



AGENDA STAYTON CITY COUNCIL MEETING

Monday, June 17, 2013

Stayton Community Center
400 W. Virginia Street
Stayton, Oregon 97383

CALL TO ORDER

7:00 PM

Mayor Vigil

FLAG SALUTE

ROLL CALL/STAFF INTRODUCTIONS

PRESENTATIONS/COMMENTS FROM THE PUBLIC

- a. Proclamation for “Summer of Reading” by Mayor Scott Vigil
- b. Introduction of New K9 Officer Brodie by Officer Paul Eves

Request for Recognition: If you wish to address the Council, please fill out a green “Request for Recognition” form. Forms are on the table at the back of the room.

Recommended time for presentation is 10 minutes.

Recommended time for comments from the public is 3 minutes.

ANNOUNCEMENTS – PLEASE READ CAREFULLY

Items not on the agenda but relevant to City business may be discussed at this meeting. Citizens are encouraged to attend all meetings of the City Council to insure that they stay informed. Agenda items may be moved forward if a Public Hearing is scheduled.

- a. Additions to the agenda
- b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.

CONSENT AGENDA

- a. June 3, 2013 City Council Meeting Minutes
- b. Chemeketa Cooperative Regional Library Service Contract Renewal

Purpose of the Consent Agenda:

In order to make more efficient use of meeting time, resolutions, minutes, bills, and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The Recorder to the Council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the consent Agenda is then voted on individually by roll call vote. Copies of the Council packets include more detailed staff reports, letters, resolutions, and other supporting materials. A citizen wishing to review these materials may do so at Stayton City Hall, 362 N. Third Avenue, Stayton, or the Stayton Public Library, 515 N. First Avenue, Stayton.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. If you require special accommodations, please contact Alissa Angelo, Deputy City Recorder at (503) 769-3425.

PUBLIC HEARING – None

UNFINISHED BUSINESS – None

NEW BUSINESS

Ordinance No. 955, SMC Chapters 13.16 and 13.20 **Action**

- a. Staff Report – David Kinney
- b. Council Deliberation
- c. Council Decision

Sewer Cleaner Truck Purchase Recommendation **Action**

- a. Staff Report – David Kinney
- b. Council Deliberation
- c. Council Decision

Resolution No. 900, Authorizing Changes to the 2012—2013 Budget **Action**

- a. Staff Report – Christine Shaffer
- b. Council Deliberation
- c. Council Decision

STAFF/COMMISSION REPORTS

Finance Director’s Report – Christine Shaffer **Informational**

- a. May 2013 Monthly Finance Department Report

Police Chief’s Report – Rich Sebens **Informational**

- a. May 2013 Statistical Report
- b. Prescription Drug Turn-In Drop-Off Box

Public Works Director’s Report – Dave Kinney **Informational**

- a. May 2013 Operating Report

Pool Report **Informational**

- a. May 2013 Monthly Operating Report

Library Director’s Report – Louise Meyers **Informational**

- a. May 2013 Activities/Statistics

PRESENTATIONS/COMMENTS FROM THE PUBLIC

Recommended time for presentations is 10 minutes.

Recommended time for comments from the public is 3 minutes.

BUSINESS FROM THE CITY ADMINISTRATOR

- a. City Council Action Minutes (Informational)

BUSINESS FROM THE MAYOR

- a. Appointment of Interim City Administrator

BUSINESS FROM THE COUNCIL

FUTURE AGENDA ITEMS

- a. Storm System Development Charge Resolution

ADJOURN

CALENDAR OF EVENTS

JUNE 2013

Monday	June 17	City Council	7:00 p.m.	Community Center (north end)
Wednesday	June 19	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	June 24	Planning Commission	7:00 p.m.	Community Center (north end)

JULY 2013

Monday	July 1	City Council	7:00 p.m.	Community Center (north end)
Tuesday	July 2	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Thursday	July 4	CITY OFFICES CLOSED IN OBSERVANCE OF INDEPENDENCE DAY		
Tuesday	July 9	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	July 12	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Monday	July 15	City Council	7:00 p.m.	Community Center (north end)
Wednesday	July 17	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	July 29	Planning Commission	7:00 p.m.	Community Center (north end)

AUGUST 2013

Monday	August 5	City Council	7:00 p.m.	Community Center (north end)
Tuesday	August 6	National Night Out	6:00 p.m.	Various City Parks
Wednesday	August 7	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Friday	August 9	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Tuesday	August 13	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	August 19	City Council	7:00 p.m.	Community Center (north end)
Wednesday	August 21	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	August 26	Planning Commission	7:00 p.m.	Community Center (north end)

**STAYTON CITY COUNCIL
MEETING MINUTES
June 3, 2013**

CALL TO ORDER

7:00 p.m.

Councilor Porter

FLAG SALUTE

ROLL CALL

Mayor Scott Vigil, excused
Councilor Henry Porter
Councilor Brian Quigley

Councilor Jennifer Niegel
Councilor Catherine Hemshorn
Councilor Emily Gooch

STAFF

Don Eubank, City Administrator
Christine Shaffer, Finance Director
Rich Sebens, Police Chief, excused
Dan Fleishman, Director of Planning and Development
Louise Meyers, Library Director, excused
David Kinney, Public Works Director
David A. Rhoten, City Attorney
Alissa Angelo, Deputy City Recorder

PRESENTATIONS/COMMENTS FROM THE PUBLIC

- a. **Alan Kirby, 420 Hobson Street:** Mr. Kirby expressed concern about the recent fruit stand put in at the corner of Third Avenue and Whitney Street. It does not meet design standards or approved plans. He is also concerned about traffic patterns at the intersection of Whitney Street, Third Avenue, and Grier Street. The driveway exiting the property onto Third Avenue has limited visibility and the fence and cold storage building make it difficult to see oncoming traffic from the west at the stop sign on Third Avenue.

Mr. Fleishman addressed the concerns expressed by Mr. Kirby. The fence and cold storage building were not approved as part of the Site Plan Approval. He has emailed the applicant and as of this evening, hadn't received a response. He spoke about the approved plans when the property was originally subdivided and the driveway exiting onto Third Avenue is included in the approved plans.

Councilor Hemshorn asked why stop signs can't be installed at the intersection. There was discussion of adding stop signs at the intersection, but this may cause Whitney Street to back up during peak traffic times. Councilor Quigley stated the intersection is dangerous and needs to be addressed.

ANNOUNCEMENTS

- a. **Additions to the Agenda:** None.
b. **Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.:** None.

CONSENT AGENDA

- a. **May 6, 2013 City Council Meeting Minutes**
- b. **Senior Services Meal Site Agreement Renewal**

MOTION: From Councilor Niegel, seconded by Councilor Gooch, to adopt the Consent Agenda. **Motion passed 5:0.**

PUBLIC HEARING

City of Stayton Revenue Sharing

- a. Commencement of Public Hearing at 7:13 p.m. by Councilor Henry Porter
- b. Staff Report: Ms. Shaffer briefly reviewed her staff report included in the Council packet.
- c. Questions from Council – None
- d. Proponents' Testimony – None
- e. Opponents' Testimony – None
- f. General Testimony – None
- g. Questions from Public – None
- h. Questions from Council – None
- i. Staff Summary – None
- j. Close of Hearing at 7:21 p.m.

City of Stayton 2013—2014 Fiscal Year Budget

- a. Commencement of Public Hearing at 7:21 p.m. by Councilor Henry Porter
- b. Staff Report: Ms. Shaffer briefly reviewed her staff report included in the Council packet.
- c. Questions from Council – None
- d. Proponents' Testimony – None
- e. Opponents' Testimony – None
- f. General Testimony – None
- g. Questions from Public – None
- h. Questions from Council – None
- i. Staff Summary – Ms. Shaffer thanked the Council and citizen members of the Budget Committee for the time they devoted to this year's budget process.
- j. Close of Hearing at 7:26 p.m.

UNFINISHED BUSINESS – None

NEW BUSINESS

Resolution No. 897 and Resolution No. 898, Certifying Eligibility and Electing to Receive State Revenue Sharing Funds

- a. **Staff Report:** Ms. Shaffer reviewed the staff report included in the Council packet.
- b. **Council Deliberation:** Councilor Gooch asked why State Revenue Sharing Funds aren't divided up among the City departments that create the eligibility. Ms. Shaffer explained since she has been with the City, these funds have always been allocated to the general fund. However, it is an option to divide the funds among each of the departments.

c. **Council Decision:**

MOTION: From Councilor Niegel, seconded by Councilor Hemshorn, to approve Resolution No. 897, Certifying the City of Stayton's Eligibility to Receive State-Shared Revenues by Providing the Necessary Municipal Services and Resolution No. 898, Declaring the City's Election to Receive State Revenues. **Motion passed 5:0.**

Resolution No. 899, Adopting the FY 2013-2014 City Budget, Making Appropriations and Levying Property Taxes for the Fiscal Year

a. **Staff Report:** Ms. Shaffer briefly reviewed her staff report included in the Council packet.

b. **Council Deliberation:** Councilor Quigley asked when the Community Grant funds would be available. Ms. Shaffer stated July 1.

Councilor Niegel thanked Ms. Shaffer for going over the details of the budget very thoroughly with the Budget Committee.

c. **Council Decision:**

MOTION: From Councilor Niegel, seconded by Councilor Quigley, to approve Resolution No. 899, adopting the 2013-2014 Budget, Making Appropriations for the 2013-2014 Fiscal Year and Levying Taxes for the Fiscal Year as presented. **Motion passed 5:0.**

Development Agreement – Phillips Estate Subdivision

a. **Staff Report:** Mr. Kinney reviewed the staff report included in the Council packet.

b. **Council Deliberation:** Councilor Quigley asked if the Storm SDCs will come back to the City. Mr. Kinney stated both the Storm and Sewer SDCs will, and this applies to development in the northern half of the City which connects to the Mill Creek system.

Councilor Niegel asked for clarification on the street names stated on the map included in the Council packet. Mr. Kinney briefly explained the background of why the street names had been changed since the original plan approval.

Bill Martinak of JNCW Family LLC spoke in favor of the proposed Development Agreement.

c. **Council Decision:**

MOTION: From Councilor Quigley, seconded by Councilor Gooch, to approve the Developer-City Construction Agreement with JNCW Family LLC for Phase II of the Phillips Estate Subdivision as presented. **Motion passed 5:0.**

STAFF / COMMISSION REPORTS – None

PRESENTATIONS/COMMENTS FROM THE PUBLIC – None

BUSINESS FROM THE CITY ADMINISTRATOR – None

BUSINESS FROM THE MAYOR – None

BUSINESS FROM THE COUNCIL

Councilor Quigley informed those in attendance that the Parks and Recreation Board will be holding an open house for the Pioneer Park Master Plan at the Stayton Public Library on Tuesday, June 4 at 6:30 p.m. There will also be an additional open house held in July.

Councilor Niegel requested the Council schedule a work session to discuss the Interim City Administrator position. A meeting was set for Thursday, June 13th at 6: 30 p.m. with a location to be determined by staff.

ADJOURN

There being no further business, the meeting was adjourned at 7:49 p.m.

APPROVED BY THE STAYTON CITY COUNCIL THIS 17TH DAY OF JUNE 2013, BY A
____ VOTE OF THE STAYTON CITY COUNCIL.

CITY OF STAYTON

Date: _____ By: _____
A. Scott Vigil, Mayor

Date: _____ Attest: _____
Don Eubank, City Administrator

Date: _____ Transcribed by: _____
Alissa Angelo, Deputy City Recorder



MEMORANDUM

TO: Mayor Scott Vigil and Stayton City Councilors

FROM: Louise Meyers, Library Director

DATE: June 17, 2013

SUBJECT: Chemeketa Cooperative Regional Library Service Contract

ISSUE: Contract # 10196400

Chemeketa Cooperative Regional Library Service (CCRLS) contract commencing July 1, 2013 and ending on June 30, 2018.

BACKGROUND INFORMATION:

The City has had a contractual arrangement with CCRLS for over 37 years to provide services to the City of Stayton and, in turn, to all residents of the Chemeketa Community College District. The proposed contract is a 5 year agreement.

FACTS AND FINDINGS:

The contract is renewed every 5 years, and renewals and updates to the CCRLS contract are accomplished by annual amendment, rather than by adopting a complete new contract each year. The contract and 2 attachments are included.

Attachment A: The Statement of Work/Consideration previously contained in the body of the contract is now separated as an attachment allowing for annual amendment.

Attachment A1: Reflects compensation schedules for FY 2013-2014.

Attachment B: Chemeketa Cooperative Regional Library Service 2013-2014 Council Members list.

FISCAL IMPACT:

\$78,783 in revenue to the City.

Reimbursement from CCRLS at the rate of \$1.50 for net lending to other libraries.

OPTIONS:

Approve, deny or direct modification of the proposed agreement.

MOTIONS:

N/A Included as a consent agenda item.

Chemeketa Cooperative Regional Library Service



Community. Literacy. Technology.

P.O. Box 14007, Salem, OR 97309-7070 - Phone: 503.315.4584 – FAX: 503.399.7316

Library Participation in Chemeketa Cooperative Regional Library Service (CCRLS)

Contract No: 10196400

1) **Parties to the Agreement**

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Service (CCRLS), hereafter known as College, and the City of Stayton, Oregon, an Oregon municipal corporation, by and through its Stayton Public Library, hereafter known as City.

2) **Independent Contractor**

This agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership joint venture or association.

City, its officers, employees, and/or agents are not authorized to act as an agent of College with respects to the fiscal and administrative management responsibilities of College under this agreement.

3) **Purpose of Agreement/Consideration**

The purpose of this agreement is to provide for the participation of the library of City in CCRLS, a cooperative of member libraries in the College district, under the terms and conditions set forth herein and as described in detail in Attachment A. Payments under this agreement will be made as described in Attachment A.

4) **Term and Termination**

- a) Parties agree that the term of this Agreement shall commence July 1, 2013 and shall continue through June 30, 2018 unless earlier terminated or later extended as provided herein.
- b) This agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- c) This agreement may be terminated by mutual consent of the parties at any time.
- d) College may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established by College under any of the following conditions:
 - i) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Work. This Agreement may be modified to accommodate a reduction in funds.

- ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments authorized by this Agreement.
 - iii) If any license, certificate, or insurance required by law or regulation to be held by City to provide the Work required by this Agreement is for any reason denied, revoked or not renewed.
- e) Either party may terminate this agreement upon the other's material breach of any of its terms, by giving written notice to the party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the party in breach within the 60-day period shall void the notice of termination.
 - f) This agreement may be terminated by either party without breach by the other upon giving written notice to the other party no later than May 1 of any year. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the parties recognize an obligation of good faith to create and continue a long-term relationship by virtue of this agreement.
 - g) Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 - h) In the event either party terminates this agreement, COLLEGE shall provide to CITY its current bibliographic, borrower, and circulation records and databases in machine-readable media and format.
 - i) In the event that the CCRLS activities of the COLLEGE should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

5) Subcontractors

City shall identify, and is required to receive prior written approval from College, before the Work begins, of all proposed subcontractors which will provide Work under this Agreement. Although approval shall not be unreasonably withheld, College has the right to approve or disapprove all proposed subcontractors.

