



AGENDA STAYTON CITY COUNCIL MEETING

Monday, November 18, 2013

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

CALL TO ORDER

7:00 PM

Mayor Vigil

FLAG SALUTE

ROLL CALL/STAFF INTRODUCTIONS

PRESENTATIONS/COMMENTS FROM THE PUBLIC

- a. Donation to Park Fund from Car Show Committee by Chair Alan Kingsley
- b. Paul Manning, CEO of the Family YMCA of Marion and Polk Counties
- c. Sidewalk Maintenance Presentation by David Kinney

Request for Recognition: If you wish to address the Council, please fill out a green “Request for Recognition” form. Forms are on the table at the back of the room.

Recommended time for presentation is 10 minutes.

Recommended time for comments from the public is 3 minutes.

ANNOUNCEMENTS – PLEASE READ CAREFULLY

Items not on the agenda but relevant to City business may be discussed at this meeting. Citizens are encouraged to attend all meetings of the City Council to insure that they stay informed. Agenda items may be moved forward if a Public Hearing is scheduled.

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

CONSENT AGENDA

- a. November 4, 2013 City Council Action Minutes

Purpose of the Consent Agenda:

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

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

PUBLIC HEARING

Ordinance No. 962, Amendments in the Downtown Zone

- a. Commencement of Public Hearing
- b. Staff Report – Dan Fleishman
- c. Questions from Council
- d. Proponents’ Testimony
- e. Opponents’ Testimony
- f. General Testimony
- g. Questions from Public
- h. Questions from Council
- i. Staff Summary
- j. Close of Hearing
- k. Council Deliberation
- l. Council Decision

Ordinance No. 963, Amendments for the Interchange Development Zone

- a. Commencement of Public Hearing
- b. Staff Report – Dan Fleishman
- c. Questions from Council
- d. Proponents’ Testimony
- e. Opponents’ Testimony
- f. General Testimony
- g. Questions from Public
- h. Questions from Council
- i. Staff Summary
- j. Close of Hearing
- k. Council Deliberation
- l. Council Decision

NEW BUSINESS

ODOT Fund Exchange Agreement

Action

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

City Administrator Recruitment

Action

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

Santiam Water Control District Memorandum of Agreement

Action

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

UNFINISHED BUSINESS

Potential Annexation of Various Street Right-of-Ways and other properties

Action

- a. Staff Report – Chief Rich Sebens and Dan Fleishman
- b. Council Deliberation
- c. Council Decision

STAFF/COMMISSION REPORTS

Finance Director's Report – Christine Shaffer

Informational

- a. October 2013 Monthly Finance Department Report

Police Chief's Report – Rich Sebens

Informational

- a. October 2013 Statistical Report

Public Works Director's Report – Dave Kinney

Informational

- a. October 2013 Operating Report

Planning & Development Director's Report – Dan Fleishman

- a. October 2013 Activities Report

Library Director's Report – Louise Meyers

Informational

- a. October 2013 Activities

PRESENTATIONS/COMMENTS FROM THE PUBLIC

Recommended time for presentations is 10 minutes.

Recommended time for comments from the public is 3 minutes.

BUSINESS FROM THE CITY ADMINISTRATOR

BUSINESS FROM THE MAYOR

BUSINESS FROM THE COUNCIL

FUTURE AGENDA ITEMS

- a. Review of City Charter
- b. TMDL 5th Year Report

ADJOURN

CALENDAR OF EVENTS

NOVEMBER 2013

Monday	Nov 18	City Council	7:00 p.m.	Community Center (north end)
Wednesday	Nov 20	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	Nov 25	Planning Commission	7:00 p.m.	Community Center (north end)
Thursday	Nov 28	CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING		
Friday	Nov 29			

DECEMBER 2013

Monday	Dec 2	City Council	7:00 p.m.	Community Center (north end)
Tuesday	Dec 3	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	Dec 10	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	Dec 13	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Monday	Dec 16	City Council	7:00 p.m.	Community Center (north end)
Wednesday	Dec 18	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Wednesday	Dec 25	CITY OFFICES CLOSED IN OBSERVANCE OF CHRISTMAS		

JANUARY 2014

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

FEBRUARY 2014

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

**City of Stayton
City Council Meeting Action Minutes
November 4, 2013**

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

Time Start: 7:00 P.M.

Time End: 7:48 P.M.

ATTENDANCE LOG

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

AGENDA	ACTIONS
REGULAR MEETING	
Presentations / Comments from the Public	
a. Presentation of Deed for Disc Golf Course by Hope Derrickson	The Mayor was presented with a deed for the Disc Golf Course.
b. Paul Manning, CEO of the Family YMCA of Marion and Polk Counties	Mr. Manning was not present. He had been notified by staff via letter requesting his presence at the meeting.
Announcements	
a. Additions to the Agenda	None
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None
Consent Agenda	
a. October 21, 2013 City Council Action Minutes	Motion from Councilor Gooch, seconded by Councilor Hemshorn, to approve the consent agenda. Motion passed 3:0.
Public Hearings	
None	
Unfinished Business	
None	
New Business	
a. Resolution No. 905, Adopting Fees and Charges for City Services	Motion from Councilor Hemshorn, seconded by Councilor Gooch, to enact Resolution No. 905, adopting Fees and Charges for City Services. Motion passed 3:0.
b. Ordinance No. 961, Revision to Stayton Municipal Code 10.44	Motion from Councilor Quigley, seconded by Councilor Gooch, to enact Ordinance No. 961 relating to Stayton Municipal Code Title 10, Section 10.44 as presented. Motion passed 3:0.

c. Application for Committees / Commissions	Motion from Councilor Quigley, seconded by Councilor Hemshorn, to approve the Commission / Committee application as amended. Motion passed 3:0.
d. Potential Annexation of Various Street Right-of-Ways and Other Properties	The Council deferred a decision until the November 18 City Council meeting.
Staff / Commission Reports	None
Presentations / Comments From the Public	None
Business from the City Administrator	
a. Schedule an Executive Session for November 13 at 5:30 p.m. at City Hall	Staff will send out a meeting invitation and work to coordinate with the Council.
b. City Administrator Recruitment – Formal Interview Questions	Interview questions were distributed and staff will provide the Council with tour schedules on Tuesday.
c. Downtown Tree Lighting	The Stayton-Sublimity Chamber of Commerce will no longer be hosting a downtown tree lighting event. However, citizens expressed interest in still holding a holiday event. The group has requested the City participate as a host and assist by providing the required liability insurance coverage for the event. It was the consensus of the Council to move forward with supporting this event.
Business from the Mayor	None
Business from the Council	Councilor Hemshorn was contacted by a Salem City Councilor who would like to meet with members of the Council. Councilor Quigley recognized fallen Oregon City Reserve Officer Robert Libke who was killed in the line of duty over the weekend. He thanked Stayton’s officers and all those in law enforcement for their service.
Future Agenda Items	
a. Review of City Charter	
b. Downtown Zoning Amendment	

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

Date: _____

By: _____

A. Scott Vigil, Mayor

Date: _____

Attest: _____

Christine Shaffer, Interim City Administrator

Date: _____

Transcribed by: _____

Alissa Angelo, Deputy City Recorder



City of Stayton

Planning and Development Department

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Office location: 311 N. Third Avenue

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www.staytonoregon.gov

MEMORANDUM

TO: Mayor Scott Vigil and City Council Members
FROM: Dan Fleishman, Director of Planning and Development
DATE: November 18, 2013
SUBJECT: Public Hearing and Consideration of Ordinance 962 regarding Permitted Uses and Development Standards in the Downtown Zones

ISSUE

The issue before the City Council is a public hearing on and consideration of Ordinance 962, legislative text amendments to the Stayton Downtown Transportation and Revitalization Plan and the Stayton Land Use and Development Code, Title 17, Chapters 17.16 and 17.20 regarding the permitted uses and development standards in the Downtown Zones.

BACKGROUND

In 2008 the City adopted the Downtown Transportation and Revitalization Plan as an area refinement plan to the Comprehensive Plan. Subsequently, Land Use and Development Code amendments were adopted to implement the Plan. Based on a conversation with the owner of one of the few vacant parcels in the Downtown Residential Mixed Use (DRMU) zone about the practical aspects of complying with the development requirements or issues of interpretation, staff brought to the Planning Commission a number of amendments to the Code.

The Planning Commission discussed the issues behind the amendments at their June and July meetings and scheduled a public hearing for their September meeting. Through the discussion and hearing process the original amendments proposed by staff were revised

PROPOSAL

The amendments forwarded to the City Council by the Planning Commission would accomplish the following:

- Add a note at the beginning of the Land Use Table to clarify that site plan review is permitted only for new construction or expansion of an existing structure and not for changing the use of an existing structure.
- Add four categories of land use as permitted uses, with site plan review, in the three downtown mixed use zones. These uses are all within the industry grouping of Professional, Scientific and Technical Services and all other uses within this industry grouping are permitted in these zones.

- Distinguish Fitness and Recreation Sports Centers from the broader category of Performing Arts, Spectator Sports, and Amusement and Recreation Facilities. Due to the potential impacts of a larger facility this broader category is listed as a conditional use. Fitness and recreation sports centers would be listed as permitted after site plan review.
- Change Bed and Breakfast facilities from conditional use to permitted after site plan review in the three downtown mixed use zones.
- Reduce the minimum floor area ratio (FAR) in DRMU zone and establish one for the Downtown Commercial Mixed Use (DCMU) zone. The floor area ratio is the ratio of the total floor area in a building compared to the lot area. The DCMU zone was created after the other three downtown zones and the section establishing minimum floor area ratios was overlooked in the amendments establishing the zone. Currently, therefore, there is not a minimum FAR in the DCMU zone. The suggested amendments reduce the minimum FAR in the DRMU from 0.35 to 0.30. Using data from Marion County Assessor’s Office, staff has calculated the FAR for all of the developed parcels in the DRMU. In the DRMU zone there are 54 parcels with buildings. The FAR ranges from 0.14 to 1.65. The average FAR in the zone is 0.31 and 37 of the 54 buildings do not meet the current minimum FAR of 0.35.

In the DCMU zone, there are 8 parcels with buildings. The FAR ranges from 0.12 to 1.05. The average FAR in the Zone is 0.48. If the suggested FAR of 0.35 is adopted, then half of the buildings would comply and the other half would not.

- The Code currently requires a minimum 2-story building in the downtown zones. The Downtown Plan District Standards in the Downtown Transportation and Revitalization Plan call for a minimum building height of “2 stories or a minimum of 20 feet.” The proposed amendment aligns the Code more closely with the language in the Plan.
- Section 17.20.030 establishes the setback requirements for accessory buildings. Whereas the commercial, industrial and downtown zones have no minimum setback requirements, an amendment is proposed to clarify that the setback requirements in Sect 17.20.030 only apply in the residential zones.
- Code has standards for the exterior siding of commercial and mixed use buildings in the downtown zones. For horizontally applied siding such as hardiplank, the code currently requires application with a maximum 6-inch spacing. A review of existing buildings in the downtown area reveals a variety of spacing for clapboards, hardiplank, and other horizontal siding, ranging from 3 inches to 14 inches. The proposed amendments, rather than establishing a maximum of 6 inches, allow a range of between 4 ½ inches and 10 inches. There are two different sections in the Code that are amended, one for attached residential structures, the other for commercial and mixed use structures.

Whereas the minimum FAR and siding standards are specifically referenced in the Downtown Transportation and Revitalization Plan, these changes also require amendment to the Plan. Ordinance 962 contains two different exhibits. The first is Plan amendments and the other Code amendments.

RECOMMENDATION

The Planning Commission forwarded the amendments to the City Council with a recommendation of approval. Staff recommends enactment of the Ordinance.

OPTIONS AND SUGGESTED MOTIONS

1. Approve the first consideration of Ordinance 962

Move to approve Ordinance No 962.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the vote is unanimous, Ordinance No. 962 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance No. 962 will be brought before the Council for a second consideration at the December 2, 2013 meeting.

2. Approve the Ordinance with modifications

Move to approve Ordinance No. 962 with the following changes ... and direct staff to incorporate these changes into the Ordinance before the Ordinance is presented to the City Council for a second consideration.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the first consideration is approved, Ordinance No. 962 will be brought before the Council for a second consideration at its December 2, 2013 meeting.

3. Retain the Code unchanged

No motion is necessary.

**Proposed Amendments to the Downtown Transportation and Revitalization Plan and the Provisions of Title 17 relating to the Downtown Zones
For City Council Public Hearing, November 18, 2013**

Additions are underlined; Deletions are ~~crossed-out~~.

Part 1. On **Page 39** of the Revised Downtown Transportation and Revitalization Plan amend **Table 2** as follows:

Table 2 Downtown District Development Standards

Standard:	CCMU	DRMU & DCMU
(A) Minimum Lot Size	None	None
(B) Minimum Floor Area Ratio (FAR)	.5 : 1 ⁶	<u>DCMU -- .35 : 1⁶</u> <u>DRMU -- .30 : 1⁶</u>
(C) Minimum Residential Density	12 units/ acre ¹	12 units/ acre ¹
(D) Maximum Residential Density	None	None
(E) Minimum Building Setbacks	0 feet front, side and rear for commercial; 5 feet front and 10 feet rear for single-family attached dwellings ²	0 feet front, side and rear for commercial; 5 feet front and 10 feet rear for single-family attached dwellings ²
(F) Maximum Building Setbacks	<u>Commercial</u> 10 feet front ³ ; None for side and rear. <u>Residential</u> 20 feet front ² ; None for side and rear	20 feet front ^{2,4} ; None for rear and side
(G) Minimum Building Height	2 stories or a minimum of 20 feet	2 stories or a minimum of 20 feet
(H) Maximum Building Height	4 stories, which in total is not to exceed 60 feet	4 stories, which in total is not to exceed 60 feet

Standard:	CCMU	DRMU & DCMU
(I) Ground Floor Window Standards Apply	Yes	Yes
(J) Minimum Off-Street Parking Required	None required for commercial uses; 1 space/ unit for residential	None required for commercial; 1 space/ unit for residential
(K) Maximum Off-Street Parking Permitted	Up to 125% of Code requirement for commercial; 1.5 spaces/ unit for attached residential. ⁵	Up to 125% of Code requirement for commercial; 1.5 spaces/ unit for attached residential ⁵
(L) Screening & Buffering Required	No	No

Table 2 Notes

- 1 Minimum residential density applies to residential projects only. There is no minimum density for residential uses in a mixed-use development.
- 2 For single-family attached dwellings with direct auto access from the street, the garage entrance must be less than 5 feet from the street property line, or more than 18 feet from the street property line. There is no maximum setback for attached dwellings on a single lot which are located behind commercial buildings.
- 3 A maximum front setback of up to 20 feet may be permitted when enhanced pedestrian spaces and amenities are provided.
- 4 The maximum front setback may be exceeded when enhanced pedestrian spaces and amenities are provided.
- 5 For commercial uses, when included in a mixed-use development, the maximum amount of off-street parking permitted is 125% of the parking required in Section 17.20.060. When not included in a mixed-use development, the maximum amount of off-street parking permitted is 50% of parking required in Section 17.20.060.
- 6 These are minimum floor area ratios, expressed as the ratio of floor area to site area. There is no maximum permitted floor area ratio.

