# AGENDA
# STAYTON CITY COUNCIL MEETING
## Monday, December 16, 2013

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

| | |
|---|---|
| **6:00 p.m.** | City Council Work Session (Community Center – North End) – Meeting with Salem City Councilor Diana Dickey |
| **6:30 p.m.** | City Council Work Session (Community Center – North End) – Discussion of the Stayton Municipal Court |
| **7:00 p.m.** | Regular Meeting (Community Center – North End) |

**CALL TO ORDER** **7:00 PM** **Mayor Vigil**

**FLAG SALUTE**

**ROLL CALL/STAFF INTRODUCTIONS**

**PRESENTATIONS/COMMENTS FROM THE PUBLIC**

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. December 2, 2013 City Council Action Minutes

***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**

**City Administrator Recruitment** **Action**

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

**NEW BUSINESS**

**Ordinance No. 964, Storm Water Utility Fee** **Action**

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

**Municipal Court Clerk Job Description** **Action**

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

**STAFF/COMMISSION REPORTS**

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

a. November 2013 Monthly Finance Department Report

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

a. November 2013 Statistical Report
b. Weather Update (verbal report)

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

a. November 2013 Operating Report

**Planning & Development Director's Report – Dan Fleishman**

a. November 2013 Activities Report

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

a. November 2013 Activities

**Pool Report – Lisa Eckis, YMCA** **Informational**

a. November 2013 Activities

**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. Annual Audit Report **Informational**

**BUSINESS FROM THE MAYOR**

a. Reappointment of Parks and Recreation Board members
    - Dennis Vietzke
    - Cherie Douglas
    - Pam Pugsley

**BUSINESS FROM THE COUNCIL**

**FUTURE AGENDA ITEMS**

a. Review of City Charter
b. Annexation Public Hearing

**ADJOURN**

# CALENDAR OF EVENTS

**DECEMBER 2013**

| | | | | |
|---|---|---|---|---|
| Monday | Dec 16 | City Council Work Session | 6:00 p.m. | Community Center (north end) |
| Monday | Dec 16 | City Council Work Session | 6:30 p.m. | Community Center (north end) |
| Monday | Dec 16 | City Council | 7:00 p.m. | Community Center (north end) |
| Wednesday | Dec 18 | Library Board | 6:00 p.m. | E.G. Siegmund Meeting Room |
| Wednesday | Dec 25 | **CITY OFFICES CLOSED IN OBSERVANCE OF CHRISTMAS** | | |

**JANUARY 2014**

| | | | | |
|---|---|---|---|---|
| **Wednesday** | **January 1** | **CITY OFFICES CLOSED IN OBSERVANCE OF NEW YEARS DAY** | | |
| Monday | January 6 | City Council | 7:00 p.m. | Community Center (north end) |
| Tuesday | January 7 | Parks & Recreation Board | 7:00 p.m. | E.G. Siegmund Meeting Room |
| Friday | January 10 | Community Leaders Meeting | 7:30 a.m. | Covered Bridge Café |
| Tuesday | January 14 | Commissioner's Breakfast | 7:30 a.m. | Covered Bridge Café |
| Wednesday | January 15 | Library Board | 6:00 p.m. | E.G. Siegmund Meeting Room |
| **Monday** | **January 20** | **CITY OFFICES CLOSED IN OBSERVANCE OF MARTIN LUTHER KING, JR. DAY** | | |
| Monday | January 21 | City Council | 7:00 p.m. | Community Center (north end) |
| Monday | January 27 | Planning Commission | 7:00 p.m. | Community Center (north end) |

**FEBRUARY 2014**

| | | | | |
|---|---|---|---|---|
| Monday | February 3 | City Council | 7:00 p.m. | Community Center (north end) |
| Tuesday | February 4 | Parks & Recreation Board | 7:00 p.m. | E.G. Siegmund Meeting Room |
| Monday | February 10 | PEG Access Commission | 12:00 p.m. | City Hall Conference Room |
| Tuesday | February 11 | Commissioner's Breakfast | 7:30 a.m. | Covered Bridge Café |
| Friday | February 14 | Community Leaders Meeting | 7:30 a.m. | Covered Bridge Café |
| Wednesday | February 19 | Library Board | 6:00 p.m. | E.G. Siegmund Meeting Room |
| **Monday** | **February 17** | **CITY OFFICES CLOSED IN OBSERVANCE OF PRESIDENTS' DAY** | | |
| Tuesday | February 18 | City Council | 7:00 p.m. | Community Center (north end) |
| Monday | February 24 | Planning Commission | 7:00 p.m. | Community Center (north end) |

**City of Stayton**
**City Council Meeting Action Minutes**
**December 2, 2013**

**LOCATION:** STAYTON COMMUNITY CENTER, 400 W. VIRGINIA STREET, STAYTON

**Time Start:** 7:00 P.M. **Time End:** 7:35 P.M.

**COUNCIL MEETING ATTENDANCE LOG**

| COUNCIL | STAYTON STAFF |
|---|---|
| Mayor Scott Vigil | Alissa Angelo, Deputy City Recorder |
| Councilor Emily Gooch | Dan Fleishman, Director of Planning & Development |
| Councilor Catherine Hemshorn | David Kinney, Public Works Director |
| Councilor Jennifer Niegel (excused) | Louise Meyers, Library Director (excused) |
| Councilor Henry Porter | Rich Sebens, Police Chief |
| Councilor Brian Quigley | Christine Shaffer, Interim City Administrator |
| | David Rhoten, City Attorney |

| AGENDA | ACTIONS |
|---|---|
| **REGULAR MEETING** | |
| **Presentations / Comments from the Public**<br>a. TMDL 5th Year Report Presentation by Brenda Kuiken, Sewer System Supervisor | Ms. Kuiken provided a brief overview of the yearly TMDL report. |
| **Announcements**<br>a. Additions to the Agenda<br><br>b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc. | None<br><br>None |
| **Consent Agenda**<br>a. November 18, 2013 City Council Meeting Minutes | Motion from Councilor Quigley, seconded by Councilor Gooch, to approve the consent agenda. **Motion passed 4:0.** |
| **Public Hearing** | None |
| **Unfinished Business**<br>a. Second Reading of Ordinance No. 962, Amendments in the Downtown Zone | Motion from Councilor Quigley, seconded by Councilor Hemshorn, to adopt the second consideration of Ordinance No. 962. **Motion passed 3:1 (Gooch).** |
| **New Business**<br>a. Resolution No. 906, Initiating Annexation of Street Rights of Way, Property Currently Partially in the City, and City-owned Property<br><br>b. Community Grant Request | Motion from Councilor Gooch, seconded by Councilor Porter, to adopt Resolution No. 906 as presented. **Motion passed 4:0.**<br><br>Motion from Councilor Hemshorn, seconded by Councilor Quigley, to award a Community Grant to the Stayton Community Food Bank in the amount of $500. **Motion passed 4:0.**<br><br>Councilor Quigley stated he would like to see any |

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| | organizations requesting a grant submit a budget similar to the Stayton Community Food Bank's. |
| **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** | None |
| **Future Agenda Items**<br>a. Review of City Charter<br>b. Storm Water Utility Fee | |

APPROVED BY THE STAYTON CITY COUNCIL THIS 18TH DAY OF December 2013, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

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

Date:_____ Attest:_____
Christine Shaffer, Interim City Administrator

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

DRAFT

**CITY OF STAYTON**

# M E M O R A N D U M

**TO:** **Mayor Scott Vigil and the Stayton City Council**

**FROM:** **Christine Shaffer, Interim City Administrator**

**DATE:** **December 16, 2013**

**SUBJECT:** **Conditional offer of employment for City Administrator**

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## ISSUE

***Conditional offer of employment to fill the vacancy of the City Administrator.***

## BACKGROUND INFORMATION

The City Council met in a work session on Wednesday December 11, 2013 to review the background report issued by Bill Carroll, for Keith Campbell a candidate for City Administrator. No adverse information was presented in the report the City Council is prepared to move forward in the process.

The Deputy City recorder and I have prepared a draft Employment Agreement and letter of conditional offer for the City Councils consideration and discussion.

Agreement terms:

- Three year agreement
- Effective March 1, 2014
- Two month severance
- $97,500 annual Salary
- Three weeks vacation
- Standard City benefits
- 6 month review annual thereafter

## RECOMMENDATIONS

1. Move forward with the recruitment process with Keith Campbell.

2. Do Nothing

**MOTIONS**

1. Offer a motion to direct staff to move forward in the recruitment process with candidate Keith Campbell.

2. No motion necessary.

# City of Stayton

*Administration • Finance*
362 N. Third Avenue • Stayton, OR 97383
Phone: (503) 769-3425 • Fax: (503) 769-1456


December 16, 2013

## CONDITIONAL OFFER OF EMPLOYMENT

Dear Keith Campbell,

Your application and background investigation for the position of City Administrator with the City of Stayton has been reviewed, and we hereby tender you a Conditional Offer of Employment for the above position, at a pay rate of $97,500 per year, together with the standard benefits package as provided by the City of Stayton for its employees.

Enclosed you will find the proposed Employment Agreement for your review. The Agreement has a tentative effective date of March 1, 2014. However, if you feel an earlier date can be accommodated please let us know. The City of Stayton will reimburse you for up to $5,000 for moving expenses.

This offer of employment is conditional upon you successfully completing a drug and alcohol screening conducted by a certified testing facility selected by the City of Stayton. Should you fail to pass the above requirement, which is related to a disability, the City of Stayton will investigate the circumstances to determine whether a reasonable accommodation can be made that will permit you to perform the essential job functions required of the position without undue hardship or disruption to the employer. If such accommodation is not possible or practicable, this offer of employment will be withdrawn.

If you should have any questions, please contact Interim City Administrator Christine Shaffer at (503) 769-3425 or via email at cshaffer@ci.stayton.or.us.

Sincerely,

A. Scott Vigil
Mayor

# EMPLOYMENT AGREEMENT

This Employment Agreement, hereafter referred to as "Agreement," is made and entered into by and between the CITY OF STAYTON, an Oregon municipal corporation, hereinafter referred to as "City," and Keith Campbell, hereinafter referred to as "Administrator" both whom understand and agree as follows:

## RECITALS

**Whereas,** City is a municipal corporation, duly organized under the statutory authority of the State of Oregon;

**Whereas,** it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Administrator; and,

**Whereas,** Keith Campbell desires to become employed as City Administrator for the City of Stayton;

**NOW, THEREFORE,** In consideration of the mutual covenants herein contained, the parties agree to the above recitals and as follows:

1. **Duties.** City agrees to employ Administrator to perform, on a continuing basis, the functions and duties of the position which are generally described in the Stayton City Charter, Chapter 2.08 of the Stayton Municipal Code ("SMC"), and other applicable provisions, and the proper duties and functions as the City Council shall from time to time assign.

