



## AGENDA STAYTON CITY COUNCIL MEETING

**Monday, June 2, 2014**  
Stayton Community Center  
400 W. Virginia Street  
Stayton, Oregon 97383

**CALL TO ORDER**

**7:00 PM**

**Mayor Vigil**

**FLAG SALUTE**

**ROLL CALL/STAFF INTRODUCTIONS**

**PRESENTATIONS/COMMENTS FROM THE PUBLIC**

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. May 19, 2014 City Council Action Minutes
- b. CCRLS Contract Renewal

#### ***Purpose of the Consent Agenda:***

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

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

**PUBLIC HEARING**

**Resolution No. 911 and Resolution No. 912, Certifying Eligibility and Electing to Receive State Revenue Sharing Funds Commencement of Public Hearing**

- a. Staff Report – Christine Shaffer
- b. Questions from Council
- c. Proponents’ Testimony
- d. Opponents’ Testimony
- e. General Testimony
- f. Questions from Public
- g. Questions from Council
- h. Staff Summary
- i. Close of Hearing
- j. Council Deliberation
- k. Council Decision on Resolution No. 911 and Resolution No. 912

**Resolution No. 913, Adopting the F.Y. 2014-2015 City Budget, Making Appropriations and Levying Property Taxes for the Fiscal Year**

- a. Staff Report – Christine Shaffer
- b. Questions from Council
- c. Proponents’ Testimony
- d. Opponents’ Testimony
- e. General Testimony
- f. Questions from Public
- g. Questions from Council
- h. Staff Summary
- i. Close of Hearing
- j. Council Deliberation
- k. Council Decision on Resolution No. 913

**UNFINISHED BUSINESS**

**E. Burnett Street Fence**

**Action**

- a. Staff Report – Dan Fleishman
- b. Council Discussion
- c. Council Decision

**NEW BUSINESS**

**AFSCME Union Contract**

**Action**

- a. Staff Report – Keith Campbell and Christine Shaffer
- b. Council Discussion
- c. Council Decision

**Water System Development Charges**

**Informational**

- a. Staff Report – Dan Fleishman
- b. Council Discussion
- c. Council Decision

## **Adjustment in Library Open Hours**

**Action**

- a. Staff Report – Katinka Bryk
- b. Council Discussion
- c. Council Decision

## **STAFF/COMMISSION REPORTS – None**

## **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**

## **BUSINESS FROM THE MAYOR**

## **BUSINESS FROM THE COUNCIL**

## **FUTURE AGENDA ITEMS – June 16, 2014**

- a. Public Hearing – 4<sup>th</sup> Avenue Street Right of Way Vacation
- b. Court Rules
- c. Swearing in of Municipal Court Judge
- d. Pioneer Park Update
- e. I-Serve
- f. Cost of Living Adjustments
- g. Elections Certification
- h. Library Board Reappointments
- i. Jordan Bridge Update
- j. Pool Quarterly Report
- k. Public Works Standards Update
- l. Alley Encroachments

## **ADJOURN**

## CALENDAR OF EVENTS

### JUNE 2014

Monday	June 2	City Council	7:00 p.m.	Community Center (north end)
Tuesday	June 3	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	June 10	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Tuesday	June 10	PEG Commission	12:00 p.m.	City Hall Conference Room
Tuesday	June 10	Public Safety Commission	6:00 p.m.	City Hall Conference Room
Friday	June 13	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Monday	June 16	City Council	7:00 p.m.	Community Center (north end)
Wednesday	June 18	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	June 30	Planning Commission	7:00 p.m.	Community Center (north end)

### JULY 2014

Tuesday	July 1	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Friday	July 4	<b>CITY OFFICES CLOSED IN OBSERVANCE OF INDEPENDENCE DAY</b>		
Monday	July 7	City Council	7:00 p.m.	Community Center (north end)
Tuesday	July 8	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	July 11	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Wednesday	July 16	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	July 21	City Council	7:00 p.m.	Community Center (north end)
Monday	June 28	Planning Commission	7:00 p.m.	Community Center (north end)

### AUGUST 2014

Monday	August 4	City Council	7:00 p.m.	Community Center (north end)
Tuesday	August 5	National Night Out	6:00 p.m.	Various City Parks
Tuesday	August 5	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Friday	August 8	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Tuesday	August 12	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	August 18	City Council	7:00 p.m.	Community Center (north end)
Wednesday	August 20	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	August 25	Planning Commission	7:00 p.m.	Community Center (north end)

**City of Stayton  
City Council Meeting Action Minutes  
May 19, 2014**

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

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

**Time End:** 8:08 P.M.

**COUNCIL MEETING ATTENDANCE LOG**

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

AGENDA	ACTIONS
<b>REGULAR MEETING</b>	
<b>Presentations / Comments from the Public</b>	None
<b>Announcements</b> a. Additions to the Agenda b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None Councilor Quigley and Councilor Gooch have discussed the fence issue with neighbors, but both stated it will not influence their decision.
<b>Consent Agenda</b> a. May 5, 2014 City Council Action Minutes	Motion from Councilor Hemshorn, seconded by Councilor Gooch, to approve the consent agenda. <b>Motion passed 4:0.</b>
<b>Public Hearing</b>	None
<b>Unfinished Business</b>	None
<b>New Business</b> a. E. Burnett Street Fence  b. Ordinance No. 970, Amending Stayton Municipal Code Title 2, Chapter 2.20 Relating to the Municipal Court	Motion from Councilor Quigley, seconded by Councilor Hemshorn, to direct Planning and Development Director Dan Fleishman to research and clarify the state statute for annexation without property owner approval and provide this at the next Council meeting. <b>Motion passed 4:0.</b>  Motion from Councilor Quigley, seconded by Councilor Gooch, to enact Ordinance No. 970 relating to Stayton Municipal Code Title 2, Chapter 2.20. <b>Motion passed 4:0.</b>
<b>Staff / Commission Reports</b> <b>Finance Director's Report – Christine Shaffer</b> a. April 2014 Monthly Finance Department Report	No discussion.

<b>Police Chief's Report – Rich Sebens</b> a. April 2014 Statistical Report	Stayton Police Officers will be participating in local school field days. The annual Fishing Derby will be held on June 19.
<b>Public Works Director's Report – Dave Kinney</b> a. April 2014 Operating Report	Mr. Kinney stated the high school's tennis team is going to come in after their season ends to take care of the courts.
<b>Planning &amp; Development Director's Report – Dan Fleishman</b> a. April 2014 Activities Report	Brief discussion of what is included in the definition of Recreational Vehicles.
<b>Library Director's Report – Katinka Bryk</b> a. April 2014 Activities	Ms. Bryk updated the Council on events happening at the Library.
<b>Presentations / Comments From the Public</b>	None
<b>Business from the City Administrator</b>	Mr. Campbell informed the Council that an Open House at the new Municipal Court will be held on June 16 <sup>th</sup> .
<b>Business from the Mayor</b>	None
<b>Business from the Council</b>	Councilor Hemshorn inquired about the Future Agenda Items section and how it is tracked. She felt some items have been forgotten or are listed but never brought forward. Mr. Campbell explained the white board system staff is now using to track upcoming agenda items at City Hall.
<b>Future Agenda Items</b> a. 2014-2015 FY Budget Adoption b. Public Hearing – Revenue Sharing c. Water System Development Charges (SDC) d. Court Open House e. CCRLS Renewal f. Street Preservation g. Pioneer Park Update h. Library Board Appointments	

APPROVED BY THE STAYTON CITY COUNCIL THIS 2<sup>ND</sup> DAY OF JUNE 2014, BY A \_\_\_\_ VOTE OF THE STAYTON CITY COUNCIL.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
A. Scott Vigil, Mayor

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
Keith D. Campbell, City Administrator

Date: \_\_\_\_\_ Transcribed by: \_\_\_\_\_  
Alissa Angelo, Deputy City Recorder



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

**TO: Mayor A. Scott Vigil and the Stayton City Council**  
**FROM: Katinka Bryk- Library Director**  
**DATE: June 2, 2014**  
**SUBJECT: Renewal of Chemeketa Cooperative Regional Library Service contract**

---

**ISSUE**

CCRLS annual contract renewal - year two of current five year contract

**ENCLOSURES**

Amendment to Intergovernmental Agreement-Contract #10196400, Amendment #01  
Attachment A; Exhibit 1 to Amendment 01

**BACKGROUND INFORMATION**

CCRLS was formed in 1973 to help provide library services in the tri-county area, with its service boundaries the same as those of Chemeketa Community College. All residents currently pay \$.08 per thousand to CCRLS services. From those tax dollars an annual reimbursement is provided to member libraries based on two things- assessed valuation of property in the local service area and the number of items circulated to non-Stayton registered patrons, in addition to the services outlined below. The formula was last updated in 2009/10. That change caused an uptick in distribution to Stayton to a high of \$80,000 in 2012/13. This year's distribution is reduced because the circulation numbers are lower. The assessed valuation continues a slow rise.

**FISCAL IMPACT**

Disbursement to the Stayton Public Library of \$59,455.25 for FY2014-15.

Quarterly reimbursements for net lending at \$1.50 per item.

Continued participation in the Cooperative which provides these services at no additional charge:

- Millenium, (the Integrated Library System)
- Courier service 5 days a week
- 10 MG fiber optic internet connection to our 30 computers
- Strong IT support 24/7
- Computers -six OPACS, five circulation, one reservation station and one Self-Check
- Scanners and thermal receipt printers

- Envisionware PC reservation system, additional software and licensing
- Computer security; heavy firewall
- Bulk discount for additional computers of 25%
- Reimbursement for materials lost by non-Stayton patrons
- Access to OCLC WorldCat for lending
- Training, and mileage reimbursement to trainings and meetings (\$.56 per mile)
- Original cataloging for materials
- Online resources/databases and e-books
- Patron access to over 500,000 items
- E-commerce (patrons can pay fees online)
- Collection agency service

**OPTIONS**

Approve, deny or direct modification of the proposed agreement

**MOTION(S)**

N/A Included as a consent agenda item

# Chemeketa Cooperative Regional Library Service



Community. Literacy. Technology.

**TO:** CCRLS Library Directors  
**FROM:** John Goodyear, CCRLS Director  
**DATE:** May 13, 2014  
**SUBJECT:** CCRLS Contract Renewal

---

We are pleased to present you with the Chemeketa Cooperative Regional Library Services [CCRLS] Library Participation in CCRLS Contract Renewal Amendment for the FY2014-15.

Please review your agreement and attachments carefully, there were some updates. If any changes need to be made please contact me by phone at 503-315-4584 or by email at [jgoodyear@ccrls.org](mailto:jgoodyear@ccrls.org). If no changes are required, please print 2 complete copies of this document and then, both you as library director, and your designated city/district official, need to sign both copies of the amendment.

PLEASE NOTE: The CCRLS Advisory Council List of Board Members (Attachment B – Exhibit 3), has been withheld to avoid delay in sending out the agreements. After the School Board's approval in June the list will be emailed to you electronically and it will be posted to the CCRLS website.

When the agreements have been fully signed and executed, please return both original copies to my Administrative Assistant at the following address:

Kelly Robinson  
Chemeketa Cooperative Regional Library Service  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070

Once we receive the signed originals I will sign both copies and then one fully signed copy will be returned to you.

If possible, we would like to receive the signed agreements back from you by Friday, June 6<sup>th</sup> at our next PYM meeting. We realize that in every case it may not be possible to have the agreements signed and returned to CCRLS by then because of local government schedules. If you anticipate a delay, please let us know. At the very latest we would like them by the end of June.

If you have any concerns, please feel free to call me at 503-315-4584, or my Administrative Assistant Kelly Robinson at 503-399-5165. If you would like an electronic copy of the fully signed agreement please let us know and we will email one to you.

Thank you for your immediate assistance in reviewing and signing these agreements. CCRLS looks forward to working with you and your staff in the next fiscal year.

P.O. Box 14007, Salem, OR 97309-7070 - Phone: (503) 315-4584 - Fax: (503) 399-7316

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

**Contract #10196400, Amendment #01**

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and the City of Stayton, hereafter known as CITY.

**Purpose:** The purpose of this amendment is to add funding for the 2014-15 fiscal year and to make changes in the contract consistent with the purchase of a new interlibrary loan system.

- 1) **Attachment A** is deleted in its entirety and replaced by the revised **Attachment A** which is attached to this amendment as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1** is deleted in its entirety and replaced by the revised **Attachment A1** which is attached to this amendment as **Exhibit 2** and which is incorporated herein by this reference.
- 3) This amendment is effective upon signature by both parties. The changes to Attachment A1 are effective for the period July 1, 2014 - June 30, 2015 upon signature by both parties.

**Signatures**

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below, effective as of the date set forth herein.

**For COLLEGE:**

**For CITY:**

\_\_\_\_\_  
(Signature) (Date)  
**John Goodyear**  
**Executive Director**  
**Chemeketa Cooperative Regional Library Service**

\_\_\_\_\_  
(Signature) (Date)  
**Katinka Bryk**  
**Library Director**

\_\_\_\_\_  
(Signature) (Date)  
*Keith D. Campbell*  
**City Administrator**

Chemeketa Community College is an equal opportunity/affirmative action employer and educational institution.  
To request this publication in an alternative format, please call 503.399.5192.

**Exhibit 1 to Amendment 01**  
**10196400 Attachment A**  
**Statement of Work/Consideration**

**1) Statement of Work**

a) Under this agreement CITY shall:

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

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

b) Under this agreement College shall:

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

a. Maintain the following:

1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council which shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the CCRLS website.
2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

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

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

bar codes, overdue notices, magnetic tapes, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CITY.

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

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

equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CITY at direct cost and payable to COLLEGE.

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

## 2) Consideration

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

Revised 5.12.14

**ATTACHMENT A1  
COMPENSATION SCHEDULE  
FY 2014-15**

**Non-Resident Library Service Fee to City by College**

Library	Amount	Quarterly Payment
AMITY	6,002	1,501
CHEMEKETA	6,987	1,747
DALLAS	63,502	15,876
DAYTON	6,782	1,695
INDEPENDENCE	42,366	10,592
JEFFERSON	10,106	2,527
LYONS	10,243	2,561
MCMINNVILLE	138,768	34,692
MONMOUTH	57,971	14,493
MT ANGEL	14,740	3,685
NEWBERG	95,106	23,777
SALEM	559,643	139,911
SHERIDAN	14,075	3,519
SILVER FALLS	76,402	19,101
STAYTON	56,723	14,181
WAGNER LIBRARY (FALLS CITY SD)	4,513	1,128
WILLAMINA	13,807	3,452
WOODBURN	70,324	17,581

**Net Loan Payment to City by College**

The net loan payment rate for fiscal year 2014-15 shall be \$1.50 per item.



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

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

**FROM:** Christine Shaffer, Finance Director

**DATE:** June 2, 2014

**SUBJECT:** Resolution No. 911 and Resolution No. 912, Certifying Eligibility and Electing to Receive State Revenue Sharing Funds

---

**ISSUE**

Compliance with Oregon Revised Statutes in order to receive State Shared Revenues.

**STAFF RECOMMENDATION**

Staff recommends that Council approve Resolution No. 911, certifying the City's eligibility to receive state-shared revenues and Resolution No. 912, electing to receive these funds.

**BACKGROUND INFORMATION**

ORS 221.760 provides that cities located within a county having more than 100,000 inhabitants must provide four or more of the following municipal services to be eligible to receive state-shared revenues:

- Police protection
- Fire protection
- Street construction, maintenance, and lighting
- Sanitary sewers
- Storm sewers
- Planning, zoning, and subdivision control
- One or more utility services

Resolution No. 911 certifies the City's eligibility to receive state-shared revenues.

ORS 221.770 requires cities to annually pass a resolution requesting state revenue sharing money. Resolution No. 912 declares the City's election to receive state revenues. Along with

this resolution, we also certify, on a state provided form, attested to by the Deputy City Recorder, the two required public hearings were held.

### **FACTS AND FINDINGS**

On May 6, 2014, a public hearing was held at the budget committee meeting to receive citizen input on possible uses of revenue sharing funds. Earlier this evening, a public hearing was held to receive citizen input on proposed uses of State Revenue Sharing funds. Oregon Revised Statutes (ORS) further require that the Council pass two separate resolutions in order to receive these funds.

### **FISCAL IMPACT**

The City will realize revenue of \$65,000 in the General Fund in Fiscal Year 2014 - 2015.

### **OPTIONS**

1. Approve the attached Resolutions to comply with State Revenue Sharing Law and be eligible to receive these funds
2. Not approve the attached Resolutions to comply with State Revenue Sharing Law and be ineligible to receive these funds

### **MOTION(S)**

For Option 1: Offer a motion to approve Resolution No. 911, Certifying the City of Stayton's Eligibility to Receive State-Shared Revenues by Providing the Necessary Municipal Services.

Offer a motion to approve Resolution No. 912, Declaring the City's Election to Receive State Revenues.

For Option 2: No motion necessary.

**RESOLUTION No. 911**

**A RESOLUTION CERTIFYING THE CITY OF STAYTON'S ELIGIBILITY TO RECEIVE STATE-SHARED REVENUES BY PROVIDING THE NECESSARY MUNICIPAL SERVICES.**

WHEREAS, ORS 221.760, Section 1., provides that the officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1. Police protection
2. Fire protection
3. Street construction, maintenance, and lighting
4. Sanitary sewers
5. Storm sewers
6. Planning, zoning, and subdivision control
7. One or more utility services

WHEREAS, City officials recognize the desirability of assisting the state office responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

NOW THEREFORE, be it resolved by the Stayton City Council that the City of Stayton hereby certifies that it provides the following municipal services enumerated in Section 1, ORS 221.760:

1. Police protection
2. Street construction, maintenance, and lighting
3. Sanitary sewers
4. Storm sewers
5. Planning, zoning, and subdivision control
6. Water utility service

Approved by the Stayton City Council this 2<sup>nd</sup> day of June, 2014.

