



AGENDA
STAYTON CITY COUNCIL
Monday, September 21, 2020

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

TELECONFERENCE MEETING

City officials request all citizens that are able, to view the live stream on the City of Stayton's YouTube account to view the meeting from home. Social distancing is essential in reducing the spread of COVID-19. The City is using technology to make meetings available to the public without increasing the risk of exposure.

Please use the following option to view the meeting:

- Live Stream on the City of Stayton YouTube – <https://youtu.be/XkcVfy-cb4k>

To maintain compliance with public meeting laws, a limited number of chairs will be provided in the building for citizens to listen to the meeting; however, social distancing is essential in reducing the spread of COVID-19 and no more than 10 people total will be allowed in the building at one time. City officials strongly encourage all citizens to utilize YouTube to view the Council meeting rather than attending in person.

Public comment will be accepted as follows:

- **Public Comment on Items not on the Agenda**: Meetings shall not allow for general public comments. All parties interested in providing general public comments will have the opportunity to do so in written form, outside of a meeting by sending an email to cityofstayton@ci.stayton.or.us.
 - **Video or Audio Conference Call**: Parties interested in providing verbal comment shall contact City staff at cityofstayton@ci.stayton.or.us at least three hours prior to the meeting start time with their request. Staff will collect their contact information and provide them with information on how to access the meeting to provide comment.
- **Public Comments on Action Items**: There will be no verbal public comment on action items. All parties interested in providing public comments on action items may do so in written form. Written comments should be submitted to cityofstayton@ci.stayton.or.us. Comments received at least two hours prior to the meeting start time will be provided to the City Council in advance of the meeting.

CALL TO ORDER

7:00 PM

PUBLIC COMMENT

CONSENT AGENDA

a. August 17, 2020 City Council Minutes

PUBLIC HEARING – None

GENERAL BUSINESS

Beachie Creek Wildfire Update

INFORMATIONAL

- a. Verbal Staff Report – Chief David Frisendahl
- b. Council Discussion

Revised Temporary COVID-19 Public Meeting Procedures

ACTION

- a. Staff Report – City Staff
- b. Council Discussion
- c. Council Decision

Oregon Water Resources Department Water Project Feasibility Study Grant Agreement

ACTION

- a. Staff Report – Lance Ludwick
- b. Council Discussion
- c. Council Decision

Policy on Naming of City Parks, Amenities and Public Facilities, and Designation of Memorials

ACTION

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

ADJOURN

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 Administrative Services Manager Alissa Angelo at (503) 769-3425.

CALENDAR OF EVENTS

SEPTEMBER 2020

Monday	September 21	City Council	7:00 p.m.	https://youtu.be/XkcVfy-cb4k
Monday	September 28	Planning Commission	7:00 p.m.	https://youtu.be/XfzeuiCP5Ww

OCTOBER 2020

Monday	October 5	City Council	7:00 p.m.	https://youtu.be/HQHPOh9cWaQ
Tuesday	October 6	Parks & Recreation Board	6:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	October 13	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	October 19	City Council	7:00 p.m.	https://youtu.be/fmS6t5FhivA
Wednesday	October 21	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	October 26	Planning Commission	7:00 p.m.	https://youtu.be/1XkumTok-_w

NOVEMBER 2020

Monday	November 2	City Council	7:00 p.m.	https://youtu.be/GIW6YkJbnbQ
Tuesday	November 3	Parks & Recreation Board	6:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	November 10	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Wednesday	November 11	CITY OFFICES CLOSED IN OBSERVANCE OF VETERANS DAY		
Monday	November 16	City Council	7:00 p.m.	https://youtu.be/Widf0VF0ad4
Wednesday	November 18	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Thursday	November 26	CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING HOLIDAY		
Friday	November 27	CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING HOLIDAY		
Monday	November 30	Planning Commission	7:00 p.m.	https://youtu.be/0zifc1SYEFU

DECEMBER 2020

Tuesday	December 1	Parks & Recreation Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	December 7	City Council	7:00 p.m.	https://youtu.be/TAnHd3kskuc
Tuesday	December 8	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Wednesday	December 16	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	December 21	City Council	7:00 p.m.	https://youtu.be/t6ooHQ9Sbuc
Thursday	December 24	CITY OFFICES CLOSE AT NOON IN OBSERVANCE OF CHRISTMAS HOLIDAY		
Friday	December 25	CITY OFFICES CLOSED IN OBSERVANCE OF CHRISTMAS HOLIDAY		
Monday	December 28	Planning Commission	7:00 p.m.	https://youtu.be/uPYSgXUOs8g

**City of Stayton
City Council Minutes
August 17, 2020**

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

Time Start: 7:02 P.M.

Time End: 8:43 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Henry Porter (via Zoom)	Alissa Angelo, Administrative Services Manager
Councilor Paige Hook (via Zoom)	Keith Campbell, City Manager
Councilor Ben McDonald (via Zoom)	Dan Fleishman, Director of Planning & Development (via Zoom)
Councilor Christopher Molin (via Zoom)	David Frisendahl, Police Chief
Councilor Jordan Ohrt (via Zoom)	Lance Ludwick, Public Works Director (via Zoom)
Councilor David Patty (excused)	Janna Moser, Library Director (via Zoom)
	Susannah Sbragia, Finance Director (via Zoom)

AGENDA	ACTIONS
TELECONFERENCE MEETING	
Consent Agenda a. August 3, 2020 City Council Minutes	Motion from Councilor Molin, seconded by Councilor Hook, to approve the consent agenda as presented. Motion passed 4:0.
Public Hearing	None.
General Business Shaff Road-Golf Club Road Roundabout Design a. Staff Report – Lance Ludwick b. Council Discussion c. Council Decision	Staff reviewed the report included in the Council packet. Brief discussion of the project and funding. Motion from Councilor Hook, seconded by Councilor Ohrt, to direct staff to move forward with the Roundabout Design Project as planned. Motion passed 4:0.
Revised Temporary COVID-19 Public Meeting Procedures a. Staff Report – City Staff b. Council Discussion c. Council Decision	Ms. Angelo reviewed the staff report. Council discussion regarding in person and virtual public comment. Motion from Councilor Ohrt, seconded by Councilor Molin, to modify the proposed Temporary COVID-19 Public Meeting Procedures to include the “Video or Audio Conference Call” option and direct staff to bring back further revisions at the next Council meeting.