2. **Term and Effective Date.** The term of this Agreement shall be for three (3) years commencing on the effective date of March 1, 2014.

3. **Termination.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor, with the consent of the City Council, for any reason whatsoever, with or without cause, to terminate the services of Administrator at any time prior to the expiration of said Agreement, subject to the provisions of this Agreement.

4. **Termination for Cause.** If Administrator is terminated during the term of this Agreement for cause, City shall have no obligation in respect to the severance pay described in Section 6. For the purposes of this Agreement, "cause" is defined as follows:

    A. Indictment for an illegal act. If such indictment does not ultimately result in a conviction, then the Administrator shall receive severance pay. If the indictment does ultimately result in a conviction, the Administrator shall not receive severance pay; or,

    B. Abandonment by the Administrator of his position as City Administrator; or,

    C. The determination that the Administrator has committed an act of fraud, dishonesty, act of misconduct or failure to perform his duties on behalf of the City. Such determination shall be made in accordance with the disciplinary and grievance procedures set forth in the adopted personnel policies of the City in force or effect on

the date of the alleged misconduct. Provided, however, that a determination by the City Council that the Administrator has committed an act of fraud, dishonesty, act of misconduct or failure to perform shall, upon the written election of the Administrator, delivered to the City Council within ten (10) days of receiving notice of such determinations, be submitted to arbitration pursuant to the terms and provisions of ORS 36.300 to ORS 36.365.

5. **Voluntary Resignation.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Administrator to voluntarily resign at any time from this position. In the event the Administrator does voluntarily resign prior to the expiration of this Agreement, the Administrator shall give the City a minimum of thirty (30) days written notice, unless the parties mutually agree otherwise. In the event of the Administrator's voluntary resignation, the Administrator shall not be entitled to severance pay as provided herein at Section 6.

6. **Severance Pay.**

   A. Except for the Administrator's termination for cause, as defined in Section 4 of this Agreement, the Administrator shall be entitled to receive either a lump sum or monthly severance payments (as mutually agreed) and three (2) month family health insurance coverage in the event the Administrator is terminated by the City prior to the expiration of this Agreement. Termination by the City, as used in this Section, means The Administrator's discharge or dismissal by the City, for reasons other than cause, or the Administrator's forced resignation following the request to him by the Mayor, subject to the consent of a majority of the City Council (SMC 2.08.180 (1)), that he do so for reasons other than cause.

   B. The lump sum or monthly severance payment described in this Section shall be equal to two (2) months base salary at the time of termination.

   C. As used in this Section, base salary shall be the base monthly compensation in effect at the time of termination, including any merit or cost of living increases applied since the inception of this Agreement. Said severance pay shall be paid to the Administrator within thirty (30) days after the effective date of termination either in one payment or in monthly installments as mutually agreed upon, on normal paydays.

7. **Compensation.** Beginning with the effective date of this Agreement, the City agrees to pay the Administrator, compensation for his services to the City, as follows:

   A. Base salary shall be $97,500.00 annually. The Administrator shall be paid at the same place and time as other City employees are paid.

   B. In addition to the base salary, the Administrator shall be entitled to any cost of living salary increases that are received by other City employees who are not subject to separate bargaining agreement. This shall include any cost of living increases applicable on the effective date of this Agreement that would have the effect of increasing the base compensation stated in 7.A above.

C. Annually, following a satisfactory performance evaluation by the City Council, an increase in base salary, or other forms of remunerations, based solely on merit, may be mutually negotiated with the City Council.

D. All compensation described in this Section shall be subject to customary withholdings of income taxes and shall be subject to usual employment taxes required with respect to compensation paid by the City to an employee.

**8. Acceleration of Compensation.** The City Administrator is the chief executive officer of the City government and should be compensated accordingly. The City shall ensure that the Administrator continues to be the highest paid City employee throughout the course of this Agreement.

**9. Retirement.** The Administrator shall, as required by State Law, participate in the City Retirement Program. There is a 6% employee contribution portion required by law.

**10. Paid Leave.** The Administrator shall be entitled to earn, accumulate and utilize certain types of paid leave time as follows and shall maintain any leave accumulated during his tenure as Interim City Administrator:

A. Sick Leave. Throughout the term of this Agreement, the Administrator shall earn paid sick leave at the rate of one day eight (8) hours per month credited monthly. The Administrator may utilize earned and accumulated sick leave at any time following the effective date of this Agreement. Sick leave shall be utilized subject to the terms and conditions of Section 6.3 of the City Personnel Manual to the extent that such terms and conditions do not conflict with the terms of the Agreement, in which case this Agreement shall govern. In the event of the Administrator's resignation or termination for any reason, all remaining earned and unused sick leave shall be forfeited.

B. Vacation. Throughout the term of this Agreement, the Administrator shall earn paid vacation at the rate of three per year (10 hours per month), credited monthly. The Administrator may utilize earned and accumulated vacation leave at any time following the effective date of this Agreement. In addition, in the event of the Administrator's resignation or termination for any reason, all earned and unused vacation leave, up to a maximum of 15 days (120 hours), shall be paid in a lump sum at the time of termination, and in addition to, and independent of, any applicable severance pay as described in Section 6 of this Agreement.

C. Personal Leave. The Administrator shall receive seven (7) days of paid personal leave annually which may be used in any combination or at any time. Award of subsequent years' personal leave shall coincide with the anniversary date of this Agreement. Personal leave days, if not used within twelve (12) months from the date of entitlement, must be used in the first three (3) months of the new anniversary year or will be lost.

D. Management Leave. It is understood by the parties that the Administrator is exempt from the overtime provisions of the Fair Labor Standards Act (FSLA) and that the position may frequently require far in excess of a standard 40-hour work week to

accomplish the duties of the position. It is similarly understood, however, that nothing in this Agreement shall be construed as to prevent the Administrator from compensating for periods of long hours, when City business permits, by taking occasional and reasonable management leave to rest, take care of personal business or further his professional development.

11. **Other Benefits.** The Administrator shall receive all other employee benefits regarding wages, hours and other terms and conditions of employment as other permanent management employees of the City. These shall include, but are not limited to, standard medical, dental, vision, accidental death & dismemberment or long-term disability insurance coverages, all customary paid holidays and participation, at the Administrator's own expense, in the City's deferred compensation programs or any other payroll savings program offered by the City.

12. **Professional Development.**

    A. City agrees to budget and pay for professional fees, dues and subscriptions on behalf of the Administrator which are reasonably necessary to the continuation and participation in organizations necessary and desirable for continued professional growth and advancement.

    B. City agrees to budget and pay for travel and subsistence expenses of the Administrator for official travel, meetings and occasions reasonably adequate to continue the professional development of the Administrator, and reasonably pursue other necessary official functions for the City.

    C. The City agrees to budget and pay travel and subsistence for travel to, and attendance at various conferences for the Administrator.

13. **Vehicle Use/Expenses.** The City agrees to reimburse the Administrator for all business-related travel expenses, using his personal vehicle, at the rate specified by state and federal guidelines.

14. **Residency.** The City Administrator will become a resident of the City of Stayton unless circumstances change that may require the Administrator to move. In that event the Administrator shall not live more than twenty miles (20) from the City of Stayton.

15. **Performance Evaluation.** A written performance evaluation shall be performed after the first six (6) months of employment, in addition an Annual review on or near the anniversary date of hire each year. The City Council shall conduct a written performance evaluation of the Administrator, based on performance standards established in advance by the City Council. The performance evaluation shall be reviewed with the Administrator in Executive Session, unless the Administrator invokes his statutory right to have the performance evaluation reviewed in open session.

16. **Professional Liability.** The City agrees to defend, hold harmless and indemnify, at its expense, the Administrator from all demands, claims, losses, damages, suits, actions, errors or other omissions, charges, expenses or attorney's fees in any proceeding brought against the Administrator individually or in his official capacity as an agent or employee of the City,

provided the incident arose while the Administrator was acting within the scope of his employment, excepting there from criminal acts or acts of gross negligence on the part of the Administrator.

17. **Bonding.** City shall bear the full cost of any fidelity or other bond required of the Administrator under any law or City Ordinance.

18. **Interference.** The Administrator, having been appointed by the Mayor with City Council confirmation, is employed by the collective Mayor and City Council of the City of Stayton. No Mayor or individual Councilor shall unduly interfere in the Administrator's ability to carry out his duties or attempt to influence the Administrator's actions in respect to hiring or firing of other City employees, purchasing, or administration of other City business in carrying out the direction of the City Council. The City Council shall afford the Administrator an open forum to review and discuss any alleged act or interference or undue attempt to influence the Administrator's actions or administrative decisions.

19. **Other Terms and Conditions.**

    A. Applicable Law. This Agreement is construed under the laws of the State of Oregon, the City of Stayton Charter and the Stayton Municipal Code.

    B. Attorney Fees. In the event of any action or proceeding herein, including mediation or arbitration, the prevailing party in such action or proceeding shall be entitled to reasonable attorney fees to be fixed by the presiding party, and if an appeal is taken from the decision, such further sums as may be fixed by the appellate court as reasonable attorney fees, together with prevailing party costs and disbursement incurred therein.

    C. Performance of Duties. Administrator shall perform his duties in accordance with all applicable laws, ordinances, rules and regulations applicable to his position.

    D. Entire Agreement. This Agreement, except as herein expressly provided to the contrary, constitutes the entire Agreement between the parties. The provisions of this Agreement are solely for the benefit of the parties and not for the benefit of any other person, persons or legal entities.

    E. Communications. All communications regarding this Agreement shall be sent to the City, unless the Administrator is notified to the contrary in writing. The Administrator shall advise the City, in writing, of his residence address for forwarding any communications regarding this Agreement. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to any addresses stated in this Agreement or hereafter specified by notice in writing. In lieu of mailing, written notice shall become effective as of the date it is personally delivered to the addressee.

    F. Inducements and Representations. The Administrator acknowledges that he has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or guarantees, expressed or implied, other

than the expressed representations, warranties and guarantees contained in this Agreement.

G. Assignment. This Agreement may not be assigned by either the City or the Administrator.

H. Dispute Resolution. In the event a dispute arises under the terms of this Agreement, it shall be resolved by mandatory mediation; if it is not settled thereby, the dispute shall be resolved by binding arbitration in accordance with the Uniform Trial Court Rules of Oregon, whereupon the prevailing party may be awarded reasonable attorney's fees.

