AGENDA
STAYTON CITY COUNCIL
Monday, December 2, 2019

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

CITY COUNCIL EXECUTIVE SESSION
6:30 p.m. at the Stayton Community Center
The purpose of the session is pursuant to Oregon Revised Statutes (ORS) 192.660.2(d), to discuss labor negotiations. Executive Sessions are closed to the public.

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

FLAG SALUTE

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

APPOINTMENTS
a. City Council Vacancy Appointment
b. Parks and Recreation Board Appointments
- Richard Vohs
- David Nielson
- Pam Pugsley

PUBLIC COMMENTS
If you wish to address the Council, please fill out a "Request for Recognition" form on the table near the door. Speakers are limited to 3 minutes and must state their name and residence.

CONSENT AGENDA
a. November 4, 2019 City Council Minutes
b. Collective Bargaining Agreement with the Stayton Police Officers' Association
c. Annual TMDL Report

PUBLIC HEARING

GENERAL BUSINESS
Award of Contract for 2019 Jordan Bridge Maintenance Project **ACTION**
a. Staff Report – Lance Ludwick
b. Public Comment
c. Council Deliberation
d. Council Decision

Potential Surplus City-Owned Property **ACTION**

a. Staff Report – Dan Fleishman
b. Public Comment
c. Council Deliberation
d. Council Decision

COMMUNICATIONS FROM MAYOR AND COUNCILORS

COMMUNICATION FROM CITY STAFF

ADJOURN

FUTURE AGENDA ITEMS

a. Audit Report
b. Public Hearing – Land Use Code Amendments
c. Emergency Management Equipment Update
d. Facilities RFP Update
e. Sewer Maintenance Contract

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 Administrative Services Manager Alissa Angelo at (503) 769-3425.

CALENDAR OF EVENTS

DECEMBER 2019

Monday	December 2	City Council	7:00 p.m.	Community Center (north end)
Tuesday	December 3	Parks & Recreation Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	December 9	Planning Commission	7:00 p.m.	Community Center (north end)
Tuesday	December 10	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	December 16	City Council	7:00 p.m.	Community Center (north end)
Wednesday	December 18	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	December 24	**CITY OFFICES CLOSE AT NOON IN OBSERVANCE OF CHRISTMAS HOLIDAY**		
Wednesday	December 25	**CITY OFFICES CLOSED IN OBSERVANCE OF CHRISTMAS HOLIDAY**		
Monday	December 30	Planning Commission	Cancelled	

JANUARY 2020

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

FEBRUARY 2020

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

MARCH 2020

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

APRIL 2020

Monday	April 6	City Council	7:00 p.m.	Community Center (north end)
Tuesday	April 7	Parks & Recreation Board	6:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	April 14	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Wednesday	April 15	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	April 20	City Council	7:00 p.m.	Community Center (north end)
Monday	April 27	Planning Commission	7:00 p.m.	Community Center (north end)

CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE: PARKS & RECREATION BOARD

PLEASE CHECK ONE:
X New Applicant
____ Application for reappointment

Years resided in Stayton: 30+ YEARS

PLEASE PRINT

Name RICHARD S. VOLS

Address 998 COOPER COURT Home Ph# 503 769-3286

Email Address rsvpmc@msn.com Cell Ph# 808 250-0978

Occupation RETIRED (FORENSIC DIRECTOR STATE OF OREGON)

Place of Employment OREGON STATE HOSPITAL

Business Address N/A

Phone N/A Email N/A

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

   8 YEARS ELEMENTARY SCHOOL BOARD
   10 YEARS KIWANIS (PAST DISTINGUISH PRESIDENT)
   4/5 YEARS VOLUNTEER FIREMAN (MT PLEASANT)

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

   I LOVE STAYTON'S PARKS! THIS IS AN AMAZING RESOURCE FOR THE PEOPLE OF STAYTON

Received
City of Stayton
NOV 08 2019
Planning / Public Works
311 N Third Ave., Stayton, OR 97383

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

TRAIL IMPROVEMENTS, SIDEWALKS, BENCHES.

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

SEE # 1

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

NO

6. How did you learn about this vacancy?

_____ Our Website ___X___ Word of mouth _____ Other

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

NO

Signature of Applicant _____ Date 11/18/2017

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Stayton Parks and Recreation Board

PLEASE CHECK ONE:

✓ New Applicant

____ Application for reappointment

Years resided in Stayton: 42

PLEASE PRINT

Name David Nielson

Address 2069 Cardinal Avenue, Stayton Home Ph# 503-769-7045

Email Address dnielson@wvi.com Cell Ph# 503-602-2455

Occupation Electrician

Place of Employment Hewlett-Packard, Corvallis for electrical contractor E. C. Company

Business Address 1000 NE Circle Blvd, Corvallis

Phone _____ Email _____

---

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

   Considerable involvement in the City's Parks and Recreation in my past life of City of Stayton service, including: Created development design for Quail Run Park; Initiated and wrote the City's Adopt-A-Park program; Initiated the relocation of Santiam Park; Created initial design concept for Santiam Park; served as Council Liason to the Parks Board

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

   Still interested in City Parks issues and once again have the time to serve.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

   Continuity of a quality parks system.

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

   City Council '99-'02
   Budget Committee multiple terms

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

   No

6. How did you learn about this vacancy?

   _____ Our Website _____ Word of mouth _____ Other

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

   No

Signature of Applicant David Nielson Date 11/10/2019

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE: Parks & Rec

PLEASE CHECK ONE:

_____ New Applicant

_x_ Application for reappointment

Received
City of Stayton
NOV 25 2019
Planning / Public Works
311 N Third Ave., Stayton, OR 97383

Years resided in Stayton: 19

PLEASE PRINT

Name Pam Pugsley

Address 552 N. 6th Home Ph#

Email Address pampugsley552@gmail.com Cell Ph# 503 576-9400

Occupation retired Library Director

Place of Employment Stayton Library

Business Address

Phone 503. 769-3313 Email pampugsley552@gmail.com

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

4 years serving on the board.
Being involved in City government for 6½ years

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

increasing the budget for the parks
hiring another Parks worker to assit Bob Parsons

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

increasing the amount of money from the levy going to the parks

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

Friends of the Library for 17 years
3 levy groups - campaigning to pass the levy
PAL's

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

Parks Board
Friends of the Library

6. How did you learn about this vacancy?

_____ Our Website _____ Word of mouth X Other

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

No

Signature of Applicant R Rigsby Date 11-24-19

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

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PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

City of Stayton
City Council Work Session Minutes
November 4, 2019

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

Time Start: 7:00 P.M. **Time End:** 8:51 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Henry Porter	Alissa Angelo, Administrative Services Manager
Councilor Paige Hook	Keith Campbell, City Manager
Councilor Christopher Molin	Dan Fleishman, Director of Planning & Development
Councilor Jordan Ohrt	Lance Ludwick, Public Works Director
Councilor David Patty	Janna Moser, Library Director
	Susannah Sbragia, Finance Director
	Ty Hanlon, Interim Police Chief
	David Frisendahl, Interim Deputy Chief

AGENDA	ACTIONS
REGULAR MEETING	
Announcements a. Additions to the Agenda b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	 None. None.
Appointments	None.
Public Comments a. Karen Lang	 Ms. Lang introduced Connor Moore of Boy Scout Troop 50.
Consent Agenda a. October 7, 2019 City Council Minutes b. Renewal of Chemeketa Community Regional Library Service Contract	 Motion from Councilor Molin, seconded by Councilor Patty, to approve the Consent Agenda as presented. **Motion passed 4:0.**
Public Hearing	None.
General Business **CIS Best Practices Review of the Stayton Police Department** a. Staff Report – Interim Chief Ty Hanlon b. Public Comment c. Council Discussion	 Interim Chief Hanlon introduced CIS Public Safety Risk Management Officer Dave Nelson who reviewed his recent Best Practice Review of the Stayton Police Department. None. Council questions regarding frequency of best practices review, conditional offers, training, property and evidence audit.

Annual Sidewalk Maintenance Program Presentation	
a. Staff Report – Lance Ludwick	Mr. Ludwick introduced Engineering Technician Ian Kintz-Stormo who provided a presentation on the City's annual sidewalk maintenance program.
b. Public Comment	Russ Strohmeyer, who is impacted by this year's maintenance program requirements, provided a handout showing cracked sidewalks on City property. Mr. Ludwick responded. Steve Poisson inquired about addressing the worst sidewalks in town. Mr. Ludwick responded. Judy Mohney shared other possible ideas to assist homeowners.
c. Council Discussion	Brief Council discussion of how segments are chosen, information for homeowners on pricing, how long it will take to complete all sidewalks in the community, City financing for property owners, and the City's requirements versus other cities.
Resolution No. 996, Supporting and Authorizing the City of Stayton to Apply for a Feasibility Study Grant from the Oregon Water Resources Department	
a. Staff Report – Lance Ludwick	Mr. Ludwick reviewed the staff report.
b. Public Comment	None.
c. Council Deliberation	Brief discussion of water rights and the potential secondary water sources.
d. Council Decision	Motion from Councilor Hook, seconded by Councilor Patty, to approve Resolution No. 996 as presented. **Motion passed 4:0.**
Mill Creek Park Update – Grant Writing Services Contract	
a. Staff Report – Lance Ludwick	Mr. Ludwick reviewed the staff report.
b. Public Comment	None.
c. Council Discussion	None.
Resolution No. 997, Amending the 2019-20 Fees and Charges to include Fees for Sidewalk Vendors	
a. Staff Report – Keith Campbell	Mr. Campbell reviewed the staff report. Brief Council discussion of when the violation fine would be assessed to the business owner. Mr. Campbell responded.

b. Public Comment	Russ Strohmeyer inquired about how often the fee is due. Mr. Campbell responded.
c. Council Deliberation	None.
d. Council Decision	Motion from Councilor Patty, seconded by Councilor Molin, to approve Resolution No. 997 as presented. **Motion passed 4:0.**
Resolution No. 998, Initiating Vacation of Alleyway	
a. Staff Report – Dan Fleishman	Mr. Fleishman reviewed the staff report.
b. Public Comment	Joyce Goin-Patty inquired about ownership of the vacated property. Mr. Fleishman responded.
c. Council Deliberation	None.
d. Council Decision	Motion from Councilor Ohrt, seconded by Councilor Hook, to approve Resolution No. 998, to initiate the vacation of the alley between N. Second Avenue and N. Third Avenue, running north from E. Hollister Street. **Motion passed 4:0.**
Communications from Mayor and Councilors	Mayor Porter inquired about upcoming vacancies on City Boards and Commissions. Councilor Hook requested more attention be paid to decorum at the dais. Councilor Ohrt provided an update on the recent "Chat with a Councilor" at Snow Peak Brewery.
Communication from City Staff	None.
Future Agenda Items a. Jordan Bridge Update b. Emergency Management Equipment Update c. City Properties	

APPROVED BY THE STAYTON CITY COUNCIL THIS 2ND DAY OF DECEMBER 2019, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date:_____ By:_____
Henry A. Porter, Mayor

Date:_____ Attest:_____
Keith D. Campbell, City Manager

Date:_____ Transcribed by:_____
Alissa Angelo, Administrative Services Manager

CITY OF STAYTON

M E M O R A N D U M

TO:	**Mayor Henry Porter and the Stayton City Council**
FROM:	**Keith Campbell, City Manager**
DATE:	**December 2, 2019**
SUBJECT:	**Collective Bargaining Agreement with the Stayton Police Officers' Association**

ISSUE
Whether or not to approve the Collective Bargaining Agreement between the City of Stayton and they Stayton Police Officers' Association (SPOA), as presented.

ENCLOSURE(S)
- Collective Bargaining Agreement

STAFF RECOMENDATION
Staff recommends adoption of the newly negotiated Collective Bargaining Agreement that will be effective retroactively to July 1, 2019 through June 30, 2022. The Bargaining Unit members have voted to approve the Agreement as presented.

BACKGROUND INFORMATION
The SPOA Collective Bargaining Agreement expired June 30, 2018 and was extended through mutual agreement to June 30, 2019. City staff began negotiations with SPOA in March 2019.

OPTIONS
Approve the Collective Bargaining Agreement between the City of Stayton and SPOA, as presented.

MOTION(S)
Consent Agenda approval.

Collective Bargaining Agreement

The City of Stayton

and

Stayton Police Officers' Association

July 1, 2019 through June 30, 2022

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PREAMBLE

This agreement is made and entered into by the Stayton Police Officers Association, hereinafter referred to as the "Association," and the City of Stayton, hereinafter referred to as the "City" for the purpose of collective bargaining. Now, therefore, it is hereby agreed by and between the parties as follows:

ARTICLE 1 – RECOGNITION

Section 1. Scope of Unit. The City recognizes the Association as the exclusive bargaining agent for all police officers working half-time or more; excluding supervisors and confidential employees.

Section 2. Exclusive Representative. The City shall not enter into any agreements regarding employment relations with any other organization or individual claiming to represent any group of employees in the bargaining unit nor engage in any conduct which would recognize anyone other than the Association as a representative of employees in the unit, unless specifically authorized to do so by the Association. It is understood that the Association Attorney, President, Vice-President and Secretary/Treasurer serve as Association representatives for purposes of collective bargaining, contract administration and employee representation.

ARTICLE 2 – EXISTING CONDITIONS

The City agrees not to unilaterally change existing employee rights and benefits which are not specifically addressed in this agreement and which are mandatory subjects of bargaining without first notifying the Association.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its lawful authority. The City retains the authority that the City has not expressly delegated or modified by this Agreement.