CITY OF STAYTON

Date: \_\_\_\_\_

By: \_\_\_\_\_  
A. Scott Vigil, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
David A. Rhoten, City Attorney

**RESOLUTION No. 912**

**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES.**

WHEREAS, revenue sharing statutes require that a city may not be included in apportionments or receive distributions of State Revenue Sharing unless it elects to receive distributions by enactment of an ordinance or resolution expressing that election;

WHEREAS, a public hearing before the Budget Committee was held on the 6<sup>th</sup> day of May, 2014 and a public hearing before the City Council was held on the 2<sup>nd</sup> day of June, 2014, giving the citizens an opportunity to comment on use of State Revenue Sharing.

NOW THEREFORE, be it resolved by the Stayton City Council that, pursuant to ORS 221.770, the City of Stayton hereby elects to receive state revenues for the 2014-2015 fiscal year.

Approved by the Stayton City Council this 2<sup>nd</sup> day of June, 2014.

CITY OF STAYTON

Date: \_\_\_\_\_

By: \_\_\_\_\_  
A. Scott Vigil, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
David A. Rhoten, City Attorney



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

**TO:** Mayor A. Scott Vigil and the Stayton City Council  
**FROM:** Christine Shaffer, Finance Director  
**DATE:** June 02, 2014  
**SUBJECT:** Resolution No. 913 Adopting the F.Y. 2014-2015 City Budget, Making Appropriations and Levying Property Taxes for the Fiscal Year

---

**ISSUE**

Resolution No. 913 Adopting the Budget, Making Appropriations and Levying Property Taxes for Fiscal Year 2014-2015.

**STAFF RECOMMENDATION**

Staff recommends approval of Resolution No. 913 as presented or as may be amended.

**BACKGROUND INFORMATION**

On May 06, 2014, the City of Stayton Budget Committee approved a City Budget for Fiscal Year 2014-2015, including the levying of the City's established permanent tax rate of \$3.328/\$1,000 of assessed value and a local option property tax at the rate of \$0.60/\$1,000 as approved by Stayton voters on May 15, 2012.

Scheduled at the beginning of this meeting's agenda was a public hearing before the governing body, the Stayton City Council, as required by Oregon Budget Law, to receive public input regarding the Budget as approved by the Budget Committee.

Local Budget Law allows the governing body to make changes to the Approved Budget during adoption, as long as the estimated appropriations in a fund are not increased over the amount approved by the Budget Committee by more than \$5,000 or 10 percent of the appropriation, whichever is greater.

## **FACTS AND FINDINGS**

Any changes deemed appropriate as a result of public testimony received at the Public Hearing on the 2014-2015 City Budget, held earlier this evening, should also be made at this time.

While the Budget Committee approves the budget by line item as well as by totals, adoption of the Budget by the City Council is done by category totals, although any final line item changes are reflected in those totals.

## **FISCAL IMPACT**

Total City Budgeted appropriations are \$19,295,810, General Fund Budget is \$3,803,350.

## **OPTIONS**

1. Adopt the 2014-2015 Budget as presented.
2. Adopt the 2014-2015 Budget with further specific amendments.

## **MOTION(S)**

Offer a motion to approve Resolution No. 913, Adopting the 2014-2015 Budget, Making Appropriations for the 2014-2015 Fiscal Year and Levying Taxes for the Fiscal Year (either as presented or as further specifically amended).

**RESOLUTION NO. 913**

**A RESOLUTION ADOPTING THE 2014-2015 BUDGET, MAKING APPROPRIATIONS FOR THE 2014-2015 FISCAL YEAR, AND LEVYING TAXES FOR THE FISCAL YEAR.**

**ADOPTING THE BUDGET**

BE IT RESOLVED that the Stayton City Council adopts the budget for fiscal year 2014-2015 now on file at Stayton City Hall.

**MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts budgeted for the fiscal year beginning July 1, 2014, for the purposes shown below, are hereby appropriated:

**GENERAL FUND**

Personal Services.....	\$2,159,338
Materials and Services.....	\$1,047,849
Capital Outlay .....	\$39,500
Transfer .....	\$295,500
Operating Contingency.....	\$261,163

Fund Total: \$3,803,350

Summary by Department:

Administration.....	\$479,481
Planning Department.....	\$159,818
Non-Departmental.....	\$726,683
Police Department.....	\$1,919,675
Street Lighting.....	\$116,685
Municipal Court .....	\$186,785
Park Maintenance.....	\$154,274
Community Center .....	\$59,948

PUBLIC WORKS ADMINISTRATION

Personal Services.....	\$337,460
Materials and Services.....	\$107,550
Contingency .....	\$5,090

Fund Total: \$450,100

LIBRARY FUND

Personal Services.....	\$371,580
Materials and Services.....	\$67,659
Capital Outlay.....	\$51,600
Transfers .....	\$2,000
Contingency.....	\$2,923

Fund Total: \$495,762

WATER FUND

Personal Services.....	\$450,572
Materials and Services.....	\$497,244
Capital Outlay .....	\$220,000
Debt Service .....	\$358,811
Transfers.....	\$398,919
Operating Contingency.....	\$372,954

Fund Total: \$2,298,500

STORM WATER FUND

Personal Services.....	\$36,821
Materials and Services.....	\$82,929
Capital Outlay .....	\$250,000
Transfers.....	\$73,980
Operating Contingency.....	\$50,000

Fund Total: \$493,730

SEWER FUND

Personal Services.....	\$657,968
Materials and Services.....	\$1,041,542
Capital Outlay .....	\$685,000
Debt Service .....	\$828,697
Transfers.....	\$414,466
Reserved for Future Expenditure .....	\$431,447
Operating Contingency.....	\$1,324,900

Fund Total: \$5,384,020

STREET FUND

Personal Services.....	\$84,470
------------------------	----------

Materials and Services.....	\$232,780
Capital Outlay .....	\$360,000
Transfers.....	\$122,937
Operating Contingency.....	\$51,839
Fund Total: \$852,026	

FACILITIES DEVELOPMENT & MAINTENANCE FUND

Materials and Services.....	\$110,000
Capital Outlay .....	\$260,000
Contingency .....	\$67,000
Fund Total: \$437,000	

VEHICLE REPLACEMENT FUND

Materials and Services.....	\$5,000
Capital Outlay .....	\$85,000
Contingency .....	\$740,000
Fund Total: \$830,000	

BLOCK GRANT FUND

Special Payments.....	\$100,000
Fund Total: \$100,000	

GRANT FUND

Personal Services.....	\$97,000
------------------------	----------

Materials and Services.....	\$254,500
Capital Outlay .....	\$111,000
Fund Total: \$462,500	

TRUST AND AGENCY FUND

Other Expenditures.....	\$350,000
Fund Total: \$350,000	

SWIMMING POOL FUND

Materials and Services.....	\$157,928
Capital Outlay .....	\$105,000
Operating Contingency.....	\$4,689
Fund Total: \$267,617	

WATER SDC FUND

Materials and Services.....	\$67,000
Capital Outlay .....	\$100,000
Transfers.....	\$870
Fund Total: \$167,870	

SEWER SDC FUND

Materials and Services.....	\$90,000
-----------------------------	----------

Capital Outlay .....	\$100,000
Transfers.....	\$231,915

Fund Total: \$421,915

STREET SDC FUND

Materials and Services.....	\$108,500
Capital Outlay .....	\$250,000
Transfers.....	\$2,120

Fund Total: \$360,620

STORM SDC FUND

Materials and Services.....	\$10,000
Capital Outlay .....	\$0
Transfers.....	\$0

Fund Total: \$10,000

PARK SDC FUND

Materials and Services.....	\$3,500
Capital Outlay .....	\$25,000
Transfers.....	\$30,400

Fund Total: \$58,900

PARKS CONSTRUCTION FUND

Materials and Services.....	\$6,500
Capital Outlay .....	\$482,400
Contingencies.....	\$19,000
Fund Total: \$507,900	

CONSTRUCTION FUND

Materials and Services.....	\$200,000
Capital Outlay .....	\$1,300,000
Contingencies.....	\$44,000
Fund Total: \$1,544,000	

Total Appropriations	\$ 19,295,810
Total Unappropriated and Reserve Balances	\$1,225,594

**TOTAL BUDGET \$20,521,404**

**CATEGORIZING THE TAX**

WHEREAS, the voter-approved local option taxes are subject to the General Government Limitation; and

WHEREAS, the City of Stayton must indicate such in its levy Resolution;

THEREFORE, BE IT RESOLVED that the Stayton City Council hereby levies the taxes provided for in the adopted budget at the permanent rate of \$3.328 per \$1,000 of property value and that these taxes are levied upon the assessed value at 1:00 a.m., January 1, 2014, and at the

rate of \$0.60 per \$1,000 of property assessed value for local option tax on all taxable property within the City of Stayton. The following allocation and categorization, subject to the limits of Section 11b., Article XI of the Oregon Constitution, make up the aggregate levy rate:

	Subject to the General Government Limitation	Excluded from the Limitation
General Fund	\$3.328/\$1,000	
Local Option Tax (approved May 15, 2012)	\$0.60/\$1,000	

APPROVED BY THE STAYTON CITY COUNCIL this 2nd day of June, 2014.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
A. Scott Vigil, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
David A. Rhoten, City Attorney



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

**TO: Mayor A. Scott Vigil and the Stayton City Council**  
**FROM: Dan Fleishman, Director of Planning and Development**  
**DATE: June 2, 2014**  
**SUBJECT: E Burnett Street Fence, Annexation Procedures**

---

**ISSUE**

The issue before the City Council is the disposition of the city-owned fence on E Burnett St. and whether to pursue annexation of the properties on the south side of E Burnett St. State law requires a vote by the electors of the territory to be annexed unless the property owners consent is received.

**BACKGROUND INFORMATION**

Annexation

The City Council has discussed the fate of the fence on E Burnett St on several occasions, most recently at the May 19 City Council Meeting. At that time, the City Council requested that staff return with additional information regarding the procedures for annexation of the properties on the south side of E Burnett St that are being screened by the fence.

Annexation of territory into the City limits is controlled by ORS Chapter 222. The City's land use attorney's response was that "annexation rules are arcane and confusing." This staff report attempts to simplify them for the City Council's easier understanding.

The statute allows a proposal for annexation of territory to a city to be initiated by the governing body of the city on its own motion. Except as provided by ORS 222.120 or ORS 222.170, the law requires that the governing body submit the proposal for annexation to the electors of the territory proposed to be annexed.

Under these provisions there are two scenarios which could result in not having to hold an election in the territory to be annexed. The first is that all of the owners of the property to be annexed consent in writing to the annexation. The second is if more than half of the owners of the land in the territory, who also own more than half of the land in the contiguous territory and representing more than half of the assessed value of all real property in the territory consent in writing. With only two parcels, obtaining the consent of a majority of the owners means all of the owners.

In the case before City Council there are two parcels. The Kassner parcel is 0.9 acres in area and the Delarosa property is 0.4 acres in area. The City's land use attorney has advised that there is nothing in the charter or state law that requires the two annexations to be combined, so it is perfectly appropriate to consider them as two individual annexations, and not compelled to be submitted to the voters under the city charter.

In 1999 the Kassners entered into a contract for annexation with the City. However, ORS 222.173 states that consent must be filed within one year of the public hearing and 15 years have now passed. Therefore the City Attorney suggests obtaining a new written consent.

### Fence Options, Continued

At the May 19 meeting the City Council discussed various options for the fence. Following the meeting Councilor Quiqley asked staff to research the cost of replacing the fence with arborvitae. Bob Parsons, the Parks Maintenance Supervisor contacted two different suppliers and came up with the costs for the following options for 377' for length of fenced area, with plants on 3-foot centers:

Option 1: 3½' tall –1 plant per container 125 @ \$14.00 per container = \$ 1,750

Option 2: 6' tall –1 plant per container 125 @ \$22.00 per container = \$ 2,750

Plus planting mix, stakes & collars, equipment rental to auger holes - \$500 +/-

Preparation and installation of plants – up to 2 days

### **FISCAL IMPACT**

Depends on options chosen by City Council

### **STAFF RECOMENDATION**

None

### **OPTIONS**

The options presented in the May 19 staff report still remain:

1. Remove Fence – minimal cost – Labor and disposal costs.
2. Repair Fence – Staff did an onsite review and estimate of the anticipated material needed to repair the fence which would include the removal of the top portion of the fence. This repair would require an estimated \$1,200 in materials, which does not include labor costs.
  - a. Require impacted homeowners to pay for the needed repairs.
  - b. Place the fence on ISERVE and work to get a local group or organization to make repairs.
  - c. Seek a local church or charitable organization to complete the needed repairs. (The Church of the Latter Day Saints has offered to repair and assume the upkeep of the Delarosa section of the fence. This would constitute approximately 30% of the area of the fence.) If no viable options can be found in a reasonable timeframe for 2a, 2b, or 2c then remove the fence as per Option 1.
3. Replace the fence with a new similar fence located at existing right of way (RoW) line – would involve tree removal. At \$45/LF for 6-ft cedar fence installed cost at 375 feet of

fence estimated at \$17,000. At \$37.75/LF for 6-ft vinyl privacy fence installed was estimated at \$14,000. (Rick's Custom Fence and Deck quoted both prices).

4. Replace the fence with an arborvitae hedge or other similar landscape screen. Costs are estimated above. It would be several years before 3 1/2-foot shrubs provide an effective visual screen. A watering system would be required for at least the first summer.
5. Complete Burnett Street construction within existing ROW – south curb on fully improved sections of street appears to be at the RoW line of the partially improved section, but a temporary construction easement and a slope easement would be necessary. Construction costs estimated at \$100/ft; 375 feet of expanded street estimated at \$40,000. There would be additional estimated costs of \$5,000 for surveying and engineering. This would improve the road and remove the fence, but would not address the purpose of the current fence.
5. Take an additional 15 feet of RoW from abutting properties and complete Burnett St – based on the Marion County Assessor's land valuation, acquisition cost is estimated at \$20,000 to \$25,000 plus appraisal and legal costs for eminent domain, plus \$40,000 for street construction and \$5,000 for surveying and engineering. (The City could assess the cost of the street improvements back to the Kassner and Delarosa properties. This assessment would be over a ten-year period.) This option would improve the road and remove the fence, but would not address the purpose of the current fence.
6. Facilitate erection of a fence on private property. Marion County fence regulations require any fence over two feet in height adjacent to a street to be at least 75% open; therefore a new fence on private property would not provide an effective screen.
  - a. Seek a local church (LDS) or charitable organization to erect a new fence on private property.
7. Annex Kassner and Delarosa properties
  - a. Annex them in separate proceedings, without the need for a city election
  - b. Annex them together, with a city electionEither option, consent of the owners is necessary.
8. Work with Marion County Code Enforcement (MCCE) for enforcement of County Codes relative to nuisance conditions; MCCE is currently working on trash removal from Kassner property.

#### **MOTION(S)**

1. Move to direct staff to move forward with one, or more, of the suggested options.
2. Move to direct staff to an alternative not presented in the staff report.
3. Move to direct staff to provide additional information or address concerns and bring the item to a future meeting.



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

**TO:** Mayor A. Scott Vigil and the Stayton City Council  
**FROM:** Keith D. Campbell, City Administrator  
Christine Shaffer, Finance Director  
**DATE:** June 2, 2014  
**SUBJECT:** AFSCME Union Contract

---

---

**ISSUE**

The Current Contract with the American Federation of State, County, and Municipal Employees (AFSCME) expires on June 30, 2014.

**STAFF RECOMMENDATION**

Staff recommends adoption of the newly negotiated AFSCME contract that will be in effect until June 30, 2016. The Union members have voted to approve the contract as presented.

**BACKGROUND INFORMATION**

Staff presented the recommended contract to the Mayor and City Council in executive session on May 19, 2014. The major changes in the contract are a modification of the hours an employee must work per week to qualify for insurance benefits, an additional half-day holiday on Christmas Eve. A reduction in the amount of time a new employee must wait to use sick and vacation time from 6 months to 3 months.

There was a change in the bereavement policy allowing more sick time to be used for immediate family members. The pager policy was changed for Public Works field crew, but will remain for employees of the Wastewater Facility. The COLA negotiated for the next two years is a minimum of 1% with a maximum of 2%.

In reviewing the Union Contract, we feel this is a very reasonable Contract for both the City and the Union employees.

## **OPTIONS**

1. Adopt the AFSCME Union Contract as presented.
2. Direct the City Administrator to reopen negotiations to modify the AFSCME Contract as directed by the City Council.

## **MOTION(S)**

1. Offer a motion to adopt the AFSCME Union Contract as presented by staff.
2. Offer a motion directing the City Administrator to reopen negotiations to modify the AFSCME Contract with the following changes.

**COLLECTIVE BARGAINING AGREEMENT**

By and Between

**THE CITY OF STAYTON, OREGON**

And

**AFSCME LOCAL 3222**

of

**American Federation of State, County & Municipal Employees**

July 1, 2014 June 30, 2016

## TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2 – DEFINITIONS .....	3
ARTICLE 3 – PURPOSE.....	4
ARTICLE 4 – MANAGEMENT RIGHTS.....	5
ARTICLE 5 – MEMBERSHIP AND UNION AFFAIRS.....	5
ARTICLE 6 – TERM OF AGREEMENT .....	7
ARTICLE 7 – EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT .....	7
ARTICLE 8 – DISCIPLINE .....	7
ARTICLE 9 – GRIEVANCE PROCEDURE .....	9
ARTICLE 10 – NO STRIKE-LOCKOUT .....	11
ARTICLE 11 – SENIORITY.....	12
ARTICLE 12 – LAYOFF AND RECALL.....	12
ARTICLE 13 – HOURS OF WORK AND OVERTIME .....	13
ARTICLE 14 – HOLIDAYS .....	15
ARTICLE 15 – VACATION.....	16
ARTICLE 16 – FAMILY AND MEDICAL LEAVE .....	18
ARTICLE 17 – SICK LEAVE .....	19
ARTICLE 18 – JOB CLASSIFICATIONS AND WAGES.....	21
ARTICLE 19 – OTHER LEAVES OF ABSENCE.....	22
ARTICLE 20 – POLICIES OF GENERAL APPLICATION.....	24
ARTICLE 21 – ON-CALL AND CALL-BACK PAY .....	25
ARTICLE 22 – NON-DISCRIMINATION .....	25
ARTICLE 23 – COMPLETE AGREEMENT .....	25
ARTICLE 24 – BARGAINING UNIT WORK .....	25

ARTICLE 25 – SAVINGS CLAUSE .....	25
ARTICLE 26 – SAFETY .....	25
ARTICLE 27 – HEALTH AND WELFARE .....	26

## **PREAMBLE**

This Agreement is entered into between the City of Stayton, Oregon, hereinafter referred to as the "City," and AFSCME Local 3222 Council 75, hereinafter referred to as the "Union."