6) Amendments

The terms of this Agreement shall not be waived, changed or supplemented except by written amendment signed by the parties to this Agreement.

7) Compliance with Applicable Laws

- a) The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to providing the Work including but not limited (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973, the ADA of 1990 (United States Code, Title 42, Chapter 126, Sub-Chapters I - IV and Title 47, Chapter 5, Sub-Chapters II and VI), ORS 659A.142 and ORS 659A.400 through ORS

659A.409 and maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

- b) This Agreement shall be administered and construed under the laws of the State of Oregon. The venue for any action related to this Agreement shall be in the Circuit Court for the County of Marion, Oregon.

8) Compliance with College Policies

The College retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the College reasonable suspicion to believe the worker's behavior does not comply, with pertinent Chemeketa Community College policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or College facilities.

9) Hold Harmless and Indemnification

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each party shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the other against any liability for personal injury or damage to life or property arising from its negligent activity under this Agreement provided, however, that each party shall not be required to indemnify the other for any such liability arising out of the wrongful acts, including but not limited to, to a person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10) Insurance Requirements

The parties shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

11) Access to Records

The parties, the Secretary of State's Office of the state of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

12) Ownership of Work Products

All Work Product created by College pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the CITY. The College and CITY agree that such original works of authorship are "work made for hire" of which the Collège is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," College hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the CITY's

reasonable request, College shall execute such further documents and instruments necessary to fully vest such rights in the CITY. College forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

13) Data Security and Privacy

- a) The parties agree that all circulation data, which would in any way identify a particular library user or the materials borrowed by any user, are confidential and exempt from disclosure under the Oregon Public Records Law. Each party shall refuse disclosure of any and all such data unless ordered by the by a valid subpoena or court order. The parties shall maintain the confidentiality of patron records as required by the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 through 646A.628).
- b) In order to satisfy the Communications Assistance for Law Enforcement Act (CALEA) requirements, CITY will take reasonable agreed upon measures to identify internet users accessing the internet over the CCRLS network.

14) Merger Clause

Parties concur and agree that this Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

15) Force Majeure

Neither City nor College shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which was beyond either party's reasonable control.

16) Assignment

City shall not assign or transfer its interest in this Agreement without the express written consent of College.

17) Notices

Any notice required to be given the College or Agency under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

College	City
JOHN M. GOODYEAR, EXECUTIVE DIRECTOR CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE With an electronic copy to pcservices@chemeketa.edu CHEMEKETA COMMUNITY COLLEGE PO BOX 14007 4000 LANCASTER DR NE SALEM, OR 97309-7070	DON EUBANK, CITY ADMINISTRATOR CITY OF STAYTON 362 NORTH THIRD AVENUE STAYTON, OR 97383

18) Contact Persons

College	City
JOHN M. GOODYEAR, EXECUTIVE DIRECTOR CHEMEKETA COMMUNITY COLLEGE PO BOX 14007 4000 LANCASTER DR NE SALEM, OR 97309-7070 Phone: 503-399-5014, Fax: 503-399-5038 Email: jgoodyear@crls.org	LOUISE MEYERS, LIBRARY DIRECTOR STAYTON PUBLIC LIBRARY 515 NORTH FIRST AVENUE STAYTON, OR 97383 Phone: 503-769-3313, Fax: 503-769-3218 Email: lmeyers@ci.stayton.or.us

Signatures

This Agreement and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

College

City

(Signature) (Date)
Julie Huckestein, VP/CFO or
Rebecca L. Hillyer, Director – Legal Resources

(Signature) (Date)
Don Eubank, City Administrator

 5/29/13
(Signature) (Date)

John M. Goodyear, Executive Director, CCRLS

APPROVED:

(Signature) (Date)
Louise Meyers, Library Director

Revised 5.27.13

Attachments:

- A – Statement of Work/Consideration
- A.1– Compensation Schedule
- B. – Council Member Listing

10196400 Attachment A

Statement of Work/Consideration

1) Statement of Work

a) Under this agreement City shall:

- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District. Basic level of service is defined as one checkout and one hold per person at a time, utilizing individual rather than household cards.
- 2) Provide free borrowing privileges to card holding residents/patrons of other participating CCRLS cities (including Silver Falls District) and all currently registered College students who present a valid library card.
- 3) Ensure that in no case shall card-holding residents of the CCRLS district receive less than the basic level of service from City.
- 4) City may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CITY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
- 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
- 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
- 7) Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association (PYM) and as may be necessary in meetings of the CCRLS Advisory Council. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. City library director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential CCRLS information. Directors will provide a chain of command to allow coverage in their absence.
- 8) Provide for the regular participation of library staff at training events provided by COLLEGE.
- 9) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
- 10) Take reasonable measures to protect equipment in City's possession from abuse, theft, and misuse, City shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that City shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the City shall not be liable under this Agreement for any consequential damages incident to any loss under this section.

- 11) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes cable installation, electrical power, and environment, all meeting manufacturer and vendor specifications.
- 12) City may purchase equipment and software to expand and enhance its own operations; provided that such equipment and software is acceptable to CCRLS as compatible with the automated system. CCRLS shall not be responsible for maintenance of CITY equipment, but will configure and ensure CCRLS network connectivity. CITY shall not connect or install any such equipment or software without the review and written approval of CCRLS after at least 90 days prior to notice by CITY. To facilitate this approval it is recommended that CITY include CCRLS in the examination and selection process. CCRLS cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the CCRLS network must have approved anti-virus security software and a current, secure Operating System. CITY will not alter COLLEGE network or workstation equipment within their building without communication or direction from CCRLS.
- 13) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with CCRLS technical staff.

b) Under this agreement College shall:

1) Provide for the fiscal and administrative management of the CCRLS

a. Maintain the following:

1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council is attached as Attachment B.
2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

b. Provide operation and maintenance of the CCRLS Automated System and related databases, including:

1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
2. Manage the CCRLS automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed upon between the City Library Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of CCRLS to monitor and evaluate entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
3. Acquire and provide for effective maintenance and support of all present and future central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CITY for installation at its library, or as otherwise provided in Attachment A 1) Statement of Work a) 13) of this agreement.
4. Coordinate and assume cost for installation of telecommunications equipment and lines at CITY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
5. Acquire and furnish to CITY, at COLLEGE's direct cost, certain necessary supplies, such as utilities, report forms, reserve notices, bar codes, overdue notices, magnetic tapes, and other supplies

except printer paper, cartridges and toner which may be required to provide the services of automated system to CITY.

6. Provide through CCRLS, at City request, specialized reports not regularly generated by automation system. City shall reimburse COLLEGE for the cost of providing such special reports.
7. Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by participating libraries. CITY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.
8. Maintain agreements for hardware maintenance and software support with Innovative Interfaces, Inc. (or any subsequent provider of library automation service(s)) CCRLS shall provide reasonable approved maintenance and support for automated system hardware and software not provided by Innovative Interfaces, Inc. CCRLS shall provide reasonable prior notice to CITY when system operation must be suspended for operational or maintenance requirements. CCRLS shall exercise its best efforts to schedule such periods of suspension during hours when CITY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the CCRLS automated system database or software is compromised or damaged, CCRLS shall not "lock out" CITY terminals from automated system.
9. Provide, through CCRLS, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CITY under Attachment A 1) Statement of Work a) 13), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.
11. Regularly backup CCRLS automated system data and store the media containing such backup in a secure facility. In the event of system malfunction or loss of data, CCRLS shall promptly restore the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time or loss of data which cannot be recovered.
12. Provide training for at least one CITY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. CCRLS shall provide up-to-date user manuals for CITY's staff. All other training of CITY staff shall be the responsibility of CITY. CITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.

13. Provide and maintain appropriate space for the central computer facility serving CCRLS automated system.
14. Provide for general maintenance and utilities to support the CCRLS automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
15. While in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CITY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CITY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.
16. Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
17. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of CCRLS and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
18. In serving card-holding CCRLS district nonresident patrons, abide by each CITY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the CCRLS district receive less than the basic level of service from COLLEGE.
19. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council.
20. Reimburse CITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CITY hereby transfers and assigns all interests in such materials, and all rights to unpaid overdue fines and replacement charges with respect thereto.
21. Provide regular courier service between the participating libraries.
22. COLLEGE may coordinate group purchasing of CCRLS related equipment, software or non-essential supplies, as needed, to assist CITY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges,

postage, etc. will be billed to CITY at direct cost and payable to COLLEGE.

- c. Electronic Payments for Fines, Lost Book Charges, or Other Charges
 1. Through CCRLS, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS member libraries.
 2. Process charges that are paid only through the shared library automation system operated by COLLEGE (currently Innovative Millennium).
 3. College shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CITY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CITY library.
 4. Compile and calculate charges on a monthly basis. However, payment to CITY will be made on a quarterly basis. In the event the amount due to CITY is less than \$15, the payment may be held for the next quarterly payment.
 5. Make payment to CITY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
 6. College shall be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed CITY
 7. College shall acknowledge responsibility only for the amount of any correction without penalty.

2) Consideration

- a) CITY will be compensated by COLLEGE in the amount shown in Attachment A1 – Compensation Schedule for the CITY for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) The COLLEGE shall pay the CITY for each net loan provided, i.e., the difference between the number of CITY items loaned to and checked out in another library and the number of items owned by other libraries borrowed and checked out by the CITY library. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Attachment A1. Payments shall be made quarterly as provided herein.
- c) Payments issued under this Agreement, either for full or partial payment, shall reference the College contract number written herein.

Revised 5.27.13

ATTACHMENT A1
COMPENSATION SCHEDULE
FY 2013-14

Non-Resident Library Service Fee to City by College

Library	Amount	Quarterly Payment
Amity Public Library	\$6,644	\$1,661
Chemeketa Community College	\$13,314	\$3,328
Dallas Public Library	\$62,155	\$15,539
Dayton – Mary Gilkey Public Library	\$5,637	\$1,409
Independence Public Library	\$51,721	\$12,930
Jefferson Public Library	\$12,113	\$3,028
Lyons Public Library	\$15,239	\$3,810
Mt. Angel Public Library	\$14,099	\$3,525
McMinnville Public Library	\$132,465	\$33,116
Monmouth Public Library	\$73,451	\$18,363
Newberg Public Library	\$60,356	\$15,089
Salem/W Salem Public Library	\$534,295	\$133,574
Sheridan Public Library	\$12,991	\$3,248
Silver Falls Library District	\$59,698	\$14,924
Stayton Public Library	\$78,783	\$19,696
Wagner (Falls City) Library	\$2,802	\$701
Willamina Public Library	\$14,976	\$3,744
Woodburn Public Library	\$68,429	\$17,107

Net Loan Payment to City by College

The net loan payment rate for fiscal year 2013-14 shall be \$1.50 per item.

ATTACHMENT B

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE FY 2013-14 Council Members

Natalie Beach

Chemeketa Community College Representative
4000 Lancaster Drive NE/PO Box 14007
Salem, OR 97309-7070
503.399.5105 (w) 503.399.5214 (fax)
natalie.beach@chemeketa.edu

Bob LeRoy, Chair

Marion County Lay Member
2000 Farmer Road SE
Jefferson, OR 97352
503.370.4278 (h)
lerbroy@gmail.com
♦Term expires: 6/30/14

John Hunter

Medium Library Representative
Woodburn Public Library
280 Garfield Street
Woodburn, OR 97071
503.982.5262 (w) 503.982.5258 (fax)
john.hunter@ci.woodburn.or.us
♦Term expires: 6/30/14

Leah Griffith

PYM Chair Representative
Newberg Public Library
503 East Hancock Street
Newberg, OR 97132
503.537.1256 (w) 503.538.1920 (fax)
leah.griffith@newbergoregon.gov
♦Term expires: 6/30/14

Scott McClure

City Manager Representative
City of Monmouth
151 Main Street W
Monmouth, OR 97361
503.751.0145 (w)
smcclure@ci.monmouth.or.us

To Be Determined

Yamhill County Lay Member
♦Term expires: 6/30/16

To Be Determined

Rural Lay Member
♦Term expires: 6/30/16

Penny Toepel

Small Library Representative
Sheridan Public Library
142 NW Yamhill Street
Sheridan, OR 97378
503.843.3420 (w) 503.843.2561 (fax)
pennyt@ccrls.org
♦Term expires: 6/30/14

B. J. Toewe

Large Library Representative
Salem Public Library
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Salem, OR 97301
503.588.6084 (w) 503.588.6397 (fax)
bjtoewe@cityofsalem.net

Walter Perry Vice Chair/Chair Elect

Polk County Lay Member
23505 Gooseneck Creek Rd.
Sheridan, OR 97378
503.851.9604 (h)
walterperry3@gmail.com
♦Term expires: 6/30/15

Ex Officio Members

Nancy Boyer

Mid-Willamette Council of Governments
105 High Street SE
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John Goodyear

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Recording Secretary

Kelly Robinson

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krobinson@ccrls.org



CITY OF STAYTON
M E M O R A N D U M

TO: Mayor A. Scott Vigil and City Councilors
THRU: City Administrator Don Eubank
FROM: David W. Kinney, Public Works Director
DATE: June 17, 2013
SUBJECT: Amendments to Stayton Municipal Code
Chapter 13.16 “Water”
Chapter 13.20 “Cross-Connections”

ISSUE

The issue before the City Council is whether or not the City should adopt Ordinance 955 which updates Chapters 13.16 and 13.20 of the Stayton Municipal Code.

- Chapter 13.16 Water – This is the basic ordinance which governs the City’s water utility. It authorizes the City to operate and regulate the City’s water utility and authorizes the City to charge water rates and fees.
- Chapter 13.20 Cross-Connections: This ordinance complies with Oregon Administrative Rule, Chapter 333. The City, as a water purveyor, is required to adopt regulations governing cross-connections and to institute a “backflow prevention” program to protect the integrity of the water system.
ordinance

ENCLOSURES:

1. Ordinance 955
2. Exhibit “A” – Chapter 13.16 Water Service
3. Exhibit “B” – Chapter 13.20 Water System – Cross Connection Control

BACKGROUND AND POLICY CHANGES

The amendments update Chapters 13.16 and 13.20. Both Chapters have been extensively rewritten with policy and administrative changes:

Chapter 13.16 Water Service

1. Purposes Add sections to state City has authority to regulate water use for all customers, authorizes charging fees for water service and authorizes City to curtail water service in emergencies.
2. Authority Grants authority to Finance Director to administer the utility billing system and Public Works Director to handle water system operational issues/procedures.
3. PW Standards References current Public Works Design and Construction Standards. Clarifies location of meters & service lines and whether the property owner or City is responsible for maintenance.
4. Billing Procedures Modifies billing procedures to reflect the city's current billing procedures. Language is clarified to address utility service applications, shut-off procedures for delinquent accounts, leak detection, deposits and deposit refunds, etc.
5. Bill Adjustments Grants authority to Finance Director to adjust bills. This has been standard practice for years, but code now authorizes.
6. Appeals Adopts an appeal procedure to handle billing disputes.
7. Violations Modifies violations sections.
8. Fees Water rates, fees and service charges will be adopted by separate resolution. The staff will recommend an increase in the water deposit from \$75 to \$150 in July when new fees are adopted.