<p>City Attorney Discussion</p> <p>a. Staff Report – City Staff</p> <p>b. Council Discussion</p> <p>Pool Reopening Update</p> <p>a. Staff Report – Susannah Sbragia</p> <p>b. Council Discussion</p>	<p><i>Council Discussion:</i> Clarification on the specific changes. Councilor Ohrt indicated her motion includes only items 6.b.ii and 6.c.ii of the revised rules.</p> <p>Motion passed 4:0.</p> <p>Mr. Campbell reviewed the staff report.</p> <p>Council discussion of procedures and protocol for contacting the City Attorney.</p> <p>Ms. Sbragia provided an update on the pool reopening.</p> <p>Council discussion on attendance at pool, potential of expanding hours, and expenses.</p>
<p>Communications from Mayor and Councilors</p>	<p>None.</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 21ST DAY OF SEPTEMBER 2020, 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, Administrative Services Manager



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: City Staff
DATE: September 21, 2020
SUBJECT: Revised Temporary COVID-19 Public Meeting Procedures

ISSUE

Shall the Governing Body adopt revised Temporary COVID-19 Public Meeting Procedures?

ENCLOSURE(S)

- Revised Temporary COVID-19 Public Meeting Procedures

BACKGROUND INFORMATION

On April 6, 2020, the Temporary COVID-19 Public Meeting Procedures were adopted by the City Council. These guidelines were drafted, and strongly encouraged to be adopted, by the City's Legal Counsel, and were modeled off of neighboring communities. As we continue navigating the ever-changing landscape of COVID-19, it's become clear remote meetings will need to continue for the near future.

At the August 3, 2020 Council meeting, there was a request by Council to update the rules to include verbal public comment. Additionally, in staff's review of the rules, changes have been suggested including expanding business on the agenda to include presentations and non-action items.

During the August 17 meeting, the Council adopted a partial revision to the Temporary COVID-19 Public Meeting Procedures and requested staff make further modifications based off discussion.

MOTION(S)

- 1) Motion to approve the revised Temporary COVID-19 Public Meeting Procedures as presented.
- 2) Motion to approve the revised Temporary COVID-19 Public Meeting Procedures as amended.



Temporary COVID-19 Public Meeting Procedures

Given executive orders from Governor Brown concerning COVID-19 and social spacing requirements, the City of Stayton has established temporary updated procedures for public meetings in order to protect our volunteers, public, and staff.

The new updated public meeting procedures, as outlined below, shall become effective when approved by the governing body, and shall remain in effect until action to discontinue use is completed by each public body. Where applicable, these procedures shall supersede any prior meeting procedures including the Stayton City Council Rules.

COVID-19 Public Meeting Procedures

When possible, only City meetings that are deemed mandatory based on timelines established in state law, the City of Stayton Charter, or City of Stayton ordinance shall be held. ~~All other meetings or agenda items shall be postponed.~~

In order to comply with social spacing recommendations, the public will be encouraged not to attend public meetings in person, and in particular to stay home if they are sick or showing symptoms. In order to continue to provide an opportunity for public viewing / participation, all public meetings required to be held shall conform to the following updated requirements.

1. **Live Streaming:** All mandatory City meetings shall be streamed live on the City of Stayton's YouTube channel through a link available on the City's website. For access to this link, visit the City of Stayton's [Calendar of City Meetings and Events](#) page on our website.
2. **Public Observation:** Although it is **strongly encouraged that people not attend the meeting in person** the opportunity will exist to observe the meeting at a designated location. However, to protect the safety and ensure social spacing, limits to audience members will be implemented. Please note that in person meeting attendance will be subject to applicable regulations in place at the time of the meeting and are subject to change. Parties interested in attending the meeting in-person shall contact City staff at least three hours prior to the meeting start time.
3. **Meeting Materials:** All meeting materials shall be provided to the public in advance of the meeting via the following schedule:
 - a. The agenda and majority of meeting materials, including presentation materials, will be posted on the City's website, as well as distributed to members of the public body and the public at least 3 days in advance of the meeting date through the City's email distribution list. To subscribe to the email distribution list, visit the

City's website at http://www.staytonoregon.gov/page/resources_email_list. Printed copies of materials may also be requested in advance of the meeting.