## **ARTICLE 1 – RECOGNITION**

The City of Stayton recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 75, hereafter referred to as the Union, as the sole and exclusive collective bargaining representative for all full and part time employees employed by the City. Excluded from this bargaining unit are all temporary and seasonal employees, employees in the Police bargaining unit, managers, supervisors, and confidential employees, and employees who work fewer hours than required to be part time employees as defined in this agreement.

## **ARTICLE 2 – DEFINITIONS**

**2.1 Regular Full-time Employee.** An employee, hired to work at least forty (40) hours per week on a regular basis, who has successfully completed a probationary period of one year as defined in Section 2.4.

**2.2 Regular Part-Time Employee.** An employee who regularly works less than forty (40) hours per week, and Thirty (30) or more hours per week who has successfully completed a probationary period of six (6) months as defined in Section 2.4. Such employees shall be paid at the hourly rate of pay in accordance with the provisions of the applicable Addendum. Regular part-time employees shall be entitled to prorated benefits (insurance, sick leave, annual leave, etc.), in addition to the hourly compensation paid for those hours worked by the employee. Regular part-time employees shall receive pro-rata holiday pay only for holidays that fall on the employee's regularly-scheduled work day. If a holiday falls on a regular part-time employee's non-scheduled day, no holiday pay will be paid. An employee who works a regular weekly schedule with the City, but who works less than twenty-five (25) hours per week (twenty (20) hours for library employees) but more than ten (10) hours per week shall also be considered a regular employee and covered by this Agreement. Such employees, however, are not entitled to any fringe benefits under this Agreement. Employees approved for positions of less than 25 hours per week (20 for library employees) must obtain their supervisor's permission prior to exceeding the 25-hour (or 20-hour) limit in any particular workweek.

**2.3 Temporary Employee.** An employee who is hired to work on a limited or seasonal basis or work no more than nine (9) months in a twelve (12) month period. The nine-month duration of a temporary hire may be extended with agreement of the Union. Temporary employees are not entitled to fringe benefits described in this agreement; (i.e. paid holidays, paid vacation, paid sick leave, insurance, etc.). The City has the right to hire temporary employees as it may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak work loads, to complete projects on a timely basis, to cover for employees who are utilizing sick leave, vacation time and paid or unpaid leaves of absences, to cover work requirements in unanticipated or unexpected circumstances, or to carry out work in a shortage of personnel situations as determined by the City. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the 40 hour and nine month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. Temporary employees shall not be hired to replace bargaining unit positions, and are intended to be used to supplement the work force as may be needed periodically. Temporary employees shall be paid on an hourly basis at the appropriate wage step as determined by the City. There shall be no responsibility on the part of the City to re-employ or continue the employment of such employees, nor is there any responsibility on the behalf of the Union as to such.

**2.4 Probationary Employee.** An employee appointed to fill a regular position of employment as defined in Section 2.1 or 2.2 who has completed less than the initial one-year period of continuous employment (for full time employees) or less than the initial six-month period of continuous employment (for part-time employees). During the probationary period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse.

**2.5 Gender-neutral Pronouns.** Where pronouns are used herein, both the masculine pronoun ("he") and the feminine pronoun ("she") are intended to be gender neutral and to apply to members of both genders.

### **ARTICLE 3 – PURPOSE**

The purpose of this Agreement is to provide for wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the City and its employees, to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of City property, and safety of employees; and to this end the City pledges itself to give its employees considerate and courteous treatment, and the employees pledge to render loyal and efficient public service. The parties agree to extend to one another proper courtesy and respect.

## ARTICLE 4 – MANAGEMENT RIGHTS

**4.1** Management Generally. The Union recognizes the prerogatives of the City to determine how to provide public services and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the City as the City periodically may determine, in its discretion. The City's prerogatives include, but are not limited to the following matters:

- a) The right to establish any and all lawful work rules and procedures;
- b) The right to schedule any and all work, overtime work, and any and all methods and processes by which work is performed and services are provided, in a manner most advantageous to the City and consistent with the public interest;
- c) The right to hire, transfer, layoff and promote employees as deemed necessary by the City;
- d) The right to discipline an employee as provided in the disciplinary article of this Agreement;
- e) The right to make any and all determinations as to the size and composition of the work force and the right to make assignments of employees to work locations and shifts;
- f) The right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions, and nevertheless be performed by employees when requested to do so by the City;
- g) The right to take whatever action the City deems necessary to provide services in an emergency.

**4.2** Elected Prerogatives. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Council and/or the City Administrator and/or Department Heads and the rights and obligations owed thereby to the citizenry.

## ARTICLE 5 – MEMBERSHIP AND UNION AFFAIRS

**5.1** Fair Share Dues. - All employees covered by the terms and conditions of this Agreement, within 60 days from date of hire, shall become a member of the Union or pay the equivalent of dues to the Union to help defray the costs of contract negotiation and administration. The City shall inform all newly hired employees of the above requirement at the time of their employment. Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will require the employee to inform the City and the Union of his or her objection. The employee will meet with the representative of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount equivalent to regular Union membership dues to a nonreligious charity.

**5.2** Dues Check Off. The City will provide for payroll deduction of Union dues or fair share fees. The City shall deduct from the end-of-the-month paycheck the amount of dues or fair share fees with minimum dues being \$15.00 per

month and the maximum as stipulated by Oregon AFSCME Council 75 and transmit to the designated officer of Council 75 the total amount deducted. Whether to be a member in the Union shall be each employee's individual choice. Except as provided in Section 5.1, above, however, employees must either be a member of the Union or pay the equivalent of dues (fair share fees) to the Union. as a condition of employment with the City.

**5.3 Indemnification.** The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 5 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

**5.4 Union Representation.** The Union will provide a list of union stewards to the City Administrator, and notify the City Administrator promptly of any changes. Employees shall have the right to request representation by the staff representative of AFSCME or any union steward on the list, provided, however, that the person so selected must be reasonably available to attend investigative, disciplinary and grievance related meetings as scheduled by the City. If the Union steward selected by the employee is unable to meet within twenty-four (24) hours of a requested meeting, the Union and employee will agree on another steward. Other than attending meetings called by management, stewards will perform their duties, including meeting with bargaining unit employees to discuss grievances and other issues, on both the steward's and the employees' non-work time.

**5.5 AFSCME Staff Representatives.** The Union will notify the City in writing of its staff representatives of the Local, Council 75, or International. Upon proper introduction and notice, one staff representative shall have reasonable access to the premises of the City during regular business hours to conduct Union business. Such visits may not interfere with the normal flow of work. If the staff representative meets with any bargaining unit employees, such meetings must be during the employees' non-work time.

**5.6** Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by employees during non-work time.

**5.7** At the Union's request, the City will make every effort to allow each steward time off for training purposes, subject to the City's operating requirements. Stewards will be allowed to use accrued vacation or compensatory time during such training, or will take the time off without pay.

**5.8 Bulletin Boards.** The City agrees to furnish in the library, City Hall, Public Works Shop, and the Waste Water Treatment Plant, a bulletin board to be used exclusively by the Union for the posting of official union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the City or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

## **ARTICLE 6 – TERM OF AGREEMENT**

The terms of this Agreement shall be in full force and effect from July 1, 2014 and shall remain in full force and effect through June 30, 2016. The Union must notify the City by April 30, 2016 of its intent to bargain a successor agreement.

Either party may notify the other party sixty days prior to expiration of this Agreement of its desire to negotiate a successor agreement. Negotiations will commence no later than one (1) month prior to the expiration date of the current Agreement.

The City will allow two employees representing the Union leave without loss of pay for labor management meetings between the City and the Union.

## **ARTICLE 7 – EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT**

**7.1** General Expectations. All employees of the City are expected to use good judgment regarding the expenditure of the funds for travel expenses.

**7.2** Approval and Reimbursement. When an employee anticipates submitting a request for travel reimbursement, the employee will obtain prior approval for the trip and the mode of travel from the employee's supervisor.

**7.3** Travel on official business outside the City by a single individual should be by City-owned vehicle or private vehicle. If the employee is authorized to use a private vehicle, mileage will be paid at the IRS rate then in effect.

**7.4** City vehicles will be used for authorized City uses and will not be used for private gain or benefit and City vehicles will not be used by family members of employees.

**7.5** Reimbursement for expenses on official trips will only be for expenses incurred during the performance of official duty as a City official for the City's benefit. Meals and lodging expenses may be reimbursed in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers. The City will not reimburse an employee for the cost of any alcoholic beverage.

**7.6** When the employee knows that expenses for an upcoming trip will exceed the listed limits, the employee will request and the department head may approve the additional expenses in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers.

**7.7** (10) Ten days after the travel has been completed, the employee must turn in receipts for lodging and any other expenses for which reimbursement is claimed.

## **ARTICLE 8 – DISCIPLINE**

**8.1** Just Cause. The City may impose discipline only for just cause.

**8.2** Forms of Discipline. Generally, discipline will be progressive in nature, provided however, that the level of discipline imposed will depend on the

seriousness of the offense, and progressive discipline will not be required for serious infractions. The disciplinary actions which the City may take against an employee include the following:

- a) oral reprimand, which may be documented in writing; in the supervisors file
- b) written reprimand;
- c) suspension without pay;
- d) reduction of pay for a term in lieu of suspension;
- e) demotion with a reduction in pay as specified by the City as part of the discipline;
- f) discharge or termination.

**8.3 Notice of Discipline.** When the City intends to suspend without pay, demote or discharge an employee for cause, the City shall make available the specified charges and proposed discipline in writing at least three (3) calendar day prior to the effective date of the action, together with a description of the facts on which the proposed discipline is based.

**8.4 Pre-Disciplinary Due Process.** Prior to imposing a suspension without pay, demotion or discharge, the employee shall have the opportunity to refute the charges, correct any misunderstanding of fact, and address the appropriate level of discipline. If an employee is required to attend an investigatory meeting with their supervisor or other member of management which could lead to discipline against the employee, the employee will be allowed to have a union representative present for the meeting, if requested by the employee. If there is a union steward available to attend the meeting at the time scheduled by the City, the employee may not postpone the meeting for more than 24-hours in order to obtain a different union representative.

**8.5 Time Limitations.** The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity or disciplinary action taken by the City. In other words, if the City is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, such inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.

**8.6 Probationary Employees.** A probationary employee may be discharged at any time without cause.

**8.7 Notice of Discipline to Union.** Copies of reprimands and other disciplinary actions taken by the City shall be forwarded to the Council 75 Representative.

**8.8 Non-embarrassment.** Reasonable steps shall be taken to ensure that disciplinary measures are accomplished in a confidential manner. A violation of this section, however, shall not result in the discipline imposed being overturned.

**8.9 Records of Discipline.** References to disciplinary actions in the personnel file shall remain in the file in accordance with the following provisions:

Employees shall be notified when any documentation is placed in their personnel file.

Written reprimands shall remain in the personnel file for a period of 36 months, provided, however, that if discipline occurs within that 36 month period, prior disciplinary documentation shall remain in the personnel file for 36 months from the date of the last discipline. Other records of discipline enumerated in Article 8.2 (e.g., suspension, reduction of pay, demotion and discharge) may remain in the personnel file until and unless the City determines the record no longer relevant or timely upon application by an employee.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

**9.1 Goodwill.** The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

**9.2 Grievance Defined.** A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

**9.3 Presentation.** A grievance may be presented by an employee or the Union. Grievances may be heard at any time where practical and feasible.

**9.4 Time Limits.** The time limitations provided are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing.

a. The City and the Union may extend the time limits by mutual agreement in writing.

b. No grievance shall be valid unless a grievance is submitted at Step 1 within ten (10) working days, (7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence.

c. If a grievance is not presented within ten (10) working days, (7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence, the grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. A grievance not responded to timely shall be advanced to the next step.

**9.5 Procedure.** The grievance procedure shall be as follows:

**Step 1:** The grievance shall be presented in written form to the employee's Department Head within ten (10) working days, (7) working days for loss of wages discipline from its occurrence. The Department Head shall arrange a meeting between the aggrieved employee, the Union Representative, the Department Head, and the aggrieved employee's supervisor, if applicable. If the aggrieved employee's supervisor is not included, the Department Head may select a different management representative to attend the meeting. The

Department Head shall respond in writing within ten (10) working days after the grievance meeting.

**Step 2:** If the grievance is not resolved to the satisfaction of the parties at Step 1, then within ten (10) working days, (7) working days for loss of wages discipline of issuance of the Step 1 response, the grievance and response shall be presented to the City Administrator. The City Administrator shall schedule a meeting with the grieved employee and their Department head to hear the facts regarding the grievance. The City Administrator shall respond in writing within ten (10) working days after the scheduled meeting..

**Step 3:**

A) Final and Binding Arbitration. If the grievance is presented and not resolved at Step 2, the Union may refer the dispute to final and binding arbitration.

B) Notice-Time Limitation. The Union shall notify the City in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the City Administrator's findings.

C) Arbitrator-Selection. After timely notice, the parties will select an arbitrator in the following manner:

(i) The parties shall request that the Employment Relations Board (ERB) submit a list of seven (7) names from the ERB register. If the parties cannot mutually agree on an arbitrator from the list of seven (7) then the parties shall alternately strike names, with the party advancing the grievance striking first. The remaining name shall be the arbitrator.

D) Decision-Time Limit:

(i) The arbitrator will meet and hear the matter at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

(ii) Any decision by the arbitrator shall be final and binding on the parties unless contrary to public policy or in excess of the arbitrator's authority hereinafter provided for.

E) Limitations, Scope and Power of the Arbitrator:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

(ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the City or the Union.

(iii) The arbitrator shall consider and decide only the issue raised at Step 1. The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1.

(iv) In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

F) Arbitration Award-Damages-Expenses:

(i) Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.

(ii) The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.

(iii) The arbitrator shall not have authority to award punitive damages.

(iv) Each party hereto shall pay expenses it incurs as costs associated with the presentation of the case, and one-half the expense of the arbitrator.

(v) If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

## **ARTICLE 10 – NO STRIKE-LOCKOUT**

**10.1 Continuity of Service.** The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services. To this end both pledge their best efforts to avoid or eliminate any conduct contrary to this objective: Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, sympathy strike, slow down or other interference with City functions by employees of the City, and should the same occur, the Union agrees to take appropriate steps to end such interference immediately. City employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the City, up to and including termination of employment.

**10.2 No Lockouts.** The City agrees that there will be no lockouts during the term of this Agreement.

## ARTICLE 11 – SENIORITY

**11.1 City Service Seniority.** Seniority is determined by an employee's length of continuous service with the City since the employee's last date of hire as a regular employee; or in the case of a part-time employee, from the last date of hire as a regular part-time employee. In the case of layoff, seniority is based on continuous service within a classification within a particular department or division.

**11.2 Breaks in Service/Loss of Seniority.** An employee's seniority shall be broken by voluntary resignation, layoff for a period of twelve (12) consecutive months, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within twelve (12) months, there will be no break in seniority except for the time the employee was not working which will not count as part of continuous service for any purpose. Seniority shall not be earned during an approved unpaid leave of absence; however, an approved leave of absence shall not constitute a break in service or cause a forfeiture of seniority.

**11.3 Seniority List.** A seniority list shall be established within each department for each classification and such seniority list shall be posted and kept current on a semi-annual basis. On January 1, of each year, the Local Union President will be furnished a copy of each departmental classification seniority list. Regular employees shall be added to the seniority list upon completion of probation. Employees will be classified as regular employees by personnel action and not otherwise upon completion of the applicable probationary period. If probation is deemed satisfactorily completed and the personnel action form is delayed administratively, the action shall be retroactive to the date of completion of probation. Temporary, casual or seasonal employees shall not earn seniority or continuous service credit.

## ARTICLE 12 – LAYOFF AND RECALL

**12.1 Layoff Determination.** The City may determine when layoffs are necessary. The City may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department with seniority and operational needs considered.

**12.2 Layoff and Bumping Procedure.** When it is necessary to reduce the work force, the City shall determine the number of employees by classification and department. The Union's Local President will be notified of the number of employees and classifications designated for reduction as soon as practical. Employees will be laid off in the following order giving equal consideration to the employee's qualifications, ability, experience and seniority within the affected classification, within the affected department or division.

- a. Summer help;
- b. Temporary employees;
- c. Probationary employees;
- d. Employees in regular positions. Employees in regular positions may be laid off. An employee who is laid off by reduction in the work force shall have the right to bump to his/her last previously held job classification within the affected department or a position in a lower classification within the

affected department for which the employee is qualified as determined by the City. In order to bump to a position, the City must agree that the employee has the necessary skill, ability and qualifications to immediately and properly perform the duties of the classification. If the City so agrees, the Employee may bump the least senior employee in the classification, provided the "bumping" employee is more senior than the "bumped" employee, and further provided that the employees who remain must have the necessary skill, ability and qualifications to perform the work required by the City. A bumping employee shall maintain seniority. An employee "bumped" shall have the right to bump in compliance with the preceding procedure. Employees affected by layoff who bump to a lower classification will be placed at the step in the lower pay scale which is closest to and less than the employee's former rate of pay.