Note: When the DCMU Zone was created out of the DRMU Zone, this table was mistakenly not amended to include the DCMU Zone. This amendment corrects that error and reduces the minimum FAR in the DRMU Zone from 0.35 to 0.30.

Part 2. On **Page 47** of the Revised Downtown Transportation and Revitalization Plan amend the **exterior finish materials requirements for non-residential and mixed use buildings** as follows:

I. Exterior finish materials. The purpose of this standard is to require high quality materials that are complementary to the traditional materials used in downtown Stayton.

1. Smooth concrete block, plain concrete, corrugated metal, full-sheet

plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. ~~Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when the visible portion of the board product is less than 6 inches wide.~~

2. Where wood products are used for siding, the siding must be shingles, or horizontal siding, not shakes.
3. Where horizontal siding is used, it must be shiplap or clapboard siding composed of boards composite boards manufactured from wood or other products, such as hardboard or hardiplank ~~with an exposure of 3 to 6 inches~~, or vinyl or aluminum siding which is in a clapboard or shiplap pattern where the boards in the pattern are 6-10 inches or less in width.

Note: This amendment increases the allowable width of horizontally applied siding from 6 inches to 10 inches and, in paragraph 3, corrects a typographical error.

Part 3. On **Page 51** of the Revised Downtown Transportation and Revitalization Plan amend the **exterior finish materials requirements for non-residential and mixed use buildings** as follows:

G. Exterior finish materials. The purpose of this standard is to require high quality materials that are complementary to the traditional materials used in downtown Stayton.

1. Along 3rd Avenue, commercial and mixed use buildings shall be constructed of materials complementary to existing materials including textured pre-cast concrete block, clay (terra cotta) tile, brick, stucco and wood frame.
2. Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when the board product is less than 6-10 inches wide. Foundation material may be plain concrete or plain concrete block when the foundation material does not extend for more than 3 feet above the finished grade level adjacent to the foundation wall.
3. Where there is an exterior alteration to an existing building, the exterior finish materials on the portion of the building being altered or added must visually match the appearance of those on the existing building. However, if the exterior finishes and materials on the existing building do not meet the standards of Paragraph HG.1, above, any material that meets the standards of Paragraph HG.1 may be used.

Note: This amendment increases the allowable width of horizontally applied siding from 6 inches to 10 inches and, in paragraph 3, corrects a typographical error.

Part 4. Amend Stayton Municipal Code, Title 17, Chapter 16, **Section 17.16.070.1** to change the description of the meanings of the symbols in the table, as follows.

1. **PERMITTED AND CONDITIONAL USES.** The land uses permitted in each district are shown in Table 17.16.070.1. When a property is in an overlay zone, the stricter regulations of the two zones shall apply.

- P = Permitted Use
- C = Conditional Use
- S = Permitted Use after Site Plan Review [for new construction or expansion of an existing structure. See Section 17.16.040.4 for existing structures.](#)
- C/S = Conditional Use after Site Plan Review
- = Prohibited Use

Note: This amendment clarifies that site plan review is not required for a change of occupancy in an existing building.

Part 5. Amend Stayton Municipal Code, Title 17, Chapter 16, **Table 17.16.070.1 Permitted Land Use** to allow several uses in the Downtown Zones that are currently not permitted, to add a new use to the table, and to change how Bed and Breakfast establishments are permitted. (Note that columns in the table that are not proposed to be changed are not shown below.)

		CR	CG	CCMU	DCMU	DRMU
Professional, Scientific and Technical Services						
27	Medical & Diagnostic Laboratories		S	<u>S</u>	<u>S</u>	<u>S</u>
28	Home Health Care Services		S	<u>S</u>	<u>S</u>	<u>S</u>
29	Architectural, Engineering, & Related Services	S	S	<u>S</u>	<u>S</u>	<u>S</u>
32	Scientific Research & Development Services	C/S	S	<u>S</u>	<u>S</u>	<u>S</u>
Arts, Entertainment and Recreation						
<u>46a</u>	<u>Fitness and Recreation Sports Centers</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
52	Bed & Breakfast	S	S	CS	CS	CS

Note: All other categories of Professional, Scientific and Technical Services are permitted in the Downtown Zones. Fitness and Recreation Sports Centers are currently included in Land Use Category 46 Performing Arts, Spectator Sports, & Amusement & Recreation Facilities which is listed as a conditional use with site plan review in the three downtown zones. Some Performing Arts, Spectator Sports or Recreational Facilities have the potential for greater impact on the surrounding properties and will remain conditional uses. Fitness centers typically have less of an impact on surrounding area and this amendment allows them in the downtown zones without the need for a conditional use review. Being mixed-use zones, Bed and Breakfast is proposed to no longer require conditional use approval.

Part 6. Amend **Section 17.16.080.2.c.3)** to specify the minimum floor area ratio in the DCMU zone and reduce the minimum floor area ratio in the DRMU zone.

- 3) The minimum floor area ratio for the construction of a new building in the CCMU Zone shall be 0.5:1; ~~and in the DRMU-DCMU Zone shall be 0.35:1~~ and in the DRMU Zone shall be 0.3:1. There is no maximum floor area ratio in these zones.

Note: When the DCMU Zone was created out of the DRMU Zone, this section was mistakenly not amended to include a minimum FAR in the DCMU Zone. This amendment corrects that error and reduces the minimum FAR in the DRMU Zone from 0.35 to 0.30.

Part 7. Amend **Section 17.16.080.2.F.2)** to clarify the minimum height requirement and better reflect the policy of the Downtown Transportation and Revitalization Plan.

- 2) Minimum. In the CCMU, DCMU, or DRMU zones the minimum building height shall be 2 stories or 20 feet. The minimum building height standard applies to new commercial, residential, and mixed-use buildings. It does not apply to community service buildings, accessory structures, one-time additions or expansions of non-conforming buildings of no more than 25% and less than 1,000 square feet, or to buildings with less than 1,000 square feet of floor area.

Note: The Comprehensive Plan specifies a minimum height of 2 stories or 20 feet. This amendment inserts the alternate measurement of 20 feet, which could allow a 1-story building provided it meets the 20-foot height requirement.

Part 8. Amend **Section 17.20.030.3** to clarify that the provisions of that section only apply to reduce the setback requirements of Chapter 17.16.

2. SETBACKS. The setback provision cited below modify the building setbacks ~~cited in zoning districts~~ for Residential Zones cited in Chapter 17.16, but are applicable only to the specific items listed below.

Note: As currently written, the Code could be interpreted to establish wider setbacks in the Commercial, Downtown and Industrial zones than would otherwise be required in by Section 17.16.070.3.

Part 9. Amend **Section 17.20.220.2.i** to change the standard for siding for attached residential buildings.

- i. Exterior finish materials. The purpose of this standard is to require high quality materials that are complementary to the traditional materials used in downtown Stayton.
- 1) Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. ~~Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when the visible portion of the board product is less than 6 inches wide.~~
 - 2) Where wood products are used for siding, the siding must be shingles, or horizontal siding, not shakes or board and batten.

- 3) Where horizontal siding is used, it must be shiplap or clapboard siding composed of boards, composite boards manufactured from wood or other products, such as hardboard or hardiplank~~with an exposure of 3 to 6 inches~~, or vinyl or aluminum siding which is in a clapboard or shiplap pattern where ~~the boards in the pattern are 6 inches or less in width.~~ when the visible portion of the product is at least 4 ½ inches and no more than 10 inches wide.

Note: This amendment changes to the standard for horizontally applied siding on attached residential structures in the downtown zones to provide an acceptable range of application. It more closely reflects the existing buildings in the downtown zones.

Part 10. Amend **Section 17.20.220.3.g.2)** to change the standard for siding for non-residential and mixed use buildings.

- 2) Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10% of the surface area of any facade. Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when visible portion of the board product is at least 4 ½ inches and no more ~~less than 6-10~~ inches wide. Foundation material may be plain concrete or plain concrete block when the foundation material does not extend for more than 3 feet above the finished grade level adjacent to the foundation wall.

Note: This amendment changes to the standard for horizontally applied siding on commercial structures in the downtown zones to provide an acceptable range of application. It more closely reflects the existing buildings in the downtown zones.

November 12, 2014

Mayor Scott Vigil and the Stayton City Council

Dear Mayor and City Councilors;

I would like this letter entered into the record of the public hearing for proposed amendments to Title 17 related to the Floor Area Ratio (FAR) in the downtown DRMU zone.

The Planning Commission has recommended that you adopt the staff proposal to reduce the FAR in the DRMU from .35 to .30. Excuse the pun, but staff proposal does not go far enough.

It is my belief that the City should not set a minimum size building requirement at any level in the DRMU and if it does feel the necessity to do so, it should be .20 to match most of the existing structures in that zone already, which consist of mostly residential buildings or commercial buildings designed to look residential. The FAR is not conducive to development.

Please consider the following:

1. There are only three undeveloped lots in the DRMU. I own one of those lots.
2. To meet the FAR requirement as proposed will be hard accomplish if one wants to build a commercial "home" type structure.
3. It is unlikely that larger structures will be built considering costs of around \$130 per square foot, plus street, sidewalk, and curb improvements, sewer and water connections and system development fees.
4. The market for commercial rentals is for spaces around 300 to 500 square feet, and from my experience, to design a multi tenant structure with those sized units the structure would have to max out at around 1700 square feet. The total cost of construction of such a building is feasible and would "pencil out". A 1700 square foot building on a 8700 square foot lot, with landscaping, parking and storm water runoff amenities would not only be a good use of land, it would look good and fit into the neighborhood defined by the DRMU.

I own two multi unit commercial buildings and am in the process of converting a single use structure into three units to meet tenant needs. Large empty structures are not being rented. Look down 3rd Ave.

One other item please. At the planning commission hearing one member suggested an individual could always ask for a variance from the FAR requirement. Based on the criteria in the code that would need to be met, it is virtually impossible to get a variance.

I respectfully ask you to either remove the FAR requirement or reduce it to .20.

Sincerely,

Gerry Aboud
836 East Kathy Street
Stayton, Or 97383

ORDINANCE NO. 962

AN ORDINANCE AMENDING THE STAYTON DOWNTOWN TRANSPORTATION AND REVITALIZATION PLAN AND STAYTON MUNICIPAL CODE (SMC) TITLE 17, REGARDING THE PERMITTED USES AND STANDARDS FOR DEVELOPMENT IN THE DOWNTOWN ZONES

WHEREAS, Oregon Revised Statutes, Chapter 197 requires municipalities to adopt and implement a comprehensive land use planning program in accordance with statewide planning goals established by the Legislature and the Oregon Land Conservation and Development Commission;

WHEREAS, the City of Stayton has adopted a Downtown Transportation and Revitalization Plan as an area refinement plan to the Stayton Comprehensive Plan;

WHEREAS, the City of Stayton has adopted Title 17 of the Stayton Municipal Code as the Land Use and Development Code;

WHEREAS, the Downtown Commercial Mixed Use (DCMU) Zone was created by amendment of the Downtown Transportation and Revitalization Plan and that amendment failed to establish a minimum floor area ratio in the DCMU Zone;

WHEREAS, both the Downtown Transportation and Revitalization Plan and SMC Title 17, Chapter 16, Section 17.16.080.2.c establish a minimum floor area ratio of 0.35 in the Downtown Residential Mixed Use Zone which is not met by more than two-thirds of the existing developed parcels;

WHEREAS, both the Downtown Transportation and Revitalization Plan and SMC Title 17, Chapter 20, Section 17.20.220 establish standards for horizontally applied siding which is not reflective of the range of horizontally applied siding existing in the Downtown Zones;

WHEREAS, the introduction to Table 17.16.070.1 in the SMC could be interpreted as contradicting the provisions of SMC Title 17, Section 17.16.040.4 regarding the change of use of an existing building;

WHEREAS, most but not all professional, scientific and technical services industries are permitted in the Downtown Zones;

WHEREAS, fitness and recreation sports centers are not as likely to have similar impacts on surrounding properties as other performing arts, spectator sports and amusement and recreation facilities and need not be considered a conditional use;

WHEREAS, as mixed use zones it is appropriate to allow bed and breakfast uses in the DRMU and DCMU and Central Core Mixed Use zones without the need for conditional use approval;

WHEREAS, SMC Section 17.16.080.2.F.2) regarding the minimum height of buildings in the Downtown Zones does not reflect the provisions of the Downtown Transportation and Revitalization Plan; and

WHEREAS, the Stayton Planning Commission has initiated the process for amending the Downtown Transportation and Revitalization Plan and SMC, including notice to the Department of Land Conservation and Development, and following a public hearing, has recommended that the Stayton City Council enact the proposed amendments.

NOW, THEREFORE, the City of Stayton ordains:

Section 1. Stayton Downtown Transportation and Revitalization Plan amended. The Stayton Downtown Transportation and Revitalization Plan is hereby amended as shown on Exhibit A attached hereto and incorporated herein

Section 2. SMC Title 17, Chapters 16 and 20 amended. Stayton Municipal Code, Title 17, Chapters 16 and 20 are hereby amended as shown on Exhibit B attached hereto and incorporated herein.

Section 3. Effective Date. This ordinance shall become effective 30 days after adoption by the Stayton City Council and the Mayor's signing.

Section 4. A copy of this Ordinance shall be furnished to the State of Oregon, Department of Land Conservation and Development forthwith.

ADOPTED BY THE STAYTON CITY COUNCIL this 18th day of November, 2013.

CITY OF STAYTON

Signed: _____, 2013

BY: _____
A. Scott Vigil, Mayor

Signed: _____, 2013

ATTEST: _____
Christine Shaffer,
Interim City Administrator

APPROVED AS TO FORM:

David A. Rhoten, City Attorney

EXHIBIT A

Amendments to the Downtown Transportation and Revitalization Plan

Additions are underlined; Deletions are ~~crossed-out~~.

