



AGENDA STAYTON CITY COUNCIL MEETING

Monday, July 16, 2018
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. June 25, 2018 City Council Special Session Minutes
- b. July 2, 2018 City Council Minutes
- c. Star Cinema Lease Agreement Renewal

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

Ordinance No. 1022, Amending Stayton Comprehensive Plan Map and Stayton Official Zoning Map to Reduce the Number of Nonconforming Single Family Dwellings

- a. Commencement of Public Hearing
- b. Staff Report – Dan Fleishman
- c. Questions from the Council
- d. Proponents’ Testimony
- e. Opponents’ Testimony
- f. Governmental Agencies
- g. General Testimony
- h. Questions from the Public
- i. Questions from the Council
- j. Staff Summary
- k. Close of Hearing
- l. Council Deliberation
- m. Council Decision on Ordinance No. 1022

UNFINISHED BUSINESS – None

NEW BUSINESS – None

STAFF/COMMISSION REPORTS

Finance Department Report – Cindy Chauran & Elizabeth Baldwin **Informational**

- a. June 2018 Monthly Finance Department Report

Police Chief’s Report – Chief Rich Sebens **Informational**

- a. June 2018 Statistical Report

Public Works Director’s Report – Lance Ludwick **Informational**

- a. June 2018 Operating Report

Planning & Development Director’s Report – Dan Fleishman **Informational**

- a. June 2018 Activities Report

Library Director’s Report – Janna Moser **Informational**

- a. June 2018 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 MANAGER

BUSINESS FROM THE MAYOR

BUSINESS FROM THE COUNCIL

FUTURE AGENDA ITEMS – August 6, 2018

- a. Shaff Road Water Line
- b. Housing Study – Follow up

ADJOURN

CALENDAR OF EVENTS

JULY 2018

Monday	July 16	City Council	7:00 p.m.	Community Center (north end)
Wednesday	July 18	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	July 30	Planning Commission	7:00 p.m.	Community Center (north end)

AUGUST 2018

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

SEPTEMBER 2018

Monday	September 3	CITY OFFICES CLOSED IN OBSERVANCE OF LABOR DAY HOLIDAY		
Tuesday	September 4	City Council	7:00 p.m.	Community Center (north end)
Wednesday	September 5	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Tuesday	September 11	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	September 17	City Council	7:00 p.m.	Community Center (north end)
Wednesday	September 19	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	September 24	Planning Commission	7:00 p.m.	Community Center (north end)

OCTOBER 2018

Monday	October 1	City Council	7:00 p.m.	Community Center (north end)
Tuesday	October 2	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Tuesday	October 9	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	October 15	City Council	7:00 p.m.	Community Center (north end)
Wednesday	October 17	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	October 29	Planning Commission	7:00 p.m.	Community Center (north end)

NOVEMBER 2018

Monday	November 5	City Council	7:00 p.m.	Community Center (north end)
Tuesday	November 6	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Monday	November 12	CITY OFFICES CLOSED IN OBSERVANCE OF VETERANS DAY HOLIDAY		
Tuesday	November 13	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	November 19	City Council	7:00 p.m.	Community Center (north end)
Wednesday	November 21	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Thursday	November 22	CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING HOLIDAY		
Friday	November 23			
Monday	November 26	Planning Commission	7:00 p.m.	Community Center (north end)

**City of Stayton
City Council Meeting Action Minutes
June 25, 2018**

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

Time Start: 6:01 P.M.

Time End: 6:07 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Henry Porter	Alissa Angelo, Deputy City Recorder
Councilor Priscilla Glidewell	Keith Campbell, City Manager
Councilor Mark Kronquist (excused)	Lance Ludwick, Public Works Director
Councilor Christopher Molin	
Councilor Brian Quigley	
Councilor Joe Usselman	

AGENDA	ACTIONS
SPECIAL SESSION MEETING	
NEW BUSINESS Award of Contract for Mill Creek Park Regional Stormwater Facility Construction Project a. Staff Report b. Council Deliberation c. Council Decision	Mr. Ludwick reviewed the staff report. Brief Council discussion of the project, bidders and qualifications. Motion from Councilor Quigley, seconded by Councilor Glidewell, to award the Mill Creek Park Regional Stormwater Facility construction contract to K and E Excavating, Inc. for the bid amount of \$1,635,405.50. Motion passed 4:0.

APPROVED BY THE STAYTON CITY COUNCIL THIS 16TH DAY OF JULY 2018, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____

Henry A. Porter, Mayor

Date: _____

Attest: _____

Keith D. Campbell, City Manager

Date: _____

Transcribed by: _____

Alissa Angelo, Deputy City Recorder

City of Stayton
City Council Meeting Action Minutes
July 2, 2018

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

Time Start: 7:00 P.M.

Time End: 7:40 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Henry Porter	Alissa Angelo, Deputy City Recorder
Councilor Priscilla Glidewell (joined at 7:02 p.m.)	Keith Campbell, City Manager
Councilor Mark Kronquist	Dan Fleishman, Director of Planning & Development
Councilor Christopher Molin	Lance Ludwick, Public Works Director
Councilor Brian Quigley	Janna Moser, Library Director
Councilor Joe Usselman	Rich Sebens, Chief of Police
	Andy Parks, Financial Consultant

AGENDA	ACTIONS
REGULAR MEETING	
Announcements	
a. Additions to the Agenda	Mayor Porter made a change to the agenda, moving Business from the Mayor just following the Consent Agenda.
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	Councilor Kronquist declared ex parte contact with the North Santiam School District Superintendent, Pacific Power, and referenced a possible future development he may be involved in.
Presentations / Comments from the Public	
a. Dave Sykes	Mr. Sykes spoke about problems with illegal fireworks near his home at Stayton Elder Manor. Chief Sebens responded.
b. LeReese Mohn	Ms. Mohn also spoke about problems with illegal fireworks near where she resides at Stayton Elder Manor.
c. Tom Peterson	Mr. Peterson complained about large construction vehicles driving down Kindle Way. City staff was unaware of the issue and would look into this.
Consent Agenda	
a. June 4, 2018 City Council Minutes	Motion from Councilor Kronquist, seconded by Councilor Usselman, to approve the consent agenda as submitted. Motion passed 5:0.
b. Proposed Amendments to Standard Conditions of Approval	
c. Renewal of CCRLS Agreement	
Public Hearing	None.
Unfinished Business	None.

<p>New Business Resolution No. 981, Receiving and Acknowledging the July 1, 2017 Actuarial Valutaion Report for the City’s Retirement Program and Authorizing the City Manager to Make an Additional Contribution to the City’s Retirement Plan</p> <p>a. Staff Report – Andy Parks b. Council Deliberation c. Council Decision</p>	<p>Mr. Parks reviewed his staff report. None. Motion from Councilor Kronquist, seconded by Councilor Molin, to approve Resolution No. 981, receiving and acknowledging the July 1, 2017 Actuarial Valuation Report for the City’s retirement program and authorizing the City Manager to make an additional contribution to the City’s retirement plan. Motion passed 5:0.</p>
<p>Business from the Mayor</p> <p>a. Reappointment of Lauren Mulligan to the Library Board</p>	<p>Motion from Councilor Quigley, seconded by Councilor Kronquist, to ratify the reappointment of Lauren Mulligan to the Library Board. Motion passed 5:0.</p>
<p>Staff / Commission Reports Finance Department Report – Cindy Chauran & Elizabeth Baldwin</p> <p>a. May 2018 Monthly Finance Department Report</p> <p>Police Chief’s Report – Chief Rich Sebens</p> <p>a. May 2018 Statistical Report</p> <p>Public Works Director’s Report – Lance Ludwick</p> <p>a. May 2018 Operating Report</p> <p>Planning & Development Director’s Report – Dan Fleishman</p> <p>a. May 2018 Activities Report</p> <p>Library Director’s Report – Janna Moser</p> <p>a. May 2018 Activities</p>	<p>No discussion.</p> <p>Chief Sebens spoke briefly about the recent Fishing Derby.</p> <p>Brief discussion of potential new development.</p> <p>No discussion.</p> <p>Ms. Moser spoke briefly about Summer Reading.</p>
<p>Presentations / Comments from the Public</p> <p>a. Paige Hook</p> <p>b. David Patty</p>	<p>Ms. Hook inquired if it was appropriate for a Councilor to tell a developer they should change their building design to fit Stayton, as well as if it was appropriate for a Councilor to mention their own potential development in a public meeting. City staff was unsure and stated they would pose the question to the City’s legal counsel.</p> <p>Mr. Patty inquired about the Library’s mascots which are part of the Summer Reading Program.</p>
<p>Business from the City Manager</p>	<p>Mr. Campbell thanked Sean O’Day with the Mid-Willamette Valley Council of Governments for his presentation on June 18th.</p>

Business from the Council	None.
Future Agenda Items – Monday, July 16, 2018 <ul style="list-style-type: none"> a. Star Cinema Lease b. Award of Bid – Slurry Seal c. Comprehensive Plan and Zone Map Amendment 	

APPROVED BY THE STAYTON CITY COUNCIL THIS 16TH DAY OF JULY 2018, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

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

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

Date: _____ Transcribed by: _____
Alissa Angelo, 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: Keith Campbell, City Manager
DATE: July 16, 2018
SUBJECT: Consent Agenda – Star Cinema Lease Agreement Renewal

ISSUE

Renewal of the Star Cinema Lease Agreement.

ENCLOSURE(S)

1. Star Cinema Lease Agreement

BACKGROUND INFORMATION

In 2002, Jeff Mexico began leasing the Star Cinema building from the City of Stayton. At that time, the theater had been closed since 1999. Over the past 16 years, the City and Mr. Mexico have collaborated on many facility, electrical, heating and air systems, and fire alarm system upgrades. The Mexico's have been excellent tenants during their time operating the Star Cinema Theater.

STAFF RECOMMENDATION

Staff recommends renewal of the lease agreement for the Star Cinema.

MOTION(S)

No motion necessary; consent agenda item.

LEASE AGREEMENT

This LEASE AGREEMENT is by and between City of Stayton (“Lessor/City”) and Cinema Treasures, LLC.

Lessor desires to lease approximately 4,720 sq. ft. of space at 350 N. Third Avenue, Stayton, OR, commonly known as the Star Cinema (“Premises”), and Lessee desires to lease said Premises from Lessor.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Lease Agreement (“Lease”), Lessor and Lessee agree as follows:

SECTION 1 – AGREEMENT TO LEASE: TERM AND OPTION

Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor, for the term and in accordance with all of the agreements, covenants, and conditions set forth in this lease. The term of this Lease (“Term”) shall begin and possession of the Premises shall be delivered, after the Lease has been signed and approved by both parties (the possession date shall be the “Commencement Date”); and, shall continue for a period of five (5) years, and shall end on the fifth anniversary of the Commencement Date unless sooner terminated pursuant to any provision of this Lease.

Commencement Date is October 1, 2018.

SECTION 2 – RENT; LATE CHARGES; TAXES

2.1 Base Rent

From Commencement Date, Lessee shall pay \$758.00 each calendar month as Base Rent. Base Rent shall be paid in advance prior to the 30th day of each calendar month without any deduction, offset, or hold back of any nature whatsoever. All payments shall be made at Stayton City Hall.

2.2 Interest and Late Charges

Rent, if not paid within thirty (30) days of the due date, shall bear interest at the rate of nine percent (9%) per annum from the due date until fully paid, with the interest rate to be applied to the amount past due.

2.3 Personal Property Taxes

Lessee shall be responsible for and pay any and all property taxes levied on Lessee’s personal property located on the Premises.

SECTION 3 – USE OF PREMISES

3.1 Lessee shall use the Premises only for showing moving pictures, suitable performing arts entertainment, and closely related uses, and for no other purpose without

Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee shall comply, at their expense, with all applicable laws, ordinances, and regulations of any public authority. Lessee shall not conduct or permit any activities on the Premises that are a nuisance, may damage the reputation of the Premises, or are offensive to Lessor or other tenants of the building. Example of prohibited activities: viewings of "X" rated or pornographic film / performances.

3.2 **Hazardous Substances**

- a. Lessee shall refrain from using or allowing anyone else from using the Premises to generate, manufacture, refine, transport, treat, store, recycle, release, or dispose of any hazardous substance as defined below. Lessee shall refrain from causing, permitting or suffering any hazardous substance, as defined below, to be brought upon, used, kept, or stored in or about the Premises without the prior written consent of Lessor. Lessee shall refrain from the discharge, deposit or disposal of hazardous substances or engaging in any activity which would be subject to or regulated by state, local, or federal law or regulation and as defined below. Lessee shall be responsible for any and all preventative, investigative, or remedial actions including emergency response, removal, containment, and other remedial actions that are required by law or government regulation or order or that are necessary to minimize damage or injury to property, persons, or the environment, or the threat of such damage or injury by release of or exposure to hazardous substances.
- b. Lessee shall not commit or permit any action (or inaction) upon the Premises which may subject Lessee or Lessor to any liability for injury, damages to persons or property, or any violation of law, or legal requirements, regarding the unlawful manufacture, storage transportation of any Hazardous Substances, as defined below, of any type, within or on said Premises, but shall exercise such control over the property to protect Lessee and Lessor fully against any such liability.
- c. **Hazardous Substances Defined.** As used herein, "Hazardous Substances" shall mean any asbestos, petroleum, gasoline, fuel, or any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic substances, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect.

3.3 **Limitations on Use**

Lessee shall refrain from any use of the Premises that would cause the fire insurance rates on the Premises or the building to be increased. If Lessee fails to comply with this restriction after reasonable notice from Lessor, Lessee shall pay any resulting extra cost of the fire insurance upon written demand of Lessor.

3.4 **Building Loads**

Lessee shall refrain from any activity or installation that will overload the floor or electrical circuits of the Building or create undue stress or strain on any part of the Building. Lessor shall have the right to approve in advance the installation of any power-driven machinery, or other machinery or heavy equipment not customary for normal building use. Lessor may select a qualified electrician whose opinion will control regarding electrical circuits or a qualified engineer or architect whose opinion will control regarding floor loads or other stresses.

3.5 **Signs**

Lessee shall not display, inscribe, print, or affix any permanent sign, picture, advertisement, or notice on any portion of the Premises, including but not limited to any wall, glass, wood, or brick surface, without Lessor's prior written approval as to design, size, location, and color, without any other approval required by the City.

