



AGENDA
STAYTON CITY COUNCIL
Monday, February 20, 2024
 Stayton Community Center
 400 W. Virginia Street
 Stayton, Oregon 97383

HYBRID MEETING

The Stayton City Council will be holding a hybrid meeting utilizing Zoom video conferencing software. The meeting will be in-person but can also be live streamed on the City of Stayton's YouTube account. Please use the following option to view the meeting:

- 7:00 p.m. – City Council Regular Session – https://youtube.com/live/QDm_gphtm6k

Public Comment and Public Hearing Testimony: Meetings allow for in-person, virtual, or written public comment. If a community member has a barrier which prevents them from participating via one of the methods below, they should contact City staff at citygovernment@staytonoregon.gov **no less than three hours prior to the meeting start time** to make arrangements to participate.

Comments and testimony are limited to three minutes. All parties interested in providing public comment or testifying as part of a public hearing shall participate using one of the following methods:

- **In-Person Comment:** Parties interested in providing in-person verbal public comment shall fill out a "Request for Recognition" form available at the meeting. Forms must be filled out and submitted to the Assistant City Manager or designee prior to the meeting start time.
- **Video or Audio Conference Call:** Parties interested in providing virtual public comment shall contact City staff at citygovernment@staytonoregon.gov **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 comments.
- **Written Comment:** Written comment submitted to citygovernment@staytonoregon.gov **at least three hours prior to the meeting start time** will be provided to the public body in advance of the meeting and added to the City Council's webpage where agenda packets are posted.

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- 1. CALL TO ORDER** **7:00 PM**
 - 2. FLAG SALUTE**
 - 3. ANNOUNCEMENTS**
 - a. Additions to the agenda
 - b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.
 - 4. PUBLIC COMMENT**

5. CONSENT AGENDA

- a. February 5, 2024 City Council Work Session Minutes
- b. February 5, 2024 City Council Regular Session Minutes
- c. Resolution No. 1092, Appointing Nicholas Raba to the Parks and Recreation Board

6. PRESENTATIONS

- a. Introduction of New Officer – Edward Babcock
- b. Marion County Substance Use Prevention and Tobacco Prevention – Diana Dickey
- c. Student Achievement Recognition – Julia Hajduk

7. PUBLIC HEARING**8. GENERAL BUSINESS****1. Update on Mill Creek Park Plan****INFORMATIONAL**

- a. Presentation – Lance Ludwick
- b. Public Comment
- c. Council Discussion

2. Resolution No. 1091, Award of Contract - Wilco Road Industrial Area Stormwater Planning and Design**ACTION**

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

3. Quarter 2 Finance Report**INFORMATIONAL**

- a. Staff Report – James Brand
- b. Public Comment
- c. Council Discussion

9. COMMUNICATION FROM CITY STAFF**10. COMMUNICATION FROM MAYOR AND COUNCIL****11. ADJOURN**

The meeting location is accessible to people 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 City Hall at (503) 769-3425.

CALENDAR OF EVENTS

FEBRUARY 2024

| | | | | |
|-----------|-------------|---------------------|-----------|--------------------------|
| Wednesday | February 21 | Library Board | 6:00 p.m. | Stayton Public Library |
| Monday | February 26 | Planning Commission | 7:00 p.m. | Stayton Community Center |

MARCH 2024

| | | | | |
|-----------|----------|----------------------------|-----------|---|
| Monday | March 4 | City Council | 7:00 p.m. | https://youtube.com/live/SIrzRPKDPw8 |
| Tuesday | March 5 | Parks and Recreation Board | 6:00 p.m. | Public Works / Planning Offices |
| Monday | March 18 | City Council | 7:00 p.m. | https://youtube.com/live/7u1U0wpt_JU |
| Wednesday | March 20 | Library Board | 6:00 p.m. | Stayton Public Library |
| Monday | March 25 | Planning Commission | 7:00 p.m. | Stayton Community Center |

APRIL 2024

| | | | | |
|-----------|----------|----------------------------|-----------|---|
| Monday | April 1 | City Council | 7:00 p.m. | https://youtube.com/live/oaTNEJWBvfs |
| Tuesday | April 2 | Parks and Recreation Board | 6:00 p.m. | Public Works / Planning Offices |
| Monday | April 15 | City Council | 7:00 p.m. | https://youtube.com/live/A_FXgnnKhlg |
| Wednesday | April 17 | Library Board | 6:00 p.m. | Stayton Public Library |
| Monday | April 29 | Planning Commission | 7:00 p.m. | Stayton Community Center |

MAY 2024

| | | | | |
|-----------|--------|--|-----------|---|
| Monday | May 6 | City Council | 7:00 p.m. | https://youtube.com/live/Pi87xJhIfGE |
| Tuesday | May 7 | Parks and Recreation Board | 6:00 p.m. | Public Works / Planning Offices |
| Monday | May 13 | Budget Committee | 6:00 p.m. | https://youtube.com/live/WaaC5XqnNYU |
| Tuesday | May 14 | Budget Committee | 6:00 p.m. | https://youtube.com/live/D2qXMn2uS_E |
| Wednesday | May 15 | Budget Committee | 6:00 p.m. | https://youtube.com/live/YzpXF3YeNo0 |
| Wednesday | May 15 | Library Board | 6:00 p.m. | Stayton Public Library |
| Monday | May 20 | City Council | 7:00 p.m. | https://youtube.com/live/bhYOUjWYS58 |
| Monday | May 27 | CITY OFFICES CLOSED IN OBSERVANCE OF MEMORIAL DAY HOLIDAY | | |
| Tuesday | May 28 | Planning Commission | 7:00 p.m. | Stayton Community Center |

JUNE 2024

| | | | | |
|-----------|---------|----------------------------|-----------|---|
| Monday | June 3 | City Council | 7:00 p.m. | https://youtube.com/live/gAhI3Aa0qQk |
| Tuesday | June 4 | Parks and Recreation Board | 6:00 p.m. | Public Works / Planning Offices |
| Monday | June 17 | City Council | 7:00 p.m. | https://youtube.com/live/CbxRQKofXts |
| Wednesday | June 19 | Library Board | 6:00 p.m. | Stayton Public Library |
| Monday | June 24 | Planning Commission | 7:00 p.m. | Stayton Community Center |

JULY 2024

| | | | | |
|-----------|---------|--|-----------|---|
| Monday | July 1 | City Council | 7:00 p.m. | https://youtube.com/live/ObstG7px_s8 |
| Tuesday | July 2 | Parks and Recreation Board | 6:00 p.m. | Public Works / Planning Offices |
| Thursday | July 4 | CITY OFFICES CLOSED IN OBSERVANCE OF INDEPENDENCE DAY HOLIDAY | | |
| Monday | July 15 | City Council | 7:00 p.m. | https://youtube.com/live/Ho-DcNPeKFY |
| Wednesday | July 17 | Library Board | 6:00 p.m. | Stayton Public Library |
| Monday | July 29 | Planning Commission | 7:00 p.m. | Stayton Community Center |

**Stayton City Council
Work Session
February 5, 2024**

LOCATION: STAYTON PUBLIC LIBRARY, 515 N. FIRST AVENUE, STAYTON

Time Start: 6:01 P.M.