Part 1. On **Page 39** of the Revised Downtown Transportation and Revitalization Plan amend **Table 2** as follows:

Table 2 Downtown District Development Standards

Standard:	CCMU	DRMU & DCMU
(A) Minimum Lot Size	None	None
(B) Minimum Floor Area Ratio (FAR)	.5 : 1 ⁶	<u>DCMU -- .35 : 1⁶</u> <u>DRMU -- .30 : 1⁶</u>
(C) Minimum Residential Density	12 units/ acre ¹	12 units/ acre ¹
(D) Maximum Residential Density	None	None
(E) Minimum Building Setbacks	0 feet front, side and rear for commercial; 5 feet front and 10 feet rear for single-family attached dwellings ²	0 feet front, side and rear for commercial; 5 feet front and 10 feet rear for single-family attached dwellings ²
(F) Maximum Building Setbacks	<u>Commercial</u> 10 feet front ³ ; None for side and rear. <u>Residential</u> 20 feet front ² ; None for side and rear	20 feet front ^{2,4} ; None for rear and side
(G) Minimum Building Height	2 stories or a minimum of 20 feet	2 stories or a minimum of 20 feet
(H) Maximum Building Height	4 stories, which in total is not to exceed 60 feet	4 stories, which in total is not to exceed 60 feet
(I) Ground Floor Window Standards Apply	Yes	Yes

Standard:	CCMU	DRMU & DCMU
(J) Minimum Off-Street Parking Required	None required for commercial uses; 1 space/ unit for residential	None required for commercial; 1 space/ unit for residential
(K) Maximum Off-Street Parking Permitted	Up to 125% of Code requirement for commercial; 1.5 spaces/ unit for attached residential. ⁵	Up to 125% of Code requirement for commercial; 1.5 spaces/ unit for attached residential ⁵
(L) Screening & Buffering Required	No	No

Table 2 Notes

- 1 Minimum residential density applies to residential projects only. There is no minimum density for residential uses in a mixed-use development.
- 2 For single-family attached dwellings with direct auto access from the street, the garage entrance must be less than 5 feet from the street property line, or more than 18 feet from the street property line. There is no maximum setback for attached dwellings on a single lot which are located behind commercial buildings.
- 3 A maximum front setback of up to 20 feet may be permitted when enhanced pedestrian spaces and amenities are provided.
- 4 The maximum front setback may be exceeded when enhanced pedestrian spaces and amenities are provided.
- 5 For commercial uses, when included in a mixed-use development, the maximum amount of off-street parking permitted is 125% of the parking required in Section 17.20.060. When not included in a mixed-use development, the maximum amount of off-street parking permitted is 50% of parking required in Section 17.20.060.
- 6 These are minimum floor area ratios, expressed as the ratio of floor area to site area. There is no maximum permitted floor area ratio.

Part 2. On **Page 47** of the Revised Downtown Transportation and Revitalization Plan amend the **exterior finish materials requirements for non-residential and mixed use buildings** as follows:

- I. **Exterior finish materials.** The purpose of this standard is to require high quality materials that are complementary to the traditional materials used in downtown Stayton.
 1. Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. ~~Composite boards manufactured from wood or other products, such as hardboard or hardplank, may be used when the visible portion of the board product is less than 6 inches wide.~~

2. Where wood products are used for siding, the siding must be shingles, or horizontal siding, not shakes.
3. Where horizontal siding is used, it must be shiplap or clapboard siding composed of boards composite boards manufactured from wood or other products, such as hardboard or hardiplank ~~with an exposure of 3 to 6 inches~~, or vinyl or aluminum siding which is in a clapboard or shiplap pattern where the boards in the pattern are 6-10 inches or less in width.

Part 3. On **Page 51** of the Revised Downtown Transportation and Revitalization Plan amend the **exterior finish materials requirements for non-residential and mixed use buildings** as follows:

G. Exterior finish materials. The purpose of this standard is to require high quality materials that are complementary to the traditional materials used in downtown Stayton.

1. Along 3rd Avenue, commercial and mixed use buildings shall be constructed of materials complementary to existing materials including textured pre-cast concrete block, clay (terra cotta) tile, brick, stucco and wood frame.
2. Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when the board product is less than 6-10 inches wide. Foundation material may be plain concrete or plain concrete block when the foundation material does not extend for more than 3 feet above the finished grade level adjacent to the foundation wall.
3. Where there is an exterior alteration to an existing building, the exterior finish materials on the portion of the building being altered or added must visually match the appearance of those on the existing building. However, if the exterior finishes and materials on the existing building do not meet the standards of Paragraph HG.1, above, any material that meets the standards of Paragraph HG.1 may be used.

EXHIBIT B

Amendments to the Stayton Municipal Code Title 17, Chapters 16 and 20

Additions are underlined; Deletions are ~~crossed-out~~.

Part 1. Amend Stayton Municipal Code, Title 17, Chapter 16, **Section 17.16.070.1** to change the description of the meanings of the symbols in the table, as follows.

1. **PERMITTED AND CONDITIONAL USES.** The land uses permitted in each district are shown in Table 17.16.070.1. When a property is in an overlay zone, the stricter regulations of the two zones shall apply.

- P = Permitted Use
- C = Conditional Use
- S = Permitted Use after Site Plan Review for new construction or expansion of an existing structure. See Section 17.16.040.4 for existing structures.
- C/S = Conditional Use after Site Plan Review
- = Prohibited Use

Part 2. Amend Stayton Municipal Code, Title 17, Chapter 16, **Table 17.16.070.1 Permitted Land Use** to allow several uses in the Downtown Zones that are currently not permitted, to add a new use to the table, and to change how Bed and Breakfast establishments are permitted. (Note that columns in the table that are not proposed to be changed are not shown below.)

		CR	CG	CCMU	DCMU	DRMU
Professional, Scientific and Technical Services						
27	Medical & Diagnostic Laboratories		S	<u>S</u>	<u>S</u>	<u>S</u>
28	Home Health Care Services		S	<u>S</u>	<u>S</u>	<u>S</u>
29	Architectural, Engineering, & Related Services	S	S	<u>S</u>	<u>S</u>	<u>S</u>
32	Scientific Research & Development Services	C/S	S	<u>S</u>	<u>S</u>	<u>S</u>
Arts, Entertainment and Recreation						
<u>46a</u>	<u>Fitness and Recreation Sports Centers</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
52	Bed & Breakfast	S	S	S	S	S

Part 3. Amend **Section 17.16.080.2.c.3)** to specify the minimum floor area ratio in the DCMU zone and reduce the minimum floor area ratio in the DRMU zone.

- 3) The minimum floor area ratio for the construction of a new building in the CCMU Zone shall be 0.5:1; ~~and in the DRMU-DCMU Zone shall be 0.35:1~~ and in the DRMU Zone shall be 0.3:1. There is no maximum floor area ratio in these zones.

Part 4. Amend **Section 17.16.080.2.F.2)** to clarify the minimum height requirement and better reflect the policy of the Downtown Transportation and Revitalization Plan.

- 2) Minimum. In the CCMU, DCMU, or DRMU zones the minimum building height shall be 2 stories or 20 feet. The minimum building height standard applies to new commercial, residential, and mixed-use buildings. It does not apply to community service buildings, accessory structures, one-time additions or expansions of non-conforming buildings of no more than 25% and less than 1,000 square feet, or to buildings with less than 1,000 square feet of floor area.

Part 5. Amend **Section 17.20.030.3** to clarify that the provisions of that section only apply to reduce the setback requirements of Chapter 17.16.

2. SETBACKS. The setback provision cited below modify the building setbacks ~~cited in zoning districts~~ for Residential Zones cited in Chapter 17.16, but are applicable only to the specific items listed below.

Part 6. Amend **Section 17.20.220.2.i** to change the standard for siding for attached residential buildings.

- i. Exterior finish materials. The purpose of this standard is to require high quality materials that are complementary to the traditional materials used in downtown Stayton.
 - 1) Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. ~~Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when the visible portion of the board product is less than 6 inches wide.~~
 - 2) Where wood products are used for siding, the siding must be shingles, or horizontal siding, not shakes or board and batten.
 - 3) Where horizontal siding is used, it must be shiplap or clapboard siding composed of boards, composite boards manufactured from wood or other products, such as hardboard or hardiplank with an exposure of 3 to 6 inches, or vinyl or aluminum siding which is in a clapboard or shiplap pattern where ~~the boards in the pattern are 6 inches or less in width.~~ when the visible portion of the product is at least 4 ½ inches and no more than 10 inches wide.

Part 7. Amend **Section 17.20.220.3.g.2)** to change the standard for siding for non-residential and mixed use buildings.

- 2) Smooth concrete block, plain concrete, corrugated metal, full-sheet plywood, synthetic stucco, and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10% of the surface area of any facade. Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when visible portion of the board product is at least 4 ½ inches and no more less than 6-10 inches wide. Foundation material may be plain concrete or plain concrete block when the foundation material does not extend for more than 3 feet above the finished grade level adjacent to the foundation wall.



City of Stayton

Planning and Development Department

Mailing address: 362 N. Third Avenue · Stayton, OR 97383

Office location: 311 N. Third Avenue

Phone: (503) 769-2998 · FAX: (503) 767-2134

Email: dfleishman@ci.stayton.or.us

www.staytonoregon.gov

MEMORANDUM

TO: Mayor Scott Vigil and City Council Members
FROM: Dan Fleishman, Director of Planning and Development
DATE: November 18, 2013
SUBJECT: Public Hearing and Consideration of Ordinance 963

ISSUE

The issue before the City Council is a public hearing on and consideration of Ordinance 963, legislative text amendments to the Stayton Land Use and Development Code, Title 17, Chapters 17.16 regarding the permitted uses in the Interchange Development Zone. The Planning Commission discussed these proposed amendments at their August meeting and held a public hearing at their October meeting. Following the public hearing the Planning Commission forwarded the amendments to the City Council.

BACKGROUND

The Interchange Development Zone is designated as the areas around the Route 22 interchange, on the east side of Cascade Highway. The purpose of the zone is to provide a location for businesses that are oriented to the traveling public.

There are only four tax parcels in the ID Zone. Existing today are a gas station with convenience store and a fast-food restaurant with drive-through. There are also two vacant parcels.

Table 17.16.070.1 of the Land Use and Development Code lists only the following seven uses as permitted in the ID Zone:

- Convenience stores
- Gasoline stations
- Gift & Novelty stores
- Hotel, motel, inn
- RV Parks and Recreational Camps
- Bed & Breakfast
- Eating & Drinking places

The owner of one of the vacant parcels requested that the Planning Commission initiate an amendment to the Code that would allow banks and credit unions (commercial banking and related activities, in our land use table) as a permitted use.

PROPOSAL

In order to maintain the purpose of the Zone as providing services to the travelling public, and not general commercial or retail establishments, staff has suggested that this use be permitted with a maximum building size and only if it provides drive-through service windows.

The property owner's representatives had suggested a maximum floor area of 3,000 sq ft, a minimum of two drive-through teller windows and a drive-through ATM.

As a matter of comparison the existing "full-service" banks and credit unions in the City and their approximate floor areas are:

Columbia Bank – 2,900 sq ft

Key Bank – 2,900 sq ft

US Bank – 6,000 sq ft

NW Preferred CU – 3,600 sq ft

Chase Bank – 2,700 sq ft

Whereas the size of three of the full service facilities in the City is smaller than the 3,000 sq ft proposed by the property owner, staff proposed an amendment with a limitation of 2,500 sq ft of floor area in order to assure that a financial institution in the ID zone is truly oriented towards travelers and is not as likely to be a full-service facility.

RECOMMENDATION

The Planning Commission forwarded the amendments to the City Council with a recommendation of approval. Staff recommends enactment of the Ordinance.

OPTIONS AND SUGGESTED MOTIONS

1. Approve the first consideration of Ordinance 963

Move to approve Ordinance No 963 as presented.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the vote is unanimous, Ordinance No. 963 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance No. 963 will be brought before the Council for a second consideration at the December 2, 2013 meeting.

2. Approve the Ordinance with modifications

Move to approve Ordinance No. 963 with the following changes ... and direct staff to incorporate these changes into the Ordinance before the Ordinance is presented to the City Council for a second consideration.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the first consideration is approved, Ordinance No. 963 will be brought before the Council for a second consideration at its December 2, 2013 meeting.

3. Retain the Code unchanged

No motion is necessary.

**Proposed Amendments to the Permitted Uses in the Interchange Development Zone
For City Council Public Hearing, November 18, 2013**

Amend Stayton Municipal Code, Title 17, Chapter 16, **Table 17.16.070.1 Permitted Land Use** to allow Commercial Banking and Related Activities in the Interchange Development Zone and by adding Footnote 14 regarding the size limitation and services a commercial banking activity must provide.

	LD	MD	HD	DMD	CR	CG	CCMU	DCMU	DRMU	ID	IC	IL	IA	P
Finance and Insurance														
21	Commercial Banking & Related Activities					S	S	S	S	S	<u>S¹⁴</u>			

¹⁴ [With a gross floor area not exceeding 2,500 square feet and with no less than two drive-thru lanes and a drive-up automatic teller machine.](#)

ORDINANCE NO. 963

**AN ORDINANCE AMENDING STAYTON MUNICIPAL CODE (SMC)
TITLE 17, CHAPTER 16 REGARDING THE PERMITTED USES IN THE
INTERCHANGE DEVELOPMENT ZONE**

WHEREAS, Oregon Revised Statutes, Chapter 197 requires municipalities to adopt and implement a comprehensive land use planning program in accordance with statewide planning goals established by the Legislature and the Oregon Land Conservation and Development Commission;

WHEREAS, the City of Stayton has adopted a Comprehensive Plan and a Land Use and Development Code (SMC Title 17);

WHEREAS, SMC Title 17, Chapter 16, establishes the Interchange Development Zone and describes the purposes of the zone as “To assure that land located within 1,500 feet of a highway entrance/exit ramp is available for uses that are oriented to providing goods and services oriented to the traveling public. In providing for the location of highway-oriented service firms, it is essential that the principal function of the intersection (the carrying of traffic to and from the highway in a safe and expeditious manner) be preserved”;

WHEREAS, Commercial Banking and Related Activities is not listed a permitted use in the Interchange Development Zone;

WHEREAS, Commercial Banking and Related Activities is a use that could be oriented towards the traveling public provided there are drive-through facilities provided;

WHEREAS, Commercial Banking and Related Activities are more likely to be oriented towards the traveling public and not a full-service establishment if the size of the establishment is limited;

WHEREAS, following a public hearing, the Stayton Planning Commission has recommended that the Stayton City Council enact the proposed amendments; and

WHEREAS, the Stayton City Council desires to Commercial Banking and Related Activities in the Interchange Development Zone;

NOW, THEREFORE, the City of Stayton ordains:

Section 1. SMC Title 17, Chapter 16 amended. Stayton Municipal Code, Title 17, Chapter 16 Section 17.16.070, Table 17.16.070.1 is hereby amended to show Land Use 21 Commercial Banking and Related Activities as a use permitted after site Plan Review in the Interchange Development with footnote 14 to read, “¹⁴With a gross floor area not exceeding 2,500 square feet and with no less than two drive-thru lanes and a drive-up automatic teller machine.”

Section 2. Effective Date. This ordinance shall become effective 30 days after adoption by the Stayton City Council and the Mayor’s signing.

Section 3. A copy of this Ordinance shall be furnished to the State of Oregon, Department of Land Conservation and Development forthwith.

ADOPTED BY THE STAYTON CITY COUNCIL this 18th day of November, 2013.

CITY OF STAYTON

Signed: _____, 2013

BY: _____
A. Scott Vigil, Mayor

Signed: _____, 2013

ATTEST: _____
Christine Shaffer,
Interim City Administrator

APPROVED AS TO FORM:

David A. Rhoten, City Attorney

DRAFT



CITY OF STAYTON
MEMORANDUM

TO: Mayor Scott Vigil and City Councilors
THRU: Interim City Administrator Christine Shaffer
FROM: David W. Kinney, Public Works Director
DATE: November 18, 2013
SUBJECT: ODOT – Fund Exchange Agreement

ISSUE

Does the City wish to enter into a Fund Exchange Agreement with the Oregon Department of Transportation in the amount of \$90,301.10, with funding to be used for reimbursement on the 4th Avenue Street overlay completed in 2013?