I. Representation. The City has been represented by its City Attorney in the preparation of this Agreement. The Administrator has the right to independent counsel at his own expense regarding to the preparation of this Agreement.

**20.** **Severability.** It is understood and agreed by the parties that if any part, term, portion or provision of this Agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion or provision.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day and year written below:

| **"CITY"** | **"ADMINISTRATOR"** |
|---|---|
| Signed: December _____ 2013 | Signed: December _____ 2013 |
| _____ | _____ |
| A. Scott Vigil, Mayor | Keith Campbell |

ATTEST: _____
Alissa Angelo, Deputy City Recorder

APPROVED AS TO FORM:

_____
David A. Rhoten, City Attorney

# City of Stayton

***Finance Department***
***Public Works Department***
***Planning and Development Department***
www.staytonoregon.gov

# M E M O R A N D U M

**TO**: Mayor Scott Vigil and City Council Members

**THRU:** Christine Shaffer, Interim City Administrator

**FROM:** David Kinney, Public Works Director

**DATE**: December 16, 2013

**SUBJECT**: Establishment of a Storm Water Utility – Adoption of Ordinance 964

## ISSUE

The issue before the City Council is whether or not the City should create a storm drainage utility and adopt a storm drainage utility fee as part of the monthly utility bill.

## ENCLOSURES:

1. Ordinance 964 - Creation of a Storm Drainage Utility

## BACKGROUND

Proposed Ordinance 964 will adopt Stayton Municipal Code Chapter 13.32 "Storm Drainage Utility". SMC 13.32 will create a separate storm drainage fund and authorize establishment of a monthly fee to pay for storm sewers and storm drainage maintenance and improvements.

If created, the staff will come back to the Council with a fee resolution in February 2014 with a new monthly storm drainage fee of $4.00 per month for a single family residence.

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| New storm drainage fee | $4.00 per month |
| Reduction in Sewer fee | (2.75) |
| Net monthly fee increase | $1.25 per month |

## PURPOSE OF THE STORM DRAINAGE UTILITY & FEE

The city currently pays for storm sewer operation and maintenance out of the sewer fund. If the storm utility is adopted, this practice will end. All storm drainage O & M will be paid for out of the new Storm Drainage Fund.

The storm drainage fee will pay for the annual operating costs of the city's storm drainage system. Here is a very rough estimate of annual expenses:

| | |
|---|---|
| Personnel (0.5 FTE) | $ 37,500 |
| Materials & Services | $ 75,000 |
| Capital Improvements | varies |
| Admin / Equipment / Vehicle Replacement | $ 75,000 |
| Contingency / Reserves | $ 35,000 |
| Annual Budget | $ 250,000 to $275,000 |

The creation of the storm drainage utility was recommended in the *Storm Drainage Master Plan* adopted by the City Council in 2010. As part of the recent lawsuit settlement with the Santiam Water Control District, the City has agreed to establish the storm drainage utility and dedicate revenues to on-going storm system maintenance and specific projects listed in the memorandum of understanding. Projects during the first two years include:

- Automation of headgates (Salem Ditch, Main Canal, Butler Lateral, Mixed Ditch)
- Update public works design standards – Chapter VI – storm drainage.
- Water quality monitoring
- Adaptive Management Group, a joint committee of SWCD & City to review, identify funding for and manage storm drainage improvement projects.
- Adopt a storm drainage SDC
- Develop a spill prevention and response plan

## LEGAL REVIEW

City Attorney David Rhoten is reviewing the proposed ordinance and SMC Chapter 13.32. He may have amendments for Council consideration at the December 16 meeting. Therefore, the staff is recommending the City Council proceed with a first consideration on December 16 with a direction to return with a final ordinance at the January 6 meeting.

## NEXT STEPS

- Discuss Creation of Storm Drainage Utility
- Adopt Ordinance 964
- If Ordinance 964 is adopted, staff will come back with a resolution with a storm drainage utility fee in February 2014 to be effective on April 1, 2014.

## OPTIONS

The Council may:

a. Take no action. The ordinance will not be enacted and storm drainage costs will continue to be borne by the Sewer fund.

b. Adopt Ordinance 964 – approving SMC Chapter 13.32 and establishing a storm drainage utility.

## MOTIONS:

### 1. Take no action. No motion is needed.

### 2. Approve the first consideration of Ordinance 964

Move to approve Ordinance No 964 as presented.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the vote is unanimous, Ordinance No. 964 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance No. 964 will be brought before the Council for a second consideration at the January 6, 2014 meeting.

### 3. Approve the Ordinance with modifications

Move to approve Ordinance No. 964 with the following changes … and direct staff to incorporate these changes into the Ordinance before the Ordinance is presented to the City Council for a second consideration.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the first consideration is approved, Ordinance No. 964 will be brought before the Council for a second consideration at its January 6, 2014 meeting.

# ORDINANCE NO. 964

**AN ORDINANCE AMENDING THE STAYTON MUNICIPAL CODE ("SMC") TO ADOPT CHAPTER 13.32 TO ESTABLISH A STORM DRAINAGE UTILITY FOR THE CITY OF STAYTON.**

WHEREAS, the City Council finds that the existing storm drainage facilities within the City are in need of annual maintenance and repair and there is also a need to construct new storm drainage facilities as recommended in the Storm Water Master Plan; and

WHEREAS, the City has concluded that in order to generate funds to construct recommended improvements and perform required maintenance on the City's storm drainage facilities, it is appropriate for the City to adopt a storm drainage utility fee on developed properties inside the City of Stayton.

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

SECTION 1. Chapter 13.32 of the Stayton Municipal Code relating to a Storm Drainage Utility is hereby added to the Stayton Municipal Code to read as set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. Fee not subject to Constitutional Limits. The Council hereby classifies the fees imposed by this ordinance a fee not subject to the limits of section 11b, Article XI of the Oregon Constitution. The City Administrator is directed to publish notice of this classification as required by ORS 305.583(9).

SECTION 3. Nothing in this ordinance shall be interpreted to impair any rights, duties, or obligations, contractual or otherwise, between any individual or entity and the Santiam Water Control District, which manages the waters in its canals and ditches.

SECTION 4. Nothing in this ordinance shall be deemed to preclude any fees or charges that the Santiam Water Control District may independently levy or assess for storm water drainage into its canals and ditches, to enforce the nonpayment thereof, or to preclude unpermitted discharges.

SECTION 5. 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 January 2014.

CITY OF STAYTON

Signed: _____ By:_____

A. Scott Vigil, Mayor

ATTEST

Signed: _____ By: _____

Christine Shaffer, Interim City Administrator

APPROVED AS TO FORM:

_____

David A. Rhoten, City Attorney

Exhibit "A" – Ordinance No. 964

# City of Stayton
# Chapter 13.32
# STORM DRAINAGE UTILITY

Sections:


13.32.010 Short title.
13.32.020 Findings.
13.32.030 Definitions.
13.32.040 Storm drainage policy.
13.32.050 Establishment of storm drainage utility.
13.32.060 Establishment of storm drainage utility fee.
13.32.070 Fee Reduction and Waiver
13.32.080 Storm drainage utility fee – Dedicated.
13.32.090 Administration and Enforcement.
13.32.100 Administrative review – Appeals.
13.32.110 Exemptions.
13.32.120 Severability.
13.32.130 Violation: Penalties.
13.32.140 Violation: Each Act a Separate Violation.
13.32.150 Effective Date


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### 13.32.010 Short title.

This Chapter shall be known as the "Storm Drainage Utility Code."

### 13.32.020 Findings.

(1) The City provides a valuable public service by providing storm drainage facilities for the collection and disposal of storm water discharged from properties and public rights-of-way within the City. The storm drainage facilities constitute a public utility owned and operated by the City. The utility exists for the benefit of any person within the City who wants to have the public storm drainage facilities available for the diversion, collection and/or disposal of storm drainage and other runoff water from the person's property and represents a municipal service in a developed urban environment which is essential to the public health, safety and welfare.

(2) Persons who use the public storm drainage facilities ought to be charged fees that reflect the cost of the management, maintenance, extension and construction of the public storm drainage facility as a public utility in the City. Persons who undertake the installation of runoff control facilities on their property that reduce or eliminate the discharge of storm water into public storm drainage facilities ought to be given credit, in proportion to the degree of reduction, against storm drainage utility fees that would otherwise be due.

(3) Accordingly, the structure of the storm drainage utility fee is intended to be a fee for service and not a charge against the property. Although this structure is intended to constitute a service fee, even if it is viewed as a fee against property or against the person responsible, as a direct consequence of ownership of that property, the utility's fee structure should allow the person responsible to have the ability to control the amount of the fee.

Similarly, the utility fee structure should reflect the actual cost of providing the service and not impose fees on persons not receiving a service. The actual costs may include all costs the utility might incur were it in private ownership.

(4) Persons using water from the City potable water facilities use substantial amounts of water for irrigating lawns and gardens, washing structures, sidewalks, driveways and parking lots, and for other activities which result in the discharge of runoff into the public storm drainage facilities. These uses of water demonstrate a substantial relationship between persons’ use of these water facilities and their use of the public storm drainage facilities.

(5) Storm water runoff is directly impacted by the extent of development and improvements which have occurred on a parcel of land, the location of a property within a drainage basin and the location of existing storm drainage facilities. The amount of storm water runoff from a parcel of land is directly proportional to the development on the property and the amount of impervious surface on the parcel. The type of use and the amount of impervious surface on a property demonstrate a substantial relationship between the use and the impact on storm drainage facilities.

(6) The Council concludes it is appropriate to have those who use storm drainage services or create the demand for such service to bear the cost of such service. Therefore, the Council further concludes it is appropriate for the City to establish a storm drainage utility fee for existing utility customers with rate categories based on the type of use and proportional to the amount of impervious surface existing on a served parcel of land.

**13.32.030 Definitions.**

Except where the context otherwise requires, the definitions contained in this Section shall govern the interpretation of this Chapter.

(1) “City Administrator” means the City’s City Administrator or designee.

(2) "Development" means any constructed changes to improved or unimproved property including, but not limited to, buildings or other structures, private storm drainage facilities, mining, dredging, filling, grading, paving, excavation, or drilling operations.

(3) “Finance Director” means the City’s Finance Director or designee

(4) "Impervious surfaces" means those surface areas which either prevent or retard saturation of water into the land surface and cause water to run off the land surface in greater quantities or at an increased rate of flow from that present under natural conditions preexistent to development. Examples of impervious surfaces include, but are not limited to, rooftops, concrete or asphalt sidewalks, walkways, patio areas, driveways, parking lots or storage areas and gravel, oil, macadam, or other surfaces which similarly impact the natural saturation or runoff patterns which existed prior to development.

