



AGENDA STAYTON CITY COUNCIL

Monday, June 17, 2024

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

HYBRID MEETING

The Stayton City Council will be holding a hybrid meeting utilizing Zoom video conferencing software. The meeting will be in-person but can also be live streamed on the City of Stayton's YouTube account. Please use the following option to view the meeting:

7:00 p.m. – City Council Regular Session – <https://youtube.com/live/CbxRQKofXts>

Public Comment and Public Hearing Testimony: Meetings allow for in-person, virtual, or written public comment. If a community member has a barrier which prevents them from participating via one of the methods below, they should contact City staff at citygovernment@staytonoregon.gov **no less than three hours prior to the meeting start time** to make arrangements to participate.

Comments and testimony are limited to three minutes. All parties interested in providing public comment or testifying as part of a public hearing shall participate using one of the following methods:

- **In-Person Comment:** Parties interested in providing in-person verbal public comment shall fill out a "Request for Recognition" form available at the meeting. Forms must be filled out and submitted to the Assistant City Manager or designee prior to the meeting start time.
- **Video or Audio Conference Call:** Parties interested in providing virtual public comment shall contact City staff at citygovernment@staytonoregon.gov **at least three hours prior to the meeting start time** with their request. Staff will collect their contact information and provide them with information on how to access the meeting to provide comments.
- **Written Comment:** Written comment submitted to citygovernment@staytonoregon.gov **at least three hours prior to the meeting start time** will be provided to the public body in advance of the meeting and added to the City Council's webpage where agenda packets are posted.

1. CALL TO ORDER

7:00 PM

2. FLAG SALUTE

3. ANNOUNCEMENTS

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

4. PUBLIC COMMENT

5. CONSENT AGENDA

- a. June 3, 2024 City Council Regular Session Minutes
- b. Resolution No. 1108, Authorizing the Mayor and City Manager to Sign the Collective Bargaining Agreement with AFSCME Local 3222.
- c. Resolution No. 1109, Authorize signing IGA with Marion County Community Services for Community Prosperity Initiative Funds.

6. PRESENTATIONS**7. PUBLIC HEARING****Ordinance No. 1067, Amending Section 15 of the Stayton Municipal Code to Modify the Permitted Store Hours for Marijuana Facilities**

- a. Commencement of Public Hearing
- b. Staff Report – Julia Hajduk
- c. Questions from the Council
- d. Testimony
- e. Questions from the Council
- f. Staff Summary
- g. Close of Public Hearing
- h. Council Deliberation
- i. Council Decision on Ordinance No. 1067

8. GENERAL BUSINESS**Resolution No. 1110, Adopting Additional FY2024-25 Fees****ACTION**

- a. Staff Report – James Brand
- b. Public Comment
- c. Council Discussion
- d. Council Decision

9. COMMUNICATION FROM CITY STAFF**10. COMMUNICATION FROM MAYOR AND COUNCIL****11. ADJOURN**

The meeting location is accessible to people 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 City Hall at (503) 769-3425.

CALENDAR OF EVENTS

JUNE 2024				
Monday	June 17	City Council Work Session	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	June 17	City Council	7:00 p.m.	https://youtube.com/live/CbxRQKofXts
Wednesday	June 19	Library Board	<i>Cancelled</i>	
Thursday	June 20	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	June 24	Planning Commission	7:00 p.m.	Stayton Community Center
JULY 2024				
Monday	July 1	City Council	7:00 p.m.	https://youtube.com/live/ObstG7px_s8
Tuesday	July 2	Parks and Recreation Board	<i>Cancelled</i>	
Thursday	July 4	CITY OFFICES CLOSED IN OBSERVANCE OF INDEPENDENCE DAY HOLIDAY		
Monday	July 15	City Council	7:00 p.m.	https://youtube.com/live/Ho-DcNPeKFY
Wednesday	July 17	Library Board	<i>Cancelled</i>	
Monday	July 29	Planning Commission	7:00 p.m.	Stayton Community Center
AUGUST 2024				
Monday	August 5	City Council	7:00 p.m.	https://youtube.com/live/Lj-mxqCQ5SQ
Tuesday	August 6	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	August 19	City Council	7:00 p.m.	https://youtube.com/live/srIRGhfmTvM
Wednesday	August 21	Library Board	<i>Cancelled</i>	
Monday	August 26	Planning Commission	7:00 p.m.	Stayton Community Center
SEPTEMBER 2024				
Monday	September 2	CITY OFFICES CLOSED IN OBSERVANCE OF LABOR DAY HOLIDAY		
Tuesday	September 3	City Council	7:00 p.m.	https://youtube.com/live/X4qI09p4SII
Wednesday	September 4	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	September 16	City Council	7:00 p.m.	https://youtube.com/live/bUyCXZQ77A8
Wednesday	September 18	Library Board	6:00 p.m.	Stayton Public Library
Monday	September 30	Planning Commission	7:00 p.m.	Stayton Community Center
OCTOBER 2024				
Tuesday	October 1	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	October 7	City Council	7:00 p.m.	https://youtube.com/live/xRkV_sAoEv0
Wednesday	October 16	Library Board	6:00 p.m.	Stayton Public Library
Monday	October 21	City Council	7:00 p.m.	https://youtube.com/live/bFFjQQ_J9VQ
Monday	October 28	Planning Commission	7:00 p.m.	Stayton Community Center

**City of Stayton
City Council Minutes
June 3, 2024**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON
Time Start: 7:00 P.M. **Time End:** 7:24 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor David Giglio (excused)	Alissa Angelo, Assistant City Manager
Councilor Ben McDonald	Lance Ludwick, Public Works Director
Councilor Jordan Ohrt	Gwen Johns, Police Chief
Councilor David Patty	Janna Moser, Library Director
Councilor Stephen Sims	James Brand, Finance Director
	Jennifer Siciliano, Community & Economic Development Director
	Melanie Raba, Office Specialist

AGENDA	ACTIONS
REGULAR MEETING	
Announcements	
a. Additions to the agenda	None.
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None.
Public Comment	None.
Consent Agenda	
a. May 6, 2024 City Council Regular Session Minutes	Motion from Councilor McDonald, seconded by Councilor Patty, to approve the Consent Agenda as presented. Motion passed 4:0.
b. May 15, 2024 City Council Regular Session Minutes	
Presentations	None.
Public Hearing Resolution No. 1106, Electing to Receive State Revenue Sharing Funds	
a. Staff Report – James Brand	Mr. Brand reviewed the staff report.
b. Open Public Hearing	Mayor Quigley opened the public hearing at 7:02 p.m.
c. Public Hearing	None.
d. Close Public Hearing	Mayor Quigley closed the public hearing at 7:03 p.m.
e. Council Deliberation	None.
f. Council Decision on Resolution No. 1106	Motion from Councilor Patty, seconded by Councilor McDonald, to approve Resolution No. 1106, electing to receive state revenue sharing funds. Motion passed 4:0

<p>Resolution No. 1107, Adopting the 2024-25 City Budget, Making Appropriations, and Imposing and Categorizing Property Taxes for the Fiscal Year</p> <p>a. Open Public Hearing</p> <p>b. Public Hearing</p> <p>c. Staff Report – James Brand</p> <p>d. Close Public Hearing</p> <p>e. Council Deliberation</p> <p>f. Council Decision on Resolution No. 1107</p>	<p>Mayor Quigley opened the public hearing at 7:03 p.m.</p> <p>None.</p> <p>Mr. Brand reviewed the staff report. Ms. Hajduk spoke about adjustments that were made to the budget.</p> <p>Mayor Quigley closed the public hearing at 7:08 p.m.</p> <p>Councilor Ohrt commented on the efforts of the budget committee. Councilor Sims questioned ability to complete streets projects, staff responded.</p> <p>Motion from Councilor Ohrt, seconded by Councilor Sims, to approve Resolution No. 1107, adopting the 2024-25 city budget, making appropriations, and imposing and categorizing property taxes for the fiscal year. Motion passed 4:0</p>
<p>General Business</p>	<p>None.</p>
<p>Communications from City Staff</p>	<p>Ms. Hajduk reviewed the budget committee process, reminded Council of the scheduled meeting with the hospital, and spoke about ice cream socials in community parks.</p> <p>Chief Johns spoke about an incident at Pioneer Park and the department’s focus on traffic enforcement and accreditation.</p>
<p>Communications from Mayor and Council</p>	<p>Councilor Sims requested a follow up on streets to further explore potential bond measures.</p> <p>Council acknowledged staff’s efforts during the budget process.</p> <p>Mayor Quigley spoke about the November elections and open City Council seats. He reflected on TGI-Friday Fest.</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 17TH DAY OF JUNE 2024, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____
 Brian Quigley, Mayor

Date: _____

Attest: _____
 Julia Hajduk, City Manager



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: Alissa Angelo, Assistant City Manager
DATE: June 17, 2024
SUBJECT: Collective Bargaining Agreement with AFSCME Local 3222

ISSUE

Whether or not to approve the Collective Bargaining Agreement between the City of Stayton and AFSCME Local 3222, as presented.

ENCLOSURE(S)

- Resolution No. 1108 with AFSCME Local 3222 Collective Bargaining Agreement

BACKGROUND INFORMATION

The AFSCME Local 3222 Collective Bargaining Agreement expires June 30, 2024. City staff met in negotiations with AFSCME Local 3222 beginning January 30, 2024. On May 15th, staff was notified AFSCME members voted to ratify the proposed Collective Bargaining Agreement.

STAFF RECOMENDATION

Staff recommends adoption of the newly negotiated Collective Bargaining Agreement that will be in effect July 1, 2024 through June 30, 2026. The Bargaining Unit members have voted to approve the Agreement as presented.

MOTION(S)

Consent Agenda approval.



**RESOLUTION NO. 1108
AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN THE COLLECTIVE
BARGAINING AGREEMENT WITH AFSCME LOCAL 3222**

WHEREAS, the current AFSCME Local 3222 Collective Bargaining Agreement expires June 30, 2024;

WHEREAS, City staff met in negotiations with AFSCME Local 3222 beginning January 30, 2024 through April 23, 2024;

WHEREAS, on May 15th, staff was notified AFSCME members voted to ratify the proposed Collective Bargaining Agreement; and

WHEREAS, Staff recommends adoption of the newly negotiated Collective Bargaining Agreement that will be in effect July 1, 2024 through June 30, 2026.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

SECTION 1. The Stayton City Council authorizes the Mayor and City Manager to sign the Collective Bargaining Agreement with AFSCME Local 3222.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 17TH DAY OF JUNE 2024.

CITY OF STAYTON

Signed: _____, 2024

BY: _____
Brian Quigley, Mayor

Signed: _____, 2024

ATTEST: _____
Julia Hajduk, City Manager

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF STAYTON, OREGON

and

AFSCME LOCAL 3222

of

American Federation of State, County & Municipal Employees

July 1, 2024– June 30, 2026

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PREAMBLE

This Agreement is entered into between the City of Stayton, Oregon, hereinafter referred to as the "City," and AFSCME Local 3222 Council 75, hereinafter referred to as the "Union." If any portion of this agreement is in conflict or violation of federal, state, or local law or if a conflict arises, then federal, state, or local law will supersede any agreement set forth herein.