**12.3 Recall.** Employees laid off will be eligible for recall for a period of twelve (12) months. No new employees shall be hired by the City in a position in which bargaining unit employees are on layoff until available employees placed on layoff who have previously held the position have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed twelve (12) months and that the employees keep the City advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall have been deemed to have received an offer within three (3) days after the City mails the offer. An employee so notified must indicate his/her acceptance of recall within ten (10) calendar days from mailing of the notice and shall be back on the job within fourteen (14) calendar days of acceptance of the recall offer or shall forfeit all recall rights under this Article.

### **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

**13.1 Workday.** The normal working day is from 8:00 a.m. to 5:00 p.m. with one (1) hour unpaid uninterrupted lunch for employees in the City. Adjustment in the regular working hours of the employees for the convenience of the City, the employees, and/or the public shall not be construed to be in conflict with this Agreement.

**13.2 Workweek.** The normal workweek consists of five (5) eight (8) hour days, or four (4) ten (10) hour days, between Monday through Friday. The parties agree, however, that the City may require employees to work different schedule(s) in order to meet the City's operational needs, as determined by the City in its sole discretion. The City will make every effort to provide five (5) working days' notice when making permanent changes to an employee's regular work schedule, unless operational needs require otherwise.

#### **13.3 Overtime:**

Overtime and compensatory time off for all non-FLSA exempt employees are covered by the following guidelines:

- (a) No employee will work overtime unless approval is granted by the employee's supervisor (working overtime without approval subjects the employee to discipline).

- (b) When budgeted funds are available for approved overtime, the City will pay an employee at one and one-half times his/her regular hourly rate for time worked in excess of forty (40) hours in one week, unless the employee elects to take such overtime in compensatory time as described below. Overtime also shall be paid pursuant to this provision for time worked in excess of eight (8) hours in a work day or in excess of ten (10) hours in a work day when an employee is assigned to work a 4-10 schedule, for regular full-time employees only, provided that such regular full-time employees have not taken any unpaid time off during the same workweek. If a regular full-time employee has taken unpaid time off during the workweek, overtime will be paid only for time worked in excess of forty (40) hours in one week.
- (c) If budgeted funds are not available for the payment of overtime and it is consistent with the needs of the City, such overtime may be allowed in compensatory time off at the rate of one and one-half times the overtime hours worked.
- (d) Overtime and compensatory time off will be computed and rounded up to the nearest one-quarter hour.
- (e) Compensatory time accumulation will not ordinarily exceed forty (40) hours. All compensatory time accumulated over forty (40) hours will be converted to overtime pay the following payday unless written exception to accumulate more than forty (40) hours is granted by the Department Head.
- (f) Compensatory time shall be scheduled and taken off only with the approval of the Department Head or his/her designee. Reasonable requests for compensatory time off will be granted, unless such request will unduly disrupt City operations. Compensatory time off may be purchased by the City at any time.
- (g) At the time of an employee's resignation or dismissal, the City will pay the employee for all accumulated overtime and compensatory time off.
- (h) All paid time will be counted as "hours worked" for purposes of computing overtime.

**13.4 Meal and Rest Periods.** Unpaid meal periods of up to one hour will be taken at designated times at or near the midpoint of the workday. Rest periods of 15 minutes will be permitted as work demands permit and as designated at or near the midpoint of each half-work day. Employees and Department Heads may establish the meal and rest period practices within respective offices of the City, not inconsistent with this Agreement.

## ARTICLE 14 – HOLIDAYS

**14.1** Recognized Holidays. Employees are entitled to the holidays listed below, with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January*
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Eve	½ day December 24
Christmas Day	December 25

**14.2** Holiday Coordination (Weekends and Earned Leave). Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on Sunday shall be observed on the following Monday. Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, vacation or sick leave will not be charged for such holiday.

**14.3** Holiday Pay.

- a. Work performed on a holiday shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the holiday pay.
- b. To be eligible for holiday pay the employee must work the regular work day before and the regular work day after the paid holiday, unless the employee is on sick leave, vacation, or compensatory time.
- c. Employees eligible for holiday benefits shall receive one (1) day's pay for each observed holiday on which work is not performed. The holiday benefit shall be based upon an eight (8) hour holiday/work day for full-time employees regardless of the hours of the regular work schedule. If an office or department schedules a four-day work week in any week in which a holiday falls, that office shall revert to a five-day, eight (8) hour work schedule. Regular part-time employees will be paid pro-rata holiday pay only for holidays that fall on the employee's regularly-scheduled work days. They will not receive holiday pay for holidays that do not fall on one of their regularly-scheduled work days.
- d. Only those probationary employees who have completed at least thirty (30) days of City employment prior to the holiday are entitled to holiday pay.

- f. Temporary employees are not eligible for holiday pay.
- g. An employee will receive no holiday pay if the employee accepted scheduled work on a holiday and failed to report for work unless excused by the supervisor.

**14.4** Compensatory Time in Lieu of Holiday Time. By mutual agreement, compensatory time may be given in lieu of holiday pay on a one to one basis. Such compensatory time must be accrued and used as stated in Article 11 relating to compensatory time.

## **ARTICLE 15 – VACATION**

**15.1** Accruals. Annual leave allowance for regular full-time employees shall be accrued monthly based on the following schedule of annual benefits:

- 0 through completion of 5 years: Eighty (80) hours annually
- 6 through completion of 10 years: One-hundred twenty (120) hours annually
- 11 through completion of 15 years: One-hundred sixty (160) hours annually
- 15 or more years: Two hundred (200) hours annually

Regular full-time employee holding the position of Police Records Clerk as of July 1, 2002 shall have annual leave allowance accrued monthly on the following schedule of annual benefits:

- 0 through completion of 3 years: Eighty (80) hours annually
- 4 through completion of 7 years: One-hundred twenty (120) hours annually
- 8 through completion of 12 years: One hundred sixty (160) hours annually
- 11 or more years: Two hundred (200) hours annually

New employees hired into the above-referenced positions in the police department shall accrue vacation on the same schedule used for all other general bargaining unit employees, set forth above.

- a. Years of service shall be full years of continuous service with the City as of the original date of hire of the employee, provided there has been no break in service since the original date of hire.
- b. Regular part-time employees with a minimum of one (1) year service shall be entitled to that fractional part of the vacation that the total number of hours of employment bears to the total number of full-time employment hours.
- c. Employees may not use earned vacation leave until after they have served the Three (3) months.
- d. Temporary employees are not entitled to any vacation benefit.

**15.2** Vacation leave is granted to give employees an opportunity to take time off from their job responsibilities and refresh themselves. The City believes it is important for employees to use vacation leave on a regular basis.

a. For the first five (5) years of employment, each employee is required to take a minimum of forty (40) hours of vacation leave annually. For each year after five years of employment, each employee is required to take a minimum of eighty (80) hours of vacation leave annually.

b. If an employee does not use up all accumulated vacation leave by the first day of January of any calendar year, the employee may carry over vacation leave up to the maximum number of hours listed:

- Upon completion of 0 to 5 years of service: 120 hours
- Upon completion of 6 to 10 years of service: 160 hours
- Upon completion of 11 to 15 years of service: 200 hours
- Upon beginning of 16+ years of service: 240 hours

c. On the first day of January of a calendar year, an employee will automatically lose any unused vacation the employee has accumulated over the maximum allowed in Section 15.2b. No other compensation will be given to the employee unless granted by the City Council in accordance with Section 15.3.

**15.3** In the event an employee anticipates his/her earned vacation will exceed the maximum hours allowed for carry over to the next year, the employee may file a written request with his/her department head prior to the first day of January, that the City convert forty-hour blocks of vacation time into pay. Approval or denial of the request is at the discretion of the City. The conversion of earned vacation to pay may be approved only by the City Council and only if it finds the following conditions exist:

a. The department head and City Administrator have recommended approval of the request so that work priorities can be accomplished;

b. The City will benefit more from the employee's continued work than by his/her taking earned vacation time;

c. The employee has taken a minimum of eighty (80) hours of vacation during the preceding twelve months.

**15.4** All vacations must be scheduled and approved by department heads in advance with due consideration being given to the desires of the employees and to the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.

**15.5** Vacation leave will not be used in blocks of less than five (5) work days unless approved by the department head.

**15.6** An employee who has completed six (6) months of employment and is terminated prior to using any or all of his or her vacation will be paid for the unused portion of the vacation time earned.

**15.7** Employees will not accrue vacation time while on any leave of absence for a period of longer than 30 days, unless required by law.

## ARTICLE 16 – FAMILY AND MEDICAL LEAVE

**16.1 FMLA/OFLA Leave.** The City will provide family and medical leave consistent with the federal Family and Medical Leave Act and state law.

**16.2 Availability.** Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain family or medical reasons. Employees eligible for leave of absence under the Family and Medical Leave Act (“FMLA”) must have worked for the City for 12 months or more and have at least 1,250 hours of service during the 12 months immediately preceding the leave of absence. Employees may request federal Family and Medical Leave for:

- a. The addition of a child to the family through birth, adoption, or placement by foster care,
- b. A serious health condition of the employee’s spouse, child or parent,
- c. A serious health condition that prevents an employee from performing his or her job.

**16.3 Pregnancy Related Leave.** An employee with a pregnancy-related disability may be provided with a leave of absence for an additional 12 weeks if she is sick or temporarily disabled by pregnancy. This pregnancy-disability leave is in addition to Federal Family and Medical Leave. To be eligible for such leave, an employee must have worked an average of 25 hours per week during the preceding six months.

**16.4 Leaves are Concurrent.** Any leave, including paid leave, taken for an FMLA- or OFLA-covered reason will run concurrently with FMLA/OFLA leave. Unpaid leaves will run concurrently with unpaid FMLA/OFLA leave where allowed by law. Vacation and accrued sick leave must be substituted for unpaid FMLA/OFLA leave where allowed by law and will not extend the FMLA or OFLA leave entitlement.

**16.5 Reasonable Notice Required.** Employees must give the City thirty (30) days notice of the need for leave when it is foreseeable. An employee must make a reasonable effort to schedule treatment for serious health conditions in a manner that does not unduly disrupt business operations.

**16.6 Medical Certification.** The City may require a medical certification of serious health conditions and may require recertification from the employee’s health care provider and second and third opinions from an independent health care provider where appropriate and allowed by law. The City will pay the cost of all second and third medical opinions. The City will require employees returning from leave for their own serious health condition to provide a certification of fitness to return to work.

**16.7 Intermittent Leave.** Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available, employees may, at the City’s discretion, be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave.

**16.8 Leave Calculation Year.** The leave calculation year for FMLA/OFLA leave is 12 months starting with the first day leave is taken by the employee (12 month looking forward method).

## ARTICLE 17 – SICK LEAVE

**17.1** Accrual. In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the City provides regular full-time employees with eight (8) hours of accumulated sick leave per month. (Accrual shall begin during the probationary period for those hired to become regular full-time employees upon successful completion of the probationary period.)

**17.2** Part-time employees regularly working twenty-five (25) or more hours per week (20 or more hours per week for library employees) will earn sick leave at a rate proportionate to the minimum number of hours the employee is normally scheduled to work.

**17.3** Sick leave will be calculated as follows: employees hired on the first day of the month through the 14<sup>th</sup> day of the month begin earning sick leave that effective the first of that month; employees starting on the fifteenth day of the month through the end of the month begin earning sick leave the following month).

**17.4** Employees are eligible to use sick leave after completing three (3) months of employment and for the following reasons:

a. Personal illness or physical disability. Illness requiring more than Three (3) consecutive days off require a Doctor's release to return to work.

b. Quarantine of an employee by a physician for non-occupationally related disability.

c. Illness in the employee's immediate family when the employee is needed to care for a dependent living in the employee's household.

d. Medical or dental appointments which cannot be scheduled outside regular workday hours.

e. Disability or illness caused by pregnancy will be treated in the same manner as any other temporary physical condition requiring time off.

f. Funeral Attendance: The employee must actually attend the funeral. Sick leave will be granted as per the following provisions.

(i) Up to five (5) days if the relatives designation is father, mother, wife, husband, brother, sister, daughter, son, and having one parent in common; and those relationships general called "step." Providing persons in such relationships have lived or have been raised in the family home and have continued an active relationship.

(ii) Up to three (3) days for relatives such as first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.

(iii) Up to one (1) sick day will be granted to attend other funeral services.

(iiii) Any additional bereavement leave must be charged to vacation.

**17.5** Employees will be charged sick leave on the basis of one (1) sick leave hour for each duty hour absent.

**17.6** Notification of Inability to Work: Employees who are unable to report to work due to personal or dependent illness or injury must contact the immediate supervisor on or before scheduled starting time. If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work. When sick leave is taken to care for a dependent, the City expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws and employee is eligible for such leave. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.

**17.7** An employee who uses two (2) working days or less of sick leave, during a calendar year will be credited with a bonus of eight (8) hours of pay at the employee's regular rate of pay.

**17.8** Unused sick leave benefits may accumulate from year to year to a maximum of six hundred (600) hours. Employees who had accumulated more than four-hundred and eighty (480) hours as July 1, 2002 will not lose any already-accumulated hours. They will not accumulate any more hours, however, unless and until they fall below the 600 hour maximum, after which time they may only accumulate up to the 600 hour maximum.

**17.9** An employee who has at least one-hundred twenty (120) hours of earned sick leave may, with the approval of the City Administrator, donate ten (10) hours' sick leave to a fellow employee twice during each calendar year, provided that the two donations may not be to the same individual. The Administrator's determination will be based on his judgment of the need of the individual to receive such sick leave, and his decision is not subject to appeal.

**17.10** Employees are not paid for unused sick leave upon employment termination.

**17.11** Concurrent Leaves: Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law, leaves will run concurrently. This means that sick leave, workers' compensation leave, leave as a reasonable accommodation for a qualified individual with a disability, FMLA/OFLA leave, unpaid leaves of absence, may all run concurrently and be counted against the employee's family medical leave entitlement. The City may designate any type of leave as FMLA/OFLA leave if the leave is used for a FMLA/OFLA purpose covered by the FMLA and/or OFLA.

**17.12** Medical Certification: An employee on sick leave that is running concurrently with another type of leave, for example, FMLA leave or personal leave, must provide the medical certification required for any and all applicable types of leave.

**17.11** Employees will not accrue sick leave while on any leave of absence for a period of longer than 30 days, unless required by law.

## ARTICLE 18 – JOB CLASSIFICATIONS AND WAGES

**18.1 Wages.** Employees shall be compensated in accordance with the job grade and salary range chart attached to this Agreement and marked as Addendum "A". Regular part-time and temporary or seasonal employees shall be compensated for wages in accordance with the hourly rate derived from the salary schedules set forth in this contract.

**18.2 Wages for New Positions.** In the event a new position is created, the City will establish the wage for the new position and notify the Union.

### **18.3 Wage Advancement.**

- A.** Upon completion of six months of employment, employees eligible for retirement benefits shall be granted a one-time six percent (6%) salary increase for the purpose of offsetting subsequent payroll deductions for retirement plan contributions.
- B.** Upon the City's determination that an employee has successfully completed his/her probationary period, the employee may be granted an annual step increase on their first anniversary date (measured as one full year of service following date of hire).
- C.** Permanent employees, except those who have reached the top salary step for their classification, may be granted an annual step increase on subsequent anniversary dates (measured as each subsequent full year of service following employee's hire date or date of subsequent promotion, i.e., a promotion will result in a new anniversary date) if they receive a performance rating of at least satisfactory, as reflected in a performance appraisal completed by the employee's supervisor.

Employees who have reached the top salary step for their classification shall continue to be subject to annual performance appraisals as a measure of the employee's ongoing performance and as an opportunity to refresh the employee's and supervisor's mutual understanding of the supervisor's performance expectations.

- D.** All salary step increases are discretionary, are subject to availability of funds, and must be recommended by the employee's supervisor and/or Department Head and approved by the City Administrator. Annual evaluations shall be done on a timely basis. When an evaluation is not accomplished by an employee's anniversary date, any merit increase granted to the employee shall be retroactive to the employee's anniversary date. Denial of a merit increase shall not be arbitrary or capricious. Whenever possible, an employee shall be made aware of performance deficiencies upon which a merit increase may be denied and, whenever possible, given an opportunity to correct the deficiency prior to the annual review.

**18.4 Pay for Temporary Change in Job Grade.** Each employee shall be paid at the regular rate of pay for their job grade for all work done, except as follows:

a. Any employee while working out of class at a higher grade job than the employee's regular rating shall be paid a premium of 5% of their regular rate of pay, beginning with the first day of work out of class.

**18.5 Pay Period.** Employees will be paid on the last day of the month. A draw day on the fifteenth day is optional to the employee. The draw will not exceed 50 percent of the employee's take-home pay or of the net salary earned to the day of the draw, whichever is less. If the fifteenth day of the month or the last day of the month, falls on a Saturday or Sunday, payday will be the preceding Friday.

**18.6 Time Records.** Time cards must serve as an accurate record of the time for which each employee is paid wages. Each employee is expected to record accurately all time spent working on City business.

## **ARTICLE 19 – OTHER LEAVES OF ABSENCE**

**19.1 Military Leave.** The City will grant employees military leave in accordance with applicable state and federal law.

**19.2 Witness or Jury Duty.** When an employee is called for jury duty or is subpoenaed as a witness in court, he/she will not suffer any loss and will receive his/her regular wages while serving on the jury or serving as a witness. Employees serving as jurors or as a witness will transfer to the City any payment he/she receives for the performance of this duty, except mileage reimbursement. The employee will be granted a reasonable time-off duty to serve as a witness or juror without loss of pay, earned vacation, or sick leave. This provision does not apply to any absence when the employee is a plaintiff in the litigation, or a defendant in litigation which did not arise in the course of the employee's employment and does not relate to the performance of the employee's official duties.

