



AGENDA STAYTON CITY COUNCIL MEETING

Monday, December 5, 2016

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

CALL TO ORDER

7:00 PM

Mayor Porter

FLAG SALUTE

ROLL CALL/STAFF INTRODUCTIONS

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.

PRESENTATIONS / COMMENTS FROM THE PUBLIC

Request for Recognition: If you wish to address the Council, please fill out a green "Request for Recognition" form. Forms are on the table at the back of the room. *Recommended time for presentation is 10 minutes. Recommended time for comments from the public is 3 minutes.*

CONSENT AGENDA

- a. November 21, 2016 City Council Minutes
- b. Renewal of Contract for Legal Services
- c. Acceptance of Abstract of Election Results for November 8, 2016

Purpose of the Consent Agenda:

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

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

PUBLIC HEARING – None

UNFINISHED BUSINESS – None

NEW BUSINESS

Ordinance No. 1002, Extension of the SCTC Franchise Agreement

Action

- a. Staff Report – Keith Campbell
- b. Council Deliberation
- c. Council Decision

Ordinance No. 1003, Extension of the WAVE Franchise Agreement

Action

- a. Staff Report – Keith Campbell
- b. Council Deliberation
- c. Council Decision

STAFF/COMMISSION REPORTS – None

PRESENTATIONS/COMMENTS FROM THE PUBLIC

Recommended time for presentations is 10 minutes.

Recommended time for comments from the public is 3 minutes.

BUSINESS FROM THE CITY ADMINISTRATOR

BUSINESS FROM THE MAYOR

- a. Parks and Recreation Board Reappointments
 - Dan Brummer
 - Richard Lewis
- b. Planning Commission Reappointment
 - Jackie Carmichael

BUSINESS FROM THE COUNCIL

FUTURE AGENDA ITEMS – Tuesday, January 3, 2016

- a. Oath of Office for Mayor and Council Members
- b. Appointment of Council President
- c. Appointment of Council Liaisons to Boards and Committees
- d. Zoning Criteria Public Hearing
- e. Annexation Public Hearing

ADJOURN

CALENDAR OF EVENTS

DECEMBER 2016

Monday	December 5	City Council	7:00 p.m.	Community Center (north end)
Tuesday	December 6	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Friday	December 9	Community Leaders	7:30 a.m.	Covered Bridge Café
Tuesday	December 13	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	December 19	City Council	<i>Cancelled</i>	
Wednesday	December 21	Library Board	<i>Cancelled</i>	
Friday	December 23	CITY OFFICES CLOSE AT NOON IN OBSERVANCE OF CHRISTMAS HOLIDAY		
Monday	December 26	CITY OFFICES CLOSED IN OBSERVANCE OF CHRISTMAS HOLIDAY		
Tuesday	December 27	Planning Commission	7:00 p.m.	Community Center (north end)

JANUARY 2017

Monday	January 2	CITY OFFICES CLOSED IN OBSERVANCE OF NEW YEARS DAY HOLIDAY		
Tuesday	January 3	City Council	7:00 p.m.	Community Center (north end)
Wednesday	January 4	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Tuesday	January 10	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	January 13	Community Leaders	7:30 a.m.	Covered Bridge Café
Monday	January 16	CITY OFFICES CLOSED IN OBSERVANCE OF MARTIN LUTHER KING, JR. DAY		
Tuesday	January 17	City Council	7:00 p.m.	Community Center (north end)
Wednesday	January 18	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	January 30	Planning Commission	7:00 p.m.	Community Center (north end)

FEBRUARY 2017

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

MARCH 2017

Monday	March 6	City Council	7:00 p.m.	Community Center (north end)
Tuesday	March 7	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Friday	March 10	Community Leaders	7:30 a.m.	Covered Bridge Café
Tuesday	March 14	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Wednesday	March 15	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	March 20	City Council	7:00 p.m.	Community Center (north end)
Monday	March 27	Planning Commission	7:00 p.m.	Community Center (north end)

**City of Stayton
City Council Meeting Action Minutes
November 21, 2016**

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

Time Start: 7:00 P.M.

Time End: 8:34 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Henry Porter	Alissa Angelo, Deputy City Recorder
Councilor Priscilla Glidewell	Keith Campbell, City Administrator
Councilor Ralph Lewis	Dan Fleishman, Director of Planning & Development
Councilor Jennifer Niegel	Rich Sebens, Police Chief
Councilor Brian Quigley	Andy Parks, Finance Consultant (excused)
Councilor Joe Usselman	Lance Ludwick, Public Works Director
	Janna Moser, Library Director