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – DEFINITIONS

- 2.1** Regular Full-time Employee. An employee, hired to work at least forty (40) hours per week on a regular basis, who has successfully completed a probationary period of one year as defined in Section 2.4.
- 2.2** Regular Part-Time Employee.
- a. A regular part-time employee is any employee who regularly works less than forty hours per week.
 - b. An employee who regularly works over thirty (30) hours but less than forty (40) hours per week and has successfully completed a probationary period of six (6) months as defined in Section 2.4. Such employees shall be paid at the hourly rate of pay in accordance with the provisions of the applicable pay schedule. Regular part-time employees who work over thirty (30) hours but less than forty (40) shall be entitled to prorated benefits (insurance, sick leave, annual leave, etc.), in addition to the hourly compensation paid for those hours worked by the employee.
 - c. Regular part-time employees shall receive pro-rata holiday pay only for holidays that fall on the employee's regularly scheduled workday. If a holiday falls on a regular part-time employee's non-scheduled day, no holiday pay will be paid.
 - d. An employee who works a regular weekly schedule with the City, but who works less than thirty hours per week but more than ten (10) hours per week shall also be considered a regular employee and covered by this Agreement. Such employees, however, are not entitled to any benefits (insurance benefits, disability, or retirement) under this Agreement.
 - e. Employees approved for positions of less than thirty (30) hours per week must obtain their supervisor's permission prior to exceeding the twenty-nine (29) hour limit in any particular workweek.
- 2.3** Temporary Employee. An employee who is hired to work on a limited or seasonal basis or work no more than nine (9) months in a twelve (12) month period. The nine-month duration of a temporary hire may be extended with agreement of the Union. Temporary employees are not entitled to fringe benefits described in this agreement; (i.e. paid holidays, paid vacation, paid sick leave, insurance, etc.). The City has the right to hire temporary employees as it may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak workloads, to complete projects on a timely basis, to cover for employees who are utilizing sick leave, vacation time and paid or unpaid leaves of absences, to cover work requirements in unanticipated or unexpected circumstances, or to carry out work in a shortage of personnel situations as determined by the City. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the 40 hour and nine-month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. Temporary employees shall not be hired to replace bargaining unit positions and are intended to be used to supplement the workforce as may be needed periodically. Temporary employees shall be paid on an hourly basis at the appropriate wage step as determined by the City. There shall be no responsibility on the part of the City to re-employ or continue the employment of such employees, nor is there any responsibility on behalf of the Union as to such.

- 2.4** Probationary Employee. An employee appointed to fill a regular position of employment as defined in Section 2.1 or 2.2 who has completed less than the initial one-year period of continuous employment (for full time employees) or less than the initial six-month period of continuous employment (for part-time employees). During the probationary period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse.
- 2.5** Gender-neutral Pronouns. Where pronouns are used herein, both the masculine pronoun (“he”) and the feminine pronoun (“she”) are intended to be gender neutral.

ARTICLE 3 – PURPOSE

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

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** Management Generally. The Union recognizes the prerogatives of the City to determine how to provide public services and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the City as the City periodically may determine, in its discretion. The City's prerogatives include, but are not limited to the following matters:
- a. The right to establish any and all lawful work rules and procedures;
 - b. The right to schedule any and all work, overtime work, and any and all methods and processes by which work is performed and services are provided, in a manner most advantageous to the City and consistent with the public interest;
 - c. The right to hire, transfer, layoff and promote employees as deemed necessary by the City;
 - d. The right to discipline an employee as provided in the disciplinary article of this Agreement;
 - e. The right to make any and all determinations as to the size and composition of the work force and the right to make assignments of employees to work locations and shifts;
 - f. The right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions, and nevertheless be performed by employees when requested to do so by the City;
 - g. The right to take whatever action the City deems necessary to provide services in an emergency.
- 4.2** Elected Prerogatives. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Council and/or the City Manager and/or Department Heads and the rights and obligations owed thereby to the citizenry.

ARTICLE 5 – MEMBERSHIP AND UNION AFFAIRS

- 5.1 Union Membership.** Public employees have the right to form, join and participate in the activities of labor organizations of their own choosing for the purposes of representation and collective bargaining with their public employer on matters concerning employment relations.
- 5.2 Dues Check Off.** The City will provide for payroll deduction of Union dues. The City shall deduct from the end-of-the-month paycheck the amount of dues as stipulated by Oregon AFSCME Council 75 and transmit to the designated individual of Council 75 the total amount deducted. Whether to be a member in the Union shall be each employee's individual choice.
- 5.3 Indemnification.** The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 5 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.
- 5.4 Employee Notification Reports.**
- New Hire Notification:* The City shall provide notice to the Union President and AFSCME Staff Representative, as designated by the union to the City, of new hires within the bargaining unit as required by ORS 243.804(4). The Union President or his/her designee and each new employee shall have 30 minutes to meet for a union orientation. The new employee and the Union President/designee shall be on paid status.
- Employee Status Notification Report:* The City shall provide to the Union electronic information in Excel or comparable, of all employees within the bargaining unit indicating the payment of monthly dues as required under ORS 243.804(4). The information will include:
- Name of all new and terminated employees in the bargaining unit
 - Date of hire/separation
 - Home or mailing address if available
 - FTE status
 - Classification name and number
 - Employee identification number
 - Department / division names and addresses
 - Employee's dues amount or voluntary payment contributions for each bargaining unit member
- 5.5 Union Representation.** The Union will provide a list of union stewards to the City Manager and notify the City Manager promptly of any changes. Employees shall have the right to request and have present a Steward or duly certified and designated Union Representative at any formal discussion on disciplinary actions, or grievance proceedings. The employee, at their request, shall be given a reasonable opportunity to select a Steward or Representative of their choice from the approved list. If the Union steward selected by the employee or the union representative is unable to meet within

twenty-four (24) hours of a requested meeting, the Union and employee will agree on another steward.

- 5.6** Union Activity on City Time. Upon notification to the City, and with the City's agreement, designated Union Representatives shall have the right to represent employees in the bargaining unit and will be allowed reasonable time on duty to engage in activities identified by ORS 243.798 (a-g) without loss of compensation, seniority, leave accrual or any other benefits.

The parties agree that some Union activities may be carried on outside of working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Union notices and distribution of literature, which does not require substantial periods of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work performance, they are authorized and may be done without loss of pay to the employees involved.

- 5.7** Stewards. Stewards will be formally identified to the City and will be permitted time to attend investigatory and grievance meetings, and attend meetings called by management without loss of pay or benefits. Stewards will provide reasonable notice to their supervisors before conducting union business while on paid City time and will work with their supervisors and others as necessary to resolve any scheduling conflicts.
- 5.8** AFSCME Staff Representatives. The Union will notify the City in writing of its staff representatives of the Local, Council 75, or International. Upon proper introduction and notice, one staff representative shall have reasonable access to the premises of the City during regular business hours to conduct Union business. Such visits may not interfere with the normal flow of work.
- 5.9** Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by employees during non-work time.
- 5.10** At the Union's request, the City will make every effort to allow each steward time off for training purposes, subject to the City's operating requirements. Stewards will be allowed to use accrued vacation or compensatory time during such training or will take the time off without pay.
- 5.11** Bulletin Boards. The City agrees to furnish in the library, City Hall, Public Works Shop, and the Waste Water Treatment Plant, a bulletin board to be used exclusively by the Union for the posting of official union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the City or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

ARTICLE 6 – TERM OF AGREEMENT

The terms of this Agreement shall be in full force and effect from the first day of the month following ratification of this Agreement by the parties and shall remain in full force and effect through June 30, 2026.

Either party may notify the other party of its desire to negotiate a successor agreement no later than the December 15th prior to expiration of this Agreement. Negotiations will commence no later than the January 15th prior to the expiration date of the current Agreement.

The City will allow two employees representing the Union leave without loss of pay for labor management meetings between the City and the Union no less than once per quarter. The selection of the employee representatives shall not interfere with the reasonable operations of the City. The employees are responsible for notifying their direct supervisor of all labor management meetings. These meetings shall not interfere with the reasonable operations of the City.

ARTICLE 7 – EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

- 7.1 General Expectations. All employees of the City are expected to use good judgment regarding the expenditure of the funds for travel expenses.
- 7.2 Approval and Reimbursement. When an employee anticipates submitting a request for travel reimbursement, the employee will obtain prior approval for the trip and the mode of travel from the employee’s supervisor.
- 7.3 Travel on official business outside the City by a single individual should be by City-owned vehicle or private vehicle. If the employee is authorized to use a private vehicle, mileage will be paid at the IRS rate then in effect.
- 7.4 City vehicles will be used for authorized City uses and will not be used for private gain or benefit and City vehicles will be used only by City employees.
- 7.5 Reimbursement for expenses on official trips will only be for expenses incurred during the performance of official duty as a City official for the City’s benefit. Meals and lodging expenses may be reimbursed in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers. The City will not reimburse an employee for the cost of any alcoholic beverage.
- 7.6 When the employee knows that expenses for an upcoming trip will exceed the listed limits, the employee will request and the department head may approve the additional expenses in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers.
- 7.7 Within (10) ten business days after the travel has been completed, the employee must turn in receipts for lodging and any other expenses for which reimbursement is claimed.

ARTICLE 8 – DISCIPLINE

- 8.1** Just Cause. The City may impose discipline only for just cause.
- 8.2** Forms of Discipline. Generally, discipline will be progressive in nature, provided however, that the level of discipline imposed will depend on the seriousness of the offense, and progressive discipline will not be required for serious infractions. The disciplinary actions which the City may take against an employee include the following:
- a. oral reprimand, which will be documented in writing; in the supervisors file
 - b. written reprimand;
 - c. suspension without pay;
 - d. reduction of pay for a term in lieu of suspension;
 - e. demotion with a reduction in pay as specified by the City as part of the discipline;
 - f. discharge or termination.
- 8.3** Notice of Discipline. When the City intends to suspend without pay, demote, or discharge an employee for cause, the City shall make available the specified charges and proposed discipline in writing at least three (3) calendar days prior to the effective date of the action, together with a description of the facts on which the proposed discipline is based.
- 8.4** Pre-Disciplinary Due Process. Prior to imposing a suspension without pay, demotion or discharge, the employee shall have the opportunity to refute the charges, correct any misunderstanding of fact, and address the appropriate level of discipline. If an employee is required to attend an investigatory meeting with their supervisor or other member of management which could lead to discipline against the employee, the employee will be allowed to have a union steward or union representative present for the meeting, if requested by the employee. If there is a union steward or union representative available to attend the meeting at the time scheduled by the City, the employee may not postpone the meeting for more than 24 hours in order to obtain a different union representative.
- 8.5** Time Limitations. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity or disciplinary action taken by the City. In other words, if the City is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, such inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee. For forms of discipline listed in Article 8.2, c through f, the City shall make every reasonable effort to provide such notification including sending such notices by mail to the employee's last known address and via telephone call to the employee's personal number on file.
- 8.6** Probationary Employees. A probationary employee may be discharged at any time without cause.
- 8.7** Notice of Discipline to Union. Copies of reprimands and other disciplinary actions taken by the City shall be forwarded to the Council 75 Representative.