Time End: 6:55 P.M.

MEETING ATTENDANCE LOG

| | STAYTON STAFF |
|------------------------|--|
| Mayor Brian Quigley | Julia Hajduk, City Manager |
| Councilor David Giglio | Alissa Angelo, Assistant City Manager |
| Councilor Ben McDonald | James Brand, Finance Director |
| Councilor Jordan Ohrt | Gwen Johns, Police Chief |
| Councilor David Patty | Lance Ludwick, Public Works Director (excused) |
| Councilor Steve Sims | Janna Moser, Library Director (excused) |
| | Jennifer Siciliano, Community & Economic Development |
| | Melanie Raba, Office Specialist (excused) |

| AGENDA | ACTIONS |
|-------------------------|---|
| Code Enforcement | Code Enforcement Officer Kendra Furry reviewed a presentation. Council questions on enforcement when there is non-compliance; types of enforcement being looked for; fines; and repeat nuisance properties. |

APPROVED BY THE STAYTON CITY COUNCIL THIS 20TH DAY OF FEBRUARY 2024, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____
Brian Quigley, Mayor

Date: _____

Attest: _____
Julia Hajduk, City Manager

**City of Stayton
City Council Minutes
February 5, 2024**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON
Time Start: 7:04 P.M. **Time End:** 8:41 P.M.

COUNCIL MEETING ATTENDANCE LOG

| COUNCIL | STAYTON STAFF |
|------------------------|---|
| Mayor Brian Quigley | Julia Hajduk, City Manager |
| Councilor David Giglio | Alissa Angelo, Assistant City Manager |
| Councilor Ben McDonald | Lance Ludwick, Public Works Director |
| Councilor Jordan Ohrt | Gwen Johns, Police Chief |
| Councilor David Patty | Janna Moser, Library Director |
| Councilor Stephen Sims | James Brand, Finance Director |
| | Jennifer Siciliano, Community & Economic Development Director |
| | Melanie Raba, Office Specialist (excused) |

| AGENDA | ACTIONS |
|---|--|
| REGULAR MEETING | |
| Announcements | |
| a. Additions to the agenda | Ms. Hajduk added discussion of new OLCC license for 505 Collective to the agenda under General Business. |
| b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc. | None. |
| Public Comment | None. |
| Consent Agenda | |
| a. January 22, 2024 City Council Work Session Minutes | Motion from Councilor Giglio, seconded by Councilor Patty, to accept the Consent Agenda as presented. Motion passed 5:0. |
| b. January 22, 2024 City Council Regular Session Minutes | |
| c. Resolution No. 1089, Appointing Jonathan Penrice to the Budget Committee | |
| Presentations | None. |
| Public Hearing | None. |
| General Business | |
| OLCC New Outlet Application for 505 Collective | |
| a. Staff Report – Julia Hajduk | Ms. Hajduk stated the City received an OLCC application for a new outlet from 505 Collective. They submitted late last week and had hoped to have it approved prior to upcoming valentine’s day events being held at the business. |
| b. Public Comment | None. |
| c. Council Discussion | Brief discussion of process. |

| | |
|---|--|
| | <p>At the next meeting, local high school students who achieved a 3.5 GPA or higher will be recognized.</p> <p>Brief update on street projects and the selection process of which streets are chosen to be improved.</p> <p>Marion County will be doing a study of local crosswalks along First Avenue following a request from Ms. Hajduk.</p> <p>Chief Johns provided an update on the police department.</p> |
| <p>Communications from Mayor and Council</p> | <p>Councilor Giglio asked Council consider membership with the Small Municipalities Advocacy Coalition. Council requested the topic come back as a formal general business item for consideration.</p> <p>Council requested the hours of operation for marijuana retail businesses return as a formal general business item for consideration at an upcoming meeting.</p> <p>Mayor Quigley shared he submitted a letter supporting modifications to Measure 110.</p> |

APPROVED BY THE STAYTON CITY COUNCIL THIS 20TH DAY OF FEBRUARY 2024, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____

Brian Quigley, Mayor

Date: _____

Attest: _____

Julia Hajduk, City Manager



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

TO: Mayor Brian Quigley and the Stayton City Council

FROM: Alissa Angelo, Assistant City Manager

DATE: February 5, 2024

SUBJECT: Parks and Recreation Board Appointment

ISSUE

Shall the Council approve Resolution No. 1092, appointing Nicholas Raba to a two-year term on the Parks and Recreation Board?

ENCLOSURE(S)

- Parks and Recreation Board Appointment Application – Nicholas Raba
- Resolution No. 1092

STAFF RECOMENDATION

N/A

BACKGROUND INFORMATION

The Parks and Recreation Board is comprised of seven community members. As of February 2024, the Board has one vacancy.

City staff received an application requesting appointment to the Parks and Recreation Board from Nicholas Raba. The application was forwarded to the Public Works Director, Board Chair, and Council Liaison who reviewed the application and recommended an appointment to the Parks and Recreation Board.

FISCAL IMPACT

N/A

MOTION(S)

No motion necessary; consent agenda approval.