Section 2. Management rights and responsibilities shall include, but are not limited to, the following examples:

1. The City and the Department shall retain all rights and authority to which by law they are entitled.
2. The City shall have the authority to organize and reorganize the operations within the Department.
3. The Association recognizes the right of the Department to enforce the Department Rules and Regulations, and operational procedures and guidelines.
4. The City has the exclusive right to schedule work and overtime work as required in the manner most advantageous to the City, consistent with the applicable provisions of this Agreement.
5. The City has the right to assess an employee's performance of their job.
6. The City has the right to:

a. discipline, suspend, and discharge non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, so long as the days off are consecutive, unless mutually agreed otherwise.
b. discharge probationary employees for any reason. Employees who are discharged before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the discharge, or the reasons therefore.
c. to recruit, hire, promote, fill vacancies, transfer, assign, and retain employees.
d. to lay off employees for lack of work or funds or other legitimate reasons.

7. The City has the right to control the Police Department budget.
8. The City has the right to determine the methods, location, means and processes by which work shall be accomplished.
9. The City shall have the right to take any and all actions necessary in the event of an emergency.

Section 3. The parties recognize the City may perceive a need to make operational changes in areas that are not covered by the above management responsibilities. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Association at least fourteen (14) days written notice of the desired change. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful within thirty (30) days after a mediator is assigned, the issue will be taken to interest arbitration expeditiously.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 1. Association Activities. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his exercise of these rights.

Section 2. Equal Employment Opportunities. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, gender orientation, religion, national origin, disability, Association affiliation or political affiliation, or any other classification protected under federal or Oregon Law. The Association shall share equally with the City, the responsibility for applying the provisions of this Agreement.

Section 3. Gender References. All references to employees or officers in this Agreement designate all genders, and wherever the male gender is used, it shall be construed to include employees of all genders.

Section 4. Association Dues Deductions. Upon the signed written consent of an employee within the bargaining unit, the City will begin deducting Association dues or other deductions for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The Association shall be solely responsible for creating and offering dues deduction authorization and cancellation forms to bargaining unit employees and solely responsible to store the originals of same. Upon the City's written request, the Association shall promptly deliver complete and legible copies of signed authorization or cancellation forms to the City.

The aggregate deductions of all employees shall be remitted together with an itemized statement to the Secretary-Treasurer of the Association no later than the tenth (10) of the month following the month for which the deductions were withheld. Except for technical questions about deductions that only the City's Finance Department can answer, the City shall direct employees with requests to start or to end dues deductions to the Association.

The Association will indemnify, defend and hold the City harmless against any claims made or any suit instituted against the City on account of any payroll deductions for the Association. The Association agrees to refund to the City any amount paid to it in error.

Section 5. Association Activities. Members of the bargaining unit elected to serve as authorized representatives of the Association shall be expected to perform their duties as a representative of the Association on their own time, except as provided elsewhere in this Agreement. Two (2) employees appointed by the Association as members of the Association's Collective Bargaining Committee shall be granted time, if necessary subject to emergency call, to attend labor negotiations with the City without loss of pay during a regularly-scheduled shift, if at least ten (10) days' notice is provided. In no event will the City be required to cover an authorized representative's shift and incur overtime expenses; however, the parties will cooperate scheduling and shift trade options.

Section 6. Arbitration of Anti-Association or EEO Claims. Sections 1 and 2 of this Article shall not be subject to the grievance procedure beyond step 3 unless the employee first agrees to be bound by the Arbitrator's decision and waives, in writing in a form acceptable to the City, the right to pursue claims in all other forums including the Bureau of Labor and Industries, the E.E.O.C., and State and Federal Court.

ARTICLE 5 – WORK SCHEDULES

Section 1. Workweek. The workweek shall consist of a forty (40) hour workweek of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts, or a combination of two eight (8) hour shifts and two twelve (12) hour shifts at the option of the management. However, changes in the work schedule shall not be made for reasons that are arbitrary or capricious. An employee's workweek shall commence on Sunday and shall end on the following Saturday.

Section 2. Workday. The workday is defined as a twenty-four (24) hour period, commencing at the beginning the employee's scheduled shift. Each shift shall have regular starting and quitting times.

Section 3. Work Schedule and Shift Change. The City shall post the work schedule showing the employees' work days, shifts and hours on the Department scheduler not less than seven (7) days in advance and shall not change employee schedules unless for the following exceptions to this rule:

A. Emergencies. Defined as a declaration of emergency in any part of the City by a governmental body with the authority to declare an emergency; a determination by the Chief of Police of the occurrence of civil unrest in the City; or as a specific and fast emerging pattern of crime posing a critical threat to public safety in the City requiring a directed patrol response in less than seven (7) days;

B. Waiver by written agreement between the Chief of Police or his/her designee and the affected employee;

C. When employees voluntarily wish to exchange shifts of work or days of work and the City approves the exchange;

D. When staffing situations must be resolved by holdover or call-back within one hour of the end or beginning of the shift at the overtime rate as a shift extension or to fill a shift vacancy. (When this occurs overtime pay is calculated according to Article 7;

E. Scheduling work in special assignments such as investigations, narcotics enforcement, canine and SRO.

Other than for the above-stated exceptions, employees whose schedules are changed less than seven (7) days from the day his/her schedule is posted on the Department scheduler will be paid an additional half (½) time differential for time worked in excess of their posted hours of work in accordance with Article VII. All work performed as a result of a scheduled shift change that requires an employee to work more than one hundred seventy-one (171) hours in a work period shall be paid at the overtime rate in accordance with Article VII.

Section 4. Individual Shift Trades. Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, may trade shifts with written approval prior to the trade (on a shift trade form) from the affected shift supervisor(s). Shift trades will not occur as a matter of entitlement and are intended as a means to accommodate unique and personal employee situations. The City shall not record hours worked on a trade in the time to payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the shift trade forms) they have participated in. Any dispute related to shift trades shall not be subject to grievance and shall be resolved by and between the employees who trade.

Shift Rotation Trades. With approval of the Chief of Police, or authorized designee, employees may trade an entire quarterly shift rotation, provided that the trade does not result in overtime expense to the City. Such trades shall be requested in writing, signed by both affected parties, at least fourteen (14) days prior to the scheduled shift rotation.

Section 5. Shift Assignments. The association may choose to conduct a shift bidding process where the officers will bid for the shift(s) worked, based on a seniority bidding process. If a bidding process is chosen by the association the bidding process for the year will take place prior to November 1st of each year prior to the vacation bid process as set forth in Article 19. The bidding will be for the upcoming year for March through February. The bidding year will be broken into four quarters of March through May, June through August, September through November, December through February. The most senior officer will choose a shift rotation in each of the four quarters of their choosing. The second most senior officer will then choose a shift rotation in each of the four quarters they choose to work. This process will continue until all officers have chosen a shift in each of the four quarters. When a different shift is available an officer must choose to work at least one shift rotation that is different than the other three quarters that they choose. The shift rotation that is different from the first three quarters must be a different time of day. In other words, if an officer chooses to work "day shift" for three quarters they must choose to work a "lap shift", a "swing shift", or a "graveyard shift" for the fourth quarter. They may not choose another "day shift" even if it is different days of the week.

If an officer chooses not to participate whether on purpose or not showing up to the bidding process they will be placed into the remaining shifts. If an officer can't attend the process they may participate through a proxy or by phone at their own initiative.

Pursuant to Article 3 Section 4, Management has the right to choose the hours and the days of the shifts. Management has the right to change a particular shift(s) due to operational needs throughout the year pursuant to Article 5 Section 4. If this occurs the affected officer(s) will move with the shift that changes or participate in a mutually agreed upon shift trade with another officer as described below. Management has the right to assign a particular shift for an operational need to a particular skill assignment such as a motor officer or drug K9 assignment. If an extended vacancy occurs to a particular shift due to an extended illness or employment resignation, Management has the right to move an officer into that shift. Management will do what is feasible to minimize the impact when operational adjustments need to be made. Mid-year new employee placements will be put into a shift that causes the least amount of disruption possible to the other shifts but taking into consideration the amount of supervision the new employee needs based on their experience.

If the Association chooses to not conduct a bidding process, Management will place officers into the schedule. The officers' assignments will then rotate quarterly throughout the year.

Section 6. Rest Periods. All employees are provided a paid fifteen (15) minute rest period during each one-half (½) shift, or when workload requires may be taken as part of other break periods. Must be able to show that work load required the combining of rest periods and they may not be saved up to go home early.

Section 7. Meal Periods. All employees are provided a paid meal period of not less than forty-five (45) minutes each work shift on a 4-10 shift schedule and thirty (30) minutes each work shift if on a 5-8 shift schedule. Employees assigned as Detective may be scheduled to an eight (8) hour shift with a one (1) hour unpaid meal period, which if interrupted will be flexed if possible or paid.

Section 8. Flex Time and Alternate Schedules. Officers assigned to Detectives, SRO, DARE, Motor Investigative, Canine, Narcotics, or other Task Force units, may flex hours of work or work any alternate schedule mutually agreed upon. Officers attached to a Task Force will work the schedule and breaks of the host department to which assigned.

ARTICLE 6 – TIME BETWEEN SHIFTS

If an employee because of court time or call back time, believes that the employee has not had adequate rest prior to the beginning of the next shift, the employee shall consult with a supervisor as soon as practical so that the supervisor may determine whether the employee should be relieved from all or part of their next regularly scheduled shift.

ARTICLE 7 – OVERTIME

Section 1. Overtime Defined. Employees shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay for overtime work under the following conditions:

a. All assigned work in excess of eight (8) hours on any scheduled eight (8)-hour work day or in excess of ten (10) hours on any scheduled ten (10)-hour work day;
b. All assigned work in excess of forty (40) hours in any one (1) work week;
c. All assigned work in excess of forty (40) hours in a work week or the hours in excess of the regularly assigned shift.

Section 2. Call-Back. An employee called to work outside his regularly scheduled shift shall be paid overtime at the rate of one and one-half (1½) times the employee's regular hourly rate, for a minimum of three (3) hours. This shall include all notarizations and all court appearances resulting from Stayton cases, not occurring during the employee's regularly scheduled work shift. Court appearances which do not arise from work performed as a Stayton police officer do not constitute "hours worked."

For purposes of this section, a call back must occur more than one (1) hour before the start of the work shift. Holdover for work contiguous with and additional to work performed during the employee's scheduled shift is not a "call-back" but is payable at the overtime rate for the reasons described in Subsection 1 of this Article. For example: If an employee's scheduled shift starts at 11:00 hours but the employee is called in to work at 10:00 hours, the employee would earn overtime for an additional hour only. If the officer was called in to work prior to 10:00 hours, the officer would be paid at the overtime rate for a minimum of (3) hours.

This applies also to an employee who is called back to work after their shift ends when there is a break between the end of the shift and the employee being called back. For example: If an employee's shift ends at 21:00 hours but is called back prior to 22:00 hours, any overtime payable

is due to a continuation of the shift and is governed by subsection 1 of this Article. If the employee is called back to work after 22:00 hours, the employee would be paid for a minimum of (3) hours. If the officer's shift is scheduled to end at 21:00 hours, but the employee is authorized by the City to continue working until 23:00 hours, the officer is paid hour for hour at the overtime rate in accordance with Subsection 1 of this Article.

Section 4. Training Time. When Department training, and/or regional schools are attended as required by the department, the employee shall not be entitled to overtime pay for such training time until the employee has worked in excess of 171 hours in the 28 day work period. Three hour call out pay does apply to training time.

Section 5. Shift Rotation. If the employee, during a shift rotation, works more than four (4) consecutive ten (10) hour workdays, then the fifth (5th) consecutive workday shall be paid at the overtime rate of pay. If the employee, during a shift rotation, is made to work more than five (5) consecutive eight (8) hour workdays, then the sixth (6th) consecutive workday shall be paid at the overtime rate of pay.

Section 6. Overtime Call Back List. Supervisors will determine available staff to work overtime shifts. Call backs for the overtime shifts will be based on seniority. If the supervisor receives either a "No" a "Maybe" or is not able to reach the employee they will call the next senior officer. If the supervisor is not able to find someone willing to work they may mandate an officer to work after calling officers by seniority.

ARTICLE 8 – COMPENSATORY TIME

Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the City and the employee. Compensatory time off must be granted within a reasonable time of an employee request if the use of comp time does not unduly disrupt operations.

Employees may accumulate up to eighty (80) hours of compensatory time.

A. Upon separation from employment, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.

B. Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense.

C. The City may substitute cash and purchase the requested compensatory time off if an agreement to schedule requested compensatory time off cannot be reached.

D. Employees may request payment of up to twenty (20) compensatory time hours to be paid off by the City up to two times each fiscal year. The City may purchase an employee's compensatory time balance at any time.

E. Compensatory time requests may be submitted not more than ninety (90) days in advance. A supervisor shall respond within ninety-six (96) hours of receipt of a request for

compensatory time utilization. Compensatory time shall be taken off in blocks no greater than forty (40) hours.

ARTICLE 9 – ASSOCIATION REPRESENTATION

Section 1. Association Representation. When a member reasonably believes that an interview may result in discipline, the employee may request to have an Association representative present. The schedule of such representative will be reasonably accommodated. The role of the Association representative is limited as follows:

1. The representative may inquire, at the outset of the interview, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.

2. During the questioning of the employee by the employer, the representative may participate only to the extent of seeking clarification of questions.

3. After the employer has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information.

4. Before the end of the meeting, the representative may suggest to the employer other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the employer's deliberations concerning discipline.

If an employee refuses to participate in an interview and the purpose of the interview does not relate to discipline of that employee, or the employee's belief that discipline may result is not reasonable, the investigator shall so inform the employee. The employee's failure to proceed under such circumstances, after being ordered to answer questions, may lead to discipline.