ENCLOSURES

1. STP Contract No. 29756 with the City of Stayton for 4th Avenue Overlay.

RECOMMENDATION

Staff recommends the City Council approve the Fund Exchange Agreement and obtain reimbursement for the 4th Avenue street overlay.

BACKGROUND INFORMATION

Cities in Oregon with populations over 5,000 persons are eligible to receive Federal Highway Administration – Surface Transportation Program (STP) funds. Funds are allocated annually to cities based on population. STP funds must be used for highway / street maintenance and improvement projects.

STP funds can be distributed to the City in two ways:

1. 100% distribution to the City (pass thru from ODOT after STP admin costs deducted). The City is required to comply with all federal FHA requirements.

2. 94% Fund Exchange. ODOT exchanges state funds for federal funds. The League of Oregon Cities and ODOT created this program to give cities more flexibility in using STP funds. The ODOT exchange rate is 94 cents of state funds are given to the City for every \$1 of federal funds exchanged. The Fund Exchange program enables the City to use City design standards, ORS 279 bid/contract requirements, and BOLI wage rates.

Stayton's 2012 allocation totals \$96,065. If accepted, the City will receive \$90,310.10 from ODOT which must be used for local street maintenance projects. The City budgeted \$56,000 in STP funds in the 2013-2014 budget. ODOT's allocation to Stayton is higher because they received more funds than were anticipated for this fiscal year.

The 4th Avenue AC overlay is an eligible project. ODOT's local government representative Brian Nicholas has confirmed the City can request reimbursement for the project we completed this summer.

OPTIONS

- 1) Approve Fund Exchange Agreement.
- 2) Do not accept the Fund Exchange Agreement.

MOTION(S)

- 1) Move to authorize the Mayor to execute the Fund Exchange Agreement between the City of Stayton and ODOT in the amount of \$ 90,310.10.
- 2) No motion necessary if the Council does not wish to enter into the Fund Exchange Agreement.

2013 FUND EXCHANGE AGREEMENT
4th Avenue Overlay (Washington Street - Florence Street)
City of Stayton

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CITY OF STAYTON, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the 4th Avenue Overlay (Washington Street - Florence Street), hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2013 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$96,065.00 federal funds for \$90,301.10 state funds.
5. The term of this Agreement will begin upon execution and will terminate November 30, 2015 unless extended by an executed amendment.

6. The Parties agree that the exchange is subject to the following conditions:
- a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$90,301.10. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$90,301.10, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:

- A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on March 21, 2012, as a part of the 2012-2015 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on October 28, 2013.

Signature Page to Follow

CITY OF STAYTON, by and through its elected officials

By _____
Mayor

Date _____

By _____
Public Works Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

Agency Contact:

Dave Kinney, Public Works Director
City of Stayton
362 N. 3rd Ave.
Stayton, Oregon 97383
(503) 769-2919
DKinney@ci.stayton.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Planning and Development Review Manager

Date _____

By _____
Region 2 Local Agency Liaison

Date _____

State Contact:

Brian Nicholas, P.E.
Region 2 Local Agency Liaison
455 Airport Road SE, Building B
Salem, Oregon 97301
(503) 986-2650
Brian.nicholas@odot.state.or.us



MEMORANDUM

TO: Mayor Scott Vigil and Stayton City Council

FROM: Christine Shaffer, Finance Director

DATE: November 18, 2013

SUBJECT: City Administrator Recruitment

ISSUE:

Interviews were held to fill the vacancy of City Administrator in executive session on November 8, 2013. The City Council will now determine how to move forward in the selection process.

BACKGROUND INFORMATION:

Three qualified candidates were interviewed, two were identified with the potential to move forward in the City's selection process.

There are many options available to the City Council at this time:

- ❖ Select one candidate and move forward with a conditional offer and complete the extensive background check as a condition of that offer.
- ❖ Select to have the extensive background checks completed on both candidates and wait for the results prior to making a conditional offer.
- ❖ Notify both candidates that you would like to look at more candidates prior to proceeding and do a direct mailing of the job announcement to City Administrators in Oregon.

I have included a copy of an employment contract for the City Administrator if it is the wish of the City Council to offer a candidate a conditional offer, a review of the contract addressing the terms would be necessary at this time.

STAFF RECOMMENDATION:

Staff recommends that the City Council considers looking at more candidates to be certain they are making the most informed decision in the appointment of a City Administrator for the City of Stayton.

OPTIONS:

1. Direct the Interim City Administrator to present a conditional offer to one candidate with an annual salary of \$_____, and proceed with the extensive background check.
2. Direct the Interim City Administrator to proceed with the extensive background check on both candidates, and bring results back to the City Council for discussion.

3. Direct the Interim City Administrator to notify the candidates that we would like to conduct more interviews prior to making a conditional offer, and proceed with a direct mailing of the job posting.

MOTION(S)

1. Offer a motion for the Interim City Administrator to present a conditional offer to one candidate with an annual salary of \$_____, and proceed with the extensive background check.
2. Offer a motion for the interim City Administrator to proceed with the extensive background check on both candidates, and bring results back to the City Council for discussion.
3. Offer a motion for the Interim City Administrator to notify the candidates that we would like to conduct more interviews prior to making a conditional offer, and proceed with a direct mailing of the job posting.

EMPLOYMENT AGREEMENT

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

RECITALS

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

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

Whereas, XXXXXXXX desires to become employed as City Administrator for the City of Stayton;

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

1. **Duties.** City agrees to employ Administrator to perform, on a continuing basis, the functions and duties of the position which are generally described in the Stayton City Charter, Chapter 2.08 of the Stayton Municipal Code ("SMC"), and other applicable provisions, and the proper duties and functions as the City Council shall from time to time assign.
2. **Term and Effective Date.** The term of this Agreement shall be for three (3) years commencing on the effective date of January 1, 2014.
3. **Termination.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor, with the consent of the City Council, for any reason whatsoever, with or without cause, to terminate the services of Administrator at any time prior to the expiration of said Agreement, subject to the provisions of this Agreement.
4. **Termination for Cause.** If Administrator is terminated during the term of this Agreement for cause, City shall have no obligation in respect to the severance pay described in Section 6. For the purposes of this Agreement, "cause" is defined as follows:
 - A. Indictment for an illegal act. If such indictment does not ultimately result in a conviction, then the Administrator shall receive severance pay. If the indictment does ultimately result in a conviction, the Administrator shall not receive severance pay; or,
 - B. Abandonment by the Administrator of his position as City Administrator; or,
 - C. The determination that the Administrator has committed an act of fraud, dishonesty, act of misconduct or failure to perform his duties on behalf of the City. Such

determination shall be made in accordance with the disciplinary and grievance procedures set forth in the adopted personnel policies of the City in force or effect on the date of the alleged misconduct. Provided, however, that a determination by the City Council that the Administrator has committed an act of fraud, dishonesty, act of misconduct or failure to perform shall, upon the written election of the Administrator, delivered to the City Council within ten (10) days of receiving notice of such determinations, be submitted to arbitration pursuant to the terms and provisions of ORS 36.300 to ORS 36.365.

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

6. Severance Pay.

- A. Except for the Administrator's termination for cause, as defined in Section 4 of this Agreement, the Administrator shall be entitled to receive either a lump sum or monthly severance payments (as mutually agreed) and three (3) month family health insurance coverage in the event the Administrator is terminated by the City prior to the expiration of this Agreement. Termination by the City, as used in this Section, means The Administrator's discharge or dismissal by the City, for reasons other than cause, or the Administrator's forced resignation following the request to him by the Mayor, subject to the consent of a majority of the City Council (SMC 2.08.180 (1)), that he do so for reasons other than cause.
- B. The lump sum or monthly severance payment described in this Section shall be equal to two (3) months base salary at the time of termination.
- C. As used in this Section, base salary shall be the base monthly compensation in effect at the time of termination, including any merit or cost of living increases applied since the inception of this Agreement. Said severance pay shall be paid to the Administrator within thirty (30) days after the effective date of termination either in one payment or in monthly installments as mutually agreed upon, on normal paydays.

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

- A. Base salary shall be \$XXXXXX per month. The Administrator shall be paid at the same place and time as other City employees are paid.
- B. In addition to the base salary, the Administrator shall be entitled to any cost of living salary increases that are received by other City employees who are not subject to

separate bargaining agreement. This shall include any cost of living increases applicable on the effective date of this Agreement that would have the effect of increasing the base compensation stated in 7.A above.

- C. Annually, following a satisfactory performance evaluation by the City Council, an increase in base salary, or other forms of remunerations, based solely on merit, may be mutually negotiated with the City Council.
- D. All compensation described in this Section shall be subject to customary withholdings of income taxes and shall be subject to usual employment taxes required with respect to compensation paid by the City to an employee.

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

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

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

- A. Sick Leave. Throughout the term of this Agreement, the Administrator shall earn paid sick leave at the rate of one day eight (8) hours per month credited monthly. The Administrator may utilize earned and accumulated sick leave at any time following the effective date of this Agreement. Sick leave shall be utilized subject to the terms and conditions of Section 6.3 of the City Personnel Manual to the extent that such terms and conditions do not conflict with the terms of the Agreement, in which case this Agreement shall govern. In the event of the Administrator's resignation or termination for any reason, all remaining earned and unused sick leave shall be forfeited.
- B. Vacation. Throughout the term of this Agreement, the Administrator shall earn paid vacation at the rate of three per year (10 hours per month), credited monthly. The Administrator may utilize earned and accumulated vacation leave at any time following the effective date of this Agreement. In addition, in the event of the Administrator's resignation or termination for any reason, all earned and unused vacation leave, up to a maximum of 15 days (120 hours), shall be paid in a lump sum at the time of termination, and in addition to, and independent of, any applicable severance pay as described in Section 6 of this Agreement.
- C. Personal Leave. The Administrator shall receive seven (7) days of paid personal leave annually which may be used in any combination or at any time. Award of subsequent years' personal leave shall coincide with the anniversary date of this Agreement. Personal leave days, if not used within twelve (12) months from the date of entitlement, must be used in the first three (3) months of the new anniversary year or will be lost.

D. Management Leave. It is understood by the parties that the Administrator is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and that the position may frequently require far in excess of a standard 40-hour work week to accomplish the duties of the position. It is similarly understood, however, that nothing in this Agreement shall be construed as to prevent the Administrator from compensating for periods of long hours, when City business permits, by taking occasional and reasonable management leave to rest, take care of personal business or further his professional development.

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

12. Professional Development.

- A. City agrees to budget and pay for professional fees, dues and subscriptions on behalf of the Administrator which are reasonably necessary to the continuation and participation in organizations necessary and desirable for continued professional growth and advancement.
- B. City agrees to budget and pay for travel and subsistence expenses of the Administrator for official travel, meetings and occasions reasonably adequate to continue the professional development of the Administrator, and reasonably pursue other necessary official functions for the City.
- C. The City agrees to budget and pay travel and subsistence for travel to, and attendance at various conferences for the Administrator.

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

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

15. Performance Evaluation. Annually, on or about the month of July the City Council shall conduct a written performance evaluation of the Administrator, based on performance standards established in advance by the City Council. The performance evaluation shall be reviewed with the Administrator in Executive Session, unless the Administrator invokes his statutory right to have the performance evaluation reviewed in open session.

16. Professional Liability. The City agrees to defend, hold harmless and indemnify, at its expense, the Administrator from all demands, claims, losses, damages, suits, actions, errors or other omissions, charges, expenses or attorney's fees in any proceeding brought against the Administrator individually or in his official capacity as an agent or employee of the City, provided the incident arose while the Administrator was acting within the scope of his employment, excepting there from criminal acts or acts of gross negligence on the part of the Administrator.

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

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

19. Other Terms and Conditions.

- A. Applicable Law. This Agreement is construed under the laws of the State of Oregon, the City of Stayton Charter and the Stayton Municipal Code.
- B. Attorney Fees. In the event of any action or proceeding herein, including mediation or arbitration, the prevailing party in such action or proceeding shall be entitled to reasonable attorney fees to be fixed by the presiding party, and if an appeal is taken from the decision, such further sums as may be fixed by the appellate court as reasonable attorney fees, together with prevailing party costs and disbursement incurred therein.
- C. Performance of Duties. Administrator shall perform his duties in accordance with all applicable laws, ordinances, rules and regulations applicable to his position.
- D. Entire Agreement. This Agreement, except as herein expressly provided to the contrary, constitutes the entire Agreement between the parties. The provisions of this Agreement are solely for the benefit of the parties and not for the benefit of any other person, persons or legal entities.
- E. Communications. All communications regarding this Agreement shall be sent to the City, unless the Administrator is notified to the contrary in writing. The Administrator shall advise the City, in writing, of his residence address for forwarding any communications regarding this Agreement. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to any addresses stated in this Agreement or hereafter specified by notice in writing. In lieu of mailing, written notice shall become effective as of the date it is personally delivered to the addressee.

- F. Inducements and Representations. The Administrator acknowledges that he has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or guarantees, expressed or implied, other than the expressed representations, warranties and guarantees contained in this Agreement.
- G. Assignment. This Agreement may not be assigned by either the City or the Administrator.
- H. Dispute Resolution. In the event a dispute arises under the terms of this Agreement, it shall be resolved by mandatory mediation; if it is not settled thereby, the dispute shall be resolved by binding arbitration in accordance with the Uniform Trial Court Rules of Oregon, whereupon the prevailing party may be awarded reasonable attorney's fees.
- I. Representation. The City has been represented by its City Attorney in the preparation of this Agreement. The Administrator has the right to independent counsel at his own expense regarding to the preparation of this Agreement.

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

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

“CITY”

“ADMINISTRATOR”

Signed: December _____ 2013

Signed: December _____ 2014

A. Scott Vigil, Mayor

XXXX

ATTEST: _____
Alissa Angelo, Deputy City Recorder

APPROVED AS TO FORM:

David A. Rhoten, City Attorney



MEMORANDUM

TO: Mayor Scott Vigil and Stayton City Council

FROM: Christine Shaffer, Finance Director

DATE: November 18, 2013

SUBJECT: Storm Water Management

ISSUE:

Authorizing the City Administrator to enter into a memorandum of understanding (MOU) with the Santiam Water Control District (SWCD).

STAFF RECOMMENDATION:

Staff recommends that the City Council directs the City Administrator to sign the MOU to manage the City's storm water jointly with the SWCD.

BACKGROUND INFORMATION:

Staff has been working with the SWCD for the past four months to come to an agreement on how to best manage the City's storm water. During this process we have identified the issues and problems associated with the City's storm water draining into the SWCD canals.

We have agreed to jointly complete two capital improvements projects the first will be the automation of the canals, this will greatly improve the management of the quantity of water flowing in the canals during a storm event. The second project will be the expansion of a portion of the canal where potential flooding is an issue in a five year storm event.

The City agreed to update our Public Works standards to have a minimal impact on future increases of storm water due to development. Maintenance and updates will be made within the existing storm water system to address potential pollution problems for the Districts irrigation customers.