AGENDA	ACTIONS
REGULAR MEETING	
Announcements	
a. Additions to the Agenda	None.
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None.
Presentations / Comments from the Public	None.
Consent Agenda	
a. November 7, 2016 City Council Minutes	Motion from Councilor Lewis, seconded by Councilor Niegel, to accept the consent agenda. Motion passed 3:0.
Public Hearing	
Proposed Code Amendment Regarding Permitted Limited Manufactured Uses in the Downtown Mixed Use Zoning Districts	
a. Commencement of Public Hearing	Mayor Porter opened the hearing at 7:05 p.m.
b. Staff Report – Dan Fleishman	Mr. Fleishman reviewed the staff report included in the Council packet.
c. Questions from the Council	Discussion of potential odors and types of businesses that would be allowed.
d. Proponents’ Testimony	None.
e. Opponents’ Testimony	None.
f. General Testimony	None.
g. Questions from the Public	None.
h. Questions from the Council	None.
i. Staff Summary	Nothing further.
j. Close of Hearing	Mayor Porter closed the hearing at 7:18 p.m.
k. Council Deliberation	Brief Council discussion.
l. Council Decision on Ordinance No. 1000, Enacting the Stayton Rental Housing Code	Motion from Councilor Lewis, seconded by Councilor Usselman, to approve Ordinance 1001 as presented. Motion passed 5:0.
Unfinished Business	None.

<p>New Business</p> <p>Putney and Lambert Property Acquisitions</p> <p>a. Staff Report – Lance Ludwick</p> <p>b. Council Deliberation</p> <p>c. Council Decision</p> <p>Florence Street Dog Park</p> <p>a. Staff Report – Lance Ludwick</p> <p>b. Council Deliberation</p> <p>c. Comments from the Public</p> <p>b. Council Deliberation (continued)</p> <p>d. Council Decision</p>	<p>Mr. Ludwick reviewed the staff report. Discussion of impact of detention basin, and meeting the goal of the Parks and Recreation Master Plan with a community park complex. Motion from Councilor Quigley, seconded by Councilor Lewis, to approve the proposal to allow staff to move forward with the purchase of the Lambert and Putney properties as presented. Motion passed 5:0.</p> <p>Mr. Ludwick reviewed his staff report included in the Council packet.</p> <p>Discussion of required improvements for the project,</p> <p><u>Rese Bourdeau, Mill Stream Woods</u> – Spoke in favor of the proposed dog park. Ms. Bourdeau feels with time, the money can be raised.</p> <p><u>Judy Money, E. Pine Street</u> – Spoke in support of the proposed dog park.</p> <p>Council discussion of opposition and support of the dog park, results for parks in the 2015 Community Survey, fundraising and what happens to the funding if it's not spent in this budget cycle.</p> <p>Motion from Councilor Glidewell, seconded by Councilor Lewis, to approve the proposal to allow staff to prepare plans for the dog park to be located at 180 N. 4th Avenue (present location of the Community Garden) and allow the community to raise the additional funds. Motion passed 4:1 (Quigley).</p>
<p>Staff / Commission Reports</p> <p>Finance Department Report – Cindy Chauran & Elizabeth Baldwin</p> <p>a. October 2016 Monthly Finance Department Report</p> <p>Police Chief's Report – Chief Rich Sebens</p> <p>a. October 2016 Statistical Report</p> <p>Public Works Director's Report – Lance Ludwick</p> <p>a. October 2016 Operating Report</p>	<p>Discussion of delinquent notices.</p> <p>Chief Sebens provided a brief explanation of the sharp increase in reckless driving on his statistical report.</p> <p>No further discussion.</p>

Planning & Development Director's Report – Dan Fleishman a. October 2016 Activities Report	Councilor Glidewell thanked Mr. Fleishman for his continued work with the Friends of Old Town Stayton.
Library Director's Report – Janna Moser a. October 2016 Activities	No further discussion.
Presentations / Comments From the Public	None.
Business from the City Administrator	Mr. Campbell stated that at this time it appears the December 19, 2016 Council meeting will be cancelled.
Business from the Mayor	None.
Business from the Council	None.
Future Agenda Items – Monday, December 5, 2016	
a. Certification of Election Results	
b. Wave Franchise Agreement Extension	
c. SCTC Franchise Agreement Extension	

APPROVED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF DECEMBER 2016, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____

Henry A. Porter, Mayor

Date: _____

Attest: _____

Keith D. Campbell, City Administrator

Date: _____

Transcribed by: _____

Alissa Angelo, Deputy City Recorder



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

TO: Mayor Henry A. Porter and the Stayton City Council
FROM: Alissa Angelo, Deputy City Recorder
DATE: December 5, 2016
SUBJECT: Consent Agenda – Contract for Legal Services

ISSUE

On October 7, 2016, City Attorney David Rhoten submitted a proposal for a revised “Contract for Legal Services” to Mayor Porter. It has been six years since any revisions have been made to the contract, including the Fees/Costs Schedule.

Enclosed you will find the proposed revised contract and Mr. Rhoten’s current contract.

MOTION(S)

Consent Agenda approval.