3.6 **Acceptance "As Is"; Compliance with Americans with Disabilities Act (ADA)**

- a. **Lessee Accepts Theater "As Is."** In the event Lessee is required to make repairs to the building's structural components, foundation, gutters, exterior walls, common halls, HVAC, heating system, plumbing, electrical, and if the total cost of making the repairs exceeds \$2,000, the Lessee shall have the right, upon giving Lessor sixty (60) days prior written notice, to terminate this Lease. If Lessor elects to terminate the Lease, all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to reimbursement of any prepaid rents paid by Lessee and attributable to the anticipated term.
- b. **Compliance.** Lessee shall be responsible for compliance with the ADA for all issues which arise with respect to Lessee's trade fixtures, equipment and free standing space dividers and any other fixtures or equipment installed or used on the premises by Lessee. Lessor shall be responsible for compliance with the ADA with respect to all issues which arise due to structural features of the leased space. With respect to each party's area of responsibility, each party shall take steps which are necessary to comply with the ADA, shall pay for all costs of compliance, promptly, when due, and shall pay all penalties, fines, judgements, including attorney fees and court costs, which may be levied or assessed because of a failure to comply with the ADA.
- c. **Termination.** In the event Lessor is required to make any changes in the structure of the leased space in order to comply with the ADA and if the cost of making the structural changes exceeds the sum of \$5,000, Lessor shall have the right, upon giving Lessee sixty (60) days prior written notice, to terminate this Lease. If Lessor elects to terminate the Lease, all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to the reimbursement of any prepaid rents paid by Lessee and attributable to the anticipated term. If Lessor does not elect to terminate the Lessee, Lessor shall proceed to make such alterations as are necessary to comply with the ADA. Rent shall be abated during

the period of such alterations to the extent the alteration work interferes with Lessee's occupancy.

- d. **Acceptance of Premises "As Is."** Lessee agrees to accept possession of the Premises in an "as is" condition on the Commencement Date. The taking of possession of the Premises by Lessee shall be conclusive evidence as to Lessee that, at the time such possession was so taken, the Premises were in good and satisfactory condition.
- e. **Extraordinary Expenses.** In the event that Lessor becomes aware of any financial obligation not existing on the Commencement Date, including any fee, license, or tax imposed by another governmental agency which exceeds the sum of \$1,000, Lessor shall have the right upon giving Lessee sixty (60) days prior written notice, to terminate this Lease. If Lessor elects to terminate the Lease, all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to the reimbursement of any prepaid rents paid by Lessee and attributable to the anticipated term.

SECTION 4 – MAINTENANCE

4.1 Obligations

- a. **Lessor:** Lessor shall have no responsibility for maintaining the Premises other than to repair and maintain the building's structural components, foundation, roof, gutters, exterior walls, and common halls in sound, clean and serviceable condition.
- b. **Lessee:** Lessee shall maintain in good condition the windows, the heating, ventilation, and air conditioning system, the plumbing and plumbing fixtures, the electrical system, and projection equipment, and repair at Lessee's cost. Repair of damage caused by Lessee's negligent or intentional acts or acts in breach of this Lease shall be at Lessee's expense. Any halls and passageways which may be included within the Premises.

4.2 Performance of Maintenance

Lessor shall have the right to erect scaffolding and other apparatus necessary for the purpose of making required repairs. Lessor shall have no liability for consequential damages for failure to perform required maintenance and repair. Lessor shall have no liability for interference with Lessee's use by needed repairs and installations, or modifications required by any governmental body, provided that the work is performed in a manner designed to cause a reasonable minimum interference to Lessee. Lessor shall have no obligation to use overtime labor to minimize disturbance to Lessee.

SECTION 5 – UTILITIES

5.1 **Provision of Utilities**

At Lessor's expense, Lessor shall cause the Premises to be provided with garbage, as well as with electricity for lighting, heating (natural gas), telephone, and air conditioning; the costs of such utilities shall be at the Lessee's expense. The Lessor shall provide water and sewer to the Lessee at no cost. Lessee's electrical usage on the Premises shall be individually metered and billed directly by the utility providing such service. Lessee shall be solely responsible for the payment for such service and shall do so promptly upon receipt of the billing statement.

5.2 **Interruption of Services**

Lessor does not warrant that any of the services and utilities referred to in this Section will be free from interruption caused by or resulting from any variation, interruption, or failure of such services due to any cause whatsoever. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident, strike, or conditions or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee to relieve Lessee from any of Lessee's obligations under this Lease, provided that any such repairs alterations or improvements that have been performed by Lessor or Lessor's contractors are performed in a manner designed to cause a reasonable minimum of interference with such services. Lessor shall not be in default of this Lease, or have any liability to Lessee for damages, nor shall Lessee be entitled to any abatement of or offset against rent due if any of the services to be provided by Lessor pursuant to this Section 5 are not provided by Lessor.

SECTION 6 – MAINTENANCE AND ALTERATIONS

6.1 **Maintenance**

Lessee shall maintain the Premises in a neat, clean, good condition (including janitorial) at all times, and shall cause to be repaired all damage to the Premises caused by Lessee's use. In the event such a repair is required, Lessor may require that the repair work be performed by Lessor and Lessee shall pay the actual cost of the repair work. If repair work is to be done by Lessee, Lessor shall have the right to approve the workmen selected by Lessee. If Lessee fails to perform, Lessor may provide such service or maintenance at Lessee's expense.

6.2 **Alterations**

Lessee shall not make any alterations, additions, or improvements to the Premises, change the color of the interior or exterior, or install any wall or floor covering without Lessor's prior written consent, which will not be unreasonably withheld. Any such additions, alterations, or improvements, including any sound system improvements installed by Lessee, except for unattached movable trade fixtures, shall at once become part of the building and belong to Lessor unless the terms of the applicable consent provide otherwise.

SECTION 7 – LIABILITY TO THIRD PERSONS

7.1 Construction Work

Lessee shall give Lessor written notice at least 10 days in advance of the commencement of any work which could result in the imposition of a lien pursuant to ORS Chapter 87 and Lessee authorizes Lessor to post a notice of non-responsibility pursuant to ORS 87.030. Lessee shall pay when due all claims arising out of Lessee's conduct for work done on or for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens other than liens created by Lessor. If Lessee fails to pay any such claim or to discharge any such lien, Lessor may do so and collect such amount as additional Base Rent, together with interest thereon as provided in Section 2.

7.2 Liability

Lessee shall not commit or permit any action (or inaction) upon the Premises which may subject Lessor to any liability for injury, damages to persons or property, or any violation of law or legal requirements, but shall exercise such control over the Premises as to protect Lessor fully against any such liability. Lessee agrees to indemnify and hold harmless Lessor from and against all claims against Lessor arising from any act, omission, or negligence of Lessee, its contractors, licensees, agents, servants, employees, invitees, or visitors; all claims against Lessor arising from any accident, injury, or damage whatsoever caused to any person or property occurring during the Term and in, about, or outside the Premises, if such accident, injury, or damages results (or is claimed to have resulted) from an act or omission of Lessee or Lessee's agents, employees, invitees, or visitors; and any claim against Lessor arising from any breach, violation, or nonperformance by Lessee of any provision of this Lease. This indemnity and hold harmless agreement shall include, indemnity from and against any and all liability fines, suits, demands, costs, and expenses (including reasonable attorneys' fees) of any kind or nature incurred in connection with any such claim or any proceeding brought thereon and the defense thereof.

7.3 Liability Insurance

From and after the date of delivery of the Premises to Lessee, and at all times during the Term, Lessee shall carry comprehensive public liability insurance in the amount of not less than \$1,000,000 and in a form satisfactory to Lessor. Such insurance shall be evidenced by a certificate delivered to Lessor stating that the coverage will not be canceled or materially altered without 30 days' advance written notice to Lessor. Such insurance shall name Lessor and any parties designated by Lessor as additional insureds and shall contain a contractual liability endorsement referring to this Lease.

7.4 Property Damage and Fire Insurance

Lessee shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement cost basis covering all equipment and

tenant improvements on the leased Premises in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Lessor. The policies shall be written in such form with such terms and by such insurance companies reasonably acceptable to Lessor. Lessee shall deliver to Lessor certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Lessor. In the event of loss, Lessee shall give immediate notice to Lessor. Lessor may make proof of loss if Lessee fails to do so within 15 days of the casualty.

7.5 Lessor's Right to Procure Insurance

In the event Lessee fails to procure, maintain, or pay for, at the times and for the duration specified in this Section, any insurance required therein, or fails to carry insurance required by law or governmental regulation, Lessor may (but shall not be obligated to) at any time, upon written notice to Lessee, procure such insurance and pay the premiums therefore, in which event Lessee shall repay to the Lessor all sums so paid by Lessor, together with interest thereon as provided in Section 2.2 and any costs or expenses incurred by Lessor in connection therewith, within ten days following Lessor's written demand to Lessee for such payment.

SECTION 8 – DAMAGE

8.1 Limitation of Lessor's Liability

Any building employee or contractor to whom any property is entrusted by or on behalf of Lessee shall be deemed to be acting as Lessee's agent with respect to such property. Lessor and its agents shall not be liable for any damage to any property entrusted to employees or contractors of Lessee by or on behalf of Lessee, or for the loss of or damage to any property of Lessee by theft or otherwise. Neither Lessor nor its agents shall be liable for any injury or damage to persons or property or any interruption of Lessee's business resulting from any cause whatsoever; any damage caused by other tenants or persons in the building or caused by construction of any private, public, or quasi-public work; or any defect, whether latent or patent, in the Premises or the building. However, no provision of this Lease shall be construed to relieve Lessor from responsibility directly to Lessee for any loss or damage caused directly to Lessee by the negligent acts or omissions of Lessor.

8.2 Damage to Premises/Building

Lessee shall give immediate notice to Lessor in case of fire or accident involving the Premises or building. If fire or other casualty causes such damage to the Premises or building as to make the Premises unsuited for the use permitted by this Lease, either Lessor or Lessee may elect to terminate this Lease by written notice to Lessee given

within 30 days following the date of damage. Upon the giving of such notice, this Lease shall be terminated as of the date of damage.

8.3 Restoration

- a. If the Premises or building is damaged and this Lease has not been terminated pursuant to this Section, Lessor shall repair the damage and restore the Premises or building to a condition comparable to that existing prior to the damage, subject to the provisions of Section 8.4. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond Lessor's reasonable control. Base Rent shall be reduced during the period of repair by an amount equal to the Base Rent multiplied by the ratio between the number of square feet of the Premises which are not reasonably usable for the use permitted by this Lease on account of such damage and the number of square feet in the Premises. If the damage does not cause any material interference with Lessee's use, there shall be no abatement of Base Rent. Lessee shall cooperate with Lessor during the period of repair and vacate all or any part of the Premises to the extent necessary for the performance of the required work.
- b. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and repairs do not exceed sixty (60) percent of the value of the building, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered un-tenantable. However if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if repair costs exceed sixty (60) percent of the value of the building, or if the property is condemned, this Lease shall terminate upon sixty days' written notice of such event or condition by either party and any unearned rent paid in advance by Lessee shall be apportioned and refunded to it. Lessee shall give Lessor notice of any damage to the Premises

8.4 Restoration of Lessee's Property

Repair, replacement, or restoration of any fixtures and personal property owned by Lessee or any additions or improvements to the Premises constructed by Lessee shall be the responsibility of Lessee regardless of the cause of the damage, except as caused solely by Lessor's negligence. Lessee shall pay all costs of moving its property when required in connection with repairs of the Premises.

8.5 Protection of Lessee's Property, Subrogation

Lessee shall be responsible for insuring their personal property and trade fixtures located on the Premises. Neither party shall be liable to the other party for any loss or damage caused by water damage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no

subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

SECTION 9 – DEFAULT REMEDIES

- 9.1 **Events of Default.** The following shall be events of default:
- a. Failure of Lessee to pay any rent or other charge within 30 days after it is due.
 - b. Abandonment, desertion or vacation of the Premises during the Term, except as required under this Lease.
 - c. Failure of Lessee to comply with any other term or condition or fulfill any other obligation under this Lease within 20 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within such 20-day period, this requirement shall be satisfied if Lessee begins correction of the default within such 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is reasonably possible.
 - d. The filing by Lessee or third party of a voluntary petition in bankruptcy or insolvency, seeking any relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law, or any assignment by Lessee for the benefit of creditors.
- 9.2 **Remedies of Default.** Lessor shall have the following remedies if in default, in addition to, and shall not preclude, any other remedy available to Lessor under applicable law:
- a. Lessor, at Lessor's option, may relet the whole or any part of the Premises from time to time, either in the name of Lessor or otherwise, to such tenants, for such terms ending before, on, or after the expiration of the Term. No such reletting or failure shall operate to relieve Lessee of any Liability under the Lease or otherwise to affect any such liability.
 - b. Whether or not Lessor retakes possession of or relets the Premises, Lessor shall have the right to recover unpaid rent and all damages caused by the default, including attorneys' fees and costs.
 - c. If Lessee shall fail to remove any of Lessee's property of any nature whatsoever from the leased Premises or the building at the termination of this Lease or when Lessor has the right of re- entry, Lessor may, at Lessor's option, remove and store said property without liability for the loss thereof or damage thereto, such storage to be for the account and the expense of Lessee.

SECTION 10 – SURRENDER OF PREMISES

10.1 **Surrender of Premises**

Upon expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the Premises and all improvements made to the Premises and all fixtures including movie/film digital projector, whether installed or paid for by Lessor or Lessee, in first class condition. Depreciation and wear from ordinary use for the purpose for which the Premises were leased need not be restored, but all repairs for which Lessee is responsible shall be completed by the latest practical date prior to such surrender. Lessee shall remove all of its movable furnishings and movable trade fixtures that remain its property and restore all damage resulting from such removal. In addition, Lessor may require the removal of any nonstandard tenant improvements or fixtures installed by or for Lessee and Lessee shall restore all damage resulting from such removal. Failure to remove any property from the Premises in accordance with this Section shall be an abandonment of such property, and Lessor may dispose of such property in any manner without liability and may charge Lessee for the actual cost of removal, storage, and disposal of such property in any manner without liability and the renovation of the Premises required after such removal.

10.2 **Failure to Surrender**

If Lessee fails to vacate the Premises when required, including failure to remove all its personal property, Lessor may elect either to treat Lessee as a tenant from month to month, subject to all provisions of this Lease.

SECTION 11 – ACCESS TO PREMISES BY LESSOR

Lessee shall give Lessor, and its agents, reasonable access to the Premises to enable them to inspect the Premises, to respond to any emergency or perform any maintenance or other work on the Premises, or for the purposes of exhibiting the Premises to prospective occupants.