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Parks & Rec

PLEASE CHECK ONE:

- New Applicant
- Application for reappointment

Years resided in Stayton: 2

PLEASE PRINT

Name Nicholas Raba

Address [REDACTED] Home Ph# [REDACTED]

Email Address [REDACTED] Cell Ph# [REDACTED]

Occupation [REDACTED]

Place of Employment [REDACTED]

Business Address [REDACTED]

Phone [REDACTED] Email [REDACTED]

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

Founding member of a large computer security organization. Helped structure, run, plan and execute for many years to build a sustainable group of volunteers

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

Husband and father of 3 children I am passionate about outdoor activities within our community. As someone who grew up in the community I hope to give back with my time to help make a difference in creating a thriving, safe and fun community. I actively run and walk within the community both road and trails.

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

Would like to be part of the solutions that the community is hoping to achieve.

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

Have volunteered for Regis St Mary Cross Country this past season.

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

N/a

6. How did you learn about this vacancy?

Our Website Word of mouth Other

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

Spouse: Melanie Raba

Signature of Applicant  Date 02.08.2024

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

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



**RESOLUTION NO. 1092
APPOINTING NICHOLAS RABA TO THE PARKS AND RECREATION BOARD**

WHEREAS, the Parks and Recreation Board is comprised of seven community members;

WHEREAS, as of February 2024 the Parks and Recreation Board has one vacancy;

WHEREAS, community member Nicholas Raba submitted an application seeking appointment to the Parks and Recreation Board;

WHEREAS, the application for appointment was forwarded to the Public Works Director, Board Chair, and Council Liaison who reviewed the application and recommended an appointment to the Parks and Recreation Board; and

WHEREAS, Council has reviewed the application and concurs with the recommended appointment.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Council accepts Mayor Quigley’s appointment of Nicholas Raba to a two-year term on the Parks and Recreation Board.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 20TH DAY OF FEBRUARY 2024.

CITY OF STAYTON

Signed: _____, 2024

By: _____
Mayor Brian Quigley, Mayor

Signed: _____, 2024

ATTEST: _____
Julia Hajduk, City Manager



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: Lance S. Ludwick, P.E., Director of Public Works
DATE: February 20, 2024
SUBJECT: Approve Resolution No. 1091, Award of Contract for the Wilco Road Industrial Area Stormwater Planning and Design Consulting Project

ENCLOSURE(S)

- Resolution No. 1091 with Exhibit A - AKS Engineering and Forestry Proposal

BACKGROUND

The City of Stayton received a Strategic Reserve Fund Grant via the State of Oregon, acting through Oregon Business Development Department (OBDD) for stormwater design and engineering study for the Wilco Road Industrial area.

The OBDD Grant is a reimbursement grant in the amount of \$95,000. The City did not put a financial placeholder in the 2023-24 budget to pay for the upfront costs of the consultant's work. Because the funding of this project was not included in the budget, staff is seeking Council authority prior to awarding the contract. The City will be bringing forward a budget adjustment to the Council in the future. The City will perform the work as outlined in the agreement thence be reimbursed by the Oregon Business Development Department after the work is completed.

The purpose of this project is to perform planning and design services for a regional Stormwater Management Facility (SWMF) in the Industrial area, located west of Wilco Road and south of Shaff Road. Due to high groundwater in this area, and the potential for creating substantial amounts of impervious area in Commercial / Industrial Zones, the size of the SWMF may be quite large. The City wants to be proactive in this endeavor to determine how large the facility needs to be, how much land would need to be purchased, and how much it could cost to construct. Performing this work now should lead to economic development in the Industrial / Commercial area in the future.

CONSULTANT SELECTION PROCESS

The Grant application package and grant award were shared with three (3) consultants for the development of proposals to perform the work. The City received two (2) proposals for consulting services. Mackenzie Inc. and AKS Engineering and Forestry submitted proposals. Keller Associates notified the City that they would not be submitting a proposal.

City staff formed a review team to review and score the proposals independently. The proposals were reviewed for content only, bids to perform the work were not shared with the review team. The following is a compilation of the three (3) reviewer scores combined into one overall score:

| January 31, 2024 | | 1 | 2 | 3 | |
|---|------------------------|-------|-------|-------|-------------|
| Content and Evaluation Criteria | Maximum Possible Score | Score | Score | Score | Total Score |
| Please rate proposals based on the understanding of what is required for Planning and Design of Stormwater Management Facilities at the Wilco Road Industrial Site. | | | | | |
| | | | | | |
| Mackenzie Inc. | 10 | 7 | 7.5 | 6.5 | 21 |
| AKS Engineering and Forestry | 10 | 8 | 8.5 | 8.5 | 25 |

After reviewing the scores and discussing the proposal in detail, the group recommended the City move forward with a contract with AKS Engineering and Forestry to perform the Wilco Road Industrial Area Stormwater Planning and Design Consulting Project.

FINANCIAL IMPACT

The estimated cost to complete the Wilco Road Industrial Area Stormwater Planning and Design Consulting is up to \$94,830. The City will pay the consultant to perform the work, thence get reimbursed by the Oregon Business Development Department for the work, up to \$95,000.

STAFF RECOMMENDATION

City staff reviewed and scored the proposals submitted by Mackenzie Inc. and AKS Engineering and Forestry and recommend the City Council Approve Resolution No. 1091 and award the contract to AKS Engineering and Forestry at this time.

OPTIONS

- 1) Approve Resolution 1091 and award contract to AKS Engineering and Forestry to perform consulting work for the Wilco Road Industrial Area Stormwater Planning and Design for up to \$94,830.
- 2) Reject all bids.

MOTION

Move to Approve Resolution No. 1091, awarding the contract to AKS Engineering and Forestry to perform consulting work for the Wilco Road Industrial Area Stormwater Planning and Design project for up to \$94,830.



**RESOLUTION NO. 1091
AWARD OF CONTRACT FOR WILCO ROAD INDUSTRIAL AREA
STORMWATER PLANNING AND DESIGN CONSULTING PROJECT**

WHEREAS, in 2019 the Stayton City Council adopted an Economic Development Strategy and Action Plan;

WHEREAS, the Economic Development Plan identified the need for stormwater management facilities to be located in the Wilco Road Industrial Area;

WHEREAS, the City applied for, and was Granted an Oregon Business Development Department Grant to perform planning and design for the Wilco Road Industrial Area stormwater management area facilities;

WHEREAS, requests for proposals to complete the work was requested on December 12th, 2024;

WHEREAS, the City Received two (2) proposals, one from Mackenzie Inc, and one from AKS Engineering; and

WHEREAS, City staff reviewed and scored the proposals independently, with staff recommending awarding a contract to AKS Engineering and Forestry to perform the work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAYTON, OREGON, AS FOLLOWS:

Section 1: The City Council authorizes the City Manager to enter into a consultant contract with AKS Engineering and Forestry to perform the Wilco Road Industrial Area Stormwater Planning and Design work as outlined in Exhibit A.