DAVID A. RHOTEN
LAWYER

LAWRENCE W. ANDREWS
ASSOCIATE

230 OREGON BUILDING
494 STATE STREET
SALEM, OREGON 97301-3654
(503) 581-1552
FACSIMILE (503) 581-8973

October 7, 2016

Keith Campbell
City Administrator
City of Stayton
362 N 3rd Ave
Stayton OR 97383

**RE: Stayton/Rhoten "Contract for Legal Services"
Our File No. R89201**

Dear Keith:

It has now been six years since revisions have been made in our "Contract for Legal Services" including any adjustment in the Fees/Costs Schedule.

Enclosed please find the proposed revised "Contract for Legal Services" (duplicate original) which, I believe, reflects the duties and responsibilities relating to the City and the City Attorney. The text of the Contract has been edited over the years; the proposed current form of Contract, having some further edits, would supersede the now "in place." Exhibit A to the Contract, "Fee/Costs Schedule" is now modified since the July 1, 2010, Schedule. The new rate reflects adjustments for inflation and the cost of business that have not been addressed in the last six years.

As indicated in paragraph 6 of the Contract, it is suggested that the Contract itself should become effective upon the date of last to sign; however, the Fee/Costs Schedule (Exhibit A) would not come into effect until beginning January 1, 2017.

Upon your review, I would be happy to discuss this matter with you and/or others as you may direct. A copy of this correspondence and the Contract is being furnished to the Mayor.

Thank you in advance for your courtesies.

Yours truly,



David A. Rhoten,
Stayton City Attorney

DAR:le
Enc. Contract for Legal Services (proposed)
Contract for Legal Services ("in place")
c: Mayor Porter (w/c enc.)

CONTRACT FOR LEGAL SERVICES

THIS CONTRACT, made and entered into by and between the CITY OF STAYTON, ("CITY"), and DAVID A. RHOTEN, Attorney at Law ("ATTORNEY").

WHEREAS, CITY wishes to engage professional legal counsel as City Attorney for CITY.

WHEREAS, ATTORNEY has professional and technical skills and experience in municipal law sufficient to provide the required services as City Attorney to CITY.

WHEREAS, ATTORNEY has served as Stayton's City Attorney since 1989; CITY and ATTORNEY desire to continue such engagement.

In consideration of the terms and conditions contained herein, the parties mutually agree as follows:

I. DUTIES OF ATTORNEY

1.1 ATTORNEY shall provide legal services to CITY including, but not limited to, the following:

- a. Serve as City Attorney and legal counsel to the City Council and City administration as required;
- b. Attend scheduled City Council meetings or other meetings relating to the affairs of the CITY upon the request of CITY;
- c. Prepare and review ordinances, amendments to the Stayton Municipal Code ("SMC"), resolutions, orders, contracts, agreements, or other legal instruments or documents of CITY;
- d. Assist City staff in administrative matters (including the enforcement of Stayton's ordinances, SMC, et al);
- e. Prepare litigation and represent CITY in designated civil legal actions involving the CITY; and,
- f. Provide legal advice in other areas as requested by the CITY.

1.2 ATTORNEY may designate lawyers to generally assist the City Attorney ("Assistant City Attorney") or provide outside/special legal counsel in areas warranting specific legal expertise (e.g. land use, labor law, franchise, litigation, etc.).

II. CITY RESPONSIBILITIES

- 2.1 CITY will designate a representative to coordinate all actions between CITY and ATTORNEY.
- 2.2 CITY shall pay ATTORNEY for all work performed upon receipt of itemized monthly billings in accordance with Fee/Costs Schedule, herein attached as Exhibit A.
- 2.3 CITY may evaluate ATTORNEY services, Fee/Costs Schedule, and performance on an annual basis prior to May 1st of each year.
- 2.4 CITY may provide a work area in Stayton City Hall where ATTORNEY may work during hours present at Stayton City Hall.
- 2.5 CITY'S CIS coverage shall insure/defend third-party claims relating to ATTORNEY'S actions.

III. GENERAL TERMS

- 3.1 ATTORNEY is engaged as an independent contractor of CITY.
 - 3.1.1 ATTORNEY acknowledges and agrees to comply with and meet in all respects the criteria stated in ORS 670.600 and the statutes, rules and regulations of the United States Treasury Department, Internal Revenue Service, and the State of Oregon, Department of Revenue, to maintain ATTORNEY's independent contractor status. If ATTORNEY breaches or fails to comply with the foregoing criteria, statutes, rules and regulations, then ATTORNEY shall hold CITY harmless from any and all liability, damages, and losses of any type, including attorneys' fees and costs, resulting therefrom.
 - 3.1.2 The parties to this CONTRACT understand that ATTORNEY, as an independent contractor, is not eligible to receive workers' compensation benefits (under ORS 656) from CITY's coverage; it is understood that ATTORNEY, as a sole proprietor of his law office, has workers compensation coverage in accordance with ORS 656.128.
 - 3.1.3 ATTORNEY is not entitled to any of the regular fringe benefits extended to CITY employees; the ATTORNEY does hereby release and absolve the CITY of any liability or responsibility therefore.

