesting an Accommodation

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

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made to the supervisor and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his/her need for a reasonable accommodation. Both The City of Gold Hill and employee must monitor the employee's accommodation situation and make adjustments as needed.

F. Pregnancy Accommodation Policy

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

Although this policy refers to “employees,” The City of Gold Hill will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

Requesting a Pregnancy-Related Accommodation

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

No Discrimination, No Retaliation

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

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

Leave of Absence Options for Pregnant Employees

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

G. Reporting Improper or Unlawful Conduct — No Retaliation

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

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

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

Employee Reporting Options

In addition to The City of Gold Hill's Open-Door Policy employees who wish to report improper or unlawful conduct should first talk to his/her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with the supervisor. Supervisors and managers are required to inform the City Manager about reports of improper or unlawful conduct they receive from employees.

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

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

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of The City of Gold Hill's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of his/her coworker or supervisor acting within the course and scope of his/her employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with The City of Gold Hill; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

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

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

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

II. Classification and Compensation

A. Introductory Period of Employment

All new employees, including current employees who are promoted or transferred within the City of Gold Hill, are hired into an introductory training period that generally lasts no less than 6 months. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your manager. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if The City of Gold Hill meets your expectations of an employer.

At or before the end of the introductory period, a decision about your employment status will be made. The City of Gold Hill will decide whether to: (1) Extend your introductory period; (2) Move you to regular, full-time or regular, part-time status; or (3) Terminate your employment. If moved to regular full-time employees will receive an increase to their PTO accrual.

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

B. Employee Classification

The City of Gold Hill classifies employees as follows:

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

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

C. The Workweek

The City of Gold Hill has established regular working hours to promote a productive work environment that will serve our citizens. The general office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. This may differ from the hours a particular public building is open to the public as that may change over time at the discretion of the City Manager, in coordination with the Council. Employees working primarily in the field may also have regular work schedule assignments that differ from these standard office hours schedules.

The normal workday is eight (8) hours and the normal work week is 40 hours. If you are a non-exempt employee, you should not begin work before your normal starting time nor continue to work beyond the normal quitting time without advance approval from your direct supervisor.

The direct supervisor scheduled specific work hours for individual employees. Changes to work schedules may be made on an individual basis based on business necessity, at the discretion of the direct supervisor with approval from the City Manager. Management reserves the right to modify schedules consistent with the needs of the City.

D. Meal Periods and Rest Breaks

Non-exempt employees are required to take a paid, uninterrupted 10-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

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

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

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact their supervisor.

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

E. Rest Breaks for Expression of Breast Milk

The City of Gold Hill will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, or if the employee is exempt from overtime laws, the employee is entitled to take a reasonable period each time the employee has a need to express milk.

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

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

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

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

Notice

An employee who intends to express milk during work hours must give their supervisor reasonable oral or written notice of her intention to do so in order to allow The City of Gold Hill time to make any preparations necessary for compliance with this rule.

Storage

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

F. Overtime

Time-and-a-Half

The City of Gold Hill pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. See "Employee Classification," above.

Limitation on Overtime Pay

Paid hours not actually worked (for example, sick, vacation, holidays, and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay.

Assignment of Overtime Work

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

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

Supervisor Authorization

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

G. Timekeeping Requirements

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

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

H. Employee-Incurred Expenses and Reimbursements

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

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

Some examples of actual and reasonable business-related expenses that The City of Gold Hill will reimburse/pay for are:

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

I. Payroll Policies

You will be paid every two weeks on the Wednesday of the pay week.

Net pay will be directly deposited into the employee's bank account, unless an employee requests otherwise. If an employee requests to pick up his/her paycheck from The City of Gold Hill, only the employee named on the paycheck will be allowed to do so unless the employee provides written permission to The City of Gold Hill for someone else to receive the check.

J. Statement Regarding Pay Practices

The City of Gold Hill makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that The City of Gold Hill has made any improper deductions, has failed to pay you for all hours worked or for overtime, has failed to pay you in accordance with the law, or has failed to properly calculate your wages in any way, you must immediately report the error to your supervisor. The City of Gold Hill will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint regarding The City of Gold Hill's pay practices.