SECTION 12 – GENERAL PROVISIONS

12.1 **Time**

Time is of the essence of the performance of each obligation of Lessee under this Lease.

12.2 **Waiver**

Any waiver of any provision of this Lease shall be in writing signed by the party to be bound by such waiver. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

12.3 **Prior Agreements: Modifications**

This Lease is the entire, final, and complete agreement of the parties pertaining to the lease of the Premises, and supersedes and replaces all prior or existing written and oral agreements between the parties. This Lease may not be modified except by

endorsement, dated and signed by the parties. Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this Lease.

12.4 Successors

Subject to the limitations concerning transfers by Lessee, the rights, liabilities, and remedies provided in this Lease shall extend to the heirs, legal representatives, successors, and assigns of the Parties. The words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, proprietorships, partnerships, associations, or corporations which may be or become parties to this Lease.

12.5 Notices

Any notice that either party desires to give the other shall be given by certified mail, return receipt requested, addressed as follows (changes of address shall be promptly provided to the other party):

TO LESSOR:

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

TO LESSEE:

Jeff Mexico
dba Cinema Treasures, LLC
11496 McClellan Lane SE
Aumsville, OR 97325

12.6 Dispute Resolution (construed by Oregon Laws)

- a. In the event a dispute arises between the parties as to the terms of this Agreement, the matter shall first be addressed through mandatory mediation. If not settled by mediation, the parties shall resolve the matter by binding arbitration in accordance with Oregon laws.
- b. In the event either party brings action to enforce the terms of this Lease or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal. Venue shall be in the Circuit Court of Marion County, Oregon.

12.7 Promotional Requirements

Lessee shall provide no less than three (3) promotional "slides," on an ongoing basis, promoting the benefits of living in the City of Stayton or other City-related topics, to be determined by Lessor, at no cost to Lessor.

12.8 Preparation of Lease Agreement – Notice to Lessee

This Lease Agreement has been prepared by Lessor and/or its legal counsel. The Lessee expressly acknowledges that Lessee has been advised that Lessee may and

should obtain Lessee's own legal representation in regard to this transaction and this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate.

LESSOR

Dated: _____

By: _____
Keith D. Campbell, City Manager

Attest: _____
Alissa Angelo, Deputy City Recorder

LESSEE

Dated: _____

By: _____
Jeff Mexico



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: Dan Fleishman, Director of Planning and Development
DATE: July 16, 2018
SUBJECT: Ordinance 1022 Amending Stayton Comprehensive Plan Map and Stayton Official Zoning Map to Reduce the Number of Nonconforming Single Family Dwellings

ISSUE

The issue before the City Council is a public hearing on proposed legislative amendments to the Official Zoning Map and the Comprehensive Plan Map to reduce the number of single family detached dwellings in the City that are nonconforming uses. Following the public hearing, the Council will be requested to consider Ordinance 1022 to amend the Comprehensive Plan Map and Official Zoning Map.

BACKGROUND INFORMATION

Nonconforming uses are defined as uses that are lawfully existing but do not conform to the list of permitted uses in the zone in which they are located. In general, nonconforming uses are uses that were in existence prior to the enactment of the regulations. The Code allows them to continue, but restricts their expansion or enlargement and specifies that should they be discontinued, they may not be resumed. In theory, whereas they are uses that are not permitted, we would want to see them live out their economic life and then disappear, to be replaced by conforming uses.

Single family detached dwellings are not permitted uses in the Commercial Retail, Commercial General, Light Industrial or Downtown Mixed Use zones. From the City's Geographic Information System, staff estimates that there are between 90 and 100 single family dwellings that were in existence prior to the enactment of the Land Use and Development Code and located in these zones.

The Council may recall that in March, Ordinance 1016 was enacted that changed the treatment of nonconforming single family dwelling under the Code, allowing them to be enlarged or added to. Following enactment of Ordinance 1016 the Planning Commission initiated the effort that has culminated in this evening's public hearing and Ordinance 1022 in order to reduce the number of nonconforming single family dwellings in the City.

When the City's Comprehensive Plan and Zoning Map was adopted in the mid-1970s there were several concentrations of residential uses that were zoned either commercial or industrial. When the current Comprehensive Plan Map and Zoning Map were adopted in 2013 the zoning of these areas was not changed. These "neighborhoods" have seen little or no conversion of property from residential use to commercial use.

At the March Planning Commission meeting, Commission members looked at these areas and voted to initiate the amendment process. Notice of the proposed amendments was provided to the Department of Land Conservation and Development on April 5. Written notice of the proposed amendments was provided to property owners, as required by ORS 227.185, on April 24. Notice of the Planning Commission's public hearing was published in the *Stayton Mail* on May 23.

The Planning Commission received one written comment prior to the public hearing and heard testimony from several individuals at the public hearing. As a result of the comments and testimony, the Planning Commission chose to modify their original proposal to eliminate some properties from the map amendments. The owners of those properties expressed a preference to keep the zoning as commercial.

Also following the May public hearing the Planning Commission requested that staff contact the owners of two businesses that would become nonconforming should the zoning change. The owner of one business expressed no preference and the other business owner expressed a preference to maintain the commercial zoning not just for his business but for the adjacent residences he also owns.

As a result, Planning Commission further modified the proposal to eliminate the property owned by this individual.

Notice of City Council's hearing was mailed to all of the property owners who received the original notification on July 2 and published in the *Stayton Mail* on July 11. Included with the staff report are three pieces of correspondence that have been received.

Ordinance 1022 contains a series of six maps that shows the Comprehensive Plan Map amendments and the Zoning Map amendments for each of the areas.

ANALYSIS

The Planning Commission has initiated a Comprehensive Plan Map and an Official Zone Map amendment for three areas within the city that are designated and zoned commercial or industrial and are exclusively in residential use. In this staff report "designation" refers to Comprehensive Plan Map designation and "zoned" refers to zoning by the Official Zoning Map.

The first area is along N Second Ave and N Third Ave between the Stayton Elementary School and E Cedar St. A 2014 aerial photo of the area showing the existing zoning is shown on the next page.

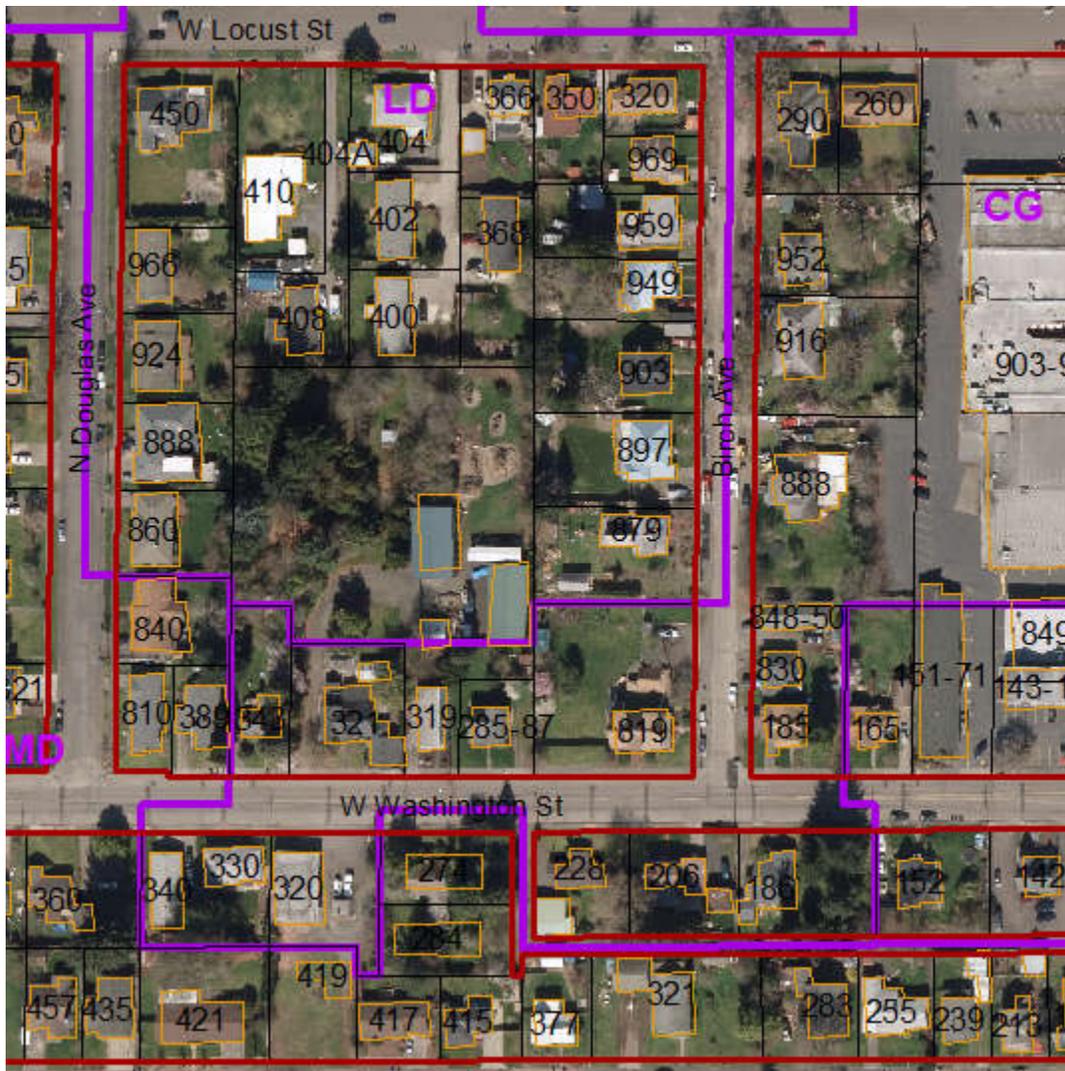
The seven block area includes 32 single family dwellings and just two businesses. There is also a storage building that is that is not used commercially. The Planning Commission's original proposal would change the designation of 8.03 acres from Commercial to Residential and change the zoning of the same area of land from Commercial General to Medium Density Residential. The new veterinary clinic at the northwest corner of N Second and E Hollister and

the pet supply warehouse at the southwest corner of N Second and E Cedar would remain in the Commercial General Zone.



The second area is along W Washington St and N Birch Ave. West of the Stayton Plaza shopping center and the Mary Artz bookkeeping office, all of W Washington is in residential use except for Stayton Dry Cleaning and Russ Strohmeyer’s photography studio. The west side of N Birch Ave is zoned Commercial General, but the entire block is in residential use. There are a total of

16 single family detached dwellings in this area. The Planning Commission's original proposal would have changed all of N Birch into the Low Density Residential Zone, as the west side of the street currently is, the north side of W Washington into the LD zone, from the dentist office to the MD zone at N Douglas Ave, and the south side W Washington into in the MD zone from the Mary Artz bookkeeping office to the existing MD zoning. This proposal would have converted 3.67 acres from Commercial General to LD and 1.46 acres from CG to MD. In addition, there would have been the conversion of 0.23 acres from Commercial Retail to LD and 0.27 acres from CR to MD. While this amendment would have made 16 homes conforming uses, it should be noted that two existing businesses would have become nonconforming. A 2014 aerial photo of the area showing the existing zoning is below:



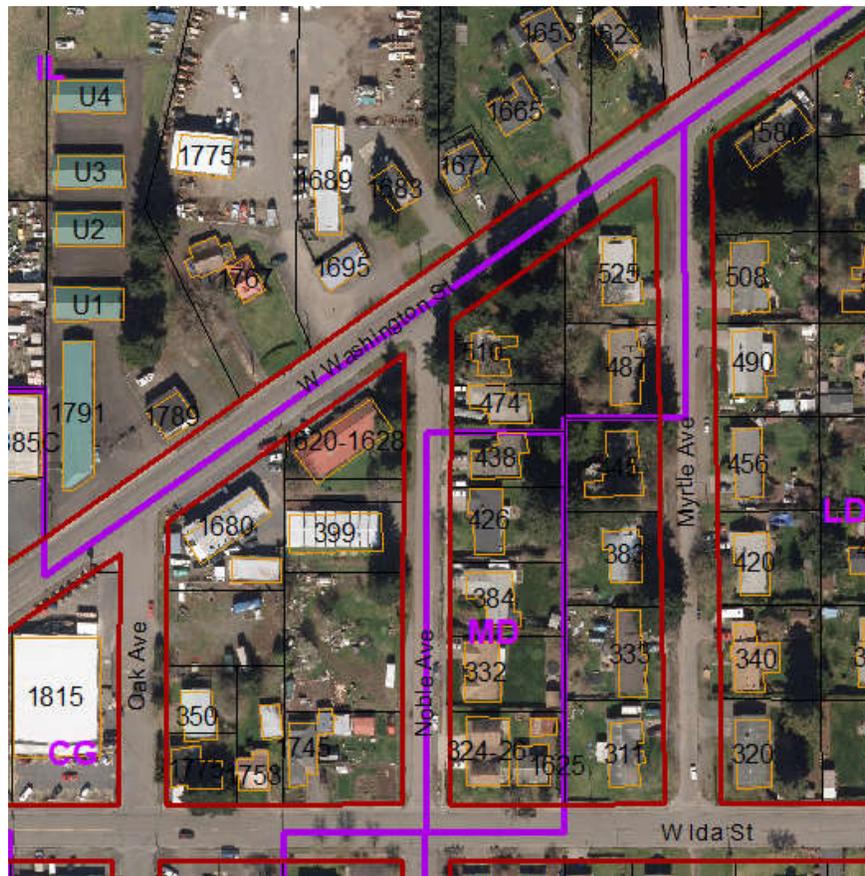
Following the testimony from the owners of the properties at the northeast corner of W Washington and N Birch, opposing the change the Planning Commission eliminated these two properties from the proposed amendment, keeping them in the Commercial designation and zoned Commercial Retail and Commercial General respectively. Following the public hearing, the Commission requested that staff specifically contact the owners of the properties with the two existing businesses to be impacted by the proposed amendments. The owner of the photography studio on the north side of W Washington also owns three tax parcels in

residential use. The owner preferred that all four parcels remain in the Commercial General Zone. There was no comment from the owner of the dry cleaning establishment on the south side of W Washington St.

The Planning Commission further revised the proposed amendment to eliminate all properties on the north side of W Washington St from the change, and to maintain the current Comprehensive Plan Map designation and zoning for these properties.