- 3.2 ATTORNEY is not currently employed by the CITY nor is he under the direction or control of the CITY.
- 3.3 ATTORNEY may contract with or serve others during the time he is not specifically obligated to the CITY insofar as said representation is consistent with the Oregon Rules of Professional Conduct.
- 3.4 CITY shall not have the right to control or interfere with the manner or method of accomplishing the work specified in this CONTRACT.
- 3.5 ATTORNEY covenants that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.
- 3.6 ATTORNEY shall not be responsible for negligent acts or omissions of CITY and shall be held harmless therefrom and defended by the CITY and/or its insurer.

IV. COMPENSATION

- 4.1 ATTORNEY will provide CITY with an itemized monthly billing which shall include a detailed summary of legal services provided, charged in accordance with the Fee/Costs Schedule (Exhibit A).
- 4.2 CITY shall remit payment to ATTORNEY upon receipt
- 4.3 CITY will report the total amount of all payments to ATTORNEY, including expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 4.4 ATTORNEY releases and absolves the CITY of any liability or responsibility for salary and fringe benefits of any person employed by ATTORNEY, including:
 - a. Being solely responsible for payment of contributions and benefits under FICA, workers' compensation, unemployment compensation, and benefit programs as required by law, payable as a result of CITY payments to ATTORNEY.
 - b. ATTORNEY shall likewise be solely responsible for the collection, accounting and payment of any and all applicable payroll taxes and federal and/or state taxes of whatever kind as required by law regarding the payments CITY makes to ATTORNEY.

V. AMENDMENTS

5.1 All amendments which are mutually agreed upon by and between the parties to this CONTRACT shall be in writing and signed with the same formalities as this CONTRACT.

VI. TIME OF PERFORMANCE

6.1 The term of this CONTRACT is from date last signed below, through June 30, 2018. However, this CONTRACT shall continue on an annual basis if neither party elects to terminate the CONTRACT.

6.2 The Fee/Costs Schedule as stated in Exhibit A may be modified prior to the June 30 of each year to the mutual satisfaction of both parties.

PROVIDED, HOWEVER, the Fee/Costs Schedule (Exhibit A) shall become effective January 1, 2017; current Fee/Costs schedule shall remain in effect until December 31, 2016.

6.3 Either party may terminate this CONTRACT at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT on the dates stated below.

CITY OF STAYTON

DATE: _____, 2016

By: _____
HANK PORTER, Mayor

DATE: _____, 2016

By: _____
KEITH CAMPBELL, City Administrator

DATE: _____, 2016

DAVID A. RHOTEN

**CONTRACT FOR LEGAL SERVICES
EXHIBIT A
FEE/COSTS SCHEDULE**

Effective January 1, 2017

CITY OF STAYTON
and
DAVID A. RHOTEN, CITY ATTORNEY

I.	LAWYERS AND STAFF	<u>Hourly Rates</u>
	a. David A. Rhoten (DAR)	\$210.00
	b. Lawrence W. Andrews (LWA)	\$210.00
	c. Legal Assistants/Clerk	\$ 70.00
	d. Administrative Staff	
	Secretarial/Word Processing	\$ 55.00

II.	COUNCIL MEETING RATES (Regular Council meetings)	<u>Flat Rates</u>
	a. David A. Rhoten (DAR)	\$240.00
	b. Lawrence W. Andrews (LWA)*	\$240.00

*Second lawyer in attendance considered "No Charge" unless scheduled for participation.

III.	ADMINISTRATIVE COSTS	
	a. Mileage	IRS rate
	b. Reproductions/photocopies	No Charge*
	*Reproductions/photocopies prepared by outside vendors such as Salem Blueprinting shall be billed at the vendors' cost.	
	c. Facsimile Transmissions	No Charge
	d. Office supplies and materials	As needed

V. LITIGATION EXPENSES

As Court-related litigation matters arise, such expenses (fees/costs) will be specifically addressed in respect to that action.

V. MISCELLANEOUS MATTERS

If costs arise not contemplated in the usual course of City business, the estimate of these costs will be established in advance by mutual agreement of the parties.

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- b. Attend scheduled City Council meetings, or other meetings relating to the affairs of the CITY upon the request of CITY;
- c. Prepare and review ordinances, amendments to the Stayton Municipal Code ("SMC") resolutions, orders, contracts, agreements, or other legal instruments or documents of CITY;
- d. Assist City staff in administrative matters (including the enforcement of Stayton's ordinances, SMC et al);
- e. Prepare litigation and represent CITY in designated civil legal actions involving the CITY; and,
- f. Provide legal advice in other areas as requested by the CITY.

1.2 ATTORNEY may designate lawyers to generally assist the City Attorney ("Assistant City Attorney") or provide outside/special legal counsel in areas warranting specific legal expertise (e.g. land use, labor law, franchise, litigation, etc.).