**19.3 Leaves of Absence Without Pay.** The City may grant a leave of absence without pay to an employee for good and sufficient reasons as determined by the City, in its sole discretion. Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave, sick leave or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of annual leave shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status. If a leave of absence without pay is granted, the employee shall not accumulate seniority during such absence, will receive no benefits during such absence, and may be reinstated upon return to work from the leave of absence without pay subject to the following:

a. An employee must have exhausted all applicable paid leaves (sick leave, vacation leave, etc.) prior to being eligible to request a leave of absence without pay; and

b. Subject to the City's prior approval, a leave of absence without pay may be for up to twelve (12) months. An employee who is permitted by the City to return to work from a leave of absence without pay shall report to

work within 24 hours of the final date of the leave or be subject to termination;  
and

c. If the City approves a leave of absence without pay, approval shall be in writing and shall indicate the starting date and ending date of such leave of absence without pay; and

d. The employee's return to work is subject to the City's approval based on the City's sole assessment of availability of positions, work load, service needs, budget constraints and changes in work.

## ARTICLE 20 – POLICIES OF GENERAL APPLICATION

The City shall have the right to adopt a “Uniform Personnel Policy and Procedure” document applicable to the bargaining unit which provides for personnel policies not inconsistent with those policies in this Agreement which constitute mandatory subjects of bargaining. If any part of the Uniform Policy conflicts with this Agreement, this Agreement shall prevail until the parties have bargained concerning the subject to impasse or agreement.

**20.1 Drug Testing.** The City may adopt and enforce a drug testing policy, which may include reasonable suspicion, pre-employment, follow-up and return-to-work drug and/or alcohol testing. Employees possessing a CDL will also be subject to random and post-accident testing in accordance with DOT regulations. The parties agree that such policy will provide for an opportunity to continue working following a first positive drug or alcohol test, provided the employee complies with the policy’s requirements for continued employment, and that it will provide for immediate termination of employment upon a second positive drug or alcohol test.

**20.2 Job Vacancy, Job Posting, Promotions.** Employees covered by this Agreement may apply for available positions. Job announcements will be posted in the affected department and on a central bulletin board when a job vacancy or new position becomes available and will reflect, at a minimum:

- a. The department where the opening exists, contact person and telephone number;
- b. Classification specifications and required qualifications (i.e., education, training, skills, experience);
- c. Job title;
- d. Salary range;
- e. Opening and closing date;
- f. Date posted.

It is the City's right and option to determine whether or not to fill a vacant position, and the manner of filling the position. Job announcements will be posted for a minimum of a five (5) work day period. The City has the right to implement outside postings and advertise concurrent with bargaining unit postings.

Any employee or outside applicant applying for a posted position shall comply with the selection process established by the City and complete an employment application form. This application will be submitted to the City Administrator. Requirements for the position must be met as described in the appropriate job announcement.

The City shall have the right to select the individual for the available position, whether it be a current employee or an outside applicant. The City shall make the sole determination taking into consideration knowledge, skill, ability, past performance, experience and competence. Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the person responsible for the supervision over them and the Department Head.

**20.3 Trial Service Period.** A regular employee who is promoted or transferred to another position, shall serve a six (6) month trial service period to demonstrate their fitness to perform the duties of the new position. Should a regular employee who has been promoted within a department fail to qualify for the higher classification or should they decide they do not want the job, the employee shall be returned to their previous job within the department within six (6) months of accepting the position.

**20.4 Uniforms.** The City will provide employees with uniforms if such uniforms are required by the City, provided, however, that the maximum expenditure for such uniforms shall be \$450 per employee, per year. The \$450 maximum shall not include rain gear or safety glasses for public works employees, which also shall be provided by the City

**20.5 Certifications and Licenses.** The City shall pay for all fees associated with the maintenance of licenses or certifications which are a condition of employment with the City, including CDLs, and the physical exams associated with CDLs, provided, however, that if health insurance covers the physical exam, the City will pay only the employee's actual out-of-pocket expense for the CDL physical exam.

## **ARTICLE 21 – ON-CALL AND CALL-BACK PAY**

This Article 21 shall apply to Public Works employees only.

**21.1** Public Works field employees shall forego the carrying of their pager. In place of carrying the pager the department shall formulate a rotating list by inverse seniority to be called out in case of emergencies. Employees shall be paid time and ½ their normal rate of pay for all hours worked when they respond to an after-hour problem with a minimum two (2) hour call out. (\*New policy can be reviewed anytime in the first (6) six months)

**21.2** Wastewater treatment facility employees will rotate on-call duty and carry a cellphone for after hour emergencies. The phone duties shall be assigned and rotated for 7 days per week. The designated employees will respond to after-hour emergencies. Employees will be compensated \$30.00 per day for each day they carry the phone plus time and ½ their normal rate of pay for all hours worked when they respond to after hours problem with a minimum two (2) hour call-out.

**21.3** Employees carrying a cellphone as described in Sections 21.2 above may take a service truck home for the duration of the time they are scheduled to carry the cellphone and live within twenty five (25) miles of the City Limits, or at the discretion of the City Administrator.

**21.4** Public Works employees who take City vehicles home after-hours shall not use the City vehicles for personal business.

**21.5** When the on-call person receives a call, they will respond to the emergency within twenty (20) minutes of the page.

## **ARTICLE 22 – NON-DISCRIMINATION**

**22.1 Union Activities.** The City and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union, including membership or non-membership in the Union.

**22.2 Protected Classifications.** The parties agree not to discriminate against any employee due to race, color, national origin, religion, age, sex, sexual orientation, marital or family status, or disability which may be accommodated reasonably.

## **ARTICLE 23 – COMPLETE AGREEMENT**

All employee rights and benefits shall be limited to the express terms of this Agreement. The parties agree that upon the effective date of this Agreement, all prior practices, understandings, grievance settlements, side letters, and any department agreements shall be null and void, whether written or oral. Any new agreements must be in writing and signed by both parties.

## **ARTICLE 24 – BARGAINING UNIT WORK**

The parties agree that no work “belongs” to any particular classification, or to the bargaining unit. Nothing in this Agreement shall limit the right of any individual to perform any work duties, or limit the City’s ability to assign any individual, whether inside or outside the bargaining unit, to perform any duties whatsoever.

## **ARTICLE 25 – SAVINGS CLAUSE**

All expenditures and obligations imposed hereunder must meet requirements of Oregon law. This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the City within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Oregon. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE 26 – SAFETY**

**26.1 Employee Responsibility.** Every employee is responsible for safety. To achieve the City goal of providing a safe workplace, everyone must be safety conscious. Employees shall report unsafe or hazardous conditions directly to a supervisor immediately. Employees will participate in all required safety training programs offered by the City.

**26.2 Management Responsibility.** The City acknowledges the importance of providing a safe workplace. The City will follow all applicable state and federal laws related to workplace safety, including maintaining a safety committee in accordance with state law.

## **ARTICLE 27 – HEALTH AND WELFARE**

**27.1 Health Benefits.** The City retains the right to change insurance carrier, and/or plan features, if premium increases in the current plans make such action appropriate, or for any other legitimate business reason. The City agrees that in the event that it determines that such changes are necessary, it will make every effort to continue to offer medical plans with benefits. In the event that the City determines that a change in carrier or plan features becomes necessary under this provision, it will notify the Union of the proposed change(s) and discuss same. The parties acknowledge that they do not have control over tier structure or the plan year configuration of the insurance provider, but do recognize the potential duty to bargain significant impacts caused by such changes.

The City shall agree to fund the existing (HRA VEBA) accounts each year. Regular Part-time employees with City medical plan coverage, HRA/VEBA contribution paid by the City will be based on the pro-rated benefit outlined in Article 2.2. Employee contributions in future years shall increase by an amount equal to 25% of any premium increases..

**27.2 Life Insurance.** The City shall provide life insurance coverage for each employee in the amount of \$10,000, and shall provide coverage for employees' insured dependants in the amount of \$10,000, both at no cost to the employee.

**27.3 Retirement.** The City shall continue the retirement plan in effect as of July 1, 2004, including employee contributions effective as of that date, provided, however that the City retains the right to change plan administrator and/or plan features, if actuarial valuations or changes in the law make such action appropriate, or for any other legitimate business reason. The City agrees that in the event that it determines that such changes are necessary, it will make every effort to offer substantially equivalent benefits.

In the event that the City determines that a change in the plan is necessary, it will notify the Union of the proposed change(s) and bargain with the Union over the impact of such change(s), upon request from the Union. In the event that the City determines that a change in plan or plan administrator is necessary, the City shall arrange a presentation to employees to explain the change(s) and answer questions.

Notwithstanding the foregoing, the City retains the right to make fiduciary decisions regarding the plan consistent with the plan documents.

Any changes to the plan will apply to all plan participants.

Any plan document changes shall be provided to the Union.

**27.4 Other Benefit Plans.** The City shall continue all other current Benefit Plans, all of which are made available to City employees at the employee's own cost, and with no cost to the City. The City shall continue the foregoing plans as long as the plans are available, and as long as there is no cost to the City to continue those plans. In the event that one or more of the foregoing plans is no longer available, and/or is no longer available at no cost to the City, the City will notify the Union.

**WAGE SCALE and COLA**

Note: Rate of Progression Step increments is 5%

Advancement from one step to the next shall be in accordance with Section 18.3 (B) and (C) of the Collective Bargaining Agreement.

Cost-of-living adjustment (COLA), effective July 1, 2014 and July 1, 2015 the COLA shall be based on CPI-W over the twelve month period beginning May 1<sup>st</sup> and ending April 30<sup>th</sup>, with a minimum 1% and a maximum increase of 2% in each year.

IN WITNESS WHEREOF, the parties hereto have set their hands this 0<sup>2nd</sup> day of June, 2014.

THE CITY OF STAYTON, OREGON

COUNCIL 75, AMERICAN FEDERATION  
OF STATE, COUNTY & MUNICIPAL  
EMPLOYEES

By: \_\_\_\_\_  
A. Scott Vigil, Mayor

By: \_\_\_\_\_  
Eileen Tilque, Council 75

By: \_\_\_\_\_  
Keith Campbell  
City Administrator

By: \_\_\_\_\_  
Joshua Summerlin  
President Local 3222

Attest: \_\_\_\_\_  
Deputy City Recorder  
Alissa Angelo

By: \_\_\_\_\_  
Bargaining Team Member  
Mark Flande



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

**TO:** Mayor A. Scott Vigil and the Stayton City Council  
**FROM:** Dan Fleishman, Director of Planning and Community Development  
**DATE:** June 2, 2014  
**SUBJECT:** Water System Development Charge Update

---

---

**ISSUE**

Informational Report on the Water SDC

**ENCLOSURE(S)**

1. June 2, 2014 Water SDC Methodology Update
2. SDC Survey Results for 50+/- Oregon Cities (League of Oregon Cities)

**STAFF RECOMMENDATION**

None. Future action will require adoption of an updated Water SDC Resolution.

**BACKGROUND INFORMATION**

In 2012, the Comprehensive Plan Update Committee identified a number of issues with the methodologies used for the City's various System Development Charges. A basic summary of the concerns raised by the Update Committee is that the current SDCs are based upon adopted master plans that overestimate future growth in the City, therefore including capital projects that are not likely to be constructed within a 20-year timeframe and that SDCs need to be updated to reflect the actual costs of recent improvements instead of estimated costs. Upon receipt of that report, the City Council directed Staff to review the SDC methodology reports and return to the City Council with further analysis and proposed revisions.

The Public Works and Planning departments have been working on these analyses and updates since that time. This staff report presents the results of our efforts on the Water System Development Charge.

The City of Stayton adopted its water systems development charge (Water SDC) in April 2007, following the adoption of the *City of Stayton Water Master Plan* (Keller Associates, January 2006). The 2007 Water SDC Update was prepared by Ray Bartlett, Economic and Financial Analysis, Inc.

The *Water Master Plan* recommends the City correct deficiencies in the existing water system

and also recommends the City invest in improvements to the water supply, water treatment facilities, storage reservoirs and distribution system to serve the needs of the City that will result from future residential, commercial and industrial growth in Stayton’s Urban Growth Boundary.

After completion and adoption of the *Water Master Plan*, the City obtained a \$5.3 million loan from the State of Oregon’s Safe Drinking Water Revolving Loan Fund (SDWF) to pay for priority water treatment and distribution system projects. In addition to the SDWF loan funds, the City has used available water funds to make a total investment of more than \$6.8 million in water system improvements since 2007. In February 2012, Keller Associates updated the model of the Stayton’s water distribution system and prepared a technical memorandum to update the recommended list of distribution system priorities.

The water system operates with some excess capacity which is available to serve new growth. The value of this excess capacity, less depreciation, is used to calculate the reimbursement fee. Over the past five years, the public works and planning departments have updated the city’s fixed asset list for the water system and entered all water distribution pipes into the City’s Geographic Information System (GIS). The updated fixed asset list more accurately lists all water system facilities. The reimbursement fee assigns a value of the existing water system facilities to existing users; the value of the excess capacity is the basis of the reimbursement fee.

The improvement fee has also been updated. New projects from the 2012 Technical Report have been added and estimated project costs have been adjusted to account for inflation.

Table 1 shows the current and updated water SDC. Overall, the combined water SDC increases approximately 9.9%. The Water SDC for a single family home

**Table 1 – Current and Proposed Water SDC**

Meter Size	Current	Proposed Water SDC Fee			Change	
	2007 Water SDC	Reimbursement Fee	Improvement Fee	Total	\$\$	%
¾	2,670	989	1,945	2,934	264	9.9%
1	4,459	1,651	3,248	4,899	440	9.9%
1 ½	8,891	3,294	6,476	9,770	879	9.9%
2	14,231	5,272	10,367	15,639	1,408	9.9%
3	28,289	10,552	20,753	31,305	3,016	9.9%
4	44,509	16,486	32,423	48,909	4,400	9.9%
6	88,991	32,964	64,826	97,790	8,799	9.9%
8	142,391	52,744	103,726	156,470	14,079	9.9%
Multi-Family Dwelling (per unit)	2,136	791	1,556	2,347	211	9.9%

## SDC Amendment Process

System Development Charges amendments may be adopted by resolution after the City Council holds a public hearing and provides written notice of the proposed amendments to interested parties and to the public.

1. **Notice to Interested Parties:** The City is required to provide written notice to any person/entity who requests notice of a change in a City SDC fee. The notice must be provided a minimum of ninety (90) days in advance of any public hearing to consider a substantive amendment to an existing SDC methodology. The Marion County Homebuilder's Association has a standing request for such notice.
2. **Media Notice:** The City is required to publish a notice (display ad) in a newspaper of general circulation, (e.g. *Stayton Mail*). When the City adopted the Mill Creek Sewer SDC update, the newspaper also had a large news article explaining the proposal. Distribution of information via social media was also provided via a News Blast.
3. **Public Hearing:** The Council must hold a public hearing before modifying an SDC. The staff anticipates a public hearing will be held to consider all of the proposed SDC modifications rather than individual hearings on each element. However, the City Council could choose to hold individual hearings and adopt changes to each SDC individually.

## Stayton SDC Comparison with Other Oregon Cities

In 2013 the League of Oregon Cities completed a survey of SDC charges for Oregon cities. The survey results show that Stayton's SDCs are in the mid to high-range of SDC charges for similar size communities in the State of Oregon and Mid-Willamette Valley. Table 2 provides a comparison of Stayton's current SDC charges compared to nearby, similar size or larger mid-Willamette Valley cities.

**Table 2**  
**Comparison of SDCs for Single Family Dwellings**

<i>City</i>	<i>2013 Total SDC Charges (per SF home)</i>
Stayton	\$11,065
<i>Linn-Benton County</i>	
Albany	\$7,963
Corvallis	\$12,364
Lebanon	\$5,796
Sweet Home	\$1,839
<i>Marion County</i>	
Aumsville	\$16,632
Keizer	\$3,210
Salem	\$13,193
Silverton	\$19,406
Sublimity	\$10,630

Woodburn	\$11,000 - \$13,000**
<b><i>Polk County</i></b>	
Dallas	\$12,347
Independence	\$11,813
Monmouth	\$6,536
<b><i>Yamhill County</i></b>	
Newberg	\$16,740

\*\* SDCs vary depending on dwelling size, location, etc.

Staff has compiled a spreadsheet summarizing SDC fees for 50+/- Oregon cities. The spreadsheet lists each city with a breakdown of the individual SDC amounts for Water, Sewer, Transportation, Storm Drainage and Parks and is enclosed as Attachment 2.

### **FISCAL IMPACT**

The 2014-2015 budget estimates the City will issue 8 new single family dwelling permits and collect \$21,360 in Water SDC fees. A 9.9% increase in Water SDC fees will generate an added \$2,122 per year.

### **OPTIONS**

No Council action is requested at this time.

## **City of Stayton**

### **WATER SYSTEM DEVELOPMENT CHARGE UPDATE**

June 2, 2014 Draft for City Council Review

Prepared by the City of Stayton  
Public Works Department and Planning & Development

## TABLE OF CONTENTS

SUMMARY .....	1
INTRODUCTION.....	3
OVERVIEW OF OREGON’S SDC LAW .....	3
WATER SYSTEM IMPROVEMENTS COMPLETED 2007 TO 2014.....	5
WATER SDC METHODOLOGY.....	8
Reimbursement Fee .....	8
Improvement Fee .....	11
Total Water SDC Charge .....	17
ANNUAL UPDATES FOR INFLATION.....	18

## LIST OF TABLES

Table 1 - Proposed Water Systems Development Charge .....	2
Table 2 - Priority 1 Water System Improvements Completed 2007 to 2014.....	6
Table 3 - 2012 Water System Maintenance Recommendations.....	7
Table 4 - 2012 Water Main Improvement Recommendations .....	7
Table 5 - Cost Basis for the Reimbursement Fee.....	8
Table 6 - Current Water System Capacity.....	9
Table 7 - Calculation of Reimbursement Fee Per Single Family Dwelling.....	9
Table 8 - Schedule of Reimbursement Fees by Meter Size and Multiple Family Units.....	10
Table 9 - Growth of Population and Water Demand.....	11
Table 10 - Recommended Water System Capital Improvements .....	12
Table 11 - Planned Water System Capital Improvements – Cost Basis for Improvement Fee	16
Table 12 - Water Improvement Fee by Meter Size and Multiple Family Housing Unit .....	17
Table 13 - Proposed Water System Development Charge .....	17

## SUMMARY

The City of Stayton adopted its water systems development charge (Water SDC) in April 2007, following the adoption of the *City of Stayton Water Master Plan* (Keller Associates, January 2006). The 2007 SDC Update was prepared by Ray Bartlett, Economic and Financial Analysis, Inc.