- 8.8** Non-embarrassment. Reasonable steps shall be taken to ensure that disciplinary measures are accomplished in a confidential manner. A violation of this section, however, shall not result in the discipline imposed being overturned.
- 8.9** Records of Discipline. References to disciplinary actions in the personnel file shall remain in the file in accordance with the following provisions:
- a. Employees shall be notified when any documentation is placed in their personnel file.
 - b. Written reprimands shall remain in the personnel file for a period of 36 months, provided, however, that if discipline occurs within that 36-month period, prior disciplinary documentation shall remain in the personnel file for 36 months from the date of the last discipline. Other records of discipline enumerated in Article 8.2 (e.g., suspension, reduction of pay, demotion, and discharge) may remain in the personnel file until and unless the City determines the record no longer relevant or timely upon application by an employee.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1** Goodwill. The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 9.2** Grievance Defined. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.
- 9.3** Presentation. A grievance may be presented by an employee or the Union. Grievances may be heard at any time where practical and feasible.
- 9.4** Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing.
- a. The City and the Union may extend the time limits by mutual agreement in writing.
 - b. No grievance shall be valid unless a grievance is submitted at Step 1 within ten (10) working days, (7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence.
 - c. If a grievance is not presented within ten (10) working days, (7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence, the grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. A grievance not responded to timely shall be advanced to the next step.
- 9.5** Procedure. The grievance procedure shall be as follows:
- Step 1:** The grievance shall be presented in written form to the employee's Department Head within ten (10) working days, seven (7) working days for loss of wages discipline from its occurrence. The Department Head shall arrange a meeting between the aggrieved employee, the steward or Union Representative, the Department Head, and the aggrieved employee's supervisor, if applicable. If the aggrieved employee's supervisor is not included, the Department Head may select a different management representative to attend the meeting. The Department Head shall respond in writing within ten (10) working days after the grievance meeting.
- Step 2:** If the grievance is not resolved to the satisfaction of the parties at **Step 1**, then within ten (10) working days, seven (7) working days for loss of wages discipline of issuance of the Step 1 response, the grievance and response shall be presented to the City Manager. The City Manager shall schedule a meeting with the grieved employee, his/her steward or union representative and their Department head to hear the facts regarding the grievance. The City Manager shall respond in writing within ten (10) working days after the scheduled meeting.

Step 3:

- a) Final and Binding Arbitration. If the grievance is presented and not resolved at Step 2, the Union may refer the dispute to final and binding arbitration.
- b) Notice-Time Limitation. The Union shall notify the City in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the City Manager's findings.
- c) Arbitrator-Selection. After timely notice, the parties will select an arbitrator in the following manner:
 - i. The parties shall request that the Employment Relations Board (ERB) submit a list of seven (7) names from the ERB register. If the parties cannot mutually agree on an arbitrator from the list of seven (7) then the parties shall alternately strike names with the party advancing the grievance striking first. The remaining name shall be the arbitrator.
- d) Decision-Time Limit:
 - i. The arbitrator will meet and hear the matter at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
 - ii. Any decision by the arbitrator shall be final and binding on the parties unless contrary to public policy or in excess of the arbitrator's authority hereinafter provided for.
- e) Limitations, Scope and Power of the Arbitrator:
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - ii. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the City or the Union.
 - iii. The arbitrator shall consider and decide only the issue raised at **Step 1.** The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at **Step 1.**
 - iv. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

f) Arbitration Award-Damages-Expenses:

- i. Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
- ii. The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.
- iii. The arbitrator shall not have authority to award punitive damages.
- iv. Each party hereto shall pay expenses it incurs as costs associated with the presentation of the case, and one-half the expense of the arbitrator.
- v. If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

ARTICLE 10 – NO STRIKE-LOCKOUT

- 10.1** Continuity of Service. The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services. To this end both pledge their best efforts to avoid or eliminate any conduct contrary to this objective: Neither the Union nor the employees shall cause, condone, or participate in any strike or work stoppage, sympathy strike, slow down or other interference with City functions by employees of the City, and should the same occur, the Union agrees to take appropriate steps to end such interference immediately. City employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the City, up to and including termination of employment.
- 10.2** No Lockouts. The City agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 11 – SENIORITY

- 11.1** City Service Seniority. Seniority is determined by an employee's length of continuous service with the City since the employee's last date of hire as a regular employee; or in the case of a part-time employee, from the last date of hire as a regular part-time employee. In the case of layoff, seniority is based on continuous service within a classification within a particular department or division.
- 11.2** Breaks in Service/Loss of Seniority. An employee's seniority shall be broken by voluntary resignation, layoff for a period of twelve (12) consecutive months, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within twelve (12) months, there will be no break in seniority except for the time the employee was not working which will not count as part of continuous service for any purpose. Seniority shall not be earned during an approved unpaid leave of absence; however, an approved leave of absence shall not constitute a break in service or cause a forfeiture of seniority.

ARTICLE 12 – LAYOFF AND RECALL

- 12.1** Layoff Determination. The City may determine when layoffs are necessary. The City may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department with seniority and operational needs considered.
- 12.2** Layoff and Bumping Procedure. When it is necessary to reduce the work force, the City shall determine the number of employees by classification and department. The Union's Local President will be notified of the number of employees and classifications designated for reduction as soon as practical. Employees will be laid off in the following order giving equal consideration to the employee's qualifications, ability, experience, and seniority within the affected classification, within the affected department or division.
- a. Summer help;
 - b. Temporary employees;
 - c. Probationary employees;
 - d. Employees in regular positions. Employees in regular positions may be laid off. An employee who is laid off by reduction in the work force shall have the right to bump to his/her last previously held job classification within the affected department or a position in a lower classification within the affected department for which the employee is qualified as determined by the City. In order to bump to a position, the City must agree that the employee has the necessary skill, ability and qualifications to immediately and properly perform the duties of the classification. If the City so agrees, the Employee may bump the least senior employee in the classification, provided the "bumping" employee is more senior than the "bumped" employee, and further provided that the employees who remain must have the necessary skill, ability and qualifications to perform the work required by the City. A bumping employee shall maintain seniority. An employee "bumped" shall have the right to bump in compliance with the preceding procedure. Employees affected by layoff who bump to a lower classification will be placed at the step in the lower pay scale which is closest to and less than the employee's former rate of pay.
- 12.3** Recall. Employees laid off will be eligible for recall for a period of twelve (12) months. No new employees shall be hired by the City in a position in which bargaining unit employees are on layoff until available employees placed on layoff who have previously held the position have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed twelve (12) months and that the employees keep the City advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall have been deemed to have received an offer within four (4) business days after the City mails the offer. An employee so notified must indicate his/her acceptance of recall within ten (10) calendar days from mailing of the notice and shall be back on the job within fourteen (14) calendar days of acceptance of the recall offer or shall forfeit all recall rights under this Article.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.1** Workday. The normal working day is from 8:00 a.m. to 5:00 p.m. with one (1) hour unpaid uninterrupted lunch for employees in the City. Adjustment in the regular working hours of the employees for the convenience of the City, the employees, and/or the public shall not be construed to be in conflict with this Agreement.
- 13.2** Workweek. The normal workweek consists of five (5) eight (8) hour days, or four (4) ten (10) hour days, between Monday through Friday.
- 13.3** Work Schedules. All employees shall be scheduled to work during the week on a regular shift and each shift shall have regular starting and stop times, except in emergency situations. The parties agree, however, that the City may require employees to work different schedule(s) in order to meet the City's operational needs, as determined by the City in its sole discretion. Should the City determine there is an operational need for alternative work schedules, the City will give the employee at least fourteen (14) days written notice prior to making changes.
- 13.4** Changes. The City will make every effort to provide fourteen (14) working days' notice when making permanent changes to an employee's regular work schedule.
- a. In the event of a short-term need, such as when hours are desired to be shifted to avoid extreme weather situations, the fourteen-day notice shall not be required if agreed upon by both City and employee.
 - b. In the event notice is required and not provided within the timeframe as agreed above the affected employee(s) entire first shift after a change shall be paid at the overtime rate of their respective position.
 - c. An employee who works more than 8 hours in a day may flex their schedule, subject to manager authorization, rather than exceeding 40 hours in a work week.
 - d. An employee may propose to work more or less than 8 hours in a day and flex their schedule provided they work 40 hours in a week. The approval of flex time shall be decided based on operational needs and shall not be arbitrarily applied to employees of similar classification.
 - e. Employee Requested Permanent Schedule Change. Requests by employees for work schedules other than their normal schedule will be considered based on operational and staffing needs by the City. These requests will not be unreasonably denied. Permanent schedule change requests will adhere to the following:
 - i. Schedule requests may vary the number of hours worked on a daily basis and the sequencing of these hours but will not exceed forty (40) hours in a workweek.
 - ii. Overtime, for the purposes concerning flexible scheduling, will only be paid for work in excess of forty (40) hours in a week.

- iii. Any permanent requested schedule change will be submitted in writing to the supervisor by the employee. The supervisor will respond in writing with approval or denial to the employee.
- f. Special Events. The City may schedule, with at least fourteen (14) day notice to affected employees, overtime to support a community event scheduled by the City.

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

- a. No employee will work overtime unless approval is granted in advance by the employee's supervisor.
- b. The City will pay an employee their choice of overtime or compensatory time for all management approved hours worked in excess of eight (8) hours in a workday if the employee traditionally works 8-hour shifts, or ten (10) hours in a workday, if an employee traditionally works 10-hour shifts, unless the employee has been authorized to work longer hours and to flex their schedule per section 13.4.a.
 - i. Overtime and compensatory time are calculated at one and one-half (1.5) times the regular hourly rate of pay.
 - ii. Employees will be paid in their choice of overtime or compensatory time unless the employee has more than forty-eight (48) hours of compensatory time, in which case, they will be paid in overtime.
- c. Overtime and compensatory time off will be computed and rounded up to the nearest one-quarter hour.
- d. Compensatory time shall be scheduled and taken off in the same manner as all other personal time off.
- e. At the time of an employee's resignation or dismissal, the City will pay the employee for all accumulated overtime and compensatory time off.

13.6 Meal and Rest Periods. Unpaid meal periods of up to one (1) hour will be taken at designated times at or near the midpoint of the workday. Rest periods of fifteen (15) minutes will be permitted as work demands permit and as designated at or near the midpoint of each half-workday. Employees and Department Heads may establish the meal and rest period practices within respective offices of the City, not inconsistent with this Agreement.