II. CITY RESPONSIBILITIES

- 2.1 CITY will designate a representative to coordinate all actions between CITY and ATTORNEY.
- 2.2 CITY shall pay ATTORNEY for all work performed upon receipt of itemized monthly billings in accordance with Fee/Costs Schedule, herein attached as Exhibit A.
- 2.3 CITY may evaluate ATTORNEY services, Fee/Costs Schedule, and performance on an annual basis prior to May 1st of each year.
- 2.4 CITY may provide a work area in Stayton City Hall where ATTORNEY may work during hours present at Stayton City Hall.

III. GENERAL TERMS

- 3.1 ATTORNEY is engaged as an independent contractor of CITY.
 - 3.1.1 ATTORNEY acknowledges and agrees to comply with and meet in all respects the criteria stated in ORS 670.600 and the statutes, rules and regulations of the United States Treasury Department, Internal Revenue Service, and the State of Oregon, Department of Revenue, to maintain ATTORNEY's independent contractor status. If ATTORNEY breaches or fails to comply with the foregoing criteria, statutes, rules and regulations, then ATTORNEY shall hold CITY harmless from any and all liability, damages, and losses of any type, including attorneys' fees and costs, resulting therefrom.
 - 3.1.2 The parties to this CONTRACT understand that ATTORNEY, as an independent contractor, is not eligible to receive workers' compensation benefits (under ORS 656) from CITY's coverage; it is understood that ATTORNEY, as a sole proprietor of his law office, has workers compensation coverage in accordance with ORS 656.128.
 - 3.1.3 ATTORNEY is not entitled to any of the regular fringe benefits extended to CITY employees; the ATTORNEY does hereby release and absolve the CITY of any liability or responsibility therefore.
- 3.2 ATTORNEY is not currently employed by the CITY nor is he under the direction or control of the CITY.

- 3.3 ATTORNEY may contract with or serve others during the time he is not specifically obligated to the CITY insofar as said representation is consistent with the Oregon Rules of Professional Conduct.
- 3.4 CITY shall not have the right to control or interfere with the manner or method of accomplishing the work specified in this CONTRACT.
- 3.5 ATTORNEY covenants that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.
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IV. COMPENSATION

- 4.1 ATTORNEY will provide CITY with an itemized monthly billing which shall include a detailed summary of legal services provided, charged in accordance with the Fee/Costs Schedule (Exhibit A).
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 - a. Being solely responsible for payment of contributions and benefits under FICA, workers' compensation, unemployment compensation, and benefit programs as required by law, payable as a result of CITY payments to ATTORNEY.
 - b. ATTORNEY shall likewise be solely responsible for the collection, accounting and payment of any and all applicable payroll taxes and federal and/or state taxes of whatever kind as required by law regarding the payments CITY makes to ATTORNEY.

V. AMENDMENTS

- 5.1 All amendments which are mutually agreed upon by and between the parties to this CONTRACT shall be in writing and signed with the same formalities as this CONTRACT.

VI. TIME OF PERFORMANCE

6.1 The term of this CONTRACT is from date last signed below, through 30 June, 2011. However, this CONTRACT shall continue on an annual basis if neither party elects to terminate the CONTRACT.

6.2 The Fee/Costs Schedule as stated in Exhibit A may be modified prior to 30 June of each year to the mutual satisfaction of both parties.

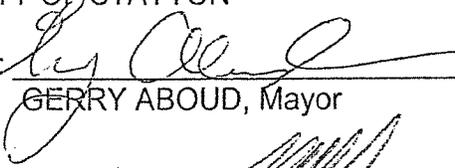
PROVIDED, HOWEVER, the Fee/Costs Schedule (Exhibit A) shall become effective July 1, 2010; current Fee/Costs schedule shall remain in effect until June 30, 2010.

6.3 Either party may terminate this CONTRACT at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

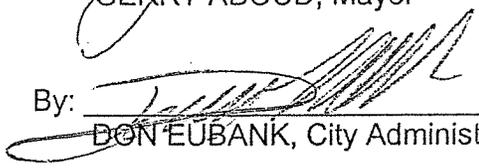
IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT on the dates stated below.

DATE: 3/08, 2010

CITY OF STAYTON

By: 
GERRY ABOUD, Mayor

DATE: 3/10, 2010

By: 
DON EUBANK, City Administrator

DATE: Feb. 18, 2010


DAVID A. RHOTEN

CONTRACT FOR LEGAL SERVICES
EXHIBIT A
FEE/COSTS SCHEDULE

Effective 07-01-2010

CITY OF STAYTON
and
DAVID A. RHOTEN, CITY ATTORNEY

I.	LAWYERS AND STAFF	<u>Hourly Rates</u>
a.	David A. Rhoten (DAR)	\$175.00
b.	Lawrence W. Andrews (LWA)	\$175.00
c.	Jeffrey M. Strickland (JMS)	\$175.00
d.	Legal Assistants/Clerk	\$ 60.00
e.	Administrative Staff Secretarial/Word Processing	\$ 40.00

II.	COUNCIL MEETING RATES (Regular Council meetings)	<u>Flat Rates</u>
a.	David A. Rhoten (DAR)	\$210.00
b.	Lawrence W. Andrews (LWA)*	\$210.00
c.	Jeffrey M. Strickland (JMS)*	\$210.00

*Second lawyer in attendance considered "No Charge" unless scheduled for participation.