Chapter 13.20 Water System – Control of Cross Connections

The amendments adopt amendments to comply with OAR Chapter 333. Mike Brash has tried to include only the essential elements needed by the City to implement a backflow control program. Chapter 13.20 grants authority to the Public Works Director to inspect and test residential, commercial or industrial water systems which may have the potentially hazardous cross-connections and/or endanger the public health. Enforcement may include notices of correction or termination of water service if necessary.

FINANCIAL IMPACT

None anticipated. Adoption of these code amendments is considered a housekeeping measure. The City already has adopted water rates and service charges. The City already implements a backflow prevention program under the existing city code and OAR 333.

OPTIONS

The Council may:

- a. Adopt Ordinance 955 as presented (modified).
- b. Discuss the proposed Ordinance and direct staff to bring back a modified ordinance addressing particular issues.
- c. Do Nothing. Leave existing ordinances in place.

STAFF RECOMMENDATION

Adopt Ordinance 955

If the Council adopts Ordinance 955, the staff will clean up the exhibits to remove the text box explanations and correct the codification references.

MOTIONS:

- 1. Offer a motion to adopt Ordinance 955 as presented.**
- 2. Offer a motion to table the issue until the next meeting and request the staff address the questions and issues raised by the Council during discussion.**
- 3. Do Nothing. No motion is needed.**

ORDINANCE NO. 955

AN ORDINANCE AMENDING THE STAYTON MUNICIPAL CODE CHAPTERS 13.16 “WATER SERVICE” AND CHAPTER 13.20 “CONTROL OF CROSS CONNECTIONS”.

WHEREAS, the purpose of Stayton Municipal Code (SMC) Chapter 13.16 “Water Service” is to authorize charges, rates and fees for the use of the City water system, to regulate the use of City water, to provide a process for voluntary and involuntary discontinuance of service, to avoid those connections to the system which may be detrimental to the public and to provide for collection of charges; and

WHEREAS, the City Council finds that SMC Chapter 13.16 needs to be updated to reflect current City policies and billing practices for residential and non-residential customers; and

WHEREAS, the City Council desires to set water rates, utility deposits and fees for service by separate resolution; and

WHEREAS, the purpose of SMC Chapter 13.20 “Control of Cross Connections” is to adopt policies to control or eliminate cross-connections to the City’s potable water supply and distribution system and thereby protect the quality of the City’s water system and protect the public health; and

WHEREAS, the City Council finds that SMC Chapter 13.20 needs to be updated to comply with cross-connection regulations in Chapter 333 of the Oregon Administrative Rules for Public Drinking System, OAR Chapters 333-61-005 through 333-61-099.

NOW, THEREFORE, the Stayton City Council does ordain as follows:

SECTION 1. Chapter 13.16 of the Stayton Municipal Code, is hereby amended to read as shown on Exhibit “A”, attached hereto and incorporated herein as if set forth in full.

SECTION 2. Chapter 13.20 of the Stayton Municipal Code, is hereby amended to read as shown on Exhibit “B”, attached hereto and incorporated herein as if set forth in full.

SECTION 3. Non-Emergency Ordinance. This ordinance is a non-emergency ordinance and will take effect 30 days after enactment of the City Council and approval by the Mayor.

ADOPTED BY THE STAYTON CITY COUNCIL this _____ day of _____, 2013.

CITY OF STAYTON

Signed: _____

By: _____
A. Scott Vigil, Mayor

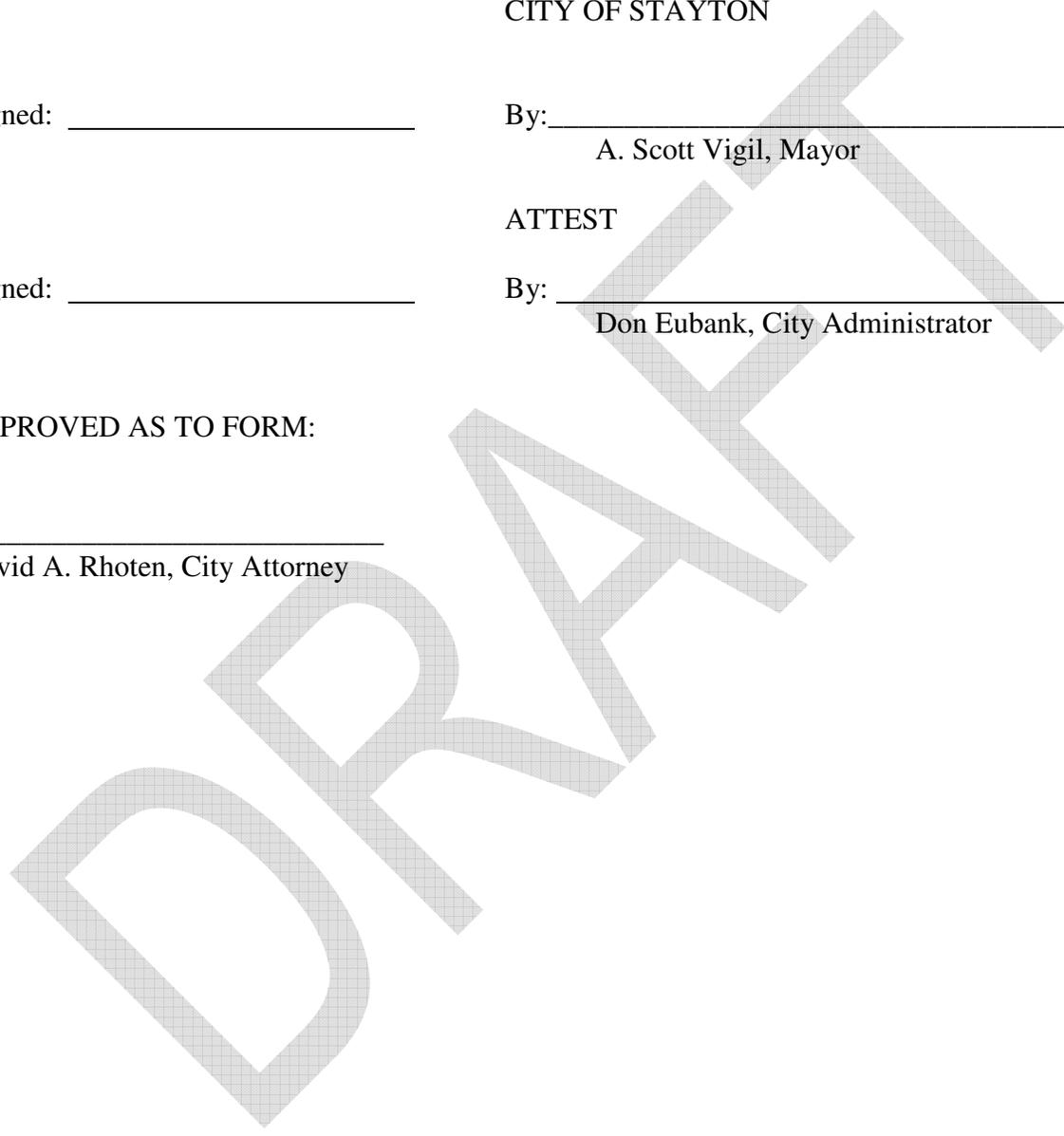
ATTEST

Signed: _____

By: _____
Don Eubank, City Administrator

APPROVED AS TO FORM:

David A. Rhoten, City Attorney



TITLE 13. MASTER UTILITIES PLAN

CHAPTER 13.16

WATER SERVICE

SECTIONS

13.16.310	Purpose
13.16.320	Application
13.16.330	Service Specifications Generally
13.16.340	Location of Water Mains
13.16.350	Location of Water Service Lines and Water Meters
13.16.360	Ownership, Installation, and Maintenance
13.16.370	Connection Charges
13.16.380	Fire Protection Service
13.16.390	Water Meters: Use Required
13.16.400	Unauthorized Supply of Water
13.16.410	Fixtures and Equipment, Maintenance, Waste of Water Prohibited
13.16.420	Interruption of Service
13.16.430	Discontinuance of Service
13.16.440	Water Rates: Metered Service
13.16.450	Non-Residential Utility Deposits: When Required
13.16.460	Non-Residential Utility Deposits: Refunds
13.16.470	Non-Residential Utility Bills: Responsible Party
13.16.480	Non-Residential Utility Bills: When Due
13.16.490	Non-Residential Utility Bills: Delinquent Accounts
13.16.500	Non-Residential Utility Bills: Procedure for Shutting Off Water
13.16.510	Non-Residential Service Charge
13.16.520	Residential Utility Deposits: When Required
13.16.530	Residential Utility Deposits: Refunds
13.16.540	Residential Utility Bills: Responsible Party
13.16.550	Residential Utility Bills: When Due
13.16.560	Residential Utility Bills: Delinquent Accounts
13.16.570	Residential Utility Bills: Procedure for Shutting off Water
13.16.580	Residential Utilities: Service Charge
13.16.590	Utility Charge Adjustments and Payment Agreements
13.16.600	Customer Appeal Process
13.16.610	Enforcement of Provisions
13.16.620	Violations: Prohibited Activities
13.16.630	Violation: Penalties
13.16.640	Violation: Each Act a Separate Violation

13.16.300 PURPOSE

1. The purpose of this Chapter is to authorize charges, rates and fees for the use of the City water system, to regulate the use of City water, to provide a process for voluntary and involuntary discontinuance of service, to avoid those connections to the system which may be detrimental to the public and to provide for collection of charges.
2. The City finds that the operation and maintenance of the City water system and a portion of the costs of construction of the system should be funded through user charges imposed against those persons and activities using or receiving service from that system.
3. The City finds the charges, rates and fees are not subject to the property tax limitations of Section II(b), Article XI, of the Oregon Constitution;

TITLE 13. MASTER UTILITIES PLAN

4. It is the policy of the City to provide clean, healthful, and plentiful water to its residents. There may be circumstances beyond the City's control, however, including most particularly weather conditions and the effects of natural catastrophe or the actions of others on the City's water supply sources, that make it necessary to reduce the water regularly used by the City's residents and apportion among the City's residents a restricted supply of water. In those circumstances, the City intends that water be apportioned in a manner that is determined by the City Council to be equitable under the circumstances, and takes into account public health and safety.

5. Definitions: For purposes of this Chapter,

Finance Director. The Finance Director of the City of Stayton or designee.

Public Works Director. The Public Works Director of the City of Stayton or designee.

New Section: This section outlines the overall purpose of Chapter 13.16. The purposes are:

1. **Regulate the use of water for all customers: residential and non-residential.**
2. **Authorize fees by separate resolution.**
3. **Authorize implementation of water curtailment in case of emergency.**

13.16.310 APPLICATION

1. Each applicant for water service shall complete an application form for utility service provided by the City. The application is a written request for utility service and does not bind the City to serve.
2. Any changes in the above-mentioned service shall require a new application for utility service. (Ord. 630, section 3[part], 1986: prior code section 5.023)
3. If an applicant for utility service has unpaid charges at another service address in the City, the City may refuse to provide service until either the unpaid charges are paid in full or the City authorizes the transfer of the unpaid balance to the applicant's new utility service account.

Explanation: This section codifies a billing policy already used by the Finance Department.

13.16.320 SERVICE SPECIFICATIONS GENERALLY

The City shall furnish and install water service consistent with the Public Works Design Standards and Public Works Standard Construction Specifications of the City. (Ord. 630, section 3[part], 1986: prior code section 5.027)

13.16.330 LOCATION OF WATER MAINS

All water mains, service connections, and water meters shall hereafter be laid on dedicated streets, public property, or on property on which the City has an easement to construct and maintain water lines. (prior code section 5.170).

13.16.340 LOCATION OF WATER SERVICE LINES AND WATER METERS

1. Where the water main is in the public right-of-way the water service line and meter will be located within the public right-of-way.

TITLE 13. MASTER UTILITIES PLAN

2. Where the water main is in a public utility easement or publicly owned property other than a designated right-of-way, the water service line and water meter shall be installed to the boundary of the easement or public property, provided that the length of service does not exceed sixty (60) feet.
3. If the length of the service line to the meter location exceeds sixty (60) feet the applicant shall pay the extra cost of the water service line on the basis of actual cost to the City. (Ord. 630, section 3[part], 1986: prior code section 5.028)

13.16.350 OWNERSHIP, INSTALLATION, AND MAINTENANCE

1. The City shall own and maintain the water service line from the water main up to and including the water meter, where the water service line and meter are located in the public right-of-way or a public utility easement.
2. The customer shall own, install and maintain the private service line from the water meter to the building and/or into the development.
3. If the water service line and water meter are located on private property, and are not located within a public utility easement, then the customer shall own, install and maintain the water service lines located on private property; but the City shall own, install and maintain the water meter. (Ord. 630, section 3[part], 1986: prior code section 5.024)

Explanation: Removed reference to City installing all service lines since private contractors install new service lines in subdivisions and new developments. The City places meters and maintains/replaces service lines after the City accepts them as part of the water system.

13.16.370 CONNECTION CHARGES

At the time of application for the installation of a water service line and/or water meter, the applicant shall pay a water connection fee to cover the City's costs. Charges for the installation of water service lines and water meters shall be set by separate resolution. (Ord. 630, section 3[part], 1986: prior code section 5.025).

13.16.380 FIRE PROTECTION SERVICE

Explanation: This section clarifies that an applicant for a new water meter and service must pay a connection fee. Fees will now be set by resolution. The fee is normally paid at the time a building permit is issued.

Fire protection facilities may be allowed inside and/or outside a building. When a building has a fire protection service which is separate from the regular service to the building, an approved proportional meter or detector check shall be used in place of a service meter. The owner of the building shall agree in writing that water supplied through this service will not be used for any purpose except for extinguishing fire. If use is recorded on a proportioned meter or detector check, the installation of a service meter or the removal of the fire service may be required at the expense of the property owner. (Ord. 630, section 3[part], 1986: prior code section 5.029)

TITLE 13. MASTER UTILITIES PLAN

13.16.390 WATER METERS: USE REQUIRED

1. Except as provided in Subsection 2. of this Section, each single-family dwelling, each dwelling unit in a two-family dwelling, each dwelling unit in a three-family dwelling, and each non-residential establishment shall have a separate water service line and water meter, provided that if special circumstances of construction render metering of such individual service impractical the Public Works Director may waive such requirements.

Explanation:	In the past, the City has allowed duplexes to be served by one water meter. This creates a couple of operational problems:
	(1) When a plumbing problem or a water leak occurs on one side of the duplex, the City has turned water off, thereby turning off water to both units.
	(2) When the City has had to shut off water for non-payment, then both units are turned off.