Section 2: This Resolution shall be effective following its adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 20TH DAY OF FEBRUARY.

Date: _____, 2024

By: _____
Brian Quigley, Mayor

Date: _____, 2024

By: _____
Julia Hajduk, City Manager



December 28, 2023

Lance Ludwick, PE
Director of Public Works
City of Stayton
311 N. Third Avenue
Stayton, Oregon 97383

RE: PRELIMINARY STORMWATER MANAGEMENT DESIGN SERVICES FOR THE PROPERTY LOCATED AT SHAFF ROAD AND WILCO ROAD IN STAYTON: AKS #10991

Dear Lance:

As requested, attached is our proposed scope of work and estimated budget to provide professional consulting and preliminary stormwater management design services for the properties located southwest of Wilco Road and Shaff Road in Stayton. We understand the City has received limited grant funding for this project and also understand proposals have been requested from multiple firms for this work.

Because of the limited grant funding available, we have tailored our scope of services in a way to provide the most value to the City within the budgeting parameters. Our comprehensive team of in-house experts in various fields including Survey, Land Use Planning, Civil Engineering, and Natural Resources will be a significant resource for the City as this project moves forward. Some of the specific challenges we anticipate for this specific site and are prepared to address through our tailored approach include:

- Near-surface shallow groundwater elevation and poor infiltration potential.
- A Wetland Delineation which is set to expire within the year.
- An existing pond that is claimed to be a “Water of the State”, but has potential to be used for stormwater management. We are currently permitting a development in Salem with very similar parameters.
- Coordination with Santiam Water Control District for stormwater discharge.
- Future permitting of impacted wetlands. For example, recently permitting responses from ACOE indicate a shift in their review that is triggering Cultural Resources assessment to permit any wetland impacts. For this reason, we have included a desktop study effort to understand potential issues that may arise during permitting efforts.

We strongly believe AKS is the best qualified choice for this project. The following are a few items that set our team apart for this specific project:

- Extensive experience successfully working in City of Stayton and Staff including Planning Department, Public Works Department, and City Engineer.
- Local knowledge and development experience. In particular, the design and construction of the Shaff Square development directly across the street from these sites. We are well versed in the City’s Design Standards. We know what challenges to expect and have already navigated many of the potential solutions.

- We bring a balanced and unique blend of public infrastructure and private development experience. This experience helps us to take a holistic approach to projects in search of win-win scenarios for all parties.
- Value-added strategies and solutions-oriented approach to challenges that we encounter.

We thank you for the opportunity to continue our partnership and work with City of Stayton on this important project. We can begin work immediately upon receiving your authorization. If you have any questions or comments, please contact me at 503-400-6028 or richardw@aks-eng.com.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

A handwritten signature in blue ink that reads "Richard Walker". The signature is fluid and cursive, with the first name "Richard" being larger and more prominent than the last name "Walker".

Richard Walker, PE – Principal
3700 River Road N, Suite 1 | Keizer, OR 97303

Attachments:

Scope of Work

Basis of Cost

Hourly Rate Schedule

General Provisions

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between City of Stayton (Client) and AKS Engineering & Forestry, LLC (Consultant) to provide professional land surveying, civil engineering, and natural resources consulting services for the properties located southwest of the intersection of Shaff Road and Wilco Road in Stayton, Marion County, OR.

The Client authorizes AKS to provide professional consulting services acting as an independent consultant for this project as individually named. The scope of work and estimated fees are as follows:

Wilco Road Industrial Area Stormwater Facility Study Scope of Work

TASK 1 – PROJECT MANAGEMENT: Provide project management and administration for work associated with this Project, including managing Consultant’s staff and any sub-consultants. Consultant will schedule and coordinate with the City’s Project Manager and communicate with the City the Project status on a regular basis and project issues as concerns arise. Consultant will also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City. Prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings are subject to City review and approval. Prepare a detailed Project schedule that includes each task and subtask and key project milestones. Update the Project schedule as changes to task timeframes occur.

TASK 1 – DELIVERABLES

- Monthly progress billings on a time and materials basis per task and subtask.
- Project schedule and updates as needed.
- Meeting agendas and minutes

TASK 2 – REVIEW OF DATA, MODELS, AND DOCUMENTS: Consultant will review available data, stormwater models, and other pertinent documents. Data or documents may include:

- 1) GIS Storm Utility Data
- 2) Stayton Storm Water Master Plan
- 3) Stayton Economic Development Strategy
- 4) Stayton Economic Development Technical Analysis
- 5) Initial Subsurface Data Report - Wilco and Shaff Property Piezometer Installation prepared by GeoEngineers dated March 20, 2020.
- 6) One virtual meeting with Santiam Water Control District to discuss potential requirements and site constraints for stormwater discharge.

TASK 3 – PRELIMINARY SURVEY

TASK 3A – TOPOGRAPHIC SURVEY OF CRITICAL ELEMENTS: Consultant will survey elements of the existing infrastructure which are critical to the evaluation and execution of Tasks 4, 5, & 6. These elements are anticipated to include existing pipes, culverts, and channels, as well as significant trees, mapped natural resources, and other landmarks (transmission lines) that might impact the planning and design of the stormwater facility.



TASK 3B – DRONE SURVEY: Consultant will complete an aerial drone survey of the entire Wilco Road Industrial Area. The drone survey will produce a high resolution orthomosaic map with existing grade contours at a 1-foot interval. The TIN surface created from the LIDAR data will be more accurate than other publicly available elevation data. This task will be completed in conjunction with Task 3A.

TASK 3C – BOUNDARY RESEARCH: Consultant will complete property boundary research including recorded surveys and plats and review of title reports for properties southwest of the intersection of Shaff Road and Wilco Road. Property boundaries and recorded easements will be mapped. This task will be completed in conjunction with Task 3A. Data collected through Tasks 3A – 3C will be compiled into a survey base map for use in evaluation of the proposed stormwater facility.