- b. Any additional materials received after the initial meeting materials are distributed, including any written public comments received, shall be distributed to members of the public body one hour prior to the meeting's start time, and shall be posted on the Agendas and Minutes webpage for the corresponding public body it was sent to (i.e. City Council, Planning Commission, etc.).
 - c. Any additional materials to be distributed after this time shall be verbally identified, placed into the record, and distributed to the public body at the meeting, as technology and circumstances allow.
4. **Public Body Participation**: All members of the public body shall participate in the meeting through live streaming and conference call or other teleconference tools, unless they can show reason why they cannot meaningfully participate in this manner. Members of the public body that do not wish to participate in the meeting through virtual means shall request the ability to participate in the meeting in person in consultation with the public body's presiding officer and the Administrative Services Manager. To ensure the meeting is understandable, during the meeting, all speakers shall identify themselves prior to speaking, and shall do so prior to making or seconding motions. In addition, all votes shall occur via roll call vote.
5. **Meeting Management**: Meeting management tasks, including identifying speakers, clarifying decisions, and managing conference call / video conferencing lines shall be delegated to the City Manager or other applicable staff.
6. **Agenda Updates & Public Participation**:
- a. **General Agenda Notes**: All agendas shall be updated to delineate the new public meeting procedures in this policy and shall note that members of the public shall not attend meetings if they are sick or presenting symptoms.
 - ~~b. **Presentations, Proclamations, & Ceremonial Items**: The public meeting shall not include any presentations, proclamations, or ceremonial items. Such items shall be cancelled, postponed, or presented in a manner separate from the public meeting.~~
 - ~~c. **Public Comment on Items not on the Agenda**: Meetings shall not allow for ~~general in-person~~ public comments. All parties interested in providing ~~general~~ public comments at the beginning of the meeting shall participate using one of the following methods: will have the opportunity to do so in written form, outside of a meeting, in the manner dictated for each individual public body.~~
 - i. **Video or Audio Conference Call**: Parties interested in providing verbal comment shall contact City staff at least three hours prior to the meeting start time with their request. Staff will collect their contact information and provide them with information on how to access the meeting to provide comment.

~~h~~.ii. **Written Comment:** It is **strongly encouraged that interested parties provide testimony in writing** prior to the meeting and abstain from attending the meeting in person. Written comment submitted at least three hours prior to the meeting start time will be provided to the public body in advance of the meeting. Comment can be provided in the manner dictated for each individual public body.

~~d~~.c. **Public Hearing Items:** Public hearings shall only be held if required by state law, the City of Stayton Charter, or City of Stayton Municipal Code. Should a public hearing be required, the following methods for public comment shall be adhered to:

- i. **Written Testimony:** It is **strongly encouraged that interested parties provide testimony in writing** prior to the meeting and abstain from attending the meeting in person. Written testimony submitted at least two hours prior to the meeting start time will be provided to the public body in advance of the meeting. Testimony can be provided in the manner dictated for each individual public body.
- ii. **Video or Audio Conference Call:** Parties interested in providing verbal testimony shall contact City staff at least three hours prior to the meeting start time with their request. Staff will collect their contact information and provide them with information on how to access the meeting to provide comment. Should it be necessary to provide verbal testimony, it is recommended that interested parties participate via an established City conference call line. Parties interested in participating in this manner shall contact the Administrative Services Manager at least two hours prior to the meeting start time with their name, address, and phone number they will be calling from.
- iii. **Participate in Person:** ~~Although it is strongly encouraged that people not attend the meeting in person, the opportunity will still exist to participate in the meeting at a designated meeting location. The method of this participation may include in person public testimony, access to a phone to call into meeting via a conference call line, or other available public testimony method as allowed by the Oregon State Public Meetings law. Please note that in person meeting attendance will be subject to applicable regulations in place at the time of the meeting and are subject to change.~~

~~e~~.d. **Action Items:**

- i. **Consent Agenda:** In order to expedite business, mandatory public meetings shall establish a consent agenda for action items that can be approved by a single motion and vote. Wherever possible and appropriate, as determined by the presiding officer, action items shall be moved to the

consent agenda. Any item on the consent agenda may be removed for separate consideration by any member of the public body.

- ~~ii. **Public Comments on Action Items:** Public bodies shall not provide for verbal public comments for action items. All parties interested in providing public comments on action items may do so in written form. Written comments submitted at least two hours prior to the meeting start time will be provided to the public body in advance of the meeting. Comments can be provided in the manner dictated for each individual public body.~~
- ~~f. **Report Items:** Report items may be included in the meeting materials for informational purposes but shall not incur a presentation. However, the public body may ask questions on report items included in materials as appropriate.~~

For questions on this policy, specific requirements for each public body, how to observe or participate in a public meeting, how to submit public comments, or other questions, please contact the City Manager, Keith Campbell at (503) 769-3425 or via email at cityofstayton@ci.stayton.or.us.



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: September 21st, 2020
SUBJECT: Oregon Water Resources Department Water Project Feasibility Study Grant Agreement

ISSUE

The issue before the City Council is whether or not to use City funds to match 50% of a \$308,000 Oregon Water Resources Department (OWRD) Water Project Feasibility Study Grant. The City would need to match up to \$154,000.

BACKGROUND INFORMATION

The City receives its drinking water from the North Santiam River via the Power Canal located at the south end of town. The City has one shallow well located east of the water treatment plant in Riverfront Park and an intertie with the City of Salem.

Water that comes out of the North Santiam River is pristine and of very high quality. It is also our only source of water and that could pose significant problems for the City.

During the 2019 Stayton City Council / Management Team Retreat, a goal was derived to expand the City's Water Supply. In the short-term (1-2 years) the City was to search for a secondary water source.

In September 2019 the Public Works Department entered into a contract with the consultant team of Keller Associates and GSI Water Solutions Inc. to identify and conceptually evaluate potentially viable alternatives for a secondary water supply source for the City. The Technical Memorandum was completed in October 2019, in it a recommendation to the City to explore using an Aquifer Storage and Recovery (ASR) system that can be combined with the City's existing or new water source to provide a more robust water supply.

The OWRD advertised a Water Project Feasibility Study Grant for Water Projects in the Fall of 2019. The Feasibility Study Grants reimburse up to 50 percent of the costs of studies to evaluate the feasibility of developing water conservation, reuse, and storage projects. On November 4th 2019 the City Council approved Resolution 996 authorizing staff to submit an application for the Water Project Feasibility Study Grant. The consultant team helped the City prepare and submit a grant application. The grant request was for the costs to perform the

preliminary and final feasibility studies for the use of an Aquifer Storage and Recovery (ASR) as a secondary water source for the City.