(5) "Improved property" means any area which has been altered such that the runoff from the site is greater than that which could historically have been expected. Such a condition shall be determined by the Public Works Director.

(6) "Open drainageway" means a natural or constructed path, ditch or channel which has the specific function of transmitting natural stream water or storm water from a point of higher elevation to a point of lower elevation.

(7) "Person responsible" or “Person” means the owner, agent, occupant, lessee, tenant, contract purchaser, other person or entity having possession or control of property or the supervision of an improvement on the property.

(8) "Public Works Director" means the City’s Public Works Director or designee.

(9) "Runoff control" means any measure approved by the Public Works Director that reduces storm water runoff from land surfaces on which development exists.

(10) "Single-Family Unit (SFU)" means a detached single family dwelling unit or an individual unit as "condominium unit." An SFU is presumed to have 2,500 square feet of impervious surface area for purposes of this chapter. The term "SFU" shall be inclusive of those units identified as detached single family dwelling as defined in Title 17 of the Code, attached single family dwelling as defined in Title 17 of this Code, and condominiums.

(11) "Storm drainage facilities" means any structure(s) or configuration of the ground that is used or by its location becomes a place where storm water flows or is accumulated including, but not limited to, headgates, controls, pipes, sewers, gutters, manholes, catch basins, ponds, open drainageways, manmade or natural waterways and their appurtenances. For purposes of this Chapter, the North Santiam River, Stayton Ditch (Reid Power Canal), the Main Canal, the Salem Ditch, Lucas Ditch, and Mill Creek are storm drainage facilities.

(12) "Storm water" means water from precipitation, snow melt runoff, surface runoff and drainage from any source.

**13.32.040 Storm drainage policy.**

(1) The City Council declares its intention to acquire, own, manage, construct, equip, operate, and maintain within the City open drainageways, underground storm drains, equipment and appurtenances, necessary, useful, or convenient for public storm drainage facilities. The Council also declares its intention to manage, maintain and extend existing public storm drainage facilities.

(2) The improvement of both public and private storm drainage facilities through or adjacent to a new development shall be the responsibility of the developer or property owner. The improvements shall comply with all applicable City ordinances, the Stayton Municipal Code, City policies, public works design standards and construction specifications and the City of Stayton *Storm Water Master Plan*.

(3) No portion of this Chapter or statement or subsequent City interpretation or policies shall relieve the person responsible of assessments levied against their property for public facility improvement projects.

(4) It is the policy of the City to participate in improvements to storm drainage facilities when authorized by the Public Works Director. To be considered for approval by the Public Works Director, a storm drainage facility must:

(a) Be public;

(b) Be a major benefit to the community;

(c) Be located in or on a public property, public right-of-way or an easement benefitting the City; and

(d) Be identified as a project in the Master Plan; or

(e) Be identified in a storm drainage management agreement with another public entity; or

(f) Be a rehabilitation and/or replacement of existing public storm drainage facilities.

(5) The City shall maintain public storm drainage facilities located on City property, within a public right-of-way or within easements benefitting the City. Public storm drainage facilities to be managed by the City include, but are not limited to:

(a) Open drainageways;

(b) A piped drainage system and related appurtenances which has been designed and constructed expressly for use by the general public and accepted by the Public Works Director;

(c) Roadside drainage ditches along unimproved City streets;

(d) Flood control facilities (levees, dikes, overflow channels, detention basins, retention basins, dams, pump stations, groundwater recharging basins, etc.) that have been designed and constructed expressly for use by the general public and accepted by the City.

(6) The City shall not maintain private storm drainage facilities. Private storm drainage facilities are typically not located on City property and are not in the public right-of-way. Private storm drainage facilities may include, but are not limited to:

(a) Open drainageways and drainage swales;

(b) A piped drainage system and related appurtenances;

(c) Parking lot storm drainage facilities or systems;

(d) Roof, footing, and area drainages;

(e) Drainage systems not designed and constructed for use by the general public;

(f) Access drive or driveway culverts, either on private property or within the public right-of-way.

(g) Storm water detention basins, retention basins, ponds or wetlands.

**13.32.050 Establishment of storm drainage utility.**

A storm drainage utility is hereby created for the purpose of providing funds for the management, maintenance, extension and construction of public storm drainage facilities within the City or benefitting the City. The City Council finds, determines and declares the necessity of providing for the management, maintenance, extension and construction of City storm drainage facilities for health, safety, and general welfare of its inhabitants.

**13.32.060 Establishment of storm drainage utility fee.**

A storm drainage utility fee shall be paid by each person(s) responsible for residential and non-residential uses in the City.

(1) The storm drainage utility fee shall be established by resolution of the Council, following a public hearing.

(2) The storm drainage utility fee shall be established in amounts which will provide sufficient funds to properly manage and maintain public storm drainage facilities.

(3) The storm drainage utility fee may be used for the construction of new storm drainage facilities, for the extension or modification of storm drainage facilities and for the maintenance of existing storm drainage facilities.

(4) The Council may from time to time modify the storm drainage utility fee based upon revised estimates of the cost of properly managing, maintaining, extending, and constructing public storm drainage facilities.

(5) Property not used for single-family dwelling purposes shall be considered to be furnished service in proportion to the amount of the property's impervious surface, and that for each 2,500 square feet (or increment of 100 square feet) of impervious surface, the property is furnished service equivalent to that furnished a single-family unit and that the minimum monthly fee shall be that established for a single-family unit.

(6) The Council hereby classifies the fees imposed by this Code a fee not subject to the limits of section 11b, Article XI of the Oregon Constitution.

**13.32.070 Fee Reduction or Waiver**

(1) Except as the fee may be reduced or waived under subsection (2) of this Section, the obligation to pay the storm drainage utility fee arises when a person responsible uses storm drainage services. It is presumed that storm drainage services are used whenever there is an improved property and the person responsible requests water or sewer utility service. If there is no water service to the property or if water service is discontinued and the property is an improved property, the storm drainage utility fee shall be paid by the person having the right to occupy the property. The person required to pay the fee is hereafter referred to as the utility customer.

(2) A utility customer may request a reduction or waiver of the storm drainage utility fee by filing an application on forms provided by the City. The storm drainage utility fee will be reduced in relation to the customer's ability to demonstrate that on-site storm drainage facilities meet or exceed the City's standards for storm water quantity and quality control at that site and the site does not discharge to public storm drainage facilities.

(a) Fee Waiver: The criteria for waiver of the storm drainage utility fee as it applies to a specific customer includes:

i. the location of the premises such that the premises has no frontage on a pubic street or driveway connection to a public street;

ii the total retention of storm water with no effective discharge to storm drainage facilities;

iii. the petitioner's ability to demonstrate through hydrologic/hydraulic analysis that the site receives no storm water service from the storm drainage facilities; and

iv. proof that the petitioner's on-site storm drainage facilities are constructed and will be maintained to City standards.

(b) Fee Reduction to Lowest Rate Category: The criteria for reduction of the storm drainage utility fee to the lowest rate category as it applies to a specific customer includes:

i. total retention of storm water with no effective discharge to the storm drainage facilities;

ii. the petitioner's ability to demonstrate through hydrologic/hydraulic analysis that the site receives no storm water service from the storm drainage facilities;

iii. proof that the petitioner's on-site storm drainage facilities are constructed and will be maintained to City standards; and

iv. the petitioner's property has an existing driveway access to a public street.

v. The base rate for the lowest rate category will be charged because the user has a direct driveway access to a public street and therefore utilizes public storm drainage facilities in the public streets and rights-of-way.

(c) Any fee reduction or waiver given shall continue until the condition of the property is changed or until the Public Works Director determines the property no longer qualifies for the credit given. Upon change in the condition of the property, another application may be made by a person responsible.

(3) For the purposes of this Chapter, dry wells are not an on-site mitigation control system eligible for fee reduction or fee waiver because of the potential water quality impact that dry wells may have on the City's groundwater resources.

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**13.32.080 Storm drainage utility fee – Dedicated.**

All fees collected for the purposes specified in this Chapter shall be paid into the storm drainage accounts and accounted for by dedicated line items including, but not limited to, storm drainage maintenance and storm drainage construction. Such revenues shall be used for the purposes of the management, maintenance, extension, and construction of public storm drainage facilities.

**13.32.090 Administration and Enforcement.**

(1) The storm drainage utility fee shall be billed and collected with and as part of the monthly utility bill for those lots or parcels utilizing City water and/or sewer. For new construction the collection of the storm drainage utility fee will begin at the time the City begins collection of the monthly utility bill. In the event of non-payment, the City may bill the utility customer or take other action as authorized by law to collect from the responsible party.

(2) In the event funds received from City utility billings are inadequate to satisfy in full all of the sanitary sewer charges, water charges, transportation maintenance fees and storm drainage utility fees, credit shall be given first to the sanitary sewer charges, second to the water service charges, third to the transportation maintenance fee and fourth to the storm drainage utility fee.

(3) Any fee due which is not paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter, the Stayton Municipal Code or any other City ordinance, failure of any person responsible to pay fees promptly when due shall subject the person responsible to discontinuance of any utility services provided by the City and the City Administrator is empowered and directed to enforce this provision against such delinquent users. The employees of the City shall, at all reasonable times, have access to any improved property served by the City for inspection, repair, or the enforcement of the provisions of this Chapter. The City's enforcement rights shall be cumulative.

**13.32.100 Administrative review – Appeals.**

(1) Any utility customer who disputes the amount of the storm drainage utility fee or the category of use assigned to the customer’s property pursuant to this Chapter may request a review and appeal such interpretation, but only in accordance with this Section. The dispute must first be presented to the Finance Director for review/settlement; and, if not settled, thereafter may be appealed to the City Administrator in accordance with this Section. Failure to appeal an interpretation made under this Chapter within the time and in the manner provided shall be sufficient cause to deny the relief requested. Disputes which result in changes in the storm drainage utility fee charged under this Chapter shall become effective with the next billing cycle.

(2) Upon receipt of a disputed billing, the Finance Director shall conduct a review of the charges or the category of use assigned. The Finance Director will consider all relevant evidence presented by the customer and may request additional information from the public works department in order to render a decision. The Finance Director shall make a determination based on the evidence provided and provide notice to the customer.