The *Water Master Plan* recommends the City correct deficiencies in the existing water system and also recommends the City invest in improvements to the water supply, water treatment facilities, storage reservoirs and distribution system to serve the needs of the City that will result from future residential, commercial and industrial growth in Stayton's Urban Growth Boundary.

After completion and adoption of the *Water Master Plan*, the City obtained a \$5.3 million loan from the State of Oregon's Safe Drinking Water Revolving Loan Fund (SDWF) to pay for priority water treatment and distribution system projects. In addition to the SDWF loan funds, the City has used available water funds to make a total investment of more than \$6.8 million in water system improvements since 2007. In February 2012, Keller Associates updated the model of the Stayton's water distribution system and prepared a technical memorandum to update the recommended list of distribution system priorities.

The City adopted a Comprehensive Plan Update in 2013 that incorporated new population projections through 2030. At the time the *Water Master Plan* was developed in 2006, the City assumed Stayton would grow at a rate of 3.35% per year. Projects were identified and prioritized based on this assumed growth rate. Due to the Great Recession, housing growth in Oregon slowed dramatically. In 2009 Marion County prepared an updated coordinated 20-year population forecast for the unincorporated rural areas and the 20 cities in Marion County. The City and County planning departments revised Stayton's growth rate projections downward and adopted a 1.75% growth rate for the City of Stayton. This population forecast has been adopted in the Stayton Comprehensive Plan.

At the conclusion of the Comprehensive Plan update process, the City's Comprehensive Plan Update Committee recommended to the City Council that all of the City's systems development charges be reviewed to assure that they reflect recent investments in city infrastructure, properly account for planned improvements and adjust the timing of future projects to account for the new population projections.

The City has reassessed the timing for various water system improvements listed in the *Water Master Plan* (Plan) and the 2012 Technical Memorandum. Overall, these plans identify more than \$22 million in capital improvements, to replace existing facilities, and to expand water system facilities to build capacity for growth. This report uses the capital improvements list and other water system data to update the City's Water SDC.

The Water SDC is composed of a reimbursement fee and an improvement fee.

The water system operates with some excess capacity which is available to serve new growth. The value of this excess capacity, less depreciation, is used to calculate the reimbursement fee. Over the past five years, the public works and planning departments have updated the city's fixed asset list for the water system and entered all water distribution pipes into the City's Geographic Information System (GIS). The updated fixed asset list more accurately lists all water system facilities. The reimbursement fee assigns a value of the existing water system facilities to existing users; the value of the excess capacity is the basis of the reimbursement fee.

The improvement fee has also been updated. New projects from the 2012 Technical Report have been added and estimated project costs have been adjusted to account for inflation.

Table 1 shows the current and updated water SDC. Overall, the combined water SDC increases approximately 9.9%.

**Table 1 – Current and Proposed Water SDC**

Meter Size	Current 2007 Water SDC	Proposed Water SDC Fee			Change	
		Reimbursement Fee	Improvement Fee	Total	\$\$	%
¾	2,670	989	1,945	2,934	264	9.9%
1	4,459	1,651	3,248	4,899	440	9.9%
1½	8,891	3,294	6,476	9,770	879	9.9%
2	14,231	5,272	10,367	15,639	1,408	9.9%
3	28,289	10,552	20,753	31,305	3,016	9.9%
4	44,509	16,486	32,423	48,909	4,400	9.9%
6	88,991	32,964	64,826	97,790	8,799	9.9%
8	142,391	52,744	103,726	156,470	14,079	9.9%
Multi-Family Dwelling (per unit)	2,136	791	1,556	2,347	211	9.9%

## INTRODUCTION

The City of Stayton staff updated the water system development charge methodology in May 2014. The City has reassessed the timing for various water system improvements listed in the *Water Master Plan* and a 2012 Technical Memorandum that updates the water distribution system priorities. Overall, these plans identify more than \$22 million in capital improvements, to replace existing facilities, and to expand water system facilities to build capacity for growth.

This report includes several elements:

1. An overview of Oregon's SDC laws and Stayton's SDC ordinance.
2. A review of water projects completed from 2007 to 2014.
3. Water Reimbursement Fee methodology
4. Water Improvement Fee methodology
5. An annual updating process to index the SDC to reflect construction cost inflation

## OVERVIEW OF OREGON'S SDC LAW

Systems Development Charges are regulated by Oregon Revised Statutes Chapter 223. ORS 223 authorizes cities to assess systems development charges (SDC) on new real estate developments for water, wastewater, storm water, parks, and transportation.

ORS 223.299 provides definitions for the creation of systems development charges:

- (4)(a) "System development charge" means a reimbursement fee, an improvement fee or a combination thereof assessed or collected at the time of increased usage of a capital improvement or issuance of a development permit, building permit or connection to the capital improvement. "System development charge" includes that portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the local government for its average cost of inspecting and installing connections with water and sewer facilities.
- (4)(b) "System development charge" does not include any fees assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision, expedited land division or limited land use decision.

The SDC may consist of a reimbursement fee, an improvement fee, or both.

The reimbursement fee is a capital charge for *existing excess capacity*. A reimbursement fee "...means a fee for costs associated with capital improvements already constructed or under construction." [ORS 223.299(3)]. In general terms, this fee equals the capital value of those components of the water system that have excess capacity divided by their physical capacities.

The improvement fee is a capital charge for *needed future capacity* that the City must build to meet future demands. The planned improvements must be on a list of capital improvements that the City Council adopts and which the City Council by resolution may modify in the future. In general terms, this fee equals the expected cost of capital improvements needed to meet forecast demands divided by

the capacity of the planned improvements. Notice that this fee cannot include capital improvements that repair existing problems. If a specific capital improvement both fixes an existing problem and adds capacity, then the cost and capacity of the project is prorated so that the improvement fee includes only the capacity increasing portion.

The statute also establishes that certain system development charges and methodologies are prohibited (ORS 223.301). This section defines an employer as someone who hires employees and prohibits local governments from (a) charging its SDC on (a) the number of employees hired after a specified date, or (b) establishing a SDC "... methodology that assumes that costs are necessarily incurred from capital improvements when an employer hires an additional employee." The statute goes on to clarify that an SDC shall not be charges to "... include or incorporate any method or system under which the payment of the [reimbursement or improvement] fee or the amount of the fee is determined by the number of employees . . ."

Also, the SDC statutes require the city to have a credit policy for the improvement fee (but not for the reimbursement fee). Usually, when a developer builds an improvement on the list of capital improvements used to create the improvement fee, then the city must credit the developer for the cost of excess capacity of the improvement. The credit reduces the amount of the systems development charges owing on the development.

To qualify for a credit, a qualifying capital improvement must meet three conditions:

First, the improvement must be on the list of capital improvements. If a project proposed for credit by a developer is not on the list then the project does NOT qualify for a credit. The City Council may amend the list of capital improvements by resolution.

Second, the city must require the public improvement to be built as a condition of development approval. That is, the city must specifically state to the developer (preferably in writing) that unless the developer builds the improvement, the city will deny the proposed development permits to build.

Third, the public improvement (or portions of it) must either be off-site of the proposed development or on-site and with more capacity than the development itself will utilize.

The SDC credit policy for qualified public improvements is already part of City's SDC ordinance. When all the SDC methodology reports are completed, the staff will prepare an informational sheet on how to calculate credits for each type of SDC adopted by the City.

The City may use the SDC revenues only for capital improvements. The revenue from the reimbursement fee may be used on any water-related capital improvement, including replacing existing components. The statutes restrict the City's use of revenue from the improvement fee to those improvements on the capital improvements list that increase capacity. The City cannot use improvement fee revenue simply to replace existing facilities such as a water line.

In the following analysis we discuss projects completed by the City since 2007, develop the methodology for the water reimbursement fee and present the list of capital improvements that becomes the basis of calculating the water improvement fee.

## WATER SYSTEM IMPROVEMENTS COMPLETED 2007 TO 2014

### A. Water Master Plan and Phase 1 Projects (2008 to 2011)

Keller Associates prepared the *City of Stayton Water Master Plan* in 2006. The plan includes several elements:

- Water Treatment and Supply System Evaluation and Recommendations
- Water Distribution System Evaluation and Recommendations
- Water Management and Conservation Plan
- Vulnerability Assessment
- Financing Options and SDC Analysis

At the time the master plan was developed, the City and Keller assumed the City would grow at a rate of 3.35% per year. Projects were identified and prioritized based on this assumed growth rate. Since then the City's Planning Department and Marion County have adopted a 1.75% growth rate for the City.

Following the completion of the *Water Master Plan*, the City sought financing to pay for priority 1 capital improvements to the water system. The City obtained a \$5.3 million loan from the Oregon Business Development Department under the Safe Drinking Water Fund (SDWF).

With the SDWF funds in hand, the staff initiated two small projects in 2008 to install a new water line on W. Burnett Street and stabilize an eroding river bank east of the water plant in Riverfront Park. In 2009, the City hired Black & Veatch (B&V) consulting engineers to serve as design engineers for the larger water treatment plant improvements. B&V completed a value engineering review of the proposed water treatment plant and E. Pine Street booster pump station improvements. The pre-design report recommended the City proceed with a major rehabilitation of the Water Treatment Plant and upgrade of the E. Pine Street Booster pump station. Project elements included:

- Reconstruction of Filter Bed #3
- Full electrical system replacement in the finish water pump station
- New sodium hypochlorite tanks and injection system to chlorinate the finished water
- Clearwell baffling
- Soda ash system upgrade
- Intake area renovation
- Weir box renovations
- Installation of variable frequency drive (VFD) pumps
- Piping upgrade outside of the finish pump station
- Installation of backup emergency generator
- Security improvements
- Booster pump upgrades at the E. Pine pump station

B&V engineers concluded the City did not have sufficient funds to complete all of the recommended priority 1 capital improvements listed in the *Water Master Plan*. In consultation with B&V, the City elected to omit the following elements from the project:

- Clearwell expansion
- Demolition of the Schedule M storage reservoir

Plans were then finalized and submitted to the Oregon Health Authority - Drinking Water Section for review and approval. OHA-DWS approved the plans and the City constructed the Phase 1 improvements at a cost of \$4.7 million (construction & engineering). Due to a competitive bidding environment, the City was able to use the balance of the loan funds to construct water main improvements near Santiam Hospital. This enhanced the transmission system and alleviated fire flow deficiencies near the hospital. All work was completed by the end of 2011.

### **B. Water Distribution System Projects Completed from 2008 to 2014:**

From 2008 to 2014 the City also completed a significant number of water distribution system improvements using city water funds, systems development charges and about \$200,000 from the \$5.3 million SDWF loan.

Most projects were identified as Priority 1 improvements in the *Water Master Plan*. In addition to these projects, private developers have constructed several water main improvements adjacent to subdivisions and private developments.

Table 2  
Priority 1 - Water System Improvements  
Completed by City -- 2008 to 2014

	<i>Project Name</i>	<i>Length</i>	<i>Type</i>	<i>Master Plan Priority</i>	<i>Actual Cost</i>	<i>Funding Source</i>	<i>Year Completed</i>
1	Birch (Washington – Locust)	600	Distribution	1	\$ 115,000	Water Fund	2014
2	E. Jefferson (10 <sup>th</sup> – 15 <sup>th</sup> ) – 8"	1,273	Distribution	1	150,000	Water Fund	2013
3	Shallow Well Investigations		Supply	1	32,000	Water Fund	2012
4	W. Washington (1 <sup>st</sup> Ave Xing) – 8"	146	Distribution	1	25,000	Water Fund	2012
5	10 <sup>th</sup> Ave (E. Jeff to E. Pine) – 8"	1,393	Distribution	1	140,000	IOF & Water Fund	2012
6	E. Pine & 10 <sup>th</sup> (Mt. Jeff–Hosp)–12"	1,835	Distribution	1	233,500	SDC, SDWF & Water	2011
7	E. High (1 <sup>st</sup> – 2 <sup>nd</sup> ) - 8"	275	Distribution		30,000	Water Fund	2011
8	Kindle / Hobson Oversizing – 10"	856	Distribution		17,600	SDC share	2009
9	10 <sup>th</sup> Ave (Extend & Activate) – 12"	1,064	Distribution	1	20,000	Water Fund	2010
10	4 <sup>th</sup> Ave (Ellwood – Jeff) – 4" & 6"	553	Distribution		30,000	Water Fund	2009
11	Ellwood, 6 <sup>th</sup> , E Hollister, Robidoux and Jefferson – 8"	4,238	Distribution	1	415,000	Water Fund	2009
12	W. Burnett – 8"	478	Distribution	1	88,000	SDWF	2008
13	Riverfront Bank Stabilization		Treatment	1	295,000	SDWF	2008
14	Water Treatment Plant and E. Pine St. Pump Station Upgrades		Treatment	1	4,700,000	SDWF	2010
15	Large Meter Replacements	7	Distribution		40,000	Water Fund	2008-2012
16	Annual Valve Replacements	2 /yr	Distribution		50,000	Water Fund	2008-2014
17	Annual Hydrant Replacements	2-3 /yr	Distribution		25,000	Water Fund	2008-2014
18	Annual Service Line Replacements	30/yr	Distribution		250,000	Water Fund	2008-2014
<b>Total Investment</b>					<b>\$6,881,100</b>		

### **C. Water System Master Plan Update - 2012 Technical Memorandum**

With the 2011 completion of the Phase 1 Water Treatment Plant improvements, the City asked Keller Associates to update their water models and reassess the distribution system priorities. From 2009 to 2011, the Public Works staff worked with the Planning Department to update the GIS maps for the water

system. This provided Keller Associates a much more accurate system map on which to perform their distribution system analysis.

In May 2012, Keller presented a report to the City Council on the status of the City's water distribution system. In the 2012 update, Keller identified several distribution system issues:

- Fire flow deficiencies
- Size, age, pipe type and condition of existing water lines
- Unaccounted for water loss

Keller's report recommended a list of system maintenance activities (Table 3) and prioritized distribution system improvements (Table 4).

Table 3  
2012 Water System Maintenance Recommendations

	<b>Maintenance Activity</b>	<b>Where or What</b>	<b>Cost Estimate</b>	<b>Status or Schedule</b>
A	Leak Detection	West – every 5 years	\$ 10,000	Completed 2013
B	Leak Detection	East -- every 5 years	10,000	Will occur in 2014
C	Radio Read Water Meters	200 meters per year	33,000	300 in 2013 200 in 2014
D	Service Line Replacements	W. Washington	25,000	January 2014
E	Service Line Replacements	Northslope (Kent/Dawn)		Monthly program
F	Service Line Replacements	Westtown Area		Monthly program
G	Valve Exercising	Annual		On-going – Annual

Table 4  
2012 Priority 1 Recommendations  
Water Main Improvements

	<b>Water Main Location</b>	<b>Size</b>	<b>Segment</b>	<b>Cost Estimate</b>	<b>Status</b>
A	W. Ida	12"	1st Ave to Evergreen	\$ 481,000 <sup>1</sup>	Not scheduled
B	E. Jefferson	8"	10 <sup>th</sup> to 15 <sup>th</sup>	125,000 <sup>3</sup>	Completed 2012
C	Shaff Rd.	16"	1 <sup>st</sup> Ave to Fern	679,000 <sup>1</sup>	Not scheduled
D	Birch	8"	Locust to Washington	115,000 <sup>3</sup>	Completed 2014
E	Douglas	8"	Locust to Washington	110,000 <sup>2</sup>	Fall, 2014
F	7 <sup>th</sup> Loop	8"	Robidoux to E. Santiam	42,000 <sup>1</sup>	Not scheduled

<sup>1</sup> 2012 -- Keller Associates 2012 cost estimate

<sup>2</sup> 2013 -- Public works staff cost estimate

<sup>3</sup> Actual cost

## METHODOLOGY WATER SDC

### *REIMBURSEMENT FEE*

Table 5 shows the cost basis for the reimbursement fee. It is a summary compiled from the fixed asset records of the water system which are contained in the appendix to this report. The costs are based on the actual cost paid by the City for the improvement, less the amount of any federal or state grants received by the City.

The depreciation period was determined by the City as a part of complying with Governmental Accounting Standard Board's rule No. 34 which requires a straight line annual depreciation method. The expected life of most of these assets is 75 years but range as low as 20 years. Table 4 shows the City has invested more than \$12 million to construct water system improvements over the life of the water system. This amount is the sum of major investments in the water treatment plant, water mains 10" in size or larger that create the basic transmission system, water storage reservoirs, pump stations, etc. Over the life of the water system, depreciation of the listed assets (improvements, buildings & facility improvements, infrastructure) has been \$3,073,398 of the original asset value. Land does not depreciate therefore its net book value equals its original purchase price. In summary, there is a net book value of \$9,829,963 left after depreciation is subtracted. Therefore, the cost basis for the reimbursement fee is \$9,829,963.