In August 2020 the OWRD notified the City that we were successful with our application and have been awarded up to \$154,000 for the project. The City will need to contribute 50% of the project cost, up to 154,000. The estimated project cost is \$308,000.

FINANCIAL IMPACT

Staff proposed and the Budget Committee approved allocating \$154,000 towards the OWRD Water Project Feasibility Study to be paid from the Water Fund - System Development Charges (SDCs).

Due to COVID-19 staff thought it would be prudent to get final approval of the \$154,000 expenditure for this project from the City Council.

If executed the OWRD Water Project Feasibility Study Grant Agreement will terminate on January 31, 2022.

OPTIONS AND MOTIONS

- 1) Not accept the OWRD Water Project Feasibility Study Grant Award.

Motion to direct staff to notify the OWRD that the City will not accept the Grant award.

- 2) Instruct the Public Works Staff to sign the OWRD Water Project Feasibility Study Grant Award Agreement.

Motion to direct staff to sign the OWRD Water Project Feasibility Study Grant Award Agreement and to proceed with the Secondary Water Source Feasibility Project.



Oregon
Kate Brown, Governor

Water Resources Department
725 Summer St NE, Suite A
Salem, OR 97301
(503) 986-0900
Fax (503) 986-0904

August 7, 2020

City of Stayton
Lance Ludwick, PE
Director of Public Works
362 N 3rd Ave.
Stayton, Oregon 97383

Subject: Grant Agreement #FSG-0098-20

Dear Grantee,

Congratulations on your successful application for a Feasibility Study Grant. The Oregon Water Resources Department (Department) is pleased to provide funding for your feasibility study *Stayton Aquifer Storage and Recovery Feasibility Study*. A grant in the amount of **\$154,000** was approved by the Water Resources Commission at its June 2020 meeting. Funding provided by the Department will support the project description and key tasks identified in your application and/or referenced/included in your Grant Agreement.

Attached please find a Grant Agreement for your review and signature. Please pay attention to Exhibits A and B, the Grant Expiration Date, and all Grant Agreement terms and conditions. Please pay particular attention to all the requirement listed under Section 2.05, *Conditions Precedent to Each Disbursement*.

Additionally, please reference the Department's Budget Procedures and Allowable Costs document for information regarding grant expenditures and reimbursements. Please reference the Feasibility Study Grants, [Applications, Forms and Guidance page](#) for up-to-date Reporting Forms for active grants.

Please review the information carefully so that you fully understand the quarterly reporting schedule as well as grant management and funding criteria of your grant.

Please review and return the signed grant agreement to the Department for finalization. Feel free to contact me with any questions you may have related to management of your grant. The Department looks forward to the successful execution of your feasibility study.

Sincerely,

Becky Williams
Grant Program Coordinator
ec: File

Water Conservation, Reuse & Storage Grant Program

GRANT AGREEMENT

#FSG-0098-20

Stayton Aquifer Storage and Recovery Feasibility Study

By: City of Stayton

OREGON WATER RESOURCES DEPARTMENT



GRANT AGREEMENT

#FSG-0098-20

Stayton Aquifer Storage and Recovery Feasibility Study

BETWEEN: **State of Oregon**, acting by and through its
Oregon Water Resources Department (Grantor),
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
Phone Number: (503) 986-0869
Facsimile Number: (503) 986-0903
E-Mail Address: WRD_DL_feasibilitystudygrants@oregon.gov

The Grantor's Coordinator for this Grant is
Becky Williams

AND: City of Stayton
Lance Ludwick, PE
Director of Public Works
362 N 3rd Ave.
Stayton, Oregon 97383
Telephone Number: (503) 769-2919
E-Mail Address: lludwick@ci.stayton.or.us

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01 Legal Basis of Award. Pursuant to ORS 541.561 Grantor is authorized to enter into a grant agreement and to make an award, from the Water Conservation, Reuse and Storage Investment Fund (“Fund”), to Grantee for the purposes set forth herein.

Section 1.02 Agreement Documents. This grant agreement (“Grant Agreement” or “Agreement”) consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant Agreement, less all exhibits; Exhibit A (Grant Budget); Exhibit B (Statement of Work, including a Project schedule with a beginning and completion date); Exhibit C (Supplemental Requirements for Storage Projects); and the Grantee’s approved application for funding the project planning study dated November 12, 2019 (on file at the office of Grantor).

Section 1.03 Agreement Term. This Agreement shall be effective when it is signed by the Grantor and Grantee (“Parties”) and approved as required by law (the “Effective Date”). Unless terminated earlier pursuant to Section 6 of this Agreement, this agreement will terminate on the earlier of (i) **January 31, 2022** or (ii) the date that the Grantor disburses the final ten percent (10%) of Grant moneys as provided in Section 2.03 of this agreement (the “Expiration Date”).

SECTION 2
GRANT AWARD

Section 2.01 Notice of Grant Award. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$154,000** (the “Grant”) from the Water Conservation, Reuse and Storage Grant Program (“Program”) to financially support development of feasibility or planning studies or activities designated within the Statement of Work set forth in Exhibit B (the “Project”). Grantee shall provide a dollar for dollar match of 100% of the Grant by the earlier of the last disbursement request or the Expiration Date. Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Water Conservation, Reuse and Storage Grant Program or other factors. Changes to the Grant amount may be implemented by Grantor upon notice from Grantor to Grantee of such change or may, at the request of Grantor, be implemented through amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit A.