(3) A customer who wishes to appeal the Finance Director’s decision shall submit a written appeal to the City Administrator within 10 days from the date of notice of the Finance Director's determination. The appeal shall specify the reasons for the appeal. The City Administrator shall review the matter and notify the appellant of the decision reached, in writing, within fifteen (15) calendar days. The City Administrator’s decision shall be final.

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**13.32.110 Exemptions.**

The City Council may, by resolution, exempt any class of user when the Council determines that the public interest deems it necessary or that the contribution to storm drainage facility use by the class to be insignificant.

**13.32.120 Severability.**

In the event any section, subsection, paragraph, sentence or phrase of this Chapter is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the Chapter shall continue to be effective. If a court of competent jurisdiction determines that this Chapter imposes a tax or fee, which is therefore unlawful as to certain but not all affected properties, then as to those certain properties, an exception or exceptions from the imposition of the storm drainage fee shall be created and the remainder of this Chapter and the fees imposed thereunder shall continue to apply to the remaining properties without interruption. Nothing contained herein shall be construed as limiting the City's authority to levy special assessments in connection with public improvements pursuant to applicable law.

**13.32.130 Violation: Penalties**

(1) Except as otherwise set out specifically in this Chapter, 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.

**13.32.140 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.

**13.32.150 Effective Date**

This Chapter will take effect on March 15, 2014.

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# M E M O R A N D U M

**TO**: **Scott Vigil and Stayton City Councilors**

**FROM**: **Christine Shaffer, Finance Director**

**DATE:** **December 16, 2013**

**SUBJECT:** **New Job Description Court Clerk / Records Clerk**

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Marion County's recent decision to consolidate their three Justice Courts will move the current Justice court out of Stayton's City limits. The county has provided Municipal Court service for the City of Stayton since 1989 through an intergovernmental agreement. This agreement was terminated by Marion County; the City needs to establish a Municipal Court prior to July 1, 2014.

The new Municipal Court will need a Court Clerk and a Judge, an RFP for Municipal Court Judge Services was published in the Statesman on December 11th and again on December 16th. A new job description has been created and evaluated by Local Government Personnel Institute (LGPI) for wage classification for the Court Clerk position. The City Council is to approve the creation of any new position for the City.

The current Records Clerk position is a part time 25 hour a week position, with the additional duties for the Court Clerk this position will become full time. The City will incur additional expenses this fiscal year that were unexpected when the budget was adopted. Staff will bring a resolution to the City Council at a later date to transfer contingency funds to cover the expense related to establishing a Municipal Court. In the future the cost associated with the operation of the Municipal court will be offset with the fines collected. Marion County currently keeps 50% of the fines collected for the Municipal Court functions.

**RECOMMENDATION:**

Staff recommends the approval of the new job description for the Court Clerk / Records Clerk.

**OPTIONS:**

1. Adopt the Court Clerk / Records Clerk job description as presented.
2. Adopt the Court Clerk / Records Clerk job description as amended.

3. Do nothing.

**MOTION(S)**

1. Offer a motion to adopt the Court Clerk / Records Clerk job description as presented.
2. Offer a motion to adopt the Court Clerk / Records Clerk job description as amended.
3. No motion necessary.

| | | | |
|---|---|---|---|
| **ORGANIZATION:** | City of Stayton | **Effective Date:** | |
| **LOCATION:** | Stayton, Oregon | **Revised Date:** | |
| **DEPARTMENT:** | Police | **Administrative Approval:** | |
| **JOB TITLE:** | Court Clerk / Records Clerk | | |

## PURPOSE OF POSITION

This position is responsible for the operation of the Stayton Municipal Court and acting as a part time Records Clerk for the Stayton Police Department. Purpose of position is to perform a variety of detailed, moderately difficult to complex administrative support activities to contribute to efficient office operations of the Municipal Court. In addition, this position performs a variety of clerical duties in support of police activities, primarily reception for the department, Records Management System processing, disseminating information to other agencies, routing calls for service, and compiling statistics. Provide receptionist, clerical and secretarial services for the Chief of Police.

## ESSENTIAL JOB FUNCTIONS

*(Any of the following duties and responsibilities may be performed and are not listed in any particular order. These examples are not necessarily performed by all incumbents, however, and do not include all specific essential functions and responsibilities an incumbent may be expected to perform.)*

*Court Clerk Job Functions*

1. Provide skilled clerical work, processing court transactions with a high degree of public contact. Prepare accurate and timely reports. Act as a notary public. Tactfully answer a variety of questions about court transactions.

2. Coordinate court matters with the judge, defendants, police and other levels of the criminal justice system; document decisions in case files using the computerized court system.

3. Attend court sessions and perform a variety of courtroom related tasks as needed.

4. Docket traffic citations issued by the Stayton Police Department and other agencies citing into the Stayton Municipal Court.

5. Maintain trial docket, with adequate notice to the police officers, prosecutor, and defendant. Process deferrals, Failure to Comply, and Failure to Appear notices. Monitor warrant and license suspensions and enter into system. Act as Jury Clerk and maintain jury list. Maintain bail schedule.

6. Maintain and process court records in accordance with statutes, regulations and policies; examine legal documents submitted to court for adherence to law or court procedures; prepare case folders and case dispositions. Manage volume of citations accurately under strict deadlines. Enter data into computer files utilizing departmental system or LEDS (Law Enforcement Data Systems).

7. Compile information and reference materials for City Attorney, supervisor, or as requested by the public, which may require selecting appropriate data from various sources, and preparing summaries and reports as requested. Enter data into computer system from a variety of documents.

8. Forward disposition of custody cases to the Oregon State Police Bureau of Identification.

9. Accept, process and deposit cash receipts; process funds as appropriate. Establish and monitor payment plan agreements.

10. Coordinate and process cases turned in to collections. Interact with collection agencies and work with them to resolve issues with outstanding accounts.

11. Use word processing software to type routine and non-routine letters, memos and other material from general instructions. Proofread, review for grammar, and edit documents as necessary. Examine documents for completeness and accuracy. May correct errors as necessary.

12. Assist with documentation of court policies and procedures; keeping them up to date to accommodate changing rules, regulations, situations and process improvements. Ensure systems comply with applicable laws and codes and are efficient operating systems. Provide instruction to other staff on policies and procedures as needed.

13. Perform a variety of routine administrative activities, such as photocopying, mail, faxing, filing, sorting documents, etc.

14. Track, order and maintain office supplies. Initiate and process work orders, purchase orders, etc.

15. Compile individual files for traffic and misdemeanor complaints. Write and process timely notices to defendants for arraignments, trials and hearings; construct new case files, filing and retrieving documents as necessary.

16. Maintain files and court records to ensure easy retrieval, safety and integrity of files and records, in accordance with established retention guidelines.

17. Maintain positive and cooperative working relationships with city staff, other organizations and the general public. Promote professional and courteous behavior with a creative approach to problem resolution that creates a positive experience for the customer. Interact with emotional and difficult people professionally and tactfully.

18. Follow all safety rules and procedures for work areas. Coordinate and perform other projects, functions, and tasks as assigned.

*Records Clerk Job Functions*

1. Review Records Management System data, ensure completeness, accuracy and compliance with Federal and State reporting requirements. Code, copy, file, and distribute/route a variety of records and reports.

2. Retrieve and validate information from computerized law enforcement records systems, police files, etc., and provide to appropriate and/or requesting party. Ensure proper disclosure in accordance with State law and police regulations.

3. Answer emergency and non-emergency telephone calls. Determine urgency/nature of call and route to proper party or take messages and obtain necessary information from caller regarding activity.

4. Generates proper police reports using records management system; writes initial reports, supplemental clearance and disposition reports; informative/special and administrative reports; and determines proper distribution of all reports.

5. Issue permits and licenses, release towed vehicles, and collect fees as required for services. Track/balance monies received.

*General Job Functions*

1. Provide receptionist, clerical and secretarial services for the Chief of Police.

2. Provide customer service for court / administration. Greet visitors and answer telephone, determine nature of visit/call, direct to appropriate person, or take and relay messages in absence or preoccupation of department personnel. Respond to routine, non-routine and technical questions from internal and external customers.

3. Perform a variety of other clerical duties in support of department, e.g. photocopying, filing, typing, updating calendars (i.e. range calendar), processing mail, purchasing supplies, operating a variety of standard office equipment, etc.

4. Follow all safety rules and procedures for work areas.

5. Other duties as assigned.

**AUXILIARY JOB FUNCTIONS:** Provide assistance to other staff as workload and staffing levels dictate. Maintain proficiency by attending training and meetings, reading materials, and meeting with others in areas of responsibility. Maintain work areas in a clean and orderly manner.

## KNOWLEDGE, SKILL AND ABILITY REQUIRED FOR THIS POSITION

Knowledge of: Considerable knowledge of standard office practices and procedures, basic knowledge of English composition, spelling, and grammar; General record keeping and a basic knowledge of bookkeeping.

Skill and ability to: Type rapidly and accurately; use of modern office equipment and machinery; processing information on a computer terminal. Proficient with Caselle (court software) and LEDS (Law Enforcement Data Systems).

Ability to: Establish and maintain records, reports, and statistical data; courteously meet and deal effectively with other employees, and the public; Accept hostile verbal comments while maintaining a professional attitude.

Qualifications: Equivalent to a high school education and two (2) years clerical experience or any satisfactory combination of experience and training that would demonstrate knowledge, skills and abilities to perform the above duties. Previous court experience preferred.

Special Requirements / Licenses: Must be able to pass the department's security clearance standards. Must be LEDS certified at time of hire or obtain certification within 90 days of appointment.

**GUIDELINES:** Work is performed using State and Federal Statutes, the Stayton Municipal Code, City and well-defined departmental rules, policies and procedures, handbooks and reference manuals. The employee uses some judgment in interpretation of guidelines.

**PHYSICAL DEMANDS OF POSITION:** While performing the duties of this position, the employee is frequently required to stand, bend, kneel, stoop, communicate, reach and manipulate objects. The position requires mobility. Duties involve moving materials weighing up to 25 pounds on a regular basis such as files, books, office equipment, etc., and may infrequently require moving materials weighing up to 50 pounds. Manual dexterity and coordination are required over 50% of the work period while operating equipment such as computer keyboard, calculator, and standard office equipment.

**WORKING CONDITIONS:** Usual office working conditions. The noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises. Work schedule may involve shift work.

**SUPERVISORY RESPONSIBILITIES:** Supervision is not a typical function assigned to this position. May provide training and orientation to volunteers, students and newly assigned personnel on site policies and practices.