13.7 Inclement Weather Policy/Essential Worker Premium. There could be rare or extreme circumstances beyond the control of the City, such as inclement weather, a national crisis, or other emergencies that make one or more of our facilities inaccessible. On such occasions, one or more of the City of Stayton's facilities may be closed for all, or part of a regularly scheduled workday. In such an event, the City Manager (or his/her designee) will make a decision and will endeavor to notify the City management team for the purpose of contacting employees.

In the event of extreme inclement weather conditions, it is recognized that each staff member's ability to safely reach the workplace may be different. The safety and well-being of the employee should guide the employee decision. Staff who cannot report to

work in such circumstances should contact their direct supervisor via phone, email, or voicemail.

When a situation exists that would otherwise curtail or close City offices, essential workers having to either remain at work or report to work in-person shall receive an additional five percent (5%) of their base pay for hours worked during the closure. If essential hours are worked while on overtime, or on a paid holiday, this differential/premium shall be added to the overtime rate of pay.

The following compensation guidelines will apply to non-essential employees:

- a. If there is adverse weather, national crises, or other emergencies, and employee is directed to arrive late by supervisor (under the direction of the City Manager or his/her authorized designee), the employee is paid for late arrival with no charge to leave accrual.
- b. If there is a closure at work due to adverse weather, national crises, or other emergencies, and employee is sent home early by supervisor (under the direction of the City Manager or his/her authorized designee), the employee is paid for the remainder of the workday with no charge to leave accrual.
- c. If City facilities are closed due to adverse weather, national crises, or other emergencies under the direction of the City Manager or his/her authorized designee, the employee is paid for the entire workday, no charge to leave accrual.

ARTICLE 14 – HOLIDAYS

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

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

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

14.3 Holiday Pay.

- a. Work performed on a holiday shall be paid at one and one-half (1.5) times the employee's regular rate of pay in addition to the holiday pay.
- b. To be eligible for holiday pay the employee must work the regular workday before and the regular workday after the paid holiday, unless the employee is on sick leave, vacation, or compensatory time.
- c. Employees eligible for holiday benefits shall receive one (1) day's pay for each observed holiday on which work is not performed. The holiday benefit shall be based upon an eight (8) hour holiday/workday for full-time employees regardless of the hours of the regular work schedule. If an office or department schedules a four-day work week in any week in which a holiday falls, that office shall revert to a five-day, eight (8) hour work schedule. Regular part-time employees will be paid pro-rata holiday pay only for holidays that fall on the employee's regularly scheduled workdays. They will not receive holiday pay for holidays that do not fall on one of their regularly scheduled workdays.
- d. Temporary employees are not eligible for holiday pay.
- e. An employee will receive no holiday pay if the employee accepted scheduled work on a holiday and failed to report for work unless excused by the supervisor.

14.4 Compensatory Time in Lieu of Holiday Time. By mutual agreement, compensatory time may be given in lieu of holiday pay on a one-to-one basis. Such compensatory time must be accrued and used as stated in Article 13 relating to compensatory time.

- 14.5** Employees are entitled to two (2) additional days of holiday leave per calendar year which shall be a floating holiday, meaning employees can take it at any time within the calendar year if time off is requested and approved per regular procedures. Unused floating holidays expire at the end of the calendar year and cannot be carried over to the next year. Employees are not paid for unused floating holidays upon employment termination.

ARTICLE 15 – VACATION

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

0 through completion of 3 years:	Eighty (80) hours annually
3 years plus 1 day through completion of 5 years:	Ninety-Six (96) hours annually
5 years plus 1 day through completion of 10 years:	One-hundred twenty (120) hours annually
10 years plus 1 day through completion of 15 years:	One-hundred sixty (160) hours annually
15 plus one day or more years:	Two hundred (200) hours annually

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

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

- a. For the first five (5) years of employment, each employee is required to take a minimum of forty (40) hours of vacation leave annually. For each year after five years of employment, each employee is required to take a minimum of eighty (80) hours of vacation leave annually.
- b. If an employee does not use up all accumulated vacation leave by the first day of January of any calendar year, the employee may carry over vacation leave up to the maximum number of hours listed:

Upon completion of 0 to 5 years of service	120 hours
Upon completion of 5 years plus one day to 10 years of service	160 hours
Upon completion of 10 years plus one day to 15 years of service	200 hours
Upon beginning of 15 years plus one day or more of service	240 hours

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

15.3 In the event an employee anticipates his/her earned vacation will exceed the maximum hours allowed for carry over to the next year, the employee may file a written request with his/her department head prior to the first day of January, that the City convert forty-hour blocks of vacation time into pay or to allow for up to forty (40) additional hours of vacation to be carried over for up to one (1) additional year. Approval or denial

of the request is at the discretion of the City. The conversion of earned vacation to pay or the carryover of forty (40) hours of vacation for up to one (1) additional year may be approved only by the City Manager and only if he/she finds the following conditions exist:

- a. The department head has recommended approval of the request so that work priorities can be accomplished;
 - b. The City will benefit more from the employee's continued work than by his/her taking earned vacation time or a clearly justifiable cause;
 - c. The employee has taken a minimum of forty (40) hours of vacation during the preceding twelve months.
- 15.4** All vacations must be scheduled and approved by department heads in advance with due consideration being given to the desires of the employees and to the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.
- 15.5** An employee who has completed six (6) months of employment and is terminated prior to using any or all of his or her vacation will be paid for the unused portion of the vacation time earned.
- 15.6** Employees will not accrue vacation time while on any leave of absence for a period of longer than 30 days, unless required by law.

ARTICLE 16 – FAMILY AND MEDICAL LEAVE

- 16.1** FMLA/OFLA Leave. The City will provide family and medical leave consistent with the federal Family and Medical Leave Act and state law.
- 16.2** Availability. Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain family or medical reasons. Employees eligible for leave of absence under the Family and Medical Leave Act (“FMLA”) must have worked for the City for 12 months or more and have at least 1,250 hours of service during the 12 months immediately preceding the leave of absence. Employees may request federal Family and Medical Leave for:
- a. The addition of a child to the family through birth, adoption, or placement by foster care,
 - b. A serious health condition of the employee’s spouse, child or parent,
 - c. A serious health condition that prevents an employee from performing his or her job.
- 16.3** Pregnancy Related Leave. An employee with a pregnancy-related disability may be provided with a leave of absence for an additional 12 weeks if she is sick or temporarily disabled by pregnancy. This pregnancy-disability leave is in addition to Federal Family and Medical Leave. To be eligible for such leave, an employee must have worked an average of 25 hours per week during the preceding six months.
- 16.4** Leaves are Concurrent. Any leave, including paid leave, taken for an FMLA- or OFLA-covered reason will run concurrently with FMLA/OFLA leave. Unpaid leaves will run concurrently with unpaid FMLA/OFLA leave where allowed by law. Vacation and accrued sick leave must be substituted for unpaid FMLA/OFLA leave where allowed by law and will not extend the FMLA or OFLA leave entitlement.
- 16.5** Reasonable Notice Required. Employees must give the City thirty (30) days’ notice of the need for leave when it is foreseeable. An employee must make a reasonable effort to schedule treatment for serious health conditions in a manner that does not unduly disrupt business operations.
- 16.6** Medical Certification. The City may require a medical certification of serious health conditions and may require recertification from the employee’s health care provider and second and third opinions from an independent health care provider where appropriate and allowed by law. The City will pay the cost of all second and third medical opinions. The City will require employees returning from leave for their own serious health condition to provide a certification of fitness to return to work.
- 16.7** Intermittent Leave. Generally, intermittent, or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available, employees may, at the City’s discretion, be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave.
- 16.8** Leave Calculation Year. The leave calculation year for FMLA/OFLA leave is 12 months starting with the first day leave is taken by the employee (12 month looking forward method).

ARTICLE 17 – SICK LEAVE

- 17.1** Accrual. In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the City provides regular full-time employees with eight (8) hours of accumulated sick leave per month. (Accrual shall begin during the probationary period for those hired to become regular full-time employees upon successful completion of the probationary period.) The City of Stayton will follow and remain compliant of all Federal and State Sick Leave requirements.
- 17.2** Part-time employees will earn sick leave at a rate of 50% of full-time employees and not less than what is required by state law.
- 17.3** Sick leave will be calculated as follows: employees hired on the first day of the month through the 14th day of the month begin earning sick leave that effective the first of that month; employees starting on the fifteenth day of the month through the end of the month begin earning sick leave the following month).
- 17.4** Employees are eligible to use sick leave for the following reasons:
- a. Personal illness or physical disability. Illness requiring more than three (3) consecutive days off requires a doctor's release to return to work.
 - b. Quarantine of an employee by a physician for non-occupationally related disability.
 - c. Illness in the employee's immediate family when the employee is needed to care for a dependent living in the employee's household.
 - d. Medical or dental appointments which cannot be scheduled outside regular workday hours.
 - e. Disability or illness caused by pregnancy will be treated in the same manner as any other temporary physical condition requiring time off.
 - f. Funeral Attendance: The employee must actually attend the funeral. Sick leave will be granted as per the following provisions.
 - i. Up to five (5) days if the relative's designation is father, mother, wife, husband, brother, sister, daughter, son, and having one parent in common; and those relationships general called "step." Providing persons in such relationships have lived or have been raised in the family home and have continued an active relationship.
 - ii. Up to three (3) days for relatives such as first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.
 - iii. Up to one (1) sick day will be granted to attend other funeral services.
 - iv. Any additional bereavement leave must be charged to vacation.
- 17.5** Employees will be charged sick leave on the basis of one (1) sick leave hour for each duty hour absent.

- 17.6** Notification of Inability to Work: Employees who are unable to report to work due to personal or dependent illness or injury must contact the immediate supervisor on or before scheduled starting time via phone, voicemail, text, or email. If an employee becomes sick during the day, the supervisor or designee must be directly notified before the employee leaves work. When sick leave is taken to care for a dependent, the City expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws and employee is eligible for such leave. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.
- 17.7** Unused sick leave benefits may accumulate from year to year to a maximum of six hundred (600) hours. Employees who had accumulated more than four-hundred and eighty (480) hours as July 1, 2002 will not lose any already-accumulated hours. They will not accumulate any more hours, however, unless and until they fall below the 600-hour maximum, after which time they may only accumulate up to the 600 hour maximum.
- 17.8** An employee who has at least one-hundred twenty (120) hours of earned sick leave may, with the approval of the City Manager, donate ten (10) hours' sick leave to a fellow employee twice during each calendar year, provided that the two donations may not be to the same individual. The Manager's determination will be based on his judgment of the need of the individual to receive such sick leave, and his decision is not subject to appeal.
- 17.9** Employees are not paid for unused sick leave upon employment termination.
- 17.10** Concurrent Leaves: Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law, leaves will run concurrently. This means that sick leave, workers' compensation leave, leave as a reasonable accommodation for a qualified individual with a disability, FMLA/OFLA leave, unpaid leaves of absence, may all run concurrently and be counted against the employee's family medical leave entitlement. The City may designate any type of leave as FMLA/OFLA leave if the leave is used for a FMLA/OFLA purpose covered by the FMLA and/or OFLA.
- 17.11** Medical Certification: An employee on sick leave that is running concurrently with another type of leave, for example, FMLA leave or personal leave, must provide the medical certification required for any and all applicable types of leave.
- 17.12** Employees will not accrue sick leave while on any leave of absence for a period of longer than 30 days, unless required by law.