Section 2.02 Grant Availability. Grantee shall not submit, and Grantor shall not pay, any reimbursement request for expenditures that occur before the Effective Date or after the Expiration Date.

Section 2.03 Disbursement of Grant Moneys. Subject to Sections 2.04 and 2.05, Grantor shall disburse the Grant moneys to Grantee upon submission of a request for release of funds. The request for release of funds form must be completed and signed by the Grantee prior to approval and payout of any funds by Grantor. Completion of all tasks identified within the Statement of Work and submittal of the Final Report must occur by the Grant Expiration Date. The final 10% of Grant moneys will be released for payment upon approval of the Final Report. The Grantor may disburse Grant money after the Expiration Date for reimbursement requests submitted within the Grant period. Grantee may submit a Request for Release for Funds no more often than monthly.

Section 2.04 Conditions Precedent to this Agreement or any Amendment to this Agreement. Grantor’s obligations under this Agreement or under any amendment to this Agreement are subject to compliance by Grantee with all its reporting obligations under any earlier or existing grant agreements with the Grantor. Grantee shall hold and maintain registration as a legal entity with the Oregon Secretary of State prior to, and throughout, the duration of the Grant.

Section 2.05 Conditions Precedent to Each Disbursement. Grantor’s obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. Sufficient moneys to make the disbursement are available in the Water Conservation, Reuse and Storage Investment Fund;
- b. Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- c. Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- d. Grantee is in compliance with all reporting requirements of all active or prior Water Conservation, Reuse and Storage Grant Program grants;
- e. Grantee has obtained all permits and licenses from local, state or federal agencies or governing bodies necessary to perform its obligations under this Agreement and has provided Grantor with a copy thereof;

- f. Grantee has submitted to the Grantor, documentation that non-Grantor match of at least 50% of the total Project cost has been secured;
- g. No default as described in Section 6.03 has occurred; and
- h. Grantee has provided to Grantor a request for reimbursement that is in a format acceptable to and approved by Grantor and that is accompanied by all necessary supporting documentation.

SECTION 3 USES OF GRANT

Section 3.01 Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to successfully execute the Project tasks described in Exhibit B and that are (i) in accordance with the allowable costs and budget procedures guidance document provided by the Grantor and (ii) capital expenditures for federal income tax purposes within the meaning of 26 C.F.R. § 1.150-1(b). Equipment purchases of a durable nature may not be financed with Grant moneys unless expressly authorized by Grantor in writing apart from and in addition to the approved Request for Release of Funds.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to pay principal or interest on any debt; reimburse any person or entity for expenditures made or expenses incurred prior to the Effective Date; make loans or grants to third parties; or pay internal costs charged to the Project by Grantee or payments made to Related Parties. A Related Party for this purpose includes members of the same controlled group within the meaning of 26 C.F.R. § 1.150-1(e). No more than 10% of the Grant may be used to pay for the administrative costs of Grantee. The aggregate of all disbursements of the Grant shall not exceed the maximum Grant amount set forth in Section 2.01.

Section 3.03 Mis-expended and Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee that are not expended by Grantee in accordance with this Agreement ("Mis-expended Moneys") or are not expended by the earlier of the Expiration Date or the date this Agreement is terminated pursuant to Section 6 of this Agreement ("Unexpended Moneys") shall be returned to Grantor. Grantee shall return all Mis-expended or Unexpended Moneys to Grantor within fifteen (15) days after the earlier of the Expiration Date, the date this Agreement is terminated or Grantor's demand.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative body or any provision of Grantee's organization documents and (c) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, or approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01 Final Report. Grantee shall complete the Project and deliver its Final Report to Grantor by the Expiration Date; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.05 (a) and (b) are not satisfied, Grantee will not be required to complete the Project.

Section 5.02 Quarterly Reports. No later than 30 days after the end of each calendar quarter, Grantee shall provide the Grantor with a quarterly report. The report must utilize the form provided by the Grantor which will include information regarding the expenditure of Program and non-Program funds, compliance with the terms of this Agreement, progress toward completion of the Project, and a narrative on the activities completed as part of the Project.

Section 5.03 Reporting. Grantee may be required to provide; a) additional reports on the Project as deemed appropriate by Grantor, b) a commitment to supply future reports on the Project, and c) a commitment to provide a report of any future action taken as a result of the Project.

Section 5.04 Accounting for expenses. Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

Section 5.05 Release of Reports. All reports that the Grantor determines to be final and complete will be made available to the public.

Section 5.06 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the activities financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until (i) six years after the Expiration Date or (ii) the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to these books of account and records at any reasonable time for as long as the records are maintained.

Section 5.07 Certification of Compliance with Laws. Grantee hereby certifies that it has complied, and agrees that it shall comply, with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant

moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.08 Work Product.

(a) The Grantor and Grantee each acknowledge that performance of this Agreement may result in the discovery, creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"). Grantee agrees that it will promptly and fully disclose to the Grantor any and all Work Product generated, conceived, reduced to practice or learned by Grantee or any of its employees, either solely or jointly with others, during the term of this Agreement, which in any way relates to the business of the Grantor. Grantee further agrees that neither Grantee or Grantee's employees, nor any party claiming through Grantee or Grantee's employees, will, other than in the performance of this Agreement, make use of or disclose to others any proprietary information relating to the Work Product. All work performed hereunder related to the Project will include delivery of all source and object code and all executables and documentation. Grantee agrees that the Grantor shall have a copy of the most recent source code at all times.

(b) As part of the Work Product, the Grantee shall produce a Final Report documenting the findings of the feasibility study. The Final Report shall describe the findings of each of the project planning study elements (also known as key tasks) as identified in the attached Statement of Work.