TASK 3D – WETLAND DELINEATION RENEWAL: A Wetland Delineation for the project site was previously conducted by Pacific Habitat Services, Inc. (PHS), receiving concurrence from the Oregon Department of State Lands (DSL) on November 20, 2019. The Delineation is set to expire on November 20, 2024, so AKS recommends that a site visit be conducted to confirm wetland boundaries during the spring 2024 field season. This will allow the use of DSL’s Request for Reissuance of a Jurisdictional Determination (JD) process to renew the delineation for an additional five-year period. Once the concurrence expires, this process will not be available, and a full delineation and report will be required.

If AKS cannot obtain CAD or GIS linework for the PHS delineation, AKS staff will import the scaled drawings and trace the boundaries. This linework will then be uploaded into our TSC3 data collector to facilitate the fieldwork. Plots will be established to confirm previously approved wetland boundaries in accordance with the *Western Mountains, Valleys, and Coast Regional Supplement* and the 1987 U.S. Army Corps of Engineers (Corps) Delineation Manual. If changes to the boundaries are identified, then AKS will flag the new boundaries for survey, and prepare a request to revise the DSL concurrence. Once the revision is approved by DSL, the Request for Reissuance of a JD will be submitted to DSL for review and approval.

In addition to addressing the DSL concurrence, AKS staff will submit the original PHS report, and any supporting documentation prepared by AKS, to the US Army Corps of Engineers (USACE) for an Approved Jurisdictional Determination under the current definition of Waters of the US (WOTUS). Determining if the on-site features are WOTUS will help identify potential mitigation strategies.

TASK 3 – DELIVERABLES:

- Project Survey Base Map, including survey of critical elements, property boundary records, and the orthomosaic photo in AutoCAD and PDF format.
- DSL Revised and/or Renewed Wetland Delineation Concurrence
- USACE Approved Jurisdictional Determination

TASK 4 – STORMWATER DRAINAGE BASIN ANALYSIS: Consultant will perform a drainage basin analysis, taking into consideration Salem Ditch and Wilco Road Industrial Areas at full build-out based on minimum landscape area requirements in the City's Land Use and Development Code. Assumptions for land uses and lot coverages for these areas will be determined through review of the associated zoning maps, master plans and concept plans. A hydrological model will be developed for the drainage basin

utilizing HydroCAD Stormwater modeling software and City of Stayton Design Standards. Downstream capacity analysis is not included as winter time flows for the Salem Ditch are well below the peak conveyance capacity for the system.

TASK 4 – DELIVERABLES

- Drainage Basin Map in electronic (PDF) format. Drainage Basin Map will show boundaries of both Wilco Road Industrial Area and Salem Ditch basins.

TASK 5 – FACILITY SITING ALTERNATIVES: Consultant will propose and analyze up to three (3) alternative locations and stormwater treatment facility types for a future semi-regional stormwater facility to primarily serve Wilco Road Industrial Area properties and their future development. The alternatives are anticipated to include 1) Strategy for complete avoidance of existing wetlands; 2) Strategy for use of existing pond area as a stormwater quality feature; and 3) Strategy for partial impacts to delineated wetlands. A full wetland impact strategy is highly unlikely to be permitted. Each alternative will consider the feasibility of utilizing the facility to detain contributing basin storm flows as determined in Task 4. Consultant will make a preferred alternative recommendation based on site impacts, permitting requirements, and estimated construction costs.

TASK 5A – PERMITTING STRATEGY MEMORANDUM: Consultant will review available mapping and data, such as natural resource and hazardous material site information, to identify potential project site concerns not related to wetlands and waters and their permitting requirements. Consultant will also perform a cultural resources desktop review inclusive of a review of Oregon State Historic Preservation Office (SHPO) records, a literature review on environmental history, prehistory, Native peoples, and historic development of the project area. This review will help determine the probability of cultural resources being present on-site and to determine the potential need for any additional studies such as a pedestrian survey and subsurface probing that may arise with any permitting effort for impacted wetlands. Our Natural Resource staff will also work with the engineering team to determine wetland and waters impacts and mitigation requirements for each facility site alternative, and identify strategies for fulfilling those requirements. A Permitting Strategy Memorandum will be prepared to summarize the results of our research and coordination, including anticipated permit timelines for each alternative and opportunities for expedited permitting options.

TASK 5B – SITING ALTERNATIVES REPORT: Consultant will work with the City to develop the three facility siting alternatives to be evaluated. The siting study will be summarized in a draft memo and presented to the City project manager for review.

TASK 5 – DELIVERABLES

- Technical memorandum summarizing alternatives. At a minimum, technical memorandum will include:
 - Discussion of how alternatives were determined
 - High level analysis of each of the alternatives
 - Exhibit maps showing alternative facility(s) locations
 - Benefits and anticipated challenges for each alternative
 - Preferred alternative recommendation
- Permitting Strategy Memorandum

TASK 6 – PRELIMINARY DESIGN & SUMMARY REPORT: Consultant will advance the preferred alternative conceptual semi-regional stormwater facility to a preliminary design level including any potential on-site wetland mitigation based on City of Stayton Design Standards.

TASK 6 – DELIVERABLES:

- Preliminary grading and stormwater drainage plan set in electronic (PDF) format.
- Preliminary stormwater calculations and summary memo outlining the methodology used for the stormwater calculations, assumptions and limitations that apply, design considerations for continuation of advanced construction documents by future developers, and any anticipated design exceptions and potential value engineering opportunities that were identified through the preliminary design effort.

ASSUMPTIONS:

- Due to shallow groundwater and presence of wetlands, it is assumed that limited to no infiltration capacity is available for the proposed stormwater facility. Infiltration testing will not be provided with this analysis and will be provided by future development team as site plans and construction documents are developed.
- City will provide title reports for Wilco Road Industrial Area properties. Consultant will be responsible for obtaining title reports for all other properties as deemed necessary by Consultant.
- City will notify affected property owners and coordinate access to project area.
- Excludes resetting missing monuments and filing a Record of Survey with the County
- Excludes field tying or measuring utility structures within the right-of-way
- Excludes traffic control services
- Assumes the property is mowed prior to field work, tall grass will decrease drone precision

Basis of Fees and Billing

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for services provided during the previous month.

Exclusions

Services that do not fall within the scope of work are excluded from this estimate. Reproduction and mileage expenses will be billed “at cost”.

See attached “General Provisions.”