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

K. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current with regard to pay, deductions, benefits and other matters is important. If you have changes in any of the following items, please notify our supervisor to ensure that the proper updates are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from The City of Gold Hill about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, The City of Gold Hill may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

L. Performance Reviews

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

The City of Gold Hill's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. After the initial evaluation, The City of Gold Hill will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

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

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

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

III. Time Off and Leaves of Absence

A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work their entire work schedule, except for unpaid break periods or when required to leave on authorized The City of Gold Hill business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via text or phone no later than 30 minutes before the start of the employee's shift/work day. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

B. Paid Time Off

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

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
1 st through 5 th year	15.00 hours	180 hours
6 th through 10 th year	18.00 hours	216 hours
11 th + year and after	20.00 hours	240 hours

Regular, part-time employees earn vacation on their employment anniversary date in the proportion that their normally scheduled number of hours based on 40 per week. For example, a regular, part-time employee who usually works 20 hours per week would earn 90 hours of paid time off upon completing their first year of service.

Paid time off shall be scheduled with one's supervisor in advance of the date(s) the employee wishes to take off unless unforeseen circumstances prevent advance notice.

Paid Time Off Maximum Accumulation

Full-time regular employees may accrue paid time off to a maximum of 240. Part-time regular benefits eligible employees may accrue paid time off to a maximum of 180. If the maximum accrual is reached, additional paid time off will not accrue until the leave balance has been brought down below the maximum hours allowed.

Paid Time Off Pay upon Termination

Upon separation of employment, employees will be paid for unused paid time off that has been earned through the last day of work.

C. Sick Leave

The City of Gold Hill provides eligible employees with unpaid sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the supervisor. Please also refer to the Oregon Sick Leave Law poster that is posted in the Common Area and is incorporated here by reference.

Eligibility Sick Leave

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

Use of Sick Leave

Up to 40 hours of unpaid sick leave may be used each calendar year for any of the following reasons:

1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.
 - a. "Family member" means the eligible employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner's parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
3. In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify the supervisor as soon as practicable before the leave begins. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of The City of Gold Hill. Employees must notify the supervisor of any change in the expected duration of sick leave as soon as is practicable.

Unforeseeable Sick Leave: If the need for sick leave is unforeseeable, the employee must notify the supervisor as soon as practicable and comply generally with The City of Gold Hill's call-in procedures.

An employee must contact the supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to The City of Gold Hill and our operations, The City of Gold Hill may deny the use and legal protections of sick leave.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, The City of Gold Hill may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

Sick Leave Abuse

If The City of Gold Hill suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, The City of Gold Hill may require documentation from a healthcare provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

D. Holidays and Floating Holidays

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

The holidays celebrated are:

- | | | |
|----|------------------------|---------------------------|
| 1. | New Year's Day | January 1st |
| 2. | Martin Luther King Day | 3rd Monday in January |
| 3. | Presidents' Day | 3rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Juneteenth | June 19 th |
| 5. | Independence Day | July 4th |
| 6. | Labor Day | First Monday in September |
| 7. | Veteran's Day | November 11th |

8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Friday after Thanksgiving
10.	Christmas Day	December 25th

A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom or as determined by City Council.

To be eligible for holiday pay, an employee must have worked his/her regularly scheduled hours the workday before and the workday after the holiday or have been on an approved vacation day or any other excused absence under The City of Gold Hill policy. If an employee is on vacation when a holiday is observed, the employee will be paid for the holiday and will be granted an alternate day of vacation at a later date.

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

E. Family Medical Leave

Statement of No FMLA/OFLA Coverage

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

One exception is that The City of Gold Hill will honor requests from eligible employees to take a leave of absence under the Oregon Military Family Leave Act. Thus, during a period of military conflict, as defined by law, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces ("Military Spouse"), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. To be an eligible employee and entitled to this leave, the employee must have worked an average of 20 hours per week prior to beginning the requested leave.

F. Bereavement Leave

Up to 3 days of paid bereavement leave will be-granted to employees. This leave is provided to employees who have experienced the death of a family member. "Family Member" is defined to include the employee's spouse, same-sex domestic partner, child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner or spouse. Requests for bereavement leave must be made to the employee's immediate supervisor before the leave is to begin. This leave will be administered in accordance with Oregon's sick leave law. Please see the supervisor for more information.

G. Jury and Witness Duty

Jury Duty

The City of Gold Hill will grant employees paid time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's manager to verify the need for such leave. The City of Gold Hill reserves the right to request that the employee be excused from jury duty.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his/her supervisor or manager informed about the amount of time required for jury duty.