Table 5  
Cost Basis for Reimbursement Fee

Asset Group	Original Cost <sup>1</sup>	Total Depreciation	Net Book Value
Improvements	341,905	62,118	279,787
Buildings & Facility Improvements	4,853,401	361,476	4,491,925
Infrastructure	7,642,561	2,649,803	4,992,757
Land	65,494	0	65,494
Totals	12,837,867	3,073,398	9,829,963

<sup>1</sup> In 2014, the City staff updated the depreciation schedule to add projects completed from 2003 through 2014 and updated asset values where the City found more accurate historical information about individual project costs. Source: City of Stayton Fixed Asset Report and Public Works Contract records, See Appendix.

The current water system has a capacity to deliver 7.70 million gallons of water per day (mgd). This amount of water is the peak amount the water treatment plant can produce and comply with OHA-DWS regulatory requirements for production of potable drinking water for a community water system. In summer 2013, the peak daily demand for water was 7.000 mgd leaving 0.700 mgd for future development to use (see Table 6). It is this available excess capacity that the reimbursement fee is designed to recover from future developments.

Table 6  
Current Water System Capacity

Stayton Water System	Gallons per Day (Millions)
Current Water Treatment Plant Capacity <sup>1</sup>	7.700
Current Usage <sup>2</sup>	7.000
Excess Capacity	0.700

<sup>1</sup> Water Treatment Plant (WTP) Capacity from Black & Veatch pre-design report (2010).

<sup>2</sup> Peak day water use data is based on Keller Associates review of monthly water consumption and production data for the City of Stayton Water Treatment Plant 2012 and 2013. Keller estimates 2013 peak day consumption = 7.000 mgd.

The reimbursement fee is the cost of water assets divided by the capacity of the system. The cost is the net book value of the system, so the cost per gallon of capacity is \$1.2766 (\$9,289,963 / 7,700,000 gpd = \$1.2766).

Table 7 shows the calculation of the reimbursement fee for a single-family household on a ¾" water meter. Based on 2012 and 2013 City of Stayton water consumption records, the average person in Stayton used 287 gallons of water per day (gpd). According to the 2010 Census the average household size in Stayton is 2.7 persons per household; therefore, the average daily water demand for a single family household is 775 gpd. Table 7 calculates the water reimbursement fee by multiplying a single household's use of water by the cost of the water system assets per gallon of capacity. This equals the cost of assets used by the household's connection to the water system: \$989 = (\$1.2766 x 775 gpd) rounded to the nearest dollar.

Table 7  
Calculation of Reimbursement Fee  
Per Single Family Dwelling – ¾ inch water meter

#	Stayton Water System	Water System Costs per Gallon
1	Net Book Value of the Water System	9,829,963
2	Capacity Water Treatment Plant Capacity (gallons)	7,700,000
3	Costs per gallon capacity (Line 1 x Line 2)	\$1.2766
		<b>2014 Reimbursement Fee Calculation</b>
4	Per capita daily consumption (gpd)	287
5	Average number of persons per household	2.70
6	Single Family Home - Equivalent Residential Unit (ERU) Daily Water Consumption (gpd) (Line 4 x Line 5)	775
7	Reimbursement Fee (Line 3 x Line 7)	\$ 989

To apply this rate to other water users besides a single-family household on a ¾" water meter, the City uses a schedule of water meter sizes as a surrogate measure of peak daily demand and an average usage

for multiple family housing units. Table 8 shows the schedule. For example a 1½ -inch water meter is capable of delivering as much water as 3.33 ¾-inch water meters; therefore, the reimbursement fee for a 1½ -inch water meter is 3.33 times the amount for a ¾-inch water meter. The ¾-inch water meter equivalencies are derived from standards set for water meters by the American Water Works Association, the industry organization that establishes quality and performance standards for the manufacture of domestic water meters.<sup>1</sup>

For multiple-family complexes, the meter size method does not apply equitably. Multiple family complexes may include any number of residential units in a single or multiple building complexes that results in 2 or more housing units sharing one or more meters. On average multiple family housing units use 80 percent as much water as a single-family household on a ¾-inch water meter.

As a result, the reimbursement fee for a multiple family complex will be the higher fee of two possible measures:

1. *Option 1: MF Reimbursement Fee = 80% of ¾" meter rate x # of units:* The number of housing units is multiplied by 80 percent of the reimbursement fee rate for a ¾-inch meter. A duplex will be charged a reimbursement fee of \$1,582. (2 units x 989 x 80%) = \$1,582. An apartment complex with 12 units will be charged \$9,494. (12 units x 989 x 80% = \$9,494).
2. *Option 2: MF Reimbursement Fee = Fee based on meter size for a master meter serving the entire complex.* If the developer installs a single 3" meter to serve to serve a 12-unit apartment complex, then the SDC reimbursement fee for the 3" meter size will be \$ 10,552. Since this is higher than the calculation under Option 1, the developer will be charged a \$10,552 reimbursement fee.

Table 8  
Schedule of Reimbursement Fee  
by Meter Size and Multi-Family Dwelling Units

Meter Size	Meter Equivalency	2014 Reimbursement Fee
¾"	1.00	989
1"	1.67	1,651
1 ½"	3.33	3,294
2"	5.33	5,272
3"	10.67	10,552
4"	16.67	16,486
6"	33.33	32,964
8"	53.33	52,744
Multiple Family Dwellings (per unit based on ¾" meter)	0.80	791

<sup>1</sup> American Water Works Association (AWWA) Standard for Cold-Water Meters Displacement Type, Bronze Main Case for meters up to 1-inch, and Turbine Type Class I vertical-Shaft and Low-Velocity Horizontal Type meters for meters 2-inches and larger, publications C700-90 and C710-96, 1991 and 1996.

## IMPROVEMENT FEE

The improvement fee is based on capital improvements to be built to supply water to future growth in the community. The *Water Master Plan* and the 2012 technical memorandum recommend the City construct water system capital improvements to correct deficiencies in existing facilities and to add water supply, water treatment, storage and distribution system improvements to expand the water system capacity to serve anticipated growth within the Stayton Urban Growth Boundary.

In 2013, the City Council adopted a Comprehensive Plan Update that incorporates new population projections through 2030. At the time the *City of Stayton Water Master Plan* was developed in 2006, the City assumed Stayton would grow at a rate of 3.35% per year and the City's population would reach 19,200 when the Urban Growth Boundary was built out. Keller Associates estimated future water demands to serve the expected rapid population growth. Projects were developed and prioritized based on this assumed growth rate.

Due to the Great Recession, housing growth in Oregon slowed dramatically. In 2009 Marion County prepared an updated coordinated 20-year population forecast for the unincorporated rural areas and the 20 cities in Marion County. The City and County planning departments adopted a 1.75% growth rate for the City of Stayton. This population forecast has been adopted in the Stayton Comprehensive Plan. Stayton's population in July 2013 was 7,685 persons. Using the 1.75% annual growth rate, the City population is projected to reach 12,266 by 2035 and 15,212 in 2049 at UGB build out.

Since Stayton is not expected to grow as quickly as projected in 2006, the expected future water demand will be less than originally projected in the Water Master Plan. Therefore, not all of the projects listed in Water Master Plan will be needed in the next 20 years.

Table 9 summarizes the revised population projections and water demand projections.

Table 9  
Growth of Population and Water Demand

1	2	3	4	5	6	7
	Population			Water Demand Million gallons per day (mgd)		
Year	Total Population <sup>1</sup>	Population Increase from 2013	Growth as a % of total population	Total (mgd) <sup>2</sup>	Increase (mgd) <sup>3</sup>	Mgd increase as a % of total capacity
Current Capacity				7.70		
2013	7,685					
2035	12,266	4,581	37.3%	9.33	1.63	17.5%
UGB Build out	15,212	7,527	49.5%	10.76	3.06	28.4%

<sup>1</sup> Population data from City of Stayton & Marion County Coordinated Population Projections (2009).

<sup>2</sup> Water Treatment Plant Capacity from Black & Veatch pre-design report for Water Treatment Plant improvements (2010). WTP capacity = 7.70 mgd.

<sup>3</sup> Water Demand based on Keller review of 2013 water consumption data, projected water consumption plus unaccounted for water loss. See Water Master Plan, Tables 2-7 and 2-8..

Table 10 lists all of the recommended capital improvements listed in the *Water Master Plan* that have not been constructed as of May 1, 2014. The estimated construction cost is \$22,021,331 in 2012 dollars. The seven numbered columns of Table 9 show the allocation of costs of each project to future growth. Of the \$22 million total cost, \$12,912,041 of the project costs are allocated to growth.

Table 10  
Recommended Water System Capital Improvements  
Stayton Water Master Plan

#		Project Description	Size	Year 2012 \$	Allocated to Growth	
					%	\$
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	P1	Priority 1 Pipeline Replacements and Upsizing				
	1.03	E. Kathy St. (6 <sup>th</sup> to 850 Block)	8"	84,928	0%	
	1.04	Maple Ave Area (Gardner, Maple, Fern)	8"	381,000	0%	
	1.05	2 <sup>nd</sup> Ave (Burnett to Virginia)	8"	71,389	0%	
	1.06	E. Santiam (7 <sup>th</sup> to Orchard)	8"	42,000	0%	
	1.09	Florence (3 <sup>rd</sup> to 4 <sup>th</sup> )	8"	116,930	75%	87,698
	1.16	Highland Dr Area (Mt. Jeff, Highland, Scenic View)	8"	208,012	37%	77,687
	1.17	Ida (3 <sup>rd</sup> to Evergreen)	10"	481,000	37%	179,640
	1.18	Cedar (west of 6 <sup>th</sup> Ave - 250')	8"	35,694	0%	
	1.19	Safeway Complex (Loop to Fir St.)	8"	89,851	0%	
	1.20	Shaff Rd. (Stayton Middle School to Douglas)	16"	679,000	75%	509,250
5		Repaint Interior & Exterior Regis & Schedule M Tanks		166,779	0%	
8		Shallow Well Field/Infiltration Gallery		881,283	28%	246,759
16		Plant Maintenance / Shop (% share)		441,872	49%	218,641
20	P2	Priority 2 Pipeline Replacements & Upsizing				
	2.01	Water St (reconnect services and abandon 2" main)	8"	30,771	0%	
	2.03	Marion Area (1 <sup>st</sup> -2 <sup>nd</sup> , 4 <sup>th</sup> -7 <sup>th</sup> , north to Burnett & Virginia)	8"	232,629	0%	
	2.04	Washington St. (1 <sup>st</sup> - 3 <sup>rd</sup> )	8"	114,468	0%	
	2.05	Robidoux Area (Jefferson - Fir, 3 <sup>rd</sup> to 6 <sup>th</sup> )	8"	465,258	0%	
	2.08	Douglas (Locust to Washington)	8"	143,000	0%	
	2.09	Hollister Area (1 <sup>st</sup> - 3 <sup>rd</sup> , Hollister to Cedar)	8"	151,394	0%	
	2.10	Water Service Replacements (Northslope & Westtown)		514,492	0%	
	2.11	6 <sup>th</sup> Ave (Marion to Virginia)	8"	111,000	0%	
	2.12	Scenic View (E. Santiam to E. Pine)	8"	164,000	37%	61,249
	2.13	10 <sup>th</sup> Ave Loop (Housing Authority to Orchard)	8"	42,000	37%	15,686
22		Secure Land for Tank/Well Site (Mill Creek Basin)		184,626	100%	184,626
23		Regis Booster Station		224,013	28%	62,724
24		Install Radio-Read Base System		61,542	37%	22,984
25		Salem Intertie		71,389	28%	19,989
26		City Shop (30%)		302,787	49%	149,821
	P3	Priority 3 Pipeline Replacements & Upsizing				
	3.01	Douglas Ave & W. Kathy St. (Fern Ridge to Regis)	8"	241,000	0%	
	3.02	West Maple Ave	8"	214,000	0%	
	3.03	High St. (1 <sup>st</sup> to Cherry, Loop to Ida St.)	8"	231,000	0%	
	3.04	W. Ida (Holly to Wilco, reconnect services)	8"	827,000	0%	

#	(2)	Project Description (3)	Size (4)	Year 2012 \$ (5)	Allocated to Growth	
					% (6)	\$ (7)
	3.05	Mt. Jefferson St.	8"	160,000	75%	120,000
30		Clearwell (Additional Capacity)		627,730	100%	627,730
33		Shallow Well Field Expansion		97,237	100%	97,237
34		Raw Water Weir Box Expansion		36,556	100%	36,556
35		Soda Ash System Expansion		35,694	100%	35,694
36		New Slow Sand Filter		923,132	100%	923,132
39		Abandon Regis Water Tower		51,695	0%	
40		New 5.0 MG Storage Reservoir		3,522,670	100%	3,522,670
	P4	Priority 4 Pipeline Replacements & Upsizing			0%	
37	4.01	Fern Ridge Road	16"	243,707	100%	243,707
38	4.02	16" Transmission Loop – Pine St. Resrvr to Fern Ridge	16"	958,826	100%	958,826
41	4.03	3 <sup>rd</sup> Ave (WTP to Virginia – Replace 12" DI - upsize cost)	12"	45,541	100%	45,541
	P5	Priority 5 Pipeline Replacements & Upsizing			0%	
42	5.01	Upsize Costs for Water Mains in UGB Area	16"	1,218,534	100%	1,218,534
43	5.02	Shaff Rd. (Stayton Middle School to Wilco Rd.)	16"	835,742	100%	835,742
44	5.03	Wilco Rd. (s. of Golf Club Rd.)	16"	162,471	100%	162,471
45		E. Pine Street Booster Station to serve higher elevation		160,009	100%	160,009
46		Mill Creek Booster Station		525,570	100%	525,570
47		Construct Deep Well Backup Supply		1,640,713	100%	1,640,713
49		New Independent Intake Facility on N. Santiam River and Pipeline to the Water Treatment Plant		2,769,395	28%	775,431
<b>TOTALS</b>				<b>22,021,331</b>	<b>60%</b>	<b>12,912,041</b>

Each project was evaluated to determine whether or not it is needed to correct an existing deficiency or if the project is partially or entirely needed to serve new growth. Columns 6 and 7 show the allocation of each project's cost to growth (and, implicitly to current users).

1. Projects with no benefit for future growth: Many of the projects in Table 10 are not needed to serve future growth. These projects must be built regardless of growth to resolve existing service problems. All of these costs will be borne by rate payers (or tax payers, if the City issues general obligation bonds to pay for them). For example, the Priority 1 water main projects 1.03, 1.04, 1.05 and 1.06 are needed to correct existing system deficiencies by replacing undersized water lines in existing residential neighborhoods. Projects such as these have no benefit for future development (0%) and therefore have no \$\$\$ amount included in Columns 6 and 7. None of these projects' costs are included in the calculation of the water improvement fee.
2. Projects with proportional benefit to existing users and future growth: Some projects in Table 10 will benefit some existing users, but are also needed to serve future growth. Projects that partially benefit current users and future growth are pro-rated based on the proportionate benefit to each. The percentage assigned to each project is based on the proportional benefit needed to serve new growth. Several factors were considered: (1) Does the project increase the capacity of the overall water system and enable the City to meet anticipated water demands? and/or (2) Does the distribution system project serve a partially developed or a

- vacant, developable area within the Stayton UGB? Based on the analysis, the percentages of projects that benefit development are 28%, 37%, 49% or 75%.
- 28% Projects: Projects No. 8, 25 and 49 are assigned a 28% allocation to the improvement fee. These planned improvements to the Water Treatment Plant and Regis Pump Station will benefit all current and future users of the water system. The projects will provide a proportional increase in the ability to meet future water demands upon build out of the UGB. The 28% allocation = the estimated growth in water demand between 2014 and the build-out of the UGB as shown in Table 9.
  - 37% Projects: Projects No. 1.16, 1.17, 2.12, 2.13, and 24 are assigned a 37% allocation to the improvement fee. These water main projects will serve both existing users and new residential growth areas that are expected to occur on vacant properties. The projects are needed during the next 20 years (by 2035). Table 9 shows Stayton's population is expected to grow 37% by 2035. For these projects, the City concludes there is a correlation between project costs, future water demand and allocation of a proportionate share of the project cost by population growth by 2035.
  - 49% Projects: Projects No. 16 and 26 are building improvement projects to add a new vehicle storage/maintenance building at the Water Treatment Plant and a redevelopment or relocation of the Public Works Shop building on 1<sup>st</sup> Avenue, when the City outgrows this facility. The two buildings may not be needed until after 2035. These two projects are not based on water demand, but are more appropriately based on population growth since they will serve all current and future users within the UGB. Therefore, allocation of costs based on the 49% population growth anticipated at the time of UGB build out is appropriate.
  - 75% Projects: Projects No. 1.09, 1.20 and 3.05 are water main projects assigned a 75% allocation to the improvement fee. The staff concluded the 75% share is appropriate based on the high correlation of the project to new development. Although these water main projects will serve some existing users, they are primarily needed to serve new residential growth areas inside the UGB. The staff anticipates these projects will be needed within the next 20 years before 2035.
3. Projects with a 100% benefit to future growth: Some projects in Table 10 are needed entirely to serve new development areas of the City or are needed to expand the capacity of the water supply, water treatment or storage reservoirs beyond the existing system capacity. Projects Nos. 30, 33, 34, 35 and 36 are recommended to expand the water supply or water treatment plant exclusively to serve water demands generated by new growth. Project No. 42 estimates the cost of upsizing water mains in the UGB where a developer is directed by the City to oversize the water main and install a 12" or 16" main concurrently with the development project. The water SDC is used to reimburse the developer for 100% of oversizing the pipe. Projects 37, 38, 43 and 44 are new 16" water mains at the north and east end of the UGB. They have been assigned a 100% share of

the project cost because the existing water mains in the area are adequate to serve the existing development, but the larger mains are needed exclusively to serve future growth. In all of these examples, 100% of the project costs are eligible for inclusion in the calculation of the water improvement fee.