2. Each structure containing more than three (3) residential dwelling units or three (3) non-residential establishments will be served with a single meter for the entire building or by a separate water service line and meter for each unit. Each meter shall be located in the public right-of-way or in a public utility easement in accordance with sections 13.16.330 and 13.16.340 of this Chapter. (Prior code section 5.115)

Explanation:	Clarifies current city policy and is consistent with the Public Works Design Standards.
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13.16.400 UNAUTHORIZED SUPPLY OF WATER

1. No water customer shall supply water to any building, concern, person, family, or place other than the premises or persons specified in the application for service, except on written consent of the Public Works Director. The consent shall designate the person, family, or building to be supplied and the purpose of the use.
2. In case of violation of this section, the customer shall be charged double the usual consumption charge for the amount of water used. If violations continue after notice by the City, water service to the premises may be turned off until the violation is corrected and all charges are paid in full. (prior code section 5.147)

Explanation:	Modified to reflect current city policy.
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13.16.410 FIXTURES AND EQUIPMENT, MAINTENANCE, WASTE OF WATER PROHIBITED

1. Each customer, at his own expense, shall maintain all faucets, taps, hoses, lines, and other equipment through which water flows from the City system in good condition and free from leakage.
2. Waste or excessive use of water is prohibited.
3. When a leak, excessive use or waste of water is discovered by the City, the customer shall be notified. Water leaks shall be repaired and excessive use of water or waste of water shall be stopped upon notice from the City. Water service may be turned off to any premises where the City determines there is a leak, excessive use or waste of water until repairs are made. (prior code section 5.150)

TITLE 13. MASTER UTILITIES PLAN

Explanation: Clarifies policy on identification and fixing water leaks on the “customer’s” side of the water meter. It is consistent with our “practice” of working with property owners to identify leaks and get them fixed so water is not wasted.

The City has a “leak detection program” where the City hires a contractor every 3-5 years to search for leaks in the City’s distribution system. The next leak detection work will be in 2013-2014.

13.16.420 INTERRUPTION OF SERVICE

1. The City does not guarantee continuous, even, and uninterrupted water service to any customer, nor shall the City be liable for any loss or damage resulting from the operation or interruption of the water service, directly or indirectly.
2. The City has the right to impose such temporary nondiscriminatory restriction, water rationing, or limitations on the use of water when it deems necessary or in the event of an emergency.
3. The City will make a reasonable effort to notify all customers of any anticipated interruption or any restrictions on water use, except in case of an emergency. (prior code section 5.145)

Explanation: The City has the right to ration water or curtail use in case of a water emergency. The City’s Water Master Plan has a “Water Curtailment/Rationing Policy & Procedure” section that has been approved by the Oregon Health Authority – Drinking Water Section.

13.16.430 DISCONTINUANCE OF SERVICE

1. Every customer who is about to vacate any premises to which water service is supplied by the City shall give seventy-two hours notice in advance of the intended date of discontinuance of service. The customer shall be held responsible for all services rendered to such premises until such notice is received and service discontinued. (prior code section 5.155)
2. If water service is discontinued for any reason, all past due bills, fees and service charges must be paid in full by the property owner or other responsible party before water service is restored and/or service is provided to a new customer.

Explanation: The City practice has been to ask customers to notify the City 72 hours in advance of when they vacate the premises. Not all customers or landlords give the City advance notice when the customer leaves.

13.16.440 WATER RATES, METERED SERVICE

1. Water rates are comprised of the four (4) items as described:
 - a. Base Rate.
 - b. Meter Equivalent Charge per meter per month: Compound meters shall be charged only in the largest meter in the compound at each service. On-site fire service shall be billed as per meter size. If unmetered, the charges shall be by line size as stipulated in the Fire Line Schedule.

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Services used for irrigation only shall be billed similarly to fire services.

- c. Fire Standby Charge: A fire standby charge shall be levied on each occupancy served by City water. In occupancies that are served by more than one water service, the charge shall be levied only on one service.
 - d. Commodity Charge.
2. Water rates, utility deposits and fees shall be established by separate resolution and will be effective on the date specified in the resolution. (Ord. 805, Sept. 7, 1999)

Explanation: Water fees and charges will all be set by resolution. All specific fees are removed from SMC 13.16.

13.16.450 NON-RESIDENTIAL UTILITY DEPOSITS: WHEN REQUIRED

- 1. A utility deposit for water and sewer service shall be required of all persons requesting utility service at any non-residential premises.(Ord. 774, October 22, 1997)
- 2. The utility deposit shall bear no interest (Ord. 732, §9, October 1994).
- 3. Persons making the deposit will be advised of or given a copy of the City of Stayton billing policy at the time the deposit is made. (Ord. 774, October 22, 1997).
- 4. The amount of the utility deposit shall be set by separate resolution.

Explanation: The staff recommends the utility bill deposit be raised from \$75.00 to \$150.00. The deposit amount has not been changed since 1997. It is intended to cover 2 months of outstanding water bills, but the \$75.00 deposit barely covers one month’s utility bill. The new deposit will be included in the fee resolution.

The City has received a number of requests from landlords asking the City to increase the deposit, since the property owner is responsible to cover any outstanding bill before water service is restored to the premises. A \$150 deposit is similar to deposits charged by other cities in the area.

13.16.460 NON-RESIDENTIAL UTILITY DEPOSITS: REFUNDS

- 1. Upon discontinuance of service to any customer, the City will refund the customer's deposit or the balance, if any, in excess of the unpaid bills owing for utility service furnished by the City.
- 2. The utility deposit shall be refunded to the customer after twenty-four (24) months if all utility bills have been paid within ten (10) days of the due date, and if service has not been discontinued for non-payment during the prior twelve (12) month period. (Ord. 774, October 22, 1997)
- 3. A new utility deposit may be waived when any customer moves from one location in the City to another location in the City if, within the prior twenty-four (24) months, the customer has paid all utility bills to the City within ten (10) days of the due date and service has not been discontinued for non-payment.(Ord. 774, October 22, 1997).

Explanation: Modifies when the deposit is refunded.

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13.16.470 NON-RESIDENTIAL UTILITY BILLS: RESPONSIBLE PARTY

1. Where more than a single building, building unit, occupant or business is serviced by a single water meter, the bill for utilities shall be sent to the property owner of record, or a responsible person/property manager authorized by the owner of the premises.
2. The property owner of record shall be responsible for the payment of all charges prescribed in this ordinance. If the property is rented and the renter fail to pay the charges, the City shall present the bill to the property owner for payment. (Ord. 774, October 22, 1997).
3. All water and sewer charges shall be a lien against the premises served from and after the date of billing and entry in the City lien docket. The lien docket shall be made accessible for inspection by anyone interested in ascertaining the amount of the charges against the property. When a bill for water or sewer service remains unpaid thirty (30) days after it has been rendered, the lien thereby created may be fore-closed in any manner provided by law, this code, or city ordinance. (Ord. 662, section 1[part], 1990: prior code section 5.138)

13.16.480 NON-RESIDENTIAL UTILITY BILLS: WHEN DUE

All accounts for water and sewer service are due and payable on the tenth day of each calendar month for the previous month's use. (Ord. 662, section 1[part], 1990: prior code section 5.140)(Ord. 774, October 22, 1997)

13.16.490 NON-RESIDENTIAL COMMERCIAL/INDUSTRIAL UTILITY BILLS: DELINQUENT ACCOUNTS(Ord. 774, October 22, 1997)

1. Utility bills become delinquent if not paid within ten (10) days after it becomes due, as specified in Section 13.16.480 of this Chapter. (Ord. 774, October 22, 1997).
2. Notices of delinquent accounts will be mailed to the customer/occupant and property owners on the first working day after delinquency occurs advising of the delinquency and the proposed shut-off date.(Ord. 774, October 22, 1997)
3. The City may shut off water for any customer whose account has become delinquent or who has not paid the utility deposit in accordance with procedures set out in Section 13.16.450 of this Chapter for such time as the default of payment may continue. (Ord. 662, section 1[part], 1990: prior code section 5.141)
4. A final delinquent notice will be attached to the door at the service address for which payment has not been made, not less than fourteen (14) days after delinquency as defined in 13.16.560.1. The notice will inform the customer that the utility bill must be paid within a minimum of 24 hours or the water service will be shut off after the date and time specified on the final notice. (Ord. 774, October 22, 1997).
5. Processing Fees for Repeat Delinquent Accounts
 - a. An account is considered a delinquent account if it has fallen delinquent. (Ord.819, December 4, 2000).
 - b. The City may assess a processing fee for delinquent accounts in addition to other penalties provided for in this Chapter. (Ord.819, December 4, 2000).
 - c. The processing fee may be waived by the Finance Director of the City if an agreement for payment, satisfactory to the City, can be reached and is performed.
 - d. Arrangements for payment may be made with the concurrence of the Finance Director under

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unique or unusual circumstances. The Finance Director's decision may be appealed, in writing, to the City Administrator. The City Administrator shall review the appeal and either reverse, modify or uphold the Finance Director's decision. The City Administrator's decision shall be final. A limit of four (4) occurrences per year of unusual circumstances may be claimed by any utility customer.

- e. The Finance Director may increase, to double the average monthly billing of the past year, the amount of the utility deposit if payments have been delinquent more than three times in the past year. (Ord. 774, October 22, 1997).

13.16.500 NON-RESIDENTIAL UTILITY BILLS: PROCEDURE FOR SHUTTING OFF WATER

Whenever water is shut off to any premises for non-payment of a utility bill, the following procedure shall apply:

1. Prior to shutting off water service an agent of the City shall advise the occupant of the premises that the water service is to be discontinued unless the delinquent amounts are paid within twenty-four (24) hours. The agent shall leave a notice on the door advising the occupant that water service is to be discontinued in twenty-four (24) hours if the full amount of the delinquent bill and fees are not paid.(Ord. 774, October 22, 1997).
2. If full payment of the delinquent amount and fees is not made to the City within the 24-hour period, the agent shall immediately turn off the service, without necessity of further notice to the occupant.(Ord. 774, October 22, 1997).
3. The City shall charge a customer a shut-off fee, or the actual cost of labor and materials, whichever is greater, for notification and restoration of the water service. (Ord. 662, section 1[part], 1990: prior code section 5.142)(Ord. 774, October 22, 1997).

13.16.510 NON-RESIDENTIAL SERVICE CHARGE (Ord. 774, October 22, 1997)

1. CUSTOMER REQUESTED TEMPORARY TURN-OFF OF SERVICE: The City shall charge a service charge for each time the water service is turned-off at the meter. (Ord. 774, October 22, 1997)
2. RESTORATION OR TURN-ON OF SERVICE: The City shall charge a service charge for each time the water service is turned on at the meter.
3. ADDITIONAL CHARGES: In addition to the turn-off or turn-on charge listed in subsections (1) and (2) of this section, the City shall charge a customer the actual cost of labor and materials plus 10% administrative services in the event the City removes or reinstalls a water meter and/or service connections due to an owner request or tampering with city-owned water services (Ord. 732, §10, October 1994).(Ord. 774, October 22, 1997)

13.16.520 RESIDENTIAL UTILITY DEPOSITS, WHEN REQUIRED (Ord. 774, October 22, 1997).

1. A utility deposit for water and sewer service, shall be required of all persons requesting utility service at any premises. (Ord. 774, October 22, 1997).
2. The utility deposit shall bear no interest. (Ord. 774, October 22, 1997).
3. Persons making the deposit will be advised of or given a copy of the City of Stayton billing policy at the time the deposit is made. (Ord. 774, October 22, 1997).

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4. The amount of the utility deposit shall be set by separate resolution.

13.16.530 RESIDENTIAL UTILITY DEPOSITS: REFUNDS (Ord. 774, October 22, 1997)

1. Upon the discontinuance of service to any customer, the City will refund the customer's deposit or the balance, if any, in excess of the unpaid bills owing for utility service furnished by the City. (Ord. 774, October 22, 1997).
2. If a customer is the owner/occupant of the premises being serviced, the utility deposit shall be fully refunded to the customer after twenty four (24) months if all utility bills have been paid within ten (10) days of the due date, and if service has not been discontinued for non-payment during the prior twelve (12) month period. (Ord. 774, October 22, 1997)
3. If a customer is a tenant, lessee, agent, or other person responsible for payment of the utility bill service, but is not the owner/occupant, the utility deposit shall be refunded only upon discontinuance of service as described in Section 1. above. (Ord. 774, October 22, 1997).
4. If a customer is an owner/occupant, a new utility deposit may be waived when the customer moves from one location in the City to another location or requests service at a new location in the City if, within the prior twelve (12) months, the customer has paid all utility bills to the City within ten (10) days of the due date and service has not been discontinued for non-payment. (Ord. 774, October 22, 1997).

13.16.540 RESIDENTIAL UTILITY BILLS: RESPONSIBLE PARTY (Ord. 774, October 22, 1997)

1. Where more than a single dwelling unit is serviced by a single water meter, the bills for utilities shall be sent to the owner of the premises regardless of whether the premises is occupied by the owner or by a renter, lessee, or other tenant occupant.
2. The property owner of record shall be responsible for the payment of all billings prescribed in this Chapter. If the property is rented and the renter fails to pay the charges, the City shall submit the bill to the property owner for payment. The property owner is responsible for all delinquent billings, but is not responsible for any penalties assessed for delinquency by a renter, lessee or tenant.
3. All water and sewer charges shall be a lien against the premises served from and after the date of billing and entry in the City lien docket. The lien docket shall be made accessible for inspection by anyone interested in ascertaining the amount of the charges against the property. When a utility bill remains unpaid thirty (30) days after it has been rendered, the lien thereby created may be foreclosed in any manner provided by law, this code or city ordinance.

13.16.550 RESIDENTIAL UTILITY BILLS: WHEN DUE (Ord. 774, October 22, 1997)

All accounts for water and sewer service are due and payable on the tenth day of each calendar month for all the previous month's use.

13.16.560 RESIDENTIAL UTILITY BILLS: DELINQUENT ACCOUNTS (Ord. 774, October 22, 1997)

1. Utility bills become delinquent if not paid within ten (10) days after they become due as specified in Section 13.16.550 of this Chapter.
2. Notices of delinquent accounts will be mailed to the customer/occupant and property owners on the first working day after delinquency occurs advising of the delinquency and the proposed shut-off date.

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3. The City may take whatever steps it deems appropriate, including discontinuance of service, at any property, regardless of whether the property is owner-occupied or is occupied by a renter, lessee, or other party, if a utility deposit has not been paid and/or the account has become delinquent, as defined in subsection 13.16.560 (1) of this Chapter, for such time as the default of payment may continue.
4. A final delinquent notice will be attached to the door at the service address for which payment has not been made fourteen (14) days after delinquency as defined in 13.16.560.1. The notice will inform the customer that the utility bill must be paid within a minimum of 24 hours or the water service will be shut off after the date and time specified on the final notice.
5. Processing Fees for Repeat Delinquent Accounts
 - a. An account is considered a delinquent account if it has fallen delinquent. (Ord. No. 819, December 4, 2000).
 - b. The City may assess a processing fee for delinquent accounts in addition to other penalties provided for in this Chapter. (Ord. No. 819, December 4, 2000).
 - c. The processing fee may be waived by the Finance Director of the City if an agreement for payment, satisfactory to the City, can be reached and is performed.
 - d. Arrangements for payment may be made with the concurrence of the Finance Director under unique or unusual circumstances. The Finance Director's decision may be appealed, in writing, to the City Administrator. The City Administrator shall review the appeal and either reverse, modify or uphold the Finance Director's decision. The City Administrator's decision shall be final. A limit of four (4) occurrences per year of unusual circumstances may be claimed by any utility customer.
 - e. The finance director may increase to double the average monthly billing of the past year to access the amount of the utility deposit if payments have been delinquent more than three times in the past year.