For more transparency the City will create a separate Storm Utility Fund. The City currently maintains the storm water infrastructure through fees paid by customers to the Sewer Fund. Establishing a new utility will assist the City in meeting the future regulatory demands of storm water discharge. The understanding is that the City will have the new utility established and begin collecting fees by April 1, 2014.

Upon the completion of the recommended projects in the MOU, the City will begin paying an annual maintenance fee of \$25,000 beginning in 2019 for the district to maintain the improvements.

The City and the district have worked hard to develop a five year agreement that will properly address storm water runoff from the City and develop a good working relationship moving forward. Upon the signing of the MOU the District will withdraw their lawsuit and begin working with the City to obtain our mutual goals.

OPTIONS:

- 1 Direct the Interim City Administrator to sign the MOU with the SWCD.
- 2 Direct the Interim City Administrator to return to mediation for another desired out come.

MOTION(S)

- 1 Offer a motion for the Interim City Administrator to sign the MOU with the SWCD as presented.
- 2 Offer a motion for the interim City Administrator to continue the mediation process.

Proposal for Presentation to City Council and District Board – November 12, 2013

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2013 by and between the Santiam Water Control District (the “District”) and the City of Stayton (the “City,” and collectively with the District, the “Parties”). The MOU expresses the Parties’ agreement to implement solutions to the problems resulting from the City’s storm water discharges into waterways owned and maintained by the District. The Parties’ solutions are set forth in five categories:

- The Lawsuit
- Adaptive Management Group
- Water Quantity
- Water Quality
- Process / Procedures

I. RECITALS

1. THE LAWSUIT

The District filed a suit against the City in Marion County Circuit Court, Case No. 11C23760, which put at issue the City’s legal right to use certain irrigation canals owned by the District, including the Salem Ditch, the Power Canal, the Main Canal, and various lateral canals extending therefrom (the “Canals”) for the discharge of City storm water (the “Lawsuit”).

The City disputes the District’s claims and contends that it has a legal right to use the Canals to discharge its storm water.

The Parties acknowledge that each has advocated legal theories in the Lawsuit which, if successful, could conclusively establish whether or not the City has the right to continue to discharge storm water into the Canals. The Parties recognize, however, the practical value of their shared use of the Canals, and the need for a cooperative and collaborative approach to addressing matters relating to the City’s present and future storm water discharges into the Canals. The Parties further recognize that a judicial resolution of legal rights might not solve the practical problems each face and could well exacerbate those problems.

The Parties accordingly have elected to resolve their differences, recognizing that they are neighbors and that agreement on protocols and procedures for the shared use of the Canals is in their mutual best interest.

The Parties therefore agree that although this MOU will result in a dismissal of the Lawsuit, it does not resolve the underlying legal questions presented in the litigation. The Parties also agree that this MOU does not create, grant, or modify existing legal or equitable real property rights concerning the Canals. Further to this end, nothing in this MOU shall be deemed a statement of

Proposal for Presentation to City Council and District Board – November 12, 2013

law or an admission of any fact relating to legal or equitable real property rights concerning use of the Canals.

Accordingly, the Parties choose to resolve this dispute by creating a framework for shared use in this MOU. Because the Parties are not agreeing to a Stipulated Judgment with respect to property rights, the Parties must dismiss the Lawsuit without prejudice instead of with prejudice. However, the Parties intend that this MOU should serve to resolve the matters addressed herein without any further need for litigation.

2. ADAPTIVE MANAGEMENT GROUP

The Adaptive Management Group (AMG) process set forth below in this MOU is intended to facilitate dialogue and collaboration between the City and the District. The AMG will meet regularly to guide the integration of each entity's individual goals, policies, and operations into a joint vision for the development, operation, and maintenance of a shared storm water system. The AMG may form smaller workgroups or subcommittees to work on specific projects or focus areas. The Project Management Committee (PMC) defined in Section III.2.D below is a subcommittee of the AMG.

The AMG is to be an advisory group whose aim is to facilitate information exchange and communication between District and City on policy issues related to storm water management. While its purpose is to try to achieve consensus on policy issues, it is not a decision-making body. It is acknowledged that Parties may have divergent views on certain details of policy, standards, and procedures while still agreeing on the overall goals, purposes, and desired outcomes of this MOU. The AMG shall record the perspectives of each Party to the City Council and to the District Board. If, however, there are fundamental differences as to compliance with this MOU, a special dispute resolution procedure has been established in Section III.7 of this MOU to deal with such issues.

The PMC is a project-oriented group, whose principal purpose is to facilitate the implementation of the projects set forth in this MOU. Its purpose is to achieve consensus on implementation of those projects. The PMC is a decision-making body, and the District and the City each have a vote. Inability to obtain consensus in the PMC shall give either party the right to invoke dispute resolution procedures as described below in Section III.2 or III.7 of this MOU.

3. WATER QUANTITY

The capacity of the Salem Ditch has been estimated by the District's consultant, AMEC, to be approximately 89 cubic feet per second ("cfs") at a restriction point located downstream of Shaff Road. The District has an obligation to deliver 102 cfs to Mill Creek for City of Salem aesthetic and recreational purposes plus additional obligations during the irrigation season to provide irrigation water to individual patrons on Salem Ditch and along Mill Creek, for a total estimated obligation of about 125 cfs. The District requires a delivery capacity of 125 cfs (with one foot of freeboard).

The area modeled within and outside of the City has an estimated storm water runoff from a 25-year storm event of approximately 120 cfs (excluding Norpac) into the Salem Ditch. As an

Proposal for Presentation to City Council and District Board – November 12, 2013

additional safety measure, the City and the District would prefer that the Salem Ditch be capable of handling a 50-year event (approximately 135 cfs (excluding Norpac discharges). The capacity of the ditch should also be capable of accommodating the anticipated runoff from Norpac (assumed to be an additional 10 cfs). A target minimum ditch carrying capacity of approximately 150 cfs (with one foot of freeboard) is desired to handle all of the existing runoff into Salem Ditch from the various sources.

The City further recognizes that development activities have increased storm water runoff since the time the District acquired the Canals. Based on the City's rough calculations, the increase in flow into Salem Ditch since the mid-1980s is approximately 17 cfs for a 25-year event.

Storm water flow into the Power Canal is a small percentage (<10 cfs for 25-year event) as compared to the total flow in the Power Canal (typically around 350 cfs, but potentially as high as 1050 cfs). Flow in the Main Canal is normally about 250 cfs during the irrigation season and 70 cfs during the non-irrigation season. Storm water runoff into the Main Canal (10 cfs for the 25-year storm event) is relatively minor compared to the increase in storm water runoff in Salem Ditch. However, the increase in flow could cause operational issues downstream at a private power facility and diversion to Collier Lateral because it contains weirs, check structures, and other water control devices.

4. WATER QUALITY

Urbanized areas in the City contribute storm water discharges into the District Canals, with the majority of such discharges occurring during months when irrigation does not occur. The City's storm water is currently managed under the regulatory requirements of their TMDL Implementation Plan. Despite City's best management practices, it is impracticable to ensure that the City's storm water does not have some water quality impact on the Canals. The protocols and procedures outlined in this MOU, however, are designed to minimize and manage such risks and impacts.

The primary concerns shared by the Parties are (1) potential liabilities and risks associated with pollution or a spill, (2) potential impacts of current or future regulatory constraints, and (3) potential regulatory impacts resulting from co-mingled irrigation and urban storm water runoff. The ability to control the risks of a spill is complicated by the fact that there are County rights-of-way and private land interests within the City's urban growth boundary. The fact that the City is located upstream of the majority of the District's facilities results in a potentially larger area affected by a spill as opposed to a spill that occurs further downstream in the District's system.

5. PROCESS/PROCEDURES

The City's existing plans including the City's Storm Water Master Plan (SWMP) and Development Standards have largely been developed with relatively minimal input from the District. However, both the District and the City have a key interest in the impacts that City activities have on the water quantity and quality discharged into the Canals. Development activities based on current policies and City storm water standards could introduce additional risks to the District. The City's current standards require detention for up to a 25-year storm event. The City agrees (1) that the City's storm water management standards will be revised to

Proposal for Presentation to City Council and District Board – November 12, 2013

require detention sufficient to accommodate a 50-year storm event, and (2) to make improvements to the City's Best Management Practices (BMPs) for storm water management. Both parties agree that more stringent requirements for new development are warranted.

The Parties acknowledge their responsibility to comply with any applicable permitting and other regulatory requirements in performing the projects contemplated by this MOU.

II. DESIRED OUTCOMES

The following are statements of the Parties' desired outcomes for the implementation of this MOU from the perspective of each Party noted:

- City and District desire to be fiscally responsible in addressing storm water and its management but mutually recognize that improvements as stated in the MOU are needed.
- City and District desire future communication between them to be frequent, open, and constructive on matters within the scope of this MOU.
- City desires the flexibility in its land use policy and procedures and flexibility in development and continued development opportunities.
- City desires to manage storm water within the City so as to reduce risks of flood damage to its citizens.
- City desires to have certainty regarding its ability to continue its historic practice of discharging storm water into the canals.
- District desires that its agricultural return flow exemption from water quality regulation remain uninhibited and unaffected by storm water discharges.
- District desires that projects related to the improved detention and management of storm water be fully funded and diligently completed within the timelines specified in this MOU.
- District desires that the City's planning process take into account the District's need for access to its maintenance easements along the canals.

III. SPECIFIC AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. THE LAWSUIT

The District will dismiss the lawsuit without prejudice within ten (10) days after both Parties have signed this MOU.

Proposal for Presentation to City Council and District Board – November 12, 2013

2. ADAPTIVE MANAGEMENT GROUP

- A. Goals.** To improve the coordination and communication between the City and the District, the parties will jointly form the AMG. The AMG will meet within 30 days of the signing of this MOU and thereafter as described in Section III.2.F below to review storm water issues of common interest, including policies, procedures, standards, and plan development. The AMG will enable the District to communicate its concerns about the management of City storm water that flows into the canals and participate in the development of City policies that affect the canals including access to, and the quantity and quality of, city storm water that flows into the canals. The AMG will be an issue-based advisory group that will search for creative, cost effective solutions to best serve the combined interests of the City of Stayton's citizens and the District's patrons.
- B. Implementing Water Quantity and Quality Improvements.** In addition to the specified projects required by this MOU, the parties mutually desire the completion of water quantity and quality capital improvements some of which have been identified in the City's Storm Water Master Plan (SWMP) as well as other improvements not previously identified in the SWMP or MOU. Through the AMG, the District will be an advisor to the City and provide input to the City as to the identification, prioritization, location, and type of improvements.
- a.** The District will invite the City to participate in the development of the District's Water Management and Conservation Plan (WMCP).
 - b.** The City will invite the District to participate in the development of an updated Storm Water Master Plan.
 - c.** The parties understand that many of the projects in the City's SWMP have not been implemented. Some SWMP projects, however, could if implemented significantly improve the storm water problems experienced by both City and the District. Upon completion of payment to meet the City's obligations specifically required by the MOU, the City agrees to continue to dedicate revenue to fund additional storm water capital improvements, as determined by the City, with input from the District in the AMG, as described herein.
- C. Membership.** The AMG shall have four members: the Manager of the District; a member of the Board of Directors of the District to be designated by the District; the City Public Works Director; and a member of the City Council to be designated by the City. Ex officio participants may be added to provide engineering expertise and technical support services.
- D. Committees.** The AMG shall have the authority to form committees and shall form and sustain a Project Management Committee (PMC) to work together on the MOU projects described herein. The PMC will consist of the Parties' consultants, the District Manager and the City Public Works Director. The PMC

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will address cost estimating and design, and will identify any opportunities to obtain grants or third-party financing. Once these items are agreed upon, the parties will work together in each case to develop plans upon which to solicit bids for work to be done. Once the winning bid is selected, financing is secured, and the contract awarded, the District will manage the construction and ongoing maintenance on District-controlled lands and facilities; the City will manage the construction and ongoing maintenance of such items, if any, on City-owned or controlled property. Decisions of the PMC shall be by consensus.

E. Expeditious Dispute Resolution. If consensus is not reached within the PMC on any issue of cost, engineering, or design, the Parties shall refer the issue to the AMG to reach consensus utilizing input on the issue, as necessary, from their respective principals (City Council and District Board). If consensus is not reached by the Parties, then the AMG shall choose and jointly fund a third-party neutral consultant-arbitrator, who is a qualified engineer or contractor, as is appropriate to the issue at hand. Each party shall articulate in writing to the consultant-arbitrator its perspective, the nature of the dispute, and, if possible, suggestions for resolution. The decision of the third-party consultant shall be final. The dispute resolution process outlined in Section 7 shall not apply to the expedited PMC dispute resolution process. In arriving at a decision, the consultant-arbitrator shall attempt as nearly as possible to accommodate the key needs of each party. In the event that the consultant-arbitrator rules in favor of the non-requesting party and finds that the request to arbitrate was frivolous or sought for purposes of harassment, the arbitrator may, at the arbitrator's discretion, award the prevailing/non-requesting party its costs including its share of the arbitrator's fee and reasonable expert and attorney fees and costs.

F. Meetings. The Parties contemplate that the AMG will hold meetings as follows:

- a. Annual Meeting.** The AMG shall hold an annual meeting at which it shall:
 - i. Review relevant work completed by each Party in the prior fiscal year;
 - ii. Review relevant projects currently underway. Review the PMC's success in designing projects, developing cost estimates, applying for grants, and obtaining financing as needed to implement the identified improvement projects;
 - iii. Allow each party to propose projects for the upcoming fiscal year. The AMG may recommend projects to the City and the District that they believe should be pursued or performed within the available budget. In recommending projects, the AMG will consider needs, operations priorities, and financial constraints that affect the City and the District;

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- iv. Appoint additional sub-committees as needed;
 - v. Assign tasks and review progress; and
 - vi. Discuss administrative policies and procedures.
 - b. **Quarterly Meetings.** Until completion of the Phase One and Phase Two priority projects of this MOU, the AMG will hold quarterly meetings to focus on the planning, funding, and implementation of Phase One and Phase Two priorities, as described in Section 3 “Water Quantity” and Section 4 “Water Quality” of this Agreement, and any other issues of concern regarding this MOU and the progress of the Parties in accomplishing its goals and tasks. No quarterly meeting shall be requested during the quarter of the annual meeting.
 - c. **Special Meetings.** Upon request of either the City or the District, the AMG shall hold additional meetings as needed to address matters of concern to the District or the City.
 - d. **Other Meetings of the Parties.** The full governing bodies of each party shall meet together informally once each year to share their respective perspectives on topics of mutual concern.
- G. Record.** The AMG and its committees shall create written summaries of the items discussed at its meetings which shall be provided to the City Council and the District Board.
- H. Administrative Costs.** The administrative activities of the AMG shall be jointly financed by the City and the District, which shall each provide staff as needed to meet the AMG’s administrative needs, and for grant writing and grant administration. Given the limited staff and resources of the parties, however, it is anticipated that these administrative costs shall be kept low.