**SUPERVISION RECEIVED:** Works under the direction of the Chief of Police and Finance Director.

THIS DESCRIPTION COVERS THE MOST SIGNIFICANT ESSENTIAL AND AUXILIARY DUTIES PERFORMED BY THE POSITION, BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK, WHICH MAY BE SIMILAR, RELATED TO, OR A LOGICAL ASSIGNMENT FOR THE POSITION.

# M E M O R A N D U M

**TO:** **Mayor Scott Vigil and the Stayton City Council**

**FROM:** **Christine Shaffer, Finance Director**

**DATE:** **December 16, 2013**

**SUBJECT:** **Monthly Finance Department Report**

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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: | November 2013 | October 2013 |
|---|---|---|
| Number of Bills sent out | 2,599 | 2,602 |
| Delinquent Notices sent out | 439 | 505 |
| Courtesy Delinquent Notices sent to Landlords | 199 | 234 |
| Notified of Impending Shut off & Penalty | 152 | 119 |
| Customers with Interrupted Services Non-Payment | 27 | 18 |
| Services still Disconnected | 0 | 0 |

| Accounts Payable: | | |
|---|---|---|
| Number of Checks Issued | 146 | 143 |
| Total Amount of Checks | $743,264.92 | $376,863.96 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

GENERAL FUND

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| PROPERTY TAXES | 1,253,061.01 | 1,671,970.00 | 418,908.99 | 75.0 |
| CHARGES FOR SERVICES | 2,442.25 | 7,200.00 | 4,757.75 | 33.9 |
| GRANTS & CONTRIBUTIONS | 382.00 | 1,500.00 | 1,118.00 | 25.5 |
| FRANCHISE FEES | 357,499.24 | 767,000.00 | 409,500.76 | 46.6 |
| LICENSES, PERMITS & FEES | 8,884.47 | 16,000.00 | 7,115.53 | 55.5 |
| FINES & FORFEITURES | 24,303.61 | 40,500.00 | 16,196.39 | 60.0 |
| INTERGOVERNMENTAL | 79,680.35 | 166,400.00 | 86,719.65 | 47.9 |
| INTEREST | ( 1,246.66) | 500.00 | 1,746.66 | (249.3) |
| MISCELLANEOUS/TRANSFERS | 108,548.38 | 392,195.00 | 283,646.62 | 27.7 |
| | 1,833,554.65 | 3,063,265.00 | 1,229,710.35 | 59.9 |
| EXPENDITURES | | | | |
| NON-DEPARTMENTAL | 93,602.78 | 404,000.00 | 310,397.22 | 23.2 |
| ADMINISTRATION | 128,094.72 | 429,356.00 | 301,261.28 | 29.8 |
| POLICE | 775,591.07 | 1,915,047.00 | 1,139,455.93 | 40.5 |
| PLANNING | 52,185.67 | 157,771.00 | 105,585.33 | 33.1 |
| COMMUNITY CENTER | 20,984.66 | 58,398.00 | 37,413.34 | 35.9 |
| PARKS | 61,186.61 | 152,706.00 | 91,519.39 | 40.1 |
| STREET LIGHTING | 33,509.26 | 116,685.00 | 83,175.74 | 28.7 |
| | 1,165,154.77 | 3,233,963.00 | 2,068,808.23 | 36.0 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

PUBLIC WORKS ADMINISTRATION

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| INTEREST | 30.07 | 100.00 | 69.93 | 30.1 |
| MISCELLANEOUS/TRANSFERS | 103,250.00 | 414,000.00 | 310,750.00 | 24.9 |
| | 103,280.07 | 414,100.00 | 310,819.93 | 24.9 |
| EXPENDITURES | | | | |
| DEPARTMENT 80 | 168,965.20 | 429,908.00 | 260,942.80 | 39.3 |
| | 168,965.20 | 429,908.00 | 260,942.80 | 39.3 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

LIBRARY FUND

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| PROPERTY TAXES | 107,375.58 | 145,000.00 | 37,624.42 | 74.1 |
| CHARGES FOR SERVICES | 40,074.25 | 78,883.00 | 38,808.75 | 50.8 |
| GRANTS & CONTRIBUTIONS | 655.00 | 25,200.00 | 24,545.00 | 2.6 |
| LICENSES, PERMITS & FEES | 5,981.00 | 13,500.00 | 7,519.00 | 44.3 |
| FINES & FORFEITURES | 5,712.79 | 15,000.00 | 9,287.21 | 38.1 |
| INTERGOVERNMENTAL | .00 | 1,339.00 | 1,339.00 | .0 |
| INTEREST | 78.15 | 400.00 | 321.85 | 19.5 |
| MISCELLANEOUS/TRANSFERS | 29,875.00 | 120,500.00 | 90,625.00 | 24.8 |
| | 189,751.77 | 399,822.00 | 210,070.23 | 47.5 |
| EXPENDITURES | | | | |
| DEPARTMENT 80 | 177,092.47 | 468,189.00 | 291,096.53 | 37.8 |
| | 177,092.47 | 468,189.00 | 291,096.53 | 37.8 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

WATER ENTERPRISE FUND

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| CHARGES FOR SERVICES | 976,080.58 | 1,745,000.00 | 768,919.42 | 55.9 |
| LICENSES, PERMITS & FEES | 15,653.25 | 29,000.00 | 13,346.75 | 54.0 |
| INTEREST | 1,612.59 | 3,500.00 | 1,887.41 | 46.1 |
| MISCELLANEOUS/TRANSFERS | 7,979.83 | 11,000.00 | 3,020.17 | 72.5 |
| | 1,001,326.25 | 1,788,500.00 | 787,173.75 | 56.0 |
| EXPENDITURES | | | | |
| DEPARTMENT 86 | 869,368.40 | 1,952,300.00 | 1,082,931.60 | 44.5 |
| | 869,368.40 | 1,952,300.00 | 1,082,931.60 | 44.5 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

SEWER ENTERPRISE FUND

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| CHARGES FOR SERVICES | 1,197,786.20 | 2,866,680.00 | 1,668,893.80 | 41.8 |
| INTEREST | 4,749.88 | 9,000.00 | 4,250.12 | 52.8 |
| MISCELLANEOUS/TRANSFERS | 497.44 | 12,500.00 | 12,002.56 | 4.0 |
| | 1,203,033.52 | 2,888,180.00 | 1,685,146.48 | 41.7 |
| EXPENDITURES | | | | |
| DEPARTMENT 86 | 1,452,066.97 | 3,459,805.00 | 2,007,738.03 | 42.0 |
| | 1,452,066.97 | 3,459,805.00 | 2,007,738.03 | 42.0 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

STREET FUND

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| CHARGES FOR SERVICES | 35,802.98 | 84,000.00 | 48,197.02 | 42.6 |
| INTERGOVERNMENTAL | 185,795.46 | 481,269.00 | 295,473.54 | 38.6 |
| INTEREST | 311.22 | 200.00 | ( 111.22) | 155.6 |
| MISCELLANEOUS/TRANSFERS | 22,464.38 | 70,250.00 | 47,785.62 | 32.0 |
| | 244,374.04 | 635,719.00 | 391,344.96 | 38.4 |
| EXPENDITURES | | | | |
| DEPARTMENT 80 | 266,948.42 | 659,063.00 | 392,114.58 | 40.5 |
| | 266,948.42 | 659,063.00 | 392,114.58 | 40.5 |

CITY OF STAYTON
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2013

SWIMMING POOL FUND

| | YTD ACTUAL | BUDGET | VARIANCE | PCNT |
|---|---|---|---|---|
| REVENUE | | | | |
| PROPERTY TAXES | 110,858.41 | 149,000.00 | 38,141.59 | 74.4 |
| CHARGES FOR SERVICES | 290.00 | .00 | ( 290.00) | .0 |
| INTEREST | 143.50 | 250.00 | 106.50 | 57.4 |
| MISCELLANEOUS/TRANSFERS | 3,750.00 | 15,000.00 | 11,250.00 | 25.0 |
| | 115,041.91 | 164,250.00 | 49,208.09 | 70.0 |
| EXPENDITURES | | | | |
| DEPARTMENT 86 | 104,454.78 | 233,057.00 | 128,602.22 | 44.8 |
| | 104,454.78 | 233,057.00 | 128,602.22 | 44.8 |

# M E M O R A N D U M

**TO:** **Mayor Vigil and the Stayton City Council**

**FROM:** **Rich Sebens, Chief of Police**

**SUBJECT:** **Monthly Crime Rate Comparison Statistical Sheets**

**DATE:** **December 16, 2013**

---

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

| | November 2013 | Year to Date 2013 | November 2012 | Year to Date 2012 |
|---|---|---|---|---|
| **Police Activity** | **684** | **9088** | **624** | |
| **Investigated Incidents** | **269** | **3906** | **287** | **3979** |
| **Citations/Warning** | **162** | **2672** | **150** | **2690** |
| **Traffic Accidents** | **5** | **95** | **15** | **140** |
| **Arrests** | **40** | **827** | **43** | **799** |
| **Reserve Volunteer Hours** | **393.50** | **3558.50** | | **1681.75** |
| **Citizen Volunteer Hours** | **0** | **351.75** | **N/A** | **N/A** |
| **Peer Court Referrals:** | **3** | **37** | **4** | **64** |