Witness Duty

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to the supervisor upon receipt.

Except for employee absences covered under The City of Gold Hill's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

H. Religious Observances Leave and Accommodation Policy

The City of Gold Hill respects the sincerely held religious beliefs and observances of all employees. The City of Gold Hill will make, upon request, an accommodation for such beliefs and observances when a reasonable accommodation is available that does not create an undue hardship on The City of Gold Hill's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with your supervisor, and may require the requesting employee to provide proof of the "sincerely held" religious belief

I. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological, or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to the supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, The City of Gold Hill may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

J. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to

recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City of Gold Hill will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give The City of Gold Hill notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on The City of Gold Hill. Please contact the supervisor immediately with requests for reasonable safety accommodations.

K. Military Leave

Employees who wish to serve in the military and take military leave should contact their supervisor for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

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

IV. Employee Benefits

A. Healthcare Benefits

Employees who meet the definition of "benefit eligible" under both The City of Gold Hill policy and that of its health insurance provider are entitled to the benefit options offered by The City of Gold Hill. Generally speaking, that means The City of Gold Hill offers medical insurance for all of its regular, full-time employees unless otherwise established by law. The City of Gold Hill pays the cost of individual, two party or full-family coverage for its regular, full-time employees. Part-time employees are not eligible for health-insurance coverage.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by the City of Gold Hill. These

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

Steps to Take if You are Injured on the Job

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

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

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

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

Return to Work

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

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City of Gold Hill does not discriminate against employees who suffer a workplace injury or illness.

I. PERS (Public Employees' Retirement System) Benefits

The City of Gold Hill participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. Both the employer and employee share of PERS contributions are paid by the City of Gold Hill.

The City of Gold Hill will consider allowing PERS-eligible employees to retire from employment with The City of Gold Hill and then rehiring them, consistent with Oregon law. The City of Gold Hill will consider, among other factors, the uniqueness of the employee's skills or experience, the needs of The City of Gold Hill, and the ability of existing employees to perform the work of the retiring employee. Please see contact the supervisor for more information

V. Miscellaneous Policies

A. Alcohol/Drug Use, Abuse and Testing

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

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

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

Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on The City of Gold Hill property, on the City of Gold Hill time, while driving The City of Gold Hill vehicles (or personal vehicles while on The City of Gold Hill business), or in other circumstances which adversely affect The City of Gold Hill's operations or safety of The City of Gold Hill employees or others.
 - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on The City of Gold Hill property, on the City of Gold Hill time, while driving The City of Gold Hill vehicles (or personal vehicles while on The City of Gold Hill business), or in other circumstances which adversely affects The City of Gold Hill operations or safety of The City of Gold Hill employees.
 - The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree (see definition of "reasonable cause testing" below), and if the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
 - As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing The City of Gold Hill property, or possessing, items or objects on The City of Gold Hill property that contain any "controlled substance," including, for example, "pot

brownies”, “edibles” and candy containing marijuana. No employee, regardless of position held, may knowingly serve items containing marijuana or any other “controlled substance” to co-workers, members of the public, or elected officials while on work time or on/in The City of Gold Hill property.

- Bringing equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana or controlled substances, such as pipes, bongs, “vape” pens, smoking masks, roach clips, and/or other drug paraphernalia.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to The City of Gold Hill property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

Prescription Drugs and Medical Marijuana

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

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

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as The City of Gold Hill will not agree to allow an employee to use medical marijuana as an accommodation.

Testing

The City of Gold Hill reserves the right to:

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

Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours or has used drugs or alcohol in violation of this policy,

The City of Gold Hill may require the employee to undergo testing for controlled substances or alcohol.

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

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the supervisor.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
 - a pattern of abnormal or erratic behavior;
 - information provided by a reliable and credible source;
 - direct observation of drug or alcohol use;
 - presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
 - unexplained significant deterioration in individual job performance;
 - unexplained or suspicious absenteeism or tardiness;
 - employee admissions regarding drug or alcohol use; and
 - unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the supervisor. Whenever possible, supervisors should locate a second employee or witness to corroborate their "reasonable cause" findings.

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

Search of Property

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

Employee Refusal to Test/Search

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

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

Crimes Involving Drugs and/or Alcohol

Employees shall report:

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

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

Drug and Alcohol Treatment

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

An employee who believes that he/she has a problem involving the use of alcohol or drugs should ask a supervisor for assistance.