3. FUNDING FOR IMPROVEMENTS

- A. City to Adopt Storm Water Management Fee.**
- a. **City Ordinance.** The City shall, concurrently with its acceptance of this MOU, create a Storm Water Utility and adopt a monthly Storm Water Management Fee sufficient to generate a minimum of \$230,000 in projected annual revenue by Fiscal Year 2015.
 - b. The City agrees to use a portion of the revenue from the Storm Water Management Fee sufficient to adequately fund its obligations as provided herein for the Phase One and Phase Two capital improvements, noncapital improvements, and projects of this MOU and the other actions required by, and more specifically described elsewhere in, this MOU.

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- i. Phase One Contribution to Automation Improvements in the amount of \$230,000.
- ii. Phase One Updating of development standards.
- iii. Phase One Enhanced Water Quality Monitoring and public education.
- iv. Phase One Creation of a Spill Prevention and Response Plan.
- v. Phase One Ongoing Contribution to AMG/PMC Administrative Costs.
- vi. Phase One Update of Stayton Industrial Park and detention facilities.
- vii. Phase Two Contribution to Salem Ditch capacity improvements in the amount of \$150,000.
- viii. Phase Two Main Canal Outfall Improvements.
- ix. Phase Two upgrade of insurance as set forth in Section III.5.A.b.
- x. Phase Two Project to address winter flows in the Main Canal.
- xi. Beginning in October 2019, contribution of \$25,000 annually to District projects as set forth in and subject to Section III.4.A.d., e., and f. below.

B. City to Adopt a Storm Drainage Development Charge (SDC)

- a. The City will adopt a Storm Drainage System Development Charge (SDC) to partially finance storm drainage capital improvements that benefit new development as per the approved SWMP.
- b. The Parties recognize that SDC funds cannot be used for ongoing storm water system operations and maintenance costs or to remedy existing problems.

4. WATER QUANTITY

This section of the MOU addresses concerns about managing existing City storm water as well as dealing with future growth of the City, and additional storm water runoff that the growth may entail. The Parties agree that certain capital improvements are necessary to (1) increase the capacity of the Canals to jointly accommodate the District's obligations to deliver certain quantities of water and the City's discharge of storm water in the Canals; (2) increase the Parties' ability to effectively and efficiently manage and control the flow of water within the Canals; and (3) mitigate against the effects that further growth or development within the City may have on

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the quantity of storm water flowing from the City into the Canals.

A. Covenants and Agreements with Respect to Water Quantity

- a. The City agrees to develop and enforce storm water and design standards such that whole site, post-development peak hour runoff from a storm event (“peak flow”) from a 25-year storm event from new development (or significant redevelopment) will be less than or equal to existing whole site pre-development (“whole site pre-development” means site conditions existing at the time of the land use application) peak flow from the 10 year storm event. The City’s storm water and design standards shall require detention volume for up to a 50-year storm event. Such storm water and design standards shall be in place and enforceable not later than December 31, 2014. This will ensure that the Automation and Salem Capacity Ditch Improvements (referred to below) will be adequate in the future, even with minor unregulated activities. As set forth in Section III.2.A of this MOU, the Parties will jointly participate in the development of these standards, policies, and procedures in the AMG wherein the District will have the opportunity to advise the City as to its issues and concerns.
- b. After the standards are updated, the City agrees that it will not knowingly approve any land use application for any development or change in an existing development which would increase the peak flow of storm and surface waters from the City into the Salem Ditch without having (i) made provision for storm water detention facilities adequate to meet design standards developed under this MOU, which facilities must be constructed and operational upon completion of the development in question; or (ii) improved existing storm water detention facilities, consistent with the design standards developed under this MOU. Given the City’s need for some latitude and flexibility, however, the City may authorize development or redevelopment that has a minimal net effect on the Salem Ditch 50 year peak flows. If the District contends that the City has violated this provision, the District shall, first meet and confer with the City in the AMG to advise the City of its concerns and ask the City to resolve the problem. If no solution is reached satisfactory to both parties, then either party may institute the Expedious Dispute Resolution process set out in Section III.2.E above.
- c. **Capital Replacement and Repair.** The City shall contribute to the replacement or repair cost of the following capital improvements related to storm water management:
 - i. Repair or replacement of automation equipment at the (1) upstream end of Salem Ditch at the diversion from the North Santiam River; (2) Butler Ditch; (3) Mix Ditch; and (4) Main Canal;
 - ii. Flow monitoring stations; and

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- iii. SCADA system.
- d. Contributions to Canals Upkeep: The City shall contribute to periodic maintenance and capital improvement projects for the Canals related to storm water management (e.g., sedimentation removal, erosion control, repair, and other relevant water management tasks within those Canals).
- e. The City contribution for items c. and d. above will be \$25,000 annually beginning in October 2019. The parties agree this is a negotiated amount and not intended by the parties to represent an estimate of any actual costs caused by the impact of storm water. The District will provide annual reports to the AMG on its capital investments and maintenance projects. The District's reports will specifically include information on those projects within the City's Urban Growth Boundary (UGB).
- f. Beginning in October 2020, the City's annual contribution to the District shall increase by an amount equal to the change in the U.S. Bureau of Statistic's Consumer Price Index, Western Region (CPI-W) for the period of time between September 30 of the prior year and September 30 of the calendar year.

B. Phase One Projects to Address Water Quantity Issues

- a. **Timing.** Barring circumstances beyond the Parties' control, the Parties shall complete the Phase One automation project within five years of the effective date of this MOU. The phrase "circumstances beyond the Parties' control" generally include physical limitations, delays in grant funding, or changes in regulation which cause delay, not foreseen by either of the Parties which cause unanticipated delays, but which are surmountable, and specifically exclude the City's failure to contribute or fund such Phase One projects in the amounts set out below.
- b. **Automation Improvements.** To address water quantity concerns, both the City and District agree that it is in the best interest of both parties to automate the head gates at (1) the upstream end of Salem Ditch at the diversion from the North Santiam River; (2) at the Butler Ditch; (3) at the Mix Ditch; and (4) at the Main Canal. In addition to the automated head gates described above, the automation improvements shall also include (5) automation of existing fish screen and head gate facility at the diversion from the North Santiam River, and (6) automated controls at the Water Street Hydropower facility (all of items (1) through (6) being herein collectively referred to as the "Automation Improvements"). Increased automation has multiple benefits. Automation assists in storm water management, can be used to mitigate water quality risks, and can provide for increased flexibility and improved management of irrigation. By controlling the head gates, the District can better manage the flows delivered to its patrons, and also mitigate the risks that come from

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increases in flows that result from rising upstream river levels and runoff discharges into the Canals. For the purposes of this MOU, Automation of the Salem Ditch head gates is the Parties' highest priority.

- i. **City's Financial Contribution.** The City shall contribute \$230,000 to fund construction of the Automation Improvements. In Fiscal Year 2014, the City will budget funds in the amount of \$230,000 and hold such funds in cash reserve. The City will disburse the funds to the District once notified that the District is ready to proceed with the Automation Improvements. The District shall seek bids for such work and shall meet and confer with the City to review and obtain the City's input on contractor proposals. It is in the Parties' mutual interest to obtain a high-quality, long-lasting facility at a reasonable, competitive price.
- ii. **Third-Party Funding.** The Parties shall seek all available third-party funding, including grants from federal and state agencies, to finance the Automation Improvements. The Parties recognize that their ability to obtain such financing will likely be improved if (a) the Automation Improvements are proposed as a comprehensive project rather than a series of individual improvements and (b) the Parties submit joint applications for financing from third-parties. The Parties shall cooperate to collect, prepare, and submit information required for any application for third-party financing that they agree to submit.
- iii. **Insufficient Third-party Funding.** If within three (3) years of the signing of this MOU, a grant contribution has not been obtained that would fully fund the Automation Improvements, the PMC will confer to determine which of the following options, or combination of options, will be utilized to close any funding gap:
 - a) Whether to reduce the immediate scope of the project and fund component parts in phases;
 - b) Whether to extend the time frame for project completion and reapply for grant funding and search for additional sources of grant funds;
 - c) Any other solution the Parties mutually agree on to complete the project improvements.

In the event that a decision for funding and completing the Automation Improvements is not reached by consensus in the PMC, the matter shall be resolved by a third party choosing one of these three options, or some blend of them that provides the

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greatest benefit given the goals and intentions of the Parties expressed in this MOU.

- iv. **The Stayton Industrial Park.** The City shall update the Stayton Industrial Park basin, and repair the outlet structure and basin banks to restore original design functions and capacity, including:
 - a) Limiting discharge into Butler Lateral to a maximum rate of 4.3 cfs under 5-year storm conditions.
 - b) Installing an adequate skimmer system to remove floating pollutants prior to discharge into Butler Ditch.
 - c) Installing a control gate which can temporarily stop all discharge in the event of a spill.
 - d) All other conditions of approval contained in a letter from Santiam Water Control District submitted to the City dated March 3, 1980, Re: Stayton Industrial Properties Drainage Plan.

C. Phase Two Projects to Address Water Quantity Issues

- a. **Timing and Funding of Phase Two Capital Projects.** The Parties agree that the timing and funding of the following capital projects will be determined by the PMC. Both Parties agree to prioritize the following capital improvement projects to improve operations and mitigate risks with regard to water quantity. Both Parties will work together in the PMC to seek third party funding for projects listed below. In prioritizing among the list of projects, the costs will be weighed against the benefits of these improvements and the risks associated with them. Both Parties recognize that changes will take time, and the rate of implementation of significant capital expenses will be subject to availability of supplemental funding as provided by grants and as may become available from funds generated by the Storm Water Management Fee.
- b. **Salem Ditch Capacity Improvements.** It is in the joint interest of both Parties to expand the capacity of the Salem Ditch downstream of Shaff Road, as agreed on by the Parties. Prior to construction, this improvement will require additional engineering, potential easement acquisition, and potential permitting. The target minimum capacity of the Salem Ditch downstream from Shaff Road shall be approximately 150 cfs to meet both District and City needs.
 - i. **City Financial Contribution.** The City shall contribute \$150,000 to the cost of the Salem Ditch Capacity Improvements. The City's financial contribution shall be used to contribute to the financing of engineering and related design costs, permitting and compliance

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measures, regulatory approval costs, material costs, and any land or easement acquisition, equipment and construction costs.

ii. **District Contributions.** To reach the 150 cfs target flow capacity in Salem Ditch, the District shall:

- a) Share with the City any existing technical, engineering or design information relevant to Salem Ditch expansion;
- b) Facilitate contact and negotiations with abutting landowners to obtain, as needed, written permission for entry and access to perform the Salem Ditch Capacity Improvements;
- c) Complete all engineering, obtain all permits, and other regulatory approvals required to perform the Salem Ditch Capacity Improvements; and
- d) Construct the Salem Ditch Capacity Improvements using the District's equipment, labor, and technical expertise reasonably within the District's current capacity. To the extent the any part of such construction work is not reasonably within the District's current capacity, the PMC shall choose a qualified third-party contractor to assist the District in construction.

iii. **Insufficient Funding.** If the full amount of funds necessary for the Salem Ditch Capacity Improvements has not been obtained by the means described above, the PMC will confer to determine which combination of the options described under "Insufficient Funding" in Section III.4.B.b.iii will be utilized to close the funding gap.

c. **Main Canal Flows.** To address the winter flows in the Main Canal, the Parties shall first investigate the private hydro power facility and the Collier Lateral area. This investigation shall look at bypass capacity (and authority to use), hydro facility capacity, operational needs, and the impacts on ditch levels and operations resulting from storm water runoff. Existing concerns may be addressed with minor management or capital improvements at or near the hydro facility.

5. WATER QUALITY

This section of the MOU addresses concerns about managing the quality of storm and surface waters. With respect to water quality, the Parties agree that certain capital improvements are necessary to (1) address the District's concerns that City storm water impairs the quality of water flowing within the Canals and (2) mitigate against the effects that further growth or development within the City may have on the quality of storm water flowing from the City into the Canals.

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A. Covenants and Agreements With Respect to Water Quality

- a.** The City agrees that the City shall not knowingly take future actions which decrease the quality of storm and surface waters from the City flowing into the Canals to an extent greater than what would be anticipated from urban runoff employing BMP's currently employed in the City of Portland, Oregon for similar land uses. If the District contends that the City has violated this provision, the District shall, prior to resorting to any other remedy, meet and confer with the City in the AMG to advise the City of its concerns and ask the City to resolve the problem. If no solution is reached satisfactory to both Parties, then the AMG may, upon consensus agreement, refer the matter for final resolution according to the Expedited Dispute Resolution Process provided in Section III.2.E.
- b.** The Parties will work together to obtain pollution insurance with a minimum coverage of \$1M/occurrence by July 1, 2015 to protect the City and District from potential liabilities for discharges within the City. If it is in the best interest of both Parties to obtain a joint insurance policy, then the cost of such a policy shall be shared by the parties proportionately to the cost of the individual policies for each party for identical coverage.
- c.** Both Parties agree that it is in their mutual interest to develop BMPs that upon implementation will mitigate the risk of contaminants entering the waterways. The AMG shall be convened to commence work within 30 days of the execution of this MOU and BMPs shall be incorporated into the City's updated Development Standards no later than December 31, 2015.
- d.** The City will comply with all applicable requirements of Oregon's Water Pollution Control Act and the United States' Clean Water Act. The City will continue its water quality monitoring program with modifications. In collaboration with the District, the City will develop a protocol for testing on or before July 1, 2014, and the City shall endeavor to sample in the fall (October/November) of 2014 depending on the weather. The District will review the testing parameters and testing locations and provide recommendations for potential modifications, with sensitivity to additional cost implications.
- e.** Both parties recognize that water quality standards and the implementation of these standards are continually changing (e.g. Federal and State requirements such as an Oregon Department of Environmental Quality (DEQ) NPDES permit, Endangered Species Act, and Food Safety and Modernization Act). Where storm water or other regulatory changes affect the District or the City, both Parties will work together in the AMG

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process to identify and implement cost-effective solutions to address such changes.

- f. The City and the District will each work to educate City residents and District patrons on storm water issues. These efforts should inform the residents and patrons of measures the Parties undertake and correct misconceptions such residents and patrons may have about the existing storm water discharges.

B. City Projects to Address Water Quality Issues

- a. **Timing.** Barring circumstances beyond the Parties' control, the Parties goal is to complete the Phase One water quality projects within two years of the effective date of this MOU. The phrase "circumstances beyond the Parties' control" generally include physical limitations, delays in grant funding, or changes in regulation which cause delay, not foreseen by either of the Parties which cause unanticipated delays, but which are surmountable, and specifically excludes the City's failure to contribute or fund such Phase One projects.

- b. **PHASE ONE Development of a Spill Prevention and Response Plan.** The Parties shall jointly develop a Spill Prevention and Response Plan. This plan would identify potential spill risks, mitigation measures, and operating policies, standards and procedures, and define the roles of each party in responding to and cleaning up a spill. The Spill Prevention and Response Plan may include recommendations for additional capital improvements to avoid potential downstream impacts or risks to agricultural users if a spill does occur. The Parties recognize that the City does not control spills other than from City vehicles and City property.