# STAYTON POLICE DEPARTMENT
# CONSOLIDATED MONTHLY CATEGORIZED REPORT-NIBRS
# 11/1/2013 - 11/30/2013

| | CRIMES | | | | CRIMES CLEARED BY ARREST & EXCEPTION | | | PERCENT CLEARED | | | PERSONS ARRESTED | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 11/ 1/13 to 11/30/13 | 1/ 1/13 to 11/30/13 | 1/ 1/12 to 11/30/12 | % Change Yr to Yr | 11/ 1/13 to 11/30/13 | 1/ 1/13 to 11/30/13 | 1/ 1/12 to 11/30/12 | 11/ 1/13 to 11/30/13 | 1/ 1/13 to 11/30/13 | 1/ 1/12 to 11/30/12 | 11/1/13 to 11/30/13 Juv | Adult | Total | 1/ 1/13 to 11/30/13 | 1/ 1/12 to 11/30/12 |
| **NON-CRIMINAL** | | | | | | | | | | | | | | | |
| ACCIDENT-INJURY | 0 | 7 | 15 | -53.3% | | | | | | | | | | | |
| ACCIDENT-PROPERTY | 2 | 43 | 77 | -44.2% | | | | | | | | | | | |
| ALL OTHER NON-CRIMINAL | 185 | 2,669 | 2,627 | 1.6% | | | | | | | | | | | |
| NON CRIM DOMESTIC DISTURB | 3 | 111 | 120 | -7.5% | | | | | | | | | | | |
| **NON-CRIMINAL TOTALS** | 190 | 2,830 | 2,839 | -0.3% | | | | | | | | | | | |
| **PERSON** | | | | | | | | | | | | | | | |
| AGGRAVATED ASSAULT | 2 | 14 | 19 | -26.3% | 2 | 14 | 17 | 100.0% | 100.0% | 89.5% | 0 | 1 | 1 | 17 | 20 |
| KIDNAPPING | 0 | 2 | 2 | 0.0% | 0 | 2 | 2 | 0.0% | 100.0% | 100.0% | 0 | 0 | 0 | 1 | 1 |
| OFFENSE AGAINST FAMILY | 0 | 5 | 6 | -16.7% | 0 | 2 | 5 | 0.0% | 40.0% | 83.3% | 0 | 0 | 0 | 5 | 6 |
| OTHER ASSAULTS | 5 | 65 | 72 | -9.7% | 5 | 51 | 58 | 100.0% | 78.5% | 80.6% | 0 | 4 | 4 | 40 | 49 |
| RAPE | 0 | 3 | 3 | 0.0% | 0 | 1 | 2 | 0.0% | 33.3% | 66.7% | 0 | 0 | 0 | 2 | 1 |
| RESTRAINING ORDER VIOLATION | 0 | 6 | 6 | 0.0% | 0 | 5 | 6 | 0.0% | 83.3% | 100.0% | 0 | 0 | 0 | 5 | 4 |
| ROBBERY | 2 | 5 | 4 | 25.0% | 1 | 4 | 3 | 50.0% | 80.0% | 75.0% | 0 | 1 | 1 | 5 | 2 |
| SEX OFFENSES | 1 | 13 | 16 | -18.8% | 0 | 3 | 11 | 0.0% | 23.1% | 68.8% | 0 | 0 | 0 | 6 | 8 |
| **PERSON TOTALS** | 10 | 113 | 128 | -11.7% | 8 | 82 | 104 | 80.0% | 72.6% | 81.3% | 0 | 6 | 6 | 81 | 91 |
| **PROPERTY** | | | | | | | | | | | | | | | |
| ARSON | 0 | 1 | 0 | 0.0% | 0 | 1 | 0 | 0.0% | 100.0% | 0.0% | 0 | 0 | 0 | 1 | 0 |
| BURGLARY - BUSINESS | 0 | 5 | 15 | -66.7% | 0 | 0 | 1 | 0.0% | 0.0% | 6.7% | 0 | 0 | 0 | 2 | 1 |
| BURGLARY - OTHER STRUCTURE | 3 | 10 | 15 | -33.3% | 0 | 2 | 3 | 0.0% | 20.0% | 20.0% | 0 | 0 | 0 | 2 | 0 |
| BURGLARY - RESIDENCE | 3 | 23 | 46 | -50.0% | 0 | 5 | 9 | 0.0% | 21.7% | 19.6% | 0 | 0 | 0 | 4 | 8 |
| COUNTERFEITING/FORGERY | 0 | 10 | 8 | 25.0% | 0 | 2 | 3 | 0.0% | 20.0% | 37.5% | 0 | 0 | 0 | 2 | 7 |
| FRAUD | 5 | 50 | 42 | 19.0% | 2 | 18 | 14 | 40.0% | 36.0% | 33.3% | 0 | 1 | 1 | 14 | 15 |
| LARCENY | | | | | | | | | | | | | | | |
| *Pickpocket* | *0* | *1* | *1* | *0.0%* | *0* | *0* | *0* | *0.0%* | *0.0%* | *0.0%* | *0* | *0* | *0* | *0* | *0* |
| *Purse Snatching* | *0* | *2* | *3* | *-33.3%* | *0* | *0* | *1* | *0.0%* | *0.0%* | *33.3%* | *0* | *1* | *1* | *1* | *2* |
| *Shoplifting* | *2* | *71* | *41* | *73.2%* | *2* | *51* | *29* | *100.0%* | *71.8%* | *70.7%* | *0* | *3* | *3* | *57* | *29* |
| *Theft from a Motor Vehicle* | *2* | *37* | *61* | *-39.3%* | *0* | *3* | *5* | *0.0%* | *8.1%* | *8.2%* | *0* | *0* | *0* | *1* | *6* |
| *Theft of MV Parts/Accessories* | *0* | *7* | *10* | *-30.0%* | *0* | *1* | *1* | *0.0%* | *14.3%* | *10.0%* | *0* | *0* | *0* | *1* | *0* |
| *Theft of Bicycle* | *4* | *17* | *45* | *-62.2%* | *0* | *5* | *1* | *0.0%* | *29.4%* | *2.2%* | *0* | *0* | *0* | *11* | *2* |
| *Theft from Building* | *1* | *14* | *19* | *-26.3%* | *1* | *5* | *2* | *100.0%* | *35.7%* | *10.5%* | *0* | *0* | *0* | *7* | *0* |
| *All Other Larceny* | *2* | *112* | *92* | *21.7%* | *0* | *24* | *22* | *0.0%* | *21.4%* | *23.9%* | *0* | *0* | *0* | *26* | *13* |
| LARCENY | 11 | 261 | 272 | -4.0% | 3 | 89 | 61 | 27.3% | 34.1% | 22.4% | 0 | 4 | 4 | 104 | 52 |

# 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:** **December 16, 2013**

**SUBJECT:** **November Monthly Operating Report**

---

| KEY ACTIVITIES | STATUS |
|---|---|
| • **WWTP Facility** | Effluent flows: 30.49 million gallons were treated during November. The highest flow was 1.23 million gallons on November 20th, and the lowest flow was 0.67 million gallons on November 1st. The average flow was 1.02 million gallons. Total rainfall for November was 3.63 inches. 20.60 tons of dewatered biosolids were produced. |
| • **WTP** | Highest production day was 2,809,000 on the November 12th. |
| • **Water System** | Replaced 4 meters and installed one new register. American Leak Detection checked for leaks west of First Ave. to Wilco Rd. and Water St. to Hummingbird. They found 27 leaks ranging from ½ gallon to 5 gallons per minute. City crews will start working on fixing the leaks in the next two months. Service line repairs at 1170 & 1172 Deerfield, 2310 Pine, and 1660 Sixth Ave. Repair to sample station on Pine. |
| • **Streets** | Swept 241 curb miles and removed approximately 300 cubic yards of material. The annual fall clean-up day for yard debris was November 2nd.City residents could drop off the yard debris at the City shops. A food donation for the local food bank was suggested. The City collected 60 yards of yard debris and donated 189 pounds of food and $5.00 to the food bank from that day. |
| • **Parks** | Volunteers: SHS Life Skills – 18 Hours; Court Ordered – 60 hours. Volunteer Hours Not Court Ordered – 6, Total Hrs – 84.The light project at Santiam Park and the Library have not been completed due to lack of man power and weather related problems. Assisted with preconstruction locates for Pioneer Park designs & upgrades. Made repairs to footbridge with eastside approach and anti-skid materials. CSW assisted with bridge and park clean up at Pioneer, Westown and Community Center Parks. Set Burn pile ablaze from some of the spring clean up projects. |

- **Building Permits**

| Permit Type | Issued | SDC's Paid |
|---|---|---|
| New Single Family Dwelling | 0 | |
| Residential Building Addition/Alteration/Other | 0 | 0 |
| Commercial Building Addition/Alteration/Other | 0 | 0 |
| Electrical | 3 | 0 |
| Mechanical | 1 | 0 |
| Plumbing | 1 | 0 |
| **TOTAL** | **5** | 0 |

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

# City of Stayton

***Planning and Development Department***
Mailing address: 362 N. Third Avenue· Stayton, OR 97383
Office location: 311 N. Third Avenue
Phone: (503) 769-2998 · FAX: (503) 767-2134
email: dfleishman@ci.stayton.or.us
www.staytonoregon.gov

# M E M O R A N D U M

**TO**: Mayor Scott Vigil and City Council Members

**FROM**: Dan Fleishman, Planning and Development Director

**DATE**: December 16, 2013

**SUBJECT**: Report of Activities for November, 2013

---

**Enforcement Activity Highlights**

Worked with owner of burned out building to secure building

Worked with property owner to remove trash piles

**Planning & Development Activity Summary**

Annexation initiation proceedings.

Planning Commission meeting with two public hearings

Reviewed 3 building permit applications.

Working with Public Works Department staff, improvements to the Geographic Information System continued.

# M E M O R A N D U M

**TO**: **Mayor Scott Vigil and Stayton City Councilors**

**FROM**: **Louise Meyers**

**DATE:** **December 16, 2013**

**SUBJECT:** **Library Director's Report, November Activities**

---

**Updates:**

The Oregon author series continued in November with author William Sullivan who has written many hiking guides. We will have 4 more authors in January and February as part of the Oregon Author series which is funded by a grant from the Marion Cultural Development Corporation.

In November, the Library hosted the 2nd Annual Hunger Games: Catching Fire, to coincide with the release of the new movie. We gave away free books, tickets to the movie, and other prizes.

During the month of December, the Library is running a "Food for Fines" canned food drive. We are inviting people to bring in two cans of food for each $1 owed in fines. Staff is working in collaboration with the Lions Club Food Drive, which increases the collections for them.

Our annual Mitten Tree is going well. There is a full bin of hats, mittens, and gloves, some of them handmade.