13.16.570 RESIDENTIAL UTILITY BILLS: PROCEDURE FOR SHUTTING OFF WATER (Ord. 774, October 29, 1997).

Whenever the City must take action to discontinue service to any premises for non-payment of a utility bill, the following procedure shall apply:

1. Prior to shutting off water service, an agent of the City shall advise the occupant of the premises that the water service is to be discontinued unless the delinquent amounts are paid within twenty-four (24) hours. The agent shall leave a notice on the door advising the occupant that water service is to be discontinued in twenty-four (24) hours if the full amount of the delinquent bill, including service charges and fees, are not paid.
2. If full payment is not made to the City within the 24-hour period, the agent shall immediately turn off the service, without necessity of further notice to the occupant.
3. The City shall charge a customer or owner a fee established by resolution, or the actual cost of labor and

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materials, whichever is greater, for notification, turn-off and restoration of the water service.

13.16.580 RESIDENTIAL UTILITIES: SERVICE CHARGE (Ord. 774, October 22, 1997)

1. CUSTOMER REQUESTED TEMPORARY TURN-OFF OF WATER SERVICE: The City shall charge a service charge for each time the water service is turned off at the meter.
2. RESTORATION OR TURN-ON OF WATER SERVICE: The City shall charge a service charge for each time the water service is turned on at the meter.
3. ADDITIONAL CHARGES: In addition to the turn-off or turn-on charge referred to in subsections (1) and (2) of this Section, the City shall charge a customer the actual cost of labor and materials plus 10 percent of the actual costs for labor and materials for administrative services in the event the City removes or reinstalls a water meter and/or service connections due to tampering with city-owned water services by the owner and/or the customer.

NEW SECTIONS

Explanation: The next two sections were borrowed from the City of Tigard and City of Tualitan codes. They provide the Finance Department with clear policy directives and authorizations on how to handle account adjustments, payment agreements and customer appeals of utility charges.

There is no policy language or procedures in the existing Chapter 13.16.

13.16.590 UTILITY CHARGE ADJUSTMENTS AND PAYMENT AGREEMENTS

1. Errors in billing or collection shall be corrected in a timely manner by the City. Resulting credits on accounts or refunds shall be made as expeditiously as possible. Disputed billings or other collection transactions shall be dealt with as set forth in this Section.
2. The Finance Director may request the Public Works Department check meter readings or test the water meter to verify or validate a customer's water consumption and/or determine whether or not there is a leak on the customer's side of the water meter.
3. Authority is granted to the Finance Director to waive fees, make adjustments to utility charges and to implement payment agreements. Adjustments to utility charges may be made based upon a written request from the customer and for good cause. Good cause may include but is not limited to correction of user or account information, failure of the City to send a bill, demonstrated failure of a user to receive a bill, meter reading errors and adjustments to the time in which requester became the user. Waivers may include returned check charges, fees, disconnection charges or water/sewer utility charges.
4. Leak Adjustments. The Finance Director may adjust a bill if the City verifies or agrees a leak or break in the customer's system was the reason for excessive water consumption. If a leak is found and repaired, the customer shall submit a written request for adjustment of the account, together with an itemized receipt for repairs (or other satisfactory evidence of repair) within thirty (30) days of such repair. The customer shall be required to pay the outstanding balance on the account for all consumption. Upon verification of a leak, the Finance Director may approve a credit to the account for one-half the applicable consumption rate for consumption amounts which exceed the normal consumption amount for a period of up to six months. The

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monthly base rate, meter equivalent charge and fire line charge shall not be adjusted under this subsection. The leak credit will be applied to the account within 90 days of approval.

5. Payment Agreements. The City may enter into a payment agreement with a customer to facilitate the payment of delinquent utility charges. Such agreements shall not exceed the term of three years, current charges must be paid when due, and the agreement must be signed by both parties and must be a legally binding agreement. Breach of such an agreement by the customer shall result in further collection efforts. Payment agreements for amounts over \$10,000 must be approved by the City Council.

Explanation: The City has NORPAC and other large industrial accounts. A high number needs to be established in this Section to allow the staff to work with the industry when meter issues arise.

13.16.600 CUSTOMER APPEAL PROCESS

1. Customers shall have the right to appeal utility billing decisions. If a customer is not satisfied with a decision by the utility billing staff, the customer may appeal the staff decision to the Finance Director. The customer's appeal must be in writing. The appeal must explain the decision being appealed, the requested remedy and justification for the customer's position.
2. Within fourteen (14) days the Finance Director shall consider the appeal and issue a written decision either upholding the staff decision, modifying the decision or granting the appeal. The Finance Director's decision may be appealed in writing to the City Administrator within ten days.
3. Within fourteen (14) days the City Administrator shall consider the appeal and issue a written decision. The City Administrator's decision may be appealed within fourteen days of the decision to the City Council.
4. The Council will consider the appeal at a regularly scheduled meeting. The City Council's decision is final.

13.16.610 ENFORCEMENT OF PROVISIONS

1. In the event of violation of any provision in this Chapter, the City may use any enforcement method or measure, including discontinuance of service or property lien, it deems appropriate, in addition to any penalties provided for in this code. (Ord. 774, October 22, 1997)

Explanation: ENFORCEMENT AND VIOLATIONS. The staff will work with the City Attorney to clean up the Violation and Penalty sections. Each violation should be considered a "separate offense". Violation of the water ordinance should be considered a misdemeanor, punishable by a fine. Jail time should be eliminated.

13.16.620 VIOLATION: PROHIBITED ACTIVITIES (Ord. 774, October 22, 1997)

1. It is unlawful for any person to open, cut into, or make any connection with any City water main or lines, or to tamper in any way with the public water system, including water mains, fire hydrants, valves, service

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lines, meters and appurtenances without the express permission of the City.

2. It is unlawful for any person to open any shutoff valve or other device so as to permit water to flow from the City mains or lines into any private main or line without the express permission of the City.
3. It is unlawful for any person to use water for a City fire hydrant for construction purposes or any other purpose without express permission of the City, which may make provisions for metering such use, set charges, or refuse such permission.

13.16.630 VIOLATION: PENALTIES

1. Except as otherwise set out specifically in this code, any person violating any of the provisions or failing to comply with the requirements of this Chapter is guilty of a violation.
2. Except as otherwise provided in this Chapter, any person convicted of a violation of this Chapter shall be punished by a fine of not more than two hundred fifty dollars (\$250.00).
3. If any person has been convicted of a violation of this Chapter, at any time within two (2) years of such conviction, that person commits a second or subsequent violation, the person may be prosecuted as a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00).
4. The remedies provided in this section are cumulative and not exclusive. In addition to the penalties provided above and those specifically set out in particular sections of this code, the City, by and through its authorized personnel, may pursue any remedy provided by law including the institution of injunction, mandamus, abatement, or other appropriate proceeding to prevent, temporarily or permanently enjoin, or abate a code violation.

13.16.640 VIOLATION: EACH ACT A SEPARATE VIOLATION

Each day a violation continues constitutes a separate offense, and any person convicted of such offense shall be punished accordingly.

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CHAPTER 13.20

CITY WATER SYSTEM CONTROL OF CROSS CONNECTIONS

SECTIONS

13.20.610	Definitions
13.20.620	Cross-Connections Prohibited
13.20.630	Use of Backflow Prevention Assemblies
13.20.640	Cross-Connection Inspection
13.20.650	Fees
13.20.660	Installation Permits
13.20.670	Liability
13.20.680	Penalties
13.20.690	Separate Violations

13.20.610 DEFINITIONS

1. **AIR GAP SEPARATION:** The physical vertical separation between the free-flowing discharge end of a potable water supply pipeline and the open or non-pressure receiving vessel.
2. **AUXILIARY SUPPLY:** Any water source or system other than the City of Stayton Water System.
3. **APPROVED BACKFLOW PREVENTION ASSEMBLY:** An assembly to prevent cross-connections due to backpressure and back-siphonage. The assemblies must appear on the list of approved assemblies issued by the Oregon Health Authority.
4. **BACKFLOW OR BACK SIPHONAGE:** The flow of water or other liquids, mixtures, or substances into the distribution system of a potable water supply from any sources other than its intended source.
5. **CROSS CONNECTION:** Any actual or potential unprotected connection or structural arrangement between the public potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied.

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6. **DOUBLE CHECK VALVE ASSEMBLY:** An assembly of two independently acting check valves with shut-off valves on each side of the check valves and test cocks for checking the water tightness of each check valve.
7. **HEALTH HAZARD:** An actual or potential threat of contamination of a physical, chemical, or biological nature to the public potable water system.
8. **NON-HEALTH HAZARD:** An actual or potential cross connection that could allow a substance that may be objectionable, but not hazardous to one's health, to backflow into the potable water system.
9. **PUBLIC WORKS DIRECTOR:** The City of Stayton Public Works Director or designee.
10. **PURVEYOR:** The City of Stayton Public Works Department.
11. **REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (R.P. Assembly):** Assembly for preventing backflow which has two check valves, a differential relief valve located between the two check valves, two shut-off valves, one on the upstream side and the other on the downstream side of the check valves, and four test cocks for checking the water tightness of the check valves and the operation of the relief valve.
12. **THERMAL EXPANSION:** The pressure created by the expansion of heated water. Thermal expansion will cause water to backflow into the potable water system.

Revision of 13.20.610 DEFINITIONS:

Definitions were modified or added as recommended by the Oregon Health Authority – Drinking Water Division.

13.20.620 CROSS-CONNECTIONS PROHIBITED

The installation or maintenance of a cross-connection which may endanger the water quality of the potable water supply system of the purveyor is unlawful and is prohibited. Any such cross-connection now existing or hereafter installed is hereby declared to be a public hazard and the same shall be abated. The control or elimination of cross-connections shall be in accordance with this Chapter and in compliance with OAR Chapter 333, the Oregon Administrative Rules for Public Drinking Water Systems.

The Public Works Director will have the authority to establish requirements more stringent than State regulations if it is deemed necessary or the conditions so dictate. The purveyor will adopt rules and regulations as necessary to carry out the provisions of this

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Chapter. The Public Works Director is hereby authorized to enforce the provisions of this Chapter in the inspection of existing, new, and remodeled buildings. (Ord. 666, section 2, 1990)

13.20.630 USE OF BACKFLOW PREVENTION ASSEMBLIES

1. A water service connection will not be installed or maintained by the purveyor unless the water supply is protected as required by applicable provisions of state law and this Chapter. Water service to any premises will be discontinued by the purveyor if a backflow prevention assembly required by state law and/or this Chapter is not installed, tested, and maintained, or if it is found that a backflow prevention assembly has been removed or by-passed, or if an unprotected cross-connection exists on the premises. Water service will not be restored until such conditions or defects are corrected.
2. The premise owner's water piping system shall be open for inspection and testing at all reasonable times by authorized representatives of the purveyor to determine whether cross-connections, or other violations of these regulations, exist. When such a condition becomes known, the Public Works Director may deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with the state statutes, administrative rules and City code relating to plumbing and water supplies and the regulations adopted pursuant thereto.
3. Backflow prevention assemblies may be required under circumstances including, but not limited to, the following:
 - a. Premises having an auxiliary water supply;
 - b. Premises having cross-connections that are not correctable or intricate plumbing arrangements which make it impractical to ascertain whether or not cross-connections exist;
 - c. Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
 - d. Premises having a history of cross-connections being established or re-established;
 - e. Premises on which any deleterious substance is handled in a manner that may permit entry of same into the public water supply, or where a cross-connection could reasonably be expected to occur. This will include the handling of process waters and cooling waters;

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- f. Premises where materials of a toxic or hazardous nature are handled in such a way that if a backflow incident should occur, a health hazard might result;
 - g. The following types of facilities may fall into one of the above categories where a backflow prevention assembly is required to protect the public water supply. A backflow prevention assembly shall be installed at these facilities unless the purveyor determines that no hazard exists. [*See OAR Chapter 333 of the Oregon Administrative Rules*].
 - o Hospitals, mortuaries, clinics
 - o Laboratories
 - o Metal plating industries
 - o Piers and docks
 - o Sewage treatment plants
 - o Food or beverage processing plants
 - o Chemical plants using a water process
 - o Petroleum processing or storage plants
 - o Radioactive material processing plants or nuclear reactors
 - o Others specified by the purveyor
 - o Underground irrigation systems
4. The type of protective assembly required will depend on the degree of hazard which exists:
- a. An air-gap separation or a reduced-pressure-principle backflow prevention assembly shall be installed where the public water supply may be contaminated by a physical, chemical, biological, or radiological substance or matter that creates a health hazard.
 - b. A double check valve assembly or a reduced-pressure-principle backflow prevention assembly shall be installed where the public water supply may be impaired to a degree which does not create a health hazard but which does adversely affect the aesthetic qualities of the water.
5. Backflow prevention assemblies required by this Chapter shall be installed in accordance with OAR Chapter 333 and the Oregon Plumbing Specialty Code.
6. Backflow prevention assemblies required by this Chapter shall be assemblies approved by the Oregon Health Authority.
7. Provision and installation of backflow prevention assemblies, where required, will be the responsibility of the property owner.

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8. It shall be the responsibility of the property owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made at least once per year. In those instances where the Public Works Director deems the hazard to be great enough the City may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the property owner and shall be performed by a certified tester approved by the Oregon Health Authority. It shall be the duty of the Public Works Director to see that these tests are completed in a timely manner. Backflow prevention assemblies shall be repaired, overhauled, or replaced at the expense of the property owner whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be sent to the public works department.
9. Failure of the property owner to cooperate in the installation, maintenance, testing, or inspection of backflow prevention assemblies required by this Chapter or by state law shall be grounds for the termination of water service to the premises. (Ord. 666, section 3, 1990)

13.20.630 USE OF BACKFLOW PREVENTION DEVICE

Entire Section was modified to reflect changes from OAR Chapter 333 regarding backflow prevention and to try and simplify the language in the City's ordinance. The City is required to have a backflow program.

13.20.640 CROSS-CONNECTION INSPECTION

1. Inspections may be conducted on new and existing industrial, commercial, or other facilities which have been classified as hazardous and where it is reasonable to anticipate the potential for cross-connections as determined by the Public Works Director. Such inspections will be made by the purveyor or designee.
2. Inspections for the purpose of ascertaining whether cross-connections exist may be conducted at the discretion of the Public Works Director on all new and existing buildings, structures, or improvements of any nature that may receive or are now receiving water through the City's water system. Such inspections will be made by the purveyor or designee. (Ord. 666, section 4, 1990)

13.20.640 CROSS-CONNECTION INSPECTION

Modifies language to allow City discretion to inspect backflow devices when the type of industrial, commercial or other facility is classified as potentially hazardous for cross-connection and backflow of water from the site back into the City water system.