Section 2. Use of Tape Recordings. The complete interview of a member may be recorded consistent with applicable laws. If a tape recording is made of the interview, a member under investigation shall have access to the tape after request. If a transcription of the taped interview is made, the member under investigation shall be provided a copy of the transcription. A member under investigation may use a personal recording device and record any aspect of an interview.

Section 3. Employee Responsibilities. A member under investigation for non-criminal misconduct may be required to meet with a supervisor or an internal affairs investigator for an interview when a formal complaint has been filed against the member and the member has been notified of the complaint. When to do so does not jeopardize the interests of the City, at least 24-hours' notice will be given. Other employees will also be interviewed as appropriate. Members will answer fully all questions which they may be asked regarding an internal affairs investigation and will cooperate with the internal investigation process. At the same time, no employee shall be deprived of any rights or freedoms afforded to any ordinary citizen by the United States Constitution or by the laws of the State of Oregon.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

Section 1. Non Embarrassment. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Counseling. When there is evidence of unsatisfactory conduct, ordinarily the supervisor will verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. Documentation of verbal warnings will not be kept in the employee's central personnel file, but may be retained in a separate file by the employer.

Section 3. Just Cause and Progressive Discipline.

1. Just Cause: No employee who has completed the initial probationary period shall be disciplined or discharged without just cause, or without benefit of due process procedures established by the City as required by state and federal law. The parties recognize the tenets of progressive discipline, and acknowledge that they may not always apply based upon the severity of or repetitive nature of the misconduct involved.

2. Discipline: Disciplinary actions include suspension without pay, demotion, discharge and any combination thereof, or in lieu thereof with the consent of the employee, loss of vacation, holiday or compensatory time. Discipline shall not include administrative leave from duty with pay.

3. Pay Reduction in Lieu of Suspension Without Pay: In lieu of imposing a specified suspension without pay, the City with the employee's and Association's consent may permit an employee to remain on the job and may reduce the employees hourly rate of pay for a period of up to sixty (60) days. The reduction in hourly pay shall be an amount necessary so that the total loss of pay suffered by the employee equals the loss which would have resulted had the suspension been imposed. The City must declare the duration of the suspension relied upon to set the hourly pay reduction. This declaration shall be deemed the basis for challenging the discipline. The overtime rate shall not be affected by the reduction in the employee's hourly rate of pay.

4. Imposition of Suspension Without Pay and Discharge: Prior to suspending an employee without pay the City shall notify the employee of the reasons for which the City intends to suspend that employee without pay, including notification of the facts relied upon. The employee shall be furnished and provided an opportunity to respond to the charges and express the employee's point of view. Prior to discharging an employee, the City shall furnish the nature of the offense and the facts known to the City at the time upon which the discharge decision is being based. Any such investigative documents will be made available to the employee if relied upon in the administration of discipline. Any information relied upon to impose

discipline or to assess the level of discipline must be made available to the employee for review and rebuttal.

After notice and reasonable time, the employee shall be provided the right to present the employee's point of view based upon the reasons and facts presented. If it is necessary for the employee to do so, the City will provide an opportunity to review tapes which relate to the reasons and facts upon which the discipline is based. Any information provided to the employee shall be provided to the Association upon request of the employee.

With the employee's and the Association's consent, the City may place an employee on probation for a fixed period up to one year in lieu of discipline resulting in loss of the job, pay or benefits.

Section 4. Dismissal. When the Chief believes cause for dismissal exists, the Chief shall give the employee whose dismissal is under consideration, written notice containing:

1. A statement of improper conduct, inadequate performance, or other cause of discipline engaged in by the employee;

2. A statement that dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and,

3. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that dismissal is under consideration must be given at least ten (10) calendar days prior to the effective date of such dismissal, to respond to the statements in the notice. If an employee is suspended during this period, such suspension shall be with pay for at least ten (10) calendar days and, if the employee has not yet responded, the suspension may then be converted administratively to a suspension without pay until such time as the employee has responded and a determination can be made.

Section 5. Notice of Complaint and Investigation. When the City intends to open an Internal Affairs Investigation in or to fully and formally determine facts related to suspicion of misconduct, the employee will be notified unless to do so would compromise an investigation of criminal misconduct. Employees will be notified of the disposition of all formal complaints in accordance with City policy.

Dismissal shall be by written notice to the employee setting forth the cause for dismissal. Dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter.

Section 6. Use of Deadly Force Situations. The City of Stayton Police Department will comply with Policy 305 and the Marion County Law Enforcement Use of Deadly Physical 0Force Response Plan relating to officer-involved shootings which the City will not amend without prior

notice to the Association and bargaining, as provided for by the Public Employees Collective Bargaining Act known as PECBA.

ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Internal Resolution. This grievance procedure is designed to provide an orderly dispute resolution process, thereby maintaining harmonious relationships. The City agrees that no employee shall suffer any form of reprisal as the result of filing a grievance. Any grievance which may arise between the parties to this Agreement may be settled as set forth below:

Step 1. The aggrieved employee, or group of employees, with or without Association representation, shall present in writing the grievance to the immediate supervisor within seven (7) working days of its occurrence, not including the day of occurrence. The Supervisor shall give his written reply within seven (7) working days of the date of presentation of the grievance, not including the date of presentation.

Step 2. If the grievance is not settled in Step 1, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the Chief of Police seven (7) working days after the immediate supervisor's response is given. The Chief of Police shall meet with the aggrieved employee or group of employees, the Association representative, and the immediate supervisory personnel. The Chief of Police shall reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance.

Step 3. If the grievance is not settled in step 2, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the City Administrator seven (7) working days after the Chief of Police presents his response. The City Administrator shall meet with the aggrieved employee or group of employees, the Association representative, the immediate supervisory personnel and the Chief of Police. The City Administrator shall reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance.

Section 2. Arbitration. If the grievance has been so submitted through step 3 and the Association does not accept the outcome, the Association may advance the grievance to arbitration by notifying the City within fourteen (14) business days of the City Administrator's decision. Thereafter, the City or the Association shall, singularly or jointly, request the State Employment Relations Board for a list of thirteen (13) arbitrators who reside in Oregon or Washington and are approved on the Federal Mediation and Conciliation Service list.

The City and the Association shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternately striking the names. The first strike shall be determined by the flip of a coin. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision shall be within the scope and terms of this Agreement and in writing.

The arbitrator shall be asked to submit his award within thirty (30) calendar days from the date of the hearing. The decision may also provide retroactivity to the original date of this Agreement. The City and the Association shall equally divide the compensation of the arbitrator's fee and the cost of any hearing room unless such are paid by the State of Oregon.

Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties, but shall not be subject to any alteration by a third (3rd) party. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to respond timely shall move the grievance to the next step. Time limits shall be satisfied so long as the mailing of a grievance and/or response of the responsible party was postmarked within the time limits specified. A grievance may be withdrawn at any time upon receipt of a signed statement from the Association or the employee. Authorized representatives or the bargaining unit shall process grievances during regular business hours without loss of pay or benefits.

ARTICLE 12 – LAYOFF

Section 1. Seniority Defined. Seniority is defined as the length of continuous service in the Department from the date of the employee's most recent hire. Seniority under this agreement shall apply only to layoffs and to vacation scheduling as provided in Article 13.

Section 2. Layoff. In the event a layoff is necessary, the City shall advise the affected employees fifteen (15) working days in advance of the effective date. Layoff shall be determined solely by seniority.

Section 3. Recall. Employees who have been laid off will receive priority consideration for job openings in the department for a period of twelve (12) months following layoff. During that time, notices of all department openings will be mailed directly to the laid off employee's last known address. It shall be the employee's responsibility to keep the City appraised of his current mailing address for that period. No new employees shall be hired in any vacated classification until all employees on layoff have had an opportunity, ten (10) working days from date of mailing of job openings to laid-off employees, to return to work in their former classification.

ARTICLE 13 – TRIAL SERVICE PERIOD AND SENIORITY

Section 1. Trial Service Period. All employees shall serve an eighteen (18) month trial service period from their last date of hire. During the first (1st) eighteen (18) months following the last date of hire, trial service employees shall have no recourse to the grievance procedure of this Agreement as pertains to items of discipline and discharge. In-lieu of probation te1mination the Chief of Police may extend the trial service period up to six (6) additional months, if the Chief of Police feels the employee is showing progress but needs more time. If this occurs the Chief of Police will notify the Association President of the decision. The Chief of Police has the option to offer a certified lateral employee a (12) month trial service period if they left pervious employment under satisfactory terms. Upon promotion, an employee shall serve a nine (9) month trial service period during which the employee may be returned to the former position without loss of seniority.

Section 2. Seniority. Police officers who are senior in grade, service and performance of duty will be recognized through the designation of Senior Police Officer. A police officer becomes eligible for senior police officer designation upon reaching ten years (10) as a ce1iified officer with the Stayton Police Department and has not had any disciplinary actions against them in the past two (2) years. Prior law enforcement experience is not included in calculating the years of service for this recognition.

ARTICLE 14 – PERSONNEL RECORDS

Section 1. Inspection. Each employee, upon written request, shall have the right to review the contents of his own personnel file at the convenience of management within two business days of the receipt of the request by the City's Administrative Services Manager.

Section 2. Access. Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein, such clerical personnel whose duty it is to maintain personnel files, and the City Council, acting as a body, provided such access does not conflict with the provisions of the Oregon Revised Statutes.

Section 3. Signature/Copy and Response Rights. No material, which in any form can be construed, interpreted or acknowledged to be derogatory toward the employee, shall be placed in an employee's personnel file that does not bear either the signature of the employee indicating that he has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee may file a response to be attached in the personnel file within ten (10) working days of receipt of the material.

Section 4. Removal of Letters of Warning. Letters of warnings shall be considered temporary contents of the personnel file and shall be removed and retained in a separate file by the City no later than eighteen (18) months after they have been placed in the employee's personnel file.

Section 5. Restriction on City Reliance and Transmittal. Material placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's personnel file shall be transmitted without the explicit consent or request of the employee other than to those authorized in this Article or by order of a court of competent jurisdiction or as otherwise required by law.

Section 6. Commendations. All letters and material of commendation shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 15 – HEALTH AND WELFARE

Section 1. Health Benefits. The City shall use its best efforts to continue to make available to the employees a medical health, dental, and vision, insurance policy, equal to or better than

current coverage, for each employee and their dependents. The parties recognize that all other City employees are subject to cost containment and cost sharing measures. Bargaining unit members shall share in the cost of benefits as follows:

1. Employees in the bargaining unit may elect to retain Kaiser benefits, or to be enrolled in CIS Regence BCBS Copay Plan B with Rx 2 and vision VSP. Employees' contribution shall increase by an amount equal to 25% of any additional premium increases.

2. The City will contribute to employees' HRA VEBA accounts as follows:

3. 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. SPOA employees will have a Health Reimbursement Arrangement / Voluntary Employees Beneficiary Association (HRA VEBA) account. The City shall fund the HRA VEBA) accounts each year as provided for in this Agreement.

Section 2. Life and Disability. The City shall provide the employee with life and disability insurance equal to or better than the current coverage at no cost to the employee.

Section 3. Liability. The City shall provide the employee with liability insurance equal to or better than the current coverage at no cost to the employee, while acting in an official capacity.

Section 4. Retirement. The City shall provide the present retirement system for all eligible employees at no cost to the employees.

Section 5. Flexible Spending Account. At no cost to the City, an employee may elect to participate in flexible spending account on the same basis and for the same purposes as City non-represented employees.

ARTICLE 16 – SICK LEAVE

Section 1. Accrual. All employees accrue paid sick leave benefits as insurance against the impact of illness or injury. Sick leave shall accrue at the rate of ten (10) hours per full calendar month of service. For employees whose accrual of unused sick leave on July 1, 2019 was 1,040 hours or less the cap on sick leave accrual shall be 1,040 hours. Accrual shall begin on the first day of employment.

Section 2. Utilization. An employee can use accrued sick leave for the purposes stated in Schedule B attached to this agreement. Newly hired employees are entitled to use sick leave from their date of hire.

Section 3. Funeral Attendance. Up to three (3) days of sick leave may be used to deal with the death of first cousins, brothers-in-law, sisters-in-law, aunts, uncles, nephews or

nieces. Up to one (1) sick day will be granted to attend the funeral or memorial services of non-family members. Any additional leave taken for bereavement purposes must be charged to accruals of vacation leave.

Section 4. Donations. An employee who has at least 120 hours of accrued sick leave, with the approval of the Chief of Police, may donate 10 hours sick leave to a fellow employee once during each calendar year. The Chiefs 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 grievance.

Section 5. Job-Related Injuries. If an employee becomes absent from work due to illness or injury for which the City's worker's compensation insurer accepts a claim, the employee shall be paid the difference between the time loss benefit paid to the employee by the insurer and the employee's net salary, after all mandatory deductions or withholdings required by law. Such payments shall be made until the employee returns to work or the employee's bank of accrued sick leave is exhausted.

ARTICLE 17 – LIMITED DUTY

When an officer who has been injured is certified as fit for limited or light duty but not full duty, the City may provide and the officer may, if offered, accept light-duty work employment subject to the following limitations:

1. The maximum duration of any such light duty employment assignment shall be six (6) months, which may be extended by mutual agreement if the City determines that it is in the City's interest do so. All such assignments are temporary.

2. There is light-duty work which is sustainable and available in a department of the City.

3. Pay for such position shall be as follows:

    a. If the disability was the result of an injury suffered in the course of employment with the City, salary will be paid through workers' compensation.

    b. If the disability is not the result of an injury suffered in the course of employment with the City except as excluded below, the employee shall be paid at the employee's regular rate.