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

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

Discipline and Consequences of Prohibited Conduct

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

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

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other

person, agency, or The City of Gold Hill is prohibited unless written authorization is obtained from the employee.

B. Mobile Devices Policy

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

Cell Phones and Mobile Devices in General

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

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

Nonexempt employees may not use their personal or The City of Gold Hill-provided mobile device for work purposes outside of their normal work schedule without written authorization in advance from the supervisor. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination. Nothing in this policy removes a nonexempt employee’s obligation from recording time for all hours worked.

Employee Use of Provided or Paid For Mobile Devices

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

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

Family and friends may not use an employee’s the City of Gold Hill-provided mobile device.

Mobile Devices and Public Records

The City of Gold Hill-related business conducted on The City of Gold Hill-provided or personal cell phones/cellular devices may be subject to disclosure and production under Oregon’s Public

Records laws or in connection with litigation filed against The City of Gold Hill or individual employees.

Employee Use of Mobile Devices with Cameras

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

Mobile Device Use While Driving

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

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

C. Use of Email and Electronic Equipment and Services

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

Ownership

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

Use

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

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

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

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

Inspection and Monitoring – No Right to Privacy

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

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

Personal Hardware and Software

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

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by The City of Gold Hill management. No employee can examine, change or use another person's files, output, username or password unless he/she has explicit authorization from the supervisor to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception. These methods of communicating should not

be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

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

D. Social Media

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

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

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any The City of Gold Hill policies, including The City of Gold Hill's no-harassment and no-discrimination and workplace violence policies. Similarly, postings that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

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

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

Encouraged Conduct

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

Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, or by utilizing our Open-Door Policy, than by posting complaints to a social media outlet. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, The City of Gold Hill employees or elected officials, that might constitute harassment or bullying, and/or that violate The City of Gold Hill policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could

contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or The City of Gold Hill policy.

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

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

Request for Employee Social Media Passwords

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

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

E. Confidential Information

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

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

F. Ethics

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

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

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

G. Open-Door Policy

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

H. Outside Employment

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

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

Employees may not accept outside employment that involves:

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

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

I. Criminal Arrests and Convictions

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

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

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

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

J. Political Activity

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

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

K. Bad Weather/Emergency Closing

Except for regularly scheduled holidays identified by The City of Gold Hill (see “Holidays” section, above), The City of Gold Hill is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office locations inaccessible for all or part of a regularly scheduled workday, the City manager will decide whether to and to what extent The City of Gold Hill will close.

In the event of extreme bad weather, we recognize that each employee’s ability to safely reach work may be different. If you cannot safely report to work in such circumstances, you should contact the supervisor. If staff cannot reach the office and are able to serve The City of Gold Hill from home, you should do so subject to approval by the supervisor. Safety and a trustworthy approach are your guides.

L. Driving While on Business

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

The City of Gold Hill may verify the validity of your driver’s license and/or your driving record at the time of hire and at any point during your employment. Once you are employed with The City of Gold Hill, we will receive a report from the Department of Motor Vehicles (DMV). The report

notifies The City of Gold Hill of previous transactions on your driving record such as speeding tickets and citations.

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

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

M. Workplace Violence

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

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City of Gold Hill, or that threaten the safety, security or financial interests of The City of Gold Hill. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or elected official. Employees should make such reports directly to the supervisor.

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

N. Workplace Inspections — No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by The City of Gold Hill pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by The City of Gold Hill; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

O. Smoke-Free Workplace

The City of Gold Hill provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. Marijuana is also prohibited under this policy. This policy applies

to employees, volunteers, and any visitors to The City of Gold Hill property, vehicles or facilities/buildings.

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

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

P. Hiring of Family Members

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

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

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

VI. Termination of Employment

A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and The City of Gold Hill's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other business records.
- Recording of work time of another employee or allowing any other employee to record your work time or allowing falsification of any time sheets (your own or another employee's).