As revised, the proposal for this area will convert four tax parcels on the east side of N Birch Ave from Commercial General to Low Density Residential, with a combined area of 1.23 acres; on 0.27 acre parcel from Commercial Retail to Medium Density Residential; and 5 parcels with a combined area of 1.12 acres from Commercial General to MD.

The third area is along W Washington St and N Noble Ave. On the north side of W Washington St, south of the Salem Ditch, there are seven single family homes on five tax parcels, zoned Light Industrial. These parcels range in size from 6,000 square feet to 2 acres, though two of the parcels extend on both sides of the Salem Ditch. On the south side of W Washington, between Myrtle and Noble, there are four single family dwellings in the CG zone. The proposed amendment is to place the properties on the north side of W Washington, the two properties on the west side of N Myrtle, and the two properties on the east side of N Noble in the LD zone and the properties on the west side of N Noble and east side of N Oak Ave be placed in the MD zone. This proposal would convert 2.44 acres from Light Industrial to LD and 1.40 acres from CG to LD. In addition, there would be the conversion of 1.86 acres from CG to MD. A 2014 aerial photo of the area showing the existing zoning is below:



Following the testimony from the owners of the properties on the north side of W Washington St, the Planning Commission eliminated these six parcels from the amendment and maintained the Industrial designation and Light Industrial zoning for the north side of W Washington St.

Therefore, the revised proposal is to change only the designation and zoning along Oak, Noble and Myrtle Avenues, between W Ida St and W Washington St. The revised proposal is to convert four tax parcels with a combined area of 0.75 acres from CG to LD. In addition, there would be the conversion of six tax parcels with a combined area of 1.38 acres from CG to MD.

Approval Criteria

As a legislative amendment, the criterion for approval of the comprehensive plan map amendment is found in Section 17.12.170.6.a: "The amendment is consistent with the other goals and policies of the Comprehensive Plan, including any relevant area plans, and the statewide planning goals."

There are no area plans that address any of the three areas proposed for comprehensive plan map amendment. I have scanned the goals and policies in the Comprehensive Plan relative to housing, economic development and land use and found none that provide direction relevant to the proposal. The statewide planning goals that are relevant are Goals 1, 9, 10

Goal 1 promotes citizen involvement. Public notice of the hearing was provided by publication in the Stayton Mail and by mailing to all of the affected property owners.

Goal 9 relates to providing adequate opportunities for a variety of economic activities. The proposed amendments would reduce the amount of land within the City designated for commercial and industrial uses. However, all of the affected land has been historically, and is currently, used for residential purposes. It has been designated/zoned for commercial and industrial use for forty years and the use remains residential. Staff would conclude that these reductions in the amount of land designated and zoned for commercial and industrial uses will not impact economic opportunity within the City, as it is unlikely the residential uses or development would be converted to commercial or industrial uses.

Goal 10 is to provide for the housing needs of citizens of the state. The proposed amendments do not impact the amount of buildable land in the City. All of the land proposed for a change in designation and zoning is developed and has no opportunity for additional development of housing, though duplexes are permitted uses in the MD zone.

In addition to the Statewide Planning Goals, OAR 660-012, the Transportation Planning Rule, impacts our decision making process. OAR 660-012-0060(1) requires a finding whether an amendment to an acknowledged comprehensive plan would significantly affect an existing or planned transportation facility. In the present case, the potential traffic generation from the proposed designation/zoning would be less than the potential traffic generation from the current designation/zoning.

As a legislative amendment, the criterion for approval of the official zoning map amendment is found in Section 17.12.180.6.a: "The amendment is consistent with the other goals and policies of the Comprehensive Plan, including any relevant area plans."

There are no area plans that address any of the three areas proposed for comprehensive plan map amendment. I have scanned the goals and policies in the Comprehensive Plan relative to

housing, economic development and land use and found none that provide direction relevant to the proposal.

RECOMMENDATION

The Planning Commission has recommended adoption of the amendments. The draft Ordinance before the City Council reflects the recommendation of the Planning Commission. It was prepared before the correspondence included in the packet was received. Staff recommends the Ordinance be amended to retain the commercial designation and zoning for the properties on the east side of N Birch Ave and Tax Lot 091W09DC03701 on N Oak Ave. There may be testimony at the public hearing that results in other properties being removed from the changes.

OPTIONS AND MOTIONS

The City Council is presented with the following options.

1. Approve the first consideration of Ordinance 1022

Move to approve Ordinance No 1022 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. 1022 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance No. 1016 will be brought before the Council for a second consideration at the August 6, 2018 meeting.

2. Approve the Ordinance with modifications

Move to approve Ordinance No. 1022 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. 1022 will be brought before the Council for a second consideration at its August 6, 2018 meeting.

3. Retain the Maps unchanged

No motion is necessary.

5-22-18

I think we should be making stayton
A more Inviting Business City with More
Smaller Parcels For Light Industrial use Along
West Washington And West Ida Streets.

This should encourage A Better Affordable
Business Area For Light Industrial And Easier
CG Access. (First Ave Has Become over used)

We Need More MD Areas For Affordable
Apartments; This would fit very well With
Areas Between Light Industrial; CG And Low
Density.

Ed Dunham
stayton

Raoul J. Freeman
10563 Lindbrook Drive
Los Angeles, CA 90024
Tel (310) 474-8053 Fax (310) 474-8053
e-mail rfreeman@csudh.edu

July 10, 2018

TO: City of Stayton Mayor and Members of the City Council

RE: Request for Minor Change on Land Use File 5-04/18

Please accept my apologies for the lateness of this Request, but I have been consumed with serious family matters, missed earlier mail on this File and thus was not able to take up the issue with the Planning Commission. I feel that my Request offers positive benefit for the City as well as myself.

I am the owner of the Stayton Plaza as well as the four residences on Birch Avenue directly behind the Plaza. The four lots in question are designated for rezoning from CG to LD under File 5-04/18. I paid over market to acquire these properties because of their existing zoning in order to retain flexibility for possible future development of the Stayton Plaza. Such change may offer great potential benefit for the business outlook of Stayton.

The proposed rezoning would deprive any owner of the Plaza of needed degrees of freedom as well as cause a loss to me, personally, because the value of these properties under the LD zoning would be significantly less than under the existing CG zoning. Any change in current use, even though zoned CG, faces an extensive public process which would serve to deter any action on my part that nearby property owners would find objectionable.

Thus I would respectfully request that the CG zoning of my lots on Birch not be changed. It is my understanding that the Planning Commission previously accommodated requests from other owners that did not wish to have their zoning changed under File 5-04/18. Thank you for your consideration.

Sincerely,
Raoul Freeman

Dan Fleishman

From: Connie Rubel <clrubel@yahoo.com>
Sent: Tuesday, July 10, 2018 6:35 PM
To: Dan Fleishman
Subject: Public notice Oak St

July 10, 2018

To whom it may concern

This letter is in reference to the notice of a public hearing before the Stayton City Council dated for July 16, 2018 that was received.

As the owners of the lot at (Cramers Addition, Block 11, Lot 14 & FR15, acres 0.23) on Oak street in Stayton we request that our lot not be rezoned under LAND USE FILE #5-04\18 legislative comprehensive plan map and zoning map amendments.

The property at (Cramers Addition, Block 11, Lot 14 & FR15, acres 0.23) Oak street was purchased with the the purpose of expanding the adjoining business at 1680 West W Washington St. Stayton Or. We request that this property be left as a Commercial Zone property.

Thank you if you have any further Or concerns please contact me Connie Rubel 503-580-0025

Sincerely Four R's LLC

ORDINANCE NO. 1022

**AN ORDINANCE AMENDING THE STAYTON COMPREHENSIVE PLAN MAP
AND STAYTON OFFICIAL ZONING MAP TO REDUCE THE NUMBER OF
NONCONFORMING SINGLE FAMILY DWELLINGS**

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 the 2013 Comprehensive Plan, which includes a Comprehensive Plan map designated land within the Urban Growth Boundary as Residential, Commercial, Downtown, Industrial or Public/Semi-Public.;

WHEREAS, the City of Stayton has adopted Title 17 of the Stayton Municipal Code as the Land Use and Development Code, which includes an Official Zoning Map that assigns zoning to land within the City Limits in compliance with the designation of the Comprehensive Plan Map;

WHEREAS, single family dwellings are not permitted uses in the Light Industrial, Commercial General and Commercial Retail zones;

WHEREAS, the City has identified between 90 and 100 existing single family homes that are non-conforming uses throughout the City;

WHEREAS, the Planning Commission has identified three areas within the City with a concentration of existing non-conforming single family dwellings;

WHEREAS, the Planning Commission has initiated a legislative amendment to the Stayton Comprehensive Plan Map and the Stayton Official Zoning Map;

WHEREAS, on April 5, 2018 notice of the proposed amendments was provided to the Oregon Department of Land Conservation and Development;

WHEREAS, on April 24, 2018 written notice of the proposed amendments and the Planning Commission's public hearing was mailed to the owners of properties affected by the proposed map amendments in accordance with ORS 227.186;

WHEREAS, on May 23, 2018 notice of the Planning Commission's public hearing was published in the *Stayton Mail*;

WHEREAS, on May 28, 2018, the Planning Commission held a public hearing on the proposed map amendments;

WHEREAS, upon receiving testimony from various property owners regarding the impact of the proposed amendments the Planning Commission revised the proposed amendments and on June 25, 2018 forwarded the revised proposal to the City Council with a recommendation that the revised proposal be adopted;

WHEREAS, on July 2, 2018 written notice of the City Council's public hearing was mailed to the owners of properties affected by the proposed map amendments;

WHEREAS, on July 11, 2018, notice of the City Council's public hearing was published in the *Stayton Mail*;

WHEREAS, on July 16, 2018, the City Council held a public hearing on the revised proposed map amendments;

WHEREAS, in accordance with the requirements of Stayton Municipal Code Section 17.12.170.6.a the Stayton City Council does find that the Comprehensive Plan Map amendments are consistent with the goals and policies of the Comprehensive Plan and the statewide planning goals; and

WHEREAS, in accordance with the requirements of Stayton Municipal Code Section 17.12.180.6.a the Stayton City Council does find that the Official Zone Map amendments are consistent with the goals and policies of the Comprehensive Plan.

NOW, THEREFORE, the City of Stayton ordains:

Section 1. Comprehensive Plan Map Amended. The Stayton Comprehensive Plan Map is hereby amended as follows:

Areas to be Changed from Commercial to Residential

Beginning at the intersection of the centerline of N Third Ave and the centerline of E Cedar St, proceeding westerly along the centerline of E Cedar St to the centerline of N Second Ave; then continuing southerly along the centerline of N Second Ave a distance of 130 feet; then continuing westerly along the south line of Tax Lot 091W10AC01800 to the centerline of the alley between N First Ave and N Second Ave; then southerly along the centerline of the alley between N First Ave and N Second Ave a distance of 520 feet; then easterly along the south line of Tax Lot 091W10AC02800 to the centerline of N Second Ave; then southerly along the centerline of N Second Ave to the centerline of E Hollister St; then westerly 75 feet along the centerline of E Hollister St; then southerly 148 feet to the southwest corner of Tax Lot 091W10AC09200; then easterly along the southern line of Tax Lot 091W10AC09200 and Tax Lot 091W10AC09100 to the northwest corner of Tax Lot 091W10AC09800; then southerly along the west line of Tax Lot 091W10AC09800; then easterly along the south line of Tax Lot 091W10AC09800 to the northwest corner of Tax Lot 091W10AC09900; then southerly along the west line of Tax Lot 091W10AC09900; then easterly along the south line of Tax Lot 091W10AC09900 to the centerline of N Third Ave; then northerly along the centerline of N Third Ave to the point of beginning.

Beginning at the intersection of the centerline of N Birch Ave and the centerline of W Locust St, proceeding easterly along the centerline of W Locust St a distance of 95 feet; then continuing southerly along the west line of Tax Lot 091W10CA01300 to the north line of Tax Lot 091W10CA01200; then easterly along the north line of Tax Lot 091W10CA01200 to the northeast corner of Tax Lot 091W10CA01200; then southerly along the east lines of Tax Lots 091W10CA01200, 091W10CA01100, and 091W10CA01000 to the southeast corner of Tax Lot 091W10CA01000; then westerly along the south line of Tax Lot 091W10CA01000 to the centerline of N Birch Ave; then northerly along the centerline of N Birch Ave to the point of beginning.

Beginning on the centerline of W Washington St at the intersection of the alley at the west boundary of Potter's Addition to the Town of Stayton, proceeding southerly along the centerline of the alley to the centerline of a 16-foot alley within Potter's Addition to the Town of Stayton; then continuing easterly along the centerline of the alley a distance of 409 feet; then northerly along the east line of

Tax Lot 091W10CA06100 to the centerline of W Washington St; then westerly along the centerline of W Washington St to the point of beginning.

Beginning at the southwest corner of Tax Lot 091W10CA05400 and proceeding northerly along the west line of Tax Lot 091W10CA05400 to the centerline of W Washington St; then continuing easterly along the centerline of W Washington St 208.5 feet; then southerly along the east line of Tax Lot 091W10CA05500 to the southeast corner of Tax Lot 091W10CA05500; then westerly 20 feet; then northerly 25 feet to the northeast corner of Tax Lot 091W10CA05600; then westerly along the south lines of Tax Lots 091W10CA05500 and 091W10CA05400 to point of beginning.

Beginning at the intersection of the centerline of N Myrtle Ave and the centerline of W Washington St, proceeding southwest along the centerline of W Washington St to the centerline of N Noble Ave; then continuing southerly along the centerline of N Noble Ave a distance of 136 feet; then easterly along the south line of Tax Lot 091W09DC02601 to the southeast corner of Tax Lot 091W09DC02601; then northerly along the east line of Tax Lot 091W09DC02601 to the southwest corner of Tax Lot 091W09DC01700; then easterly along the south line of Tax Lot 091W09DC01700 to the centerline of N Myrtle Ave; then northerly along the centerline of N Myrtle Ave to the point of beginning.

Beginning at the intersection of the centerline of N Noble Ave and the centerline of W Ida St, proceeding northerly along the centerline of N Noble Ave a distance of 280 feet; then westerly along the north line of Tax Lot 091W09DC03100 to the northwest corner of Tax Lot 091W09DC03100; then southerly along the west line of Tax Lot 091W09DC03100 to the northeast corner of Tax Lot 091W09DC03701; then westerly along the north line of Tax Lot 091W09DC03701 to the centerline of N Oak Ave; then southerly along the centerline of N Oak Ave to the centerline of W Ida St; then easterly along the centerline of W Ida St to the point of beginning.

