



RESOLUTION NO. 1078

A RESOLUTION AUTHORIZING ENTERING INTO A ONE-YEAR CONTRACT WITH THE SANTIAM WATER CONTROL DISTRICT FOR WATER CONVEYANCE

WHEREAS, Santiam Water Control District (District) owns and operates a water control system, which delivers irrigation water to approximately 17,400 acres of land generally located between Stayton, Oregon and Salem, Oregon and the facilities that deliver water from the North Santiam River to the City's water treatment facilities; and

WHEREAS, the City of Stayton (City) receives its water right from the Santiam River via the District's conveyance system in accordance with a contract; and

WHEREAS, the City and District have had a contractual agreement for water conveyance for many years, the most recent one signed in 2003 for a twenty-year term; and

WHEREAS, the existing contract expires in December 2023; and

WHEREAS, both City and District recognize that additional time is needed to negotiate a new long-term contract before the current contract expires; and

WHEREAS, the parties desire to enter into a one-year Contract for water delivery.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

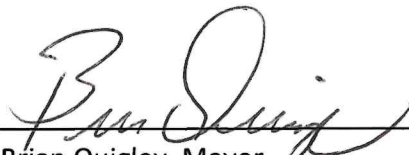
SECTION 1. The Mayor and Manager are authorized to sign the contract shown in Exhibit 1 as presented or in a form that is substantively similar.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 20th DAY OF November 2023.

CITY OF STAYTON

Dated: _____, 2023

By: 
Brian Quigley, Mayor

Dated: _____, 2023

By: 
Julia Hajduk, City Manager

SANTIAM WATER CONTROL DISTRICT
MUNICIPAL WATER DELIVERY AGREEMENT

This Agreement (“Agreement”) is made effective January 1, 2024, by and between Santiam Water Control District, herein referred to as "District," and the City of Stayton, herein referred to as "the City."

RECITALS:

A. District is a public body, corporate and politic, exercising public powers pursuant to Oregon Revised Statute Chapter 553.

B. City is a public body, corporate and politic, exercising public powers pursuant to its charter.

C. District owns and operates a water control system, which delivers irrigation water to approximately 17,400 acres of land generally located between Stayton, Oregon and Salem, Oregon. In addition, District delivers water for municipal, hydroelectric, and commercial uses. District owns and operates the facilities that deliver water from the North Santiam River to the City's water treatment facilities. In addition, District owns and operates the Salem Canal and delivers water to the City of Salem through said canal under a perpetual contract.

D. City is the owner and operator of a community water system that supplies safe drinking water to customers in the Stayton area. The primary source of water for the City is water withdrawn from the North Santiam River, downstream of Geren Island, consistent with the water rights shown on the attached list of water rights (Attachment 1). Currently water is delivered through the District's power canal to the City's drinking water plant intake.

E. The City desires to utilize the District's conveyance system over other water delivery conveyance options.

F. The parties, by this Agreement, desire to enter into a one-year Contract for water delivery and to provide for the delivery by District to City water rights described above.

AGREEMENT:

NOW, THEREFORE, the parties mutually and severally covenant and agree as follows:

1. City agrees to pay to District \$5,000 upon signature of this Agreement (“Annual Municipal Administrative Fee”).

2. City agrees to pay to the District a water delivery fee. The amount payable by the City will be \$134,000. The City agrees to pay \$65,000 due upon signing and the remainder to be paid at the City's convenience but no later than 12-30-2024

3. The City agrees to continue to operate and maintain a water-flow meter that keeps a continuous record at its point of diversion from the District's canal. The City shall cause said meter to be independently inspected and recalibrated, if necessary, annually. The City shall provide to the District a true copy of the record of usage each month.

4. Transportation: The District shall transport for the City and deliver to the City water intake through the District's power canal, all cubic feet per second of surface water rights currently owned or under permit. (See attached list of water rights.)