- Theft or the deliberate or careless damage or destruction of any The City of Gold Hill's property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of The City of Gold Hill's equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on business property.
- Carrying firearms or any other dangerous weapon on The City of Gold Hill's premises at any time.
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on business property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another [City of Gold Hill] employee, customer or vender.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.
- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the [City of Gold Hill].
- Misrepresentation of The City of Gold Hill's policies, practices, procedures, or your status or authority to enter into agreements on behalf of The City of Gold Hill. Employees may not use The City of Gold Hill's name, logo, likeness, facilities, assets or other resources of The City of Gold Hill for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or The City of Gold Hill's policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by The City of Gold Hill or outside regulatory or legislative bodies.
- Failing to timely pay water/sewer/tax accounts with The City of Gold Hill on time, and/or provided services are disconnected. This includes, without limitation, situations where the employee writes a check to The City of Gold Hill that is refused for payment due to non-sufficient funds.
- Harassment or discrimination that violates The City of Gold Hill policy.

This statement of prohibited conduct does not alter The City of Gold Hill's policy of at-will employment. The City of Gold Hill remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Corrective Action/Discipline Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet The City of Gold Hill standards, The City of Gold Hill will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those

that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating the employment of an employee for serious violations of The City of Gold Hill policies, procedures and rules and for other inappropriate behavior or conduct, The City of Gold Hill may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City of Gold Hill may also choose to send the employee to a training or an education opportunity.

In all cases, The City of Gold Hill will determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. The City of Gold Hill may proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when The City of Gold Hill deems such action appropriate. The City of Gold Hill retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

B. Retirement or Resignation from Employment

If you choose to resign or retire, it is anticipated that you will give The City of Gold Hill as much notice as possible — preferably a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two-weeks' notice of your intent to leave, you will not be eligible for re-employment at a later date.

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

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

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

C. References

All requests for references or recommendations must be directed to the supervisor. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, The City of Gold Hill discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

Employee Acknowledgement

Employee Handbook for The City of Gold Hill

I acknowledge that I have received and will read a copy of The City of Gold Hill's 2023 Employee Handbook. I also understand that a copy of the Employee Handbook is available to me at any time to review.

I understand that The City of Gold Hill has adopted the Employee Handbook only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in The City of Gold Hill's sole discretion. I also understand that the Employee Handbook over any other contradictory statements. I acknowledge that the Employee Handbook are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either The City of Gold Hill or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without notice. I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review The City of Gold Hill's policies regarding equal employment opportunity and that The City of Gold Hill aims to provide a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to Human Resources, or any trusted manager or supervisor.

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

I have read this acknowledgement carefully before signing.

Employee Signature

Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

A RESOLUTION ADOPTING A REVISED POLICIES AND PROCEDURES GUIDE FOR
CURRENT AND FUTURE EMPLOYEES OF THE CITY OF GOLD HILL

- A. The existing Employee Policies and Procedures document adopted in 2007 no longer meet the legal and operational requirements of the City
- B. The revised Employee Policies and Procedures Guide, titled “City of Gold Hill Employee Handbook” has been updated to reflect current legal and operational requirements relating to employee responsibilities, benefits and employment rights and expectations.
- C. Responsibility for administration of the Employee Handbook resides with the City Manager.
- D. Responsibility and authority for modifications to the Employee Handbook reside with Council via resolution.

SECTION 1. That the City of Gold Hill Employee Handbook, attached as Exhibit A, is the City's official Policy and Procedures Manual for all current and future employees of the City of Gold Hill.

ADOPTED by the City Council this _____ day of June, 2023.

Darlene (Dee) Giana-Larez, City Recorder

Ronald Palmer, Mayor

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Recitals:

- NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLD HILL,
OREGON, RESOLVES AS FOLLOWS:**

SECTION 7. That the contributions designated as employee contributions made by City to OPERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the OPERS

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ADOPTED by the City Council this _____ day of June, 2023.

ATTEST:

Darlene (Dee) Giana-Larez, City Recorder

SIGNED and APPROVED this _____ day of June, 2023.

Ronald Palmer, Mayor



Council Communication

Agenda Item	Avista Utilities – Natural Gas Franchise Agreement Extension Resolution		
From	Adam Hanks	Interim City Manager	
Contact	Adam.hanks@cityofgoldhill.com	Date	June 6, 2023

SUMMARY

Consistent with the terms of the existing franchise agreement, Avista Utilities is requesting a ten year extension of the agreement with no proposed changes. Section 2.3 – Term outlines the extension process and requires that both parties agree to the extension. While not specifically described, staff has developed a resolution to formalize the decision of Council should it be agreeable to the extension request.

PREVIOUS COUNCIL ACTION

Council approved the existing franchise agreement on December 2, 2013.