Mike Brash is the City's authorized backflow specialist and program manager.

13.20. Control of Cross Connections
Revised June 2013

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13.20.650 FEES

Fees authorized pursuant to this Chapter will be set by resolution. (Ord. 666, section 5, 1990; Ord.874, section 45, 2004)

13.20.650	FEES	Authorizes setting fees by resolution.
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13.20.660 INSTALLATION PERMITS

If cross-connection control assemblies are found to be necessary, the owner of the property served must apply to the local building authority for a permit for the specific installation. (Ord. 666, section 6, 1990)

13.20.660	INSTALLATION PERMITS	Clarifies that plumbing permits are issued by the “building authority” not by the “public works department”.
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13.20.670 LIABILITY

This Chapter shall not be construed to hold the City responsible for any damage to persons or property by reason of the inspection or testing herein, or the failure to inspect or test or by reason of approval of any cross-connection. (Ord. 666, section 7, 1990)

13.20.680 PENALTIES

Each violation of the provisions of this Chapter shall be punishable by a fine not to exceed \$500.00. (Ord. 666, section 8, 1990; Ord. 874, section 46, 2004)

13.20.690 SEPARATE VIOLATIONS

Each day that a violation of this Chapter continues shall constitute a separate violation. (Ord. 666, section 9, 1990)



CITY OF STAYTON

MEMORANDUM

TO: Mayor A. Scott Vigil and City Councilors

THRU: Don Eubank, City Administrator

**FROM: Brenda Kuiken, Sewer System Supervisor
Tom Etzel, Public Works Supervisor
Dave Kinney, Public Works Director**

DATE: June 17, 2013

SUBJECT: Sewer Cleaner Truck Purchase Recommendation

Issue

Should the City Council award the replacement of the sewer cleaning truck to Atlantic Machinery, Inc for \$342,778 (see attachment A)?

Background

On March 4, 2013 city staff presented a phased approach to purchasing three large vehicles for the Public Works department. We are currently entering into the second phase, the purchase of a sewer cleaning truck. Since the cost of each vehicle is more than \$150,000, Chapter 3.04 of the Stayton Code requires the City Council to approve the purchase of each vehicle when a final purchase price or bid is obtained.

The sewer cleaning truck is scheduled for replacement this year and the funds are available to purchase the vehicle in the Vehicle Replacement Fund.

Description of truck, its use and current problems

The sewer cleaning truck is used for a variety of maintenance activities by multiple Public Works crews/employees. This truck is generally shared between the Sewer Collections/Stormwater employee and the Water Distribution crew. It is used to clean storm lines and

catch basins, sewer lines, manholes and lift stations, clear blockages in storm and sewer lines, excavate for emergency repairs of water services and water mains and under utilities like water lines, power, telephone, gas, etc. This truck is a 1999 Vac-Con unit which was purchased used in 2008 in order to conserve money in the vehicle replacement fund, but it has now come to the end of its useful life. With the addition of a Sewer Collections employee the truck has been in constant use over the past several years and now the working components of the truck have over 4000 hours on them. These hours equate to over 350,000 miles on the main motor. Of the work week the truck is generally out in the field three days each week, in for repair on the fourth day and ready for emergency call-outs on the fifth day. Generally this means that the crew members working on the truck are not able to attend to their assigned duties as they need to get the truck running and available should an emergency arise. This down time has accumulated rapidly over the course of the summer and it is apparent that City staff could spend more time working on their assigned duties if the truck did not need as much repair work done each week.

Staff Recommendations

It is our recommendation that we purchase the sewer cleaning truck now with the expectation that the truck will need to be built and delivered by the end of this summer.

Fiscal Impact

The “Vehicle Replacement Fund” is used to set aside money each year to enable the City to purchase vehicles on a regular schedule. The schedule lists every vehicle, replacement cost and the projected year it will be replaced.

Each year, the City transfers money from the water, sewer, streets and general funds to the Vehicle Replacement Fund. This money is set aside for each functional area. On July 1, 2013 the Vehicle Replacement Fund will have approximately \$920,000 in assets. Staff estimates the available balances for each public works functional area as follows:

Vehicle Replacement Fund

	Balance Available per Department	Allocation of Costs of this vehicle purchase Per Department
Water	\$ 110,000	\$ 103,000
Sewer	\$ 710,000	\$ 240,000

This vehicle has been put out to bid by other agencies so the City can benefit from their cost and effort by piggybacking off their contracts. The sewer cleaning truck will cost about \$342,800.

The sewer cleaning truck was bid through a competitive bid process by National Joint Powers Alliance (NJPA) which is a public agency established through Minnesota State Statute in 1978. Oregon statutes § 279A.205 and 279.220 allow the City of Stayton to piggyback off the work that has already been done by NJPA and award the bid to the lowest bidder. In the case of the sewer cleaning truck the lowest bidder was Atlantic Machinery, Inc. Their bid is as follows:

TOTAL SEWER CLEANING TRUCK COST:	\$ 347,778.00
DEMONSTRATOR DISCOUNT:	(\$ 5,000.00)
TOTAL PRICE AFTER DISCOUNT	\$ 342,778.00

The City will keep the existing Vactor truck for a few months before taking it to State Surplus or selling the vehicle to another public agency. We can expect to get \$20,000+/- when it is sold.

MOTION(S):

If the Council concurs with the direction the staff is taking:

- 1) Offer a motion to award the replacement of the sewer cleaning truck to Atlantic Machinery Inc for the total price after demonstrator discount of \$342,778.

If the Council wants staff to provide more information on any vehicle or fiscal information

- 2) Offer a motion to table the issue for further discussion & direct the staff to provide additional information on _____.

If the Council feels it is not the appropriate time to move forward with vehicle purchases or the staff has not provided sufficient information:

- 3) Either do nothing or move to reject the sewer cleaning truck proposal at this time.

ATLANTIC MACHINERY INC.

Sewer and Street Equipment Specialists

COMBINATION JET/VACUUM SEWER CLEANER
NJPA CONTRACT: 031710-AMI

5/24/13

Customer: CITY OF STAYTON
Participating Dealer: Enviro-clean Equipment

Shipping: OREGON

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V350/850	
2014 Freightliner Model 114SD ISC 350 HP Diesel Engine Chassis with Auto transmission and A/C, 4X2 43,000 GVWR,	
Body mounting on Chassis	
10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) - 8" diameter intake hose and boom, travel tie down post with latch, 270 degree boom rotation	
Front Articulating hydraulic hose reel with 600' X 1" Jet Hose capacity (swings 3' out beyond side of truck chassis) with manual hose rewind guide	
850 Gallon polyethylene water tank capacity with 10 year warranty	
5 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overflow protection	
600' of 3/4" x 3000 PSI Parker Jet hose	
Auxiliary engine (water pump operation) diesel, 131 HP	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM with cyclone separator, no exceptions	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive of vacuum system with pump upgrade	
Giant Water pump rated 50 GPM @ 3000 PSI with smooth continuous pressure	
Hydraulic reel mounted behind front bumper	

Requirement Specification	
Debris body Power Flush-out system with 8 jets	
Flush out connection for rear door valve	
6" Knife valve with lever action in lieu of 5" butterfly valve	
Heavy reinforced elbow, wear back	
Rear splash guard (4-8 O'Clock)	
Rubber pad on standard deflector	
Air purge system	
1/4 turn ball valve water drain	
Variable flow valve	
20' 6" aluminum intake pipe (1 - 3', 1 - 5' , 1 - 6' and 1 - 6.5' catch basin nozzle)	
Folding pipe rack (3) mounted rear door	
Folding pipe rack (3) mounted driver side	
Folding pipe rack (3) mounted passenger side	
Storage box behind cab tool box 16" x 42" x 96"	
Two roll out shelves for behind cab tool box	
Hydraulic power tool option, front bumper mounted	
Three LED Strobe lights, front mounted with guards	
LED strobe light rear mounted	
Two mirror mounts for front strobe lights	
LED Arrow stick	
Limb guard for rear strobe light	
ICC-LED lighting package	
Low water alarm	
Remote wire less control system	
6 way pendant control station	

Requirement Specification	
Back up alarm	
50" capacity retractable hand gun hose reel with hose	
Hydro excavation package with reel, hose, quick disconnects, heavy duty unloader valve, 48" x 1/2" stainless steel lance with adjustable grip, horizontal spray	
8" adjustable air gap tube	
Extra 8" quick clamp	
Auxiliary engine remote oil drain	
Remote boom grease zerk assembly	
Remote debris tank grease assembly	
Dual roller level wind guide	
3/4" x 30 GPM standard nozzle	
3/4" x 10' leader hose	
Plastic engraved decals - adhesive type	
3/4" x 10' leader hose	
Omnibus -2 electronic controller system - color monitor	
Omnibus footage counter	
Auxiliary engine driven hydraulics	
Water pump remote oil drain	
Vac-Con manual on CD	
LED boom mounted flood lights	
LED flood light level wind guide	
Air dryer Bendix D-9	
Air horn - single base	
Block heater	
Remote chassis engine start switch	

Requirement Specification	
All aluminum wheels	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator, rated 50 GPM	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Paint : Body unit : TBA Stripes: White safety or Blue Safety	
Consignee Delivery and training to customer facility	
TOTAL UNIT COST EACH	\$347,778.00
Demonstrator discount	(\$5,000.00)
TOTAL FINAL SALES PRICE	\$342,778.00

Delivery is 30-45 Days after receipt of order.

NJPA CONTRACT NO 031710-AMI

VENDOR: ATLANTIC MACHINERY, INC
2628 GARFIELD AVE
SILVER SPRING, MD 20910
301-585-0800

CONTACT: M.J. DUBOIS

EMAIL MJDUBOIS@ATLANTICMACHINERYINC.COM



MEMORANDUM

TO: A. Scott Vigil and Stayton City Councilors

FROM: Christine Shaffer, Finance Director

DATE: June 17, 2013

SUBJECT: Resolution No. 900, Authorizing changes to the adopted 2012-2013 Budget.

ISSUE: Authorization of appropriation transfer in the 2012-2013 adopted budget.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution No. 900, which authorizes changes to the adopted 2012-2013 budget, in accordance with State Budget Law.

BACKGROUND INFORMATION: The Public Works fund has higher than expected Legal fees this fiscal year \$15,000 was budgeted and so far \$31,474.79 has been spent this year. The Material and services category only has \$6,261.59 for the remainder of the year with additional Legal and Engineering bills anticipated.

FACTS AND FINDINGS: Occasionally, it becomes necessary after the budget is adopted to increase the total expenditures of a category within a fund. Oregon Revised Statutes 294.450, *Transfers of appropriations within fund or from one fund to another; appropriation of pass-through revenues*, allows for the transfer of existing appropriations within the same fund. A transfer of appropriation is a decrease of one existing appropriation and a corresponding increase of another existing appropriation. In this case, the net effect to the fund is zero. To transfer an appropriation, the governing body must pass a resolution authorizing the transfer.

FISCAL IMPACT: The net impact to both funds is zero, as described above.

OPTIONS:

1. Adopt the resolution as presented.
2. Not adopt the resolution and be non-compliant with Local Budget Law.

MOTION(S):

For Option 1: Offer a motion to adopt Resolution No. 900, which authorizes the requested transfer of appropriations in the Public Works Administration fund.

For Option 2: No motion necessary.

RESOLUTION NO. 900

A RESOLUTION AUTHORIZING CHANGES TO THE ADOPTED 2012-13 BUDGET

WHEREAS, after the budget process for the 2012-2013 Fiscal Year, additional unanticipated expenditures occurred in the Public Works Fund;

WHEREAS, higher than anticipated expenditures in legal services occurred in the Public Works Fund amounting to a potential over expenditure of Material and Services in the amount of \$10,000;

WHEREAS, in order to lawfully comply with the requirements of Local Budget Law, a transfer of appropriation is necessary;

WHEREAS, Oregon Revised Statutes 294.450 allows for the transfer of appropriations decreasing an existing appropriation in a fund and increasing an existing appropriation in the same fund.

NOW, THEREFORE,

BE IT RESOLVED that the City Council wishes to comply with Local Budget Law and transfer existing appropriations within the same fund; and,

BE IT FURTHER RESOLVED that a transfer should be made in the Public Works Fund reducing Contingency in the amount of \$10,000 and increasing Material and Services in the amount of \$10,000; and,

This Resolution shall become effective upon its adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL this 17th day of June, 2013.

CITY OF STAYTON

Signed: _____, 2013

By: _____
A. Scott Vigil, Mayor

Signed: _____, 2013

ATTEST: _____
Don Eubank, City Administrator

APPROVED AS TO FORM:

David A. Rhoten, City Attorney



MEMORANDUM

TO: Mayor Scott Vigil and the Stayton City Council
FROM: Christine Shaffer, Finance Director
DATE: June 17, 2013
SUBJECT: Monthly Finance Department Report

Attached are the month-end reports for the major operating funds of the City. I have identified the following funds as the major operating funds: General Fund, Public Works Administration Fund, Library Fund, Water Fund, Sewer Fund, Street Fund and Swimming Pool Fund. If you have any questions, please let me know.