AKS Engineering & Forestry, LLC

Date _____

AKS Engineering & Forestry, LLC
3700 River Road N, Suite 1
Keizer, OR 97303

Client

Date _____

City of Stayton
311 N. Third Avenue
Stayton, Oregon 97383





**Wilco Road Stormwater Management
Fee Estimate - Basis of Cost
AKS #10991**

| AKS ENGINEERING & FORESTRY, LLC | | | | | | | | | | | WCRA | | | | |
|--|--------------------|------------------|----------------------------|------------------|-----------------------|--------------------------|-------------------------------|-------------------------------|-----------------------------|-----------------------------|------------------|---------------------|--------------|---------------------|----------------------|
| | Principal Engineer | Project Engineer | Engineering CAD Technician | Project Surveyor | Survey CAD Technician | Survey Crew (Two Person) | Drone Field Crew (One Person) | Sr. Natural Resources Manager | Natural Resource Specialist | Natural Resource Technician | Technical Editor | Project Coordinator | Direct Costs | Sub-Consultant WCRA | ESTIMATED TOTAL COST |
| | \$225.00 | \$170.00 | \$130.00 | \$170.00 | \$130.00 | \$250.00 | \$200.00 | \$220.00 | \$155.00 | \$120.00 | \$120.00 | \$90.00 | 1 | 1.10 | |
| Project Tasks & Estimated Personnel Hours | | | | | | | | | | | | | | | |
| TASK 1: PROJECT MANAGEMENT | | | | | | | | | | | | | | | |
| 1. Project Management | 10 | 10 | | | | | | | | | | 10 | | | \$4,850 |
| TASK 2: REVIEW OF DATA, MODELS, AND DOCUMENTS | | | | | | | | | | | | | | | |
| 2.A Review of data, models, and documents | 4 | 16 | 10 | | | | | | | | | 4 | | | \$5,280 |
| TASK 3: PRELIMINARY SURVEY | | | | | | | | | | | | | | | |
| 3.A Topographic Survey of Critical Elements | 2 | | | 5 | 40 | 50 | | | | | | 4 | \$200 | | \$19,560 |
| 3.B Drone Survey | | | | 2 | 16 | | 10 | | | | | | \$100 | | \$4,520 |
| 3.C Boundary Research | | | | 5 | 20 | | | 4 | 14 | 40 | | 4 | \$800 | | \$4,250 |
| 3.D Wetland Delineation Renewal | | | | | | | | | | | | | | | \$8,210 |
| TASK 4: STORMWATER DRAINAGE BASIN ANALYSIS | | | | | | | | | | | | | | | |
| 4. Stormwater Drainage Basin Analysis | 4 | 20 | 20 | | | | | | | | | | | | \$6,900 |
| TASK 5: FACILITY SITING ALTERNATIVES | | | | | | | | | | | | | | | |
| 5.A Permitting Strategy Memorandum | 2 | | | | | | | 8 | 20 | 10 | | 2 | | \$4,000 | \$11,330 |
| 5.B Siting Alternatives Report | 10 | 30 | 30 | | | | | | | | 4 | 2 | | | \$11,910 |
| TASK 6: PRELIMINARY DESIGN | | | | | | | | | | | | | | | |
| 6. Preliminary Design & Summary Report | 12 | 40 | 60 | | | | | | | | | 8 | | | \$18,020 |
| ESTIMATED PERSONNEL TASK HOURS SUBTOTAL | | | | | | | | | | | | | | | |
| | 44 | 116 | 120 | 12 | 76 | 50 | 10 | 12 | 34 | 50 | 6 | 34 | | | - |
| ESTIMATED PERSONNEL COST SUBTOTAL | | | | | | | | | | | | | | | |
| | \$9,900 | \$19,720 | \$15,600 | \$2,040 | \$9,880 | \$12,500 | \$2,000 | \$2,640 | \$5,270 | \$6,000 | \$720 | \$3,060 | | \$4,400 | \$93,730 |
| ESTIMATED REIMBURSABLE EXPENSES (AT COST) | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | \$1,100 | | \$1,100 |
| TOTAL COST ESTIMATE | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | \$94,830 |

AKS Engineering & Forestry LLC

Billing Rates – Effective 1/1/2023

| | <u>Hourly rate</u> |
|--|--------------------------------|
| Principal/Sr. Project Manager | \$225 |
| QA/QC Reviewer | \$225 |
| Project Manager | \$210 |
| Sr. Project Engineer | \$200 |
| Project Engineer | \$170 |
| Engineering Designer | \$150 |
| Engineering CAD Technician | \$130 |
| Sr. Project Surveyor | \$200 |
| Project Surveyor | \$170 |
| Surveyor | \$150 |
| Survey CAD Technician | \$130 |
| One-person Survey Crew w/ vehicle & equipment | \$190 |
| One-person Survey Crew w/ vehicle & equipment - BOLI | \$210 |
| Two-person Survey Crew w/ vehicle & equipment | \$250 |
| Two-person Survey Crew w/ vehicle & equipment – BOLI | \$265 |
| Two-person Laser Scanning Survey Crew w/vehicle & equipment | \$250 |
| Two-person Laser Scanning Survey Crew w/vehicle & equipment - BOLI | \$265 |
| One-person Drone Field Crew | \$200 |
| One-person Drone Field Crew – BOLI | \$220 |
| Drone Specialist - Office | \$150 |
| One-person LiDAR Field Crew | \$225 |
| One-person LiDAR Field Crew – BOLI | \$250 |
| LiDAR Specialist – Office | \$150 |
| Sr. Landscape Architect | \$170 |
| Landscape Architect | \$135 |
| Sr. Land Use Planner | \$200 |
| Land Use Planner | \$160 |
| Planning Technician/Graphic Design Specialist | \$130 |
| Construction Manager/Owners Representative | \$200 |
| Construction Inspector | \$140 |
| Sr. Natural Resources Manager | \$220 |
| Natural Resources Specialist | \$155 |
| Natural Resources Technician | \$120 |
| Sr. Certified Arborist | \$175 |
| Certified Arborist | \$150 |
| Sr. Forest Engineer | \$175 |
| Forest Engineering Technician | \$130 |
| Sr. Forester | \$175 |
| Forester Technician | \$130 |
| GIS Specialist | \$140 |
| Technical Editor | \$120 |
| Project Coordinator/Clerical | \$90 |
| | |
| Non-salary costs (reimbursables) | |
| Subcontractors and Subconsultants | cost + 10% |
| Application/Permit Fees | cost + 10% |
| Mileage | current federally allowed rate |
| Technical Supplies | cost + 10% |
| Postage/Shipping | cost + 10% |
| Commercial Copies | cost + 10% |
| Commercial Deliveries | cost + 10% |
| Per Diem | Standard rates apply |

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.