In Phase One, the City shall fund the cost to develop a Spill Prevention and Response Plan. The Spill Prevention and Response Plan shall implement reasonable measures to (a) prevent spills of hazardous materials that may impact storm water within the City that flows into the Canals and (b) establish response and clean-up procedures to be followed in the event of a spill of hazardous materials within the city limits of the City. The District and other stakeholders will be invited to participate in the development of the Spill Prevention and Response Plan. The City shall oversee the implementation of the Spill Prevention and Response Plan. The District's concerns about implementation, if any, are to be addressed in the AMG.

- c. **PHASE TWO Main Canal Outfalls.** The water quality flowing from outfalls along the Main Canal shall be improved by BMPs for pollutants, principally by the installation of pollution control manholes and outfall modifications at the following designated City storm sewer outfalls:

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- a) Noble Street Outfall(s);
- b) Holly Street Outfalls (2);
- c) Gardner Avenue Outfall.

The City shall finance and perform the improvements required by this Section by June 30, 2019, and shall maintain these water quality manhole devices. The improvements required by this Section do not include pollution filtration devices or large scale hydro-dynamic separation facilities.

6. POLICIES AND PROCEDURES

A. Development Standards

The City recognizes that the District is a key stakeholder in the City's storm water system. As such, the City shall involve the District in the current process of updating the City's development and public works design standards. These standards shall be largely modeled after the storm water design standards of the City of Portland, Oregon, which are more progressive than current City standards. In updating the City storm water design standards, local conditions (groundwater levels, permeability of soils, etc.) will be considered. Recommendations for Low Impact Development standards and practices (LIDs) will be considered. Standards will be updated to require that peak post development flows be less than or equal to peak pre development flows and that water quality provisions will be incorporated in new development designs. Standards will vary depending on the type, location, and size of the development (e.g. higher standards will be imposed for those areas that result in a discharge to the District's Main Canal or Butler Ditch downstream of their respective head gates). Various triggers will be developed such that different levels of standards will be applied to developments and redevelopment activities depending on the size of the development or the extent of redevelopment activity. Standards will be in line with current development practices for the region, and will be sensitive to the cost impacts on developers.

B. Land Use Process

The City agrees to modify its processes and policies to include inspection of "private" storm water facilities after construction is completed to determine if the facilities are in conformance with approved plans. The City will provide City staff with enforcement authority to require compliance and long-term maintenance of private facilities. The City will coordinate its modification of those processes and policies with input from the District through the AMG. The first phase of such modification will be in place by December 31, 2014.

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7. DISPUTE RESOLUTION

Disputes referred for resolution pursuant to this section shall include only those on matters related to compliance with this MOU. To accomplish this function, the AMG shall establish a Dispute Resolution Committee (DRC), consisting of the Manager of the District, the City Public Works Director, and any counsel such Parties choose to include. The DRC shall meet as soon as possible but not later than 30 days after a Party has notified the other in writing ("Notice") of a claimed breach or violation of the MOU. The DRC shall endeavor to resolve the matter prior to engaging in mediation or arbitration. If within 60 days of the Notice the matter has not been resolved, the Parties shall promptly schedule another meeting with a third-party, neutral mediator acceptable to each. The Parties agree for five years from the date of signing, Judge Mary Deits, or such other qualified mediator as the Parties may select, will mediate any dispute that arises under the terms of this MOU.

If after such mediation, resolution is still not possible, the mediator shall in writing declare which issues have been resolved, if any, and which remain in impasse (the "Mediator 's Findings") and send the Mediator 's Findings to each Party. The Parties shall thereafter submit the matters as to which there remains an impasse to arbitration. Unless either Party objects within 15 days of receipt of the Mediator's Findings, the mediator shall be the arbitrator in this phase of the process and shall decide the dispute and the appropriate remedy. If through unavailability of the mediator or objection by either Party an arbitrator must be found, then the Parties shall select a neutral, third-party arbitrator from common names on lists submitted by each Party to the other. If a common name does not appear on the Parties exchanged lists, the Parties shall continue to exchange lists of potential arbitrators until one is found.

The Parties shall share equally the costs of mediation undertaken pursuant to this Section 7. If the parties request arbitration of any issue or matter upon which the Mediator's Findings recommended a decision, and arbitration results in a decision consistent with the Mediator's Findings, the Party advocating for an arbitration decision inconsistent with the Mediator's Findings shall be responsible for all costs of the arbitration, including the arbitrator's fee and the other Party's reasonable attorney fees and costs.

8. SUSPENSION OF LITIGATION AND NON-WAIVER

The Parties agree that, once the Lawsuit is dismissed, neither of them will file any lawsuit, action, claim or other proceeding arising out of an alleged failure of the other Party to fulfill any obligation imposed by this MOU during the first five (5) years following the effective date. Following that date, Parties shall still try to resolve any disputes through the dispute resolution process described in this section, but shall not be obligated to continue to arbitration, and shall be free to pursue any applicable legal remedies. A Party may still elect to proceed to arbitration by notifying the mediator and the other Party in writing, but in doing so it will be deemed to have waived its right to pursue legal action on the claim that has been placed before the arbitrator.

This MOU does not resolve the underlying legal questions presented in the litigation referred to in this MOU, including without limitation the issue of payment of attorneys' fees or consultant costs, nor create, grant, or modify existing legal or equitable real property rights concerning the Canals. Nothing in this MOU shall be deemed (i) a statement of law or an admission of any fact

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relating to legal or equitable real property rights concerning use of the Canals; or (ii) a waiver or satisfaction of any Party's claims against the other, all of which claims are hereby expressly reserved. This MOU and the dismissal without prejudice shall not be used as a bar or defense to any such claims.

City of Stayton

MEMORANDUM

TO: Mayor Scott Vigil and City Council Members
FROM: Dan Fleishman, Planning and Development Director
Rich Sebens, Police Chief
DATE: November 18, 2013
SUBJECT: City-initiated Annexation of Street Rights of Way, Property currently Partially in the City, and City-owned Property

ISSUE

The issue before the City Council is whether to initiate annexation of various sections of street right of way, portions of two publicly-owned parcels that are currently partially in City Limits, and portions of four privately owned parcels that are partially in the City Limits, and one City-owned parcel that is not within the City. This issue was presented to the City Council at the November 4 meeting but no action was taken at that time, as those Councilors present chose to defer action until a full Council was in attendance.

BACKGROUND

Over time, as the City has annexed territory into the City Limits, the annexations have not always included the entirety of the street right of way. This results, for instance, in a vehicle traveling west on Shaff Road from Cascade Highway/First Ave. starting outside of the City, entering the City, leaving the City, re-entering the City, and finally leaving the City a second time before the vehicle crosses Salem Ditch. This can present difficulty for the Stayton Police Department and Marion County Sherriff's Office in determining jurisdiction on traffic accidents or other public safety incidents.

In addition, there are a number of properties partially within the City Limits, with two residential properties appearing to have the City Limits passing through the house. Finally, the City's Pine Street water reservoir is not located in the City.

Placing these properties within the City will facilitate law enforcement activities by clarifying the jurisdiction of the Stayton Police Department.

ANALYSIS

Street Rights of Way

There are nine street "right of way" segments that staff has identified that could be brought into the City Limits. These are:

- Shaff Road (3 separate segments between Salem Ditch and Cascade Highway)
- Kindle Way (the northern portion)

- Cascade Highway, between Shaff Road and Highway 22
- Fern Ridge Road (2 segments between Foot Hills Church and Highway 22)
- E Jefferson St, east of N 19th Ave
- Stayton Road, west of Rogue Ave

Five of the above segments are smaller than one acre and could be annexed by the City Council. The other four are large enough that voter approval is required.

Publicly Owned Parcels

Both the Stayton Middle School property and Wilderness Park (owned by the Santiam Water Control District) are partially within the City and partially out of the City. While the City has executed an agreement with the Santiam Water Control District to allow the Police Department to exercise its jurisdiction outside of the City Limits, we have no such agreement with North Santiam School District. Whereas the portions of these parcels that are outside of the City are more than one acre, these annexations would need to be sent to the voters for approval.

Privately Owned Parcels

There are four tax parcels off of Scenic View Dr that are partially within the City. All of these parcels receive City water and sewer service. The City Limits appear to cross right through two of the homes. Again, police agency jurisdiction would be clarified if the entire property was within the City. Staff has not yet contacted the owners of these parcels to see about their willingness for annexation.

Since the November 4 City Council meeting, staff has researched the property tax impacts of annexation on these four parcels. Currently each parcel receives two tax billings, one with the City’s tax rate included; the other without. Information on each parcel is shown below.

Address	TAV at City Rate	TAV at County Rate	Total Taxes	Total Taxes if Annexed	Additional Taxes If Annexed
1510 Gossamere Lane	\$183,840	\$27,490	\$2,974	\$3,092	\$118
2000 Scenic View Dr	41,550	468,940	5,613	7,797	2,184
2020 Scenic View Dr	3,670	370,070	4,264	5,718	1,454
1650 Scenic View Dr	234,660	26,820	3,815	4,000	185

Pine Street/Water Reservoir

A portion of Pine St is not dedicated as street right of way and is part of the tax parcel on which the City’s Pine St water reservoir is located. The entire parcel is located outside of the City. This parcel is larger than one acre and would require voter approval.

Should the City Council be willing to proceed with annexation, staff will prepare a resolution for City Council approval to initiate the process. Staff will also contact the property owners to determine their consent for annexation. Unless the City Council indicates otherwise, staff will include property only if the owner consents to annexation. Staff will also proceed to have legal descriptions and maps prepared to be part of the resolutions and ordinances.

Once a resolution initiating the annexation process is adopted by the City Council, staff will schedule a public hearing before the Planning Commission. The Planning Commission’s

recommendation will come back to the City Council, which must hold a second public hearing. For the parcels or portions of rights of way under one acre in size, the City Council may enact an ordinance which will finalize the annexation procedure. For those larger than one acre, staff will present the City Council with a resolution sending the annexations to the voters for approval. Our target is the May 2014 election, which means the resolution will need to be approved by the City Council no later than its second meeting in February. Once the voters approve the annexations, staff will return to the City Council with an ordinance, which will finalize the process.

RECOMMENDATION

City staff recommends the City Council initiate proceedings to annex the street rights of way and request staff contact the property owners to determine consent for annexation.

OPTIONS AND MOTIONS:

Staff has provided the City Council with several options, each with an appropriate motion.

1. Request staff to proceed with the annexation process for all of the identified territories.

I move that the City Council to direct staff to return to the November 18 meeting with a resolution to initiate annexation of the territories identified by staff provided the property owners give consent.

2. Request staff to proceed with the annexation process for some of the identified territories.

I move that the City Council to direct staff to return to the November 18 meeting with a resolution to initiate annexation of the street rights of way, and the following properties (identify which properties), provided the property owners give consent.

3. Take no Action

No motion is necessary



MEMORANDUM

TO: Mayor Scott Vigil and the Stayton City Council

FROM: Christine Shaffer, Finance Director

DATE: November 18, 2013

SUBJECT: Monthly Finance Department Report

Attached are the month-end reports for the major operating funds of the City. I have identified the following funds as the major operating funds: General Fund, Public Works Administration Fund, Library Fund, Water Fund, Sewer Fund, Street Fund and Swimming Pool Fund. If you have any questions, please let me know.

Departmental activity:

Utility Billing:	September 2013	October 2013
Number of Bills sent out	2,650	2,602
Delinquent Notices sent out	505	505
Courtesy Delinquent Notices sent to Landlords	235	234
Notified of Impending Shut off & Penalty	127	119
Customers with Interrupted Services Non-Payment	15	18
Services still Disconnected	0	0

Accounts Payable:	September 2013	October 2013
Number of Checks Issued	156	143
Total Amount of Checks	\$393,311.59	\$376,863.96

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

GENERAL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
PROPERTY TAXES	40,928.59	1,671,970.00	1,631,041.41	2.5
CHARGES FOR SERVICES	779.00	7,200.00	6,421.00	10.8
GRANTS & CONTRIBUTIONS	.00	1,500.00	1,500.00	.0
FRANCHISE FEES	275,739.43	767,000.00	491,260.57	36.0
LICENSES, PERMITS & FEES	7,931.26	16,000.00	8,068.74	49.6
FINES & FORFEITURES	17,410.77	40,500.00	23,089.23	43.0
INTERGOVERNMENTAL	54,757.91	166,400.00	111,642.09	32.9
INTEREST	(678.39)	500.00	1,178.39	(135.7)
MISCELLANEOUS/TRANSFERS	106,782.00	392,195.00	285,413.00	27.2
	503,650.57	3,063,265.00	2,559,614.43	16.4
<u>EXPENDITURES</u>				
NON-DEPARTMENTAL	88,291.72	404,000.00	315,708.28	21.9
ADMINISTRATION	101,996.67	429,356.00	327,359.33	23.8
POLICE	651,483.41	1,915,047.00	1,263,563.59	34.0
PLANNING	41,286.32	157,771.00	116,484.68	26.2
COMMUNITY CENTER	18,439.78	58,398.00	39,958.22	31.6
PARKS	53,834.27	152,706.00	98,871.73	35.3
STREET LIGHTING	25,561.02	116,685.00	91,123.98	21.9
	980,893.19	3,233,963.00	2,253,069.81	30.3

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

PUBLIC WORKS ADMINISTRATION

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
INTEREST	27.74	100.00	72.26	27.7
MISCELLANEOUS/TRANSFERS	103,250.00	414,000.00	310,750.00	24.9
	<u>103,277.74</u>	<u>414,100.00</u>	<u>310,822.26</u>	<u>24.9</u>
<u>EXPENDITURES</u>				
DEPARTMENT 80	137,329.10	429,908.00	292,578.90	31.9
	<u>137,329.10</u>	<u>429,908.00</u>	<u>292,578.90</u>	<u>31.9</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

LIBRARY FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
PROPERTY TAXES	3,306.94	145,000.00	141,693.06	2.3
CHARGES FOR SERVICES	40,074.25	78,883.00	38,808.75	50.8
GRANTS & CONTRIBUTIONS	605.00	25,200.00	24,595.00	2.4
LICENSES, PERMITS & FEES	5,399.00	13,500.00	8,101.00	40.0
FINES & FORFEITURES	4,877.94	15,000.00	10,122.06	32.5
INTERGOVERNMENTAL	.00	1,339.00	1,339.00	.0
INTEREST	45.47	400.00	354.53	11.4
MISCELLANEOUS/TRANSFERS	29,875.00	120,500.00	90,625.00	24.8
	84,183.60	399,822.00	315,638.40	21.1
<u>EXPENDITURES</u>				
DEPARTMENT 80	143,884.46	468,189.00	324,304.54	30.7
	143,884.46	468,189.00	324,304.54	30.7