Departmental activity:

Utility Billing:	April 2013	May 2013
Number of Bills sent out	2,675	2,571
Delinquent Notices sent out	427	476
Courtesy Delinquent Notices sent to Landlords	208	229
Notified of Impending Shut off & Penalty	126	116
Customers with Interrupted Services Non-Payment	21	15
Services still Disconnected	0	0

Accounts Payable:	April 2013	May 2013
Number of Checks Issued	149	173
Total Amount of Checks	\$554,855.37	\$448,126.41

Accounts Receivable:	April 2013	May 2013
Number of Invoices Sent Out	7	5
Total Amount of Invoices	\$5,241.51	\$2,700.50

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

GENERAL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
PROPERTY TAXES	1,640,317.20	1,708,922.00	68,604.80	96.0
CHARGES FOR SERVICES	4,046.73	7,200.00	3,153.27	56.2
GRANTS & CONTRIBUTIONS	787.00	1,500.00	713.00	52.5
FRANCHISE FEES	636,870.79	626,000.00	(10,870.79)	101.7
LICENSES, PERMITS & FEES	28,288.78	16,000.00	(12,288.78)	176.8
FINES & FORFEITURES	45,659.29	20,500.00	(25,159.29)	222.7
INTERGOVERNMENTAL	169,760.34	163,200.00	(6,560.34)	104.0
INTEREST	2,002.04	1,000.00	(1,002.04)	200.2
MISCELLANEOUS/TRANSFERS	380,280.04	385,425.00	5,144.96	98.7
	<u>2,908,012.21</u>	<u>2,929,747.00</u>	<u>21,734.79</u>	<u>99.3</u>
<u>EXPENDITURES</u>				
NON-DEPARTMENTAL	328,323.87	411,000.00	82,676.13	79.9
ADMINISTRATION	396,341.81	461,973.00	65,631.19	85.8
POLICE	1,641,570.45	1,866,232.00	224,661.55	88.0
PLANNING	74,748.29	138,224.00	63,475.71	54.1
COMMUNITY CENTER	44,930.29	56,798.00	11,867.71	79.1
PARKS	116,271.95	141,576.00	25,304.05	82.1
STREET LIGHTING	94,835.10	103,915.00	9,079.90	91.3
	<u>2,697,021.76</u>	<u>3,179,718.00</u>	<u>482,696.24</u>	<u>84.8</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

PUBLIC WORKS ADMINISTRATION

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
INTEREST	159.00	100.00	(59.00)	159.0
MISCELLANEOUS/TRANSFERS	413,037.65	415,000.00	1,962.35	99.5
	413,196.65	415,100.00	1,903.35	99.5
 <u>EXPENDITURES</u>				
DEPARTMENT 80	362,509.46	438,423.00	75,913.54	82.7
	362,509.46	438,423.00	75,913.54	82.7

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

LIBRARY FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
PROPERTY TAXES	132,290.08	134,700.00	2,409.92	98.2
CHARGES FOR SERVICES	77,146.50	80,450.00	3,303.50	95.9
GRANTS & CONTRIBUTIONS	25,150.00	30,000.00	4,850.00	83.8
LICENSES, PERMITS & FEES	14,385.60	12,300.00	(2,085.60)	117.0
FINES & FORFEITURES	14,373.79	15,000.00	626.21	95.8
INTERGOVERNMENTAL	1,118.00	1,100.00	(18.00)	101.6
INTEREST	370.99	200.00	(170.99)	185.5
MISCELLANEOUS/TRANSFERS	129,779.25	131,100.00	1,320.75	99.0
	<u>394,614.21</u>	<u>404,850.00</u>	<u>10,235.79</u>	<u>97.5</u>
<u>EXPENDITURES</u>				
DEPARTMENT 80	<u>387,695.53</u>	<u>444,912.00</u>	<u>57,216.47</u>	<u>87.1</u>
	<u>387,695.53</u>	<u>444,912.00</u>	<u>57,216.47</u>	<u>87.1</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

WATER ENTERPRISE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
CHARGES FOR SERVICES	1,620,160.23	1,745,000.00	124,839.77	92.9
LICENSES, PERMITS & FEES	31,242.50	29,000.00	(2,242.50)	107.7
INTEREST	4,336.15	3,500.00	(836.15)	123.9
MISCELLANEOUS/TRANSFERS	454.66	11,000.00	10,545.34	4.1
	<u>1,656,193.54</u>	<u>1,788,500.00</u>	<u>132,306.46</u>	<u>92.6</u>
<u>EXPENDITURES</u>				
DEPARTMENT 86	2,167,587.42	2,324,761.00	157,173.58	93.2
	<u>2,167,587.42</u>	<u>2,324,761.00</u>	<u>157,173.58</u>	<u>93.2</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

SEWER ENTERPRISE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
CHARGES FOR SERVICES	2,491,644.76	2,626,680.00	135,035.24	94.9
INTEREST	12,046.06	9,000.00	(3,046.06)	133.9
MISCELLANEOUS/TRANSFERS	55,033.19	2,500.00	(52,533.19)	2201.3
	<u>2,558,724.01</u>	<u>2,638,180.00</u>	<u>79,455.99</u>	<u>97.0</u>
<u>EXPENDITURES</u>				
DEPARTMENT 86	2,353,629.86	3,405,469.00	1,051,839.14	69.1
	<u>2,353,629.86</u>	<u>3,405,469.00</u>	<u>1,051,839.14</u>	<u>69.1</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

STREET FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
CHARGES FOR SERVICES	78,747.35	84,000.00	5,252.65	93.8
LICENSES, PERMITS & FEES	3.61	.00	(3.61)	.0
INTERGOVERNMENTAL	729,496.22	861,119.00	131,622.78	84.7
INTEREST	521.39	250.00	(271.39)	208.6
MISCELLANEOUS/TRANSFERS	13.65	250.00	236.35	5.5
	<u>808,782.22</u>	<u>945,619.00</u>	<u>136,836.78</u>	<u>85.5</u>
 <u>EXPENDITURES</u>				
DEPARTMENT 80	<u>673,400.37</u>	<u>977,462.00</u>	<u>304,061.63</u>	<u>68.9</u>
	<u>673,400.37</u>	<u>977,462.00</u>	<u>304,061.63</u>	<u>68.9</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 12 MONTHS ENDING JUNE 30, 2013

SWIMMING POOL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
PROPERTY TAXES	151,794.63	153,400.00	1,605.37	99.0
CHARGES FOR SERVICES	101,726.41	105,000.00	3,273.59	96.9
GRANTS & CONTRIBUTIONS	45,016.00	20,000.00	(25,016.00)	225.1
INTEREST	339.71	300.00	(39.71)	113.2
MISCELLANEOUS/TRANSFERS	75,972.21	79,000.00	3,027.79	96.2
	<u>374,848.96</u>	<u>357,700.00</u>	<u>(17,148.96)</u>	<u>104.8</u>
 <u>EXPENDITURES</u>				
DEPARTMENT 86	<u>290,639.35</u>	<u>408,958.00</u>	<u>118,318.65</u>	<u>71.1</u>
	<u>290,639.35</u>	<u>408,958.00</u>	<u>118,318.65</u>	<u>71.1</u>



MEMORANDUM

TO: Mayor Vigil and the Stayton City Council
FROM: Rich Sebens, Chief of Police
SUBJECT: Monthly Crime Rate Comparison Statistical Sheets
DATE: June 17, 2013

Below you will see the stats for the Police Department for the month of May.

	May 2013	Year to Date 2013	May 2012	Year to Date 2012
Police Activity	908	4103	918	4064
Investigated Incidents	385	1739	407	1691
Citations/Warning	217	1224	331	1438
Traffic Accidents	8	39	16	58
Arrests	73	388	75	341
Reserve Volunteer Hours	347	1843	311	1469
Citizen Volunteer Hours	23	296.75	N/A	N/A
Peer Court Referrals:	4	11	3	28

STAYTON POLICE DEPARTMENT CONSOLIDATED MONTHLY CATEGORIZED REPORT-NIBRS 5/1/2013 - 5/31/2013

	CRIMES			CRIMES CLEARED				PERCENT CLEARED				PERSONS ARRESTED			
	1/1/13 to 5/31/13		1/1/12 to 5/31/12	5/1/13 to 5/31/13		1/1/12 to 5/31/12		5/1/13 to 5/31/13		1/1/12 to 5/31/12		5/1/13 to 5/31/13		1/1/13 to 5/31/13	
	5/1/13 to 5/31/13	1/1/13 to 5/31/13	% Change Yr to Yr	5/31/13	1/1/13 to 5/31/13	5/31/12	1/1/12 to 5/31/12	5/31/13	1/1/13 to 5/31/13	5/31/12	1/1/12 to 5/31/12	Juv	Adult	Total	5/31/13 to 5/31/13
NON-CRIMINAL															
ACCIDENT-INJURY	0	4	-33.3%	6											
ACCIDENT-PROPERTY	5	17	-51.4%	35											
ALL OTHER NON-CRIMINAL	278	1,203	3.6%	1,161											
NON CRIM DOMESTIC DISTURB	15	49	-5.8%	52											
NON-CRIMINAL TOTALS	298	1,273	1.5%	1,254											
PERSON															
AGGRAVATED ASSAULT	1	7	16.7%	6	1	7	5	100.0%	100.0%	83.3%	0	1	1	0	8
KIDNAPPING	0	2	100.0%	1	0	2	1	0.0%	100.0%	100.0%	0	0	0	0	0
OFFENSE AGAINST FAMILY	0	1	-50.0%	2	0	1	2	0.0%	100.0%	100.0%	0	0	0	0	0
OTHER ASSAULTS	6	30	-6.3%	32	5	24	26	83.3%	80.0%	81.3%	1	2	3	21	21
RAPE	0	0	-100.0%	1	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0
RESTRAINING ORDER VIOLATION	0	4	300.0%	1	0	3	1	0.0%	75.0%	100.0%	0	0	0	0	1
SEX OFFENSES	0	5	-58.3%	12	0	0	9	0.0%	0.0%	75.0%	0	0	0	0	1
PERSON TOTALS	7	49	-10.9%	55	6	37	44	85.7%	75.5%	80.0%	1	3	4	37	42
PROPERTY															
ARSON	0	1	0.0%	0	0	1	0	0.0%	100.0%	0.0%	0	0	0	0	0
BURGLARY - BUSINESS	0	2	-80.0%	10	0	1	1	0.0%	50.0%	10.0%	0	0	0	0	1
BURGLARY - OTHER STRUCTURE	0	4	0.0%	4	0	1	1	0.0%	25.0%	25.0%	0	0	0	0	1
BURGLARY - RESIDENCE	1	9	-64.0%	25	0	2	2	0.0%	22.2%	8.0%	0	0	0	2	2
COUNTERFEITING/FORGERY	1	7	40.0%	5	0	1	3	0.0%	14.3%	60.0%	0	0	0	1	7
FRAUD	11	31	40.9%	22	4	11	9	36.4%	35.5%	40.9%	0	5	5	10	12
LARCENY															
Pickpocket	0	1	0.0%	1	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0
Purse Snatching	0	2	0.0%	2	0	0	1	0.0%	0.0%	50.0%	0	0	0	0	2
Shoplifting	13	41	141.2%	17	8	27	12	61.5%	65.9%	70.6%	1	7	8	32	10
Theft from a Motor Vehicle	1	31	19.2%	26	0	2	2	0.0%	6.5%	7.7%	0	0	0	0	3
Theft of MV Parts/Accessories	1	5	-44.4%	9	0	0	1	0.0%	0.0%	11.1%	0	0	0	0	0
Theft of Bicycle	0	2	-81.8%	11	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0
Theft from Building	1	12	50.0%	8	0	5	2	0.0%	41.7%	25.0%	0	0	0	6	0
All Other Larceny	6	56	27.3%	44	0	9	13	0.0%	16.1%	29.5%	0	2	2	10	10
LARCENY	22	150	27.1%	118	8	43	31	36.4%	28.7%	26.3%	1	9	10	50	25
MOTOR VEHICLE THEFT	1	6	-53.8%	13	0	1	1	0.0%	16.7%	7.7%	0	1	1	2	2

	CRIMES			CRIMES CLEARED BY ARREST & EXCEPTION			PERCENT CLEARED			PERSONS ARRESTED			
	5/1/13	1/1/13 to 5/31/13	1/1/12 to 5/31/12 % Change Yr to Yr	5/1/13 to 5/31/13	1/1/13 to 5/31/13	1/1/12 to 5/31/12	5/1/13 to 5/31/13	1/1/13 to 5/31/13	1/1/12 to 5/31/12	5/1/13 to 5/31/13	1/1/13 to 5/31/13	1/1/12 to 5/31/12	
	to 5/31/13	to 5/31/13		to 5/31/13	to 5/31/13	to 5/31/12	to 5/31/13	to 5/31/13	to 5/31/12	Juv Adult Total	Juv Adult Total	to 5/31/12	
ROBBERY	0	1	2	0	1	1	0.0%	100.0%	50.0%	0	0	0	1
STOLEN PROPERTY	1	3	1	0	2	1	0.0%	66.7%	100.0%	0	0	0	4
VANDALISM	9	52	55	2	11	12	22.2%	21.2%	21.8%	1	1	2	10
PROPERTY TOTALS	46	266	255	14	75	62	30.4%	28.2%	24.3%	2	16	18	84
SOCIETY	17	97	93	10	61	56	58.8%	62.9%	60.2%	0	3	3	25
ALL OTHER	1	1	0	1	1	0	100.0%	100.0%	0.0%	0	1	1	1
ANIMAL	1	10	8	1	10	8	100.0%	100.0%	100.0%	1	0	1	13
CURFEW	0	0	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0
CUSTODY-MATERIAL WITNESS	1	4	3	1	4	3	100.0%	100.0%	100.0%	0	1	1	4
CUSTODY-MENTAL	3	13	33	2	12	31	66.7%	92.3%	93.9%	0	3	3	15
DISORDERLY CONDUCT	2	12	3	2	12	3	100.0%	100.0%	100.0%	0	2	2	12
DR WHILE SUSP	3	20	30	3	20	30	100.0%	100.0%	100.0%	0	3	3	20
DRIVING UNDER INFLUENCE	0	3	2	0	3	2	0.0%	100.0%	100.0%	0	0	0	4
ELUDING	0	1	0	0	1	0	0.0%	100.0%	0.0%	0	0	0	1
ESCAPE	1	2	0	1	2	0	100.0%	100.0%	0.0%	0	1	1	2
FAIL TO DISPLAY DL	7	52	32	6	51	32	85.7%	98.1%	100.0%	0	1	1	16
FUGITIVE	3	18	17	0	3	3	0.0%	16.7%	17.6%	0	0	0	2
HIT & RUN	0	2	9	0	2	9	0.0%	100.0%	100.0%	0	0	0	3
LIQUOR LAWS	1	14	7	0	13	7	0.0%	92.9%	100.0%	0	0	0	12
MIP TOBACCO	10	34	30	9	30	29	90.0%	88.2%	96.7%	1	13	14	37
NARCOTICS/DRUGS	1	3	7	0	1	1	0.0%	33.3%	14.3%	0	0	0	0
PROP RECOV - FOR OTHER AGENCY	0	0	2	0	0	2	0.0%	0.0%	100.0%	0	0	0	0
RECKLESS DRIVING	5	23	13	5	21	13	100.0%	91.3%	100.0%	5	0	5	19
RUNAWAY	0	0	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0
SEX OFFENSES	5	26	20	2	18	16	40.0%	69.2%	80.0%	0	3	3	13
TRESPASS	0	2	1	0	1	1	0.0%	50.0%	100.0%	0	0	0	0
VEH RECOV - FOR OTHER AGENCY	4	11	20	4	11	20	100.0%	100.0%	100.0%	0	12	12	64
WARRANT	2	7	4	1	5	4	50.0%	71.4%	100.0%	0	1	1	4
WEAPONS													
SOCIETY TOTALS	67	355	334	48	282	270	71.6%	79.4%	80.8%	7	44	51	267
GRAND TOTALS	418	1,943	1,898										



MEMORANDUM

TO: Mayor Vigil and the Stayton City Council

FROM: Rich Sebens, Chief of Police

SUBJECT: Prescription Drug Turn-In Drop Off Box

DATE: June 17, 2013

In 2012 there were 19 drug related deaths in Marion County which is up from 10 in 2011. The majority of these deaths were from heroin. This is a direct result of prescription drug abuse as heroin usually starts with narcotic pain medication abuse. The National High Intensity Drug Traffic Area (HIDTA) for our region offered us a grant to purchase a “drug take back” box for the Police Department lobby. We received the box this past week and it will be installed by Public Works in the very near future. This box will allow the public to drop off their unused medications 24 hours a day. The drop off site will not only help prevent medications from being accessible to the wrong people but it will also help keep the medications out of the sewer system making the sewer treatment plant’s job just a little bit easier.