(c) Grantee agrees that, whether or not the Project work is considered works made for hire or an employment to invent, all Work Product discovered, created or developed under this Agreement shall be and remain the sole property of the Grantor and its assigns. Except as specifically set forth in writing and signed by both the Grantor and Grantee, Grantee agrees that the Grantor shall have all copyright and patent rights with respect to any Work Product discovered, created or developed under this Agreement without regard to the origin of the Work Product.

(d) If and to the extent that Grantee may, under applicable law, be entitled to claim any ownership interest in the Work Product, Grantee hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Grantor any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Grantee waives such rights in the Work Product. Grantee further agrees as to the Work Product to assist the Grantor in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to said Work Product, and to that end, Grantee and its employees will execute all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protection with respect to such Work Product, as the Grantor may desire, together with any assignments thereof to the Grantor or persons designated by it. Grantee's and its employees' obligations to assist the Grantor in obtaining and enforcing patents, copyrights, trade secrets and other rights and protection relating to the Work Product shall continue beyond the termination of this Agreement.

(e) If and to the extent that any preexisting rights are embodied or reflected in the Work Product, Grantee hereby grants to the Grantor the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances:

- (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement; or,
- (b) There are not sufficient funds in the Water Conservation, Reuse, and Storage Investment Fund to permit Grantor to continue making payments under this Agreement; or,
- (c) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding; or,
- (d) In accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, reallocation of funds allocated to the Project but not used, and declaration of ineligibility for the receipt of future Water Conservation, Reuse and Storage Investment Fund awards

SECTION 7 MISCELLANEOUS

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 7.03 Notices. Except as otherwise expressly provided in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or demand delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice or demand by personal delivery shall be deemed to be given when actually delivered.

Section 7.04 Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties. No term of this Agreement may be waived unless such waiver is consented to in writing by the party against whom such waiver is sought to be enforced.

Section 7.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06 Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, or agents under this Agreement.

Section 7.08 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09 Survival. All provisions of this Agreement set forth in the following sections and all provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement: Section 3.03, Mis-expended and Unexpended Grant Moneys; Section 5.06, Records and Inspection; Section 5.08, Work Product; and Section 7, MISCELLANEOUS.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

Section 7.13 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.14 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.15 Duplicate Payment. Grantee shall not receive duplicate payments from another entity for expenses invoiced to the Grantor.

Section 7.16 False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.17 Cooperation. The Grantor and Grantee acknowledge that as the Project progresses, aspects of the Project captured in the Exhibits may need to be adjusted and refined through the amendment process, and that the ultimate success of this Project requires the cooperation of both Parties. Grantor and Grantee both agree to use good faith efforts and their best professional judgment to resolve any issues that may arise during the course of the Project.

Section 7.18 Dispute Resolution. The Grantor and Grantee shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Grantor and Grantee may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

The signatures of the Parties follow on the next page.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, have full power and authority to bind their respective Party and agree to be bound by the terms and conditions of this Agreement.

GRANTEE

City of Stayton, by and through its Governing Body

By _____
Name: Lance Ludwick, PE
Title: Director of Public Works

Date _____

By _____
Name:
Title:

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Grantee's Legal Counsel

Date _____

Grantee Contact:

Lance Ludwick, PE
362 N 3rd Ave.
Stayton, OR 97383
(503) 769-2919
lludwick@ci.stayton.or.us

GRANTOR



STATE OF OREGON, by and through its Water Resources Department

By _____
Name: Lisa Snyder
Title: Administrator, Administrative Services

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

Grantor Contact:

Oregon Water Resources Department
Attn: Becky Williams
725 Summer St NE, Suite A
Salem, OR 97301-1266
(503) 986-0869
WRD_DL_feasibilitystudygrants@oregon.gov

EXHIBIT A
The Grant Budget

The Grant Budget is as follows:

Budget Category	Approved Budget
Task 1 – Hydrogeologic Assessment	\$112,500
Task 2 – Source Water Availability	\$7,500
Task 3 – Water Quality Review	\$4,000
Task 4 – Infrastructure Review	\$7,500
Task 5 – Evaluation of Environmental Impacts and Conservation Opportunities	\$5,000
Task 6 – Documentation and Implementation Plan	\$17,500
Subtotal of Grant Funds	\$154,000
Match Funding - Expenditures from sources other than this grant program	\$154,000
Grand Total	\$308,000

EXHIBIT B
Statement of Work

This study shall begin on the “Effective Date” when it is signed by all parties and shall be completed by **January 31, 2022**. Grant funds shall only be used to accomplish the following tasks in relation to the *Stayton Aquifer Storage and Recovery Feasibility Study* as detailed in the grant application: The study will assess the Columbia River Basalt Group aquifer storage characteristics, provide a regulatory review, identify candidate sites, conduct hydraulic testing via an exploratory borehole, and develop preliminary system design. The study will result in a report detailing the evaluation and recommendation for the City of Stayton on whether to move forward with Aquifer Storage and Recovery (ASR).

Task 1– Hydrogeologic Assessment

Task Description: An evaluation of the storage characteristics of the Columbia River Basalt (CRB) aquifers in Stayton, including potential injection and recovery rates and storage volumes. The evaluation includes a compilation and review of available geologic and hydrogeologic information; production, water quality and water level data from wells in the vicinity of Stayton; water level data from Oregon Water Resources Department’s (OWRD) observation wells’ irrigation water rights and points of appropriation in the CRB vicinity of Stayton. Seek available hydrogeologic information by engaging OWRD resources. Evaluate CRB aquifer characteristics including lateral and vertical distribution of potential water-bearing zones, hydraulic characteristics, boundaries and current and historic water level trends. Identify the distribution and approximate amount of pumping from nearby municipal and agricultural wells that might affect recover rates and result in loss of stored water. A well siting evaluation will be performed to identify and prioritize properties for installing an exploratory well. Obtain a landowner access agreement to complete any work on the proposed parcel, which will be submitted to OWRD. Install and test an exploratory well that produces water from the CRB. Evaluate potential fatal flaws and estimate potential recovery and injection rates and storage volumes of an ASR system on the basis of the above work.