With respect to both (a) and (b) above, there shall be no charge to sick leave or supplemental pay available from the employee's accumulated sick leave bank for the time spent working in a limited-duty capacity. Paid leave time, including sick leave at the employee's regular hourly rate, shall, however, continue to be available while on a limited-duty assignment, and shall be available with respect to hours not worked.

4. The City may limit light duty to one (1) full-time equivalent employee (FTE) placed on light-duty positions. In the event more than one (1) employee is eligible to be placed in

the position, employees may share the job, with each employee assigned to an equal share of the forty (40) weekly work hours available.

5. The officer must be medically released to perform available, suitable work.

6. This Article 17 relating to Limited Duty shall not be interpreted or applied in a manner which is not consistent with the legal requirements of the ADA, ADAA, FMLA, OFLA and Oregon laws relating to injured workers.

ARTICLE 18 – MILITARY LEAVE

Leave for active duty and active duty for training (including weekend drills) shall be granted in accordance with state and federal law. Employees intending to take such leave shall provide to the Police Chief written notice of all dates of military leave within five work days of learning of the unit's training schedule or of learning of approval for individual training.

An officer's request for military leave shall take precedence over another officer's request for five (5) or more days' leave under the provisions of Article 22 of this Agreement, provided that the City shall make reasonable good faith efforts to accommodate both, the request for military leave and the request for five (5) or more days leave.

ARTICLE 19 – VACATIONS

Section 1. Vacation Entitlement. Regular full-time employees shall earn vacation leave monthly based on the number of continuous years of service the employee has worked for the City:

1 - 3 years	80 hours annually
4 - 7 years	120 hours annually
8 - 12 years	160 hours annually
13 years or more	200 hours annually

Section 2. Continuous Service and Unused Vacation. Continuous service shall be service unbroken by separation from the department, other than military leave, vacation, sick leave, or leaves of absence. Upon termination of a permanent employee, he shall be paid for all earned but unused vacation time. Unused vacation will be charged off in the order in which it was earned. In case of death, compensation of accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

Section 3. Accrual. Vacation leave may accumulate from year to year up to a maximum accumulation of two hundred forty (240) hours. If the number of vacation hours accumulated on January 1st on any year exceeds two hundred forty (240) hours, the employee will automatically lose any unused vacation over the maximum of two hundred forty (240) hours with no other compensation being given to the employee. An employee whose vacation is denied or canceled due to operational needs shall not suffer a forfeiture of vacation hours; this exclusion applies to vacation hours up to the number denied or scheduled and then canceled. Hours carried forward and not forfeited shall be used within six (6) months or they will be forfeited. Unless otherwise agreed upon.

For the first three (3) years of employment, each employee is required to take a minimum of forty (40) hours of vacation leave annually. For each year after three (3) years of employment, each employee is required to take a minimum of eighty (80) hours of vacation leave annually. If an employee does not use the minimum amount of vacation they will lose the difference between the amount they have used and the minimum usage unless it was due to a vacation denial or supervisor cancellation. Hours carried forward and not forfeited shall be used within six (6) months or they will be forfeited. Unless otherwise agreed upon.

Section 4. Utilization and Scheduling. An employee shall not be eligible to take vacation leave during the first six months of employment. The new employee may take leave during the first 6 months if it was agreed upon prior to the date of hire by agreement with the Chief of Police due to a previously scheduled and paid for trip or for special circumstances such as a funeral or wedding. Employees shall be permitted to take a portion of, or all of their vacation time in ten (10) hour increments, except for good cause and at the discretion of the Chief of Police, employees may take vacation in five (5) hour increments. Employees who work an eight (8) hour schedule may request to take four (4) or eight (8) hour blocks of time. Prior to December 1st but after/post "shift bidding" process of each year employees may submit requests to schedule vacation, in a minimum of forty (40) hour blocks and a maximum of 120 hours for the period of March through February of the following year. Longer vacations may be approved by the Chief of Police.

The SPOA will organize together prior to December 1st to submit requests to schedule vacation. The employees will each have the opportunity by seniority to request one (1) block of vacation starting with the most senior employee and continuing until all employees have had an opportunity to request one (1) block of vacation time. After the least senior employee has had an opportunity to request a block of vacation, the selection process will start over. Again, the most senior officer will have a second opportunity to request a block of time and continue through to the least senior employee. The selection process may continue in this rotating method until requesting is complete. During this process employees may not request more time than what they would have accrued by the time the vacation occurs. The employee may not request blocks of time during the bid process knowing the employee could only take the time by combining vacation and unearned comp time together. The SPOA will submit the requests by December 1st. to the scheduling supervisor.

Vacations requested during the bid process are subject to cancellation prior to December 31st of the year the bid was submitted without any compensation by the City due to reasonable scheduling issues.

During the bid process no more than one employee may request a bid block or portions of a block of time. Such conflict will be resolved in favor of seniority. This does not prevent the supervisors from later granting a second employee time off on a particular date(s) if staffing levels permit.

It may become necessary to restrict vacation bids on certain dates of the year. Examples may be such as a major planned community event or anticipated employee absence or due to a block of department-wide training. In such cases, if at all possible, the SPOA will be notified prior to the vacation bid process.

Employees may submit vacation requests during other parts of the year or for periods of time in blocks of less than forty (40) hours which shall be approved or denied case by case and first come first served. Requests for vacation shall not be unreasonably denied by the City, and supervisors shall respond to such requests within ten (10) calendar days of their submission.

Section 5. Deductions. The City shall not deduct earned vacation time from an employee without the employee's consent.

Section 6. Cancellation. An employee's scheduled vacation may be canceled by the City because of an emergency. In such cases, the City shall reimburse the employee for all non-refundable deposits incurred because of reliance on the scheduled vacation period.

Section 7. Mandatory Vacation. The Chief of Police may require an employee, who the Chief determines has permitted job performance to deteriorate significantly, to take vacation from any date after the employee has given Notice of Resignation from employment, until the date of job termination.

ARTICLE 20 – HOLIDAYS

In lieu of holidays, employees will receive one personal day per month. Employees shall be entitled to either use this day as an additional day off, or receive an additional day of pay within the month the personal day was earned. There will no accrual of personal days. Employees who wish to use the day as an additional day off will be required to submit a written request. In the event the request is denied by the City for operational reasons, and is unable to be re-scheduled within the month the personal day was earned, the employee will be paid for the day.

ARTICLE 21 – HEALTH AND SAFETY REGULATIONS

Section 1. The City agrees to abide by and maintain, in its facilities and operations, standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. Substance Abuse.

1. Policy: the City considers its employees its most valuable asset and is concerned for the safety, health, and well-being of its employees, and the health risks and performance problems that substance abuse can cause. This drug and alcohol policy and procedure is established based on these concerns.

The misuse of alcohol and other drugs can impair an employee’s performance and his physical and mental health. It may also jeopardize employee safety and the safety of the public, which relies on the ability of city personnel to respond in emergencies. The City is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs and by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action. Each employee will be responsible for meeting performance, safety, and attendance standards.

The City has responsibilities pursuant to the Drug Free Work Place Act of 1988. The City expects and requires that employees will not report to a scheduled work shift under the influence of intoxicating liquor or illegal drugs and that on-call employees will not report to a call-out when intoxicated. The use, sale, possession, manufacture, distribution, and/or dispensation by an employee of an intoxicating liquor, controlled, or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees, or the public, is strictly prohibited, except for alcohol or medically prescribed controlled substances used off-duty, and except for lawful possession of evidence by police employees while on-duty. The parties recognize that conduct in violation of this policy may result in disciplinary action and/or criminal investigation if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this section.

Nothing in this section shall be construed or applied to prevent a supervisor from responding in an on-call circumstance when, in the judgment of the supervisor who has recently consumed an alcoholic beverage, the supervisor is able to respond and discharge his or her duties appropriately.

2. Reports of Permitted Use. Each employee must report to his/her immediate supervisor the use of medically authorized drugs or other substances which the employee knows or should know can impair job performance and shall provide proper written medical authorization to work from a physician while using such authorized drugs. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair job performance. Any failure to provide proper evidence of medical authorization, can result in disciplinary action.

3. Reports of Drug Conviction. Each employee must report facts and circumstances to the department head no later than five (5) days after conviction for violating any criminal drug statute.

4. Employee Education. The City will afford employees an opportunity to deal with drug and alcohol related problems. The Finance Officer maintains information relating to the hazards of and treatment for drug and alcohol related problems. Any employee may seek advice, information, and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

5. Employee Assistance. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The Finance Officer (who will consult with health care providers as appropriate) will assist employees who wish to identify and select an appropriate treatment program.

If an employee seeks drug treatment voluntarily and not under adverse employment circumstances, earned sick leave benefits may be used while attending rehabilitation. After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the City's policy of maintaining a drug free work place.

6. Discipline Related to Abuse. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be directed to consult with or be evaluated by a health care provider. Such an employee may be required to participate in a drug or alcohol treatment program as a condition of continued employment.

A supervisor, based on reasonable suspicion that substance abuse is a factor in employment, may require an employee to be evaluated for drug and alcohol use and treatment. An employee may be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program based upon medical advice.

An employee may be required to authorize the Finance Officer or department head to monitor treatment and satisfactory participation, and to submit to random blood and urine screening for alcohol and/or drugs for a specified period of time, not to exceed thirty-six (36) months in any situation when treatment is the result of City intervention. Medical confidentiality will be preserved, subject to rights granted by the employee to the supervisor and Chief of Police to monitor treatment and program compliance through the Finance Officer or directly with a health care provider.

7. Drug Testing Upon Reasonable Suspicion. Where a supervisory employee of the Department has a reasonable suspicion that an employee is under the influence of alcohol or drugs, the employee in question will be asked to submit to discovery testing including but not limited to urinalysis, a blood screen, breathalyzer, or multiple tests to confirm involvement with alcohol or drugs or that the employee is drug or alcohol free at the time in question. If drug use is confirmed, sick leave benefits will not apply if the employee seeks drug treatment, even if treatment is imposed as a condition of return to work or continued employment.

8. Consequence of a Positive Test. An employee who is found to be under the influence of or impaired by alcohol or illegal drugs as a result of a test requested by the City based upon reasonable suspicion will be subject to disciplinary action including suspension or dismissal.

9. Consequence of Refusal to Submit to Testing. An employee who refused to submit to discovery testing for alcohol and drugs promptly upon request of the supervisor will be subject to suspension or discharge, or both. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test; however, it is reason to challenge discipline if discipline is imposed based on the test result alone.

10. Testing Procedure. When the employee is notified that he/she is required to consent and submit to such tests, he/she may request the presence of a witness to the test. The test may not be delayed unreasonably in order to wait for witness. The absence of a witness will not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a witness will not disrupt or interfere with the tests.

If requested, the employee will consent to blood, urine, or Breathalyzer test(s), or any combination, by signing a consent form. The form will contain the following information:

a. Employee consent to release test results to the City;

b. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;

c. The consequences of a confirmed positive test result for a controlled substance, including marijuana;

d. The consequences of a positive test for alcohol, under the circumstances;

e. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;

f. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;

g. The consequences of refusing to consent to the blood, urine or breathalyzer test.

In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the City will require that a second confirmatory test from the same sample be conducted, using gas chromatography, mass spectrograph techniques, or a qualitative equivalent, which also must be positive, before concluding the employee has such substance(s) present in the body.

If the blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the City.

The procedures to obtain, handle, and store blood and urine samples and to conduct laboratory tests will be documented to establish procedural integrity and chain of evidence. Such procedure will be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent

which is not inconsistent with the needs of this policy. The employee will be notified of the results of all tests conducted pursuant to this policy.

11. Definitions. For the purpose of this policy, the following definitions of terms are provided:

a. Reasonable suspicion is defined as specific articulable observations by a supervisory employee concerning the work performance, appearance (including noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered to constitute reasonable suspicion for discovery testing for drugs and alcohol, where human factors contribute to the incident and where a question of sobriety short of reasonable suspicion exists.

b. Under the influence is defined as any detectable level of drugs (in excess of trace amounts which can be attributable only to secondary exposure) in an employee's blood or urine or any noticeable or perceptible impairment of the employee's mental or physical faculties, or any such impairment coupled with a blood-alcohol level of at least .02 percent.

c. Intoxicated is defined as being under the influence with a blood alcohol level of .08 percent or higher by weight of alcohol in the blood.

d. Controlled substances is defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, the sale, purchase, transfer, or use or possession of which is prohibited or restricted by law.

e. Over-the-counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his/her duties.

f. Prescription drugs is defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

g. Searches: Employees have no expectation to be free from search of a patrol vehicle, locker, desk, or contents of other similar department-controlled spaces. A search of areas used exclusively by an employee (when directed at or against an individual employee due to suspicion of a violation of this policy) will be based on reasonable belief that the employee possesses any controlled substance. If possible, notice to the employee and an opportunity to be present will be given.

ARTICLE 22 – CLOTHING ALLOWANCE

If uniforms are required, they shall be furnished and maintained by the City, at no cost to the employee. Employees regularly assigned to patrol will be reimbursed for documented uniform cleaning expenses of all issued clothing based upon receipts submitted during the months of May and November of each year, not to exceed $25 per month. Employees regularly assigned to non-uniform detective positions are not eligible for cleaning reimbursement and will be paid $200 in May and November, prorated if necessary. This payment is to be spent on clothing used at work, particularly suits, sport coats, slacks, ties and/or dress shirts. Original receipts must be turned in with the City-approved expense form when reimbursement is requested. Clothing allowance reimbursement is subject to the IRS taxable fringe benefit guidelines.