GENERAL PROVISIONS

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the **lesser** of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.
10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
 - 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement

of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

15.2: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

15.3: AKS's deliverables only include printed paper copies or PDF's of Work Product. If AKS chooses, in its sole discretion, to produce any native editable design documents (such as CADD, REVIT or Word files), then Client agrees not to distribute such editable documents to any other person without AKS's express written consent, which consent AKS may withhold in its discretion.

16. Indemnity: Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

17. Work of Others: Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, safety, traffic engineering, structural engineering, or electrical engineering services. Client acknowledges that AKS does not assume responsibility and agrees that AKS shall have no liability for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. All Terms Material; Negotiation; Construction: All provisions herein are material to AKS's agreement to provide services and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof and waives any argument that this Agreement should be construed against the drafter.

19. Authorization to Proceed: Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. Law/Venue: All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. Mediation: Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. Notice of Claims: Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

23. No Third-Party Beneficiaries: Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

24. Time Limitation/Accrual: Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of *the earlier of* the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

25. Integration; Amendments: This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

26. Binding Nature; Survival: This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

27. Waiver: No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

28. Unmanned Aerial Systems (UAS): AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

29. Electronic Media: Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

30. Court Materials: If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.



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

TO: Stayton City Council

FROM: James Brand, Finance Director

DATE: February 20, 2024

**SUBJECT: Fiscal Year 2023-24
Quarter 2 Financial Report as of December 31, 2023**

This is a financial summary for the City of Stayton after the second quarter of the 2024 fiscal year. The following report includes three columns of dollar amounts including the first half results from the prior year (for a comparison), the first half results from the current year, and the annual budget for the current year. The final column is a percentage representing the progress of the revenues and expenditures at the half point of the year.

The top section contains the revenues which are city-wide totals. The bottom section includes the expenditures which are grouped by fund starting with the general fund and its sections.

The Q2 report includes Transfers while the Q1 report did not. Transfers are typically internal in and outs between funds that pay for overhead. It also includes moving funds from the SDC accounts to the Utility (Water, Wastewater, Stormwater) or project funds (Parks, Streets).

REVENUE COMENTS

- The revenues are now shown in order of largest to smallest budgeted amount. Overall, we have collected 57% of the budgeted revenues. The largest category representing 40% of all revenues is our Utility Charges for Services and is right on target with 50% collected.
- Intergovernmental is under collected mainly due to two large grants that have not been received yet. The \$465k HUD downtown grant and the \$515k ARPA (Aquifer Storage Recovery) grant operate on a reimbursement basis and those projects will be getting underway in the Spring.
- Interest earnings are much higher than budgeted (Local Government Investment Pool).
- Court Fines and Forfeitures are under collected. As a result of the Governor's decision HB4210 (2020) to repeal driving privilege suspension and eliminate the imposition of driving privilege restrictions for failure to pay fines, the City was forced to write off some of its court receivables. This decision was retroactive back to 2014 and the end result is a reduction of our revenues in the amount of over \$97,000. Unfortunately, part of this

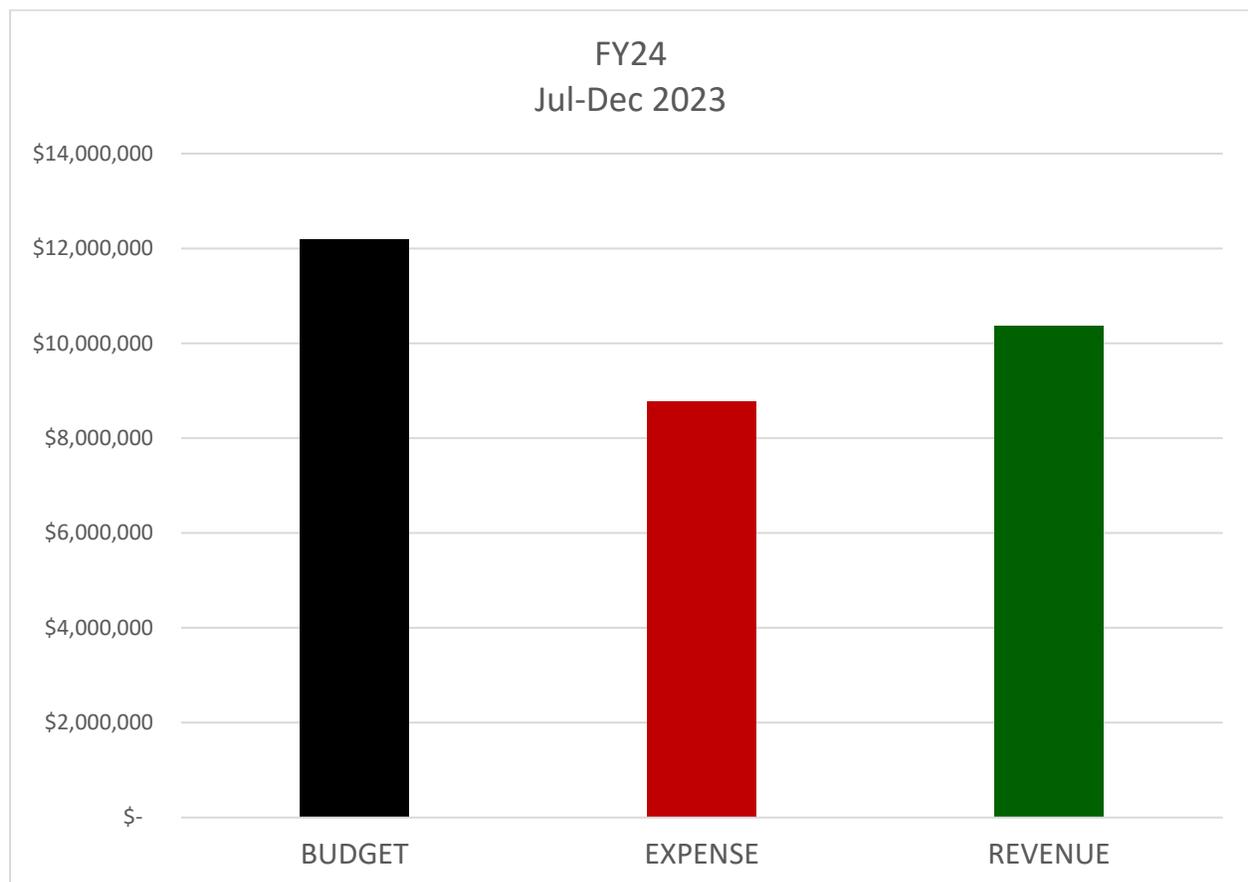
reduction is a \$61k write-off that will hit our books in January, which is not yet reflected in this report.