Permit(s)/Regulatory Approval(s) Required:

- ASR Limited License - Oregon Water Resources Department
- Underground Injection Control Permit - Oregon Department of Environmental Quality (DEQ)

Task 2– Source Water Availability

Task Description: Conduct a review of the Stayton’s water rights with regard to current authorized rate, volumes and durations available for diversion during off-peak demand seasons. Review Stayton’s treatment capacities during off-peak demand seasons.

Permit(s)/Regulatory Approval(s) Required: None

Task 3– Water Quality Review

Task Description: Review available water quality data for Stayton’s water treatment plant and compare to ASR water quality standards. Perform an assessment of geochemical compatibility between native groundwater and injection sources water, and recovered water quality. Summarize and share water quality data with the Oregon Health Authority and DEQ for any guidance and recommendations. This data will be used to develop an ASR Limited License application and operations plan if the project proves feasible.

Permit(s)/Regulatory Approval(s) Required: None

Task 4– Infrastructure Review

Task Description: Review current water master planning and other water system documents describing Stayton’s water systems and assess necessary pipeline upgrades. Identify infrastructure needs, costs and assumptions for completing an ASR system within Stayton, or within the near vicinity.

Permit(s)/Regulatory Approval(s) Required: None

Task 5– Evaluation of Environmental Impacts and Conservation Opportunities

Task Description: Conduct the following work to address the minimum requirements described in OWRD’s Storage Specific Study Requirements document dated October 2019:

- Analysis of ecological flows, including impact of the storage project on bypass, optimum peak and flushing flows.
- Analysis of environmental harm or impact of the storage project.
- Evaluate potential opportunities to conserve water, or alternative means of supplying water including a cost-benefit analysis.
- Evaluate the need and ability to augment instream flows as part of the storage project
- Analysis of the local and regional water demand and how this project fits into Stayton’s existing and planned water supply projects. This will include work completed under Task 4.

Permit(s)/Regulatory Approval(s) Required: None

Task 6– Documentation and Implementation Plan

Task Description: Summarize the results of the study in a draft report, include a preliminary feasibility determination, conceptual system parameters (rates and volumes), list key uncertainties, and develop a roadmap for program development and conceptual level costs of implementation.

Permit(s)/Regulatory Approval(s) Required: None

EXHIBIT C
Supplemental Requirements for Storage Projects

**For storage projects that meet the following criteria, an addendum is required in the final report that clearly describes the following:
OAR 690-600-0050(2)**

This study concerns a proposed storage project that would impound surface water on a perennial stream, divert water from a stream that supports sensitive, threatened or endangered fish or divert more than 500 acre-feet of surface water annually. Therefore, the Project must include the following:

- (a) Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows;
- (b) Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives;
- (c) Analyses of environmental harm or impacts from the proposed storage project; and
- (d) Evaluation of the need for and feasibility of using stored water to augment in-stream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.
- (e) Additionally, if the Project includes a storage project for municipal use, the Project must include an analysis of local and regional water demand and the proposed storage project's relationship to existing and planned water supply projects.



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: September 21st, 2020
SUBJECT: Policy on Naming of City Parks, and Public Facilities and the Designation of Memorials

ISSUE

The City currently doesn't have formal policy for naming City Parks, Public Facilities, and for the Designation of Memorials

ENCLOSURE(S)

- Resolution 1013

BACKGROUND INFORMATION

It is best practice for a City to have a policy for naming of public parks, facilities, and memorials. The City of Stayton does not have a policy, which is standard practice in most communities throughout the United States.

The language as presented is a pretty common and standard form for a policy of this nature. Staff has replaced a few terms so the nomenclature fits the City of Stayton. The enclosed policy was taken from a neighboring community in Oregon.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 1013 as presented.

OPTION(S) / MOTION(S)

1. Approval Resolution No. 1013, as presented.
 - Motion to approve Resolution No. 1013, as presented.

2. Approve the proposal with amendments.
 - Motion to approve Resolution No. 1013, as amended.
3. Take no action.
 - No motion necessary.

RESOLUTION NO. 1013

POLICY ON THE NAMING OF CITY PARKS, AMENITIES, AND PUBLIC FACILITIES AND THE DESIGNATION OF MEMORIALS

WHEREAS, the City of Stayton does not have a policy for naming City parks, amenities and public facilities, and designation of memorials;

WHEREAS, it is a best practice and standard practice for a community to have a policy in place for naming City parks, amenities and public facilities, and designation of memorials; and

WHEREAS, the City of Stayton wishes to have a standard and uniform process for the naming of City parks, amenities and public facilities, and designation of memorials.

NOW THEREFORE, BE IT RESOLVED THAT:

SECTION 1. It is the policy of the City of Stayton to name or rename the City's parks, amenities and public facilities in a manner that serves the City's best interests and that ensures a worthy and enduring legacy for the City's parks and public facilities. It is, therefore, the City's policy to choose names for parks, amenities, and public facilities within the following broad categories:

1. A person, persons (living or deceased) or organization that has made a significant contribution of land, service or funds to the City.
2. A historically or culturally significant person, place, event, or other instance of historical or cultural significance.
3. A neighborhood, geographic or common usage identification.
4. Natural or geological features.