# 2013 - 2014 Monthly Library Statistics

| | July | August | Sept. | Oct. | Nov. | Dec. | Jan. | Feb. | March | April | May | June | 2012-13 | 2013-14 YTD | % Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **CHECKOUTS** | 12,712 | 12,114 | 10,667 | 14,011 | 12,048 | | | | | | | | **35,583** | **35,493** | 0% |
| **INCOME Received** | | | | | | | | | | | | | | | |
| Non-resident cards | $917.00 | $1,760.00 | $342.00 | $720.00 | $582.00 | | | | | | | | **$2,045.00** | **$4,321.00** | 111% |
| Fines: overdue books | $888.54 | $2,337.97 | $909.43 | $857.00 | $834.00 | | | | | | | | **$4,688.00** | **$5,826.94** | 24% |
| Room fees | $177.00 | $108.00 | $1,027.00 | $348.00 | $0.00 | | | | | | | | **$635.00** | **$1,660.00** | 161% |
| | | | | | | | | | | | | **Total** | **$7,368.00** | **$11,807.94** | 60% |
| **REFERENCE QUESTIONS** | | | | | | | | | | | | | | | |
| Reference questions | 645 | 585 | 476 | 619 | 589 | | | | | | | | **1,548** | **2,914** | 88% |
| Telephone | 356 | 393 | 374 | 384 | 276 | | | | | | | | **938** | **1,783** | 90% |
| | | | | | | | | | | | | **Total** | **2,486** | **4,697** | 89% |
| **INTERNET USE** | 1,940 | 1,900 | 1,502 | 1,700 | 1,529 | | | | | | | | **5,235** | **8,571** | 64% |
| **PROGRAM ATTENDANCE** | | | | | | | | | | | | | | | |
| Children/teens | 517 | 379 | 174 | 365 | 335 | | | | | | | | **1,367** | **1,770** | 29% |
| Adults | 223 | 154 | 130 | 177 | 165 | | | | | | | | **627** | **849** | 35% |
| Outreach | 80 | 0 | 195 | 887 | 829 | | | | | | | | **1,115** | **1,991** | 79% |
| | | | | | | | | | | | | **Total** | **1,763** | **4,610** | 161% |
| **MEETING ROOM ATTENDANCE** | 1,195 | 1,033 | 571 | 907 | 824 | | | | | | | | **2,175** | **4,530** | 108% |
| **PATRON VISITS** | 9,317 | 8,445 | 6,881 | 7,727 | 6,835 | | | | | | | | **24,263** | **39,205** | 62% |

Santiam Family YMCA
Pool Update for City Council Meeting 12/16/2013

**Aquatics Director Update:**
We have two candidates that we will be bringing to Stayton for final interviews. We have done extensive phone screenings and have narrowed the pool of applicants down to these two highly qualified individuals. One is from Oregon and the other from California. The Oregon candidate will be here the week of 12/16/2013 (weather allowing) and the other following Christmas. We are working hard to make sure we pick the right person for this position and not jump into putting the wrong one in place out of a sense of urgency. Although Steve is "retiring" he is staying on payroll and will be helping when necessary to make sure all is running smoothly in the pump room, teaching classes etc.

**Triathlon Update:**

**Sponsorships** are going well. I have started with the big ones and am working my way down. Waiting for confirmation on but have talked to and have verbal confirmation for:
Platinum - 2 this year (will be a $2500 increase at this level with the added sponsor)
Gold - 2 and am trying to get hold of Anytime Fitness.

**Timing:** I have spoke with AA and we are good to go for timing ~ they will actually have their own online registration site this year that will be up in January to start registration.

**Marketing:** The Y's communication/marketing director is in contact with Racecenter NW to get the event on their website. She will also be helping me get the registration form and other marketing materials created and printed as well as local marketing for the paper etc.

**Fun Stuff:** Have the Salem Y Fitness & Camp teams coming in to do fun stuff with the spectators/families until noon. There will be camp activities, family zumba etc. going on in the park (hopefully the weather will permit!).

Overall, the pool is functioning at a high level and all of the staff are doing a tremendous job. We are getting great feedback from our daily patrons (we have a "how are we doing" box for feedback in the lobby – most common comment is "need a hot tub!") as well as the swim lesson participants (we are surveying parents at the end of each session). Swim lessons are staying consistent in numbers, which we are very excited about. We have all of the daily classes that were previously offered, have added year-around swim lessons, a new beginning swim team, our YMCA USA Swim Team, SHS Swim Team and have brought Cascade HS swim team back to practice at the facility. We have gotten 2/3 through the Kiwanis lessons and are looking forward to finishing them up after the first of the year. I am extremely happy about the way the facility is running and feel we are on a good path for success in 2014.

Submitted By:
Lisa Eckis
Santiam Family YMCA
Branch Director
leckis@youry.org
(503) 769-2963

Attachment A

# CITY OF STAYTON
## APPLICATION FOR COMMISSION/COMMITTEE

**NAME OF COMMISSION/COMMITTEE:** Parks + Recreation Board

**PLEASE CHECK ONE:**
_____ New Applicant
__X__ Application for reappointment

Years resided in Stayton: 48

PLEASE PRINT

Name Dennis P Vietzke

Address 831 E Kathy Stayton, OR Home Ph# 503-769-6222

Email Address None Cell Ph# 503-884-9825

Occupation Retire

Place of Employment _____

Business Address _____

Phone _____ Email _____

1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)

   I was Shift supervisor AT Nopac Foods for 40 years and worked for Bob Parsons for 4 Months as ~~Pr~~ Parks Worker.

2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?

   I like working for the Parks and I feel I have something to offer

**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**

3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.

To finish Pioneer Park and Make improvements to all Parks

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

I have Been on The Parks Board for four years.

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?

I'm on The New Hope church Board and The parks Board

6. How did you learn about this vacancy?

_____ Our Website _____ Word of mouth _____ Other

7. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?

no

Signature of Applicant Dennis Vitek Date 12-3-13

PLEASE RETURN TO: City of Stayton
362 N. Third Avenue
Stayton, OR 97383

*It is the policy of the City to comply with all federal and state statutes on equal employment opportunity. This policy shall be applied without regard to any individual employee or job applicant's sex, race, color, religion, national origin, ancestry, age, marital status, political affiliation, genetic information, veteran status or any other legally protected status per state and federal law.*

**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**

Attachment A

# CITY OF STAYTON
## APPLICATION FOR COMMISSION/COMMITTEE

**NAME OF COMMISSION/COMMITTEE:** Parks board

**PLEASE CHECK ONE:**
_____ New Applicant
__x__ Application for reappointment

Years resided in Stayton: 7

PLEASE PRINT

Name Cherie Douglas

Address 818 West IDA street Home Ph# _____

Email Address Cheried53@gmail.com Cell Ph# 503 339 6922

Occupation RN

Place of Employment Oregon State hospital

Business Address 2600 Center street

Phone 503 945-2800 Email Cherie.a.douglas@state.or.us

1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)

   3 years on ~~boo~~ park committee.
   avid park consumer

2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?

   Improvements to our parks and to be a voice for families.

**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**

3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.
Safety in our parks
improvement on current parks
alignment to the City's Master plan

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?
not at this time

6. How did you learn about this vacancy?

_____ Our Website ___x___ Word of mouth _____ Other

7. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?
no

Signature of Applicant Cherie Douglas Date 12-3-2013

PLEASE RETURN TO: City of Stayton
362 N. Third Avenue
Stayton, OR 97383

*It is the policy of the City to comply with all federal and state statutes on equal employment opportunity. This policy shall be applied without regard to any individual employee or job applicant's sex, race, color, religion, national origin, ancestry, age, marital status, political affiliation, genetic information, veteran status or any other legally protected status per state and federal law.*

**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**

Attachment A

# CITY OF STAYTON
## APPLICATION FOR COMMISSION/COMMITTEE

**NAME OF COMMISSION/COMMITTEE:** Parks & Recreation

**PLEASE CHECK ONE:**
_____ New Applicant
__x__ Application for reappointment

Years resided in Stayton: 11 1/2

PLEASE PRINT

Name Pam Pugsley

Address 552 N 6th Ave. ~~Home~~ Ph# 503 576-9400

Email Address pampugsley552@gmail.com Cell Ph# "

Occupation retired

Place of Employment _____

Business Address _____

Phone _____ Email _____

1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)

   See attached resume

2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?

   I have always been a strong supporter of the parks since moving to Stayton.

**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**

3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.

The expansion of Pioneer Park

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

I've been on the Board for the last 5 months

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?

Parks + Recreation

6. How did you learn about this vacancy?

_____ Our Website _____ Word of mouth ___x___ Other

7. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?

No

Signature of Applicant R Hugley Date 12-2-13

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362 N. Third Avenue
Stayton, OR 97383

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**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**

Pam Pugsley
552 N. 6th Avenue
Stayton, OR 97383

Qualifications: Extensive library experience including supervising library personnel in performance of their duties, children's services, budgeting, purchasing, reference work, computer hardware and software, grant funding, attending City and CCRLS meetings, and working with Library Board to develop long range goals and policies.

Employment: Stayton Public Library, Stayton, OR 2002 to 2009, Library Director

Job duties included:

a. Evaluating, developing and establishing departmental goals and objectives. Planning and developing collections, library-related programs, policies, services and activities based on usage patterns, workload, staffing levels, and patron requests.
b. Assigning, supervising and evaluating work of subordinates. Hearing grievances, and administering disciplinary action. Interviewing and effectively recommending hiring and termination actions. Ensuring provision of adequate training within department. Performing professional librarian duties, e.g. evaluating, selecting and ordering new materials, classifying and cataloging materials, providing reference services, and determining withdrawals from circulation, etc.
c. Representing the City at public forums and the Chemeketa Cooperative Regional Library System. Attending various community groups, professional and civic organization meetings to communicate library policies and programs, and to develop goodwill toward the library.
d. Preparing and presenting initial budget request. Monitoring and approving expenditures for compliance to approved budget. Reviewing and approving budget requests and purchase orders for the library.
e. Working with the Library Board to develop policies and long-range goals. Attending City Council, Library Board meetings and various other meetings, providing input and receiving direction.
f. Attending training conferences and meetings, reading various library journals, and meeting with others in areas of responsibility.

Crook County Library, 1988 to 2002, Assistant Director/Children's Librarian/Network Administrator

Job duties included:

a. Directing library in absence of Library Director.
b. Maintaining library's network of 39 computers, including technical aspects of computer upgrades, maintenance and hardware repair under direction of outside computer consultant.
c. Writing and obtaining grant funding for computers and children's programs.
d. Directing outreach storyteller, Bookdrop Program and outreach to rural schools, preschools, daycare centers, and Headstart.
e. Planning and presenting programs and activities for children, including storytimes, Summer Reading Program and special presentations.
f. Reading book reviews, selecting and ordering of all young adult and children's materials.
g. Maintaining a budget for children's programs and materials.
h. Conducting staff training.
i. Acting as personal assistant to Library Director.

Non-Profit Experience:

a. Working with the Library Foundation
   On committees, at meetings and help with fund-raising activities
b. North Santiam Library District
   Formed a non-profit
   Co-wrote Library Services and Technology Grant - $48,000
   Met with the involved cities and libraries in conjunction with the formation of the district.
   Working with State Librarian, Jim Scheppke
   (We stopped working on a district at the request of the Library Foundation and the City due to the expansion of the library.)
c. Library, Parks and Pool Levy PAC member (twice)
   Did mailings, door-to-door canvassing, and telephoning
d. Friends of the Library
   President for 3 years after my retirement
   Prepared annual newsletter
   Scheduled fund-raising events
   Still an active member; working book sales and at the book store as well as sorting books weekly at the library

Awards: 2002 OLA Library Employee of the Year Award