III.	ADMINISTRATIVE COSTS	
a.	Mileage	IRS rate
b.	Reproductions/photocopies	No Charge*
	*Reproductions/photocopies prepared by outside vendors such as Salem Blueprinting shall be billed at the vendors' cost.	
c.	Facsimile Transmissions	No Charge
d.	Office supplies and materials	As needed

IV. LITIGATION EXPENSES

As Court-related litigation matters arise, such expenses (fees/costs) will be specifically addressed in respect to that action.

V. MISCELLANEOUS MATTERS

If costs arise not contemplated in the usual course of City business, the estimate of these costs will be established in advance by mutual agreement of the parties.



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

TO: Mayor Henry A. Porter and the Stayton City Council
FROM: Alissa Angelo, Deputy City Recorder
DATE: December 5, 2016
SUBJECT: Acceptance of Abstract of Election Results – November 8, 2016

STAFF RECOMENDATION

By consent, accept the Abstract of Election Results.

BACKGROUND INFORMATION

ORS 255.295 requires that a local government review and acknowledge acceptance of an Abstract of Election Results, prepared by the county elections department, in connection with an election within its jurisdiction.

For your information, an Undervote occurs when the number of choices selected by a voter is less than the maximum number allowed for that contest or when no selection is made for a single choice contest. An Overvote occurs when one votes for more than the maximum number of selections allowed in a contest.

FACTS AND FINDINGS

An election was held on November 8, 2016 and citizens of Stayton cast votes for the following:

- Mayor
- Three City Councilor Positions
- 3% Tax on Marijuana Sales

OPTIONS

Accept the Abstract of Election Results

MOTION(S)

Consent Agenda approval.

Acceptance of Results Form

**ORS 255.295 requires this information of
Acceptance of Results to be returned
within 30 days of receipt.**

TO: Bill Burgess, County Clerk
Marion County Elections
PO BOX 14500
Salem, Oregon 97309
Voice: 503-588-5041
Fax: 503-588-5383
E-mail: elections@co.marion.or.us

SUBJECT: Abstract of Election Results
Date of Election: **November 8, 2016**

This is to verify receipt of the abstract from the November 8, 2016 election
(date)
and the governing board's acceptance of it as the official election results.

(date)

(signature)

(title)

(district name/city)

CITY OF STAYTON RECORDER
362 N THIRD AVE
STAYTON, OR 97383

The completed form may be returned by fax, e-mail or regular mail. Thank You.

Nov 2016 General Election Final Report

Official

Run Time 8:21 AM

Run Date 11/23/2016

Marion County, Oregon

General Election Official Ballot

11/8/2016

Page 156 of 286

Official results

Registered Voters

139563 of 182173 = 76.61 %

Precincts Reporting

135 of 135 = 100.00 %

City of Stayton, Councilor - Vote for three

Precinct	Mark Kronquist	Jennifer Niegel	Ralph R Lewis	Brian Quigley	Cast Votes	Overvotes	Undervotes	Write-Ins	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
655 - 1	1328	1866	1191	1553	5938	0	4319	105	3454	3454	4574	75.51 %
Totals	1328	1866	1191	1553	5938	0	4319	105	3454	3454	4574	75.51 %

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

11/23/2016

Signature of County Clerk
Bill Burgess

Date of Abstract

Nov 2016 General Election Final Report

Official

Run Time 8:21 AM
Run Date 11/23/2016

Marion County, Oregon

General Election Official Ballot

11/8/2016
Page 155 of 286

Official results

Registered Voters
139563 of 182173 = 76.61 %

Precincts Reporting
135 of 135 = 100.00 %

City of Stayton, Mayor - Vote for one

Precinct	Jim Nokes	Henry A Porter	Cast Votes	Overvotes	Undervotes	Write-Ins	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
655 - 1	726	1981	2707	0	709	38	3454	3454	4574	75.51 %
Totals	726	1981	2707	0	709	38	3454	3454	4574	75.51 %

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

	11/23/2016
Signature of County Clerk Bill Burgess	Date of Abstract

Nov 2016 General Election Final Report

Official

Run Time 8:21 AM
Run Date 11/23/2016

Marion County, Oregon

General Election Official Ballot

11/8/2016
Page 282 of 286

Official results

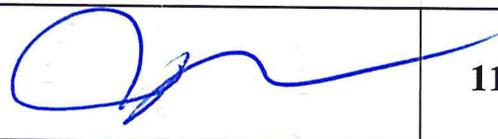
Registered Voters
139563 of 182173 = 76.61 %