CITY OF STAYTON

MONTHLY OPERATING REPORT

TO: Mayor A. Scott Vigil and the Stayton City Council

FROM: Jennifer Russell, Administrative Assistant

THRU: Dave Kinney, Public Works Director

DATE: June 17, 2013

SUBJECT: May Monthly Operating Report

KEY ACTIVITIES **STATUS**

- **WWTP Facility** Effluent flows: 30.90 million gallons were treated during May. The highest flow was 1.32 million gallons on May 31st, and the lowest flow was 0.80 million gallons on May 11th. The average flow was 1.00 million gallons. Total rainfall for May was 3.79 inches. 22.15 tons of dewatered biosolids were produced.
- **WTP** Highest production day was 3,013,000 on the May 12th.
- **Water System** City crews replaced 3 meters and repaired a water service at 382 E. Washington, at 684 4th and 618 4th. Water main repair at 2nd and Florence. Fire hydrant and control valve changed at Peach and Washington. Replaced a 10 inch water valve at Gardner and Locust and installed a 10 inch line valve at Locust and Heritage Loop. Replaced a water valve box at Ida and Washington. Repaired a fire hydrant at 2201 3rd Ave.
- **Streets** Swept 19250 curb miles and removed approximately 66 cubic yards of material.
- **Parks** Volunteer High School Life Skills: 35.5 hours; Volunteers: 0 hours
- **Building Permits**

<u>Permit Type</u>	<u>Issued</u>	<u>SDC's Paid</u>
New Single Family Dwelling	0	0
Residential Building Addition/Alteration/Other	2	0
Commercial Building Addition/Alteration/Other	3	0
Electrical	2	0
Mechanical	0	0
Plumbing	2	0
TOTAL	9	0

One (1) Residential SDC = \$11,065



CITY OF STAYTON

MONTHLY OPERATING REPORT

TO: Mayor Scott Vigil and the Stayton City Council

FROM: Alissa Angelo, Deputy City Recorder

THRU: Don Eubank, City Administrator

DATE: June 17, 2013

SUBJECT: May Pool Monthly Operating Report

SALES

	May 2013 SALES	2012-2013 YTD	May 2012 SALES	2011-2012 YTD
Swim Lessons	\$ 240.00	\$ 15,052.25	\$ 100.00	\$ 12,781.55
Daily Receipts	\$ 2,539.60	\$ 23,712.17	\$ 1,981.35	\$ 30,812.00
Pool Rentals	\$ 1,190.00	\$ 13,162.50	\$ 625.00	\$ 11,486.10
Pool Vending	\$ 0.00	\$ 1,263.41	\$ 85.45	\$ 2,216.78
Memberships	\$ 6,230.00	\$ 45,283.19	\$ 3,125.00	\$ 31,779.76
Lifeguard Training	\$ 0.00	\$ 555.00	\$ 0.00	\$ 0.00
Other	\$ 0.00	\$ 5.00	\$ 0.00	\$ 456.50
TOTAL	\$10,199.60	\$99,033.52	\$ 5,916.80	\$89,532.69

Target revenue above general fund and levy subsidies is **\$108,500**. YTD sales represent approximately **91%** of that target.



MEMORANDUM

TO: Mayor Scott Vigil and Stayton City Councilors

FROM: Louise Meyers

DATE: June 17, 2013

SUBJECT: Library Director's Report

On June 1st, the Library partnered with the Friends of the Family and held an event called "Grow into Reading" which was a family literacy fair. This served as the kick-off to our annual Summer Reading Program. It was held in the Library parking lot and involved many community groups that work with children such as Family Building blocks, A.C. Gilbert Discovery Village, the Kroc center, local Mom's clubs, preschools, as well as a "Petting Zoo" of Public Works, Fire and Police Department vehicles, a bounce house and much more.

The national theme for this year's Summer Reading Program is "Dig into Reading" for children, "Beneath the Surface" for teens, and "Groundbreaking Reads" for adults. There are many exhibits and guests scheduled to tie into this theme, including a speaker on the underground tunnels in Salem, an archeological dig in Oregon, an exhibit from the Oregon Historical Society on Oregon's geological formation called "150 years of Statehood, 150 Million Years in the Making." Also, each week there will be performances for the children, and free books for those who finish the summer program.

2012 - 2013 Monthly Library Statistics

	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	2011-12	2012-13 YTD	% Change
CHECKOUTS	13,918	11,223	10,448	12,667	11,707	9,573	13,050	10,935	11,798	11,041	11,240.00		136,693	127,600	-7%
INCOME Received															
Non-resident cards	\$1,046.00	\$692.00	\$307.00	\$705.00	\$1,647.00	\$325.00	\$655.00	\$689.00	\$652.00	\$1,235.70	\$535.00		\$9,911.00	\$8,488.70	-14%
Fines: overdue books	\$866.00	\$1,011.00	\$1,903.00	\$1,129.00	\$1,535.00	\$696.20	\$921.70	\$714.57	\$802.00	\$1,378.43	\$778.35		\$12,201.00	\$11,375.00	-7%
Room fees	\$109.00	0	\$526.25	\$49.50	\$538.25	\$648.00	\$566.00	\$245.00	\$413.00	\$97.00	\$1,365.00		\$985.00	\$4,844.75	392%
Fees-cards and lost books	\$776.00	\$140.00	\$299.00	\$127.00	\$171.00	\$283.00	\$84.20	\$52.00	\$91.00	\$40.00	\$52.00		\$2,743.00	\$2,115.20	-23%
												Total	\$25,848.00	\$26,783.65	4%
REFERENCE QUESTIONS															
Reference questions	559	528	461	543	561	376	506	415	491	518	465		5,270	5,423	3%
Telephone	302	346	290	327	292	246	328	286	232	301	297		3,483	3,247	-7%
												Total	8,753	8,670	-1%
INTERNET USE															
	1,916	1,837	1,482	1,580	1,507	1,526	1,640	1,721	1,595	1,611	1,851		19,742	18,266	-7%
PROGRAM ATTENDANCE															
Children/teens	827	224	199	341	252	183	356	398	308	383	370		4,313	3,841	-11%
Adults	350	79	100	185	134	101	193	216	131	187	156		3,154	1,832	-42%
Outreach	75	57	212	828	675	499	739	850	537	720	695		5,100	5,887	15%
												Total	12,567	11,560	-8%
MEETING ROOM ATTENDANCE															
	1,217	341	617	1,126	532	284	865	908	873	1,103	882		9,913	8,748	-12%
PATRON VISITS															
	9,383	8,069	6,721	8,194	7,441	6,355	8,194	7,043	7,637	7,700	7,496		87,563	84,233	-4%



CITY OF STAYTON
MEMORANDUM

TO: Mayor Scott Vigil and the Stayton City Council

FROM: Alissa Angelo, Deputy City Recorder
Don Eubank, City Administrator

DATE: June 17, 2013

SUBJECT: Informational – City Council Action Minutes

In recent months, staff has discussed the format and length of our current City Council minutes. City Council meetings are audio recorded, filmed for posting online and played on local cable channel 5. In an effort to streamline the minutes, we have looked at how other cities are doing what is known as “Action Minutes.” This form of minute taking only captures the action taken at the Council meeting. Attached you will find two samples, one from the City of Wilsonville and the other from the City of Waterloo.

If the Council would like to take action on moving forward with this change, staff will return with a request for action at the July 1, 2013 meeting.

**March 18, 2013
City Council Meeting Action Minutes**

DATE: MARCH 18, 2013	
LOCATION: 29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OR	
Time Start: 5:00 P.M.	Time End: 9:15 P.M.

ATTENDANCE LOG

COUNCILORS	STAFF	STAFF	STAFF
Mayor Knapp	Bryan Cosgrove	Stephan Lashbrook	Nancy Kraushaar
Councilor Goddard	Mike Kohlhoff	Mark Ottenad	Delora Kerber
Councilor Starr	Jeanna Troha	Dan Knoll	Joanne Ossanna
Councilor Fitzgerald	Sandy King	Kristin Retherford	Barbara Jacobson
Councilor Stevens	Delora Kerber	Steve Adams	Mike Ward
	Katie Mangle	Jen Massa	Steve Munsterman

AGENDA	ACTIONS
WORK SESSION	
Concerns – there were none	
1. TSP Draft Review	Council heard an overview chapter by chapter of the draft TSP document. Councilors asked questions and made comments which will be incorporated into the draft document.
2. Visitor Information Center/Tourism Strategic Plan Task Force	Staff presented rationale and recommendations for the negotiation of a mutual termination of the City’s Visitor Information Operating Agreement with the Chamber of Commerce effective 12/31/13, and for the establishment of a Task Force for the development of a Strategic Tourism Development Plan. Council can forward recommendations to the City Manager.
3. Housing Needs Analysis	Council was informed a consultant had been selected to perform f the City’s housing needs analysis. Councilor Goddard asked to see the Scope of Work and wanted to insure that different types of housing and number of units available in the City were listed.
4. Short Term Financing	A brief explanation of the reasons for the short term URA debt was provided.

REGULAR MEETING	
<p><u>City Manager's Business</u> – this item was moved to the beginning of the meeting to allow Councilor Fitzgerald to participate.</p> <p>Visitor Information Center/Tourism Strategic Plan Task Force</p>	<p>Councilors voted 5-0 to proceed with negotiating a mutual termination of the City's visitor information operating agreement with the Chamber of Commerce effective 12/31/13; and to Appoint a task force to develop a strategic tourism development plan for the city.</p>
<p><u>Mayor's Business</u></p> <ol style="list-style-type: none"> 1. Proclamation declaring Wilsonville HEAL City 2. Oregon Association of Water Utilities (OAWU) Water Operator of the Year Award 	<p>The purposes and benefits of becoming a HEAL city were explained by staff.</p> <p>Representatives of the OAWU presented the Operator of the Year award to Jerry Anderson for his leadership and mentoring.</p>
<p><u>Consent Agenda</u></p> <ol style="list-style-type: none"> 1. Resolution 2404 – authorizing acquisition of property re: reconstruction of Boeckman Road 2. February 21 and March 4, 2013 Minutes 	<p>Adopted 4-0.</p>
<p><u>Continuing Business</u></p> <p>Family Fun Center (item was place holder)</p>	<p>Issue resolved prior to meeting. No action needed or taken.</p>
<p><u>Public Hearing</u></p> <ol style="list-style-type: none"> 1. Resolution No. 2400 – establishing reimbursement district to refund West Linn-Wilsonville School District 2. Ordinance No. 714 – first reading amending chapter 6 Noise Regulations 	<p>No comments in opposition to either item, Resolution adopted 4-0.</p> <p>Ordinance adopted 4-0 on first reading; second reading will be April 1.</p>
URBAN RENEWAL AGENCY MEETING	
<p><u>New Business</u></p> <ol style="list-style-type: none"> 1. URA Resolution 227 – authorize issuance of \$7 million of West Side URA long term debt and retirement of \$7 million interest-only debt 2. URA Resolution 228 – authorize issuance of \$2 million short term UR bond for West Side UR District 3. URA Resolution 229 – authorizing issuance of \$3.5 million short term UR bond for Year 2000 Plan 	<p>All three resolutions Adopted 4-0</p>
<p><u>Consent Agenda</u></p> <ol style="list-style-type: none"> 1. URA Resolution 226 – renewing Town Center School Lease 2. March 4, 2013 URA meeting minutes 	<p>Adopted 4-0</p>

RECORDED BY: SCK

City of Waterloo
Regular Meeting/Public Land Hearing
March 18, 2013

Meeting called to order at 7:00 p.m. by President of Council Greg Maas as per Waterloo City Charter, Chapter IV, Section 18.2.a.

Roll Call: Councilors Present: Alan Edwards, H. Allen Shearer, Dennis Scott, Dustin Scott, Richard Nelson, and Greg Maas (Mayor pro-temp)
City Recorder: Cathy Nelson
Absent Mayor: Jim Cripe, excused.

Dustin Scott led the pledge.

Visitors Present: Bill Pippert of Waterloo, Kevin Faulk of Waterloo , Jon Arms of Waterloo, Jonny Maas of Waterloo and Rex Sutton of Waterloo.

Land Use Hearing: Called to order at 7:02pm.

- Motion made by Councilor **Richard Nelson** to approve permit #2013-01: variance request by Sutton. Motion seconded by Councilor **Dustin Scott**, with all members voting in favor. Motion passed. *Break called at 7:08pm until 7:10pm for to collect fees and process paperwork.*
- Motion made by Councilor **Dustin Scott** to approve permit #2013-03: conditional use permit in residential zoning by Faulk. Motion seconded by Councilor **Richard Nelson**, with all members voting in favor. Motion passed. Council will revisit conditional permit in September 2013 to verify that fence has been finished.
- Motion made by Councilor **Dustin Scott** to approve permit #2013-02: building application to replace existing home by Arms. Motion seconded by Councilor **Richard Nelson**, with all members voting in favor. Motion passed. *Break called at 7:30pm until 7:38pm to collect fees and process paperwork.*
- Building application by Sturdivant withdrawn. No discussion.
- Land use hearing closed at 7:39pm.

Minutes:

- Motion made by Councilor **H. Allen Shearer** to accept Minutes and all reports for Regular Meeting held February 11, 2013. Motion seconded by Councilor **Alan Edwards**, with all members voting in favor. Motion passed.
- Motion made by Councilor **Dustin Scott** to accept Minutes for Regular Meeting/Public Land Hearing held March 11, 2013. Motion seconded by Councilor **H. Allen Shearer**, with all members voting in favor. Motion passed.

Reports:

Mayor Report- None due to absence.

City Recorder/Financial- Report for March 2013 attached.
Street Master- Report for March 2013 attached.
Enforcement Officer- Report for March 2013 attached.
Councilors- Report for March 2013 attached.

Old Business:

- Council discussed the training DVD received from LOC/CIS and decided to discuss more during next meeting.
- Motion made by Councilor **Dustin Scott** to adopt Resolution 2013-01 "Employee Handbook". Motion seconded by Councilor **H. Allen Shearer**, with all members voting in favor. Motion passed.
- Council heard second reading by title of Ord. 5-104. Motion made by Councilor **Dustin Scott** to adopt Ord. 5-104: PacifiCorp Franchise Agreement. Motion seconded by Councilor **H. Allen Shearer**, with all members voting in favor. Motion passed. Ordinance will be sent to PacifiCorp for additional signatures.

New Business:

- Council discussed enforcement procedures and discussion process issues. Member of Council voiced personal opinions on the matter.
- Council discussed the "Welcome to Waterloo" sign. H. Allen Shearer will see if it can be ordered along with Street and Stop signs. More discussion during next meeting.
- Council discussed information on the ODOT/LOC "Special Cities" funding program. Council agreed to apply for Kay Street when the applications are received later in the month. More discussion during next meeting.

Bills:

Bills approved by Council Census during last scheduled meeting.

The next meeting of the Council will be a Regular Meeting set for Monday, April 8, 2013 at 7:00 p.m. at Seabrook/Waterloo City Hall.

Councilor **Dustin Scott** motioned to adjourn the meeting. Motion seconded by Councilor **Alan Edwards**, with all members voting in favor. Motion Passed.

Meeting adjourned at 8:45 p.m.

Accepted this _____ Day of _____, 2013

Submitted by City Recorder Cathy Nelson

Mayor, Jim Cripe