BACKGROUND AND ADDITIONAL INFORMATION

Avista Utilities provides natural gas service under a franchise agreement that expires in December of 2023. Avista Utilities provides annual updates to City staff on their operations, initiatives, upcoming projects, etc and has continued to provide all necessary permit documentation for the work they perform within the City's rights of way.

FISCAL IMPACTS

The Avista Utilities Natural Gas franchise agreement contains a 6% franchise fee on gross receipts within the City limits of Gold Hill, which produces revenue to the City's general fund of approximately \$22,000 annually. Permit revenue is much smaller (+/- \$500/yr) and is dependent on infrastructure project work from year to year

STAFF RECOMMENDATION

Staff recommends Council approval of the extension of the existing franchise ordinance 13-01

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move to approve Resolution 23-R-8 extending the natural gas franchise agreement with Avista Utilities for a period of ten years commencing on December 1, 2023.

REFERENCES & ATTACHMENTS

1. Gold Hill/Avista Franchise Agreement Ordinance 13-01
2. Resolution 23-R-8

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Recitals:

- NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLD HILL,
OREGON, RESOLVES AS FOLLOWS:**

SECTION 2. That the extension becomes effective December 1, 2023 seamlessly extending the agreement for a second ten year term expiring December 1, 2033.

ADOPTED by the City Council this _____ day of June, 2023.

Darlene (Dee) Giana-Larez, City Recorder

SIGNED and APPROVED this _____ day of June, 2023.

Ronald Palmer, Mayor



580 Business Park Drive
Medford, OR 97501

May 3, 2023

Adam Hanks
City of Gold Hill
420 Sixth Avenue
Gold Hill, Oregon 975235

RE: Gold Hill/Avista Utilities Franchise Agreement

Adam,

The Avista Utilities Franchise Agreement adopted by the Gold Hill City Council as Ordinance No. 13-01 for a ten-year term was approved and passed on December 2, 2013.

Section 2.1 allows the franchise agreement to automatically extend for an additional ten-year term. While the second paragraph written by me literally rolls the agreement for another ten years unless the current agreement is terminated, in the spirit of cooperation, I don't believe this is fair to the City of Gold Hill and I do think the City should have the opportunity to draft a new franchise agreement if necessary.

Term

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 10-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, and shall automatically renew for an additional 10 years unless terminated by either Party with not less than 180 days prior written notice to the other Party.

The terms and conditions of the 2013 franchise are martially the same as agreements adopted today, therefore, there are no changes Avista Utilities needs to propose.

I'm available to meet with you, Mayor Palmer and any of your council members to discuss this further and am willing to attend an upcoming council meeting as well.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Vincent". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Vincent
Oregon Regional Business Manager

CITY OF GOLD HILL, OREGON
ORDINANCE NO. 13-01

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Oregon has filed with the City of Gold Hill, State of Oregon (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF GOLD HILL DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Gold Hill, a municipal corporation of the State of Oregon, and its respective successors and assigns.

Commission: means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not li-

mitted to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, regulators, valves, meters, meter-reading devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all rights-of-way for: public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways of the City, as laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

State: means the State of Oregon.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service to customers within the Franchise Area.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 10-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

Both parties may agree to the option of one successive 10 year renewal of this Franchise. No fewer than 30 days prior to expiration of this Franchise, either Party shall notify the other Party in writing a request to continue to operate under this existing Franchise. If both Parties are in agreement, the renewal date shall commence the day immediately following the expiration date of the current term, and all terms and conditions of the Franchise shall remain the same.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have

the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Payment of Franchise Fees

2.7.1 In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City six percent (6%) of Avista's gross revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, or sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer.

2.7.2 Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise.

2.7.3 Inspection of Books and Records.

On ten (10) days' advance written notice to Avista, City may review such Avista books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Avista will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

2.7.4 Equality of Franchise Fees and Costs.

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisee(s) doing the same business as or competing with Avista are charged the same.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit the growth of vegetation which encroaches upon its Gas transmission and distribution corridors within the Franchise Area. If Avista uses heavy equipment for vegetation removal or uses traffic control during

vegetation removal, the City shall be given not less than ten (10) business days' notice of said work.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Avista shall give not less than ten (10) days written notice to the City for non-emergency excavation or maintenance. Avista shall give not less than three (3) days written notice to the City for non-emergency work in the Right-of-way or on private property for the purpose of replacing an existing service or installing a new service to a single residential, commercial or industrial customer. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications. In case any obstruction caused by Avista shall remain longer than seven (7) Days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than ten (10) business days' notice of said work, and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of operating and maintaining Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated by the City for such purpose. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than 120 calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. The relocation of Avista's facilities shall be as the sole expense of Avista unless the improvement was for the primary benefit of a third party in accordance with Section 5.2 below.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall make a reasonable effort to accommodate said relocation on alternative Right(s) of Way. If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a

reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of

God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. In the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.