Precincts Reporting
135 of 135 = 100.00 %

24-395: City of Stayton 3% Tax on Marijuana sales

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-Ins	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
655 - 1	2451	827	3278	0	176	0	3454	3454	4574	75.51 %
Totals	2451	827	3278	0	176	0	3454	3454	4574	75.51 %

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

 11/23/2016

Signature of County Clerk
Bill Burgess

Date of Abstract



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

TO: Mayor Henry A. Porter and the Stayton City Council
FROM: Keith Campbell, City Administrator
DATE: December 5, 2016
SUBJECT: Ordinance No. 1002 – Amending Ordinance No. 986, SCTC Franchise Agreement

ISSUE

The Stayton Cooperative Telephone Company (SCTC) Franchise agreement is due to expire. Work on the new ordinance has not proceeded forward as initially planned. Due to the changes in the Telecommunications industry the City of Stayton would like to explore the option of adopting a Master Communications Ordinance.

I have reached out to SCTC and offered to begin conversations immediately to make this the last extension of the Franchise Agreement adopted in Ordinance No. 986 and to finalize a long term agreement between the parties.

.

MOTION(S)

- 1) Motion to approve Ordinance No. 1002, as presented.
- 2) Motion to approve Ordinance No. 1002 with the following modification(s)
_____.
- 3) Deny approval. No action needed.

ORDINANCE NO. 1002

AN ORDINANCE AMENDING ORDINANCE NO. 986 (STAYTON COOPERATIVE TELEPHONE COMPANY "SCTC" FRANCHISE) SECTION 4.16.030, EXTENDING THE TERM OF THE FRANCHISE UNTIL DECEMBER 31, 2017.

WHEREAS, the City of Stayton ("Grantor") is authorized by state statutes and its charter to grant non-exclusive franchises to persons desiring to occupy rights-of-way within the City;

WHEREAS, Stayton Cooperative Telephone Company ("Grantee"), owns, maintains, and operates a telecommunications system in rights-of-way in the City and provides telecommunications services under grant of a previous franchise by the City (Ordinance No. 957);

WHEREAS, the Grantee now wishes to utilize its existing telecommunications system to provide cable services, and the provision of such services requires separate authorization from the City in the form of a cable franchise under applicable federal law;

WHEREAS, the City of Stayton needs additional time to update Section 4.16; and,

WHEREAS, SCTC has agreed to extend the franchise term by one (1) additional year (Exhibit A, "Acceptance").

NOW, THEREFORE, the Stayton City Council does ordain as follows:

Stayton City Ordinance No. 986, Section 4.16.030, TERM, is amended to delete "...twelve years (12)..." to be substituted by "...until December 31, 2017..."

ADOPTED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2016.

CITY OF STAYTON

Signed _____, 2016

By: _____
Henry A. Porter, Mayor

Signed _____, 2016

Attest: _____
Keith D. Campbell, City Administrator

APPROVED AS TO FORM:

David A. Rhoten, City Attorney

Exhibit A
Acceptance

This is to advise the City of Stayton, Oregon (“City”) that Stayton Cooperative Telephone Company (“Grantee”) hereby accepts the terms and provisions of Ordinance No. 1002, passed by the Stayton City Council on December 5, 2016 (the Franchise) granting a Franchise authorizing the provision of cable services for a limited term. The Grantee agrees to abide by each and every term of the Franchise.

Signed _____, 2016

By: _____
Curt Thornton, SCTC President



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

TO: Mayor Henry A. Porter and the Stayton City Council
FROM: Keith Campbell, City Administrator
DATE: December 5, 2016
SUBJECT: Ordinance No. 1003 – Amending Ordinance No. 876, Wave Franchise Agreement

ISSUE

The WAVE Franchise agreement is due to expire. Work on the new ordinance has not proceeded forward as initially planned. Due to the changes in the Telecommunications industry the City of Stayton would like to explore the option of adopting a Master Communications Ordinance.

I have reached out to Wave and offered to begin conversations immediately to make this the last extension of the Franchise Agreement adopted in Ordinance No. 876 and to finalize a long term agreement between the parties.

MOTION(S)

- 1) Motion to approve Ordinance No. 1003, as presented.
- 2) Motion to approve Ordinance No. 1003 with the following modification(s) _____.
- 3) Deny approval. No action needed.