ARTICLE 18 – JOB CLASSIFICATIONS AND WAGES

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

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

18.3 Wage Advancement.

- a. Upon completion of six months of employment, employees eligible for retirement benefits shall be granted a one-time six percent (6%) salary increase for the purpose of offsetting subsequent payroll deductions for retirement plan contributions.
- b. Upon the City's determination that an employee has successfully completed his/her probationary period, the employee may be granted an annual step increase on their first anniversary date (measured as one full year of service following date of hire).
- c. Permanent employees, except those who have reached the top salary step for their classification, may be granted an annual step increase on subsequent anniversary dates (measured as each subsequent full year of service following employee's hire date or date of subsequent promotion, i.e., a promotion will result in a new anniversary date) if they receive a performance rating of at least satisfactory, as reflected in a performance appraisal completed by the employee's supervisor.
- d. Merit Bonus. Employees who have reached the top salary step for their classification shall continue to be subject to annual performance appraisals as a measure of the employee's ongoing performance and as an opportunity to refresh the employee's and supervisor's mutual understanding of the supervisor's performance expectations. Upon a satisfactory evaluation, an employee at the top salary step for their classification will be eligible for an annual percentage bonus based on their annual salary as follows:
 - Exceeds Expectations (2.34 and above): 1%
 - Meets Expectations (2.11 to 2.33): 0.75%
 - Meets Expectations (1.90 to 2.10): 0.5%
 - Meets Expectations (1.67 to 1.89): 0.25%

An employee not meeting expectations following their annual review will not be eligible for the bonus.

- e. All salary step increases are discretionary, are subject to availability of funds, and must be recommended by the employee's supervisor and/or Department Head and approved by the City Manager. Annual evaluations shall be done on a timely

basis. When an evaluation is not accomplished by an employee's anniversary date, any merit increase granted to the employee shall be retroactive to the employee's anniversary date. Denial of a merit increase shall not be arbitrary or capricious. Whenever possible, an employee shall be made aware of performance deficiencies upon which a merit increase may be denied and, whenever possible, given an opportunity to correct the deficiency prior to the annual review.

- 18.4** Pay for Temporary Change in Job Grade. Each employee shall be paid at the regular rate of pay for their job grade for all work done, except as follows:
- a. Any employee working out of class at a higher-grade job than the employee's regular rating shall be paid a premium of 10% of their regular rate of pay, beginning with the first day of their working out of class.
- 18.5** Pay Period. Employees will be paid on the last day of the month. If the last day of the month, falls on a Saturday or Sunday, payday will be the preceding Friday.
- 18.6** Time Records. Timecards must serve as an accurate record of the time for which each employee is paid wages. Each employee is expected to record accurately all time spent working on City business.
- 18.7** Longevity Pay. Longevity pay will be tied to merit and awarded to employees who meet or exceed expectations on their annual performance review. Award of longevity pay can be received in addition to the merit bonus (18.3.d).
- a. City employees who have completed ten (10) years of continuous employment with the City will receive a one-time 1% bonus based on their annual salary.
 - b. City employees who have completed fifteen (15) years of continuous employment with the City will receive a one-time 1.25% bonus based on their annual salary.
 - c. City employees who have completed twenty (20) years of continuous employment with the City will receive a one-time 1.5% bonus based on their annual salary.
 - d. City employees who have completed twenty-five (25) years of continuous employment with the City will receive a one-time 1.75% bonus based on their annual salary.
 - e. City employees who have completed thirty (30) years of continuous employment with the City will receive a one-time 2% bonus based on their annual salary.
- 18.8** Bilingual Differential. Employees who are assigned in writing by the City to use their bilingual skills for language translation or interpretation will receive a monthly premium of 3% of their regular base pay. Determination of bilingual differential eligibility shall be made by the City, at its discretion, and may require a demonstration of proficiency which will be paid for by the City. Employees who have not been assigned in writing shall not be required to use these skills.

ARTICLE 19 – OTHER LEAVES OF ABSENCE

- 19.1** Military Leave. The City will grant employees military leave in accordance with applicable state and federal law.
- 19.2** Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness in court, he/she will not suffer any loss and will receive his/her regular wages while serving on the jury or serving as a witness. Employees serving as jurors or as a witness will transfer to the City any payment he/she receives for the performance of this duty, except mileage reimbursement. The employee will be granted a reasonable time-off duty to serve as a witness or juror without loss of pay, earned vacation, or sick leave. This provision does not apply to any absence when the employee is a plaintiff in the litigation, or a defendant in litigation which did not arise in the course of the employee's employment and does not relate to the performance of the employee's official duties.
- 19.3** Leaves of Absence Without Pay. The City may grant a leave of absence without pay to an employee for good and sufficient reasons as determined by the City, in its sole discretion. Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave, sick leave or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of annual leave shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status. If a leave of absence without pay is granted, the employee shall not accumulate seniority during such absence, will receive no benefits during such absence, and may be reinstated upon return to work from the leave of absence without pay subject to the following:
- a. An employee must have exhausted all applicable paid leaves (sick leave, vacation leave, etc.) prior to being eligible to request a leave of absence without pay; and
 - b. Subject to the City's prior approval, a leave of absence without pay may be for up to twelve (12) months. An employee who is permitted by the City to return to work from a leave of absence without pay shall report to work within 24 hours of the final date of the leave or be subject to termination; and
 - c. If the City approves a leave of absence without pay, approval shall be in writing and shall indicate the starting date and ending date of such leave of absence without pay; and
 - d. The employee's return to work is subject to the City's approval based on the City's sole assessment of availability of positions, workload, service needs, budget constraints and changes in work.

ARTICLE 20 – POLICIES OF GENERAL APPLICATION

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

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

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

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

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

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

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

20.3 Trial Service Period.

- a. A regular employee who is promoted to another position, shall serve a six (6) month trial service period to demonstrate their fitness to perform the duties of the new position. Should a regular employee who has been promoted within a department fail to qualify for the higher classification or should they decide they do not want the job, the employee shall be returned to their previous job within the department within six (6) months of accepting the position.
- b. A regular employee who is transferred laterally to another position at the same pay grade will not be subject to a new trial service period.
- c. New, full-time employees are subject to a one-year probationary period per Article 2.1.
- d. New part-time employees are subject to a six-month probationary period per Article 2.2.

20.4 Uniforms. For positions where a uniform is required, the City will provide employees with necessary uniform elements.

- a. The City will provide the necessary PPE including rain gear and safety glasses for positions that require them.
- b. In acknowledgement that some positions have excessive wear and tear on their clothing due to the nature of the position, Public Works employees working in Public Works – Wastewater, Public Works – Water, Streets, and Parks, shall be provided an annual allowance of four hundred dollars (\$400) to compensate for this impact. This allowance will be paid during the first pay period in July.
- c. Employees not listed in the above 20.4b, whose job description requires them to spend approximately fifty percent (50%) or more of their work time in the field, shall receive two hundred dollars (\$200) to compensate for this impact.
- d. On a biannual basis, the City will budget four hundred dollars (\$400) for each employee who is required to wear specific safety footwear. These employees may submit for reimbursement for one (1) pair of new safety footwear in an amount up to four hundred dollars (\$400) on a biannual basis. Alternatively, to avoid hardship to the employee, they may request that the City purchase the desired and required footwear.

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

ARTICLE 21 – ON-CALL AND CALL-BACK PAY

Article 21 shall apply to Public Works employees only.

- 21.1** Public Works field employees and Wastewater Treatment Facility employees will rotate on-call duty and carry a cellphone for after hour emergencies. The phone duties shall be assigned and rotated for 7 days per week.
- a. The designated on-call employee will respond to after-hour emergencies designated and dispatched by METCOM, their supervisor, the department head, or management designee.
 - b. Employees assigned by the City to on-call status will earn their choice of either one (1) hour of pay or one (1) hour of compensatory time off, at their regular rate for each eight (8) hours of on-call time assigned. This is to be paid as an “on-call premium” which shall be paid in addition to wages normally earned in the payroll period.
 - c. When an employee is assigned by the City to on-call status during the twenty-four (24) hour period of a City recognized paid holiday, they will earn their choice of either two (2) hours of pay or two (2) hours of compensatory time off at their regular rate for each eight (8) hours of on-call time assigned.
 - d. When required to report for duty as a result of an after-hours emergency, employees will earn one and one half (1.5) their normal rate of pay for all hours worked with a minimum two (2) hour call-out. When required to report for duty as a result of an after-hours emergency during the twenty-four (24) hour period of a paid holiday, employees will earn double-time and a half (2.5) their normal rate of pay for all hours worked with a minimum of a two (2) hour call-out.
- 21.2** Employees who are designated to be on-call, as described in Sections 21.1 above may, at their discretion, take a service truck home for the duration of the time they are scheduled to be on-call provided that they live within twenty-five (25) miles of the City limits.
- 21.3** Public Works employees who take City vehicles home after-hours shall not use the City vehicles for personal business.
- 21.4** When the on-call person receives a call, they will respond to the emergency within thirty (30) minutes of the call.

ARTICLE 22 – NON-DISCRIMINATION

- 22.1** Union Activities. The City and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union, including membership or non-membership in the Union.
- 22.2** Protected Classifications. The parties agree not to discriminate against any employee due to race, color, national origin, religion, age, sex, sexual orientation, marital or family status, or disability which may be accommodated reasonably.

ARTICLE 23 – COMPLETE AGREEMENT

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

ARTICLE 24 – BARGAINING UNIT WORK

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

ARTICLE 25 – SAVINGS CLAUSE

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

ARTICLE 26 – SAFETY

- 26.1** Employee Responsibility. Every employee is responsible for safety. To achieve the City goal of providing a safe workplace, everyone must be safety conscious. Employees shall report unsafe or hazardous conditions directly to a supervisor immediately. Employees will participate in all required safety training programs offered by the City.
- 26.2** Management Responsibility. The City acknowledges the importance of providing a safe workplace. The City will follow all applicable state and federal laws related to workplace safety, including maintaining a safety committee in accordance with state law.
- 26.3** Safety Committee. The City shall establish and maintain a Safety Committee which shall follow procedural requirements as set forth in OAR 437-001-0765, “Safety Committees and Safety Meetings.”

ARTICLE 27 – HEALTH AND WELFARE

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

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

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

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

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

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

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

Any plan document changes shall be provided to the Union.

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

- 27.5** Health and Wellness Committee. The City shall schedule informational presentations, provide information and assistance with the health and wellness offerings available through City-County Insurance Services (CIS).