The areas described above are shown on three maps attached to this ordinance and incorporated herein as Exhibits 1 through 3, and entitled Proposed Comprehensive Plan Map Amendment N Second Ave & N Third Ave As Recommended by Planning Commission, June 25, 2018, Proposed Comprehensive Plan Map Amendment W Washington St & N Birch Ave As Recommended by Planning Commission, June 25, 2018, and Proposed Comprehensive Plan Map Amendment N Oak, N Noble & N Myrtle Ave As Recommended by Planning Commission June 25, 2018.

Section 2. Official Zoning Map Amended. The Stayton Official Zoning Map is hereby amended as follows:

Areas to be Changed from Commercial General to Medium Density Residential

Beginning at the intersection of the centerline of N Third Ave and the centerline of E Cedar St, proceeding westerly along the centerline of E Cedar St to the centerline of N Second Ave; then continuing southerly along the centerline of N Second Ave a distance of 130 feet; then continuing westerly along the south line of Tax Lot 091W10AC01800 to the centerline of the alley between N First Ave and N Second Ave; then southerly along the centerline of the alley between N First Ave and N Second Ave a distance of 520 feet; then easterly along the south line of Tax Lot

091W10AC02800 to the centerline of N Second Ave; then southerly along the centerline of N Second Ave to the centerline of E Hollister St; then westerly 75 feet along the centerline of E Hollister St; then southerly 148 feet to the southwest corner of Tax Lot 091W10AC09200; then easterly along the southern line of Tax Lot 091W10AC09200 and Tax Lot 091W10AC09100 to the northwest corner of Tax Lot 091W10AC09800; then southerly along the west line of Tax Lot 091W10AC09800; the easterly along the south line of Tax Lot 091W10AC09800 to the northwest corner of Tax Lot 091W10AC09900; then southerly along the west line of Tax Lot 091W10AC09900; then easterly along the south line of Tax Lot 091W10AC09900 to the centerline of N Third Ave; then northerly along the centerline of N Third Ave to the point of beginning.

Beginning on the centerline of W Washington St at the intersection of the alley at the west boundary of Potter's Addition to the Town of Stayton, proceeding southerly along the centerline of the alley to the centerline of a 16-foot alley within Potter's Addition to the Town of Stayton; then continuing easterly along the centerline of the alley a distance of 409 feet; then northerly along the east line of Tax Lot 091W10CA06100 to the centerline of W Washington St; then westerly along the centerline of W Washington St to the point of beginning.

Beginning at the southwest corner of Tax Lot 091W10CA05400 and proceeding northerly along the west line of Tax Lot 091W10CA05400 to the centerline of W Washington St; then continuing easterly along the centerline of W Washington St 208.5 feet; then southerly along the east line of Tax Lot 091W10CA05500 to the southeast corner of Tax Lot 091W10CA05500; then westerly 20 feet; then northerly 25 feet to the northeast corner of Tax Lot 091W10CA05600; then westerly along the south lines of Tax Lots 091W10CA05500 and 091W10CA05400 to point of beginning.

Beginning at the intersection of the centerline of N Noble Ave and the centerline of W Ida St, proceeding northerly along the centerline of N Noble Ave a distance of 280 feet; then westerly along the north line of Tax Lot 091W09DC03100 to the northwest corner of Tax Lot 091W09DC03100; then southerly along the west line of Tax Lot 091W09DC03100 to the northeast corner of Tax Lot 091W09DC03701; then westerly along the north line of Tax Lot 091W09DC03701 to the centerline of N Oak Ave; then southerly along the centerline of N Oak Ave to the centerline of W Ida St; then easterly along the centerline of W Ida St to the point of beginning.

Areas to be Changed from Commercial General to Low Density Residential

Beginning at the intersection of the centerline of N Birch Ave and the centerline of W Locust St, proceeding easterly along the centerline of W Locust St a distance of 95 feet; then continuing southerly along the west line of Tax Lot 091W10CA01300 to the north line of Tax Lot 091W10CA01200; then easterly along the north line of Tax Lot 091W10CA01200 to the northeast corner of Tax Lot 091W10CA01200; then southerly along the east lines of Tax Lots 091W10CA01200, 091W10CA01100, and 091W10CA01000 to the southeast corner of Tax Lot 091W10CA01000; then westerly along the south line of Tax Lot 091W10CA01000 to the centerline of N Birch Ave; then northerly along the centerline of N Birch Ave to the point of beginning.

Beginning at the intersection of the centerline of N Myrtle Ave and the centerline of W Washington St, proceeding southwesterly along the centerline of W Washington St to the centerline of N Noble Ave; then continuing southerly along the centerline of N Noble Ave a distance of 136 feet; then easterly along the south line of Tax Lot 091W09DC02601 to the southeast corner of Tax Lot 091W09DC02601; then northerly along the east line of Tax Lot 091W09DC02601 to the southwest corner of Tax Lot 091W09DC01700; then easterly along the south line of Tax Lot 091W09DC01700 to the centerline of N Myrtle Ave; then northerly along the centerline of N Myrtle Ave to the point of beginning.

The areas described above are shown on three maps attached to this ordinance and incorporated herein as Exhibits 4 through 6, and entitled Proposed Zone Map Amendment N Second Ave & N Third Ave As Recommended by Planning Commission, June 25, 2018, Proposed Zone Map Amendment W Washington St & N Birch Ave As Recommended by Planning Commission, June 25, 2018, and Proposed Zone Map Amendment N Oak, N Noble & N Myrtle Ave As Recommended by Planning Commission June 25, 2018.

Section 3. Effective Date. Upon adoption by the Stayton City Council and the Mayor's signing, this Ordinance shall become effective 30 days after the date of signing.

Section 4. Notice to DLCD. 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 16th day of July, 2018.

CITY OF STAYTON

Signed: _____, 2018

BY: _____
Henry A. Porter, Mayor

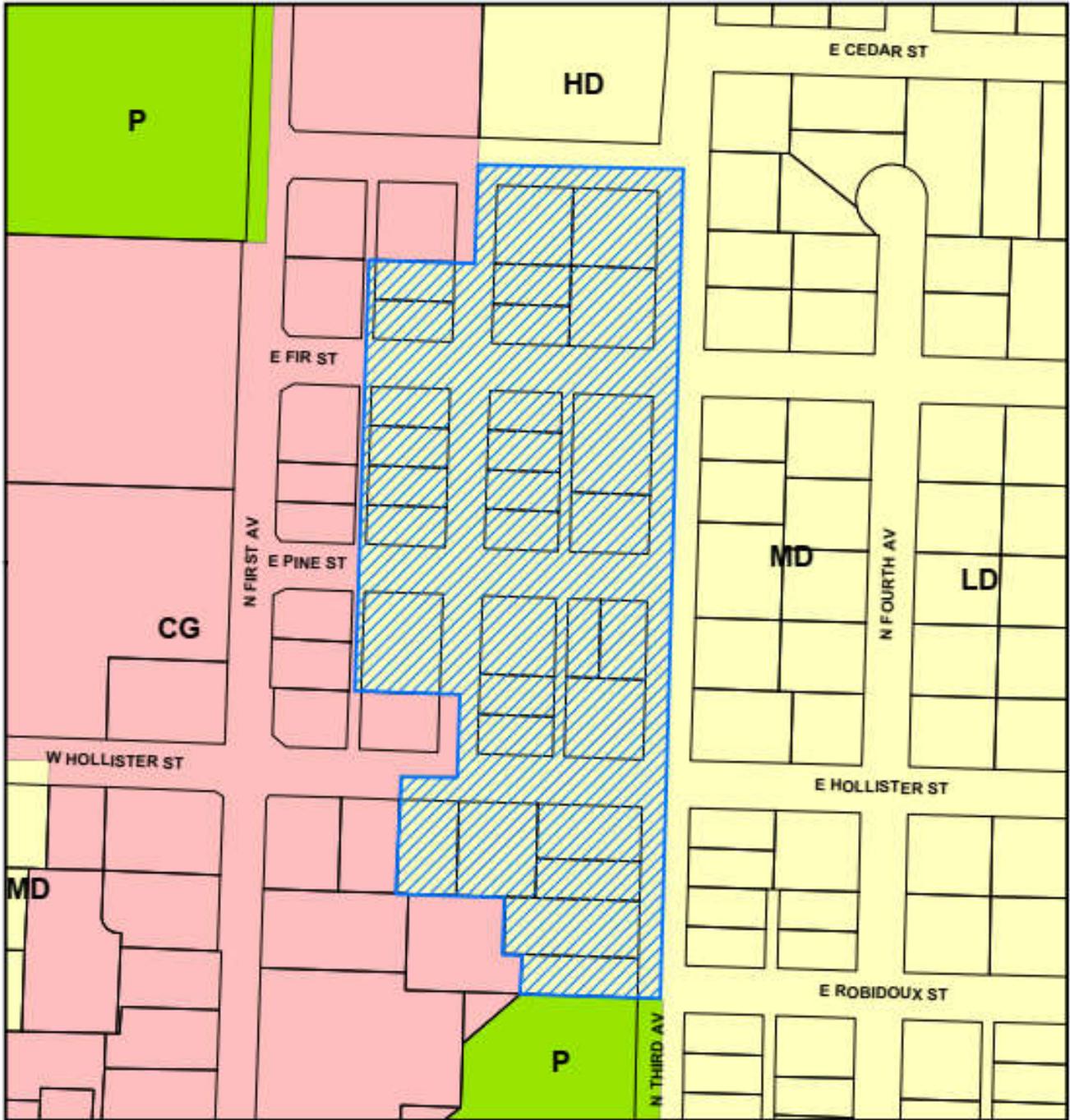
Signed: _____, 2018

ATTEST: _____
Keith D. Campbell, City Manager

Exhibit 1



**Proposed Comprehensive Plan Map Amendment
N Second Ave & N Third Ave
As Recommended by Planning Commission
June 25, 2018**

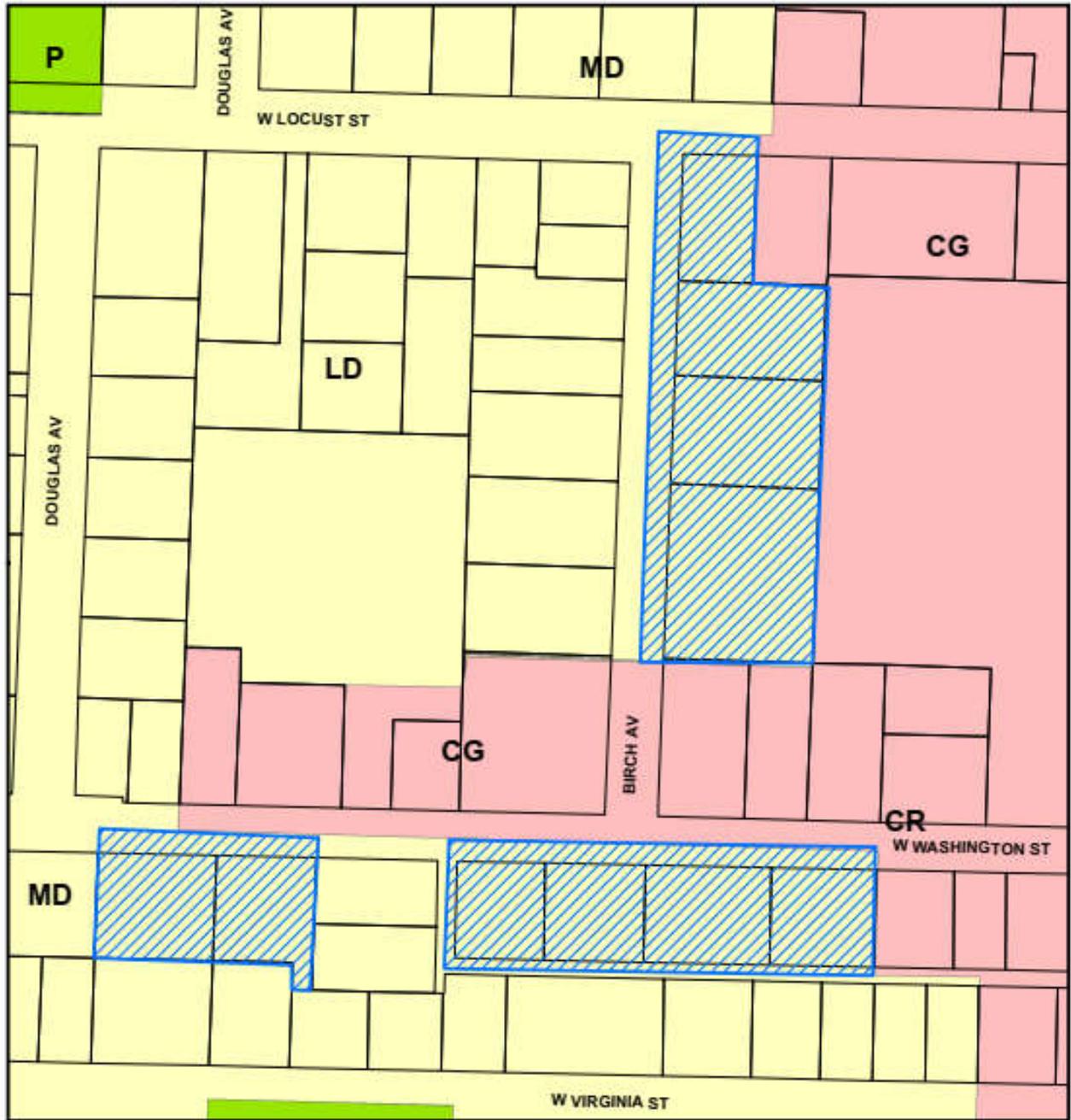


 Proposed Comp Plan Designation from Commercial to Residential

Exhibit 2



**Proposed Comprehensive Plan Map Amendment
W Washington St & N Birch Ave
As Recommended by Planning Commission
June 25, 2018**