ARTICLE 23 – SALARIES AND INCENTIVES

Section 1. Initial Placement. On recommendation from the Chief, a starting employee may be paid at a higher step if the employee's experience justifies it.

Section 2. Salary Administration. Effective July 1, 2019, salaries of Patrol personnel shall be increased as indicated on Schedule A attached.

Also, effective July 1, 2019, a new "Academy Step" will be added to the salary schedule and placed before Step 1. The Academy Step is intended to represent the presumptive pay for officers hired after June 30, 2019 who do not have basic DPSST certification.

Effective July 1, 2020, salaries of Patrol personnel shall be increased by 3.0%.

Effective July 1, 2021, salaries of Patrol personnel shall be increased by 2.0%.

Section 3. Anniversary Date Defined. For employees hired before July 1, 2019 and for the purpose of advancement on the step schedule, an employee's "anniversary date" shall be the first day of the month of the employee's hire if the employee was hired not later than the fifteenth or the first day of the month following the month of hire if the employee was hired after the fifteenth.

For employees hired at the "Academy Step", the "anniversary date" shall be the first day of the month in which DPSST verified that the employee obtained DPSST certification if the verification was received by the City not later than the fifteenth or the first day of the month following the month in which verification was received if the verification was received after the fifteenth.

Section 4. Advancement on the Step Schedule. Employees hired before July 1, 2019 shall be advanced one step on the salary schedule on the annual anniversary of the employee's date of hire, provided that during the preceding year, the employee received a satisfactory performance evaluation.

Employees hired after June 30, 2019 at a step above the "Academy Step" who are already DPSST-certified shall be advanced on the salary schedule in the same manner as employees hired before July 1, 2019.

Employees hired after June 30, 2019 at the "Academy Step" shall be advanced one step on the salary schedule upon verification from DPSST that the employee has obtained their basic certification. Thereafter, such employees shall be advanced on the salary schedule in the same manner as employees hired before July 1, 2019, though at the anniversary date defined for employees hired at the "Academy Step".

Note: receiving a salary increase before completing trial service shall in no way shorten the 12-month length of trial service nor otherwise improve a trial service employee's job security.

Section 5. Intermediate Certificate/Associates Degree. Each full-time employee who possesses an Intermediate Certificate from the Department of Public Safety Standards and Training or an Associate's Degree in any of the following subject areas shall receive in addition to his/her regular monthly salary, $120 per month.

Law Enforcement	Emergency Medicine
Corrections	Public Administration
Sociology	Computer Science
Psychology	Business Administration
Political Science	Counseling
Criminal Justice Administration	

Section 6. Advanced Certificate/Bachelors Degree. Each full-time employee who possesses an Advanced Certificate from the Department of Public Safety Standards and Training or a Bachelor of Arts/Science Degree shall receive in addition to his/her regular monthly salary, $160 per month. An employee who receives the Advanced Certificate incentive is not eligible to receive the intermediate incentive; these are not cumulative. No DPSST training or college courses are needed to remain eligible for this incentive once a Bachelors Degree is earned.

Section 7. Masters Degree/Credit Hours. Each full-time employee who possesses a Masters Degree in law enforcement or two hundred forty (240) college credit hours in law enforcement related course work shall receive, in addition to his/her regular monthly salary, $200 per month. An employee who receives the Masters Degree or (240) college credits is not eligible to receive the intermediate or advanced incentives; these are not cumulative.

Section 8. Special Pay. Employees who demonstrate fluency in Spanish (verbal and written) to the satisfaction of the bilingual committee selected by the Chief of Police shall be paid an additional 3% of base pay. Employees shall receive 4% of base pay for hours worked while serving as a certified FTO and directly supervising a recruit/trainee
.

Section 9. Limitations. Any combination of incentives and/or premiums awarded pursuant to this Article shall not exceed ten percent (10%) of an employee's base pay.

Section 10. Fitness. Employees who demonstrate physical fitness may receive one (1) additional vacation day. Once every 6 months employees may be given the opportunity to participate in a physical fitness test. The test used will be the current testing method used by the Department of Public Safety Standards and Training (DPSST) for entrance into the state law enforcement academy. Employees must meet the passing score set by DPSST.

ARTICLE 24 – TRAINING

. Employees shall be compensated at their straight time hourly rate for all off duty hours spent in attendance at training when required by the City to attend. Employees shall be compensated at their overtime rate for off duty training hours required by the City which cause them to work in excess of one hundred seventy-one (171) hours in the FLSA § 7(k) 28 day work period if the employee is assigned to and working under FLSA 7(k) and the 28 day period otherwise applies. It is understood that the City will afford every opportunity and consideration to permit employees to pursue training and educational opportunities; further, that training may be attended in the following ways:

A. Training Approved for Compensatory Time. The City may authorize compensatory time off to cover off-duty training within the 80 hour compensatory time bank limits of this Agreement. Employees approved to attend non-mandatory training using compensatory time who are at the 80 hour compensatory time bank limit may be permitted to attend the training function if the employee submits a date certain for use of the generated compensatory time. The employee's original training request must state the number of hours of compensatory time that will be generated and the date and shift when the compensatory time will be used. The general guideline for use of compensatory time generated in this manner will be within the payroll period in which it was earned, however, the City will permit up to two payroll periods for the employee to use the time.

B. Training Not Subject to FLSA or Contract Overtime. Nothing in this Agreement shall be construed as preventing an employee, on the employee's own initiative, from attending an independent school or course after hours or on leave with or without pay, including but not limited to courses offered by DPSST and outside agencies. This subsection shall not apply to any training offered and conducted by the Stayton Police Department or the City. (This Article is based on FLSA Regulation 29 CFR Section 785.30.)

C. The Department may schedule on duty, in service training required of all employees, or required of the entire Department. The City may change the scheduled hours of work in order to facilitate Department-wide training. Mandated training may be scheduled with at least thirty (30) days advance notice. If an employee’s hours of work are changed in order to attend training, the employee shall be afforded time off necessary to permit the employee to work safely and efficiently.

D. DPSST Recruit Academy/New Hire Lateral. A recruit officer or new hire lateral officer attending DPSST Basic Academy Training (recruit/lateral) will work the schedule designated by the academy staff; overtime is not authorized without pre-approval. Recruit/lateral Officers attending the basic academy class are exempt from training

schedule change requirements and shall be considered to be paid on a forty (40) hour per week salary basis, with overtime to be computed in accordance with FLSA Section 7k and forty-two (42) hours in a seven (7) day period.

ARTICLE 25 – SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 26 – TERM OF AGREEMENT

This agreement shall become effective at 12:00 am on July 1, 2019; shall remain in full force and effect through the 30th day of June, 2022, and shall continue in effect during the period of successor negotiations until a successor agreement is reached.

STAYTON POLICE OFFICERS' ASSOCIATION	**CITY OF STAYTON**
_____	_____
David Bevens, President Stayton Police Officers' Association	Keith D. Campbell, City Manager City of Stayton
Date: _____	Date: _____
_____	_____
Dean Butler, Vice-President Stayton Police Officers' Association	Henry Porter, Mayor City of Stayton
Date: _____	Date: _____

SCHEDULE A

Effective July 1, 2019 employees shall be paid according to the Salary Schedule below. This schedule increases the number of steps in the Schedule from 7 to 8 by adding an "Academy Step" before Step 1. The increases to wages effective July 1, 2020 and July 1, 2021 referenced in Article 23.2 are also shown

	Academy Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
19-20	$3,906.81	$4,102.15	$4,307.26	$4,522.62	$4,748.76	$4,986.19	$5,235.50	$5,497.28
20-21	$4,024.01	$4,225.21	$4,436.48	$4,658.30	$4,891.22	$5,135.78	$5,392.56	$5,662.20
21-22	$4,104.49	$4,309.71	$4,525.21	$4,751.47	$4,989.04	$5,238.50	$5,500.41	$5,775.44

SCHEDULE B

Purposes for which sick leave may be used

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "Family member" means the spouse of an employee, the biological, adoptive, step or foster parent or child of the employee, the grandparent or grandchild of the employee, a sister, brother or parent-in-law of the employee, any relative residing in the employee's immediate household or a person with whom the employee was or is in a relationship of in loco parentis.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.

- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.

- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member, or grieving the death of a family member (up to a total of two weeks to be completed within 60 days of the date on which the eligible employee receives notice of the death of the family member (OAR 839-009-0240(6)).

- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.

- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.

- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

CITY OF STAYTON

M E M O R A N D U M

TO:	**Mayor Henry Porter and the Stayton City Council**
FROM:	**Lance S. Ludwick P.E., Director of Public Works**
DATE:	**December 2nd, 2019**
SUBJECT:	**Consent Agenda – Annual TMDL Report**

ENCLOSURE(S)

- TMDL 2018-2019 Tracking Matrix

BACKGROUND INFORMATION

As part of a watershed approach to water quality problems, the State of Oregon is in the process of developing a Total Maximum Daily Load (TMDL) and Water Quality Management Plan (WQMP) for each water body that does not meet specific water quality standards. The Willamette River is among these water quality impaired bodies of water for parameters of *temperature, mercury, and bacteria.*

The United States EPA approved the Willamette River Basin TMDL (WB-TMDL) on September 29, 2006. In the WB-TMDL, the City of Stayton is listed as a Designate Management Agency (DMA) because it is bordered by Mill Creek and the North Santiam River, which are Willamette River tributaries. As a DMA, Stayton is responsible for water quality within its jurisdiction and is required to submit a TMDL Implementation Plan Annual Report to the Oregon Department of Environmental Quality (DEQ) under Oregon Administrative Rule 340-042-0080(3).

This report provides a comprehensive description of Stayton's ongoing and planned efforts to reduce targeted pollutant loadings in accordance with the WB-TMDL.

Oregon Statewide Land Use Goals

In 1973 the Oregon State Legislature established statewide standards to be used by local government agencies in land use planning. The intent of the standards was to protect Oregon's natural resources and promote economic development. The Department of Land Conservation and Development (DLCD) was created at that time to be the administrative agency to manage these standards.

Over time, these standards have evolved into a set of 19 Land Use and Planning goals covering everything from Citizen Involvement to the Preservation of Ocean Resources. As not all of the goals directly apply to the WB-TMDL, DEQ has shown interest in the position of Stayton in relation to Statewide Land Use and Planning Goals 5 and 6 because these are the pertinent sections with regard to the Implementation Plan.

Statewide Planning Goal 5 is to protect natural resources, and conserve scenic and historic areas and open spaces. In correlation with this goal, local governments are to adopt programs that will achieve this goal. Part of this is to inventory riparian corridors and establish policies to protect them.

Statewide planning Goal 6 is similar to Goal 5 in that the objective is to maintain and improve the quality of the air, water, and land resources of the state. All waste and process discharges cannot exceed the carrying capacity of the water resources nor degrade nor threaten them.

The City's Comprehensive Plan was revised in April 2006, and addresses all of the statewide land use goals. The Comprehensive Plan has been acknowledged by DLCD to be compliant with the statewide goals. The City's ongoing land use practices, permitting practices, and development code are consistent with the land use goals and the proposed management strategies in the implementation plan.

Existing Water Quality

Stayton's TMDL efforts focus on the waters within the City's jurisdiction which include the Salem Ditch (also known as the Stayton Ditch), the North Santiam River, Mill Creek, and the Power Canal.

The majority of the City's urban impact is on the Salem Ditch, which travels east to west along the south border of the city, then turns north and runs along the Stayton's west border, ultimately discharging to Mill Creek in the northwest corner of the city limits.

Management Strategies

The following sub-sections describe Stayton's management strategies for reducing temperature, mercury, and bacteria. Some of the strategies are already in place, and have been identified in their scheduled implementation as 'ongoing'. Strategies that have been selected as part of this plan to fill the gaps have specific implementation dates as chosen by the City according to the resources available. The strategies, along with the benchmarks and schedules, are summarized in the enclosed Tracking Matrix.

- ***Temperature***

  The WB-TMDL has established a temperature TMDL to create a healthier environment for salmon and trout species found in the Willamette Basin. There is not one target temperature for the entire basin, because the optimum temperatures vary by location according to the fish habitat designation for the area. DEQ would like to see efforts from Stayton to address temperature concerns through protection, restoration, or creation of riparian vegetation. The Oregon State DEQ does not

recognize stormwater as a source of temperature loading for the purposes of the temperature TMDL.

Because stormwater runoff from the City is not recognized by DEQ as a source of temperature loading in the rivers, direct solar radiation on the water bodies within Stayton's jurisdiction is the primary source for temperature loading. The effects of temperature loading can be minimized if the water in the river is deep and well shaded.

The depth of the water is affected by two factors, namely, flow volume and the channel shape. During the summer months, when solar radiation is at a peak, the flow in the river and the runoff volume from the City is typically low. Under this scenario, any flow added to the river from the City's storm water system will help lower the stream temperatures because it will provide additional volume to the river and it will typically be cooler because it is piped underground prior to discharging to the river.

The second factor affecting the depth of the water in the river channel is the shape of the channel. The channel shape can be negatively affected through erosion. Erosion is more likely to occur where the channel banks are bare and unstable. As banks erode, the shape of the channel tends to be wide and flat, therefore reducing the water depth and increasing the impact of solar radiation. Riverbank vegetation or structural stabilization measures prevent channel erosion and promote a deeper channel resulting in cooler water temperatures. Bank vegetation not only prevents erosion, but can provide shading if the vegetation consists of trees.

The City's land use development code also contains provisions that require 50-foot riparian setbacks as a measure of protecting the riverbanks and promoting stream health. This code will continue to promote cooler water temperatures as the City develops beyond its current limits. The City's goal is to continue the practice of enforcing the existing land use code through the development review and approval process.