ORDINANCE NO. 1003

AN ORDINANCE AMENDING ORDINANCE NO. 876 (WAVE BROADBAND FORMERLY UVISION) SECTION 15 DURATION, RENEWAL AND RENEGOTIATION EXTENDING THE TERM OF FRANCHISE UNTIL DECEMBER 31, 2017

WHEREAS, the City of Stayton (“Grantor”) is authorized by state statutes and its charter to grant non-exclusive franchises to persons desiring to occupy rights-of-way within the City;

WHEREAS, Wave Broadband formally Uvision (“Grantee”), owns, maintains, and operates a telecommunications system in rights-of-way in the City and provides telecommunications services under grant of a previous franchise by the City;

WHEREAS, the Grantee now wishes to utilize its existing telecommunications system to provide cable services, and the provision of such services requires separate authorization from the City in the form of a cable franchise under applicable federal law;

WHEREAS, the City of Stayton needs additional time to update Ordinance No. 876, Section 15; and,

WHEREAS, Wave Broadband has agreed to extend the term of the franchise to December 31, 2017 (see Exhibit A “Acceptance”).

NOW, THEREFORE, the Stayton City Council does ordain as follows:

Stayton City Ordinance No. 876, Duration, Renewal and Renegotiations, is amended to delete “...for ten years)...”to be substituted by “...until December 31, 2017)...”

ADOPTED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2016.

CITY OF STAYTON

Signed _____, 2016

By: _____
Henry A. Porter, Mayor

Signed _____, 2016

Attest: _____
Keith D. Campbell, City Administrator

APPROVED AS TO FORM:

David A. Rhoten, City Attorney

Exhibit A
Acceptance

This is to advise the City of Stayton, Oregon (“City”) that Wave Broadband (“Grantee”) hereby accepts the terms and provisions of Ordinance No. 1003, passed by the Stayton City Council on December 5, 2016 (the Franchise) granting a Franchise authorizing the provision of cable services for a limited term. The Grantee agrees to abide by each and every term of the Franchise.

Signed _____, 2016

By: _____

Title: _____



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Parks + Rec Board

PLEASE CHECK ONE:

New Applicant
 Application for reappointment

Years resided in Stayton: 50+

PLEASE PRINT

Name Dan Brummer

Address 525 West Burnett Home Ph# 503-769-5550

Email Address brummer@wvi.com Cell Ph# _____

Occupation Ret

Place of Employment -

Business Address -

Phone _____ Email _____

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

See previous applications

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

See previous application,

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

See previous applications

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

See previous application -

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

Parks + Recreation + FOTS

6. How did you learn about this vacancy?

Our Website Word of mouth Other

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

Signature of Applicant *Daniel A. Beum* Date *11/22/16*

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Parks Board

PLEASE CHECK ONE:

New Applicant
 Application for reappointment

Years resided in Stayton: 7

PLEASE PRINT

Name Richard Lewis

Address 1870 Westminister Pl, Stayton Home Ph# _____

Email Address Rich.Lewis@gmail.com Cell Ph# 208-762-5086

Occupation Retired

Place of Employment _____

Business Address _____

Phone _____ Email _____

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

I have been a member of our Park's Board for the past 7 years

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

I believe our 9 Parks are representative and a reflection of the people of our community. We are currently working towards the development of a dog park and a better, more secure location for our Community Garden.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

There are exciting times ahead with the City's acquisition of additional real property and new home construction in the offing.

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

Dog Park, Community Garden, Footbridge, Covered Bridge,
Riverfront Park, Neillurg Park, Westside Park,
Santitas Park, North slope Park, Quail Run Park
Wilderness Park, Pioneer Park,

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

I have already mentioned my previous involvement with our Parks Board

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

The only Board to which I have been appointed is the Parks Board

6. How did you learn about this vacancy?

Our Website Word of mouth Other

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

No

Signature of Applicant

Richard L. Linn

Date

November 29, 2016

PLEASE RETURN TO:

City of Stayton
362 N. Third Avenue
Stayton, OR 97383

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Stayton Planning Commission _____

PLEASE CHECK ONE:

New Applicant
 Application for reappointment

Years resided in Stayton: 4

PLEASE PRINT

Name Jackie Carmichael

Address 664 W. Locust St. Home Ph# 503-767-2917

Email Address jackiecarmichael64@hotmail.com Cell Ph# 503-515-6541

Occupation Call Center Support Rep.

Place of Employment OHA

Business Address 3990 Fairview Industrial Drive, Salem, Oregon

Phone 800-699-9075 Email _____

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

Current member of the commission, looking to be reappointed for a second term.

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

The experience I have gained and enjoyed from my first term has inspired me to keep doing this. It has been educational and informative.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

Preservation, conservation, progression without damage and seeing Stayton thrive.

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

Current member wishing to serve another term

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

Yes. Stayton Planning Commission

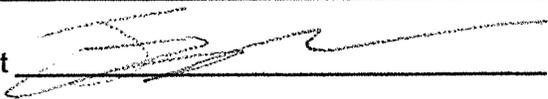
6. How did you learn about this vacancy?

Our Website Word of mouth Other

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

No

Signature of Applicant



Date 18th November 2016

PLEASE RETURN TO:

City of Stayton
362 N. Third Avenue
Stayton, OR 97383

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION