

This meeting includes topics that may increase rates, fees, or taxes.



AGENDA

STAYTON CITY COUNCIL

Tuesday, February 18, 2025

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:

City Council Regular Session – <https://youtube.com/live/JBmVdBW8Rd0>

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.

1. CALL TO ORDER

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 3, 2025 City Council Work Session Minutes
- b. February 3, 2025 City Council Regular Session Minutes
- c. February 7, 2025 City Council Work Session Minutes
- d. February 11, 2025 City Council Work Session Minutes
- e. Resolution No. 25-003, Reappointing Tricia Hafner to the Parks and Recreation Board
- f. Resolution No. 25-004, Appointing Melissa Sutkowski to the Planning Commission and Marco Levario and Jared Burns to the Parks and Recreation Board
- g. Resolution No. 25-005, Authorizing the City Manager to Execute a Grant Agreement with the Oregon Department of Transportation for a Safe Streets to School Grant

6. PRESENTATIONS

- a. Police Department Accreditation – Scott Hayes, Northwest Accreditation Alliance

7. PUBLIC HEARING

8. GENERAL BUSINESS

- a. **Resolution No. 25-006, Five-Year Local Option Tax Levy for the Library** **ACTION**
 - 1. Staff Report – Julia Hajduk
 - 2. Public Comment
 - 3. Council Discussion
 - 4. Council Decision
- b. **Resolution No. 25-007, Amendment to Fee Schedule Related to Sidewalk Vendor Permits** **ACTION**
 - 1. Staff Report – James Brand
 - 2. Public Comment
 - 3. Council Discussion
 - 4. Council Decision
- c. **Second Quarter Finance Update** **DISCUSSION**
 - 1. Staff Report – James Brand
 - 2. Public Comment
 - 3. Council Discussion
- d. **Charter Discussion – Section 33 Vacancies, and Section 37 Personnel Rules** **DISCUSSION**
 - 1. Staff Report – Ross Williamson
 - 2. Public Comment
 - 3. 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 2025

Wednesday	February 19	Library Board	6:00 p.m.	Stayton Public Library
Thursday	February 20	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	February 24	Planning Commission	7:00 p.m.	Stayton Community Center

MARCH 2025

Monday	March 3	City Council	7:00 p.m.	https://youtube.com/live/wsb0MLZ6UmE
Tuesday	March 4	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	March 17	City Council	7:00 p.m.	https://youtube.com/live/11GoUBf5Lbs
Wednesday	March 19	Library Board	6:00 p.m.	Stayton Public Library
Thursday	March 20	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	March 31	Planning Commission	7:00 p.m.	Stayton Community Center

APRIL 2025

Tuesday	April 1	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	April 7	City Council	7:00 p.m.	https://youtube.com/live/96d-fnRk8ys
Wednesday	April 16	Library Board	6:00 p.m.	Stayton Public Library
Thursday	April 17	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	April 21	City Council	7:00 p.m.	https://youtube.com/live/G1kJ8pgNNpl
Monday	April 28	Planning Commission	7:00 p.m.	Stayton Community Center

MAY 2025

Monday	May 5	City Council	7:00 p.m.	https://youtube.com/live/0x6LNbRT_lo
Tuesday	May 6	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	May 12	Budget Committee	6:00 p.m.	
Wednesday	May 14	Budget Committee	6:00 p.m.	
Thursday	May 15	Budget Committee	6:00 p.m.	
Thursday	May 15	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	May 19	City Council	7:00 p.m.	https://youtube.com/live/CrpLldzcj3g
Wednesday	May 21	Library Board	6:00 p.m.	Stayton Public Library
Monday	May 26	CITY OFFICES CLOSED IN OBSERVANCE OF MEMORIAL DAY HOLIDAY		
Tuesday	May 27	Planning Commission	7:00 p.m.	Stayton Community Center

JUNE 2025

Monday	June 2	City Council	7:00 p.m.	https://youtube.com/live/QUZE3A1CmSI
Tuesday	June 3	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	June 16	City Council	7:00 p.m.	https://youtube.com/live/_JlmrtvJva8
Wednesday	June 18	Library Board	6:00 p.m.	Stayton Public Library
Thursday	June 19	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	June 30	Planning Commission	7:00 p.m.	Stayton Community Center

**Stayton City Council
Work Session
February 3, 2025**

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

Time Start: 6:00 P.M.

Time End: 7:50 P.M.

MEETING ATTENDANCE LOG

	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor Luke Bauer	Alissa Angelo, Assistant City Manager
Councilor Ken Carey	James Brand, Finance Director
Councilor Jordan Ohrt (Joined at 6:02)	Gwen Johns, Police Chief (excused)
Councilor David Patty (Joined at 6:03)	Janna Moser, Library Director
Councilor Steve Sims	Jennifer Siciliano, Community & Economic Development (excused)
	Melanie Raba, Administrative Special Projects

AGENDA	ACTIONS
Local Option Levy Discussion	Mr. Brand reviewed the library, pool and park levy options. Council questions and discussion regarding the amounts of the levy, scheduling, packs, and financial policy.

APPROVED BY THE STAYTON CITY COUNCIL THIS 18TH DAY OF FEBRUARY 2025, 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 3, 2025**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON
Time Start: 7:05 P.M. **Time End:** 8:43 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Council President Stephen Sims	Alissa Angelo, Assistant City Manager
Councilor Ken Carey	Gwen Johns, Police Chief (excused)
Councilor Luke Bauer (joined 7:15)	Janna Moser, Library Director
Councilor Jordan Ohrt	James Brand, Finance Director
Councilor David Patty	Jennifer Siciliano, Community & Economic Development Director
	Melanie Raba, Administrative Special Projects

AGENDA	ACTIONS
REGULAR MEETING	
Announcements a. Additions to the agenda b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	Ms. Hajduk requested to add a presentation by Kim Dwyer, Service Integration Team. None.
Public Comment	James Loftus, Stayton spoke regarding his interaction with the Police department and communication with City staff. Mark Fery, outside of Stayton , spoke regarding his perspective of Stayton City Council and Police Department. Mayor Quigley cited ORS 192.345 in regards to public request for bodycam footage.
Consent Agenda a. January 6, 2025 City Council Regular Session Minutes b. January 21, 2025	Motion from Councilor Patty, seconded by Councilor Ohrt, to approve the Consent Agenda as presented. Sims, Carey, Ohrt, Patty, Bauer: Yes Motion passed 5:0.
Presentations a. Kim Dwyer, Service Integration Team	Ms. Dwyer provided an update on the warming center.
Public Hearing	None.
General Business Charter Review Discussion – Section 34 a. Staff Report – Ross Williamson.	Mr. Williamson reviewed section 34 of the City Charter and compared it to the League of Oregon Cities Model Charter,

<p>b. Public Comment</p> <p>c. Council Discussion</p> <p>Council Liaison</p> <p>d. Staff Report – Julia Hajduk</p> <p>e. Public Comment</p> <p>f. Council Discussion</p>	<p>outlining the difference between charter level job duties and ordinance level job duties.</p> <p>None.</p> <p>Council asked for clarification on the definition of the word ‘coerce’ in the context of this section of the charter, and the involvement of Council in the selection of department head positions. Council discussed requiring the City Manager to reside within city limits.</p> <p>Ms. Hajduk presented the staff report.</p> <p>None.</p> <p>Council made the following assignments:</p> <ul style="list-style-type: none"> • Planning Commission – Steve Sims • Parks and Recreation Board – Steve Sims • Library Board – Jordan Ohrt • Sewer Committee – Brian Quigley • Public Arts Commission – Ken Carey • School Board – David Patty / Brian Quigley • Chamber Board – David Patty • Santiam Hospital Board – Brian Quigley • Revitalize Downtown Stayton – Luke Bauer
<p>Communications from City Staff</p>	<p>Ms. Hajduk showed a crosswalk safety educational video. Council discussed the video and requested changes. She discussed the Detroit Dam drawdown and the potential for the drawdown to affect our water supply.</p> <p>Ms. Hajduk discussed updates to the Planning Commission, Public Arts Commission, and Parks and Recreation Board. Janna provided an update on the Library Board.</p>
<p>Communications from Mayor and Council</p>	<p>Councilor Ohrt provided an update on the League of Oregon Cities Legislative Days event and the request by Senator Diehl and Senator Gerard to send information on the impact of the Detroit Dam drawdown to the Army Corps of Engineers.</p> <p>Councilor Sims asked for an update on Brett Court. Staff responded.</p> <p>Councilor Carey discussed shrubbery creating a line-of-sight issue at 10th and Fern Ridge. Staff responded.</p> <p>Councilor Sims discussed the If I Were Mayor Contest.</p> <p>Councilor Ohrt discussed covering the needs of the pool and Community Center under the Parks and Recreation</p>

Board to create an opportunity for community input.

Councilor Carey reminded staff to keep the conversation about sidewalk vendors as a priority. Staff responded.

Councilor Ohrt requested Mr. Williamson to comment on the availability of bodycam footage if a suit is filed and explain why it is bad policy to provide bodycam footage. Mr. Williamson responded.

Mayor Quigley reviewed the discussion with Sublimity on the wastewater treatment contract and commended our staff at the Wastewater Treatment Facility and the good work they do. He spoke about his discussion with the homeowner's association for Silvan Springs and their request to give a presentation at a council meeting. He asked to add a review of the ordinances related to marijuana shop regulations and acknowledged the quick action by Regis St. Mary for quickly resolving a safety concern.

APPROVED BY THE STAYTON CITY COUNCIL THIS 18TH DAY OF FEBRUARY 2025, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____
Brian Quigley, Mayor

Date: _____

Attest: _____
Julia Hajduk, City Manager

**Stayton City Council
Work Session
February 7, 2025**

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

Time Start: 3:30 P.M.

Time End: 4:40 P.M.

MEETING ATTENDANCE LOG

	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor Luke Bauer (excused)	Alissa Angelo, Assistant City Manager (excused)
Councilor Ken Carey	James Brand, Finance Director
Councilor Jordan Ohrt	Gwen Johns, Police Chief (excused)
Councilor David Patty	Janna Moser, Library Director (excused)
Councilor Steve Sims	Jennifer Siciliano, Community & Economic Development
	Melanie Raba, Administrative Special Projects (excused)
	Barry Buchanan, Public Works Consultant
	Michael Bradley, Water Treatment Plant Chief Operator
	Michael Schmidt, Engineering Associate
	Danielle Emmert, Public Works Supervisor - Sewer

AGENDA	ACTIONS
Detroit Dam Drawdown Discussion	Mr. Buchanan spoke regarding the impact the Detroit Dam Drawdown would have on the City's systems. Council questions and discussion regarding the impact, how to stop the drawdown from happening, and how other cities are planning to respond. Guests: Dan Brummer, Wendy Stone, Nicholas Raba

APPROVED BY THE STAYTON CITY COUNCIL THIS 18th DAY OF FEBRUARY 2025, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____
Brian Quigley, Mayor

Date: _____

Attest: _____
Julia Hajduk, City Manager

**Stayton City Council
Work Session
February 11, 2025**

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

Time Start: 6:02 P.M.

Time End: 6:53 P.M.

MEETING ATTENDANCE LOG

	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor Luke Bauer	Alissa Angelo, Assistant City Manager
Councilor Ken Carey	James Brand, Finance Director
Councilor Jordan Ohrt	Gwen Johns, Police Chief (excused)
Councilor David Patty	Janna Moser, Library Director
Councilor Steve Sims	Jennifer Siciliano, Community & Economic Development (excused)
	Melanie Raba, Administrative Special Projects
	Emily Rushing, Aquatics Facility Manager

AGENDA	ACTIONS
Local Option Levy Discussion	<p>Ms. Hajduk reviewed a proposal for when to schedule the levies. Council questions and discussions regarding risks, transparency and advocacy groups.</p> <p>The budget committee members in attendance were given an opportunity to ask questions and participate in a discussion regarding programs and operating expenses.</p> <p>Budget Committee in attendance: Denise Busch, Leonard Hays</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 3RD DAY OF FEBRUARY 2025, 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 11, 2025

SUBJECT: Reappointment of Tricia Hafner to the Parks and Recreation Board

ISSUE

Shall the Council approve Resolution No. 25-003, reappointing Tricia Hafner to the Parks and Recreation Board?

ENCLOSURE(S)

- Parks and Recreation Board Appointment Application for Tricia Hafner
- Resolution No. 25-003

STAFF RECOMENDATION

N/A

BACKGROUND INFORMATION

The Parks and Recreation Board is comprised of seven community members. As of January 2025, the Parks and Recreation Board had three vacancies. Ms. Hafner is seeking reappointment to continue serving on the Board.

City staff received a request for reappointment from the candidate. Once received, the application was forwarded to the Department Head, Parks and Recreation Board Chair, and Council Liaison. Representatives for the Parks and Recreation Board have indicated they agree with the appointment.

FISCAL IMPACT

N/A

MOTION(S)

No motion necessary; consent agenda approval.



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Parks Board

PLEASE CHECK ONE:

☐ New Applicant
☒ Application for reappointment

Years resided in Stayton: 13 years

PLEASE PRINT

Name Tricia Hafner

Address [REDACTED] Home Ph#

Email Address [REDACTED] Cell Ph# [REDACTED]

Occupation Doula

Place of Employment [REDACTED]

Business Address [REDACTED]

Phone Email

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

I have been on this board for I believe 3 terms. I am a mom of 5 and use our parks on a regular basis.

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

I wish to continue being on this board for I believe my 3rd term. I have enjoyed the progress the parks Board has made, and helping to keep the parks in our community safe and attractive to our community.

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

We have been working to bring trees to each of our parks, some new and some to replace others lost especially after the ice storms of 2020. In Pioneer Park we recently did some improvements and I wish to continue this in the other parks around our community

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

I have been on this board for 3 terms

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

I am a PCP and on an interview committee for candidates seeking endorsements thru the GOP.

6. How did you learn about this vacancy?

_____ Our Website _____ Word of mouth ☒ Other

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

No

Signature of Applicant



Date 02-04-25

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



**RESOLUTION NO. 25-003
REAPPOINTING TRICIA HAFNER TO THE PARKS AND RECREATION BOARD**

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

WHEREAS, community member Tricia Hafner submitted an application seeking reappointment to the Parks and Recreation Board;

WHEREAS, the application for reappointment was forwarded to the City Manager, Chair, Council Liaison, and Mayor who reviewed the application and recommended the reappointment of Tricia Haner to the Parks and Recreation Board; and

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Council accepts Mayor Quigley's reappointments of Tricia Hafner to the Parks and Recreation Board for a two-year term.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 18TH DAY OF FEBRUARY 2025.

CITY OF STAYTON

Signed: _____, 2025

By: _____
Mayor Brian Quigley, Mayor

Signed: _____, 2025

ATTEST: _____
Julia Hajduk, City Manager



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

TO: Stayton City Council

FROM: Alissa Angelo, Assistant City Manager

DATE: February 18, 2025

SUBJECT: Appointment of Members to the Planning Commission and Parks and Recreation Board

ISSUE

Shall the Council approve Resolution No. 25-004, appointing Melissa Sutkowski to the Planning commission and Marco Levario and Jared Burns to the Parks and Recreation Board?

ENCLOSURE(S)

- Planning Commission Appointment Application – Melissa Sutkowski
- Parks and Recreation Board Appointment Application – Marco Levario
- Parks and Recreation Board Appointment Application – Jared Burns
- Resolution No. 25-004

STAFF RECOMENDATION

N/A

BACKGROUND INFORMATION

The Planning Commission is comprised of five community members. As of January 2025, the Planning Commission had one vacancy.

The Parks and Recreation Board is comprised of seven community members. As of January 2025, the Parks and Recreation Board had three vacancies.

City staff received requests for appointment from these candidates. Once received, the applications were forwarded to the Department Head, Board/Commission Chair, and Council Liaison for the respective Board/Commission. Representatives for both groups have indicated they agree with the appointments.

FISCAL IMPACT

N/A

MOTION(S)

No motion necessary; consent agenda approval.



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Planning Committee

PLEASE CHECK ONE:

☒ New Applicant
☐ Application for reappointment

Years resided in Stayton: 14

PLEASE PRINT

Name Melissa SutkowskiAddress [REDACTED]Email Address [REDACTED]Occupation Project Delivery ManagerPlace of Employment [REDACTED]Business Address —Phone — Email —

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

- 26 yrs. working for ODOT in various roles including Project Manager, Construction coordinator, QA review, and Project Delivery Manager
- 8 yrs. on the board of Association of Engineering Employees, 2 yrs. serving as the President

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

- I have the skills & experience needed to perform the duties
- I have the time to volunteer
- I am interested in being more involved in my community's developments

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

no concerns

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

none

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

no

6. How did you learn about this vacancy?

_____ Our Website X 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?

none that I am aware of

Signature of Applicant _____

Date _____

1/21/25

PLEASE RETURN TO:

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Parks and Recreation Board

PLEASE CHECK ONE:

☒ New Applicant
☐ Application for reappointment

Years resided in Stayton: 1.25

PLEASE PRINT

Name Marco Levario

Address

Email Address

Occupation Power Plant Operator

Place of Employment

Business Address

Phone

Email

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

Many hours have been spent pushing small children on swings, running through play structures, spinning on various equipment, and abandoning myself to gravity down a slide. Visiting various parks on any day with my family to spend time outside and stimulate the vestibular system. When the parks board was sent to evaluate Pioneer park I compiled a document with pictures and brief descriptions of what could be addressed to improve the appearance and safety of the park. Working for the Gov't dealing with contracts and being apart of planning of projects. I'm not a project manager, but I can bring a fresh view point to a project as the end user both in my employment and on this board from being an end user to observing how others use our city's parks.

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

I live directly across from Pioneer park, always watching the comings and goings. Visiting the park often with my family to enjoy the large public space and socialize. I'm a frequent user of our cities parks and am often thinking of improvements that could be made to make the park more enjoyable, that would spur the pride to say "I'm proud of this park and the city I live in", and that would make me want to tell people about our parks as a point of interest. I would like to help emphasize in the city the importance of maintenance of the spaces and play equipment we have. The cleanliness of a park is the first judgment for many, whether the equipment is covered in green slime, the trash cans are hidden and sinking in the dirt, or if there is generally trash laying about. Working to make improvements to parts of parks as a continual effort and not just as things fail into disrepair. I would like to see the little things be taken care of that can show visitors we care about our parks and want them to feel welcome. I want to take care of the little things that can improve the perception of the city's parks and the quality of the visit for all ages.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

Getting the pool to be an asset instead of a liability. Providing more places for people to sit and enjoy our parks or watch their kids play instead of standing around. Replacing hardware store trash cans with public space trash cans. Cleaning the play equipment so it looks nice as well as being functional. Revitalize spaces to be more inviting and have a clear purpose instead of "it looks like this used to be for..."

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

I'm an active member of the Knights of Columbus council 2439 in Sublimity. I've helped with the organization, planning, and execution of events. I am a person who shows up as much as I can, limited by my work schedule, and have been doing my best to help by the motto "see a need, fill a need".

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

None.

6. How did you learn about this vacancy?

_____ Our Website ☒ Word of mouth _____ Other

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

No.

Signature of Applicant



Date 01/27/2025

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

NAME OF COMMISSION/COMMITTEE:

Parks and Recreation Board

PLEASE CHECK ONE:

☒ New Applicant
☐ Application for reappointment

Years resided in Stayton: 4

PLEASE PRINT

Name Jared Burns

Addr [REDACTED]

Home Ph# [REDACTED]

Occupation Carpenter and Frammer

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

I have experience managing projects and coordinating with contractors, I understand what it takes to maintain and improve public spaces efficiently. As an expert on local native flora and fauna, and a published author on the subject, I bring valuable ecological knowledge to ensure our parks remain vibrant, sustainable, and educational for the community.

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

I am deeply invested in the well-being of our parks, using and enjoying them daily with my dog. We often take a bag with us and pick up all the trash we pass by. My goal is to help keep our parks clean, safe, and enjoyable for all residents and visitors.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

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

1. Park Cleanliness & Maintenance
2. Ecological Preservation
3. Community Engagement
4. Sustainable Practices
5. Historical & Cultural Preservation

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

I have a strong history of community involvement, including volunteering with the Boy Scouts to help preserve national forest trails. This experience gave me firsthand knowledge of trail maintenance, conservation efforts, and the importance of protecting public lands for future generations. Combined with my expertise in native flora and fauna, project management skills, and passion for clean and accessible parks, I am committed to ensuring our community spaces remain vibrant and well-maintained for all to enjoy.

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?
no

6. How did you learn about this vacancy?

_____ Our Website ☒ Word of mouth _____ Other

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

no

Signature of Applicant _____ Date **Feb 10 2025**

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

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



RESOLUTION NO. 25-004
APPOINTMENT OF MEMBERS TO THE PLANNING COMMISSION
AND PARKS AND RECREATION BOARD

WHEREAS, the Planning Commission is comprised of five community members with one vacancy;

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

WHEREAS, community members Melissa Sutkowski, Marco Levario, and Jared Burns submitted applications seeking appointment to the Planning Commission (Sutkowski) and Parks and Recreation Board (Levario and Burns);

WHEREAS, the application for appointment was forwarded to the City Manager, Chairs, Council Liaisons, and Mayor who reviewed the applications and recommended the appointment of Melissa Sutkowski to the Planning Commission and Marco Levario and Jared Burns 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 Melissa Sutkowski to the Planning Commission for a two-year term, and Marco Levario and Jared Burns to the Parks and Recreation Board for a two-year term.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 18TH DAY OF FEBRUARY 2025.

CITY OF STAYTON

Signed: _____, 2024

By: _____

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: Julia Hajduk, City Manager

DATE: February 18, 2024

SUBJECT: Authorizing the City Manager to Execute a Grant Agreement with the Oregon Department of Transportation (ODOT) through the Safe Routes to School Grant program.

ISSUE

The issue before the Council is authorizing the City Manager to execute a grant agreement with ODOT through the Safe Routes to School grant program to construct an enhanced pedestrian crossing at the intersection of Third Avenue and Fern Ridge Road.

ENCLOSURE(S)

- Draft Resolution No. 25-005 authorizing the City Manager to execute a grant agreement with the Oregon Department of Transportation (ODOT) through the Safe Routes to School (SRTS) Grant program to construct an enhanced pedestrian crossing at the intersection of Third Avenue and Fern Ridge Road
- Grant Agreement between the City and ODOT

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute the grant agreement with ODOT through the Safe Routes to School grant program to construct an enhanced pedestrian crossing at the intersection of Third Avenue and Fern Ridge Road.

BACKGROUND INFORMATION

The City studied the intersection of Third Avenue and Fern Ridge and provided a presentation to Council at the March 4, 2024 Council meeting. At that meeting, it was shared that safety improvements were warranted, and the best solution was an enhanced pedestrian crossing that would provide a pedestrian stop control at the intersection. The estimated cost was \$542,440 and the staff indicated it was likely a good candidate for grant funding through the Safe Routes to School grant program. The City applied and was awarded the requested funds. Prior to beginning the project, the City must enter into a grant agreement with ODOT. Due to the amount of the grant, Council authorization is required, even though there is no match requirement.

FISCAL IMPACT

Executing this grant will enable the City to receive \$542,440 in reimbursable funds to complete the project. The city will be responsible for any costs in excess of the grant funds, however that is not anticipated at this time.

MOTION

Consent Agenda approval.

**RESOLUTION NO. 25-005****A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR A SAFE STREETS TO SCHOOL GRANT**

WHEREAS, the City of Stayton was awarded \$542,440 in reimbursable funds from the Oregon Department of Transportation (ODOT) through the Safe Routes to School (SRTS) Grant program to construct an enhanced pedestrian crossing at the intersection of Third Avenue and Fern Ridge Road;

WHEREAS, SMC 3.04.050A requires Council authorization prior to entering into grant agreements where a match is required or in excess of the City Manager's authority of \$150k.

WHEREAS, there is not a match requirement, however the grant amount exceeds the City Manager's budget authority and the City will be responsible for any costs of the project in excess of the grant amount.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

SECTION 1. The City of Stayton authorizes the City Manager to execute a grant agreement with the Oregon Department of Transportation (ODOT) through the Safe Routes to School (SRTS) Grant program to construct an enhanced pedestrian crossing at the intersection of Third Avenue and Fern Ridge Road.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 18th DAY OF FEBRUARY 2025.

CITY OF STAYTON

Signed: February 18, 2025

BY: _____
Brian Quigley, Mayor

Signed: February 18, 2025

ATTEST: _____
Julia Hajduk, City Manager

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)**

Project Name: Stayton Elementary School/Fern Ridge Rd/Enhanced Pedestrian Crossing/2024

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and City of Stayton, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

- 1. Authority.** By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government, Oregon state agencies, the United States or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
- 2. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the "Availability Termination Date").
- 3. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Contractor Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; and Exhibit C.

- 4. Project Cost; Grant Funds.** The total estimated Project cost is \$542,440.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$542,440.00 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 5. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to **Subsection 5.c.**

ODOT/Recipient
Agreement No. SRTS25-16

b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

A. reasonable, necessary and directly used for the Project;

B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

A. operating and working capital or operating expenditures charged to the Project by Recipient;

B. loans or grants to be made to third parties;

C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or

D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement.

c. Project Change Procedures.

i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.oregon.gov.

ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

6. Reimbursement Process and Reporting.

a. ODOT shall reimburse Recipient for 100% of Eligible Costs up to the Grant Fund amount provided in **Section 4**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.

ODOT/Recipient
Agreement No. SRTS25-16

- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.cognitofrms.com/ODOT2/srtsreimbursementrequest2> to the SRTSProgramMailbox@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- e. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- f. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in **Section 7** are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- g. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
 - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of **Subsections 12.b.i, 12.b.ii, 12.b.iii or 12.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- h. Reporting

ODOT/Recipient
Agreement No. SRTS25-16

- i. **Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSPProgramMailbox@odot.oregon.gov by the first Wednesday of March, June, September, and December.
- ii. **Final Report.** Recipient shall submit a final written report (the “Final Report”) to SRTSPProgramMailbox@odot.oregon.gov that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient’s obligation to provide the Final Report will survive Agreement expiration.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors or potential contractors. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

ODOT/Recipient
Agreement No. SRTS25-16

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this **Section 7** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its contractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.
- d. This **Section 8** shall survive any expiration or termination of this Agreement.

9. Recipient Contract and Procurements.

Recipient may enter into contracts with contractors for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

- a. **Contracts.**
 - i. All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contracts(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.

ODOT/Recipient
Agreement No. SRTS25-16

- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's contract with the contractor.
- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name ODOT as an additional or dual obligee on construction contractor's performance and payment bonds.
- iv. Recipient shall provide ODOT with a copy of any signed contracts, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to ODOT any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. *Recipient's contract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, the Oregon Transportation Commission and its members, and the Oregon Department of Transportation, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's contract(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's contractor(s) or subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State, or that Recipient's contractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify that each of its contractor(s) meet the minimum insurance requirements in Exhibit C.
- ii. Recipient shall require its contractor(s) to require and verify that all contractors carry insurance coverage deemed appropriate based on the risks of the contracted work.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.

d. Procurements. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:

- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
- i. All procurement transactions are conducted in a manner providing full and open competition.

10. Self-Performing Work. Recipient must receive prior approval from ODOT Program Manager for any self-performing work.

11. Conflicts of Interest. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

12. Termination

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODOT. ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:

- i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
- ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient

ODOT/Recipient
Agreement No. SRTS25-16

written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

13. GENERAL PROVISIONS

a. **Contribution and Contract-Related Indemnification.**

- i. For purposes of this **Section 13.a.**, the term "ODOT" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."

ii. **Contribution.**

- A. If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- B. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees),

ODOT/Recipient
Agreement No. SRTS25-16

judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- C. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- iii. Contract-Related Indemnification.** Notwithstanding **Subsection 13.a.ii.**, and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODOT harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

- iv.** This **Section 13.a.** shall survive expiration or termination of this Agreement.

- b. Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, that employ subject workers who provide services in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 each accident must be included. Recipient shall ensure that each of its subrecipient(s) or contractor(s) complies with these requirements.

ODOT/Recipient
Agreement No. SRTS25-16

- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** ODOT and Recipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact or Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this **Section 13.f.** Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

ODOT/Recipient
Agreement No. SRTS25-16

- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **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.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** In addition to sections of this Agreement specifically so designated, sections 6(g) (Recovery of Grant Funds), 13(h) (Governing Law; Consent to Jurisdiction) and 13(n) (Survival) survive expiration or termination of this Agreement.
- o. **Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

The Oregon Transportation Commission at its January 16, 2025 meeting approved the project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Signature Page to Follow

ODOT/Recipient
Agreement No. SRTS25-16

CITY OF STAYTON, by and through its
Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Julia Hajduk, City Manager
362 N. 3rd Ave
Stayton, Oregon 97383
(503) 769-3425
jhajduk@staytonoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)

By Nina R Englander via email
Assistant Attorney General

Date January 28, 2025

SRTS Program Manager:

Xao Posadas
555 13th Street NE
Salem, Oregon 97301
(971) 718-6170
Xao.Posadas@odot.oregon.gov

ODOT/Recipient
Agreement No. SRTS25-16

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. SRTS25-16

Project Name: Stayton Elementary School/Fern Ridge Rd/Enhanced Pedestrian Crossing/2024

A. PROJECT DESCRIPTION

Fern Ridge Rd at North 3rd Ave.

The Project will construct a Pedestrian Hybrid Beacon crossing on Fern Ridge Rd at North 3rd Ave, including curb ramps, striping, and signage.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Paragraph 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in **Subsection 5.c** of the Agreement, to SRTSProgramMailbox@odot.oregon.gov as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	9/30/2026
2	Project completion (Project must be completed within 5 years of agreement execution.)	6/30/2027

ODOT/Recipient
Agreement No. SRTS25-16

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.

3. Recipient shall, at its own expense, maintain, operate and provide power to the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as ten (10) years from its completion date (the "Project Useful Life"). At the conclusion of the Project Useful Life, Recipient and ODOT shall negotiate any additional maintenance obligations for any features installed on ODOT's right of way. If the Parties are unable to reach a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way at no expense to ODOT. This paragraph shall survive the expiration or termination of this Agreement.

3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried for constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

4. Americans with Disabilities Act Compliance

a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form

ODOT/Recipient
Agreement No. SRTS25-16

734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least ten (10) days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

ODOT/Recipient
Agreement No. SRTS25-16

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Paragraph 5 shall survive termination of this Agreement.

5. Work Performed within ODOT's Right of Way

- a. For all improvements within ODOT's right of way, Recipient shall design all work in accordance with the standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of the State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current ODOT drafting manuals.
- b. Prior to advertising the Project for bid, for all improvements within ODOT's right of way, Recipient must receive written approval of the Project's plans and specifications from ODOT's Roadway Engineering Section, in the Engineering and Technical Services Branch. This Agreement is not ODOT's approval of the plans or specifications.
- c. In addition to ODOT's approval of the plans and specifications and prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, written permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- d. Pursuant to OAR 734-020-0430, Recipient shall obtain written approval from the State Traffic Engineer prior to the design, construction, or removal of any traffic signal, traffic control device, or illumination to be installed on a state highway. An engineering study may be required for approval. See *ODOT's Traffic Manual* for the approval process. This Agreement is not the State Traffic Engineer's written approval.
- e. Recipient and ODOT shall have an executed maintenance and operations agreement to cover obligations for any signaling devices being installed on a state highway for this Project. This agreement must be in effect prior to receiving design approval from ODOT. Traffic signals on a

ODOT/Recipient
Agreement No. SRTS25-16

state highway must be designed per the current edition of ODOT's *Traffic Signal Design Manual*.

- f. Electrical inspectors used by Recipient or its contractor(s), shall possess a current State Certified Traffic Signal Inspector certificate in order to inspect electrical installations on state highways.
- g. ODOT will, at no cost to the Project, perform signal equipment environmental testing. For ODOT-owned or ODOT-maintained signals, ODOT will, at no cost to the Project, perform the signal field testing and turn-on. Traffic signal timing for ODOT-owned and ODOT-operated signals shall be the responsibility of ODOT, unless there is an agreement that specifically allows Recipient to perform that function.
- h. Recipient shall ensure that all work involving pedestrian-activated signals performed under this Agreement, including maintenance activities, complies with ODOT's ADA standards. Recipient shall ensure that all traffic signals, illumination poles, and foundations installed on a state highway conform to State's standards, pursuant to the versions of ODOT's Traffic Structures Design Manual and Geotechnical Design Manual in effect at the time the work is conducted.

6. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

7. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015, and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").
- b. If at any time before the Availability Termination Date identified in **Section 1** of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT's rights and remedies under **Subsection 6.g** ("Recovery of Grant Funds") of this Agreement.

ODOT/Recipient
Agreement No. SRTS25-16

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact or Program Manager in writing when the link changes during the term of this Grant Agreement.

9. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its first tier contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its contractors ("contractor"): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Recipient is a Party. All references to "contractor" in this Exhibit refer to Recipient's contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

All employers, including Recipient's contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. **Recipient's contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

ODOT/Recipient
Agreement No. SRTS25-16

and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than
☒ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than ☒ \$2,000,000 ☐ \$4,000,000
☐ \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than
\$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the "**State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

ODOT/Recipient
Agreement No. SRTS25-16

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

f. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers’ Compensation/Employer’s Liability.

The Recipient shall immediately notify ODOT of any change in insurance coverage.



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

TO: Mayor Brian Quigley and the Stayton City Council

FROM: Julia Hajduk, City Manager

DATE: February 18, 2025

SUBJECT: Five-Year Local Option Tax Levy for the Library

ISSUE

The issue before Council is Resolution No. 25-006, calling for a measure election to submit to the electors of the City of Stayton the question of a five-year local option tax, levying a tax rate of \$0.56 per thousand of assessed value, beginning fiscal year 2026-2027, to be placed on the May 20, 2025 special district election ballot, for partial support of the City's Library.

BACKGROUND INFORMATION

The City has determined there will continue to be insufficient revenues to maintain service and operations for the Stayton Public Library, Stayton Family Memorial Pool, and local parks and trails. Stayton has relied on local option tax levies for this purpose continuously since 1999. The most recent levies were approved by voters in May 2021 at a rate of \$0.40 per \$1,000 of assessed value for the Library and \$0.50 per \$1,000 of assessed value for Recreation (Parks and Pool). The need for local option tax levies results from the statewide tax limitation measures, Measures 47 and 50, passed in 1996 and 1997 respectively, and the desire to have a library, parks, and a pool which cannot be funded within the resulting permanent tax rate.

City Council held work sessions on February 3rd and February 11th to discuss both the Library local option tax levy and Recreation (Parks and Pool) local option tax levy.

The Council was presented with the following recommendations from staff to maintain current operation levels for all three areas over the five years of the next tax levy:

	Existing	Proposed
Library	\$0.40	\$0.56
Parks	\$0.25	\$0.45
Pool	\$0.25	\$0.40
Total	\$0.90	\$1.41

At their meeting on February 11th, the Council provided direction to staff to delay moving forward with the Recreation (Parks and Pool) local option tax levy until the November 2025 election. Requesting staff move forward with the Library local option tax levy at a rate of \$0.56 per \$1,000 of assessed value.

It's important to note, this increase to the Library local option tax levy will allow the Stayton Public Library to maintain their current level of services for the life of the tax levy.

FISCAL IMPACT

The levy currently in place provides funding through June 30, 2026. If a new levy does not pass before that date, the drop in funding will have a significant impact on the operations of the City's quality of life amenities. The Library will not be able to maintain its current level of operation and will likely have severely reduced hours or be closed completely. The table below shows the anticipated income from the proposed levy.

	2026-27	2027-28	2028-29	2029-30	2030-31	Anticipated Revenue
Library (\$0.56)	\$472,856	\$501,227	\$531,301	\$563,179	\$596,970	\$2,665,533

STAFF RECOMMENDATION

Staff recommends the Library local option tax levy be referred to the voters at the May 20, 2025 election. Further work sessions will be scheduled to further discuss the Recreation (Parks and Pool) local option tax levy with the hope it will be referred voters at the November 2025 election.

MOTION(S)

1. Motion to adopt Resolution No. 25-006 as presented.
2. Motion to approve Resolution No. 25-006, with the following modifications...

**RESOLUTION NO. 25-006****A RESOLUTION CALLING FOR A MEASURE ELECTION TO SUBMIT TO THE ELECTORS OF THE CITY OF STAYTON THE QUESTION OF A FIVE-YEAR LOCAL OPTION TAX, LEVYING A TAX RATE OF \$0.56 PER THOUSAND OF ASSESSED VALUE, BEGINNING FISCAL YEAR 2026-2027, TO BE PLACED ON THE MAY 20, 2025 SPECIAL DISTRICT ELECTION BALLOT, FOR PARTIAL SUPPORT OF THE CITY'S LIBRARY**

WHEREAS, the City of Stayton has determined there will continue to be insufficient revenues to ensure adequate funding of mandated City functions and still properly allow for other programs directed toward providing or enhancing desirable levels of recreational and leisure services to Stayton residents;

WHEREAS, the Stayton City Council has determined that \$2,665,533 in additional revenue sources, not presently available within the permanent tax rate imposed by the State of Oregon Constitution are necessary, over the five fiscal years starting July 2026, to partially fund the City's Library operations;

WHEREAS, State of Oregon Ballot Measures 47 and 50, passed by Oregon voters on November 5, 1996 and May 20, 1997, respectively, provide the framework and limitations for voter-approved local option taxes;

WHEREAS, consecutive local option tax measures, for similar purposes, were approved by Stayton voters on November 3, 1998, May 21, 2002, May 18, 2004, May 20, 2008, May 15, 2012, May 17, 2016, and May 2021 respectively; and

WHEREAS, it is the Stayton City Council's desire to submit a ballot measure for the May 20th, 2025 Special District Election, for a five-year local option tax for partial support of the City's Library, to the registered voters of the City of Stayton for approval.

NOW THEREFORE, THE STAYTON CITY COUNCIL RESOLVES AS FOLLOWS:

1. A measure election is hereby called for the purpose of submitting to the electors of the City of Stayton ("City") the question of a five-year local option tax at the fixed rate of \$0.56 per thousand of assessed value, within the limitations of Article XI, Section 11b of the Oregon Constitution, beginning in Fiscal Year 2026-2027.
2. The measure election hereby called shall be held in the City on the 20th day of May, 2025. As authorized by the County Clerk of Marion County, Oregon, and the Oregon Secretary of State, the election shall be conducted by mail pursuant to applicable state law. The elections officer for Marion County is hereby directed to proceed with the election by placing the measure on the ballot and taking such other actions to carry out the intent of this resolution.
3. The City authorizes its City Manager ("Authorized Representative"), or a designee of the Authorized Representative, to act on behalf of the City and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.
4. The following is hereby approved as the official Ballot Title:

Referred to the People by the City Council

Caption: Five Year Local Option Tax for Library Support



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: Jennifer Siciliano, Community and Economic Development Director
DATE: February 18, 2025
SUBJECT: Review Fees for Sidewalk Vendor Permits

ISSUE

To evaluate the existing \$2.50 per square foot fee for sidewalk vendor permits and consider replacing it with a flat fee.

ENCLOSURE(S)

- Attachment 1 - Staff Report Regarding Ordinance No. 1038 Establishing a Permit Process for Conducting Business in the Street Right-of-Way and Ordinance No. 1038 Approved by Stayton City Council
- Attachment 2 – Existing application for a Sidewalk Vendor Permit
- Draft Resolution No. 25-007, Adopting New Fees for Sidewalk Vendor Permits

STAFF RECOMENDATION

Adopt the draft resolution and change the fee per square foot to an initial flat fee with an annual renewal fee.

BACKGROUND INFORMATION

The sidewalk vendor permit process was established in October 2019 via Ordinance 1038. Resolution No. 997 established the vendor permit fees at a rate of \$2.50 per square foot. Although the sidewalk vendor permit process was established in October 2019, its implementation and invoicing were delayed, initially presumed due to COVID-19 and then due to staff changes. In 2024, City staff became aware of the program and fees and sent invoices to businesses providing outdoor seating based on the square footage of the area each business was utilizing. The amount varied based on the business and area:

Covered Bridge	179 square feet = \$447.50
Wolfgangs	221 square feet = \$552.50
Naked Cat Coffee	72 square feet = \$180.00

While enforcing a permit process and fee for processing aligns with the City's intent to ensure businesses contribute fairly for using public right-of-way for commercial purposes, the methodology may warrant modification.

A Sidewalk Vendor is defined in the City's ordinance by the following: a business, which may include a sidewalk cafe, that obtains a sidewalk vendor permit to conduct business within the street right of way by means of displaying merchandise, providing table service, or providing seating for customers directly in front of the building in which the business is located.

Any use fitting the description of a sidewalk vendor will need to obtain a permit. Staff will evaluate the location and ensure the sidewalk area is sufficient to maintain ADA access, that the proposed use will not result in damage to the sidewalk area and that all other procedural requirements are met.

The ordinance states that there will be a non-refundable fee, as set by council resolution to cover the cost of investigation and processing, must accompany applications for initial and renewal of sidewalk vendor permits. See SMC 5.52.60.9.

Staff recommend a flat fee per business of \$100 for an initial application with a \$20 renewal fee to cover investigation and processing of permits.

The attached staff report (attachment 1) dated October 2019 explains the history of the thinking behind the sidewalk vendor permits and their relationship to the city's regulations surrounding food trucks as well. Also attached as Attachment 2 is the existing application for the sidewalk vendor permit.

FISCAL IMPACT

The fees generate revenues to recover the costs in investigating and processing sidewalk vendor permits.

OPTIONS AND MOTION(S)

The City Council is presented with the following options.

1. Adopt Resolution No. 25-007 as presented.

Motion to approve Resolution No. 25-007 as presented.

2. Adopt Resolution No. 25-007 as amended.

Motion to amend the fees and adopt Resolution 25-007 as amended.

3. Take no action.

Keep the City Fee Schedule as is and continue to collect \$2.50 per square feet for a sidewalk vendor permits.

Question: Should City of Stayton impose \$0.56 per \$1,000 of assessed value for Library operations for five years beginning July 2026? This measure may cause property taxes to increase more than three percent.

Summary: The City of Stayton is seeking a five-year local option tax of \$0.56 per \$1,000 of assessed value, beginning Fiscal Year 2026-2027, to continue funding support of the Stayton Public Library.

The proposed tax will take the place of the existing five-year local option tax for support of the library which was passed in 2021, and ends on June 30, 2026.

The levy is necessary to maintain current levels of service and operations for the Stayton Public Library. If adopted, the levy will enable the library to maintain its operating hours and staffing in order to provide library materials and educational services to the community.

The proposed rate will raise approximately \$472,856 in 2026-27, \$501,227 in 2027-28, \$531,301 in 2028-29, \$563,179 in 2029-30, and \$596,970 in 2030-31 for a total of \$2,665,553.

5. Pursuant to ORS 250.275(5) and 250.285, the City Elections Officer shall publish in the next available edition of *The Statesman Journal*, or in some other newspaper of general distribution within the City, a notice of receipt of the ballot title including notice that an elector may file a petition for review of the ballot title not later than the seventh business day after the title is filed with the City Elections Officer in a form approved by law.
6. Pursuant to ORS 254.095(2), the City directs the City Elections Officer to deliver appropriate notice and the Ballot Title to the Marion County Elections Office after the ballot title appeal timeline has run and by March 20, 2025.
7. Pursuant to ORS 251.345, the Authorized Representative shall file, prior to applicable filing deadlines, an impartial Explanatory Statement for the local Voter's Pamphlet. The Explanatory Statement shall be not more than 500 words and shall be a fair and impartial statement describing the proposed measure and the reasons for it.

This Resolution shall take effect immediately upon its adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 18TH DAY OF FEBRUARY 2025.

Signed: _____, 2025

BY: _____
Brian Quigley, Mayor

Signed: _____, 2025

ATTEST: _____
Julia Hajduk, City Manager



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

TO: Mayor Henry Porter and the Stayton City Council
FROM: Dan Fleishman, Director of Planning and Development
DATE: October 7, 2019
**SUBJECT: Ordinances 1038 and 1039 Establishing a Permit Process
for Conducting Business in the Street Right of Way**

ISSUE

The issue before the City Council is a public hearing on a proposed amendment to establish a permitting process to allow businesses to operate within a street right of way. Following the hearing, the Council will consider either Ordinance 1038 or Ordinance 139.

BACKGROUND INFORMATION

Ordinance 1018 was enacted in May 2018, establishing licensing requirements and standards for the operation of food trucks (formally known as mobile food units) in the City. As enacted food trucks must be located on private property and may not operate on a public street, in addition to the other regulations. In April, staff had presented Ordinance 1031 to the City Council which would have amended the standards to allow food trucks to operate at certain locations on city streets. Following a July 1 public hearing on those amendments, the City Council continued discussion until September.

At the September 16 meeting, staff presented the City Council with a new direction. Rather than amending the food truck regulations, the proposal brought to the Council would establish a system of issuing permits to brick and mortar businesses to conduct business in the street right-of-way and was based on a number of examples of other Oregon cities that have a similar permit process, such as Hillsboro, Mt. Angel, Gresham, Eugene and Bend.

PROPOSED ORDINANCE

Following the September 16 meeting, staff met to discuss the proposed standards. Participating in the meeting were the interim Deputy Police Chief, Public Works Director, Planning and Development Director and the City Manager. As a result of that discussion, staff is currently proposing no changes the regulations governing food trucks.

The City reviewed the option of allowing for food trucks to use the public right-of-way. Staff discussed the matter with our City Attorney, researched communities in Oregon who may allow food carts to use the public right-of-way, as well as posting on a listserv of other communities

in Oregon to receive input and feedback. Phone calls were placed to personnel in a number of cities. Staff found the following communities do not allow food trucks in the street right-of-way:

- Salem
- Silverton
- Keizer
- Corvallis
- Hillsboro
- Tualatin
- Mt. Angel
- Brownsville
- Moro

The following cities allow food trucks in specific designated areas:

- Portland
- Eugene
- Springfield
- Bend
- Lincoln City

The City of Bend does a lottery for six pre-allocated locations. Eugene allows food carts in designated areas. Portland allows for food carts, except in the downtown area, or near schools, parks, and athletic grounds. Lincoln City allows on-street food vendors, but it is set up as a concession agreement where the City gets 10% of the vendor's revenue.

Following the discussions with the City Attorney and based on our research and internal conversation, staff does not recommend a change to our current food truck regulations to allow for food trucks in the street right-of-way. At issue is how we regulate, enforce, and monitor compliance of allowing food trucks to use public right-of-ways. The concerns can be expressed as follows:

- Enforcement of the program
- Economic liability
- Increased staff time (primarily Police services)
- Setting precedent
- Setting the standards for a "new" process for a similar size city
- How to properly value access to public right-of-way
- Equitability
- Successful application of the program

As per our recently adopted economic development plan, our priorities should be on the brick-and-mortar businesses.

Staff has presented the Council with two ordinances. Ordinance 1038 reflects staff's recommendation that food trucks not be permitted to operate within the street right-of-way.

Ordinance 1038, as presented, would establish a permit system that authorizes businesses to utilize a portion of the sidewalk and establish the standards for such use. Among the standards included are:

- The activity must be placed directly in front of the associated establishment;
- The activity may not be in front of a building entrance and must leave unobstructed pedestrian travel space equal to the width of the doorway from the doorway to the curb line;
- The activity must leave a 5-foot unobstructed width of sidewalk and a 2-foot buffer from the curb;
- Merchandise may be displayed only within 30 inches of the exterior wall of the building housing the business;
- No vending machines are allowed.

Standards are also established for operation of “sidewalk cafes,” defined as seating and or customer service on the sidewalk as an extension of the regular service area of a restaurant or café. These standards are similar to the above standards but also address operational considerations such as clearing tables of dirty dishes and umbrellas.

Ordinance 1038 legitimizes the current use of the public sidewalk by a number of businesses in the City and establishes standards for that use. Staff has briefed those business currently conducting business on public sidewalk of the proposed standards.

Ordinance 1039 is presented as an alternative, should the City Council wish to allow food trucks in street rights-of-way. In addition to the requirements above for sidewalk vendors, standards for the food trucks are established. These standards are:

- The food truck must be placed directly in front of the business obtaining the permit;
- A food truck may be located only on a local street;
- A food truck must be in an legal parking space and at least 20 feet from a cross walk at an intersection;
- The service window(s) must be facing to the curb, not the travel way;
- The food truck must be adjacent to a sidewalk that is a minimum of six feet in width;
- A food truck shall not be located in the street right of way before 4:00 pm and shall not be parked in front of the business obtaining the permit for more than seven hours; and
- The use of generator or other noise-producing device shall be muffled so as to not be audible at a distance of 35 feet from the food truck.

RECOMMENDATION

Staff recommends enactment of Ordinance 1038 as presented.

OPTIONS AND MOTIONS

The City Council is presented with the following options.

1. Approve the first consideration of Ordinance 1038

Move to approve Ordinance 1038 as presented.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the vote is unanimous, Ordinance 1038 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance 1038 will be brought before the Council for a second consideration at the October 21, 2019 meeting.

2. Approve Ordinance 1038 with modifications

Move to approve Ordinance 1038 with the following changes ... and direct staff to incorporate these changes into the Ordinance before the Ordinance is presented to the City Council for a second consideration.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the first consideration is approved, Ordinance 1038 will be brought before the Council for a second consideration at its October 21, 2019 meeting.

3. Request staff modify Ordinance 1038 prior to the first consideration

Move to direct staff to incorporate the following changes into Ordinance 1038 and bring the Ordinance to the October 21 meeting for a first consideration...

4. Approve the first consideration of Ordinance 1039

Move to approve Ordinance 1039 as presented.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the vote is unanimous, Ordinance 1039 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance 1038 will be brought before the Council for a second consideration at the October 21, 2019 meeting.

5. Approve Ordinance 1039 with modifications

Move to approve Ordinance 1039 with the following changes ... and direct staff to incorporate these changes into the Ordinance before the Ordinance is presented to the City Council for a second consideration.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the first consideration is approved, Ordinance 1039 will be brought before the Council for a second consideration at its October 21, 2019 meeting.

6. Request staff modify Ordinance 1039 prior to the first consideration

Move to direct staff to incorporate the following changes into Ordinance 1039 and bring the Ordinance to the October 21 meeting for a first consideration...

7. Retain the Code unchanged

No motion is necessary.

ORDINANCE NO. 1038

AN ORDINANCE ESTABLISHING LICENSING REQUIREMENTS SIDEWALK VENDORS AND SIDEWALK CAFES

WHEREAS, the City of Stayton has adopted Title 5 of the Stayton Municipal Code (SMC) Regarding Business Licenses, Permits and Regulations;

WHEREAS, street rights of way, including the sidewalk, have been dedicated for public use;

WHEREAS, the City of Stayton has responsibility to assure that street rights of way remain available for public use and in conformance with the requirements of the Americans with Disabilities Act;

WHEREAS, from time to time businesses in Stayton have used portions of the sidewalks for the display of merchandise or for seating for table service customers; and

WHEREAS, the Stayton City Council recognizes that uses such as sidewalk cafes and sale and display of merchandise can promote a lively and vital downtown and wishes to continue to allow such uses in a manner that preserves the public purpose of the rights of way;

WHEREAS, the Stayton City Council, does find that the amendments in this Ordinance are reasonable regulations to promote the public health, safety and welfare.

NOW, THEREFORE, the City of Stayton ordains:

Section 1. Licensing Requirement Established. Stayton Municipal Code Title 5, Chapter 5.52, is hereby enacted as follows:

Chapter 5.52 CONDUCTING BUSINESS IN A STREET RIGHT OF WAY

5.52.010 Definitions

The following definitions apply unless inconsistent with the context:

1. **Manager:** The City Manager or the City Manager's designee.
2. **Permit Operating Area:** the area approved for conducting business under a sidewalk vendor permit.
3. **Sidewalk Cafe:** a duly licensed restaurant or café under state and local law, which obtains a sidewalk vendor permit to have seating and or customer service on the sidewalk as an extension of the regular service area of the restaurant or cafe.
4. **Sidewalk Vendor:** a business, which may include a sidewalk cafe, that obtains a sidewalk vendor permit to conduct business within the street right of way by means of displaying merchandise, providing table service, or providing seating for customers directly in front of the building in which the business is located.

5.52.020 General provisions

1. It is unlawful for a person to conduct business within a street right of way except as provided in this subchapter.
2. No person may conduct business within a street right of way without first obtaining a sidewalk vendor permit from the city.

5.52.030 Miscellaneous appurtenances

1. The Manager may approve, upon proper application, a provision of a sidewalk vendor permit to

allow installation of certain appurtenances on sidewalks, limited to planters, solid waste containers, benches, drinking fountains and bicycle racks within the permit operating area.

2. No advertising is allowed on the appurtenances under Section 5.36.030.1, except the acknowledgement of donors of same, which may be displayed on a plastic or metal plaque not to exceed 160 square inches in size.
3. In the event an appurtenance under Section 5.36.030.1 is deemed by the Manager to be in violation of the code, the sidewalk vendor permit may be revoked in whole or in part and:
 - A. The appurtenance deemed to be a violation will be removed by the city 10 days after providing written notice to the owner or person in charge; or
 - B. If the appurtenance is deemed by the Manager to be an immediate danger to the life, health, property or safety of the public, the Manager may remove the appurtenance immediately and bill the owner for the cost of removal and storage.

5.52.040 Sidewalk Vendors other than Sidewalk cafes

A business operating on a property adjacent to a public street may obtain a sidewalk vendor permit to conduct business in the street right of way subject to the following conditions:

1. The permit operating area must be placed directly in front of the associated establishment;
2. The permit operating area may not be placed within a curb extension (bulb-out) unless otherwise authorized by the Manager;
3. The permit operating area may not be placed in front of a building entrance and must leave unobstructed pedestrian travel space equal to the width of the doorway from the doorway to the curb line;
4. The permit operating area must leave unobstructed a linear five foot area of sidewalk;
5. The permit operating area must leave a two-foot buffer from the curb unless authorized by the Manager;
6. Decorative barriers, external to the permit operating area when used, must:
 - A. Be placed on the sidewalk to prevent pedestrians from walking into or through the permit operating area when approaching from lateral sides,
 - B. Have a bottom edge not more than 15 inches above the sidewalk and to exceed four feet in height,
 - C. Contain no advertising beyond identifying the name of the sidewalk café and its menu items and specials, and
 - D. Be constructed so that they are easily removed, readily accessible to the handicapped and easily detected by a sight impaired pedestrian;
7. Merchandise on display may be placed only in the 30-inch space most adjacent to the exterior wall of the building housing the business;
8. No vending machines are allowed in a permit operating area;

5.52.050 Sidewalk cafés

A duly licensed restaurant or café under state and local law may obtain a sidewalk vendor permit to conduct business as a sidewalk café subject to the following conditions:

1. The permit operating area must be placed directly in front of the associated establishment;

2. The permit operating area may not be placed within a curb extension (bulb-out) unless otherwise authorized by the Manager;
3. The permit operating area may not be placed in front of a building entrance and must leave unobstructed pedestrian travel space equal to the width of the doorway from the doorway to the curb line;
4. The permit operating area must leave unobstructed a linear five foot area of sidewalk, taking into account street trees, signs, parking meters, or other obstructions;
5. The permit operating area must leave a two-foot buffer from the curb;
6. Decorative barriers, external to the permit operating area when used, must:
 - A. Be placed on the sidewalk to prevent pedestrians from walking into or through the permit operating area when approaching from lateral sides,
 - B. Have a bottom edge not more than 15 inches above the sidewalk and to exceed four feet in height,
 - C. Contain no advertising beyond identifying the name of the sidewalk café and its menu items and specials, and
 - D. Be constructed so that they are easily removed, readily accessible to the handicapped and easily detected by a sight impaired pedestrian;
7. Tables to be used by standing customers may be placed only in the 30-inch space most adjacent to the exterior wall of the building housing the primary restaurant or café;
8. Only food and beverages prepared and offered for sale in the primary establishment may be served in the permit operating area and are under the same controls and conditions of service as in the primary establishment;
9. No vending machines are allowed in a permit operating area;
10. Table umbrellas are allowed with a minimum height of seven feet above sidewalk level in a permit operating area;
11. Dirty dishes and all debris must be promptly removed from a permit operating area;
12. Solid waste containers may be required in the permit operating area for the placement of solid waste by customers; and
13. Equipment in the permit operating area must be attended at all times.

5.52.060 Application for permit

Application for a sidewalk vendor permit must be made on a form provided by the Manager, with a separate application for each type of commodity or service and include, but not be limited to:

1. The names and addresses of the owner and all operators;
2. Copies of all necessary licenses and permits required by state or local authorities;
3. Identification of the type of business conduct;
4. The means to be used in conducting the business, including, but not limited to, a description of any mobile device to be used;
5. The specific location proposed;
6. A certificate of insurance that:

- A. Names the city, its officers and agents, as coinsured and co-indemnified for any damage to property or injury to persons which may result from the activity carried on under the sidewalk vendor permit;
- B. Insures the permittee, property owners and the city from all claims which may arise from operation under the sidewalk vendor permit or in conjunction with it;
- C. Provides coverage of not less than \$200,000 for bodily injury for each person, \$500,000 for each occurrence and not less than \$50,000 for property damage per occurrence or a combined single limit coverage of \$500,000; and
- D. May not be terminated or canceled without 30 days' written notice to the city and so specifies;
- 7. If seeking the use of appurtenances under Section 5.52.030.1, photographs or detailed scale drawings showing the design and precise location proposed for such appurtenances;
- 8. If seeking to operate a sidewalk café under Section 5.52.050, photographs or detailed scaled drawings of the proposed permit operating area and the portion of the restaurant or cafe connecting to same, showing the intended placement of barriers, chairs, tables and other appurtenances; and
- 9. A nonrefundable fee, as set by council resolution to cover the cost of investigation and processing, must accompany applications for initial and renewal of sidewalk vendor permits.

5.52.070 Conditions of operation

- 1. Only business conduct as approved under the sidewalk vendor permit may occur.
- 2. A sidewalk vendor may not lead to or cause congestion or blocking of pedestrian traffic contrary to the limitations established in this Chapter.
- 3. A sidewalk vendor may not cause or allow loud or undue noise by vocalizing or through sound amplification.
- 4. A sidewalk vendor may not cause or allow an offensive odor as a result of the vendor's business conduct.
- 5. If a sidewalk vendor is selling edible items they must be immediately consumable.
- 6. If a sidewalk vendor is selling non-edible items, they must be easily carried by pedestrians and be pre-manufactured, prepackaged or previously handmade.
- 7. Any sidewalk vendor selling edible items must provide a solid waste container for use by customers.

5.52.080 Permit issuance

- 1. Review and Issuance. The Manager will review an application for a sidewalk vendor permit and may issue a permit after all the conditions under Section 5.52.040 or 5.52.050 are met and upon finding that use of the permit operating area is compatible with the public use of the sidewalk area and the proposed business conduct is deemed to be in the best interest of the public. In making this determination, the Manager will consider any pertinent information, whether submitted by the applicant or obtained by the Manager independently.
- 2. Denial and Appeal. If the application for sidewalk vendor permit is denied because the proposed location is determined by the Manager to be unsuitable, the applicant may file a written appeal with the city within 15 days of notice of denial. The council will then set, notice and conduct a hearing on the appeal of applicant.

5.52.090 Permits**Sidewalk Vendor Permits.**

1. Will name the applicant and the conditions under which the sidewalk vendor permit is granted;
2. Expire one year from issuance;
3. Are not transferable in any manner;
4. Are valid only when used within the permit operating area designated on the sidewalk vendor permit; and
5. May be suspended for up to five days when the City authorizes a special event in the street on which the permit has been issued and provides a written notice to the permittee by either personal delivery or by mail via first class United States Postal Service at least five days prior.

5.52.100 Nonprofit organizations

1. Local nonprofit organizations may, upon approval of the application made to the city on a form approved by the Manager that includes written consent from the adjacent property and business owners or operators, conduct bake sales, rummage sales and other similar fundraising activities for a duration not to exceed three days, no more frequently than once per calendar quarter and only between 9 a.m. and 9 p.m.
2. The application under Section 5.52.100.1 must be accompanied by a fee, as set by council resolution, and a certificate of insurance conforming to Section 5.52.060.6.

5.52.110 Appeals

1. An appeal of a decision of the Manager will be heard by the Council.

5.52.120 Violations

1. A violation of the provisions of this Chapter will subject citation in Municipal Court.
2. Upon a finding of a violation by the Municipal Court the Court shall impose a fine in accordance with a Resolution adopted by the City Council. Each day the violation exists after notification shall constitute a separate offense.

Section 2. Effective Date. This Ordinance shall become effective on the 30th day after adoption by the Stayton City Council and execution by the Mayor, or a representative of the Mayor.

ADOPTED BY THE STAYTON CITY COUNCIL this 7th day of October, 2019.

Signed: 10/10, 2019

BY:

CITY OF STAYTON

Henry A. Porter
Henry A. Porter, Mayor

Signed: 10/10, 2019

ATTEST:

Keith D. Campbell
Keith D. Campbell,
City Manager



CITY OF STAYTON

362 N. Third Ave., Stayton, OR 97383

62

Attachment 2

APPLICATION FOR SIDEWALK VENDOR PERMIT

NOTICE TO APPLICANTS: Please type or print legibly. Application form must be filled out COMPLETELY. Incomplete application forms will be returned to the applicant without further consideration for approval. False or misleading statements or withholding pertinent information will be cause to deny approval or issuance of a license or permit to conduct business within the City of Stayton. Applicant must attach a drawing of the area to be used, a certificate of insurance and pay the Application fee.

BUSINESS INFORMATION

Business Name: _____

Proprietor's Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone Number: (____) ____ - ____ Email Address: _____

Business Location: _____

Brief description of goods/merchandise to be displayed/sold from the sidewalk:

ADDITIONAL INFORMATION TO BE INCLUDED:

- ☐ Attach a drawing showing the location and dimensions of the area to be used for sidewalk sales. The drawing should show the location of entrances to the business, any existing benches, street trees, lamp posts, and should show the dimensions of the area to be used for sidewalk sales.
- ☐ Include a certificate of insurance
 - a. Names the city, its officers and agents, as coinsured and co-indemnified for any damage to property or injury to persons which may result from the activity carried on under the sidewalk vendor permit;
 - b. Insures the permittee, property owners and the city from all claims which may arise from operation under the sidewalk vendor permit or in conjunction with it;
 - c. Provides coverage of not less than \$200,000 for bodily injury for each person, \$500,000 for each occurrence and not less than \$50,000 for property damage per occurrence or a combined single limit coverage of \$500,000; and
 - d. May not be terminated or canceled without 30 days' written notice to the city and so specifies.
- ☐ If seeking to operate a sidewalk café attach, photographs or detailed scaled drawings of the proposed permit operating area and the portion of the restaurant or café connecting to same, showing the intended placement of barriers, chairs, tables and other appurtenances;

I certify that the facts and statements contained in this application are true and correct. I have read the restrictions on operating my sidewalk vendor business on the reverse side and agree to comply.

Signature of Applicant

____/____/_____
Date

FOR CITY USE ONLY

Date Application Received: ____/____/____

☐ Fee Paid

Receipt # _____

Manager Approval _____

SIDEWALK VENDORS OTHER THAN SIDEWALK CAFÉS

A business operating on a property adjacent to a public street may obtain a sidewalk vendor permit to conduct business in the street right of way subject to the following conditions:

1. The permit operating area must be placed directly in front of the associated establishment;
2. The permit operating area may not be placed within a curb extension (bulb-out) unless otherwise authorized by the Manager;
3. The permit operating area may not be placed in front of a building entrance and must leave unobstructed pedestrian travel space equal to the width of the doorway from the doorway to the curb line;
4. The permit operating area must leave an unobstructed, linear, five-foot wide clear path of sidewalk along the full length of the outdoor display or sales area;
5. The permit operating area must leave a two-foot buffer from the curb unless authorized by the Manager;
6. Decorative barriers, external to the permit operating area when used, must:
 - a. Be placed on the sidewalk to prevent pedestrians from walking into or through the permit operating area when approaching from lateral sides;
 - b. Have a bottom edge not more than 15 inches above the sidewalk and to exceed four feet in height;
 - c. Contain no advertising beyond identifying the name of the sidewalk café and its menu items and specials;
 - d. Be constructed so that they are easily removed, readily accessible to the handicapped and easily detected by a sight impaired pedestrian;
7. Merchandise on display may be placed only in the 30-inch space most adjacent to the exterior wall of the building housing the business; and,
8. No vending machines are allowed in a permit operating area.

SIDEWALK CAFÉS

A duly licensed restaurant or café under state and local law may obtain a sidewalk vendor permit to conduct business as a sidewalk café subject to the following conditions:

1. The permit operating area must be placed directly in front of the associated establishment;
2. The permit operating area may not be placed within a curb extension (bulb-out) unless otherwise authorized by the Manager;
3. The permit operating area may not be placed in front of a building entrance and must leave unobstructed pedestrian travel space equal to the width of the doorway from the doorway to the curb line;
4. The permit operating area must leave an unobstructed, linear, five-foot wide clear path of sidewalk along its full length, taking into account street trees, signs, parking meters, or other obstructions;
5. The permit operating area must leave a two-foot buffer from the curb;
6. Decorative barriers, external to the permit operating area when used, must:
 - a. Be placed on the sidewalk to prevent pedestrians from walking into or through the permit operating area when approaching from lateral sides;
 - b. Have a bottom edge not more than 15 inches above the sidewalk and to exceed four feet in height;
 - c. Contain no advertising beyond identifying the name of the sidewalk café and its menu items and specials; and
 - d. Be constructed so that they are easily removed, readily accessible to the handicapped and easily detected by a sight impaired pedestrian.
7. Tables to be used by standing customers may be placed only in the 30-inch space most adjacent to the exterior wall of the building housing the primary restaurant or café;
8. Only food and beverages prepared and offered for sale in the primary establishment may be served in the permit operating area and are under the same controls and conditions of service as in the primary establishment;
9. No vending machines are allowed in a permit operating area;
10. Table umbrellas are allowed with a minimum height of seven feet above sidewalk level in a permit operating area;



RESOLUTION NO. 25-007
ADOPT NEW FEES FOR SIDEWALK VENDOR PERMITS

WHEREAS, the City of Stayton has adopted Title 5 of the Stayton Municipal Code (SMC) regarding business licenses, permits and regulations;

WHEREAS, street rights-of-way, including the sidewalk, have been dedicated for public use;

WHEREAS, the City of Stayton has a responsibility to assure that the street rights-of-way remain available for public use and in conformance with the requirements of the Americans with Disabilities Act;

WHEREAS, from time to time businesses in Stayton have used portions of the sidewalks for the display of merchandise or for seating for table service customers;

WHEREAS, the City requires a nonrefundable fee to accompany applications for initial and renewal of sidewalk vendor permits; and

WHEREAS, the fee shall cover the cost of investigation and processing sidewalk vendor permits.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

SECTION 1. The initial fee for a sidewalk vendor permit shall be \$100 and an annual renewal fee of \$20 are hereby adopted and will go into effect March 1, 2025.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 18 DAY OF FEBRUARY 2025.

CITY OF STAYTON

Signed: _____, 2025

BY: _____
Brian Quigley, Mayor

Signed: _____, 2025

ATTEST: _____
Julia Hajduk, City Manager



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

TO: Stayton City Council

FROM: James Brand, Finance Director

DATE: February 18, 2025

**SUBJECT: Fiscal Year 2024-25
Quarter 2 Financial Report as of December 31, 2024**

This is a financial summary for the City at the end of the second quarter of the 2025 fiscal year. The report includes three columns of dollars including the results from the first half of the previous year, the first half of the current year, and the annual budget for the current year. The next column is a percentage of the revenues and expenditures as compared to the budget. Then we show the comparison of this year compared to last year after the second quarter. The top section contains the revenues which are combined for all City funds. The bottom section contains the expenditures which are grouped by fund starting with the general fund and its sections.

The second report is a bar chart comparing the budget and actuals for the revenues and expenses. The third report is a pie chart showing the citywide revenues by type with percentages.

REVENUE COMENTS

- Realignment cleanup will make this report look a bit different than the last quarterly report. We have moved taxes under “taxes” and grants under “grants”. Some were formerly in the Intergovernmental category (and Residency Tax was in Miscellaneous).
- Overall, we have collected 51% of the budgeted revenues at the half point of the year. This includes the majority of the property tax revenues and very little of the grants.
- The Intergovernmental category is under collected at this point of the year. This is due to the timing of revenues (we are behind one quarterly CCRLS and Marijuana Tax payment). We also lag compared to last year because last year we received an extra ODOT STP Grant (\$105k). By the end of the year, the revenue is anticipated to be very close to the budgeted amount.
- Grants and Contributions are low because the large grant projects have not yet started (HUD, Safe Streets for All, OWRD, ODOT).