EXPENDITURE COMENTS

Overall expenses are lower than budgeted (36% spent at the 50% point in the year).

- The Community Center is slightly overspent due to higher than budgeted cleaning costs, but this is offset by higher than budgeted revenues. We have also made annual payments for both insurance and fire alarm services.
- Mayor/City Council is underspent due to the Neighborhood Improvement Budget which could still all be spent by the end of the year.
- The Street fund is underspent, but the street sweeper was paid for in January and most of the overlays and slurry seal road improvements are planned for this Spring.
- The Facilities Fund is 62% spent – this includes the facilities master plan which was partially budgeted last year but paid this year.
- The Wastewater fund is underspent by about \$900k. There are large system maintenance projects soon to get underway as well as the next stage of the Ida Street improvements.
- The Stormwater fund is well underspent because we have not started the \$350k budgeted master plan or the \$150k Capital projects (Ida St 1st to 3rd).

CITY OF CITY BUDGET VS EXPENSES VS REVENUES



FINANCE STAFF INTRODUCTIONS*RANDI HEUBERGER – ASSISTANT FINANCE DIRECTOR*

Glue, Utility, Civic

Randi is a local. She was born and raised in Stayton and is a graduate of Stayton High. Randi started with the City in 2015, making her one of the longest serving employees. She has served the City in many roles including Cashier, Receptionist, backup Utility Billing, A/P, and Payroll. Currently, Randi is filling the role of Assistant Finance Director.

|  | 2nd Quarter Financial Update | | | | FY 2023-24 |
|---|------------------------------|---------------------|----------------------|----------------|------------|
| | FY23 Actuals | FY24 Actuals | FY24 Budget | % | |
| | FY23 | FY24 | FY24 Annual | | |
| | Jul-Dec 2022 | Jul-Dec 2023 | Budget | % Earned | |
| Revenues* | | | | | |
| Charges for Services | \$3,882,282 | \$3,562,720 | \$7,156,960 | 50% | |
| Transfers | \$1,266,550 | \$1,595,804 | \$3,566,788 | 45% | |
| Property & Levied Taxes | \$2,898,812 | \$2,919,913 | \$3,251,300 | 90% | |
| Intergovernmental | \$1,422,302 | \$1,153,792 | \$2,636,560 | 44% | |
| Franchise Fees | \$350,559 | \$472,849 | \$737,000 | 64% | |
| Interest & Miscellaneous | \$227,689 | \$505,497 | \$416,690 | 121% | |
| Local Gas Tax | \$104,933 | \$97,757 | \$195,000 | 50% | |
| Fines & Forfeitures | \$51,038 | \$41,223 | \$112,500 | 37% | |
| Licenses & Permit Fees | \$15,688 | \$13,433 | \$37,500 | 36% | |
| Grants & Contributions | \$18,035 | \$2,841 | \$23,000 | 12% | |
| Total Revenue | \$10,237,888 | \$10,365,829 | \$18,133,298 | 57% | |
| Operating Budget to Actual Comparison by Fund* | | | | | |
| Expenditures | FY23 | FY24 | FY24 Annual | % Spent | |
| | Jul-Dec 2022 | Jul-Dec 2023 | Budget | | |
| General Fund | | | | | |
| General Operations | \$225,840 | \$727,479 | \$1,462,900 | 50% | |
| Administration | \$698,040 | \$655,925 | \$1,575,753 | 42% | |
| Police | \$1,297,657 | \$1,311,113 | \$2,817,762 | 47% | |
| Planning | \$107,575 | \$112,292 | \$275,213 | 41% | |
| Community Center | \$20,368 | \$49,504 | \$92,960 | 53% | |
| Municipal Court | \$61,327 | \$60,994 | \$133,747 | 46% | |
| Street Lights | \$37,349 | \$41,601 | \$90,000 | 46% | |
| Mayor/City Council | \$6,794 | \$8,187 | \$56,250 | 15% | |
| Total General Fund | 2,454,950 | \$ 2,967,095 | \$ 6,504,585 | 46% | |
| Special Revenue Funds | | | | | |
| Street Fund | \$326,303 | \$634,059 | \$2,107,658 | 30% | |
| Library Fund | \$255,929 | \$282,498 | \$608,609 | 46% | |
| Parks Fund | \$177,600 | \$194,171 | \$434,884 | 45% | |
| Pool Fund | \$199,747 | \$210,886 | \$454,407 | 46% | |
| Internal Service Funds | | | | | |
| Public Works Admin | \$349,776 | \$355,946 | \$794,228 | 45% | |
| Facilities Fund | \$10,445 | \$23,085 | \$37,301 | 62% | |
| Enterprise Funds | | | | | |
| Water Fund | \$1,005,986 | \$1,322,194 | \$3,277,911 | 40% | |
| Wastewater Fund | \$1,265,197 | \$2,572,376 | \$7,016,961 | 37% | |
| Stormwater Fund | \$147,751 | \$212,800 | \$977,481 | 22% | |
| Water SDC | \$125,000 | \$0 | \$239,688 | 0% | |
| Wastewater SDC | \$62,600 | \$0 | \$252,000 | 0% | |
| Stormwater SDC | \$0 | \$0 | \$350,000 | 0% | |
| Capital Project Funds | | | | | |
| Parks SDC | \$0 | \$0 | \$0 | - | |
| Street SDC | \$8,050 | \$0 | \$1,331,340 | 0% | |
| Total Expenditures | 6,389,334 | \$ 8,775,110 | \$ 24,387,053 | 36% | |

*Does not include contingency, or unappropriated funds.