- ***Mercury***

  Mercury is a pollutant of concern because of its toxicity and its tendency to bioaccumulate. Bioaccumulation is the process by which a substance builds up in concentration in living organisms as they take in contaminated air, water, or food because the substances can only be metabolized very slowly. The toxic effects of mercury poisoning range from debilitation to death.

  Mercury is a natural soil component common throughout the Willamette Basin, and soil erosion accounts for nearly half of all the mercury found in the Willamette River and its tributaries. Automobile emissions, dental fillings, light bulbs, and thermometers are a few of the common non-natural sources of mercury.

  The City of Stayton has identified sediment in sediment laden stormwater and air pollution as two primary sources of mercury loading in the surrounding waters. To address sediment carried by stormwater, the City will focus on reducing runoff from construction sites, and reducing sediment loads in stormwater through improved maintenance practices.

The City currently provides reminders to developers during Pre-application and Pre-design meetings to obtain 1200-C permits as required by the state. The City also reviews erosion control plans as part of the plan review process. The City's goal is to continue these practices to aid in the prevention of excessive sediment in stormwater runoff from construction sites.

1200-C permits address construction sites that are an acre or larger in area. There are not currently any regulations for sites less than an acre and the City recognizes such sites as a potential source for sediment erosion. The City does review all construction plans and activities in the City and requires erosion control measures for all projects.

To reduce sediment loading from stormwater, the City currently sweeps the streets on a regular basis. Downtown corridors and collectors are swept twice a month, and residential streets are swept monthly. The City's plan is to continue street sweeping and continue tracking completion of the street sweeping.

In addition to street sweeping, the City currently cleans a portion of their estimated 650 stormwater catch basins annually. Cleaning the catch basins not only prevents trapped sediment from reentering the system, but also enables the basins to function properly and remove more sediment from the system. The City's goal is to continue cleaning catch basins annually and track the number of basins cleaned.

As part of the Stormwater Master Plan, the City has established a plan to begin pressure cleaning the stormwater lines. There are approximately 15-miles of stormwater lines in the City. The plan is to clean the lines once every five years. This will prevent buildup, allow for proper function of the system, and remove excess sediment.

In addition to mercury carried in stormwater sediment, the City realizes air pollution can contribute to mercury levels in surface waters. For this and many other benefits, the City supports a county commuter ride program. A large park-and-ride lot is located in the northeast end of the City. Commuter ride program information is also available at the Public Works office. The goal in relation to this management strategy is to continue to support the commuter ride program.

- ***Bacteria***

  Bacteria concentrations in water are typically measured by an indicator group of bacteria such as E. coli in units of Most Probable Number (MPN) per unit volume. Potential sources of bacteria include failing septic systems, leaking sewer lines, substandard wastewater effluent discharges, pet waste, livestock waste, duck feeding areas, and cross-connections.

  Stayton has reviewed the potential sources of bacterial contamination and has determined that pet waste, poorly maintained sewer lines, and cross-connections are the areas on which they will focus their management efforts.

  The City has installed pet waste stations in local parks to encourage owners to clean up after their pets. The City plans to inventory theses stations to determine

quantities, locations, installation years, and other data necessary to assess additional needs. The City will continue to stock and maintain the stations, as well as inventory the existing stations and assess additional needs.

The City currently cleans and inspects the sewer system periodically. The goal is to continue this practice and commit to a schedule of cleaning and inspecting every line once every five years. The anticipated outcome of this effort is well maintained lines that will prevent sewage leaking or overflowing and reaching the natural waters surrounding the city.

In reviewing the City codes and ordinances, it was discovered that there is nothing prohibiting storm drain and sanitary sewer cross-connections. As a result, a goal has been established to propose ordinance language prohibiting cross-connections.

The specific implementation schedules and benchmarks for each of these strategies are listed in the Tracking Matrix.

FISCAL IMPACT

The fiscal impact grows annually. In 2013-2014 budget was $130,000 for TV inspection and pipe rehabilitation (Sewer Maintenance). This number reflects all maintenance for sanitary sewer and stormwater systems located in the right-of-way. In 2016, the low bid for the Sewer Maintenance Contract grew to $282,750. The primary reason for the increase is the TMDL requirements and the City trying to reduce Inflow and Infiltration (I & I). The 2016 Sewer Maintenance Contract expires December 31, 2019. The City recently went out with a request for Bids for a new 3 year Sewer Maintenance Contract.

STAFF RECOMMENDATION

Line 25 of the TMDL report matrix recommends that staff present the annual TMDL Report Matrix to City Council for approval. Staff recommends approval of the 2019 TMDL Matrix as presented.

OPTIONS

Approve 2019 TMDL report Matrix as presented.

MOTION(S)

Consent Agenda approval.

City of Stayton

TMDL Implementation Plan 2019 Annual Report

	POLLUTANT	SOURCE	STRATEGY What is being done, or what will be done to reduce or control pollution from this source	HOW THIS WILL BE DONE	MEASURE How implementation or completion will be measured	TIMELINE When this strategy will be implemented or completed	BENCHMARK The goal to be met within the indicated timeline	STATUS	Date Updated
1	All	Variety of Sources	Update Storm Water Design Standards for the City of Stayton	Incorporate applicable detailed provisions from the 2016 Portland Stormwater Management Manual and the 2008 Portland Erosion Control Manual, and adopt design standards for Low Impact Developments	Public Works Director Approval	Ongoing	Ordinance Adoption & PW Standards Adoption	**The City of Stayton Design Standards and Construction Specifications are continuously under the review by the City Engineer and the Public Works Director. These Standards are updated as needed.**	October 2019
2	All	Variety of Sources	Continue to look for property and financial resources for development of detention basins to manage peak flow runoff into irrigation canals and rivers.	Purchase property per Storm Drainage Master Plan to build new detention basins	Purchase property	Ongoing	Individual property acquisitions	**The City purchased a 13-acre site for a regional detention facility constructed in Spring 2018. The City continues to look for opportunities to acquire property for stormwater management.**	October 2019
3	Temperature	Solar Radiation	Protect and promote healthy riparian areas	Sustain land use code which requires riparian setbacks	Track the number of development and redevelopment plans reviewed for conformance with riparian policy	Ongoing	100% of development and redevelopment plans	**The City of Stayton Planning & Development Department reviewed six (6) land use applications for development from October 1, 2018 to September 30, 2019. One (1) of these applications were adjacent to a water way, or subject to review under the Natural Resource Overlay Zone.**	October 2019
4				Assess the effectiveness of the riparian setback (NROD) in protecting riparian shade	Review the land use code and analyze how it has historically been applied. Please note: There has been little development activity within the NROD and assessing its effectiveness may be difficult	By 2021	Summary of analysis	**The City is in the process of gathering data on historical development within the NROD and has not completed the analysis at this time.**	October 2019
5				Remove invasive plant species along N. Santiam River on City property to reduce competition with native plant species	Track types of plant species removed and implement photo point monitoring	Ongoing	Check site annually for invasive plant management needs and take photo of site	**The City Public Works Department has visited City property on N. Santiam River two (2)times in the past year to remove invasive species.**	October 2019
6				Coordinate with NSWC on promoting revegetation of riparian areas	Provide information on NSWC free tree planting program at City Hall and/or City social media outlets	Ongoing	Information disseminated to the public as NSWC programs become available? (Y/N)	**The City is working on developing a brochure and it should be available by summer 2020.**	October 2019
7			Work with other agencies on watershed solutions	Maintain active participation with ACWA and continue to participate with North Santiam Watershed Council	Track number of coordination meetings attended annually	Ongoing	Attend 3 meetings annually and meet with SWCD staff quarterly	**The City attended Zero (0) ACWA meetings, three (3) NSWC meetings, and has not met with SWCD staff quarterly.**	October 2019
8	Mercury	Sediment	Reduce sediment reaching Mill Creek and North Santiam through storm water	Ensure sediment erosion control plans are provided for development and redevelopment plans	Track % of sediment erosion control plan checks performed as part of plan review process	Ongoing	100% of development and redevelopment plans (Y/N)	**All Site Development Plans and all Building Permits are reviewed for Erosion Control Plans**	October 2019
9				Remind developers of 1200-C permit requirements in preconstruction meetings	Track % of meetings wherein a 1200-C permit reminder was provided	Ongoing	100% of preconstruction meetings involved a 1200-C permit reminder (Y/N)	**ESC Plans are required for all development within the City of Stayton. During the Land Use process for a Site Development the city planner will request comments from the city engineer. The comments are placed in the Conditions of Approval for the development application. The city engineer informs the developer if a 1200-C Permit will be required for the project. 1200-C permit tracking is performed well before the pre-construction meeting and is tracked throughout the process. A Site Development Permit will not be issued unless all items in the Conditions of Approval are not met. Section 102.09 of the City of Stayton Design Standards outlines what the requirements are for a plan submittal for a Site Development Permit.**	October 2019
10	Mercury	Sediment	Reduce sediment reaching Mill Creek and North Santiam through storm water	Consider adding language to existing city codes and/or design standards for erosion control on construction sites <1ac	Public works to propose language to be considered for inclusion in existing codes and standards.	Adopt and implement in 2018-2019 fiscal year	Propose language for revised code (Y/N)	**Proposed language was not adopted in the 2018-2019 fiscal year. Public works is working on language to update existing standards and will strive to have code updated in the 2019-2020 fiscal year with the 2018 Design Standards update.**	October 2019
11				Consider creating system to document the performance of scheduled maintenance of post-construction stormwater controls as resources are available to do so	Public works to propose asset management system	Ongoing (ideally by 2023)	Propose system of asset management system (Y/N)	**Public works is currently researching asset management systems and available funding sources for adopting a system.**	October 2019
12				Perform regular street sweeping of curbed streets	Track % of streets swept monthly and volume of material collected monthly	Ongoing	Fall & Winter: At least 2 x per mo. Spring: 2 x per month. Summer: 1 x per month. Downtown 4 x per month.	**From September 2018 through September 2019: swept 100% of curbed streets minimum once per month; Collected 2,112 cubic yards (CY) of debris. Collected 100 CY of fall debris during the 2018 Fall cleanup event (primarily leaves).**	October 2019
13				Clean catch basins annually	Track % of catch basins cleaned annually	Ongoing	Cleaned on 3-5 year cycle. 20%+ to be cleaned annually	**From September 2018 through September 2019: cleaned 194 catch basins (29.8% of all inventoried catch basins).**	October 2019

City of Stayton

TMDL Implementation Plan 2019 Annual Report

	POLLUTANT	SOURCE	STRATEGY What is being done, or what will be done to reduce or control pollution from this source	HOW THIS WILL BE DONE	MEASURE How implementation or completion will be measured	TIMELINE When this strategy will be implemented or completed	BENCHMARK The goal to be met within the indicated timeline	STATUS	Date Updated
14	Mercury	Sediment	Reduce sediment reaching Mill Creek and North Santiam through storm water	Clean storm lines once every 3 yrs.	Track % of lines cleaned annually	Ongoing	Clean on 3-5 year cycle. 15%+ to be cleaned annually	**From September 2018 through September 2019: cleaned 5.3 miles or 17.7% of all the storm pipe in the City. The City continues to strive to meet the 20% annual cleaning requirement.**	October 2019
15				Install pollution control manholes	Track number of pollution control manholes installed annually	Ongoing	Target one manhole per year	**The City installed two (2) pollution control manholes in 2019.**	October 2019
16		Air deposition	Reduce air pollution	Support commuter ride program by providing information at City Hall	Brochures provided? Y/N	Ongoing	Brochures provided? Y/N	**CARTS brochures are available at City Hall.**	October 2019
17	Bacteria	Pet Waste	Reduce pet waste reaching streams through storm water runoff	Continue support and use of pet waste stations at City parks. Inventory existing stations, and assess need for additional stations	Monitor, provide support, and install pet waste stations as needed	Ongoing	Report number of new pet waste stations and number of bags used	**The City of Stayton continues to maintain and add new dog waste disposal systems within the parks system. The City has 12 pet waste stations, one at each City park. We use about 12,000 bags per year. The report referenced is for ongoing inspection and determination of additional or relocation of existing pet waste stations. This is an ongoing process and its a weekly duty of our Parks Supervisor to assess.**	October 2019
18		Municipal Sewage	Reduce municipal sewage reaching streams through surface water and groundwater pathways	Detect and repair leaking City sewer lines as resources allow	Track % of lines cleaned and inspected	Ongoing	15% of lines cleaned annually	**From September 2018 through September 2019: cleaned 8.1 miles or 21.8% of all the sewer pipe in the City and made 40 inline repairs.**	October 2019
19	Additional Elements Required from the WB-WQMP	Six Control Measures for Mercury and Bacteria from NPDES Phase II Program	Pollution Prevention in Municipal Operations	See: Mercury>Sediment>Street Sweeping, Catch Basin Cleaning, Storm Line Cleaning					
20				Erosion and sediment control inspection certification for Public Works employee(s) performing ESC inspections	Enroll employees in ESC inspection certification program	Ongoing	Employees(s) certified? Y/N	**Zero (0) number of employees have received ESC inspection certification.**	October 2019
21			Public Education and Outreach	See: Mercury>Air>Reduce Pollution>Commuter Ride information					
22	Additional Elements Required from the WB-WQMP	Six Control Measures for Mercury and Bacteria from NPDES Phase II Program	Public Education and Outreach	Coordinate with Volunteer Groups	Begin tracking and report number of volunteer projects performed annually	Ongoing	100% of City Coordinated Volunteer projects reported	**A runners club has been picking up trash along Wilco Road on a quarterly basis. Volunteers work in our parks on a regular basis picking up trash.**	October 2019
23			Public Education and Outreach	Post riparian information on stormwater webpage	Provide information content related to riparian areas	Ongoing	Webpage completed/updated	**Content related to riparian areas for the stormwater webpage is not complete. The webpage update will be performed next year.**	October 2019
24				Coordinate an annual city cleanup day	Document date and volunteer groups participating in event	Ongoing	City-coordinated event reported	**A City coordinated city-wide cleanup event was not performed between July 2018-June 2019.**	October 2019
25			Public Participation	Present TMDL IP to City Council for Approval	Presented? Y/N	Ongoing	Presented? Y/N	**The annual TMDL report is scheduled to go before the City Council in November 2019.**	October 2019
26			Illicit Discharge Detection and Elimination	See: Bacteria>Sewage>Reduce>Cross-Connections					
27				Update stormwater system mapping	System areas revised in database based on additional collected data and insert as-built construction data into the GIS system; field verify accuracy of data	Ongoing	Revisions made? Y/N	**The City of Stayton Public Works Department continues to update the GIS mapping system with asbuilt information. Old asbuilt information is updated and input into the GIS system on a regular basis.**	October 2019
28				Perform water quality testing in Salem Ditch, Stayton Ditch and West Stayton irrigation ditch	Prepare annual summary report	Ongoing	Continue testing and track water quality improvements/degradation over time	**In 2016-2017 tests were conducted on November 28th, 2018, December 20th, 2018, February 14th, 2019 and March 26th, 2019. Summaries of the samples are attached to this report.**	October 2019
29				Formalize Illicit Discharge and Elimination program in City code	Public Works Director Approval	By 2021	Ordinance Adoption	**The City will be working on the IDDE code to be adopted in the 2019-2020 fiscal year.**	October 2019
30			Construction Site Runoff Control	See: Mercury>Sediment>Stormwater Reduction>1200C, Erosion Control Plans					
31			Post Construction Storm Water Management	Ensure that the City-adopted Portland Stormwater Management Plan requirements are followed.	Review all new development plans prior to issuing permits	Ongoing	Continue reviewing new development plan sets over time	**The City continues to review all proposed development plan sets to ensure compliance with the Portland SWMM.**	October 2019