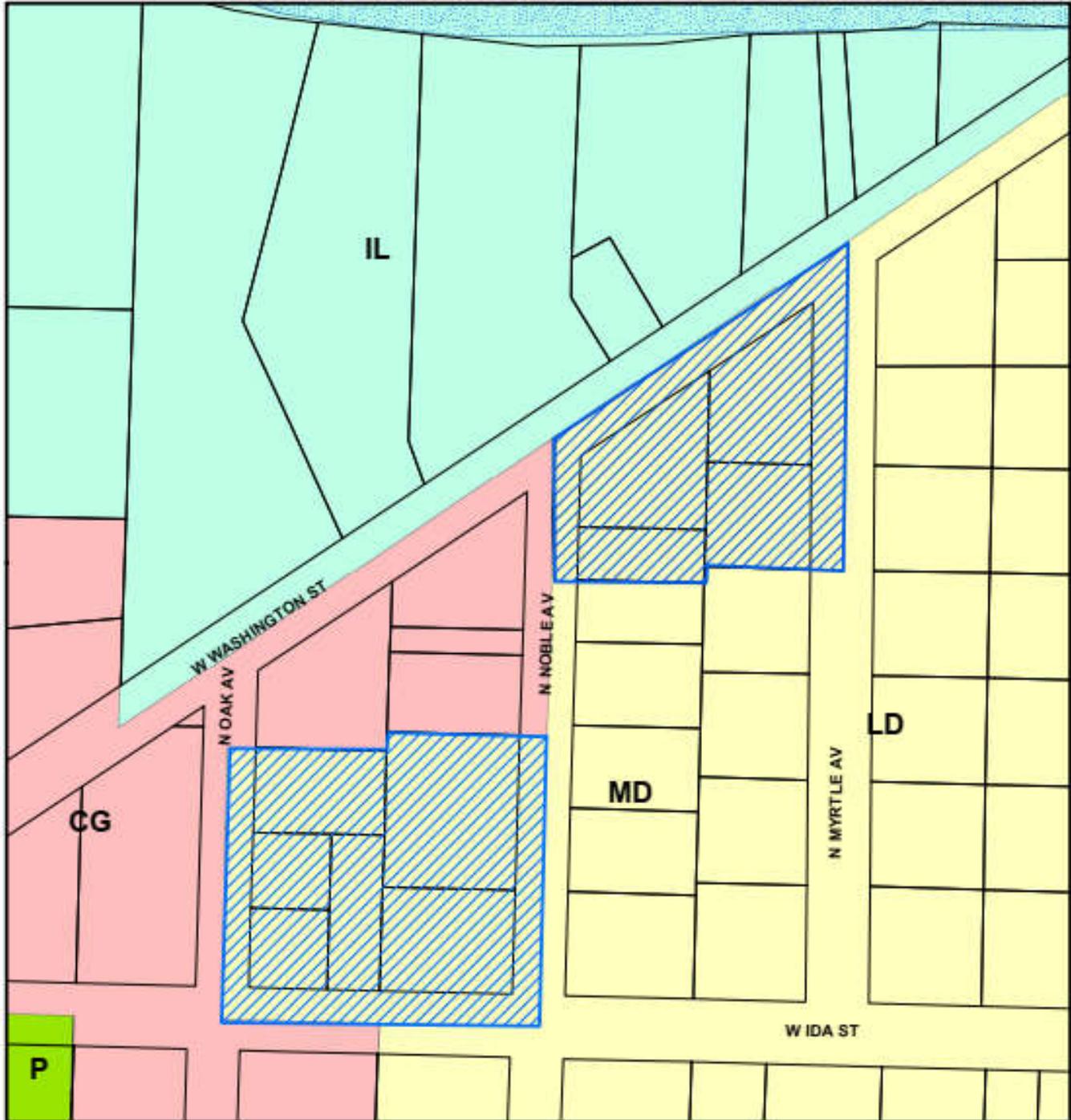


 Proposed Comp Plan Designation from Commercial to Residential

Exhibit 3



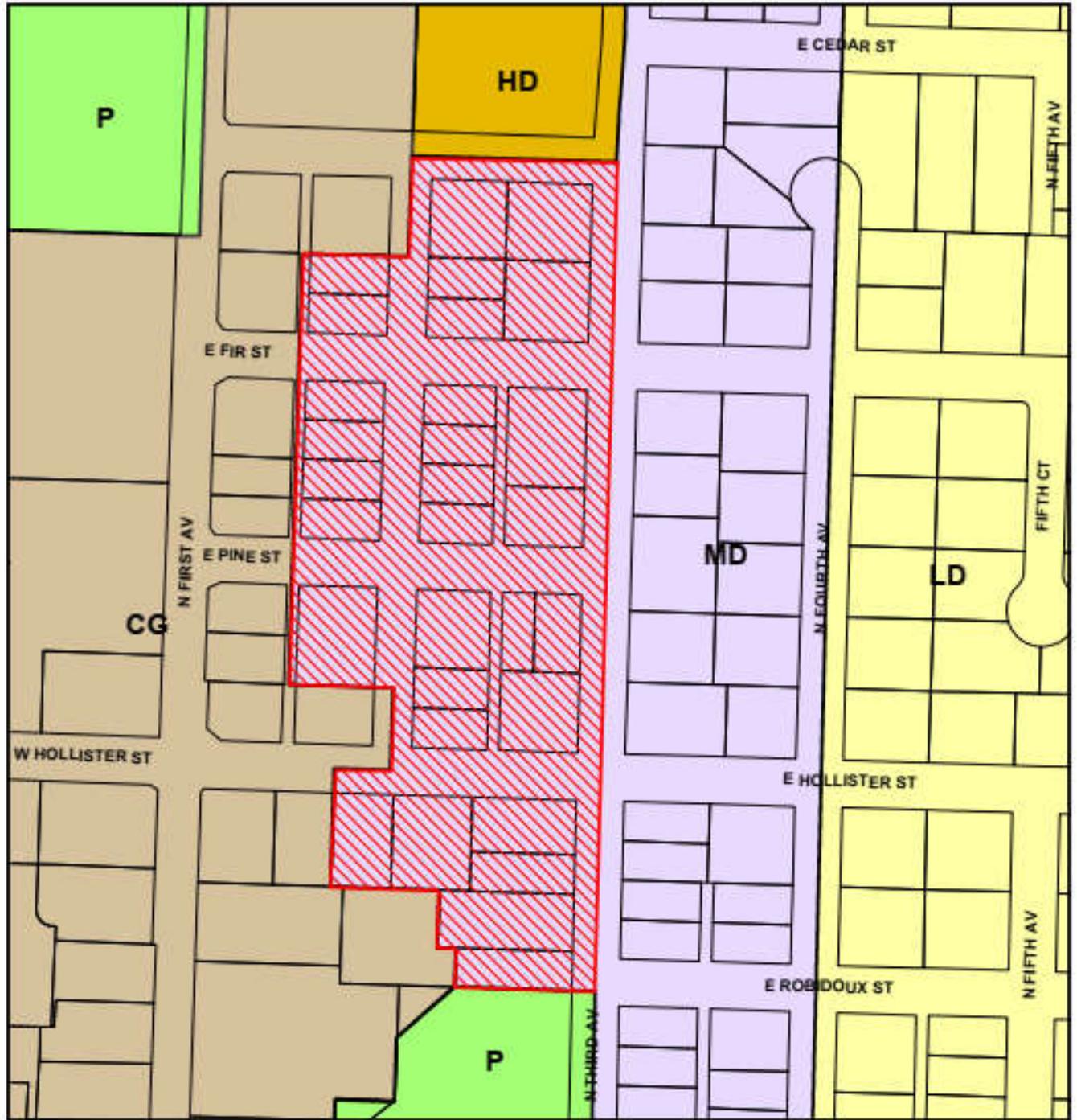
**Proposed Comprehensive Plan Map Amendment
N Oak, N Noble & N Myrtle Ave
As Recommended by Planning Commission
June 25, 2018**



 Proposed Zone Change from Commercial to Residential



**Proposed Zone Map Amendment
N Second Ave & N Third Ave
As Recommended by Planning Commission
June 25, 2018**

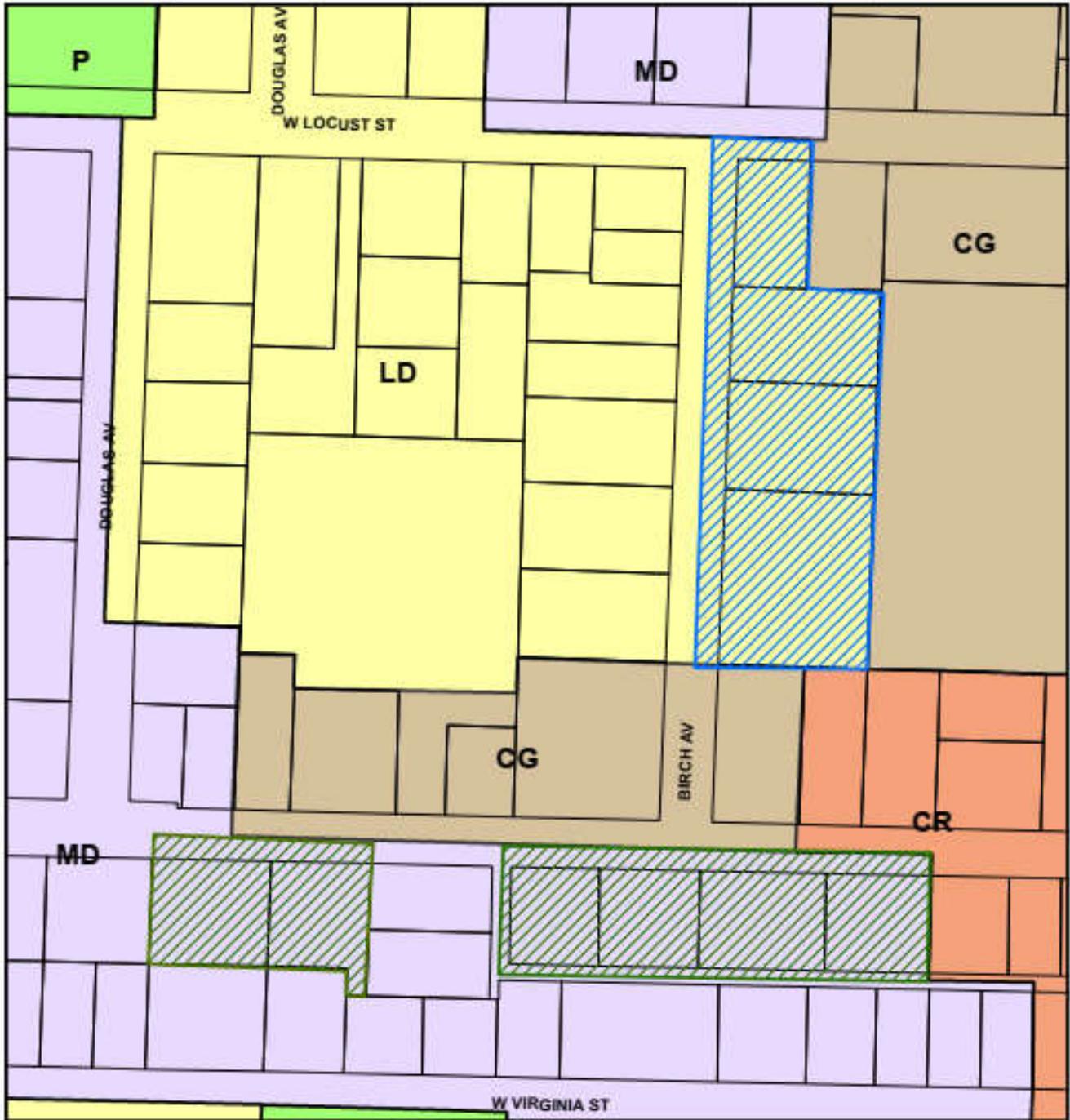


 Proposed Zone Change from Commercial General to Medium Density Residential

Exhibit 5



**Proposed Zone Map Amendment
N Birch Ave & W Washington St
As Recommended by Planning Commission
June 25, 2018**



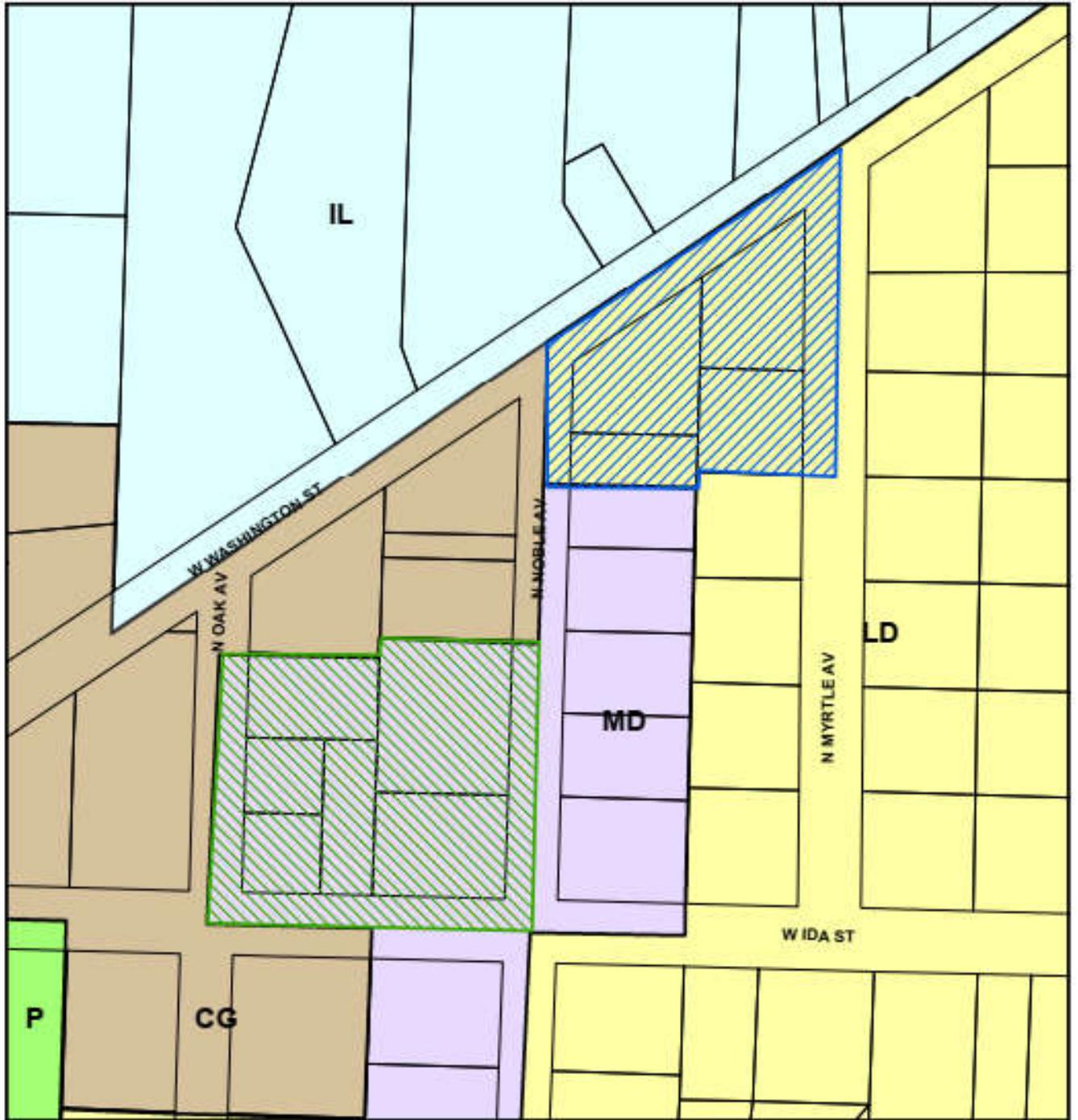
Proposed Zone Change from Commercial General to Low Density Residential



Proposed Zone Change from Commercial General to Medium Density Residential



**Proposed Zone Map Amendment
N Oak, N Noble & N Myrtle Ave
As Recommended by Planning Commission
June 25, 2018**



-  Proposed Zone Change from Commercial General to Medium Density Residential
-  Proposed Zone Change from Commercial General to Low Density Residential



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: Cindy Chauran, Associate Accountant
Elizabeth Baldwin, Accounting Clerk
DATE: July 16, 2018
SUBJECT: Monthly Finance Department Report

	June 2018	May 2018
Number of Bills Mailed	2,381	2,366
Number of Bills Emailed	356	352
Number of Bills on Auto-Pay	604	593
Delinquent Notices Sent Out	485	513
Courtesy Delinquent Notices Sent to Landlords	149	161
Notified of Impending Shut-Off & Penalty	172	116
Customers Issued Payment Extensions	21	14
Customers with Interrupted Services Non-Payment	39	19
Services Still Disconnected	0	1
Number of Checks Issued	180	165
Total Amount of Checks	\$548,107.44	\$274,277



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: Rich Sebens, Chief of Police
DATE: JULY 16, 2018
SUBJECT: Staff Report

Below you will see the stats for the Police Department for the month of June 2018.