In addition to fitting within one of the above categories, the proposed name should:

1. Create a strong positive image;
2. Be respectful, appropriate, with regard to the park/facility's location and/or history;
3. Have historical, cultural, or social significance for future generations;
4. Have broad public support; and
5. Shall not result in the undue commercialization of the park or facility if it accompanies a gift from a business or commercial enterprise.

SECTION 2. The following procedures are established for the naming or renaming of a park, amenity, or public facility:

1. All requests to name a City Park, amenity, or public facility shall be made in writing to the City Manager. Except in the case of a substantial donation to the City of land for a park, an amenity, or a public facility, or funds given to the city and accepted for the acquisition or substantial improvement of a park, amenity, or public facility, if a request is made for the purpose of commemorating an event, activity or occurrence, the request may not be considered less than two years after the event, activity, or occurrence that has generated the request.
2. In the case of a substantial donation to the City of land for a park, an amenity, or a public facility, or funds given to the city and accepted for the acquisition or substantial improvement of a park, amenity, or public facility, a request made by the donor of such land, amenity, facility, or funds may be made concurrent with the donation.
3. Requests to name a City Park property, amenity, or public facility shall be evaluated by the Stayton Parks and Recreation Board, along with a staff recommendation. The Parks and Recreation Board shall make a recommendation to the City Council for approval of the name. The City Council shall make the final decision on all naming requests, and may (but is not required to) hold a public hearing on a request.

SECTION 3. Existing named parks, amenities, and public facilities may be renamed. Renaming is subject to Sections 1, 2, and 3. In addition, a park, amenity, or public facility should be renamed only under the following circumstances:

1. Where the person, family, corporation, association, or other entity after which the park, amenity, or facility has been named has been convicted of a felony, a crime involving moral turpitude, or participated in any other illegal or disreputable behavior which would bring discredit to the City and do substantial harm to the reputation and mission of the City;
2. Where the donor, or the donor's legally authorized representative, after whom a park, amenity, or public facility has been named, has consented in writing to renaming the park, amenity, or public facility;
3. Where the useful life of the park, amenity, or public facility has expired and must be replaced or substantially renovated; or
4. The specified period of time for use of the name given in conjunction with a donation has expired.

SECTION 4. A park's, amenity's, or public facility's larger or dominant and readily identifiable interior features or facilities (including, but not limited to playgrounds, picnic shelters, gazebos, ball fields, great lawns, public art, and other significant landscaping features) may have a different name than the entire park or facility.

Sections 1, 2, and 3 apply to the naming and renaming of such interior features or facilities

SECTION 5. The City may accept donations of or for memorial items for placement in parks. Memorial items may include, but are not limited to, plaques, markers, trees, benches, children’s play equipment, and other appropriate items. All memorial donation requests shall be submitted in writing to the City Manager. The City Manager shall forward all such requests to the Public Works Department and Parks and Recreation Board for review.

The City Manager shall make the final decision to accept or reject all memorial donation requests, and may propose conditions upon any acceptance.

The criteria to be used to evaluate a memorial donation request should include, but not be limited to, the following:

1. Whether the request for memorial includes the direct cost of the amenity or facility including design, purchase of the amenity or facility, installation, and whether any special maintenance requirements are being borne by the requesting party.
2. Whether the memorial will interfere with the existing or planned design, function, or intended user experience of the area in which it is to be located.
3. Whether the placement of the memorial will create a condition in which a significant number of amenities or facilities within a City facility or park are used for memorial purposes. The intent is to assure that placement of memorials will not detract from the overall design, intended experience, vision, or appeal of any park facility or property.
4. Whether the placement of the memorial is proposed to replace a facility or amenity currently serving as a memorial for another purpose. Only under rare and unusual circumstances should existing memorials be replaced by another memorial.
5. Whether the design of the memorial makes use of equipment, structures, vegetation, or features that are of similar quality and design to existing or planned standards for amenities or facilities within the City.
6. Whether any identifying plaque associated with the memorial is constructed of heavy duty, high quality bronze material and of appropriate dimensions (no more than five (5) inches by seven (7) inches in size).
7. Whether the placement of the memorial will create an increased maintenance or long-term replacement burden.

8. Whether the installation or construction of the memorial will be completed or overseen by trained individuals in consultation with City staff, in accordance with all applicable master plans, codes, rules and regulations at the local, state and federal level.

The requesting party must agree and understand that all memorials become the property of the City, and the City shall not be required to replace any memorial or portion of a memorial that is vandalized, damaged or stolen. The requesting party must also agree that the memorial may be removed, at the City's sole discretion, if the City Manager finds the removal to be in the public's best interest.

The City will make every effort to preserve any dedication plaque or other dedicated object. Due to repair of surrounding areas, construction, or redesign of a facility, the plaque or dedication object may be relocated. If the memorial or dedication object cannot continue to be reasonably maintained, it may be removed by the City. If the dedication includes the gift of a tree or other plant, the City will provide it with regular standard of landscape care. If a tree donated as a memorial gift does not survive, the City is not obligated to provide a replacement. If the dedication includes the gift of an object (e.g. bench, picnic table, and children's play equipment) the City will provide its regular standard of care and maintenance for the object. The City is not obligated to provide a replacement after the gift's life cycle expires.

In no event will the City be liable to the donor of a memorial gift, or the donor's heirs, personal representatives and assigns, for damage to or loss of a memorial gift.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 21ST DAY OF SEPTEMBER, 2020.

CITY OF STAYTON

Signed: _____, 2020

By: _____

Mayor Henry A. Porter

Signed: _____, 2020

ATTEST: _____

Keith D. Campbell, City Manager