ARTICLE 28 – WAGE SCALE AND COLA

- 28.1** Advancement from one step to the next shall be in accordance with Section 18.3 (B) and (C) of the Collective Bargaining Agreement. The rate of progression for steps on the pay schedule is 3%.
- 28.2** The City of Stayton and AFSCME agree that regular market updates are a priority and should be completed a minimum of once every five (5) years. The City and AFSCME agree to engage McGrath Human Resources Consultants, or a suitable agreed upon equivalent if they are not available, to complete a market update during the fiscal year beginning July 1, 2025. The goal will be to complete the market update prior to beginning negotiations between the City and AFSCME in early 2026.
- 28.3** Cost-of-living adjustment (COLA).
- Effective July 1, 2024, the COLA shall be a flat rate of 4%.
 - Effective July 1, 2025, the COLA shall be a flat rate of 3.5%.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 17TH DAY OF JUNE 2024.

CITY OF STAYTON, OREGON

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

Brian Quigley
Mayor

Jim Franks
Council Representative
Oregon AFSCME Council 75

Julia Hajduk
City Manager

Ian Kintz-Stormo
President Local 3222

Attest:

Alissa Angelo
Assistant City Manager

Colby Padua
Vice President Local 3222



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

TO: Mayor Brian Quigley and the Stayton City Council

FROM: Jennifer Siciliano, Director of Community and Economic Development

DATE: June 17, 2024

SUBJECT: Authorize Signing IGA with Marion County Community Services for Community Prosperity Initiative funds

ISSUE

Whether or not to sign an intergovernmental agreement with Marion County to receive \$20,000 in economic development funds through the Community Prosperity Initiative program for FY 2024 - 2025.

BACKGROUND INFORMATION

The Community Prosperity Initiative (CPI) started in 2020 to build economic development partnerships with each of Marion County's 20 incorporated cities. The Marion County Economic Development Program now distributes \$20,000 a year. As of last year, it was only \$15,000 a year for each city. This money comes from lottery funds. No matching funds are required.

The economic development activities need to align with Marion County's Economic Development Strategy. During FY 2023 – 2024, the funds were allocated for engineering design for the future roundabout at Wilco and Shaff Roads. This was approved as a fundable activity that aligned with Marion County's Economic Development goals.

The CPI operates by receiving reports from city staff for the prior year, and then receiving invoices for the current year's funds. This is done on a city-by-city basis.

STAFF RECOMENDATION

Staff recommends authorizing the signing of an intergovernmental agreement with Marion County to receive \$20,000 for economic development activities for the FY 2024 – 2025 year.

MOTION(S)

Consent Agenda approval.



**RESOLUTION NO. 1109
AUTHORIZE SIGNING IGA WITH MARION COUNTY COMMUNITY SERVICES FOR
COMMUNITY PROSPERITY INITIATIVE FUNDS**

WHEREAS, the City of Stayton has goals and strategies for economic development that align with the economic and development goals of Marion County;

WHEREAS, the Community Prosperity Initiative (CPI) was started in 2020 to build economic development partnerships with each of Marion County’s 20 incorporated cities;

WHEREAS, the Marion County Economic Development Program now distributes \$20,000 a year, which comes from lottery funds; and

WHEREAS, no matching funds are required.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

SECTION 1. The Stayton City Council directs and authorizes the City Manager to sign an intergovernmental agreement between the City of Stayton and Marion County Community Services to obtain \$20,000 in funds from the Community Propriety Initiative for the FY 2024 – 2025.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 17 DAY OF JUNE 2024.

CITY OF STAYTON

Signed: _____, 2024

BY: _____
Brian Quigley, Mayor

Signed: _____, 2024

ATTEST: _____
Julia Hajduk, City Manager



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: Julia Hajduk, City Manager
DATE: June 17, 2024
SUBJECT: Modification of Store Hours Permitted for Marijuana Facilities

ISSUE

Shall the Council approve amendments to the Stayton Municipal Code extending the hours permitted for recreational marijuana sales?

ENCLOSURE(S)

- Ordinance No. 1067

STAFF RECOMMENDATION

Staff does not have a specific recommendation to this proposal.

BACKGROUND INFORMATION

At their November 6, 2023 meeting, Council received public comments from Mr. Merle Thomas asking the City to re-evaluate the hours of operation limitations for marijuana facilities. State law states they may not be open past 10:00 p.m. but the City's municipal code has a limitation of 7:00 p.m. Council provided direction to staff to look into the issue further and report back to Council. Staff prepared a memo for Council dated January 22, 2024 and had discussion at the March 18, 2024 meeting. At the March 18, 2024 meeting, the Council provided direction to develop proposed amendments and provide enhanced public notice of the proposal with the intent to get public input on the request through the public review of the proposal. Notice of the issue on the June 17th Council agenda was included in the June newsletter as well as posted on the City website and social media. Comments received to date are included as Attachment 1 to this staff report.

The attached Ordinance would amend the code to allow recreational retail sales of marijuana to comply with state law.

FISCAL IMPACT

It has been suggested that an extension of the hours of operation will increase the City's share of marijuana revenue, however, no estimate has been developed to identify a potential amount.

MOTION(S)

- 1) Approve Ordinance No. 1067

Motion to approve Ordinance No. 1067 as presented.

- 2) Approve Ordinance No. 1067 with amendments.

Motion to approve Ordinance No. 1067 as amended.

- 3) If Council does not choose to approve an amendment to the code, no action is needed.

From: [STEVE SUE Coffin](#)
To: [City Government](#)
Subject: Marijuana hours
Date: Tuesday, June 4, 2024 11:23:06 AM

CAUTION: This email originated from **Outside Your Organization**. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

To Whom It May Concern:

I do not support the extension of business hours for Marijuana sales.

No pharmacy is open until 10 pm in Stayton. Grocery stores, gas stations and convenience stores are open past 7 pm.

With all Marijuana sales transactions in cash only, it creates an increased opportunity for robbery.

Sincerely,

Sue A. Coffin



Sent via the Samsung Galaxy S20 5G, an AT&T 5G smartphone

Get [Outlook for Android](#)

From: [Allen and Terri Vandecoevering](#)
To: [City Government](#)
Subject: Marijuana Business Hours
Date: Monday, June 10, 2024 1:42:22 PM

CAUTION: This email originated from **Outside Your Organization**. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

I live by Stayton High School. But I used to go downtown. I avoid it now due to the activity outside the marijuana shop. I don't like the smell in the streets from it, and I don't like taking the grandkids anywhere near it. I wish the shop was somewhere other than downtown near other businesses and I don't support extending the hours. I saw you were asking for input in the City of Stayton newsletter and I wanted to add my voice.

Thank you for asking for input,
Terri Vandecoevering



ORDINANCE NO. 1067
AMENDING SECTION 15 OF THE STAYTON MUNICIPAL CODE TO
MODIFY THE PERMITTED STORE HOURS FOR MARIJUANA FACILITIES

WHEREAS, the City first adopted regulations for recreational retail sales of marijuana in 2015 via Ordinance 987; and

WHEREAS, at the time regulations were first adopted, the hours of operation were set at 9:00 a.m. to 7:00 p.m., which is less permissive than the State law allowing facilities to be open until 10pm; and

WHEREAS, the Council received a request to extend the hours to be consistent with State law; and

WHEREAS, the Council provided direction to staff to prepare an amendment and provide public notice of the amendment to get input from residents on the proposed amendment; and

WHEREAS, notice was provided in the City monthly newsletter, the e-newsletter distribution list, posted on the City website, and shared on social media; and

WHEREAS, the City Council has considered the proposal and has determined that a change in the code is appropriate and founded.

NOW THEREFORE, THE STAYTON CITY COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Section 5.12.40 of the Stayton Municipal Code shall be amended to extend the hours of allowed facility operation to 10:00 p.m. as shown below:

5.12.40 - LOCATION AND HOURS OF OPERATION

1. No marijuana retailer may be located within 1,000 feet of another marijuana retailer. Distances between facilities will be calculated from the closest point with respect to property lot lines.
2. Marijuana facilities may not be located within 1,000 feet of a public or private school. A school is one described by ORS, OLCC, and OHA. Distances from the facility to a school will be calculated from the closest point with respect to property lot lines. However, if a school moves to within 1,000 feet of a pre-existing marijuana facility, the facility is not required to move unless the facility changes ownership.
3. The hours of operation for a Medical Marijuana Dispensary or Marijuana Retailer may not be outside of 9:00 a.m. to 10:00 p.m.

SECTION 2. Provisions of this Ordinance shall be incorporated into the City Code, and the City Recorder is authorized to fix and cross-reference and typographical errors.

SECTION 3. This Ordinance takes effect and becomes operative 30 days after adoption.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 17th DAY OF JUNE 2024.

Signed: _____, 2024

BY: _____
Brian Quigley, Mayor

Signed: _____, 2024

ATTEST: _____
Julia Hajduk, City Manager



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: James Brand, Finance Director
DATE: June 17, 2024
SUBJECT: Resolution No. 1110, Adopting Revised FY2024-25 Fees

BACKGROUND INFORMATION

The majority of the Fiscal Year 2024-25 fees were adopted in Resolution 1098 on April 1st, 2024. This resolution contains the remaining fees needing to be approved, including water meter fees, transportation fees, and System Development Charges (SDC's). Additional fees for park rentals are still being considered and we will bring them forward later.

Water meters costs were formerly listed "at actual costs." For FY 2024-25 we will show the precise amounts for the most popular meter sizes.

Water Meters	Fee
3/4" (including radio, valve, & installation)	\$543
1" (including radio, valve, & installation)	\$708
> 1"	Actual cost

The Transportation fees are not changed from FY 2023-24. The monthly fee is a flat amount based on the number of peak hour vehicle trips in and out of a residence, business, or industry. Businesses and industries which generate more traffic pay a higher monthly transportation fee. See [Municipal Code \(SMC\) 3.30060](#) for further details. The following rate schedules are proposed:

Residential	Monthly Fee
Single Family Dwelling	\$4.00
Mobile Home in a MH Park	\$2.08
Apartment (per unit)	\$2.24
Assisted Living Center (per unit)	\$1.00

Commercial & Industrial	Monthly Fee
Up to 15 trips/1000 sq ft of building space	\$10.00
16-799 trips/1000 sq ft of building space	\$20.00
> 800 trips/1000 sq ft of building space	\$40.00
4 trips per acre of land	\$40.00
160 trips per fueling station	\$40.00
10 trips per rental room	\$40.00
1.5 trips per student	\$40.00
Single Tenant office with Apartment	\$12.24
In Home Business	\$14.00
Single Business with 2 Apartments	\$14.48
Special Business with Apartment	\$22.24
Multi Business with Home	\$24.00
Multi Business with 2 Apartments	\$24.48
Multi Business with 3+ Apartments	\$42.24

The annual SDC increase per the Construction Cost Index as of June 2024 is 1.5%. The SDC's and the School Excise Tax are explained more fully in Attachment A.

FISCAL IMPACT

The Fiscal Year 2024-25 budget is based on these fees as presented. Reductions to these fees may create operational shortfalls while increases to these fees would generate surpluses. These revenues are all restricted and must be used within their respective funds.