	June 2018	Year to Date 2018	June 2017	Year to Date 2017
Police Activity	601	3927	1083	5760
Investigated Incidents	149	936	428	2187
Citations/Warning	49/60	354/584	150/294	831/1506
Traffic Accidents	3	39	10	42
Juvenile Abuse	2	18	2	30
Arrests	21	216	74	320
Ordinance Complaints	47	195	60	301
Reserve Volunteer Hrs.	0	260.50	209.25	721.20
Citizen Volunteer Hrs.	0	0	35.33	112.95
Peer Court Referrals:	6	60	7	23

STATYON POLICE DEPARTMENT CONSOLIDATED MONTHLY CATEGORIZED REPORT-NIBRS

6/1/2018 - 6/30/2018

PERSON	CRIMES			%	CRIMES CLEARED BY ARREST & EXCEPTION			PERCENT CLEARED			PERSONS ARRESTED			
	6/1/18 to 6/30/18	1/1/18 to 6/30/18	1/1/17 to 6/30/17		6/1/18 to 6/30/18	1/1/18 to 6/30/18	1/1/17 to 6/30/17	6/1/18 to 6/30/18	1/1/18 to 6/30/18	1/1/17 to 6/30/17	Juv	Adult	Total	1/1/18 to 6/30/18
NON-CRIMINAL														
ACCIDENT-INJURY	1	7	5	40.0%										
ACCIDENT-PROPERTY	2	25	34	-26.5%										
ALL OTHER NON-CRIMINAL	82	472	1,684	-72.0%										
NON CRIM DOMESTIC DISTURB	1	12	68	-82.4%										
NON-CRIMINAL TOTALS	86	516	1,791	-71.2%										
PERSON														
AGGRAVATED ASSAULT	1	6	11	-45.5%	1	6	10	100.0%	100.0%	90.9%	0	2	2	10
OFFENSE AGAINST FAMILY	2	5	7	-28.6%	2	2	7	100.0%	40.0%	100.0%	0	2	2	3
OTHER ASSAULTS	2	20	46	-56.5%	1	8	35	50.0%	40.0%	76.1%	0	2	2	12
RAPE	1	1	3	-66.7%	0	0	1	0.0%	0.0%	33.3%	0	0	0	0
RESTRAINING ORDER VIOLATION	0	0	3	-100.0%	0	0	2	0.0%	0.0%	66.7%	0	0	0	0
ROBBERY	0	0	2	-100.0%	0	0	2	0.0%	0.0%	100.0%	0	0	0	1
SEX OFFENSES	0	4	10	-60.0%	0	1	6	0.0%	25.0%	60.0%	0	0	0	1
PERSON TOTALS	6	36	82	-56.1%	4	17	63	66.7%	47.2%	76.8%	0	6	6	26
PROPERTY														
ARSON	0	3	0	0.0%	0	2	0	0.0%	66.7%	0.0%	0	0	0	2
BURGLARY - BUSINESS	1	3	1	200.0%	0	0	1	0.0%	0.0%	100.0%	0	0	0	0
BURGLARY - OTHER STRUCTURE	1	4	2	100.0%	0	1	0	0.0%	25.0%	0.0%	0	0	0	1
BURGLARY - RESIDENCE	2	11	12	-8.3%	0	0	4	0.0%	0.0%	33.3%	0	0	0	0
COUNTERFEITING/FORGERY	1	12	3	300.0%	0	5	2	0.0%	41.7%	66.7%	0	0	0	10
EXTORTION/BLACKMAIL	0	1	0	0.0%	0	0	0	0.0%	0.0%	0.0%	0	0	0	0
FRAUD	5	24	18	33.3%	1	7	7	20.0%	29.2%	38.9%	0	0	0	6
LARCENY														
<i>Shoplifting</i>	3	28	35	-20.0%	0	18	19	0.0%	64.3%	54.3%	0	0	0	18
<i>Theft from a Motor Vehicle</i>	6	38	19	100.0%	0	1	1	0.0%	2.6%	5.3%	0	0	0	0
<i>Theft of MV Parts/Accessories</i>	1	5	0	0.0%	0	0	0	0.0%	0.0%	0.0%	0	0	0	0
<i>Theft of Bicycle</i>	3	11	7	57.1%	0	2	2	0.0%	18.2%	28.6%	0	0	0	2
<i>Theft from Building</i>	1	10	3	233.3%	0	0	0	0.0%	0.0%	0.0%	0	0	0	1
<i>All Other Larceny</i>	13	48	32	50.0%	3	11	7	23.1%	22.9%	21.9%	2	2	2	13
LARCENY	27	140	96	45.8%	3	32	29	11.1%	22.9%	30.2%	2	2	2	13
MOTOR VEHICLE THEFT	0	10	6	66.7%	0	0	1	0.0%	0.0%	16.7%	0	0	0	4
STOLEN PROPERTY	0	0	1	-100.0%	0	0	1	0.0%	0.0%	100.0%	0	0	0	1
VANDALISM	6	51	44	15.9%	1	9	7	16.7%	17.6%	15.9%	0	0	0	13

PROPERTY TOTALS	CRIMES				CRIMES CLEARED BY ARREST & EXCEPTION				PERCENT CLEARED				PERSONS ARRESTED			
	6/1/18 to 6/30/18	1/1/18 to 6/30/18	1/1/17 to 6/30/17	% Change Yr to Yr	6/1/18 to 6/30/18	1/1/18 to 6/30/18	1/1/17 to 6/30/17	6/1/18 to 6/30/18	1/1/18 to 6/30/18	1/1/17 to 6/30/17	6/1/18 to 6/30/18	Juv	Adult	Total	1/1/18 to 6/30/18	1/1/17 to 6/30/17
43	259	183	41.5%	5	56	52	11.6%	21.6%	28.4%	0	2	2	61	82		
SOCIETY																
ALL OTHER	14	69	68	1.5%	2	10	17	14.3%	14.5%	25.0%	0	2	2	11	20	
ANIMAL	0	0	2	-100.0%	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0	
CURFEW	0	10	14	-28.6%	0	9	12	0.0%	90.0%	85.7%	0	0	0	19	19	
CUSTODY-MENTAL	0	1	4	-75.0%	0	1	4	0.0%	100.0%	100.0%	0	0	0	1	4	
CUSTODY-PROTECTIVE	0	1	2	-50.0%	0	1	0	0.0%	100.0%	0.0%	0	0	0	0	0	
DISORDERLY CONDUCT	2	16	25	-36.0%	2	15	21	100.0%	93.8%	84.0%	0	2	2	22	25	
DR WHILE SUSP	0	3	15	-80.0%	0	3	15	0.0%	100.0%	100.0%	0	0	0	3	16	
DRIVING UNDER INFLUENCE	0	23	46	-50.0%	0	23	46	0.0%	100.0%	100.0%	0	0	0	23	48	
ELUDING	1	1	6	-83.3%	0	0	6	0.0%	0.0%	100.0%	0	0	0	0	6	
ESCAPE	0	1	2	-50.0%	0	1	2	0.0%	100.0%	100.0%	0	0	0	1	3	
FAIL TO DISPLAY DL	0	0	1	-100.0%	0	0	1	0.0%	0.0%	100.0%	0	0	0	0	1	
FUGITIVE	0	0	0	0.0%	0	0	0	0.0%	0.0%	0.0%	0	5	5	80	109	
HIT & RUN	2	21	26	-19.2%	0	5	7	0.0%	23.8%	26.9%	0	0	0	5	6	
LIQUOR LAWS	1	6	7	-14.3%	1	6	7	100.0%	100.0%	100.0%	3	0	3	11	20	
MIP TOBACCO	1	5	2	150.0%	1	5	2	100.0%	100.0%	100.0%	1	0	1	7	2	
NARCOTICS/DRUGS	3	22	41	-46.3%	2	19	38	66.7%	86.4%	92.7%	0	2	2	25	63	
PROP RECOV - FOR OTHER AGENCY	0	1	0	0.0%	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0	
RECKLESS DRIVING	0	3	12	-75.0%	0	3	12	0.0%	100.0%	100.0%	0	0	0	3	13	
RUNAWAY	1	9	8	12.5%	1	8	4	100.0%	88.9%	50.0%	1	0	1	9	4	
TRESPASS	7	22	46	-52.2%	3	9	13	42.9%	40.9%	28.3%	0	3	3	12	18	
VEH RECOV - FOR OTHER AGENCY	1	6	4	50.0%	1	2	0	100.0%	33.3%	0.0%	0	0	0	0	0	
WARRANT	4	70	86	-18.6%	4	68	84	100.0%	97.1%	97.7%	0	0	0	0	7	
WEAPONS	1	5	4	25.0%	1	5	4	100.0%	100.0%	100.0%	0	1	1	5	4	
SOCIETY TOTALS	38	295	421	-29.9%	18	193	295	47.4%	65.4%	70.1%	5	15	20	237	388	
GRAND TOTALS	173	1,106	2,477	-55.3%												



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: Lisa Meyer, Administrative Assistant
DATE: July 16, 2018
SUBJECT: Public Works Monthly Operating Report for June 2018

KEY ACTIVITIES **STATUS**

- **WWTP Facility** Effluent flows: 35.17 million gallons were treated during June. The highest flow was 1.54 million gallons on the 5th and the lowest flow was .89 million gallons on the 24th. The average flow was 1.17 million gallons. Total rainfall for June was 1.12 inches. Hauled off 140 dry tons of Class A biosolids to the Energy from Waste facility located in Brooks, OR. Installed new power supply at the Mill Creek Pump Station.

- **WTP** Highest production day was 3,441,000 gallons on June 30th, 2018.

- **Water System** Replaced 4 meters. Installed 1 new meter with radio reader. Repaired water service at 248 W Ida St. Replaced meter stop at 522 Larch Ave. Repaired water line at Pioneer Park.

- **Streets** Swept 240 curb miles and collected 80 cubic yards of material. Put down 2,910 lbs. of cold patch material on W High St from First Ave to Cherry Ave including Cherry Ave from W High St to W Ida St. Graded gravel streets and applied 5,500 gallons of dust control material. Replaced 5 STOP signs on East and West Virginia St after the overlay project. Mowed and sprayed the City's right-of-ways in town.

- **Parks** Volunteers:
Community Service: Total # of Volunteers = 1, Total # of hours = 40

- **Building Permits**

<u>Permit Type</u>	<u>Issued</u>	<u>SDC's Paid</u>
New Single Family Dwelling- 702 & 772 RABBIT RUN ST 706 & 752 FOX ST 2068, 2071, 2082, 2132 DEER AVE	8	\$119,000.00
Residential Addition	1	\$0.00
New Commercial Structure- 657 N SECOND AVE	1	343.00
Commercial Building Addition/Alteration/Other	3	
Residential Plumbing	2	
TOTAL	15	\$119,343.00

One (1) Residential SDC = \$11,288.00 + \$733.00 for Mill Creek SDC + Storm Water SDC \$1990.00 or \$2854.00



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: Lance S. Ludwick, P.E., Director of Public Works
DATE: July 16, 2018
SUBJECT: Award of Contract for 2018 Stayton Slurry Seal Project

ISSUE

Award of Marion County Contract to Intermountain Slurry Seal for the 2018 Stayton Slurry Seal Street Maintenance Project

ENCLOSURE(S)

1. Bid Tabulation Sheet
2. Intergovernmental Agreement between Marion County & the City of Stayton
3. Map of Street Maintenance Area

BACKGROUND INFORMATION

The City of Stayton Public Works Department partnered with Marion County Public Works to complete a portion of the City's 2018 Street Maintenance Program. An Intergovernmental Agreement for Slurry Seal Application was entered into in April 2018. By joining Marion County's 2018 Slurry Seal Contract we were able to attract larger contractors and get the best pricing for street maintenance for our citizens.

On May 15, 2018 at 2:00 PM four bids were opened for Furnishing and Applying Type II Slurry Seal on Various Roads in Marion County and City Streets in Salem, Silverton, Stayton and Turner, ECMS No. 2018-701.

Intermountain Slurry Seal was the apparent low bidder with a bid of \$445,393.62. The Engineer's Estimate was \$463,373.69. Stayton's obligation will be approximately \$51,113 for the work being performed on our streets. The Marion County detailed bid tabulation for the four bidders and the Intergovernmental Agreement between Marion County and the City of Stayton is attached.

Marion County Project Engineer Dave Chamness, PE, reviewed the bids and recommended to the Marion County Contracts person to award to the low bidder. (This is the same Contractor that Marion County had last year.)