Photos of North Santiam River
Restoration Area
(Ref. Row 5)

Information and Photos of
WQ Manhole Projects
(Ref. Row 15)

Supplemental Environmental Project Application

Oregon Department of Environmental Quality
Office of Compliance and Enforcement
700 NE Multnomah St., Suite 600
Portland OR 97232

State of Oregon Department of Environmental Quality

Case Name and No. OAH Case No. 2018-ABC-01259, Case # WQ/SW-WR-2017-116

Project Contact: Lance S. Ludwick, Director of Public Works

Type of Project (choose one):

☐ **Pollution Prevention** – preventing waste or pollution at the source, by conserving energy or natural resources, or by making process changes (such as chemical substitutions) or by making a process more efficient so that less waste is created for a given amount of product.

☒ **Pollution Reduction** – reducing the amount and/or danger presented by some form of pollution, often by providing better treatment and disposal of the pollutant.

☐ **Public Health Protection**- an example is the medical examination of residents in a community to determine if anyone has experienced any health problems because of the violations at issue.

☐ **Environmental Restoration and Protection** –improving the condition of the land, air or water in the area damaged by the violation. For example, restoring a wetland or planting trees along a riparian zone to reduce erosion and provide shade for improved water quality.

☐ **Emergency Planning and Preparedness** – providing assistance to a responsible state or local emergency response or planning entity. Such assistance may include the purchase of computers and/or software, communication systems, chemical emission detection and inactivation equipment, HAZMAT equipment or training.

☐ **Assessments and Audits** to determine if the Respondent is causing any other pollution problems or can run its operation better to avoid future violations.

☐ **Environmental Compliance Promotion-** providing training or technical support to other members of the regulated community to achieve, or go beyond, compliance with applicable environmental requirements.

☐ **Other Projects** that have environmental merit but do not fit within the categories listed above.

Who is conducting the project? (i.e. Respondent or third party entity such as a watershed council or other nonprofit organization)

Respondent; City of Stayton

Location where project will take place: Various locations throughout Stayton

Project description (Please attach an extra sheet of paper, if necessary):

Construct water quality manholes (as many as possible) throughout the City.

What environmental benefits are expected?

Reduced sediment and heavy metals entering the Salem Ditch/ Stayton Ditch

How will you measure/assess the benefits?

Observe the type and amount of pollutants removed during cleaning.

What is the total projected cost of the project? Explain. (Qualifying costs are all reasonable costs of executing the SEP and may include costs of preparing the SEP proposal, costs of materials and services, wages paid to employees (appropriate to the work), and wages and proportional overhead for employees of a third party executing the project. Qualifying costs do not include entertainment or refreshment costs related to the SEP.)

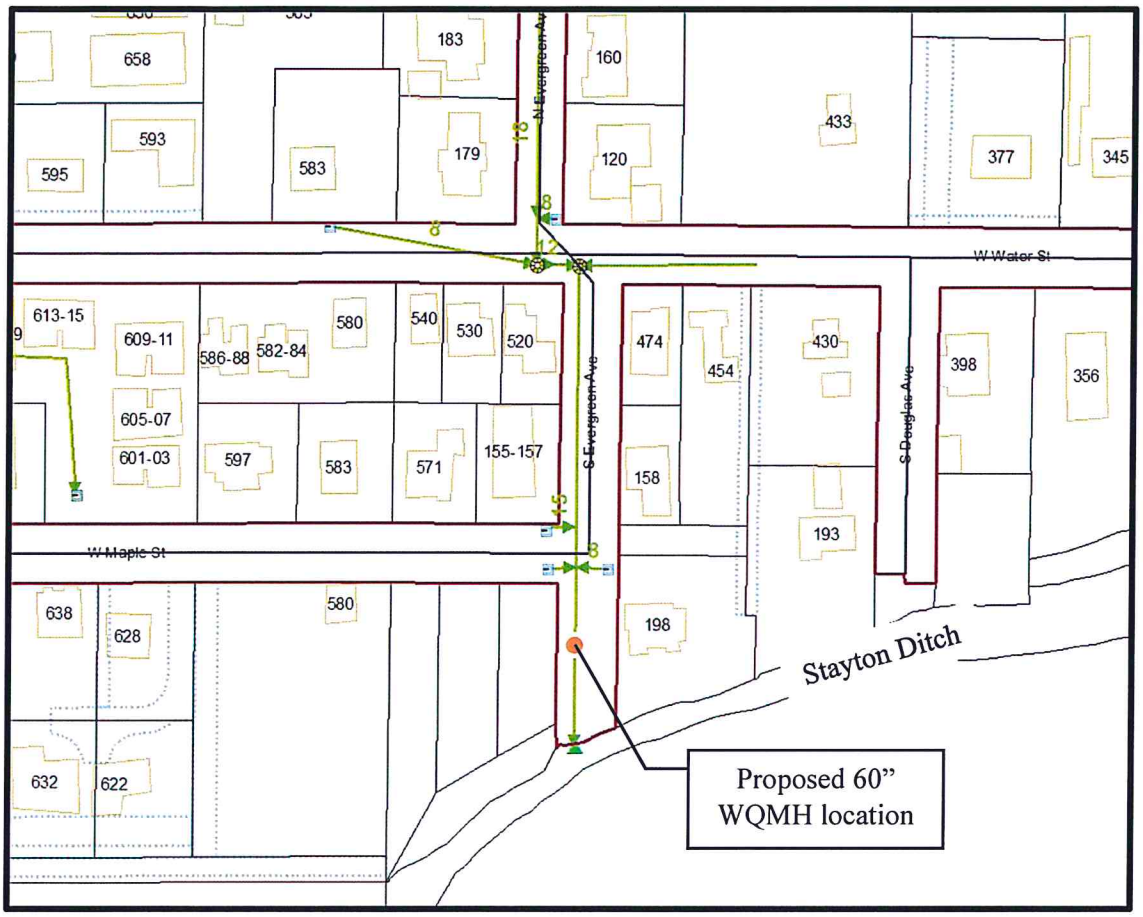
The total projected cost of the project will be between 18 and 25 thousand dollars depending on the price for each proposed water quality manhole.

What is the timeframe for the project (most projects are completed within one year)?
Include milestones and final completion date.

The project will be designed in the Spring and advertised for bid by July 1st. Construction will start in early August and is estimated to take 30 days to complete.

Date : Apr. 15, 2019 Signature

Water Quality Manhole #1 (S Evergreen Ave & W Maple St) – 60" Diameter



Subcatchment Results

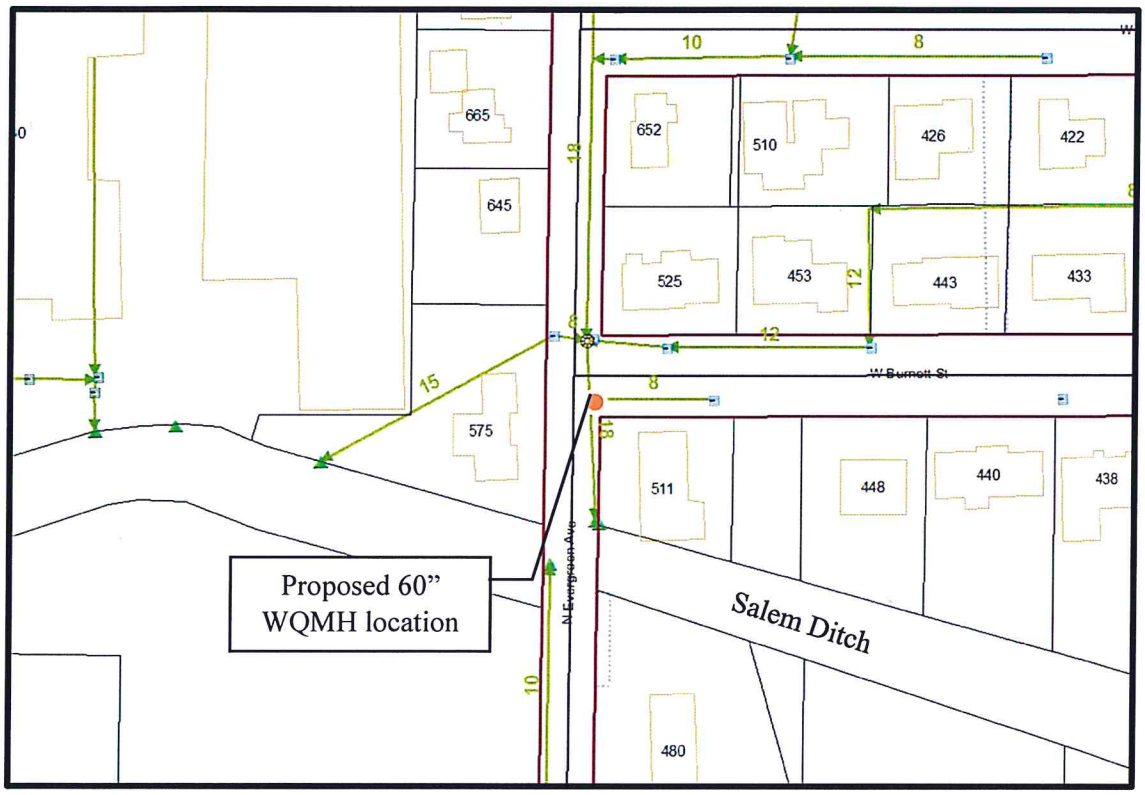
2-year Storm Event: 2.5 inches

Name	Total Rainfall in	Total Runoff Depth in	Total Infiltration in	Max Infil. Rate in/hr	Max Flow cfs
Basin75	2.500	0.785	1.715	0.482	3.281
Node35	2.500	1.187	1.313	0.357	0.817
Basin76.1	2.500	1.187	1.313	0.357	0.817
Basin76.2	2.500	1.187	1.313	0.357	3.318
Basin70	2.500	1.182	1.318	0.357	3.182
Basin69	2.500	1.688	0.812	0.186	14.411
Basin71	2.500	1.598	0.902	0.213	3.043
Basin73	2.500	1.701	0.799	0.186	1.040
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Basin66	2.500	0.535	1.965	0.566	0.796
Basin67	2.500	0.528	1.972	0.566	0.809
Basin54	2.500	0.652	1.848	0.526	0.628
Node12	2.500	0.652	1.848	0.526	0.628
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Total flows: 1.605 cfs

Sump depth: 36”

Water Quality Manhole #2 (W Burnett St & N Evergreen Ave)– 60” Diameter



Basin54.1	2.500	1.322	1.178	0.313	1.321
Basin62	2.500	0.570	1.930	0.553	0.361
Basin59	2.500	0.575	1.925	0.553	0.745
Basin61	2.500	0.570	1.930	0.553	0.283
Basin63	2.500	0.197	2.303	0.602	0.369
Basin64	2.500	0.570	1.930	0.553	0.353
Basin65	2.500	0.743	1.757	0.497	0.339
Basin37	2.500	1.703	0.797	0.186	3.278
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Basin88	2.500	0.174	2.326	0.602	0.419
Basin60	2.500	0.571	1.929	0.553	0.711
Basin74	2.500	0.525	1.975	0.566	1.153
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Total flows: 2.186 cfs

Sump depth: 36”

Water Quality Manhole Project

Cost Estimate

April 12, 2019

Item	Description	Units	Quantity	Cost per Unit	Cost per Item
1	Mobilization	LS	1	$2,000.00	$2,000.00
2	60" Storm Drain Water Quality Manhole	EA	2	$9,000.00	$18,000.00
3	15% Contigency				$3,000.00
4	**TOTAL PROJECT COST**				$23,000.00