Avista shall, within 30 days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Franchise Effective Date

The Effective Date of this Franchise shall be January 1, 2014, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

City's Language Attesting to Approval and Passage of the Ordinance

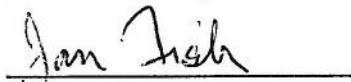
PASSED by the City Council on December 2, 2013

ATTEST:



City Clerk, City of Gold Hill

APPROVED by me on December 2, 2013



Mayor, City of Gold Hill

Date of Publication: August 14, 2013

Letter of Acceptance by Avista

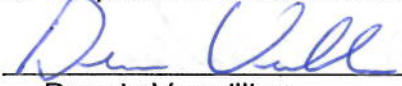
HONORABLE MAYOR AND CITY COUNCIL
CITY OF GOLD HILL, COUNTY OF JACKSON COUNTY, OREGON

IN RE: City of Gold Hill Ordinance No. 13-01

"Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Natural Gas Facilities Within the City."

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Gold Hill. This acceptance is executed on DECEMBER 23, 2013.

Avista Corporation dba Avista Utilities

By: 
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Gold Hill

On: _____

By: _____

City Representative - Name

GAS FRANCHISE ORDINANCE SUMMARY FOR PUBLICATION

NOTICE: CITY OF GOLD HILL _____ PROPOSED FRANCHISE ORDINANCE NO. _____ SUMMARY

Ordinance No. _____ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, re-construct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of natural gas within the City for a term of 25 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may remedy encroachment of vegetation in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the _____ City Council on _____, 201____ at _____ [am / pm] in the City Council Chambers).



City of

GOLD HILL

P.O. Box 308 • Gold Hill, OR 97525
(541) 855-1525 Fax (541) 855-4501

RESOLUTION NO. 13-R-23

**A RESOLUTION AMENDING ORDINANCE 13-01 BY CLARIFICATION AND DEFINING
ADJUSTING FRANCHISEE RATE FROM 5% TO 6% FOR RECENTLY ADOPTED AVISTA
FRANCHISE AGREEMENT.**

WHEREAS, The Common Council for the City of Gold Hill did adopt Ordinance 13-01, An Ordinance granting Avista Corporation the nonexclusive right to operate and maintain facilities for the purposes of transmission, distribution and Sale of Gas; and

WHEREAS, this right was granted at a fee determined to be 5% of revenue for the next ten years; and,

WHEREAS, immediately following the adoption of said ordinance, Avista Corporation notified the City that the total amount of agreed upon revenue would decrease by approximately \$6,000 annually due to corrections within their firm relating to the revenue from existing customers and suggested that the City may want to increase the agreed percentage to 6% to maintain the agreed upon revenue and maintain the standard fee being set by other communities in the area; and

WHEREAS, the Avista Corporation has not signed the adopted Ordinance 13-01 to allow the City to reconsider and define the amount of revenue expected from the franchisee agreement; and

WHEREAS, the Common Council for the City of Gold Hill desires to maintain and increase the current level of publicly owned facilities and parks for which this franchise fee funds; and

WHEREAS, the Common Council for the City of Gold Hill did vote to increase the rate from 5% to 6% and was advised by legal counsel to approve a resolution to clarify, define and adjust the interpretation and verbiage of the franchisee percentage;

NOW THEREFORE, be it resolved by the Common Council of the City of Gold Hill to adopt a resolution with the determination that a modification of the ordinance in interpretation and setting of franchisee fee rate is a minor adjustment, clarify, and define that the determined rate for the Avista Franchisee for the ten-year agreement will be 6%.

This Resolution is effective December 2, 2013.

PASSED AND ADOPTED this 2nd day of December, 2013, by the following Council vote.

Approved:



Jan Fish
Mayor

Attest:



Rick Hohnbaum
City Recorder

Council Vote:

Councilor Parks	-Y
Councilor Dials	-Y
Councilor Silva	-N
Councilor Wolf	-Y
Councilor Reischman	-Y
Council Stanley	- Absent