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

WATER ENTERPRISE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
CHARGES FOR SERVICES	858,117.15	1,745,000.00	886,882.85	49.2
LICENSES, PERMITS & FEES	12,873.87	29,000.00	16,126.13	44.4
INTEREST	1,340.25	3,500.00	2,159.75	38.3
MISCELLANEOUS/TRANSFERS	7,426.91	11,000.00	3,573.09	67.5
	<u>879,758.18</u>	<u>1,788,500.00</u>	<u>908,741.82</u>	<u>49.2</u>
<u>EXPENDITURES</u>				
DEPARTMENT 86	<u>416,566.61</u>	<u>1,952,300.00</u>	<u>1,535,733.39</u>	<u>21.3</u>
	<u>416,566.61</u>	<u>1,952,300.00</u>	<u>1,535,733.39</u>	<u>21.3</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

SEWER ENTERPRISE FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
CHARGES FOR SERVICES	955,639.11	2,866,680.00	1,911,040.89	33.3
INTEREST	3,956.18	9,000.00	5,043.82	44.0
MISCELLANEOUS/TRANSFERS	312.90	12,500.00	12,187.10	2.5
	<u>959,908.19</u>	<u>2,888,180.00</u>	<u>1,928,271.81</u>	<u>33.2</u>
<u>EXPENDITURES</u>				
DEPARTMENT 86	<u>1,262,485.15</u>	<u>3,459,805.00</u>	<u>2,197,319.85</u>	<u>36.5</u>
	<u>1,262,485.15</u>	<u>3,459,805.00</u>	<u>2,197,319.85</u>	<u>36.5</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

STREET FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
CHARGES FOR SERVICES	28,666.18	84,000.00	55,333.82	34.1
INTERGOVERNMENTAL	148,861.76	481,269.00	332,407.24	30.9
INTEREST	264.10	200.00	(64.10)	132.1
MISCELLANEOUS/TRANSFERS	22,464.38	70,250.00	47,785.62	32.0
	<u>200,256.42</u>	<u>635,719.00</u>	<u>435,462.58</u>	<u>31.5</u>
<u>EXPENDITURES</u>				
DEPARTMENT 80	<u>248,476.34</u>	<u>659,063.00</u>	<u>410,586.66</u>	<u>37.7</u>
	<u>248,476.34</u>	<u>659,063.00</u>	<u>410,586.66</u>	<u>37.7</u>

CITY OF STAYTON
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2013

SWIMMING POOL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
PROPERTY TAXES	3,776.53	149,000.00	145,223.47	2.5
CHARGES FOR SERVICES	290.00	.00	(290.00)	.0
INTEREST	98.88	250.00	151.12	39.6
MISCELLANEOUS/TRANSFERS	3,750.00	15,000.00	11,250.00	25.0
	<u>7,915.41</u>	<u>164,250.00</u>	<u>156,334.59</u>	<u>4.8</u>
<u>EXPENDITURES</u>				
DEPARTMENT 86	<u>95,486.65</u>	<u>233,057.00</u>	<u>137,570.35</u>	<u>41.0</u>
	<u>95,486.65</u>	<u>233,057.00</u>	<u>137,570.35</u>	<u>41.0</u>



MEMORANDUM

TO: Mayor Vigil and the Stayton City Council
FROM: Rich Sebens, Chief of Police
SUBJECT: Monthly Crime Rate Comparison Statistical Sheets
DATE: November 18, 2013

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

	October 2013	Year to Date 2013	October 2012	Year to Date 2012
Police Activity	749	8339	-	7276
Investigated Incidents	367	3539	379	3600
Citations/Warning	188	2484	136	2554
Traffic Accidents	12	83	16	124
Arrests	58	769	55	744
Reserve Volunteer Hours	327.25	3231.25		1681.75
Citizen Volunteer Hours	0	351.75	N/A	N/A
Peer Court Referrals:	2	29	9	48

STAYTON POLICE DEPARTMENT CONSOLIDATED MONTHLY CATEGORIZED REPORT-NIBRS 10/1/2013 - 10/31/2013

	CRIMES			CRIMES CLEARED BY ARREST & EXCEPTION			PERCENT CLEARED			PERSONS ARRESTED		
	10/1/13 to 10/31/13	1/1/13 to 10/31/13	1/1/12 to 10/31/12	10/1/13 to 10/31/13	1/1/13 to 10/31/13	1/1/12 to 10/31/12	10/1/13 to 10/31/13	1/1/13 to 10/31/13	1/1/12 to 10/31/12	10/1/13 to 10/31/13 Juv Adult	1/1/13 to 10/31/13	1/1/12 to 10/31/12
		% Change Yr to Yr								Total		
NON-CRIMINAL												
ACCIDENT-INJURY	0	7	14									
ACCIDENT-PROPERTY	4	41	65									
ALL OTHER NON-CRIMINAL	235	2,484	2,437									
NON CRIM DOMESTIC DISTURB	13	108	110									
NON-CRIMINAL TOTALS	252	2,640	2,626									
PERSON												
AGGRAVATED ASSAULT	2	12	18									
KIDNAPPING	0	2	2									
OFFENSE AGAINST FAMILY	0	5	6									
OTHER ASSAULTS	2	60	64									
RAPE	1	3	3									
RESTRAINING ORDER VIOLATION	2	6	6									
ROBBERY	0	3	4									
SEX OFFENSES	3	12	16									
PERSON TOTALS	10	103	119									
PROPERTY												
ARSON	0	1	0									
BURGLARY - BUSINESS	0	5	14									
BURGLARY - OTHER STRUCTURE	2	7	12									
BURGLARY - RESIDENCE	3	20	45									
COUNTERFEITING/FORGERY	0	10	7									
FRAUD	4	45	40									
LARCENY												
Pickpocket	0	1	1									
Purse Snatching	0	2	3									
Shoplifting	7	69	35									
Theft from a Motor Vehicle	0	35	55									
Theft of MV Parts/Accessories	0	7	10									
Theft of Bicycle	3	13	43									
Theft from Building	0	13	16									
All Other Larceny	10	110	86									
LARCENY	20	250	249									

	CRIMES			CRIMES CLEARED BY ARREST & EXCEPTION			PERCENT CLEARED			PERSONS ARRESTED			
	10/1/13 to 10/31/13	1/1/13 to 10/31/13	1/1/12 to 10/31/12 % Change Yr to Yr	10/1/13 to 10/31/13	1/1/13 to 10/31/13	1/1/12 to 10/31/12	10/1/13 to 10/31/13	1/1/13 to 10/31/13	1/1/12 to 10/31/12	10/1/13 to 10/31/13	Juv Adult Total	1/1/13 to 10/31/13	1/1/12 to 10/31/12
MOTOR VEHICLE THEFT	0	8	22	0	1	6	0.0%	12.5%	27.3%	0	0	0	3
STOLEN PROPERTY	1	4	3	1	4	3	100.0%	100.0%	100.0%	2	0	2	7
VANDALISM	7	100	139	0	20	35	0.0%	20.0%	25.2%	0	0	0	17
PROPERTY TOTALS	37	450	531	13	137	129	35.1%	30.4%	24.3%	5	8	13	151
142													
SOCIETY													
ALL OTHER	10	192	196	4	111	109	40.0%	57.8%	55.6%	1	3	4	61
ANIMAL	0	3	2	0	3	1	0.0%	100.0%	50.0%	0	0	0	2
CURFEW	1	18	28	1	17	28	100.0%	94.4%	100.0%	1	0	1	21
CUSTODY-MATERIAL WITNESS	0	0	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0
CUSTODY-MENTAL	0	8	7	0	8	7	0.0%	100.0%	100.0%	0	0	0	8
CUSTODY-PROTECTIVE	0	1	0	0	1	0	0.0%	100.0%	0.0%	0	0	0	0
DISORDERLY CONDUCT	3	42	55	3	40	50	100.0%	95.2%	90.9%	0	1	1	40
DR WHILE SUSP	4	25	6	4	25	6	100.0%	100.0%	100.0%	0	4	4	25
DRIVING UNDER INFLUENCE	5	43	53	5	43	53	100.0%	100.0%	100.0%	0	5	5	43
ELUDING	0	5	3	0	5	3	0.0%	100.0%	100.0%	0	0	0	6
ESCAPE	0	2	4	0	2	4	0.0%	100.0%	100.0%	0	0	0	2
FAIL TO DISPLAY DL	1	4	1	1	4	1	100.0%	100.0%	100.0%	0	1	1	4
FUGITIVE	8	107	83	8	107	83	100.0%	100.0%	100.0%	1	0	1	30
HIT & RUN	8	36	36	1	6	8	12.5%	16.7%	22.2%	0	1	1	4
LIQUOR LAWS	2	15	20	2	15	20	100.0%	100.0%	100.0%	2	3	5	21
MIP TOBACCO	1	18	15	1	18	15	100.0%	100.0%	100.0%	1	0	1	17
NARCOTICS/DRUGS	4	63	63	4	59	61	100.0%	93.7%	96.8%	0	3	3	69
PROP RECOV - FOR OTHER AGENCY	0	3	9	0	1	1	0.0%	33.3%	11.1%	0	0	0	0
RECKLESS DRIVING	0	0	4	0	0	4	0.0%	0.0%	100.0%	0	0	0	0
RUNAWAY	0	33	35	0	30	34	0.0%	90.9%	97.1%	0	0	0	27
SEX OFFENSES	0	1	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0
TRESPASS	6	51	55	3	36	38	50.0%	70.6%	69.1%	0	3	3	33
VEH RECOV - FOR OTHER AGENCY	0	2	1	0	1	1	0.0%	50.0%	100.0%	0	0	0	0
WARRANT	0	25	33	0	25	32	0.0%	100.0%	97.0%	1	8	9	135
WEAPONS	0	13	7	0	11	7	0.0%	84.6%	100.0%	0	0	0	10
SOCIETY TOTALS	53	710	716	37	568	566	69.8%	80.0%	79.1%	7	32	39	558
514													
GRAND TOTALS	352	3,903	3,992										



CITY OF STAYTON

MONTHLY OPERATING REPORT

TO: Mayor A. Scott Vigil and the Stayton City Council
FROM: Jennifer Russell, Administrative Assistant
THRU: Dave Kinney, Public Works Director
DATE: November 18, 2013
SUBJECT: October Monthly Operating Report

KEY ACTIVITIES **STATUS**

- **WWTP Facility** Effluent flows: 36.39 million gallons were treated during October. The highest flow was 2.04 million gallons on October 1st, and the lowest flow was 0.84 million gallons on October 27th. The average flow was 1.17 million gallons. Total rainfall for August was 1.53 inches. 23.98 tons of dewatered biosolids were produced.
- **WTP** Highest production day was 5,117,000 on the October 5th.
- **Water System** Replaced 4 meters and installed 3 new water meters and meter radios at 395 N. Third. The water service was repaired. Cleaned water valve boxes on the west side of the City from First Ave. This was in preparation of leak detection survey. Replaced 3 water valve boxes.
- **Streets** Swept 231 curb miles and removed approximately 268 cubic yards of material.
- **Parks** Volunteers: SHS Life Skills – 32 Hours; Court Ordered – 74.5 hours. Volunteer Hours Not court Ordered 14.5 Total Hrs. 121.0. The lower half of the Jordan Bridge was fumigated. Started installation of new trail lights at Santiam Park and the Library.
- **Building Permits**

Permit Type	Issued	SDC's Paid
New Single Family Dwelling	3	33,195.00
Residential Building Addition/Alteration/Other	2	0
Commercial Building Addition/Alteration/Other	0	0
Electrical	2	0
Mechanical	1	0
Plumbing	0	0
TOTAL	8	33,195.00

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



City of Stayton

Planning and Development Department

Mailing address: 362 N. Third Avenue · Stayton, OR 97383

Office location: 311 N. Third Avenue

Phone: (503) 769-2998 · FAX: (503) 767-2134

email: dfleishman@ci.stayton.or.us

www.staytonoregon.gov

MEMORANDUM

TO: Mayor Scott Vigil and City Council Members
FROM: Dan Fleishman, Planning and Development Director
DATE: November 18, 2013
SUBJECT: Report of Activities for October, 2013

Enforcement Activity Highlights

One vegetation notice sent

Planning & Development Activity Summary

Participated in mediation sessions regarding SWCD lawsuit.

Reviewed 7 building permit applications.

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



MEMORANDUM

TO: Mayor Scott Vigil and Stayton City Councilors

FROM: Louise Meyers

DATE: November 18, 2013

SUBJECT: Library Director's Report, October Activities

Updates:

The next author scheduled is William Sullivan, author of many hiking guides. He will discuss his book, *Hiking Oregon's History* on November 16th at 7 pm, part of the Oregon Author series, funded by a grant from the Marion Cultural Development Corporation,

In October our Young adult programs were especially spooky, including an event called *Zombies! Run! This* included zombie food, zombie games and zombie tag, not an actual zombie run.

In November we will host the 2nd annual Hunger games: *Catching Fire*, to coincide with the release of the new movie. There will be free books, crafts and the hunger games played with duct tape flags. Movie tickets and other prizes will be awarded. Food will include District 11 produce and Peeta's Pastries.

2013 - 2014 Monthly Library Statistics

	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	2012-13	2013-14 YTD	% Change	
CHECKOUTS	12,712	12,114	10,667	14,011									48,250	49,504	3%	
INCOME Received																
Non-resident cards	\$917.00	\$1,760.00	\$342.00	\$720.00									\$2,750.00	\$3,739.00	36%	
Fines: overdue books	\$888.54	\$2,337.97	\$909.43	\$857.99									\$5,797.00	\$4,993.93	-14%	
Room fees	\$177.00	\$108.00	\$1,027.00	\$348.00									\$684.50	\$1,660.00	143%	
													Total	\$9,231.50	\$10,392.93	13%
REFERENCE QUESTIONS																
Reference questions	645	585	476	619									2,091	2,325	11%	
Telephone	356	393	374	384									1,265	1,507	19%	
													Total	3,356	3,832	14%
INTERNET USE	1,940	1,900	1,502	1,700									6,815	13,857	103%	
PROGRAM ATTENDANCE																
Children/teens	517	379	174	365									1,367	1,435	5%	
Adults	223	154	130	177									627	684	9%	
Outreach	80	0	195	887									1,115	1,162	4%	
													Total	3,109	3,281	6%
MEETING ROOM ATTENDANCE	1,195	1,033	571	907									3,301	3,706	12%	
PATRON VISITS	9,317	8,445	6,881	7,727									32,457	32,370	0%	

Date: 11/18/2023

File No. OW #
962

CITY OF STAYTON REQUEST FOR RECOGNITION

The purpose of this form is to ensure that anyone wishing to address the Stayton City Council will have the opportunity to do so. This form is to be completed prior to the opening of the session whenever possible, and should be submitted to the staff bench. Please wait for recognition from the Council bench before addressing the Council.

Your name (please print): CARLY ABOUAD
Address: 836 E. KATH ST STAYTON _____
Street City State Zip

Topic (if this is an agenda item, please list the agenda number and topic): _____
DRM

Speaking in support of _____; in opposition to X; general testimony _____.

Comments: _____

Please limit presentations to 10 minutes or less, and comments to 3 minutes or less.

If you wish to obtain a copy of a land use decision, please contact the Planning Department at 503-769-2998, or their office is located at 311 N. Third Avenue, Stayton, Oregon 97383.