The project includes, but is not limited to, all labor, materials, and equipment necessary to apply 32,695 sf of Slurry Seal to City of Stayton streets.

The following streets will have slurry seal applied:

- Eagle Street (Quail Run)
- Quail Run Ave. (Quail Run)
- Partridge Ct. (Quail Run)
- Meadowlark Dr. (Quail Run)
- Goldfinch Ave. (Quail Run)
- Hummingbird Ln. (Quail Run)
- Cardinal Ave. (Quail Run)
- Grier Ave. (Weldon Woods)
- Hobson St. (Weldon Woods)
- Whitney St. (Weldon Woods)
- Weldon Street (Weldon Woods)

All work will be completed by July 17, 2018.

CONTRACT #:	2018-701	INTERMOUNTAIN SLURRY SEAL	VSS INTERNATIONAL INC	CALIF PAVEMENT MAINT CO INC	TELFER PAVEMENT TECHNOLOGIES LLC							
PROJECT #:	1 0	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT		
MARION COUNTY												
	706.100	SLURRY SEAL TYPE II	64492.00	1.570	101252.44	1.980	127694.16	2.000	128984.00	1.950	125759.40	.00
		PROJECT SUBTOTAL:			101,252.44		127,694.16		128,984.00		125,759.40	0.00
		CUMULATIVE TOTAL:			101,252.44		127,694.16		128,984.00		125,759.40	0.00
MARION COUNTY AUMSVILLE SHOPS												
	706.100	SLURRY SEAL TYPE II	6305.00	1.900	11979.50	1.980	12483.90	4.000	25220.00	4.750	29948.75	.00
		PROJECT SUBTOTAL:			11,979.50		12,483.90		25,220.00		29,948.75	0.00
		CUMULATIVE TOTAL:			113,231.94		140,178.06		154,204.00		155,708.15	0.00
SALEM												
	706.100	SLURRY SEAL TYPE II	112624.00	1.570	176819.68	1.980	222995.52	1.750	197092.00	1.950	219616.80	.00
		PROJECT SUBTOTAL:			176,819.68		222,995.52		197,092.00		219,616.80	0.00
		CUMULATIVE TOTAL:			290,051.62		363,173.58		351,296.00		375,324.95	0.00
SILVERTON												
	706.100	SLURRY SEAL TYPE II	60655.00	1.570	95228.35	1.980	120096.90	2.000	121310.00	1.840	111605.20	.00
		PROJECT SUBTOTAL:			95,228.35		120,096.90		121,310.00		111,605.20	0.00
		CUMULATIVE TOTAL:			385,279.97		483,270.48		472,606.00		486,930.15	0.00
STAYTON												
	706.100	SLURRY SEAL TYPE II	32695.00	1.570	51331.15	1.980	64736.10	2.200	71929.00	2.450	80102.75	.00
		PROJECT SUBTOTAL:			51,331.15		64,736.10		71,929.00		80,102.75	0.00
		CUMULATIVE TOTAL:			436,611.12		548,006.58		544,535.00		567,032.90	0.00
TURNER												
	706.100	SLURRY SEAL TYPE II	2342.00	3.750	8782.50	1.980	4637.16	6.000	14052.00	8.750	20492.50	.00
		PROJECT SUBTOTAL:			8,782.50		4,637.16		14,052.00		20,492.50	0.00
		CUMULATIVE TOTAL:			445,393.62		552,643.74		558,587.00		587,525.40	0.00
		CONTRACT TOTAL:			445,393.62		552,643.74		558,587.00		587,525.40	.00

CONTRACT #: 2018-701 PROJECT #: 6 TURNER

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF STAYTON
For
EMULSIFIED ASPHALT SLURRY SEAL SURFACING

1. PARTIES TO AGREEMENT

This Agreement between City of Stayton, a municipal corporation of the State of Oregon, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which County will provide Emulsified Asphalt Slurry Seal Surfacing services, hereafter called Contracted Services, to Agency. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective from the date upon which the last signature is affixed through December 31, 2018 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by mutual agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this Agreement is for any reason denied, revoked or not renewed.
- d. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this Agreement shall not exceed \$45,000.00, which includes all Contracted Services and County labor and services. County labor and services shall not exceed \$5,000.00. Payments under this contract shall be made on a cost reimbursement basis. Agency shall make payment within thirty (30) days of receipt of County's invoice for services provided. Costs charged Agency shall be billed at the County's time, equipment and material rates for the period in which services are provided, and at the actual price paid for Contracted Services.

4.2 Requests for payment shall be submitted to the Agency monthly to the attention of Lance Ludwick, Director of Public Works at the following address: City of Stayton, 311 N. Third Avenue, Stayton, Oregon 97383. Final invoices are due no later than January 31, 2019.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- a. Provide County with list of roads under Agency jurisdiction designated to receive Contracted Services.
- b. Perform any necessary repairs and maintenance to Agency-owned roads prior to the start of Contracted Services.
- c. Perform field inspection, maintain quality documentation, and provide public notifications for Contracted Services to be performed on roads under Agency jurisdiction.
- d. Review contractor pay requests prior to payment by County for Contracted Services.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Provide Contracted Services on roads specified by Agency and under Agency's jurisdiction.
- b. Provide engineering and construction contracting services necessary to prepare bid documents, advertise, and receive competitive bids, and issue and administer the resulting construction contract.
- c. Perform field inspection, maintain quality documentation and provide public notifications of scheduled Contracted Services to be performed on any roads under County jurisdiction.
- d. Administer contractor pay requests, issue payment to contractor for Contracted Services and submit invoices to Agency.
- e. Provide ten (10) calendar days written notice to Agency of dates and times when Contracted Services will be performed.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations in the performance of this Agreement.

8. HOLD HARMLESS

Agency and County agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions or other liabilities arising from their own intentional or negligent acts or those of their agents, contractors or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution.

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 to 30.300).

10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
City of Stayton
Director of Public Works
311 N Third Avenue
Stayton, Oregon 97383

For County:
Marion County Public Works
Capital Projects Manager
5155 Silverton Road NE
Salem, OR 97305-3899

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Janet Gault 4-18-18
Chair Date

Kim Curran 4.18.18
Commissioner Date

Donald A. Burt 4-18-18
Commissioner Date

Authorized Signature: DeM Haley 4-5-18
Department Director or designee Date

Authorized Signature: N/A
Chief Administrative Officer Date

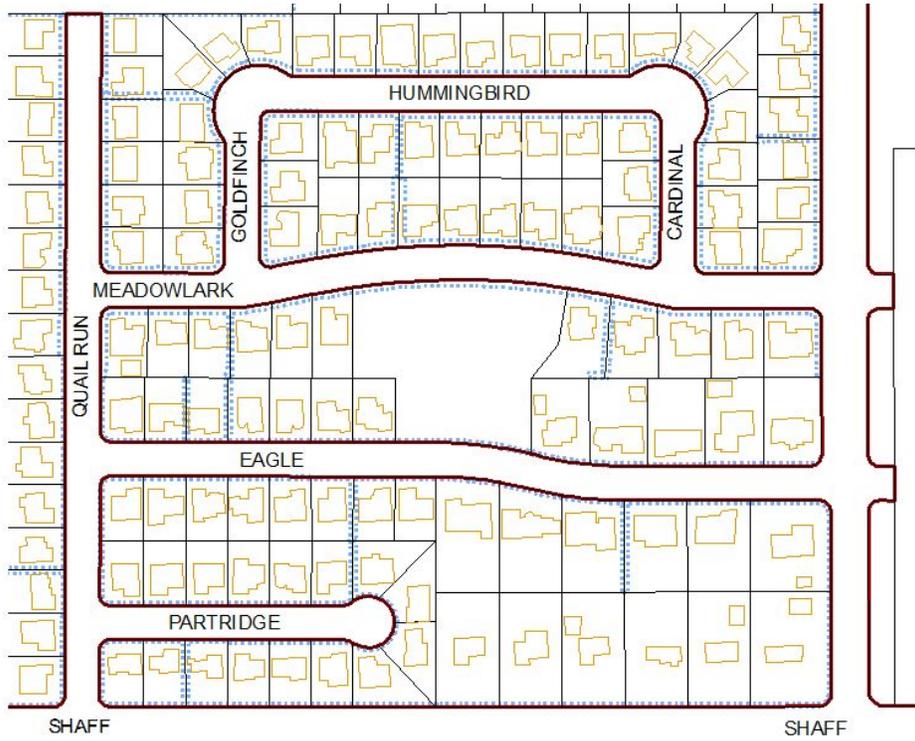
Reviewed by Signature: Jane E. Votto 4/13/18
Marion County Legal Counsel Date

Reviewed by Signature: Cambria Gehrig Apr. 9, 2018
Marion County Contracts & Procurement Date

City of Stayton

Authorized Signature: [Signature] Date: 1/17/18

Title: City Manager



POLICE
 386 N. THIRD AVENUE
 STAYTON, OR 97383
 (503) 769-3423
 FAX (503) 769-7497

PLANNING
 362 N. THIRD AVENUE
 STAYTON, OR 97383
 (503) 769-2998
 FAX (503) 767-2134

PUBLIC WORKS
 362 N. THIRD AVENUE
 STAYTON, OR 97383
 (503) 769-2919
 FAX (503) 767-2134

WASTEWATER
 950 JETTERS WAY
 STAYTON, OR 97383
 (503) 769-2810
 FAX (503) 769-7413

LIBRARY
 515 N. FIRST AVENUE
 STAYTON, OR 97383
 (503) 769-3313
 FAX (503) 769-3218



CITY OF STAYTON

M E M O R A N D U M

TO: Mayor Henry Porter and the Stayton City Council
FROM: Dan Fleishman, Director of Planning and Development
DATE: July 16, 2018
SUBJECT: Report of Activities for June, 2018

Attended one preapplication meeting

Attended FEMA Flood Hazard Training

Gave presentation to Rotary Club regarding recent and anticipated development activity

Completed the Local Update of Census Address program to assure US Census Bureau's address records are complete in preparation of the 2020 Census

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



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

TO: Mayor Porter and the Stayton City Council
FROM: Janna Moser - Library Director
DATE: July 16, 2018
SUBJECT: June Library report

Summer reading began June 11th for people of all ages. The theme for this year is "Libraries Rock!" This year's heroes are:

David Lewin – Teacher, Sublimity
Haley Wallen - Santiam Canyon Stampede Queen
Jenica Bishop - Teacher, St. Mary Catholic School
Larysa Pavelek – Teacher, Stayton Elementary
Lisa Crawford - Reading Assistant, Aumsville Elementary
Matt Leonard - Officer, Stayton Police Department
Scott Orr – Engineer, Stayton Fire District
Stephen Fulks - Teacher, Stayton Intermediate/Middle School
Tina Gilbert – Teacher, Cloverdale Elementary
Tony Pflug – Custodian – Turner Elementary
Whitney Smith - Teacher, Cascade View Christian School

Children read to earn free books and local hero buttons, hunt for mascots and read non-fiction books for a chance to win raffle prizes. They helped write a song and rocked with singer and musician Mo Phillips. Alex Zerbe entertained a great crowd with his Zaniac Comedy Show. Teens kicked off June with a Humans vs. Zombies event, a summer reading party and a make your own musical instrument program where they made African thumb pianos.

The Library Foundation held their 6th Annual Father Daughter Ball. Over 270 daughters and dads attended the "Under the Sea" Ball. Thank you to Stayton Public Library Foundation and the generous business sponsors that helped make the event possible.

Upcoming events to mark on your calendars:

- Board Game Night – July 19 at 5:30pm
- Children & Teens: Wobblebots – July 24 at 3:30pm
- Teens: Sound Wave Art - July 25 at 4:00pm
- Children: Creature Teachers – July 26 at 4:00pm
- Paradise of Samoa (Polynesian Music) – July 26 at 6:00pm

2017-2018 Monthly Library Statistics														
	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	2017-18 YTD	2016-17 YTD
TOTAL CHECKOUTS	12,761	12,616	11,204	11,545	11,029	10,705	11,983	10,829	12,802	11,636	11,737	13,443	142,290	126,579
OTHER CIRCULATION SERVICES														
Self check out	4,086	4,177	3,703	3,688	3,427	3,472	3,994	3,459	4,163	3,750	4,025	4,613	46,557	39,895
Library2Go (ebooks +)	910	972	947	970	1022	1,069	1,163	1,026	1,153	1,030	1,030	1,128	12,420	9,917
INCOME RECEIVED														
Non-resident cards	\$89.50	\$130.00	\$177.00	\$175.00	\$142.00	\$105.00	\$332.00	\$337.00	\$175.00	\$60.00	\$94.00	\$130.00	\$1,946.50	\$2,180.20
Fines: overdue & lost books	\$1,121.79	\$1,917.07	\$1,235.71	\$600.29	\$875.99	\$755.19	\$1,606.61	\$926.54	\$960.26	\$766.05	\$1,073.57	\$1,340.50	\$13,179.57	\$10,821.37
Room fees	-\$31.25	\$25.00	\$115.00	\$90.00	\$197.00	\$60.00	\$420.00	\$495.00	\$105.00	\$240.00	\$105.00	-\$10.00	\$1,810.75	\$1,332.00
												TOTAL	\$16,936.82	\$14,333.57
REFERENCE QUESTIONS														
In-Person, by phone and computer help	584	364	352	356	360	404	508	496	544	548	468	504	5,488	6,035
NEW PATRON CARDS														
	65	89	58	48	43	57	84	68	70	56	53	89	780	796
INTERNET USE														
	938	1,122	1,066	1,116	880	907	957	824	907	889	937	954	11,497	11,398
													Total wireless users	1,960
													Total Internet Use	13,457
PROGRAM ATTENDANCE														
Children & adults at Children's Programs	761	58	427	414	469	439	754	441	711	647	765	1,514	7,400	7,229
Teens	17	20	32	35	30	34	13	7	14	8	22	46	278	150
Adults	57	31	43	47	28	34	155	246	179	91	94	20	1,025	764
Outreach	0	0	0	0	0	0	166	558	451	564	625	178	2,542	4,054
													TOTAL	11,245
MEETING ROOM ATTENDANCE														
	33	54	91	158	155	110	166	104	193	173	181	141	1,559	1,621
PATRON VISITS														
	7,645	7,690	6,285	6,585	5,480	5,567	8,280	6,559	7,417	6,633	7,872	7,868	83,881	79,782
VOLUNTEER HOURS														
	254	210	170	211	200	187	219	169	227	214	187	207	2,453	2,392