5. The District agrees that it shall use its best efforts to maintain and keep the canal, dams that provide the water to the District's diversion point, the trash racks, fish screens, bypass facilities, and all other facilities required for the delivery of water, free of debris and other impediments, and in a condition that will reasonably ensure its ability to deliver such water to the City. The City shall have no obligation to operate and maintain any District-owned facilities. The City shall, however, be solely responsible for the operation and maintenance of its point of Intake from the District's canal and for the operation and maintenance of the flow meter required by this Agreement.

The District has no control over the quality of water in the North Santiam River, and it operates and maintains no water quality facilities, except its trash racks and the fish screens. Therefore, the District, except as to negligence on the part of the District, shall not be liable for defective quality of water delivered through the canal to the City. However, the District will at all times assist the City in maintaining water quality through the delivery system. The city has adopted a no swimming ordinance for the Stayton power canal and agrees to continue to enforce that ordinance.

6. This Agreement and the rights and obligations of the parties hereto shall, at all times, be subject to the regulatory authority of the state of Oregon, as vested in any duly constituted agency, the regulatory authority of the United States of America, as vested in any duly constituted agency, the Water Control District Act, and to all rules and regulations adopted by the Board of Directors of the District in connection with its operation as a public entity.

7. Uncontrollable forces, which in the exercise of due diligence could not have reasonably been avoided, including but not limited to decrees and orders of any court having jurisdiction, lawful orders or directives of any governmental agency or authority, strikes, insurrection, acts of public enemy, fire, flood, earthquake, or other acts of God, negligent or deliberate acts of third parties, mechanical and structural breakdown or failure, shall excuse the affected party from its obligations under this Agreement.

8. Each of the parties hereto agrees to indemnify and hold the other party and its respective officers, employees, and agents, harmless against and from any and all liability and loss for injury to person or damage arising out of its own sole activities hereunder,

except such injury or damage that may be caused by the sole or contributing negligence of the other. Each party's liability under this Agreement shall be in accordance with the Oregon Tort Claims Act and the Oregon Constitution. Neither party, by executing this agreement, shall be deemed to have waived any statutory or constitutional limitation of liability.

9. Dispute Resolution

9.1 In the event a dispute arises between the parties as to the terms of this Agreement, the matter shall first be addressed through mandatory mediation.

If not settled by mediation, the parties shall submit the dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq.

9.2 In the event either party initiates arbitration to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees in arbitration, or on appeal.

9.3 This Agreement shall be construed according to the laws of the State of Oregon.

10. Survival of Transfer: The parties agree that the City's rights under this Agreement shall survive any transfer of ownership of the diversion and/or canal by any means and whether voluntary or involuntary, from the District to any other person or entity.

11. Term: The term of this Agreement is 1 year and expires 12-31-2024.

12. Precedent. This Agreement does not establish precedent towards a longer-term contract to be negotiated between both parties.

13. This Agreement supersedes all prior Agreements heretofore entered into between the parties for the delivery of water through the District's power canal to the City's water treatment facility. This Agreement is terminable only by mutual agreement of the City and the District.

14. No changes, modifications, or amendments to or waivers of any of the terms or conditions hereof shall be valid, except as the same are expressed in writing, approved by the City Council of the City and the Board of Directors of the District, and signed by the authorized representative of each of the parties.

SANTIAM WATER CONTROL DISTRICT, "DISTRICT"

By: _____
Its President, Board of Directors
Print Name: Dave Dalke

By: _____
Its Secretary, Board of Directors
Print Name: Brent Stevenson
Date: _____

CITY OF STAYTON, "CITY"

By: _____
Its Mayor
Print Name:

By: _____
Its City Administrator
Print Name:

Date: _____

City of Stayton Water Rights								
	Appl	Permit	Cert.	CFS	Source	Use	POD	Priority
	T-5883		80346	2.78	N. Santiam	MU-J	Power Canal	1909
	T-5884		80347	0.82	N. Santiam		Salem Ditch	1911
	T-5885		80348	0.39	N. Santiam	MU	Power Canal	1909
	T-8871		80349	0.6	N. Santiam	MU	Power Canal	1907
	39297	29266	57094	7	N. Santiam	MU	Power Canal	1963
	71584	52447		25	N. Santiam		Power Canal	1991
				10	of Ci of Salem Cert. #12033			1923