Water Quality Manhole Project

Project Schedule

April 12, 2019

Prepared by: Ian Kintz-Stormo

		2019									
Item	Description	April		May		June		July		August	
1	Water Quality Manhole Plan Design										
2	City to Advertise Project for Bidding										
3	Manhole Construction										

CAT
5K57
GRADE

S

Stormwater Testing Results
(Ref. Row 28)

City of Stayton

2019 Stormwater Testing Results

Summary of results for samples taken on 11-28-18							
Parameters	Site A	Site B	Site C	Site D	Site E	Site F	Duplicate
	SWCD Diversion	Jetters Way Bridge	Industrial Park	Shaff Road	Wagon Wheel	Washington and Larch	Shaff Road
Temperature (^oC)	10.3	10.3	8.9	9.1	9.2	9.8	8.8
	10.0	10.2	8.8	8.9	9.2	9.5	8.8
Dissolved Oxygen (mg/L)	10.4	8.52	9.62	11.08	10.88	10.62	11.16
	10.52	8.5	9.91	11.14	10.87	10.73	11.21
E. coli (MPN)	18.1	248.1	105.8	307.6	387.3	313	224.7
TSS (mg/L)	3.6	4.6	3.6	7.4	2.8	2.6	6.6
Mercury (ngL)	1.6	1.8	4.6	2	1.8	2.4	2.1

Notes:
1. Total rainfall for the storm event was 1.72 inches
2. There were no hours of dry weather prior to sampled storm event.
3. Ambient temperature was 47 degrees F

Summary of results for samples taken on 12-20-18							
Parameters	Site A	Site B	Site C	Site D	Site E	Site F	Duplicate
	SWCD Diversion	Jetters Way Bridge	Industrial Park	Shaff Road	Wagon Wheel	Washington and Larch	Wagon Wheel
Temperature (^oC)	9	8.4	11.3	14	10.5	10.1	10.2
	8.8	8.3	11.2	13.7	10.4	9.9	10.2
Dissolved Oxygen (mg/L)	10.67	11.31	5.99	9.59	9.84	9.90	9.85
	10.78	11.35	5.97	9.66	9.81	9.97	9.85
E. coli (MPN)	16	15.8	13.4	307.6	18.5	21.6	17.3
TSS (mg/L)	0.6	1.6	1.2	0.6	0.4	0.2	0.2
Mercury (ngL)	1.4	1	1.5	0.5	0.57	0.5	1.1

Notes:
1. Total rainfall for storm event: 2.02 inches
2. Ambient temperature: 54 degrees F

City of Stayton

2019 Stormwater Testing Results

Summary of results for samples taken on 2-14-19							
Parameters	Site A	Site B	Site C	Site D	Site E	Site F	Duplicate
	SWCD Diversion	Jetters Way Bridge	Industrial Park	Shaff Road	Wagon Wheel	Washington and Larch	Washington and Larch
Temperature (^oC)	6.5	6.4	6.7	9.5	7.5	6.7	6.7
	6.4	5.9	6.7	9.6	7.4	6.7	6.7
Dissolved Oxygen (mg/L)	10.52	11.48	9.72	10.35	10.34	10.75	10.73
	10.04	11.64	9.78	10.21	10.38	10.74	10.71
E. coli (MPN)	7.5	19.5	26.2	344.8	58.6	178.2	228.2
TSS (mg/L)	0.6	0.8	6	12.6	1.6	12.6	12.4
Mercury (ngL)	1	0.97	3.3	1.6	0.89	1.7	1.6

Notes:
1. Total rainfall for the storm event : 1.57 inches
2. Ambient temperature: 38 degrees F

Summary of results for samples taken on 03-26-19							
Parameters	Site A	Site B	Site C	Site D	Site E	Site F	Duplicate
	SWCD Diversion	Jetters Way Bridge	Industrial Park	Shaff Road	Wagon Wheel	Washington and Larch	Wagon Wheel
Temperature (^oC)	8.5	6.5	9.8	11.1	8.1	8.3	8
	8.2	6.1	9.7	11.2	8.1	8.2	8
Dissolved Oxygen (mg/L)	10.81	11.93	7.39	10.34	11.83	10.71	12
	10.93	12.15	7.35	10.21	11.93	10.71	12.04
E. coli (MPN)	7.5	27.9	9.7	1	31.5	47.1	45.7
TSS (mg/L)	1.6	1.8	1.2	1.4	1.4	1	void
Mercury (ngL)	0.85	0.66	3	0.2	0.58	0.69	0.58

Notes:
1. Total rainfall for the storm event: 0.32 inches
2. Ambient temperature: 52 degrees F

CITY OF STAYTON

M E M O R A N D U M

TO: **Mayor Henry Porter and the Stayton City Council**

FROM: **Lance Ludwick, Public Works Director**

DATE: **December 2, 2019**

SUBJECT: **Award Contract for 2019 Jordan Bridge Maintenance Project**

ISSUE

Acceptance of bid and award of contract for Jordan Bridge Repairs and maintenance to Oregon Woods Inc. in the amount of $129,000.00.

ENCLOUSURE(S)

1. Minutes from Bid Opening & Bid Tabulation Sheet - October 30th, 2019 at 2:00 PM

BACKGROUND INFORMATION

In 2014, the City hired McGee Engineering from Corvallis, OR, to inspect and evaluate the condition of the Jordan Bridge. McGee provided the City a list of priority repairs ranked by condition, Good to Critical. In 2014, the floor joists were replaced by Oregon Woods Inc., and in 2016 one set of truss diagonals were replaced also by Oregon Woods Inc.

McGee found damage to several other truss diagonals that were recommended for replacement or repair. The 2019 Jordan Bridge Maintenance Project includes completing the remaining repairs listed in the 2014 inspection report.

The project will also include roof cleaning and repair, rehabilitation of flashing and caulking, and painting of the interior and exterior of the bridge.

BIDS RECEIVED

The City received bids from the following firms:

	Contractor	Total
1	Oregon Woods Inc.	$ 129,000.00
2	Paragon Construction Co.	$ 138,000.00
3	Legacy Contracting Inc.	$ 149,185.00
4	Stellar J Corporation	$ 221,950.00
5	Oregon State Bridge Co.	$ 329,000.00

STAFF RECOMENDATION

City Staff reviewed the low bid and recommends the City award the contract to Oregon Woods Inc. at this time.

OPTIONS

1) Award of Contract to the lowest responsible bidder in the full contract amount.

2) Reject all bids.

MOTION

Move to award the 2019 Jordan Bridge Maintenance Project to Oregon Woods Inc. in the amount of $129,000.00.

City of Stayton

Department of Public Works
362 N. Third Avenue • Stayton, OR 97383
Phone: (503) 769-2919 • Fax (503) 769-2134

BID OPENING: 2019 Jordan Bridge Maintenance Project
October 30, 2019, Closed at 2:00 PM

Description: The project includes bridge repairs and maintenance including, but not limited to, the replacement of four diagonal members, repair of one diagonal member, roof cleaning, repair and maintenance, rehabilitation of flashing and caulking, interior and exterior painting of the bridge and the performance of additional and incidental work as called for in the plans and specifications.

CONTRACTOR	BID AMOUNT
Legacy Contracting Inc.	$ 149,185.00
Oregon State Bridge Construction Inc.	$ 329,000.00
Oregon Woods Inc.	$ 129,000.00
Paragon Construction Co.	$ 138,000.00
Stellar J Corporation	$ 221,950.00

The City of Stayton will review the bids and make a recommendation to the City Council at their November 18, 2019, council meeting.

Prepared by:

Lisa Meyer, City of Stayton

City of Stayton 2019 Jordan Bridge Maintenance Project
Bid Tabulation
Bid Date: 10/30/2019 2:00 PM

				Oregon Woods Inc. CCB# 99032		Paragon Construction Co. CCB# 35167		Legacy Contracting Inc. CCB# 185342		Stellar J Corporation CCB# 127903		Oregon State Bridge Construction Inc. CCB# 180779	
	Bid Item Name	Est. Qty	Unit	Bid Unit Price	Extended Bid Unit Price	Bid Unit Price	Extended Bid Unit Price	Bid Unit Price	Extended Bid Unit Price	Bid Unit Price	Extended Bid Unit Price	Bid Unit Price	Extended Bid Unit Price
1	Inside diagonal L5-U4 replacement	1	EA	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00	$ 11,500.00	$ 11,500.00	$ 8,000.00	$ 8,000.00	$ 20,000.00	$ 20,000.00
2	Inside diagonal L1-U2 replacement	1	EA	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00	$ 11,500.00	$ 11,500.00	$ 6,000.00	$ 6,000.00	$ 20,000.00	$ 20,000.00
3	Outside diagonal L1-U2 replacement	1	EA	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00	$ 11,500.00	$ 11,500.00	$ 6,000.00	$ 6,000.00	$ 20,000.00	$ 20,000.00
4	Inside diagonal L3-U4 replacement	1	EA	$ 8,500.00	$ 8,500.00	$ 16,000.00	$ 16,000.00	$ 11,500.00	$ 11,500.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00
5	Diagonal Repair	1	EA	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00
6	Blocking Replacement	1	EA	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 1,785.00	$ 1,785.00	$ 20,000.00	$ 20,000.00	$ 3,000.00	$ 3,000.00
7	Flashing & Caulking Replacement	1	LS	$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00	$ 10,900.00	$ 10,900.00	$ 7,000.00	$ 7,000.00	$ 15,000.00	$ 15,000.00
8	Roof Cleaning, Repair, and Treatment	1	LS	$ 18,000.00	$ 18,000.00	$ 19,000.00	$ 19,000.00	$ 25,500.00	$ 25,500.00	$ 20,000.00	$ 20,000.00	$ 80,000.00	$ 80,000.00
9	Painting	1	LS	$ 60,000.00	$ 60,000.00	$ 25,000.00	$ 25,000.00	$ 29,000.00	$ 29,000.00	$ 26,950.00	$ 26,950.00	$ 80,000.00	$ 80,000.00
10	Environmental Protection	1	LS	$ 6,000.00	$ 6,000.00	$ 20,000.00	$ 20,000.00	$ 32,500.00	$ 32,500.00	$ 110,000.00	$ 110,000.00	$ 66,000.00	$ 66,000.00
				Total Bid Price	**$ 129,000.00**	**Total Bid Price**	**$ 138,000.00**	**Total Bid**	**$ 149,185.00**	**Total Bid Price**	**$ 221,950.00**	**Total Bid**	**$ 329,000.00**

CITY OF STAYTON

M E M O R A N D U M

TO: **Mayor Henry Porter and the Stayton City Council**

FROM: **Keith Campbell, City Manager**
Lance Ludwick, Director of Public Works
Dan Fleishman, Director of Planning and Development

DATE: **December 2, 2019**

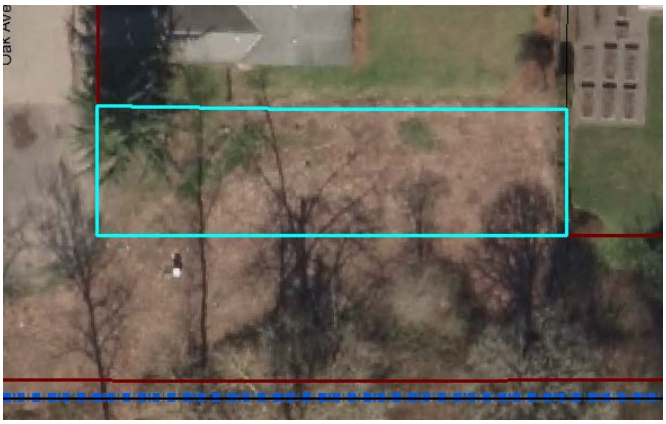
SUBJECT: **Potential Surplus City-Owned Property**

On October 7, the City Council reviewed the inventory of City-owned properties developed by staff. Following the review the Council requested staff return identifying properties that could potentially be declared surplus.

As noted in the October 7 staff, report there are a handful of parcels obtained by the City over the years for unknown purposes for which staff has not identified potential uses. Staff has reviewed the City owned parcels not being actively used. There were six tax parcels preliminarily identified as possible surplus property. The three of us a made visit to each of property and determined there are two parcels that could be declared as surplus.

N. Oak Avenue east lot

This tax parcel, 091W09DC06700, was obtained from Marion County in 1989, presumably tax foreclosed property. The property is located at the corner of N. Oak Avenue and W. Water Street. It is 4,500 square feet in area, constituting the south 36 feet of original lot platted in the Cramer's Addition subdivision.



N. Birch Avenue lot

This tax parcel, 091W10CD05900, is located at the south terminus of N. Birch Avenue, south of W. Ida Street. A 1985 letter in the City's files indicate this property, approximately 1,000 square feet in area, was obtained in 1979 for the future extension of N. Birch Avenue, between Ida and Water Streets.

Should the City Council deem it appropriate staff will confer with the City Attorney on the proper procedures to declare these two parcels as surplus and begin the process of offering the properties to the public for acquisition.

OPTIONS AND MOTIONS

The City Council is presented with the following options.

1. Direct staff to initiate the process to declare both properties as surplus.

   Move to direct staff to initiate the process to declare Tax Lot 091W09DC06700 and 091W10CD05900 as surplus property.

2. Direct staff to initiate the process to declare one of the properties as surplus.

   Move to direct staff to initiate the process to declare Tax Lot 091W09DC06700 [or] 091W10CD05900 as surplus property.

3. Choose to not to declare either property as surplus.

   Move that the City retain ownership of Tax Lot 091W09DC06700 and 091W10CD05900 at this time.