SUMMARY

The fees for water meters, Transportation, and SDC's have been calculated and are now ready for adoption for the Fiscal Year beginning July 1, 2024.

OPTIONS AND MOTIONS

The City Council is presented with the following options.

1. Adopt Resolution No. 1110 as presented.

Motion to approve Resolution No. 1110 as presented.

2. Adopt Resolution No. 1110 as amended.

Motion to amend the fees and adopt Resolution 1110 as amended.



**RESOLUTION NO. 1110
ADOPTING ADDITIONAL FEES, CHARGES, AND RATES
FOR THE 2024-25 FISCAL YEAR**

WHEREAS, the City of Stayton receives requests from citizens and businesses for administrative, police, municipal court, library, pool, public works, parks, utilities, planning and code enforcement, which require the expenditure of personnel time and resources;

WHEREAS, use of the City’s resources requires that the City charge fees sufficient to recover the cost in time and materials to render the services requested;

WHEREAS, Stayton Municipal Codes 13.16.440, 13.24.1190, and 13.32.060 require rates to be established to pay for the costs of operating the City’s water, wastewater, and stormwater utilities;

WHEREAS, Resolution No. 1098 did not include updated SDC, water meter, and street fees; and

WHEREAS, such rates are to be set in Resolution form by the Stayton City Council.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

SECTION 1. The fees, charges, and rates for Fiscal Year 2024-25 appended hereto, designated Exhibit A, are hereby adopted and will go into effect on July 1, 2024.

SECTION 2. Resolution 1098, adopting fees, charges, and rates for various City services for the 2024-25 fiscal year will be repealed in its entirety.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 17TH DAY OF JUNE 2024.

CITY OF STAYTON

Signed: _____, 2024

BY: _____
Brian Quigley, Mayor

Signed: _____, 2024

ATTEST: _____
Julia Hajduk, City Manager



Fiscal Year 2024-25 Fees and Charges

ADMINISTRATIVE			
	2024-25 Fee	Unit	Notes (and Stayton Municipal Code references)
Lien Search	\$10	per search	
Returned Payments	\$35	per item	
Notary Public	\$5	per action	Subject to Notary availability, appointments recommended
Mobile Food Unit License Fee	\$40	per year	
Sidewalk Vendor License	\$2.50	per square foot	
Residential Rental Fee	\$10	per year	
Promotional/Processional Event	\$50	per event	SMC 5.44; SMC 10.36
Event Street Marking	\$200	per event	deposit
Solicitors License	\$150	per year	
Each Additional Employee	\$25	per year	
Renewal of Solicitor License	\$25	per year	
All Other Services not Identified	actual cost		

PUBLIC RECORDS			
	2024-25 Fee	Unit	Notes
Printing / Copies – 8.5x11, 8.5x14, 11x17	\$0.25	per page	
Printing / Copies – larger than 11x17	\$10	per page	
Digital Copies (PDF)	\$0.10	per page	
Certified Copies	\$5	each	
Copies of Digital Photos	\$1	per photo	
CD of Digital Photos	\$10	each CD	
Audio CD, DVD, or other media	\$15	each item	
Postage		per transaction	Actual cost of postage
Public Records Requests	varies	time	Free for 15 minutes or less. Longer requests will be charged at actual staff cost for all staff involved in fulfilling the request.
Open Records Check	\$20	each	Includes staff research and retrieval time of up to 30 minutes, over 30 minutes will be charged for additional staff time. \$10 non-refundable search fee included.

Police Reports	\$33 + \$.25 per printed page	per report	Includes staff research and retrieval time of up to 30 minutes, over 30 minutes will be charged an additional \$33.00 per 30- minute increment. \$10 non-refundable search fee included. No charge for the victim's first copy.
Visa Letter	\$40	per letter	
Record Check Letter	\$15	per letter	
Permits Issued by Police			
	2024-25 Fee	Unit	
Carnival, Amusement Park & Concession	\$300	per year	SMC 5.08.150
Recurring Events	\$25	per event	
Alarm Permit (residential / commercial)	\$20	one-time registration	SMC 8.08 (late fee is \$25 per year)
Secondhand Business License	\$50	per year	SMC 5.32
Junk Dealers License	\$50	per year	SMC 5.36
OLCC / OHA License			
New OLCC/OHA License Fee	\$100	per application	
Change of Ownership	\$75	per application	
License Privilege Change	\$75	per application	
OLCC/OHA License Renewal	\$35	per year	
Temporary for non-OLCC Licensed Business	\$35	per application	
Temporary for OLCC Licensed Business	\$15	per application	
Fines for Ordinance Violations			
Business Regulations	\$1,000		SMC 5.08
Medical Marijuana Facilities	\$1,000		SMC 5.12
Pharmaceutical Disposal	\$500		SMC 5.50
Garage Sales	\$500		SMC 5.16.020
Solicitors	\$1,000		SMC 5.20
Private Security Enterprises	\$1,000		SMC 5.28
Secondhand Dealers and Pawnbrokers	\$1,000		SMC 5.32.100
Animal Control	\$500	not to exceed	SMC 6.04.290
Nuisances	\$500 - \$1,000		SMC 8.04

	2024-25 Fee	Unit	
False Alarm			SMS 8.08
• First 5 Alarms	\$0	each	
• Alarms 6-15	\$25	each	
• Alarms 16+	\$50	each	
Any other Violation of SMC 8.08 Not listed previously	\$500		SMC 8.08
Use of Public Parks, Public Property and Waterways	\$500		SMC 8.12
Violation of Public Peace and Welfare	\$1,000		SMC 9
Violation of Prohibited Parking Parking in Alley No Parking Zone	\$50		SMC 10.12.040 ORS 811.550
Violation of Loading Zone	\$50		SMC 10.12.070
Violation of Promotional / Processional / Event Permit	\$1,000		SMC 10.36
Parking on a Sidewalk Damaging Sidewalks and Curbs	\$50 plus actual cost of repairs		SMC 10.12.040 SMC 10.40.1040 ORS 811.570(1)
Crossing Private Property	\$110		SMC 10.40.1010
Violation of Truck Routes	\$110		SMC 10.40.1060
Parking for Certain Purposes Prohibited Displaying a Vehicle for Sale Repairing a Vehicle Displaying Temporary Advertising Selling from a Vehicle	\$50		SMC 10.12.050
Unlawful Storage on the Street	\$110		SMC 10.12.060
Violation of Bus and Taxi SMC	\$50		SMC 10.12.080/ 10.12.090
Skateboards, Skis, Toboggans, and Sleds	\$25		SMC 10.40.1030
Violation of Bicycle SMC	\$25		SMC 10.28
Violation of Pedestrian SMC	\$25		SMC 10.32
Overtime Parking	\$50		SMC 10.12.040 SMC 10.12.100
Parking Permit Violation	\$50		SMC 10.12.150
Parking Spaces – Correct Use	\$50		SMC 10.12.020

Required/Wrong Direction			
2024-25 Fee		Unit	
Violation of Prohibited Parking contrary to a parking control device	\$50		SMC 10.12.040(g)
Other Violations of Title 10 Not Specifically Listed	\$50		SMC 10
Impound Charge per Day for City Owned Storage	\$50 + tow fees		SMC 10.16.430
Impound Tow Fee	\$125		

PLANNING

Pre-Application Meeting	\$500	each	
Application that requires only Staff review	\$900	deposit	
Application requiring Planning Commission Hearing	\$1,700	deposit	
Applications Requiring Two Public Hearings			
Comprehensive Plan Map and Zone Map Amendment	\$2,000	deposit	
Subdivision, Master Plan Development, Site Plan Review that includes Annexation	\$2,000	deposit	
Major Annexation	\$4,500	deposit	
Other Planning Department Applications			
Sign Permits	\$40	per application	
Temporary Sign	no charge	per application	
Change of Use Permits	\$25	per application	
Zone Verification Letter	\$75	per property	
Appeals			
Of decisions made by Staff without a public hearing	\$250	per application	
Of decisions made by the Planning Commission	\$400	per application	
Vacation of Streets and Alleys	\$700	deposit per application	

MUNICIPAL COURT

	2024-25 Fee	Unit	Notes
Payment Agreement Fee	\$30	each	
License Reinstatement Fee	\$30	each	
Failure To Appear for Arraignment	\$25	each	
Failure to Appear Trial	\$100	each	
Trial Fee	\$40	each	
Warrant Fee	\$55	each	
Appeal Filing	\$55	each	
Collection Fee	25% of assessed fine		

LIBRARY

Printing - Black & White	\$0.10	per page	
Printing - Color	\$0.25	per page	
Fees			
Interlibrary loan: mailing & loan cost	actual cost		
Damage or lost materials	actual cost + \$5 processing fee		
Lost or damaged DVD cases	\$ 1	per item	
Replace Damaged AV Cover	\$ 1	per cover	
Replace Audiobook	actual cost + \$5 processing fee		
Replace Audiobook Case	\$3	per case	
Replace Cultural Pass	price of membership		
Outside city of Stayton Library Card			
Non-Resident Full-Service Card			
• Annual Household	\$60		
• 6 mo. household	\$30		
Outside of CCRLS District Card			
• Annual Household	\$70		
• 6 mo. family	\$35		
Outside of CCRLS Child Card			
• One Card	\$12		
• Two Cards	\$20		
• Three Cards	\$28		

PUBLIC WORKS

Site Development Permit: Engineering and Plan Review (for on-site and off-site public improvements) and ROW permit. Prior to Permit issuance, actual plan review costs will be paid by the Applicant. Inspection services will be paid for by Applicant after project completion and prior to Notice of Final Completion and Acceptance from the City. Permit reviews include water, wastewater, storm drainage, and street improvements where excavation or utility cuts of pavement are required.

2024-25

Notes

New Infrastructure

Site Development Permit Review – Residential	\$750	deposit
Site Development Permit Review – Commercial, Industrial, Multi-family	1,500	deposit
Site Development Permit Review – Minor Partition (1 – 3 lots)	\$750	deposit
Site Development Permit Review – Subdivision (4 – 10 lots)	\$2,500	deposit
Site Development Permit Review – Subdivision (11+ lots) or Master Planned Development	\$4,500	deposit
Water Quality and Detention Plan and Calculation Review (infill lots only)	\$150	
Inspection fees – Payable at time of permit issuance to cover inspection costs during project construction.	4%	of public improvement construction costs including onsite grading

Right of Way (ROW) Permits

Type 1: Street tree replacement or installation	no charge	
Type 2: Repair/replace sidewalk and/or driveway approach with no street cut (includes 3 inspections).	\$100	per permit
Type 3: Sidewalk, driveway approach and/or existing utility repair where street cut is needed (includes 4 inspections).	\$165	per permit
Type 4: Franchise Utility (NW Natural, SCTC, PacifiCorp, etc.)	\$40	unless specified in franchise agreement
Type 5: Encroachment Permit to use Public ROW (for a long-term use: awning, billboard, structure, etc.)	\$65	per permit
Additional Inspections over the permit type allotment.	\$35	per inspection

Vehicles, per hour	FEMA rate
3/4" Water Meter (including radio, valve, & installation)	\$543
1" Water Meter (including radio, valve, & installation)	\$708
Larger than 1"	actual cost

Permits	
Building permits	per Marion County fee schedule
Building Structural Permit Driveway/Sidewalk Inspections	\$150
System Development Charges	

Size of meter	Wastewater	Mill Creek Wastewater*	Water	Parks	Transportation**	Stormwater***	Total SDC
3/4"	\$3,015	\$924	\$4,047	\$3,888	\$3,272	\$3,596	\$18,742
1"	\$5,036	\$1,543	\$6,759	\$3,888	\$3,272	\$3,596	\$24,094
1 ½"	\$8,978	\$3,074	\$13,477	\$3,888	\$3,272	\$3,596	\$36,285
2"	\$14,752	\$4,924	\$21,574	\$3,888	\$3,272	\$3,596	\$52,006
Multi-family (per unit)	\$2,411	\$740	\$3,237	\$3,888 per unit	\$2,029 per unit	\$0.72/sq ft of imp surf	

*The Mill Creek Sewer SDC will be assessed only for development located in the selected areas of the City.