EXPENDITURE COMENTS

- Overall, the expenses are lower than budgeted (38% spent at the half point of the year).
- The General Fund Operations is 66% spent because it transferred all the \$921k ARPA funds to the Wastewater and Stormwater funds for Ida Street improvements.
- The Community Center is overspent at this point due to the kitchen remodel that has been completed.
- The Street Fund is underspent at this point but slurry seals and the Westtown improvements will take place later this year.
- The Park fund is also underspent due to the budgeted Mill Creek improvements that have not been started.


CITY ACTUALS VS BUDGET

At the half point in the year, the City has earned 51% of its budgeted revenue and has spent 38% of its budget. Spending will catch up as large projects begin this spring.

CASH BALANCES BY FUND	Q1 end	Q2 end
General Fund	\$2,165,280	\$3,830,824
PW Admin	390,141	423,508
Library	245,155	429,225
Parks	151,113	241,143
Water Enterprise	1,334,704	1,081,279
Stormwater Enterprise	710,586	705,345
Wastewater Enterprise	5,555,473	5,424,990
Streets	2,185,281	2,263,438
Facilities Development & Maint	868,628	866,691
Swimming Pool	137,831	215,661
SDC – Water	1,140,994	1,161,594
SDC – Wastewater	753,526	767,825
SDC – Streets	1,206,438	1,223,690
SDC – Parks	1,098,372	1,118,187
SDC – Stormwater	514,621	522,479
TOTAL CASH	\$18,458,142	\$20,275,878

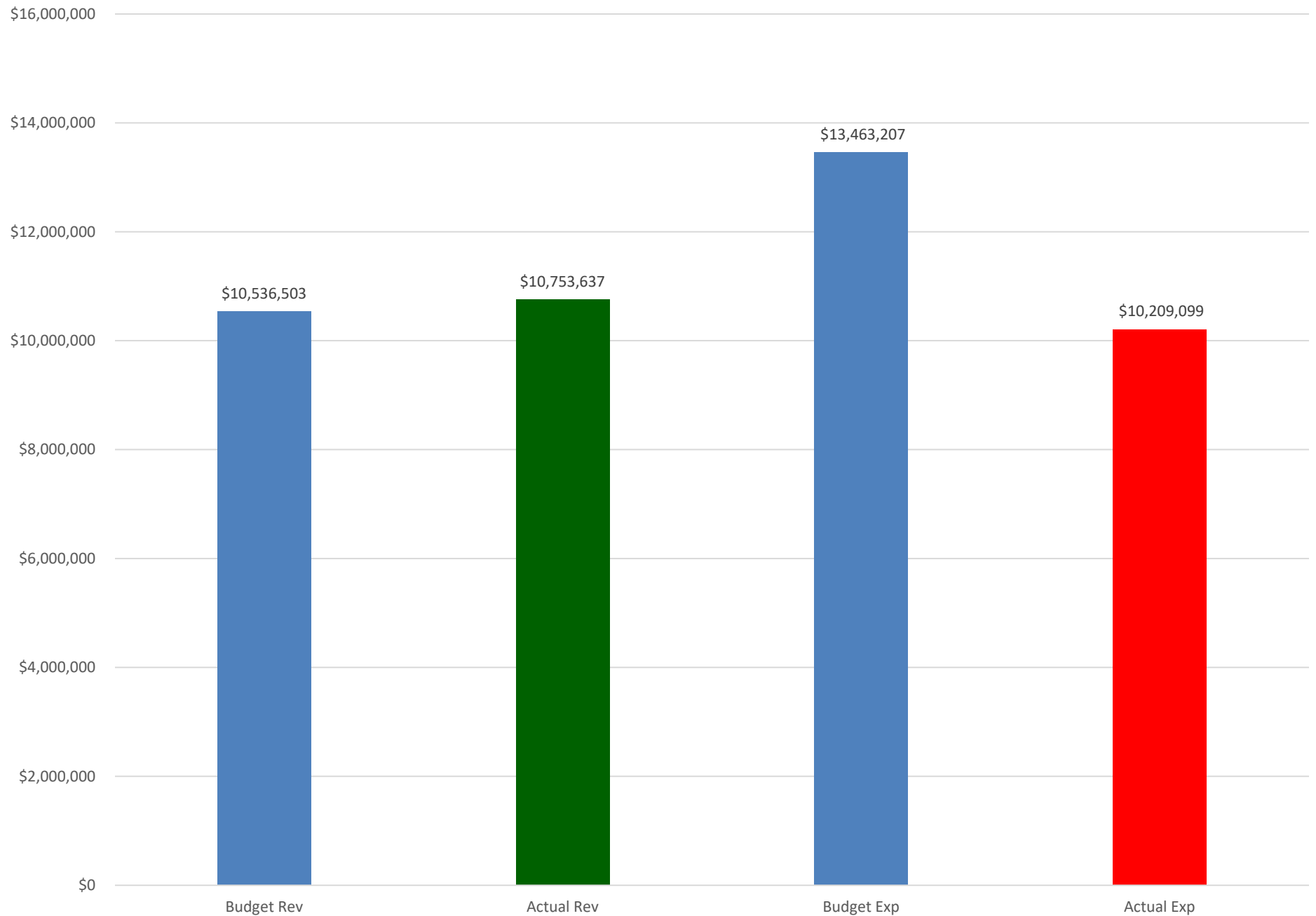
OTHER

- We have added an expenditure tracking code for the Detroit Dam Drawdown.
- We purchased a sewer Inspection TV Van that still needs to be upfitted with equipment.
- A Cyber Security Assessment was completed.
- We are working to update the City fee schedule – this will come to Council in March for approval and will go into effect July 1st.

 Revenues*	2nd Quarter Financial Update FY 2024-25				
	FY24 Q2 Actuals as of Dec 2023	FY25 Q2 Actuals as of Dec 2024	FY25 Budget	% of Budget Earned	Compare to last year
Charges for Services	\$3,562,740	\$3,927,766	\$7,759,937	51%	\$365,026
Transfers	\$1,595,804	\$2,149,589	\$5,193,243	41%	\$553,785
Property & Levied Taxes	\$2,866,522	\$2,981,721	\$3,198,700	93%	\$115,199
Intergovernmental	\$753,581	\$167,530	\$503,302	33%	(\$586,051)
Interest, Rents, & Misc	\$505,657	\$554,240	\$906,340	61%	\$48,583
Franchise Fees	\$403,111	\$442,043	\$858,650	52%	\$38,932
Grants & Contributions	\$127,811	\$37,205	\$1,680,833	2%	(\$90,606)
Gas Taxes	\$426,389	\$424,565	\$846,000	50%	(\$1,824)
Fines & Forfeitures	\$41,149	\$35,457	\$75,000	47%	(\$5,692)
Licenses & Permit Fees	\$13,433	\$33,521	\$51,000	66%	\$20,088
Total Revenue	\$10,296,197	\$10,753,637	\$21,073,005	51%	\$457,440
Operating Budget to Actual Comparison by Fund					
Expenditures*	FY24 Q2 Actuals as of Dec 2023	FY25 Q2 Actuals as of Dec 2024	FY25 Budget	% of Budget Spent	Compare to last year
General Fund					
Police	\$1,297,786	\$1,255,997	\$2,842,269	44%	(\$41,789)
General Operations	\$727,479	\$1,159,039	\$1,763,764	66%	\$431,560
Administration	\$656,796	\$755,867	\$1,658,755	46%	\$99,071
Planning	\$111,253	\$123,504	\$424,877	29%	\$12,251
Municipal Court	\$60,994	\$51,405	\$120,269	43%	(\$9,589)
Street Lights	\$41,564	\$45,847	\$115,093	40%	\$4,283
Community Center	\$49,504	\$62,500	\$111,432	56%	\$12,996
Mayor/City Council	\$8,187	\$19,808	\$43,615	45%	\$11,621
Total General Fund	2,953,563	\$ 3,473,967	\$ 7,080,074	49%	\$520,404
<u>Special Revenue Funds</u>					
Street Fund	\$634,059	\$489,782	\$1,850,491	27%	(\$144,277)
Parks Fund	\$190,009	\$333,753	\$1,561,653	21%	\$143,744
Library Fund	\$282,498	\$292,990	\$661,626	44%	\$10,492
Pool Fund	\$210,372	\$276,505	\$530,899	52%	\$66,133
<u>Internal Service Funds</u>					
Public Works Admin	\$352,329	\$418,535	\$990,042	42%	\$66,206
Facilities Fund	\$23,085	\$32,878	\$200,349	16%	\$9,793
<u>Enterprise Funds</u>					
Wastewater Fund	\$2,572,376	\$2,966,671	\$7,075,571	42%	\$394,295
Water Fund	\$1,322,194	\$1,541,925	\$3,772,300	41%	\$219,731
Stormwater Fund	\$212,800	\$382,093	\$1,448,221	26%	\$169,293
Stormwater SDC	\$0	\$0	\$400,000	0%	\$0
Wastewater SDC	\$0	\$0	\$362,000	0%	\$0
Water SDC	\$0	\$0	\$239,688	0%	\$0
<u>Capital Project Funds</u>					
Parks SDC	\$0	\$0	\$750,000	0%	\$0
Street SDC	\$0	\$0	\$3,500	0%	\$0
Total Expenditures	8,753,285	\$ 10,209,099	\$ 26,926,414	38%	\$ 1,455,814
Total Rev Minus Expend	1,542,912	544,538	(5,853,409)		

*excludes beginning balances, contingency, & unappropriated funds

FY25 2nd Quarter Revenue vs Expenses vs Budgeted



City Revenues by Type (through the 1st 6 months of FY25)