4. Future Projects (Not included in the Improvement Fee Calculation): The Comprehensive Plan Update Committee recommends the City Council delete several projects listed in Table 10 from the water improvement fee calculations. The Committee concluded these projects are not needed in the next 20 years (by 2035) and may not be needed to meet projected water demands for the build-out population of 15,212 persons in the UGB. Projects 23, 34, 35, 36, 40, 45, 46, 47 and 49 are not included in the water improvement fee calculations. During the next Water Master Plan update these projects should be re-evaluated to determine if they are needed, should be dropped from the plan or should be modified. At that time, any needed projects should be included in the calculation of an updated water improvement fee.

Based on this analysis, Table 11 identifies \$12,183,579 in priority water system improvement projects. Of this amount, \$5,229,543 of the project costs is assigned to growth and is used in the calculation for the water improvement fee.

Projects are assigned to either Column 6 or Column 7 in order to calculate the water improvement fee. Projects placed in Column 6 are needed prior to 2035 to serve the projected population of 12,212 persons and/or are needed to increase water system capacity by 1.63 mgd. Two water supply and water treatment plant improvement projects (Projects Nos. 8 and 30) are needed to increase the water system capacity to meet projected water demands in 2035. Several water main improvements (Project Nos. 1.09, 1.16, 1.17, 1.20, 2.12 & 2.13 and Project 24 – radio read base station) are needed prior to 2035 to serve growth areas inside the City or in the UGB in close proximity to the 2014 city limits.

In order to calculate the improvement fee, the share of the individual project that is allocated to growth is divided by the capacity it will provide (1.63 mgd) to derive a cost per gallon. For example: Project 8 – Shallow Well/Infiltration Gallery is estimated to cost \$881,283 with 28% of the project cost (\$246,759) assigned to growth. The cost of the project that is allocated to growth (\$246,759) is divided by the capacity it will provide (1,630,000 gpd) to derive the cost per gallon.

Project 8: Shallow Well/Infiltration Gallery \$246,759 / 1,630,000 gallons = \$0.151 per gallon.

Projects placed in Column 7 are needed prior to UGB build-out to serve the projected population of 15,212 and/or are needed to increase water system demand by 3.06 mgd (see Table 9). The same methodology is used to calculate the water improvement fee for these projects.

For example: Project 5.03 – Wilco Rd. 16” water main is estimated to cost \$162,741 with 100% of the project cost assigned to growth. The cost of the project that is allocated to growth is divided by the capacity it will provide (3,060,000 gpd) to derive the cost per gallon.

Project 5.03: Wilco Rd. 16” main \$162,741 / 3,060,000 gallons = \$0.053 per gallon.

Table 11  
Planned Water System Capital Improvements  
Cost Basis for Improvement Fee

#	Project Description (1)	Size (2)	Year 2012 \$ (3)	Allocated to Growth		Increase in System Capacity		SDC
				% (4)	\$ (5)	1.631 mgd 2035 (6)	3.063 mgd 2049 (7)	Totals (8)
1	Priority 1 Pipeline Replacements and Upsizing							
1.09	Florence (3 <sup>rd</sup> to 4 <sup>th</sup> )	8"	116,930	75%	87,698	0.054		0.054
1.16	Highland Dr Area (Mt. Jeff, Highland, Scenic View)	8"	208,012	37%	77,687	0.048		0.048
1.17	Ida (3 <sup>rd</sup> to Evergreen)	10"	481,000	37%	179,640	0.110		0.110
1.20	Shaff Rd. (Stayton Middle School to Douglas)	16"	679,000	75%	509,250	0.312		0.312
8	Shallow Well Field/Infiltration Gallery		881,283	28%	246,759	0.151		0.151
16	Plant Maintenance / Shop (% share)		441,872	49%	218,641		0.071	0.071
20	Priority 2 Pipeline Replacements & Upsizing							
2.12	Scenic View (E. Santiam to E. Pine)	8"	164,000	37%	61,249	0.038		0.038
2.13	10 <sup>th</sup> Ave Loop (Housing Authority to Orchard)	8"	42,000	37%	15,686	0.010		0.010
22	Secure Land for Tank/Well Site (Mill Creek Basin Area)		184,626	100%	184,626		0.060	0.060
24	Install Radio-Read Base System		61,542	37%	22,984	0.014		
25	Salem Intertie		71,389	28%	35,324		0.007	0.007
26	City Shop (30%)		302,787	49%	149,821		0.049	0.049
3.0	Priority 3 Pipeline Replacements & Upsizing							
3.05	Mt. Jefferson St.	8"	160,000	75%	120,000		0.039	0.039
30	Clearwell (Additional Capacity)		627,730	100%	627,730	0.385		0.385
33	Shallow Well Field Expansion		97,237	100%	97,237		0.032	0.032
40	Priority 4 Pipeline Replacements & Upsizing							
4.01	Fern Ridge Road	16"	243,707	100%	243,707		0.080	0.080
4.02	16" Transmission Loop – Pine St. Resvr to Fern Ridge	16"	958,826	100%	958,826		0.313	0.313
4.03	3 <sup>rd</sup> Ave (WTP to Virginia – Replace 12" DI - upsize cost)	12"	45,541	100%	45,541		0.015	0.015
50	Priority 5 Pipeline Replacements & Upsizing							
5.01	Upsize Costs for Water Mains in UGB Area	16"	1,218,534	100%	1,218,534		0.398	0.398
5.02	Shaff Rd. (Stayton Middle School to Wilco Rd.)	16"	835,742	100%	835,742		0.273	0.273
5.03	Wilco Rd. (s. of Golf Club Rd.)	16"	162,471	100%	162,471		0.053	0.053
	<b>TOTALS</b>		<b>12,183,579</b>	<b>43%</b>	<b>5,229,543</b>	<b>1.121</b>	<b>1.389</b>	<b>2.510</b>

The sum of the costs per gallon in columns 6 and 7 are shown in column 8, and the sum of the project costs per gallon in column 8 amounts to the improvement fee per gallon of capacity- \$2.510. The costs per gallon are rounded to 3 places to the right of the decimal.

Using the same household water usage statistics as was used for the reimbursement fee, the improvement fee for a new single-family housing unit using a ¾-inch water meter will be \$1,945, (\$2.510/gallon x 775 gpd/household = \$1,945). Also, using the equivalent ¾-inch meter equivalents from Table 8 above and the ratio for multiple-family water usage; we derive the schedule of improvement fees by meter size and for multiple-family developments shown in Table 12.

Table 12  
Schedule of Improvement Fee  
by Meter Size and Multi-Family Dwelling Units

Meter Size	Meter Equivalency	Proposed 2014 Improvement Fee
¾"	1.00	1,945
1"	1.67	3,248
1 ½"	3.33	6,476
2"	5.33	10,367
3"	10.67	20,753
4"	16.67	32,423
6"	33.33	64,826
8"	53.33	103,726
Multiple Family Dwellings (per unit)	0.80	1,556

## WATER SYSTEM DEVELOPMENT CHARGE

The water system development charge consists of a reimbursement fee and an improvement fee as shown in Table 11. The total Water SDC is \$2,934 for a ¾-inch water meter.

Table 13  
Proposed Water System Development Charge

Meter Size	Reimbursement Fee	Improvement Fee	Total Water SDC
¾"	989	1,945	2,934
1"	1,651	3,248	4,899
1 ½"	3,294	6,476	9,770
2"	5,272	10,367	15,639
3"	10,552	20,753	31,305
4"	16,486	32,423	48,909
6"	32,964	64,826	97,790
8"	52,744	103,726	156,470
Multiple Family Dwellings (per unit)	791	1,556	2,347

## ANNUAL UPDATES FOR INFLATION

ORS 223.304 (7) provides that,

"A change in the amount of a reimbursement fee or an improvement fee is not a modification of the system development charge if the change in amount is based on the periodic application of an adopted specific cost index or on a modification to any of the factors related to rate that are incorporated in the established methodology."

For the purposes of periodically adjusting the water SDC, the City will determine annually the increase in the 20-City Average Construction Cost Index (CCI) published in the weekly periodical *ENR* published by McGraw Hill, Inc. This publisher's construction (and building) cost index is widely accepted in the engineering and construction industry. *ENR* updates the CCI monthly and provides annual summaries in the July edition.

The formula for updating the SDC each year is as follows:

$$\text{SDC current year} = [(\text{SDC last year}) \times (\text{CCI current year})] / \text{CCI last year}$$

Variables:

CCI current year = Construction Cost Index for the current year

CCI last year = Construction Cost Index for the last year the SDCs were updated

SDC current year = the SDC updated by the CCI

SDC last year = the SDC to be updated

It is recommended that the City Council review the SDC charges annually and make adjustments effective on July 1<sup>st</sup>.

An initial Council review may take place between January and March after the ENR index is available for the prior calendar year. In reviewing the SDC, the City Council may consider changes to the proposed project list, the ENR index change for the prior year, economic indicators for the Mid-Willamette Valley, current economic conditions in Stayton and the potential impact a change in the SDC fees may have on proposed development in the City. The January to March review also provides sufficient time to notify interested parties 90 days prior to the adoption of a revised SDC methodology as required by ORS 223.

Systems Development Charges  
Comparison of SDC Charges for Oregon Cities

	City	Water	Sewer	Storm	Transport.	Parks	Total	2010 Pop.
1	Pendleton				\$1,472	\$138	\$1,610	16,612
2	Sweet Home	\$1,215	\$624				\$1,839	8,925
3	Ontario	\$975	\$481		\$1,288		\$2,744	11,366
4	Clatskanie	\$1,250	\$1,500				\$2,750	1,737
5	Keizer	\$905			\$1,187	\$1,610	\$3,702	36,478
6	Coquille	\$1,901	\$2,951	\$228	\$280	\$289	\$5,649	3,866
7	Tillamook	\$3,149	\$1,225	\$1,293			\$5,667	4,935
8	Turner	\$2,269	\$2,615		\$479	\$895	\$6,258	1,854
9	Monmouth	\$1,464	\$2,852	\$157	\$394	\$1,726	\$6,593	9,534
10	Sisters	\$2,053	\$2,968		\$1,026	\$613	\$6,660	2,038
11	Coburg	\$3,312			\$728	\$2,835	\$6,875	1,737
12	Fairview	\$2,921	\$2,600	\$342		\$1,746	\$7,608	8,920
13	Sandy	\$1,525	\$1,834		\$2,430	\$2,311	\$8,100	9,570
14	St Helens	\$2,511	\$3,738	\$260	\$251	\$1,362	\$8,122	12,883
15	Roseburg	\$2,052	\$2,082	\$940	\$2,929	\$550	\$8,553	21,181
16	Milwaukie	\$1,620	\$893	\$765	\$1,758	\$3,985	\$9,021	20,291
17	Albany	\$2,211	\$2,645		\$2,582	\$1,745	\$9,183	50,158
18	Brownsville	\$2,095	\$5,160	\$1,970			\$9,225	1,668
19	Wood Village	\$1,524	\$7,794				\$9,318	3,878
20	Klamath Falls	\$2,761	\$5,591			\$1,295	\$9,647	20,840
21	Medford	\$948	\$1,212	\$574	\$3,664	\$3,433	\$9,831	74,907
22	Junction City	\$1,100	\$6,849		\$1,116	\$1,090	\$10,155	5,392
23	Lebanon	\$2,141	\$3,581	\$160	\$1,492	\$2,788	\$10,162	15,518
24	Hood River	\$3,883	\$1,508	\$650	\$1,802	\$2,605	\$10,448	7,167
25	Woodburn	\$2,085	\$2,977	\$220	\$3,532	\$1,752	\$10,566	24,071
26	Sublimity	\$2,370	\$3,370	\$1,880	\$1,810	\$1,200	\$10,630	2,681
27	Madras	\$790	\$4,755	\$198	\$3,323	\$1,685	\$10,751	6,046
28	Newport	\$2,366	\$3,891	\$840	\$1,090	\$2,591	\$10,778	9,989
29	Florence	\$3,557	\$4,456	\$2,050	\$865		\$10,928	8,466
30	<b>Stayton</b>	<b>\$2,670</b>	<b>\$3,528</b>		<b>\$2,562</b>	<b>\$2,305</b>	<b>\$11,065</b>	<b>7,644</b>
31	Lincoln City	\$2,815	\$5,878	\$28	\$660	\$1,900	\$11,281	7,930
32	Independence	\$2,445	\$3,573	\$823	\$3,231	\$1,741	\$11,813	8,591
33	Prineville	2809	4199		\$3,176	\$1,887	\$12,071	9,253
34	Eugene	\$2,689	\$2,191	\$586	\$1,865	\$3,845	\$12,181	156,185
35	Creswell	\$5,277	\$4,746		\$627	\$1,539	\$12,189	5,031
36	Dallas	\$3,940	\$4,027	\$932	\$1,167	\$2,281	\$12,347	14,583
37	Ashland	\$4,264	\$4,264	\$760	\$2,044	\$1,041	\$12,372	20,078
38	North Plains	\$4,298	\$3,200	\$500	\$523	\$3,910	\$12,431	1,947
39	Corvallis	\$1,122	\$3,492	\$174	\$2,471	\$5,449	\$12,708	54,462
40	Salem	\$3,907	\$3,093	\$494	\$1,954	\$3,745	\$13,193	156,455
41	Troutdale	\$1,326	\$4,426	\$852		\$7,137	\$13,741	15,962
42	Cottage Grove	\$6,940	\$1,135	\$694	\$1,680	\$3,659	\$14,108	9,686
43	Veneta	\$1,937	\$6,264	\$168	\$2,024	\$4,066	\$14,459	4,561
44	Redmond	\$2,407	\$3,366	\$2,301	\$3,876	\$2,672	\$14,622	26,215
45	Oregon City	\$4,495	\$3,732	\$650	\$2,606	\$3,543	\$15,026	31,859
46	Springfield	\$3,312	\$5,470	\$1,887	\$1,278	\$3,499	\$15,446	59,403
47	Canby	\$5,933	\$2,337	\$100	\$2,440	\$4,725	\$15,535	15,829
48	Brookings	\$2,222	\$9,646	\$959	\$1,210	\$1,578	\$15,615	6,336
49	West Linn	\$4,628	\$2,633	\$456	\$4,897	\$3,030	\$15,644	25,109
50	Forest Grove	\$4,000	\$1,240	\$500	\$3,600	\$6,888	\$16,228	21,083
51	Aumsville	\$3,979	\$5,291	\$1,050	\$3,701	\$2,611	\$16,632	3,584
52	Gresham	\$4,153	\$5,056	\$824	\$2,795	\$3,837	\$16,665	105,594
53	Newberg	\$5,837	\$5,666	\$311	\$2,909	\$2,017	\$16,740	22,300
54	Hillsboro	\$6,146	\$3,100	\$500	\$3,600	\$4,083	\$17,429	91,611
55	Bend	\$4,520	\$2,840		\$4,574	\$5,782	\$17,716	76,639
56	Tualatin	\$3,397	\$4,665	\$275	\$6,665	\$3,892	\$18,894	26,054
57	Silverton	\$5,043	\$4,731	\$2,070	\$3,057	\$4,505	\$19,406	9,222
58	Tigard	\$7,044	\$3,100	\$500	\$3,440	\$5,997	\$20,081	48,035
59	Beaverton	\$4,953	\$4,665	\$945	\$6,665	\$5,247	\$22,475	89,803
60	Wilsonville	\$7,002	\$4,233	\$780	\$6,340	\$4,602	\$22,957	19,509
61	Pacific City Joint Water & Sanitary District	\$15,033	\$8,121				\$23,154	1,000
62	Lake Oswego	\$6,763	\$2,463	\$135	\$4,195	\$11,650	\$25,206	36,619



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

**TO: Mayor Vigil and the Stayton City Council**  
**FROM: Katinka Bryk, Library Director**  
**DATE: June 2, 2014**  
**SUBJECT: Adjustment in Library Open Hours**

---

**ISSUE**

The issue before the Council is whether or not to approve the Library Board's recommendation to adjust the Library's open hours to times that are less confusing to patrons and make more efficient use of staff time.

**BACKGROUND INFORMATION**

At their May 21, 2014 meeting, the Library Board discussed the current hours being offered to the public at the Library. The current hours are confusing to patrons and an inefficient use of staff time. Currently the Library is open to the public 45.5 hours a week. The Library Board is recommending the Library offer more consistent hours and be open to the public 49.5 hours per week. Below is a chart showing the current and proposed open hours:

	Current Open Hours	Proposed Open Hours
<b>Monday</b>	10:00 a.m. to 5:30 p.m.	10:00 a.m. to 7:00 p.m.
<b>Tuesday</b>	10:00 a.m. to 5:30 p.m.	10:00 a.m. to 7:00 p.m.
<b>Wednesday</b>	12:00 p.m. to 8:30 p.m.	10:00 a.m. to 7:00 p.m.
<b>Thursday</b>	10:00 a.m. to 8:30 p.m.	10:00 a.m. to 7:00 p.m.
<b>Friday</b>	12:00 p.m. to 5:30 p.m.	10:00 a.m. to 5:30 p.m.
<b>Saturday</b>	10:00 a.m. to 4:00 p.m.	10:00 a.m. to 4:00 p.m.
<b>Sunday</b>	Closed	Closed

Consistency in open hours will allow for better patron service and more efficient scheduling of staff. The additional hours can be covered with no increase in staff hours but will have a visible increase in hours open to the public.

The statistics show that an average of 3.4% of checkouts happen between 7:00 p.m. to 8:30pm, while 14.65% occur between 10:00 a.m. to 12:00 p.m. Obviously the morning is a much more popular time for patrons.

There was discussion and desire to open on Sunday, but a four hour Sunday shift (12:00 p.m. to 4:00 p.m.) will cost about \$15,500 annually, so it was agreed to wait for a stronger budget to implement an additional day.

**FISCAL IMPACT**

None

**OPTIONS**

Approve, deny or direct modification of the proposed Library open hours.

**MOTION(S)**

- 1) Motion to approve the Library Board's recommended Library open hours.
- 2) Motion to modify the Library Board's recommended Library open hours as follows  
\_\_\_\_\_.
- 3) Deny request and leave open hours unchanged. No motion necessary.