**Single family homes have 1.00 PM Peak Hour trips. The Transportation SDC is reduced to \$443 per PM Peak Hour Trip for developments in the Downtown Revitalization Area.

***The Stormwater SDC is for a new home on a new street. For a new home on an existing street, the Stormwater SDC is \$2,470. For all other uses the Stormwater SDC is \$0.7056 per square foot of new impervious surface.

School Construction Excise Tax (collected by the City of Stayton and remitted to the North Santiam School District)

	Cost per Square Foot	Type
Residential	\$1.56	<ul style="list-style-type: none"> All new or relocated single or multiple unit housing, including manufactured housing units Conversion of non-residential to residential Addition of living space to an existing residential structure
Commercial	\$0.78	<ul style="list-style-type: none"> \$39,100 Maximum)

UTILITY RATES

Utility Fees	
Water Service Deposit (refundable)	\$100
Wastewater Service Deposit (refundable)	\$100
Late Payment Fee	\$35
Processing Delinquent Shut-off Fee for Non-Payment of Bill	\$50
Penalty for tampering with water meter once City turns water off	\$350
Initial hook up for new service	\$40
Requested Water Off and On Service Fee During Business hours	\$40
Requested Water Off or On or leak repairs after hours (any single service call out)	\$200

Water Rates				
Residential, Commercial and Industrial	The monthly water rate is the addition of the base, meter size, fire standby, and the usage.			
	<u>Base +</u> \$18.50	<u>Meter size +</u>	<u>Fire Standby Fee +</u>	<u>Usage per 1,000 gallons</u>
		.75" \$9.33	Class 1: 0-3,086 ft ² \$6.82	Single Family \$1.66
		1" \$23.39	Class 2: 3,087-12,345 ft ² \$29.02	Multi Family \$1.65
		1.25" \$34.93	Class 3: 12,346-27,777 ft ² \$195.34	City \$1.95
		1.5" \$46.64	Class 4: 27,778-49,392 ft ² \$464.80	Non-residential \$1.65
		2" \$74.51	Class 5: 49,393 + ft ² \$909.01	Irrigation \$2.14
		3" \$139.78		
		4" \$232.98		
		6" \$465.80		
	8" \$768.65			
	10" \$1,071.49			

Stormwater Rates													
Residential	Storm Drainage Maintenance Fees by Type of Residence:												
	<table border="1"> <thead> <tr> <th><i>Type of Residential Use</i></th> <th><i>Monthly Fee</i></th> </tr> </thead> <tbody> <tr> <td>Single Family Dwelling</td> <td>\$12.64</td> </tr> <tr> <td>Duplex</td> <td>\$12.64</td> </tr> <tr> <td>Mobile Home Park (per unit)</td> <td>\$12.64</td> </tr> <tr> <td>Apartment (per unit)</td> <td>\$7.59</td> </tr> <tr> <td>Assisted Living Care Facility (per unit)</td> <td>\$7.59</td> </tr> </tbody> </table>	<i>Type of Residential Use</i>	<i>Monthly Fee</i>	Single Family Dwelling	\$12.64	Duplex	\$12.64	Mobile Home Park (per unit)	\$12.64	Apartment (per unit)	\$7.59	Assisted Living Care Facility (per unit)	\$7.59
	<i>Type of Residential Use</i>	<i>Monthly Fee</i>											
	Single Family Dwelling	\$12.64											
	Duplex	\$12.64											
	Mobile Home Park (per unit)	\$12.64											
	Apartment (per unit)	\$7.59											
Assisted Living Care Facility (per unit)	\$7.59												

Commercial and Industrial			Impervious Surface size	Monthly Fee
			up to 2,500 sq ft impervious surface	\$12.64
			2,501 to 5,000 sq ft impervious surface	\$18.96
			5,001 to 10,000 sq ft impervious surface	\$37.93
			10,001 to 15,000 sq ft impervious surface	\$63.22
			15,001 to 20,000 sq ft impervious surface	\$88.49
			20,001 to 30,000 sq ft impervious surface	\$126.42
			30,001 to 40,000 sq ft impervious surface	\$177.03
			40,001 or more sq ft impervious surface	\$227.56
Street Maintenance Fee				
Residential	Transportation Maintenance Fees by Type of Residence			
	Type of Residential Use			Monthly Fee
	Single Family Residence			\$4.00
	Multi Family - Apartment (per unit)			\$2.24
	Mobile Home in a MH Park			\$2.08
	Assisted Living Care Center (per unit)			\$1.00
Commercial and Industrial	See Municipal Code (SMC) 3.30060 for a listing of each category for non-residential developed property.			
	Category			Monthly Fee
	up to 15 trips/1000 sq ft of building space			\$10.00
	16 to 799 trips/1000 sq ft of building space			\$20.00
	800+ trips/1000 sq ft of building space			\$40.00
	4 trips per acre of land used for the state purpose			\$40.00
	160 trips per fueling station			\$40.00
	10 trips per rental room			\$40.00
	1.5 trips per student			\$40.00
	single tenant office with apartment			\$12.24
	in home business			\$14.00
	single business with 2 apartments			\$14.48
	special business with apartment			\$22.24
	multi business with home			\$24.00
	multi business with 2 apartments			\$24.48
	multi business with 2+ apartments			\$42.24

Wastewater Rates											
Residential	All residential wastewater customers pay a monthly flat rate of \$73.16 per residential unit.										
Commercial and Industrial	Commercial and Industrial rates are based on the average monthly water usage from October through March. These months have been chosen because less water going into the City's wastewater facilities is registered. The following rate schedule is used:										
	<table border="1"> <thead> <tr> <th><i>Average Monthly Use</i></th> <th><i>Monthly Fee</i></th> </tr> </thead> <tbody> <tr> <td>Up to 4,000 gallons</td> <td>\$56.65</td> </tr> <tr> <td>4,001 to 6,000 gallons</td> <td>\$75.82</td> </tr> <tr> <td>6,001 to 10,000 gallons</td> <td>\$141.53</td> </tr> <tr> <td>Above 10,000 gallons</td> <td>\$14.16 / 1,000 gallons</td> </tr> </tbody> </table>	<i>Average Monthly Use</i>	<i>Monthly Fee</i>	Up to 4,000 gallons	\$56.65	4,001 to 6,000 gallons	\$75.82	6,001 to 10,000 gallons	\$141.53	Above 10,000 gallons	\$14.16 / 1,000 gallons
<i>Average Monthly Use</i>	<i>Monthly Fee</i>										
Up to 4,000 gallons	\$56.65										
4,001 to 6,000 gallons	\$75.82										
6,001 to 10,000 gallons	\$141.53										
Above 10,000 gallons	\$14.16 / 1,000 gallons										

FACILITY RENTALS

	2024-25	2024-25	Notes
	Resident	Non-Resident	
Community Center			
Community Center Rental (Entire Building - Hourly)	\$40	\$60	
Tables and Chairs Rental Fee	\$100	\$100	19 - 6 ft. tables, 2 - 8 ft. tables, and 135 chairs
Community Center Rental Cleaning Fee (per event, up to three hours of cleaning)	\$150	\$150	
Additional Hourly Cleaning Charge (any required cleaning over three hours will be invoiced to rental)	\$35	\$35	
Jordan Bridge and Pioneer Park Concession Stand			
<ul style="list-style-type: none"> First three hours 	\$100	each	Jordan Bridge and concession Stand are separate rentals
<ul style="list-style-type: none"> Each additional hour 	\$20	per hour	
<ul style="list-style-type: none"> Cleaning fee deposit for Concession Stand 	\$100		deposit: reimbursed if costs are less
Other Facility Fees			
Community Center Key Deposit (cash or check only)	\$25	per key	
Jordan Bridge Electrical Panel Key/Bridge Closure Sign Deposit	\$25	per event	
Concession Stand Key Deposit (cash or check only)	\$25	per key	
Community Garden Plot Rental	\$25	per year	
Alcohol Beverage Service Permit	\$50	each event	
Alcohol Beverage Cleaning Fee (non-refundable)	\$300	each event	if cleaning costs exceed \$300 you will be billed for excess
Cancellation Fee	\$25	each event	if canceled less than 10 days prior to the event, no refunds are given

SWIMMING POOL

	2024-25 Resident Fees	2024-25 Non-Resident Fees	Unit	Notes
Drop-In				
Adult	\$6.25	\$8.50	per visit	
Youth (1-17 years old) / Seniors (59+)	\$4.25	\$5.75	per visit	
Family (2-5 individuals from the same household)	\$19.00	\$26.25	per visit	
Each additional family member above 5	\$2.00	\$3.00	per visit	
Punch Cards (10 Visits)				
Adult	\$56.75	\$76.75	per card	
Youth (1-17 years old) / Seniors (59+)	\$37.75	\$51.50	per card	
Children under age 1	free	free		
Monthly Memberships				
Adult	\$52.50	\$71.00	per month	
Youth (1-17 years old) / Seniors (59+)	\$31.50	\$42.50	per month	
Family (2+ individuals from the same household)	\$89.25	\$120.50	per month	
Private Pool Rentals				
Pool Rental 2 guards (0-25 people)	\$115.50	\$156.00	per hour	
Pool Rental 3 guards (0-50 people w/slide)	\$136.50	\$184.25	per hour	
Pool Rental 4 guards (51-75 people w/slide)	\$157.50	\$212.75	per hour	
Pool Rental 5 guards (up to 100 people w/slide)	\$178.50	\$241.00	per hour	
Locker Rates				
Monthly	\$19.00	\$25.25	per locker	
Yearly	\$193.25	\$260.50	per locker	
Swimming Lessons				
1 Swimmer (30 minutes per session/8 sessions class)	\$47.25	\$63.75		
Each Additional Swimmer (from same household)	\$31.50	\$42.50		
Private lesson	\$47.25	\$63.75	per swimmer	